

WARWICK ESTATES PROPERTY MANAGEMENT LIMITED

MANAGING AGENCY AGREEMENT ('the Agreement')

Between: **NAME OF CLIENT** ('the Client') of;

ADDRESS OF CLIENT

And Warwick Estates Property Management Ltd ('the Manager')
of:

Unit 7 Astra Centre, Edinburgh Way, Harlow, Essex, CM20
2BN

To Manage **PROPERTY ADDRESS** ('the Property')

Commencing **DATE MANAGEMENT STARTS** ('the Commencement Date')

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1.0 DEFINITIONS

- 1.1 **'Additional Charges'** are those charges made for the Additional Services set out in Schedule 2 details of which will be provided separately to the Client at the relevant time and which are not included in the Management Fee
- 1.2. **'Additional Services'** means the services set out in Schedule 2.
- 1.3 **'Agreement'** means the terms of this Agreement as set out and which complies with the RICS Service Charge Residential Management Code (3rd Edition, effective from 1 June 2016).
- 1.4 **'Annual Service Charge Budget'** means the budget to be agreed between the Client and the Manager as provided under clause 5.7
- 1.5. **'Client'** means the resident management company, right to manage company, freeholder, landlord or other party or body named on the front of this Agreement.
- 1.6. **'Handover Fee'** means an amount per property + VAT calculated at the time of termination or £400 + VAT whichever is the greater.
- 1.7. **'Manager'** is Warwick Estates Property Management Limited.
- 1.8. **'Management Fee'** is the fee set out in clause 7.1 and relates solely to the Standard Services provided.
- 1.9. **'Parties'** means the Client and the Manager.
- 1.10. **'Pre-agreed Payment'** means all payments due under the Annual Service Charge Budget to include and without limitation payment of, utilities, professional fees, legal services and previously agreed maintenance contractors.
- 1.11. **'Property'** is the estate, scheme or development the Client is responsible for and is named on the front of this Agreement.
- 1.12. **'Review Date'** means the Review Date specified in clause 7.4.
- 1.13. **'Services'** means the Standard Services and Additional Services (if any) together
- 1.14. **'Standard Services'** means the services set out in Schedule 1.
- 1.15. **'Term'** means a minimum period of one year less one day, the first day of which shall be the Commencement Date, continuing until the Agreement is terminated in accordance with clause 11.

2.0 APPOINTMENT

- 2.1 The Client appoints the Manager to be its managing agent for the Property for the Term.
- 2.2 By this appointment the Manager shall be entitled to take such action as it considers reasonable and necessary in providing the Services for the proper management of the Property, including and without limitation:
 - 2.2.1 Authority to enter into agreements with third parties which contractually bind the Client on all matters relating to the Services whether on a permanent, temporary or a one off emergency basis; and
 - 2.2.2 Instructing solicitors to issue and/or defend proceedings in the name of the Client and on the Client's behalf and where appropriate to disclose the identity of the Client to the freeholder and/or its agent(s).

3.0 SERVICES TO BE PROVIDED BY THE MANAGER

- 3.1. Subject to receipt of the Management Fee on the due dates (time to be of the essence) and there being sufficient funds in the Client Bank Account, the Manager will perform the Standard Services set out in Schedule 1 on the Client's behalf.
- 3.2. The Manager will upon receiving a written request from the Client provide any of the Additional Services set out in Schedule 2, the Additional Charges for which will be notified to the Client at the relevant time.
- 3.3. Any pre-agreed Additional Services referred to in this Agreement are not subject to the Manager receiving a written request from the Client.
- 3.4. The Client authorises the Manager to carry out the Services itself, or by appointing a sub-contractor on its behalf subject to the matters referred to in clause 6 below.

4.0 CONDUCT OF THE MANAGER

- 4.1 By reference to Schedules 3 and 5 the Client acknowledges that the Manager has provided, to the Client's satisfaction the following information:
 - 4.1.1 The Manager's complaints handling procedure;
 - 4.1.2 Details of those Additional Services that may be payable by the Client if not recovered and/or recoverable from the leaseholder(s) within the Development;
 - 4.1.3 Details of any Ombudsman scheme to which the Manager belongs; and

- 4.1.4 Details of public liability and professional indemnity policies which the Manager has obtained.
- 4.2 The Manager will use its reasonable endeavours to comply with the terms of the leases and/or transfer documents relating to the Property as well as the Memorandum & Articles of Association of the Client if applicable, copies of which the Client will make available to the Manager upon request or are obtained by the Manager at the Client's cost. The Client is responsible to inform the Manager should any of the said documents be varied and/or substituted.
- 4.3 The Manager must maintain professional indemnity insurance and maintain it during the Term.
- 4.4 The Manager shall be entitled to retain fees it receives (if any) from third parties in connection with the arrangement or carrying out of any Services carried out in accordance with this Agreement. Within 14 days of receiving a written request from the Client, the Manager will provide the Client with details of those fees (if any).

5.0 CONDUCT OF THE CLIENT

- 5.1 Within 4 weeks of the completion of this Agreement the Client is responsible for ensuring the handover of sufficient information and records to the Manager to enable it to fully and properly carry out the Services including (and without limitation) providing a list of personnel who are authorised by the Client to give instructions (as required under the terms of this Agreement) to the Manager and/or to make decisions on the part of the Client either on an individual and/or collective basis. In the event that it is on a collective basis to provide the details of at least 2 other individuals who may be contacted on an emergency basis only should any of the named personnel on the original list not be available.
- 5.2 Until the information required in clause 5.1 is provided the parties acknowledge that the Manager may be unable to perform and carry out the Services in accordance with the terms of this Agreement. In such circumstances the Client acknowledges that the Manager is not liable for any breaches arising therefrom and that it remains liable for the Management Fee payable under the terms of this Agreement.
- 5.3 The Client must not issue any instructions to the Manager that would place the Manager in breach of the terms of the leases, relevant legislation/laws, ARMA regulations, the Royal Institution of Chartered Surveyors (RICS) Service Charge Residential Management Code or any regulations relating to the management of the Property (as amended and/or superseded from time to time). The Manager will use its reasonable endeavours to ensure it provides guidance to the Client so as to avoid any risks of a breach occurring.

- 5.4 The Client must act in a manner that ensures there is no unlawful discrimination in the provision of the Services including and without limitation, the employment of any staff or contractors.
- 5.5 The Client must hold an appropriate level of Directors and Officers Insurance with a reputable provider. This policy must also include entity defence for the Client. A copy of this insurance policy must be provided to the Manager upon request.
- 5.6 Subject to the provisions of clause 11, the Client through the authorised personnel referred to in clause 5.1 above shall communicate written instructions and/or decisions on behalf of the Client in relation to the Services provided by this Agreement through the Manager's designated property manager.
- 5.7 The Client undertakes to agree with the Manager within 4 weeks of presentation by the Manager the Annual Service Charge Budget. The Client acknowledges that the Annual Service Charge Budget is an estimate,

6.0 INSURANCE COVER

- 6.1 In the case of sub-contractors, in the event of the Manager requesting full disclosure of the sub-contractor's insurance cover, the Manager is entitled to rely upon the disclosure given and/or representations made by the sub-contractor in relation thereto and is under no obligation to make its own separate enquiries as to whether the level of insurance cover and/or the risks insured are sufficient and/or appropriate.
- 6.2 In effecting any insurance policy in relation to the Property on behalf of the Client, where appropriate the Client will be responsible for providing up to date valuations and the Manager is entitled to rely upon the same in effecting the relevant policy(s). The Manager will not be responsible for advising the Client as to the appropriate level of insurance cover that ought to be taken out and/or the level of risk which the Client ought to insure against. In relying upon the information given the Manager shall not be liable to the Client for any invalidity of that policy where such policy is invalidated by an error in fact relied upon by the Manager in placing the insurance.
- 6.3 In the event that the Client fails to provide an up to date valuation the Manager is to rely upon the most current valuation in its possession
- 6.4 For the avoidance of doubt, any insurance premium payable by the Manager in effecting the insurance policy (irrespective of whether it forms part of the Annual Service Charge Budget) is also classed as a Pre-agreed Payment (whatever sum that may be)

7.0 MANAGEMENT FEES AND ADDITIONAL CHARGES

- 7.1 The Management Fee is payable for the Standard Services listed in Schedule 1 and for the first 12 months (less one day) of the contract is **£XXXX + VAT (total sum of £XXXX)**.
- 7.2 Additional Charges are payable for any Additional Services requested in writing by the Client. Those Additional Services are set out in Schedule 2 and include Additional Charges that are recoverable from the individual leaseholders and in relation to which the Client will indemnify the Manager should the individual leaseholders concerned fail to make payment.
- 7.3 The Management Fee is to be paid quarterly in advance on 1st March, 1st June, 1st September and 1st December. Any Additional Charges and pre-agreed Additional Charges incurred will be charged as and when they fall due for payment.
- 7.4 The Review Date for the Management Fee and Additional Charges is each anniversary of the commencement date of this Agreement or otherwise to be negotiated by the Parties.
- 7.5 The Management Fee and the Additional Charges will increase in line with the highest of (1) Government published Retail Price Index or (2) Government published increase in salaries report on each anniversary of this Agreement but shall be no less than the existing Management Fee and Additional Charges set out in this Agreement.
- 7.6 The fees and charges payable by the Client to the Manager are payable without any right of set off or deduction against any other account of the Client.
- 7.7 The Client authorises the Manager to deduct at the relevant times (as and when applicable) the following sums from the Client's designated bank account:
- 7.7.1 Management Fee;
 - 7.7.2 Any pre-agreed/approved Additional Charges;
 - 7.7.3 Any Pre-agreed Payment;
 - 7.7.4 The Handover Fee (as and when applicable); and
 - 7.7.5 Any other monies due to the Manager arising from or in connection with this Agreement.

8.0 HANDLING CLIENT MONEY

- 8.1 The Manager will open and retain a designated client bank account(s) in the Client's name for the receipt of all money due to the Client and the payment of expenses relating to the

Property. All such monies shall be held in trust and in accordance with statutory and RICS regulations and guidance and for the benefit of the Client. An additional designated bank account will also be opened for the holding of any reserve fund monies. Any interest received on this money will be for the sole benefit of the Client.

8.2 In addition to the deductions authorised in clause 7.7 above, the Client authorises the Manager to make payments in the ordinary course of providing the Services and in accordance with the terms of the Agreement from the designated client bank account(s) held for the Property including and without limitation the setting up of direct debits and standing orders.

8.3 In relation to these other payments referred to in clause 8.2 above, save in the case of an emergency (as determined by the Manager and in relation to which there is no cost limit provided that cost has been reasonable incurred in all the circumstances), the Client initially authorises the Manager to make payments up to the value of £XXX without their consent.

9.0 LIABILITY

9.1 The Client indemnifies the Manager against any and all claims made against the Manager by another party for any loss, injury, damage or legal or other expenses and all costs, expenses and liabilities (including legal costs) properly and reasonably incurred in performing the Services under this Agreement.

9.2 The Manager shall not be liable for any loss, injury, damage or legal or other expenses or any consequential loss, injury, damage or legal or other expenses reasonably sustained in carrying out the services, in particular but not limited to the Manager relying on information or services provided by the Client or third parties, any defects whether apparent or otherwise in the property, plant or equipment or any inaccurate forecasts unless such claims are manifestly as a result of the Manager's negligence.

10.0 STAFF

10.1 The Manager shall where appropriate engage on behalf of the Client an adequate number of competent and suitably qualified, experienced, trustworthy and reliable staff who are legally entitled to work in the UK to meet the obligations of this Agreement.

10.2 The Manager shall be entitled to reimbursement from the service charge funds (in accordance with the terms of the relevant lease) of the salaries, wages and costs incurred in the employ of the staff referred to in clause 10.1 above.

- 10.3 On termination of this Agreement, for whatever reason, the Client shall indemnify the Manager against any and all losses, damages, liabilities and costs (including reasonable legal fees and expenses) resulting from any claim made by any member of staff referred in clause 10.1 above in connection with any matter in respect of their employment or engagement, dismissal, redundancy or transfer.
- 10.4 The Client shall indemnify the Manager against any and all losses, damages, liabilities and costs (including reasonable legal fees and expenses) resulting from any claim made by any member of staff referred in clause 10.1 above in connection with any act or omission of the Client or any of the Client's officers, employees, contractors or agents.
- 10.5 The Client shall not (except with the prior written consent of the Manager) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the Manager any person employed or engaged by the Manager in the provision of the Services during the Term or for a further period of 12 months after the termination of this Agreement.
- 10.6 If, subsequent to the commencement of this Agreement, the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of this Agreement, or part, or otherwise) resulting in a transfer of the Services in whole or in part to a new managing agent ('Service Transfer'), the Client will require (and will make reasonable endeavours to ensure) that the new managing agent (or they themselves where they take the Services or part of them in-house) complies with all relevant provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) and all other applicable statutory and common law obligations in respect of the Service Transfer.

11.0 TERMINATION OF THIS AGREEMENT

- 11.1 This Agreement may be terminated at any time by the mutual consent of the Parties.
- 11.2 The Client may terminate this Agreement by giving the Manger no less than three months' written notice, such notice shall expire either on the day before the first anniversary of the Commencement Date or on any subsequent anniversary of the Commencement Date.
- 11.3 The Manager may terminate this Agreement by giving the Client at any time no less than three months' written notice.
- 11.4. The Client may end this agreement at any time if:
- 11.4.1. The Manager is in breach of this Agreement and the Client has notified the Manager of the breach and the breach has continued for 30 days after that notice, or

- 11.4.2. A receiver is appointed to the Manager, or a petition for its winding up is received, or the Manager has resolved to go into liquidation.
- 11.5. The Manager may end this Agreement at any time if:
- 11.5.1. The Client fails to pay the Management Fee or any Additional Charges owing to the Manager within one calendar month of notice of the fee and charges being overdue (unless they are disputed) or
- 11.5.2. The Client acts in a way that unreasonably prevents the Manager from performing its services under this Agreement and the Client has been notified.
- 11.6 Upon the termination of this Agreement, for whatever reason, the Client agrees to pay to the Manager the Handover Fee.
- 11.7 Any notice served pursuant to clauses 11.2, 11.3, 11.4 and 11.5 of this Agreement shall be in writing and shall be duly given if sent by recorded delivery post or (outside the UK) by airmail to the other Party at its address specified at the front of this Agreement or at such the other address as it may have notified for the purpose to the other Party.
- 11.8 In the interests of protecting the environment it is agreed between the parties that in relation to all other notices and/or requests given under this Agreement such notices/requests shall be effectively served if in writing and sent by email to the other Party.
- 11.9 The Client acknowledges and authorises the Manager in complying with its obligations under this Agreement, as its first option to effect all communication with the leaseholders by email on the understanding that each leaseholder will be given the express right to opt into this form of communication.

12.0 DISPUTE RESOLUTION

- 12.1 If any dispute arises out of this Agreement, the Parties will attempt to settle it by negotiation. Each of the Parties is to be represented by a person who is a Director or of equivalent executive authority, with authority to settle the dispute.
- 12.2 If the Parties are unable to settle any dispute by negotiation within 28 days from when the dispute was first notified to the other Party (or sooner if the Parties agree), either Party may refer the dispute to the Manager's Ombudsman scheme.

13.0 COMPLAINTS PROCEDURE

In the event that the Client is dissatisfied with any of the Services provided by the Manager under the terms of this Agreement the Client is referred to the Manager's Complaints Handling Procedure which is annexed at Schedule 3.

14.0 FORCE MAJEURE

If either Party is prevented from the performance of its obligations as a result of a Force Majeure event for a continuous period in excess of two months then the other Party shall have the right, but is not obliged, to terminate this Agreement with immediate effect by way of written notice to the other Party.

15.0 OTHER RIGHTS

Each Party represents and warrants to the other that it is entitled to enter into and perform its obligations under this Agreement.

16.0 WAIVER

No failure to delay by either Party in exercising any of its rights under these conditions shall be deemed a waiver of that right and no waiver by either Party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any provision.

17.0 PROPERTY LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English courts in respect of any matter or dispute arising in connection with it.

18.0 CONFIDENTIALITY

Neither the Manager nor the Client shall disclose any information relating to the Management of the Property or to this Agreement to any third party, unless required to do so by a court of competent jurisdiction or by a Governmental or regulatory authority or where subject to a valid and existing legal right, duty or requirement to do so. The restrictions in this clause shall survive the termination of this Agreement.

19.0 DATA PROTECTION

19.1 The Manager confirms its registration with the relevant supervisory body (currently The Information Commissioner's Office), and its compliance therewith.

- 19.2 In its fulfilment of this Agreement, the Manager will process data in relation to individuals. The Manager confirms that its processing activities are in compliance with the General Data Protection Regulation (GDPR).
- 19.3 The Manager confirms its adherence to the security principle under the GDPR, in particular that appropriate organisational and technical measures are in place to safeguard such data in relation to individuals.
- 19.4 The Managers Privacy Policy regarding how and why it holds and processes data can be viewed on its website at <https://www.warwickestates.net/gdpr/>
- 19.5 The Client confirms their own adherence to the General Data Protection Regulation as far as they are relevant to the Client and dependent upon how the Client processes data and will supply a copy of any documentation in this regard

20.0 SEVERANCE

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

21.0 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties relating to the subject matter of this Agreement. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent by law.

22.0 NO PARTNERSHIP

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

23.0 ASSIGNMENT

This Agreement may only be assigned by either Party giving notice to the other.

24.0 THIRD PARTIES

A person who is not a Party to this Agreement has no rights under or in connection with it.

SIGNATURES

.....

Signed on behalf of the Client

Print Name:

Dated:

.....

Signed on behalf of the Manager

Print Name:

Dated:

Schedule 1 – Services Provided for The Management Fee

Financial	
1.	Assessing the level of annual service charges
2.	Providing background details and financial information to enable the service charge to be agreed with the Client
3.	Issuing service charge notifications to leaseholders along with any required statements or summaries of rights
4.	Answering leaseholders' queries on service charge and arrears
5.	Advising leaseholders of their liability for payment under the terms of their lease
6.	Collecting service charges and making payment arrangements with individual leaseholders where authorised to do so by the Client
7.	Pursuing unpaid service charges subject to the procedure outlined in Schedule 4
8.	Instructing Debt Collectors or Solicitors in respect of unpaid charges. Charges for debt collection are likely to apply separately to the debtor.
9.	Opening and administering bank accounts held and administered by the Manager.
10.	Recording payments received
11.	Controlling the payment of invoices
12.	Maintaining all financial records
13.	Providing financial reports to the Client as required and agreed
Correspondence	
14.	Correspondence with the Client including regular updates and reports as agreed
15.	Responding to any reasonable enquiries made by lessees and/or residents or their agents and where necessary taking Client's instruction
16.	Liaising with the developer as appropriate
17.	Liaising with maintenance contractors
18.	Writing to adjacent property owners where trespassers, nuisance or other problems are occurring from neighbouring dwellings
19.	Writing to local Estate Agents in respect of unauthorised 'For Sale' or 'To Let' boards
20.	Ensure all information is held and handled in accordance with the Data Protection Act
21.	Liaising with any recognised Residents' Association
22.	Maintaining files and records on the management of the Property
23.	Keeping up to date records of leaseholders and any tenancies where provided

Site Inspections	
24.	Detailed inspections by your dedicated Property Manager as required and agreed with the Client
25.	Inspections without the use of equipment to identify all obviously necessary works of repair and maintenance
Meetings	
26.	Meetings with the Client on a regular basis as required and agreed with the Client
27.	Specific Budget Meetings annually to discuss and agree the following year's budget if required
28.	Arranging and facilitating accommodation for meetings
29.	Preparing meetings notes and taking action on matters arising
30.	Circulating notes of meetings held with the Client
31.	Meetings with residents and leaseholders
32.	Meetings with contractors
Contractors and Services	
33.	Supervising site staff on behalf of and as agreed with the Client
34.	Appointing and overseeing cyclical service providers, for example but not limited to, landscapers, cleaners, window cleaners etc
35.	Appointing and overseeing contractors for ad hoc maintenance works as required
36.	Appointing and overseeing specialist contractors for items such as lift maintenance, plant and machinery, electrical equipment etc
37.	Liaising with the Client to agree the specifications required of contractors for minor works and services and ensuring the contractors adhere to those specifications
38.	Checking as appropriate that each contractor meets the standards of the Managers accreditation requirements
39.	Obtaining quotations for items of repair
40.	Organising reactive repairs
41.	Arranging provision of additional items (signs, lights etc.)
42.	Arrange and instruct such periodic Health and Safety, Fire Risk, Asbestos or other Risk Assessments as are reasonably considered necessary or are required by current legislation
43.	Arrange and administer contracts for the supply of utility services
44.	Overseeing safe working practices
45.	Liaising with new service providers and making recommendations to the Client
46.	Arranging a 24 hour telephone building emergency service for the common parts

Insurance	
47.	Arranging Building and/or Public Liability Insurance
48.	Arranging any engineering or specialist cover required
49.	Arranging Directors' & Officers' insurance
50.	Initiating insurance claims for the communal parts
51.	Monitoring works carried out under a claim
52.	Providing copy documentation to residents, solicitors etc.
53.	Liaising with the Police where appropriate
54.	Administering claims subject to the Client consenting to the Agent receiving fees for doing so from the broker
Legal	
55.	Advising on legislative requirements
56.	Advising on and interpretation of the contents of leases
57.	Advising the Client on the extent of its authority and liabilities and on management policies
58.	Liaising with the Client where the terms of the lease are not being adhered to by individual residents and advising on appropriate options
59.	Advising leaseholders regarding any breach of the lease they may be involved in or which may be a consequence of actions they are contemplating
60.	Assisting with enforcement of the terms of the lease
61.	Advising the Client on options regarding freehold purchases or sales
62.	Advising the Client regarding the Right to Manage
63.	Advising the Client regarding the Right to Enfranchisement

Schedule 2 – Additional Services Services Which Will Incur Additional Charges

	Details	Additional Cost (exc VAT)
1.	Company Secretarial Services – to include but not be limited to acting as Company Secretary to the Client, advising on Company Law, arranging Annual General Meetings and Extraordinary General Meetings including preparation and distribution of papers, Chairing Annual General Meetings and Extraordinary General Meetings (where required), preparation and circulation of minutes, helping to ensure the continuity and viability of Management Companies by seeking the appointment of new Directors when others resign, issuing share certificates and maintaining company records.	
2.	Accountancy Services – to include the preparation of statutory accounts/service charge certificate for each accounting period or part period and liaising with the client and the independent accounts required by statute to certify the accounts until they are signed off and filed <i>PLEASE NOTE – This will include filing accounts as dormant unless otherwise specifically instructed</i>	
3.	HR Services – providing a HR advisory service as agreed with the client which could include but not be limited to advising on statutory matters relating to the employment of staff, Contracts of Employment, grievances, disciplinary matters, sickness and performance matters.	
4.	Collecting and passing on Ground Rents for which the Manager will retain 10% of all monies collected	
5.	Preparing specifications, obtaining tenders and administering and coordinating works in conjunction with statutory consultation procedures or works of a one-off nature	P.O.A.
6.	Carrying out any Planned Preventive Maintenance, Health & Safety, Fire Risk or other Assessment or reviews of Assessments where competent to do so	P.O.A.
7.	Periodic valuation of re-building costs to be arranged for the sums insured	P.O.A.
8.	Preparing for and attendance at Tribunal or Court proceedings on the Client's behalf	P.O.A.
9.	Considering applications for alterations or improvements on behalf of the Client	P.O.A.
10.	On the instruction of the Client, instructing and liaising with solicitors to act on the Client's behalf in order to enforce or defend any rights or obligations owed by or to the Clients	P.O.A.

Separate services where fees are likely to be incurred by individual leaseholders		
11.	Advising on and dealing with assignments of leases or subletting	P.O.A.
12.	Debt collection fees subject to procedure outlined in Schedule 4	P.O.A.
13.	Dealing with requests for information relating to pre-contract sales enquiries	P.O.A.
14.	Granting permissions, registering interests or giving Notices if required under leases	P.O.A.
15.	Sending late payment reminders/chaser letters to lessees where sums due under leases remain unpaid subject to procedure outlined in Schedule 4	P.O.A.

Additional services may be charged at a fixed price per service, may be based on a sliding scale, may be on a percentage basis or may be charged at an hourly rate appropriate to the staff involved, depending on the service, details of which are available upon request.

Schedule 3 – Complaints Handling Procedure

What can I do if I am not satisfied with the service I have received from you?

Warwick Estates Property Management Limited are committed to providing exceptional service. If you are unhappy with the level of service that you have received, we would appreciate an opportunity to rectify any issues and apologise for any frustration or inconvenience caused.

In the first instance, we would encourage you to discuss any problems with your principal contact within the company. That person will endeavour to resolve any issues that you may have. If this does not resolve your concerns, then we would encourage you to initiate the Company's formal Complaints Handling Procedure which is explained below.

We have adopted a formal two stage procedure in line with guidance from The Property Ombudsman. This is designed to ensure that any complaint is dealt with in a timely and transparent manner.

How do I make a formal complaint to you?

Stage 1

If your initial approach with your principal contact at Warwick Estates does not satisfactorily deal with your concerns, we ask that you put your complaint in writing to our Complaints and Compliance Officer, who is responsible for ensuring that you receive a comprehensive response to your complaint. We advise you to keep copies of all correspondence sent to us and notes of any conversations or telephone calls.

In order that we can help resolve your concern as quickly and efficiently as possible, we ask you to provide the following information in the letter of complaint:

- Your name, address and a daytime telephone number on which you can be contacted
- The name and office of the individual within the company with whom you have been dealing
- A clear description of your complaint, giving concise details of what you believe has gone wrong
- Details of what you would wish to be put right

Your letter will be acknowledged within 3 working days of receipt and you will be advised of the timescale for sending a full reply, which will usually be within 14 working days of the acknowledgement.

An internal investigation into your complaint will be undertaken and, following completion of the same, you will be provided with a full response with details of what actions we have taken or will take. It is hoped that this response will resolve the matter to your complete satisfaction.

Stage 2

If you are dissatisfied with the response you have received at Stage 1 of our procedure, you may request that the matter be escalated to our Executive team as Stage 2 of our Complaints Handling Procedure.

A final review of all the issues will be undertaken by either our Chief Operating Officer, Chief Financial Officer or Chief Executive Officer.

To allow your issue to be examined thoroughly, it will take up to 14 working days to respond. This response will represent the Company's final viewpoint.

What can I do if I am still not satisfied?

If you are still not satisfied after the last stage of our complaints procedure (or more than 8 weeks has elapsed since the formal complaint was first made) then it may be appropriate for the matter to be referred to an independent third party.

a) For complaints about service charges and services provided under your lease, contact:

The First-Tier Tribunal (Property Chamber)

Details for the London, Northern, Eastern, Midlands and Southern regions can be found here:
<https://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber>

b) For complaints about our obligations to you:

The Property Ombudsman

Milford House
43-55 Milford Street
Salisbury
SP1 2BP

01722 333 306
www.tpos.co.uk

Please note the following:

You will need to submit your complaint to The Property Ombudsman within 12 months of receiving Warwick Estates' final viewpoint letter (under Stage 2), including any evidence to support your case.

The Property Ombudsman requires that all complaints are addressed through Warwick Estates' complaints procedure before being submitted for an independent review.

This is a free service.

c) If your complaint is in a business or corporate capacity, you should contact:

Centre for Effective Dispute Resolution (CEDR)

70 Fleet Street
London
EC4Y 1EU

020 7536 6060
<https://www.cedr.com/>

Useful Contacts

For all complaints:

Position: Complaints and Compliance Officer
Address: Unit 7, Astra Centre, Harlow, Essex CM20 2BN
Email: complaints.compliance@warwickstates.net

Schedule 4 – Arrears Recovery Procedure

Demands

Are sent by post or email and are accompanied by a copy of the budget a summary of rights and obligations and cover letter and a copy of the budget.

30 days are then allowed for each leaseholder/property owner to receive their invoice and make the necessary arrangements for payment.

First Reminder Notice – Warwick Letter 1

When the period elapses above, all non-payers are issued with the first reminder notice by post or by email. This letter is accompanied by a statement of account and ask for the leaseholder/property owner to submit payment. The letter states that should payment not be received within 14 days; a late payment fee will be applied to their account.

Final Reminder Notice – Warwick Letter 2

Should the recipients of the First Reminder Notices not make payment or contact us within the 14 days allowed within the Warwick Letter 1, first reminder notice, the late payment fee will be applied to the accounts and then the second reminder notices will be issued by post or by email.

The late payment fee applied depends on the level of arrears and different rates of fees are charged for lower arrears to ensure that we are acting in a reasonable manner.

This notice allows a further 14 days for payment. The Warwick Letter 2 states that should payment not be made after the issuance of this letter; the account will be passed to an external debt collection agent and a referral fee will be charged. This fee covers our administrative time which is spent liaising with the debt collection company throughout this process and is inclusive of our costs should any case progress to Court.

This notice allows a further 14 days for payment to be made by the leaseholder/property owner. On the 15th day, the non-payers are referred to an external debt collection agent and they will then commence collection of these monies. At this time, Debt referral fees will be applied to the account.

Debt Collection Agent

Our preferred external debt collection company used is Property Debt Collection Ltd (PDC) however, we also have relationships with Brady Solicitors, JB Leitch and SLC. All firms will use various methods to try and contact the owner and should they not receive a response, contact will be made with the mortgage lender (this applies to both Leasehold and Freehold properties). In some instances, a mortgage lender will settle the balance in full prior to any legal action.

All collected funds are passed to Warwick Estates for allocation to the appropriate client bank account.

Schedule 5 – Supplied Information

The Manager's complaints handling procedure:

Outlined under Schedule 3 of this agreement

Details of those Additional Services that may be payable by the Client if not recovered and/or recoverable from the leaseholder(s) within the Development:

Outlined under Schedule 2 of this agreement

Details of any Ombudsman scheme to which the Manager belongs:

The Property Ombudsman Ltd
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP
01722 333 306
www.tpos.co.uk

Details of public liability and professional indemnity policies which the Manager has obtained:

PUBLIC & PRODUCTS LIABILITY

Insurer: AXA Insurance UK plc
Policy Number: BM CMB 6971970
Policy Period: 30th September 2022 to 29th September 2023
Limit of Indemnity: £ 5,000,000 each claim

PROFESSIONAL INDEMNITY

Insurer: DUAL Corporate Risks Limited (£2m), Lloyd's Syndicate - 609 Atrium/Axis Specialty Insurance Company/ Lloyd's Syndicate – 2121 Argenta (£3m)
Policy Number: P22A263656P & P22B263656P
Policy Period: 30th September 2022 to 29th September 2023
Limit of Indemnity: £ 5,000,000 each claim

EMPLOYERS LIABILITY

Insurer: AXA Insurance UK plc
Policy Number: BM CMB 6971970
Policy Period: 30th September 2022 to 29th September 2023
Limit of Indemnity: £10,000,000 any one occurrence