



MANAGEMENT AGENCY AGREEMENT BETWEEN

Insert Company Name c/o address

(The Manager) MIH Property Management Ltd whose
(registered) office is at: 4 Prince Albert Road,
London, United Kingdom, NW1 7SN

info@mihproperty.co.uk

for

Insert Property Address

Dated

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TERMS AND CONDITIONS

1 Definitions

- 1.1 The 'Client' means the resident management company, right to manage company, or other landlord named in the cover sheet to this agreement.
- 1.2 The 'Manager' is the managing agent named in the cover sheet to this agreement.
- 1.3 The 'Property' is the estate, scheme, or development named in the cover sheet to this agreement and as described at clause 24 of this agreement.
- 1.4 The 'Management Fee' is the fee set out in the fee agreement in Appendix I (herein referred to as the 'Fee Agreement').
- 1.5 The 'Services' mean the services set out and the frequency specified in Appendix II.
- 1.6 'Additional Charges' are the charges listed for additional services in Appendix III.
- 1.7 'Term' means the term of this agreement, which shall commence on the date set out in clause 2.3, being **INSERT DATE ON WHICH SERVICES COMMENCED** and continue for a period of 364 days, unless terminated earlier in accordance with clause 12.
- 1.8 The 'Parties' means the Client and the Manager.
- 1.9 'Applicable Laws' means the laws of England and Wales and any other applicable laws or regulations, regulatory policies, or binding industry codes.
- 1.10 'Applicable Fire, Health and Safety Laws' means the laws of England and Wales relating to fire, health and safety any other applicable laws or regulations, regulatory policies, or binding industry codes.
- 1.11 'ARMA' means the Association of Residential Managing Agents whose website is www.arma.org.uk.
- 1.12 'RICS' means the Royal Institution of Chartered Surveyors whose website is www.rics.org
- 1.13 'Intellectual Property Rights' means all patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in

computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 1.14 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.15 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A reference to writing or written includes fax and email.

2 Appointment

- 2.1 The Client appoints the Manager to be its exclusive managing agent for the Property for the Term on the terms of this agreement, provided that either party shall be entitled to terminate this agreement prior to the Term in accordance with clause 12.
- 2.2 For the duration of this agreement, and subject to clause 9.7, the Manager may enter into such contracts:
 - 2.2.1 as are reasonably necessary for the management functions of the Property in relation to the Services being provided under this agreement on behalf of an in the name of the Client;
 - 2.2.2 on its own behalf, to the extent necessary for the provision of the Services.
- 2.3 The Client agrees to the terms of this agreement and will be deemed to be bound by them upon the earlier of:
 - 2.3.1 Signature of the agreement by the Client and the Manager: or
 - 2.3.2 Commencement of the provision of the Services by the Manager, in which case the agreement will be deemed to have come into effect from the date of the provision of the first of such Services.

- 2.4 For the avoidance of doubt where pursuant to clause 2.3 this Agreement is signed by the Client after the Manager has commenced provision of the Services, the agreement will be deemed to have come into effect from the date of the provision of the first of such Services.

3 Services to be provided by the Manager

- 3.1 The Manager will perform with reasonable care, skill and diligence the Services set out with the frequency as agreed and specified in Appendix II for the Management Fee as set out in Appendix I.
- 3.2 The Manager will provide additional services for the Client for Additional Charges as set out in Appendix III
- 3.2 The Manager will provide additional services (if any) for the Client for the Additional Charges as set out in Appendix III with reasonable care, skill and diligence.
- 3.3 Where instructed the Manager will provide additional services (if any) for the Client for Additional Charges as set out in Appendix IV with reasonable care, skill and diligence.
- 3.4 In providing the Services and complying with the obligations set out in this agreement the Manager shall, except as stated otherwise, have the authority to act on behalf of the Client to take such actions as are expressly authorised by this agreement and to incur expenditure in providing the Services and complying with the obligations set out this agreement.
- 3.5 The Manager may at the cost of the Client seek the advice of specialist surveyors, engineers, building contractors, solicitors and other specialist professional advisers where the carrying out of the Services reasonably requires the Manager to obtain such advice.
- 3.6 Where any contracts, deeds or liabilities authorised by this agreement are to be entered into in connection with the Property then except where provided otherwise under this agreement such contracts or liabilities shall be entered into in the name of the Client and not in the name of the Manager.
- 3.7 In the event of emergency the Manager shall be permitted to take precautionary steps and/or incur emergency expenditure in respect of the Services to protect the Property without the approval of the Company if in the reasonable opinion of the Manager:
- 3.7.1 such reasonable actions are necessary to correct any matter that threatens loss of life, serious personal injury or property damage or the matter breaches an applicable law or regulation; and

3.7.2 given the emergency nature which has arisen it is not reasonably practical to seek the Client's approval to such action and/ or expenditure.

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

The Manager has provided to the Clients the following information:

- Legal status: Limited Company and Member of ARMA
- Office address: 2 Eastbourne Terrace, London W2 6LG
- VAT registration number: 256 42 50 09
- ARMA membership: Please refer to the ARMA website for confirmation.
- A copy of its complaints handling procedure
- Ombudsman scheme: The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP
- A copy of the MIH Public Indemnity Policy will be appended to this agreement.

5 Conduct of the Manager

5.1 The Manager will use reasonable endeavours to:

5.1.1 comply with the terms of the leases of the Property; and

5.1.2 comply with the requirements of ARMA and the Service Charge Residential Management Code of the RICS as appropriate.

5.2 The Manager will;

5.2.1 comply with relevant landlord and tenant legislation;

5.2.2 comply with the Applicable Laws relating to its obligations in the management of the Property; and

5.2.3 comply with the Applicable Fire, Health and Safety Laws relating to its obligations in the management of the Property.

5.3 The Manager will comply with its obligations under employment and all other relevant laws and regulations relating to the management of the Property (if applicable).

5.4 The Manager will hold professional indemnity insurance including fidelity cover and maintain it during the Term. On request, the Manager must give the Client a copy of the certificate of insurance.

5.5 The Manager will comply with the rules of the Financial Conduct Authority when carrying out any regulated insurance activities.

- 5.6 The Manager will with reasonable notice, provide access to records appertaining to the management of the Property.
- 5.7 Where pursuant to the Services the Manager is required to arrange any insurance policy relating to the Property, such obligation shall not be absolute but shall instead comprise an obligation on the Manager to use all reasonable endeavours to arrange the relevant insurance policy, having regard to the fact that insurance for certain risks may not be available in the relevant insurance market on reasonable terms acceptable to the Client at the time the insurance policy was intended to be entered into. The ultimate responsibility and obligation to procure any insurances relating to the Property shall remain with the Client.

6 Conduct of the Client

- 6.1 The Client will ensure the handover to the Manager prior to the commencement of the Services of the documents listed in Appendix V, the Takeover List, and any other documents as may be requested by the Manager or required in connection with the management of the Property. The Client warrants that it has supplied (and will continue to supply) to the Manager all material information relating to the Property and the provision of the Services, including information relating to the state of repair of the Property and any proposed construction or renovation works.
- 6.2 Without prejudice to the Manager's obligation under this agreement, the Client acknowledges and agrees that it is responsible for compliance with all Applicable Laws and Applicable Fire, Health and Safety Laws relating to the Property, procuring any insurances relating to the Property, its own business and operations, and for the upkeep and any damage to the Property.
- 6.3 The Client agrees to co-operate with the Manager in all matters relating to the Services and to provide any information, documents, instructions, approvals, consents, comments and to do any other acts reasonably requested by the Manager in connection with the provision of the Services in a timely manner and in any event within 14 days of such request. The Client warrants that all information provided to the Client pursuant to or in connection with this agreement is and will be complete and accurate.
- 6.4 The Client will not issue any instructions to the Manager that require it to breach the leases of the Property, Applicable Laws, Applicable Fire, Health and Safety Laws, applicable Codes of Practice or any other regulations relating to the management of the Property.

- 6.5 The Client will act in a manner that ensures there is no unlawful discrimination in the provision of services and the employment of any staff or contractors.
- 6.6 The Client will not give instructions to the Manager's staff working solely at the Property. Any instructions should be given through the Manager's nominated representative as agreed between the Parties.
- 6.7 The Client is not required to arrange and hold directors' and officers' liability insurance for the Term but is advised to do so. On request, the Client will give the Manager a copy of any such insurance certificate.
- 6.8 The Client will keep the Manager informed of possible formation of resident associations, exercise of the right to manage, enfranchisement and any other matter relating to the management of the Property of which the Client becomes aware.
- 6.9 When oral instructions are given by the Client to the Manager, these should be confirmed by the Client in writing within 7 days.
- 6.10 The Client shall keep any materials, equipment, documents and other property of the Manager provided by the Manager to the Client (Manager Materials) in safe custody at its own risk, maintain the Manager Materials in good condition until returned to the Manager, and not dispose of or use the Manager Materials other than in accordance with the Manager's written instructions or authorisation.
- 6.11 The Client shall promptly notify the Manager of any transfer, sale or dealing in any other way of any interest it has in the freehold of the Property. Nothing in this clause shall prevent the Client from entering into leases of any part of the Property in the usual course.
- 6.12 During the Term the Client grants a non-exclusive licence to the Manager to enter the Property for the purpose of carrying out the Services.

7 Disclosures, Commissions and Associated Companies

- 7.1 The Manager has disclosed in writing to the Client all commission arrangements that may apply to its management of the Property.
- 7.2 The Manager is authorised by the Client to retain/not retain the commission from the arrangements already declared.
- 7.3 The Manager will disclose any future commission arrangements that it may wish to enter into during the Term of this agreement before so doing and seek the consent or not of the Client to any such arrangement.
- 7.4 The Manager has disclosed to the Client the details of any related companies with whom the Manager has an interest.
- 7.5 The Manager will not award any contracts for services or works of any kind to those associated companies without the prior consent of the Client.
- 7.6 The Manager has disclosed to the Client any relationship, other managements or interest of any kind it has with the freeholder/landlord of the Property if the Client is not the freeholder/landlord.

8 Fees and charges

- 8.1 The fees and charges payable by the Client to the Manager are as set out in Appendices I and III and are payable without any right of set-off against any other account with the Client.
- 8.2 The Client authorises the Manager to deduct the Management Fee and Additional Charges from the designated bank account on the dates set out in the Fee Agreement.
- 8.3 The Client will pay the Manager a setting up fee as specified in Appendix I for the work involved in setting up the management arrangements for the property. The fee must be paid as soon as this agreement is signed.
- 8.4 The Client will pay to the Manager interest on any overdue fees and charges payable by the Client to the Manager at the rate of 4% over base rate of NatWest Bank from the date the fee or charge became due until the date of payment.

9 Handling of Client's Money

- 9.1 The Manager will comply with statutory and ARMA's rules for banking and holding any funds of the Client in a clearly designated bank account (s). Any such client funds must be held in trust.

- 9.2 The Manager will open a designated bank account(s) on behalf of the Client in the name of the Property or name of the Client for the receipt of all money due to the Client and the payment of expenses relating to the Property
- 9.3 Where applicable, the Manager will open a designated bank account(s) on behalf of the Client in the name of the Client for the receipt of reserve fund(s) contributions made by leaseholders.
- 9.4 The Client authorises the Manager to make payments for the purpose of providing the Services (within the limits set out in 9.7 below) from the designated bank account(s) held for the Property.
- 9.5 The Client irrevocably authorises the Manager to deduct any outstanding Management Fee and Additional Charges from the designated account during the Term and after this management agency agreement terminates
- 9.6 It is hereby agreed that any interest earned on the designated account(s) shall be a credit to that account(s) together with any negative interest absorbed by that accounts(s) .
- 9.7 The expenditure authorisation limit of the Manager without referral to the Client shall be **£..... inclusive of VAT** inclusive of VAT (per item OR per flat) however, this shall be within the overall context of any annual service charge budget. Where there is possible endangerment to life or loss of amenity, this limit will not apply, however MIH will undertake to mitigate costs incurred where possible.
- 9.8 The Manager will notify the Client as soon as possible of any lack of funds to pay for the services. The Client shall put the Manager in funds to pay for services required if there is a deficit for any reason and the Manager may cease to provide services if no funds are available.

10 Liability and Indemnity

- 10.1 Subject to clause 10.5, no liability shall be attached to or sustained or incurred by the Manager either in contract or in tort or otherwise for any loss, injury, damage, costs or legal or other expenses sustained as a result of:
- 10.1.1 The Manager having reasonably relied upon the Client to provide accurately all relevant information;
- 10.1.2 Any inaccurate forecast by the Manager of future income or expenditure unless done so negligently;

10.1.3 Any defect in the Property, or plant and machinery, equipment or materials used for the property, whether or not such defect be latent or apparent upon examination;

10.1.4 Any failure by the Client to provide adequate or timely instructions, approvals or consents;

10.1.5 Any failure by the Client to put the Manager in funds to pay for services in connection with the Property;

10.1.6 Any act, omission or insolvency of any person (including the Client) other than the Manager, or any breach of this agreement by the Client.

10.2 Subject to clause 10.5, the Manager's total liability to the Client in contract or in tort or otherwise under or in connection with this agreement and the Services shall not exceed an amount equal to the aggregate Management Fees paid by the Client to the Manager in the 12 months preceding the event giving rise to the liability.

10.3 The Client shall indemnify the Manager in respect of all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Manager arising out of or in connection with:

10.3.1 any claims made or alleged or any action brought or threatened against the Manager by a third party due to an act or omission of the Client;

10.3.2 any one or more of those circumstances listed in 10.1.3 to 10.1.6 above;

10.3.3 any claim brought or alleged against the Manager for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of any materials provided by the Client; and

10.3.4 any breach by the Client of the terms of this agreement.

10.4 The Manager shall not be liable to the Client in respect of any claims made by another or third party for any loss, injury, damage or legal or other expenses incurred as a result of any one or more of those circumstances listed in 10.1.1 to 10.1.3 above or otherwise.

10.5 The above shall not be valid insofar as prohibited by statute.

- 10.6 In no circumstances shall the Manager be liable for any loss of profits or earnings, loss of contracts, damage to goodwill, or consequential loss or damage save where loss, death or injury results from negligence on the part of the Manager.
- 10.7 All debts and liabilities to third parties required or permitted to be incurred by the Manager on behalf of the Client under this agreement in the course of its operation and management of the Property shall be the debts and liabilities of the Client alone, and the Manager shall not be liable for any such obligations by reason of its role under or performance of this agreement.
- 10.8 The provisions of this agreement apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

11 Warranties

11.1 Each party warrants that:

11.1.1 it has full capacity and authority to enter into and to perform this agreement and once duly executed, this agreement will constitute legal, valid and binding obligations;

11.1.2 this agreement is executed by a duly authorised representative of that party; and

11.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this agreement.

12 Ending this Agreement

12.1 This agreement will end at the expiry of the Term as allowed for in 1.7.

12.2 This agreement may be terminated at any time by the mutual consent of the parties in writing.

12.3 The Client may end this agreement at any time in writing if:

12.3.1 The Manager is in breach of this agreement, and the Client has notified the Manager of that breach in writing, and the breach has continued for 30 days after that notice: or

12.3.2 The Manager becomes insolvent or makes other arrangements with its creditors; or

12.3.3 The leaseholders of the Property exercise the right to manage or enfranchise or a manager is appointed by a Tribunal.

12.4 The Manager may end this agreement at any time in writing if:

12.4.1 The Client fails to pay the Management Fee or other Additional Charges owing to the Manager within one calendar month of notice of the fee and charges; or

12.4.2 The Client is in material breach of this agreement, and the Manager has notified the Client of that breach in writing, and the breach has continued for 30 days after that notice;

12.4.3 The Client becomes insolvent or makes other arrangements with its creditors, or is liquidated or suffers a petition for its winding up, or is struck off the register of companies, or suffers or takes any steps in connection with any of the foregoing;

12.4.4. The Client acts in a way that prevents the Manager from performing its Services under this agreement, and more specifically is in breach of any of the obligations at clauses 6 or 9.8 above.

12.4.5 If the Manager ends the agreement under this clause the Client shall be liable to pay the Manager's fees to the end of the quarter during which the Manager ends the agreement.

12.5 When this agreement is ended:

12.5.1 the Manager will handover to the Client the documents itemised in Appendix V, the Handover List, if they are in its possession;

12.5.2 the Client shall immediately pay to the Manager all of the Manager's outstanding unpaid invoices and interest, and a handover fee if applicable, and, in respect of Services supplied but for which no invoice has been submitted, the Manager shall submit an invoice, which shall be payable by the Client immediately on receipt; and

12.5.3 the Client shall immediately return any Manager Materials to the Manager.

- 12.6 Unless agreed otherwise all documents created by the Manager during the period of this agreement for the Client relating solely to the Property or the Services shall belong to the Client
- 12.7 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- 12.8 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

13 Dispute Resolution

13.1 If any dispute arises over the interpretation of or compliance with the specific clauses in 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.

13.2 If the Parties have not settled dispute by negotiation within 56 days from when the dispute began (or sooner if the Parties agree) the Client can refer the dispute to the relevant Ombudsman scheme of which the Manager is a member.

14 Data Protection

- 14.1 In this clause:

14.1.1 Data Protection Legislation shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (GDPR); the Data Protection Act 2018 and any other applicable legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications); and

14.1.2 Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures shall have the meaning given in the Data Protection Legislation.

- 14.2 Each party shall comply with all the obligations imposed on it under the Data Protection Legislation and shall provide such assistance to the other party as is reasonably required to enable the other party to comply with any requests from data subjects to exercise their rights under the Data Protection Legislation within the required time limits.

- 14.3 If and to the extent that in the fulfilment of this agreement the parties are, for the purposes of the Data Protection Legislation, joint controllers, the parties will cooperate in agreeing and documenting appropriate arrangements between them for the purposes of Article 26 of the GDPR and:

14.3.1 shall make available to Data Subjects the essence of those arrangements;

14.3.2 acknowledge that Data Subjects may exercise their rights under the GDPR in respect of and against each party; and

14.3.3 agree to provide to each other such cooperation as may reasonably be required to assist the other party in compliance with its obligations under Article 26 of the GDPR.

- 14.4 If and to the extent that in its fulfilment of this agreement, the Manager will process data in relation to individuals on behalf of the Client so that for the purposes of the Data Protection Legislation, the Client is the controller and the Manager is the processor:

14.4.1 the Manager shall, in relation to any personal data processed on behalf of the Client in connection with the performance of its obligations under this agreement:

- process that personal data only on the written instructions of the Client unless the Manager is required by any Applicable Laws to otherwise process that personal data. The scope, nature and purpose of processing by the Manager is in respect of and for the purposes of the Manager providing the Services to the Client in connection with this agreement, for the duration of this agreement and for a period of 6 years thereafter, or (i) such shorter period where the processing is no longer authorised or no longer necessary for the purpose of this agreement or for compliance with Applicable Laws, or (ii) such longer period where the processing is required pursuant to Applicable Laws. The types of personal data may include the names, postal addresses, email addresses, contact telephone numbers and vehicle registration numbers of residents, lessees and visitors at the Property, the directors, officers and employees of the Client, the contacts at other service providers of the Client and any other individuals contacted by the Manager in the course of providing the Services to the Client.

- adhere to the security principles under the GDPR, and in particular ensure that appropriate organisation and technical measures are in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the

data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- ensure that all of its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- not transfer any personal data outside of the UK unless done so in accordance with the Data Protection Legislation;
- assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the Client without undue delay on becoming aware of a personal data breach;
- promptly following the written direction of the Client and at the Client's cost, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by any applicable law to store the personal data; and
- maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Client or the Client's designated auditor of such records and information.

14.4.2 The Client consents to the Manager appointing each of its subcontractors and each contractor engaged to provide services in connection with the Property as a third party processor of personal data under this agreement. The Manager confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in clause 14.4.1. As between the Client and the Manager, the Manager shall remain liable for all acts or omissions of any third party processor appointed by it pursuant to this clause.

15 Intellectual Property

Without prejudice to clause 12.6, all of the Manager's Intellectual Property Rights existing prior to the commencement of the Services (including in the Manager Materials), and any developments in or improvements to the same, shall be the property of the Manager (excluding for the avoidance of doubt any Intellectual Property Rights in any materials provided by the Client).

16 Confidentiality

16.1 Neither party shall use or disclose to any person any confidential information about the business or affairs of the other party or any of its business contacts, or about any other confidential matters which may come to their knowledge in the course of or in connection with this agreement, except as is required for the performance of their obligations or exercise of their rights under this agreement. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the other party or any of its business contacts.

16.2 The restriction in clause 16.1 does not apply to:

16.2.1 any use or disclosure authorised by the other party or as required by law; or

16.2.2 any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure in breach of this clause.

17 Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (including acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil commotion or riots, war, threat of or preparation for war, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors; and interruption or failure of utility service)

18 Communication between the Parties

18.1 Any communication or instruction from the Client to the Manager shall be made by a director or secretary of the Client or person of equivalent executive authority.

18.2 Service of written communications shall be by first class post to the address shown on the front cover of this agreement, by email (or such other address as one party may notify to the other in accordance with [this clause](#)). Notice to end this agreement shall be by registered or recorded delivery post only.

- 18.3 Any communication in writing will be deemed to have been served on the third working day after posting or emailing.

19 Entire Agreement

- 19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21 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.

22 Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23 Legal Jurisdiction

- 23.1 This agreement shall be governed by the law of England and Wales.
- 23.2 Each party agrees to abide by the exclusive jurisdiction of the courts of England and Wales over any claim arising from or in connection with this agreement.

24 The Property

Property Manager to complete this information:

1. Addresses of any/all blocks to be managed
2. A full description of the property including all areas managed - please delete or add where applicable

- Common areas
- Car parking spaces
- Garages
- Recycling/Bin areas
- Gym
- Any other area of importance
- Recreation area/playground
- Gardens
- Any other area of importance
- Commercial premises
- Porters flats

Signed on behalf of the Client

Print name and position

In the presence of:

Signature.....

Print name and position

Signed on behalf of the Manager

Print name and position

In the presence of:

Signature.....

Print name and position

Dated.....2021



APPENDIX I

FEE AGREEMENT

- The **Term** of this Agreement is as set out in 1.7 above
- The Setting-up fee is **£XXX + VAT** and is payable as soon as this Agreement is signed.*
- The **Management Fee** is payable for the services in Appendix II and is **£XXX + VAT** per annum (which equates to **£XXX + VAT** per unit per annum)
- Should the Client utilise the MIH Administrative Company Secretarial Service, this will be subject to a separate fee agreement.*
- The Management Fee is to be paid **quarterly in advance**.
- The Management Fee and any Additional Charges must be paid to the Manager in accordance with clauses 8 and 9 of the agreement.
- The Ground Rent collection fee is **£XXX + VAT**. *

*Delete where applicable



**APPENDIX II
THE SERVICES**



DESCRIPTION	FREQUENCY	CHARGING BASIS WHERE NOT INCLUDED IN THE SERVICES
Opening and handling bank accounts.	As and when required	Included
Preparing and sending out service charge estimates.	As and when required	Included
Collecting service charges and reserve fund contributions including sending demands and associated summaries and any required statements.	As and when required	Included
Processing payments relating to the Property within expenditure limits and funds available or as reasonable expediency shall dictate.	As and when required	Included
Accounting for services charges.	As and when required	Included
Providing information to accountants prior to the preparation of annual service charge accounts.	Annually	Included
Using best endeavours to collect current and on-going routine service charge arrears but not action requiring legal work or tribunals.	As and when required	Included
Providing reasonable management information to the leaseholders.	As and when required	Included
Liaising with the Client.	As and when required	Included
Liaising with any recognised resident(s) association(s).	As and when required	Included
Entering into and managing maintenance contracts on behalf of the Client.	As and when required	Included
Viewing, without the use of inspection equipment, the common parts of the Property to check condition and deal with any necessary repairs other than major repairs.	Quarterly	Included
Preparing specifications and contracts for minor works and services such as cleaning, gardening, window cleaning and overseeing such works	As and when required	Included
Consultation with the client on management matters (and qualifying works).	As and when required	Included
Consultation with the client on long-term agreements except for consultation on the appointment of a managing agent.	As and when required	Included
Engaging and supervising on behalf of the Client site staff for the Property and dealing with all matters relating to their employment other than pension and Employment Tribunal matters.	As and when required	An additional 8% + VAT of the Annual Staff Remuneration
Visiting the Property.	Quarterly	Included
Dealing with day-to-day lessee issues and reporting to and taking instruction from the Client on lessees' dissatisfaction.	As and when required	Included

Advising the Client on all relevant legislative and regulatory issues and general interpretation of leases	As and when required	Included
Keeping records of residents and tenancy details where provided.	As and when required	Included
Advising and liaising with the Client on management policy.	As and when required	Included



Appendix III

Additional Charges



ADDITIONAL SERVICES	FREQUENCY	CHARGING BASIS where not included in the Services.
Any additional work entailed, where the information as listed in Appendix II is not forthcoming on the Takeover list.	Initially	Fee will be agreed with the Client in advance
Arranging buildings and other insurance and dealing with claims.	Annually	MIH take a commission of 20% of the Buildings Insurance premium ONLY
Providing copy documents including insurance policies, copies of invoices and receipts, for which there may be a charge.	As and when required	Fee will be agreed with the Client in advance if applicable
Issuing demands for administration charges with associated summaries of rights.	As and when required	Fee will be agreed with the Client in advance if applicable
The collection of arrears existing at the time of takeover (excluding RTM)	Initially	Fee will be agreed with the Client in advance if applicable
The provision of leaseholder welcome packs or handbooks.	As and when required	Fee will be agreed with the Client in advance
Fees for specialist advice on assessment of major repairs and decoration or other issues.	As and when required	Fee will be agreed with the Client in advance
Negotiating with local and statutory authorities regarding operation or amendment or improvements to communal services as necessary.	As and when required	Fee will be agreed with the Client in advance
Preparing specifications, obtaining tenders and supervising major works.	As and when required	Fee will be agreed with the Client in advance
Holding annual meetings with residents if required.	Annually	Included
Offering any vacant property for let.	Not applicable	Not applicable
Advising and providing information on the transfer of leases.	As and when required	Fee will be agreed with the Client in advance

Responding to pre-contract sales enquiries.	As and when required	Please refer to Appendix VI
Advertising and recruiting site staff on behalf of the Client.	As and when required	Please refer to "Engaging and supervising on behalf of Client Site Staff" above
Dealing with any pension issues relating to site staff.	Not applicable	Not applicable
Subletting, changes of use and handling requests for any necessary approvals, lease extensions and variations.	As and when required	Please refer to Appendix VI
Preparing replacement cost assessment for insurance valuation purposes on buildings and landlord contents.	As and when required	We do not charge for arranging quotations for an RCA
Preparing schedules of dilapidation or condition in respect of individual dwellings	Not applicable	Not applicable
Supplying additional copies of the accounts and other documents.	As and when required	Fee will be agreed with the Client in advance
Dealing with requests for improvements or alterations by leaseholders and related party wall matters	As and when required	Please refer to Appendix VI
Legal recovery of unpaid service charges or ground rents or action for non-compliance with leases including instructing solicitors and preparing for and attending Court/Tribunal.	As and when required	Fee will be agreed with the Client in advance
Carrying out appraisals of reserve funds including surveys of Property and reporting to Client.	As and when required	Included
Preparing and monitoring major building works not covered by annual contracts, dealing with S20 consultations, including serving the required notices, instructing and liaising with specialist consultants, inspecting work in progress, and handling retentions.	As and when required	Please refer to Appendix VI
Preparing statutory accounts for submission to Companies House excluding audit if required.	Not applicable	Not applicable
Company Secretarial Services: Acting as Company Secretary to the Client	Not applicable	Please refer to separate document "Company Secretarial Duties List" if using Company Secretarial Service provided by MIH

• Issuing membership or share certificates • Calling annual general or extraordinary meetings: • prepare notices, attend and take minutes.		
Arranging venues for AGM's and EGM's.	As and when required	We do not charge for arranging the AGM or EGM venues
Attending meetings of directors virtually or in person	As and when required	We do not charge for reasonable meetings during office hours which are 9am to 5pm.
Attending Virtual Meetings	Quarterly plus AGM	Included
On Site Meetings outside of Office Hours	As and when required Monday to Friday	Fee will be agreed with the Client in advance.
Filing statutory company returns.	Not applicable	Not applicable
Providing any form of services to the Client over and above this Management Agency agreement in relation to the exercise by the lessees of Enfranchisement, the Right to Manage or as the result of the Appointment of a Manager by a Tribunal.	As and when required	Fee will be agreed with the Client in advance
Dealing with taxation issues relating to trust fund interest.	Not applicable	Not applicable
Any matters relating to rent reviews.	As and when required	Fee will be agreed with the Client in advance
Answering leaseholders queries additional to those to be reasonably expected and where excess work arises due to this.	As and when required	Fee will be agreed with the Client in advance
Providing detailed legal advice on any of the above.	As and when required	Fee will be agreed with the Client in advance
Providing accommodation for meetings and inspection of documents and the facility to make photocopies.	As and when required	Fee will be agreed with the Client in advance

APPENDIX IV
Fire, Health and Safety

Additional Services	INCLUDED IN THE SERVICES OR ADDITIONAL CHARGE	FREQUENCY	CHARGING BASIS WHERE NOT INCLUDED IN THE SERVICES
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to arrange a suitable and sufficient health and safety risk assessment in relation to the Property and the management of the Property.	MIH will not charge for selecting a contractor	As and when required	The contractor will charge for the service provided
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to arrange a suitable and sufficient fire risk assessment in relation to the Property and the management of the Property.	MIH will not charge for selecting a contractor	As and when required	The contractor will charge for the service provided
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to undertake periodic health and safety inspections (but not specialist checks and tests).	If this is carried out as part of an MIH General inspection no charge will be made	As and when required	If this is an additional visit outside of our agreed regime MIH reserve the right to charge.
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to undertake periodic fire inspections (but not specialist checks and tests).	If this is carried out as part of an MIH General inspection no charge will be made	As and when required	If this is an additional visit outside of our agreed regime MIH reserve the right to charge.
Implementing the arrangements that need to be taken for the effective planning, organisation, control, monitoring and review of the preventive and protective measures which have been identified in the health and safety risk assessment.	MIH will not charge for arranging routine and minor remedies	As and when required	MIH reserve the right to charge for any major works that result from an assessment.
Implementing the arrangements that need to be taken for the effective planning, organisation, control, monitoring and review of the preventive and protective measures which have been identified in the fire risk assessment.	MIH will not charge for arranging routine and minor remedies	As and when required	MIH reserve the right to charge for any major works that result from an assessment.

Appendix V

THE TAKEOVER AND HANDOVER LISTS

A. The Takeover List

The Parties hereby agree that the Client shall ensure that the following records, documents and information shall be made available to the Manager in taking over management of the Property.

Description	Timescale

B. The Handover List

The Parties hereby agree that the Manager on ceasing to manage the Property shall make available to the Client the following records, documents and information.

Description	Timescale

THE PROPERTY

- Copy of the Land Certificate.
- Plans and drawings if any of the site and buildings.
- Details of utilities and location of main stop-cocks etc.
- Details of any major works and long term agreements ongoing and copies of S.20 notices and responses given.
- Details of any major works and long term agreements planned and copies of any related S.20 notices and responses given.
- Details of plant, machinery and relevant documentation.
- Copies of statutory inspection reports.
- Arrangement for out of hours emergencies.

INSURANCE

- Contact details of current broker/insurers.
- Original of schedule and policy for the property.
- Details of most recent valuation of the property.
- Summary of claims history over past three years.
- Files on open insurance claims and agreement on who will handle such.
- Details of third party and employers liability (including current and all previous certificates for employers liability where employer is not changing).
- Originals of mechanical engineering insurance and the last three years' inspection reports

CONTRACTS AND CONTRACTORS

- Details of all current contracts.
- Details of regular contractors used and the scope of their duties and payment terms. Details of any current warranties

THE LEASEHOLDERS

- Originals or copies of all leases and deeds of variation and other licences etc.
- Copy of any current house rules.
- Details of any ongoing assignments.
- Names and contact details of all lessees, including those who are not resident.
- Details of any sub-let flats and their occupants.
- Schedule of ground rents payable.
- Schedule of service charge apportionments per unit.

LEGAL

- Details of any current disputes whether involving lessees, contractors or other parties.
- Details of any current or impending litigation whether for or against the client.
- Details of solicitors employed.

ACCOUNTING INFORMATION

- Certified service charge accounts for at least the last three years and preferably six years or longer.
- Copy of the current service charge budget.
- Bank statements relating to lessee and client monies for the property.
- A reconciled copy of the cash book.
- Service charge balances and statements.
- Paid contractors and suppliers' invoices for the current period and previous years. (Note: The receipts and invoices to support service charges belong to landlord so, if the agent changes, all years held should be handed over. Tribunals can review charges made many years ago if a challenge is made by lessees.)
- Outstanding contractors and suppliers' invoices.
- Reconciled trial balance and supporting schedules made up to the date of the handover.
- A cheque for the balance of funds in hand.
- Method of payment used by each lessee.
- Agreed payment plans for arrears if any.
- Copy correspondence about any outstanding arrears.



STAFF

- Copies of any contracts of employment along with job descriptions.
- A full record of each person's employment history.
- Details of any disciplinary action taken or other special circumstances.
- PAYE records for the current period and the previous years if appropriate.

MISCELLANEOUS

- Details of any guarantees.
- A full set of labelled keys, any spares and access codes and programming procedures.
- Copies of unanswered correspondence and other relevant enquiries.
- Details of ICO Status & Registration

HEALTH AND SAFETY

- Copy of EWS1 Form
- Copy of As Built construction details.
- Copy of As Built drawings
- Copy of any risk assessments carried out.
- Copy of any accident records.
- Copy of any asbestos register.
- CDM file if appropriate.
- Copies of original O & M manuals from the construction of the building and any manuals relating to subsequent installations.

COMPANY INFORMATION

[Where a Resident Management Company or Right to Manage Company is the client - and subject to arrangements over the Company Secretarial role.]

- Copy of Memorandum & Articles of Association.
- The Books including minutes, stock transfer forms, Certificate of Incorporation, seal etc.
- Copies of previous annual returns.
- The last six years' (audited) accounts.
- All financial records and supporting documentation for the last six years.
- Details of accountants/auditors used.
- Details any Directors and Officers Liability Insurance.



APPENDIX VI

Fees Payable by Leaseholders/Fees Payable by Client or Service Charge

Fees Payable by Leaseholders

Application and Administration fee for Licence to Make Alterations	£300.00 plus VAT
Application for Consent for Minor Works not requiring a Licence	£150.00 plus VAT
Application and Administration fee for Licence to Sublet JOE	£150.00 plus VAT
Application and Administration fee for Deed of Covenant (Solicitor prepared)	£150.00 plus VAT
Application and Administration fee for Deed of Covenant (MIH prepared)	£300.00 plus VAT
Application for a Pet Licence	£100.00 plus VAT
Application fee for a Licence for Equipment (if applicable)	£100.00 plus VAT
LPE1 Sales Enquiry Pack	£300.00 plus VAT
Receipting Notices i.e. Transfer, Charge	£60.00 plus VAT
Letter of Compliance	£60.00 plus VAT
Issue Share Certificate / Member Certificate	£100.00 plus VAT
Prepare and Issue Deed of Indemnity	£70.00 plus VAT
Arrears Collection	
1st Reminder (issued 7 days after due date)	No Fee
2nd Reminder (issued 21 days after due date)	£20.83 plus VAT
3rd Reminder - Letter before Action (issued 28 days after due date)	£41.67 plus VAT
Solicitor Referral (issued 35 days after due date)	£80.00 plus VAT
Copy of Lease	£30.00 plus VAT



Fees Payable by Client or Service Charge

Company Secretarial

£500.00 plus VAT
Reduced to £400
plus VAT per
annum if no
Ground Rent

Staff Management (per staff member)

N/A

Ground Rent Collection (If no Service Charge)

10.00%

Ground Rent Collection (If Service Charge Collected)

No Fee

Section 20 Works

Works not requiring a Surveyor

10% plus VAT

Section 20 Threshold - £60,000 + VAT (Surveyor fee payable separately)

3.5% plus VAT

Works between - £60,000 - £100,000 + VAT (Surveyor fee payable separately)

3.0% plus VAT

Works between - £100,000 - £250,000 + VAT (Surveyor fee payable separately)

2.5% plus VAT

