

**ASSOCIATION OF RESIDENTIAL MANAGING
AGENTS**

MODEL MANAGEMENT AGENCY AGREEMENT BETWEEN

CLIENT NAME

(Registered Number: **00000000** – England and Wales)

Whose (registered) office is at **Insert Office Address**

and

NAPIER MANAGEMENT SERVICES LTD

(Registered Number: 02931111 – England and Wales)

Whose (registered) office is at 56A The Close, Salisbury

Tel. no: 01425 650656 email: napier@napiermanagement.co.uk

For

CLIENT NAME

Dated

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1. Definitions

Terms and conditions

- 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 the end of this agreement.
- 1.4. The 'Management Fee' is the fee set out in the fee agreement in Appendix I.
- 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. 'Review Date' means the review date specified in the fee agreement in Appendix I.
- 1.8. 'Term' – this agreement is for a period of one year from **Insert Date**. The right to termination, by either party, is subject to giving three months written notice at any point during this time.
- 1.9. The 'Parties' means the Client and the Manager.
- 1.10. 'ARMA' means the Association of Residential Managing Agents whose website is <http://www.arma.org.uk>
- 1.11. 'RICS' means the Royal Institution of Chartered Surveyors whose website is <http://www.rics.org>

2. Appointment

- 2.1. The Client appoints the Manager to be its managing agent for the Property for the Term.
- 2.2. The Client agrees to the terms of this agreement and will be deemed to be bound by them upon either:
 - 2.2.1 Signature of the agreement by the Client and the Manager: or
 - 2.2.2 The manager has commenced provision of the Services and the agreement will be deemed to have come into effect from the date of the provision of the first of such Services.
- 2.3. Where pursuant to clause 2.2 the terms of the agreement are accepted 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.

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

The Manager has provided to the Client the following information:

- Details of its legal status;
- Its office address for communication including e mail address and telephone numbers;
- VAT registration number
- Its ARMA membership and details of where that membership can be checked
- A copy of its complaints handling procedure
- Details of the Ombudsman scheme that it is required to join as a member of ARMA; and
- Details of the public indemnity policy that it holds

5. Conduct of the Manager

- 5.1. The Manager will comply with the terms of the leases of the Property.
- 5.2. The Manager will comply with the requirements of ARMA and the Service Charge Residential Management Code of the RICS as appropriate.
- 5.3. The Manager will comply with relevant landlord and tenant legislation relating to the management of the Property.
- 5.4. The Manager will comply with health and safety, fire safety, employment and all other relevant laws and regulations relating to the management of the Property.
- 5.5. 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.
- 5.6. The Manager will comply with the rules of the Financial Conduct Authority when carrying out any regulated insurance activities.
- 5.7. The Manager will at all reasonable times allow the Client access to all records and accounts appertaining to the management of the Property.

6. Conduct of the Client

- 6.1. The Client will use its best endeavours to ensure the handover of the documents listed in Appendix IV, the Takeover List, to the Manager.
- 6.2. The Client will not issue any instructions to the Manager that require it to breach the leases of the Property, legislation, the recognised Codes of Practice or any regulations relating to the management of the Property.
- 6.3. The Client will act in a manner that ensures there is no unlawful discrimination in the provision of services, the sales and lettings of units at the Property and the employment of any staff or contractors.
- 6.4. 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.
- 6.5. 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.
- 6.6. The Client will keep the Manager informed of any notices, sales of leaseholds or freehold, 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.

- 6.7. When oral instructions are given by the Client to the Manager, these should be confirmed in writing by post or email within 7 days.

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 the commission from the arrangements already declared. (15% commission on Building Insurance to be declared annually).
- 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 (quarterly, on the usual quarter dates, in advance).
- 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 1% over base rate of Barclays Bank from the date the fee or charge became due until the date of payment.

9. Changes to Management Fee and Additional Charges

On the Review Date the amounts payable under Clause 8 may be varied as follows:

- By agreement between the parties usually annually when the service charge budget is prepared.

N.B. Any Fees or Additional Charges may be subject to specific alteration where legislative obligations or changes of the services required add to the existing workload.

10. Handling of Client's Money

- 10.1. 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.

- 10.2. 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. And/or 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 reserve fund(s) contributions made by leaseholders.
- 10.3. The Client authorises the Manager to make payments for the benefit of the Property (or within the limits set out in 10.6 below) from the designated bank account(s) held for the Property.
- 10.4. The Client authorises the Manager to deduct any outstanding Management Fee and Additional Charges from the designated account after this management agency agreement terminates.
- 10.5. It is hereby agreed that any interest earned on the designated account(s) shall be a credit to that account(s).
- 10.6. The expenditure authorisation limit of the Manager without referral to the Client shall be £XXX inclusive of VAT (per item or per flat), however this shall be within the overall context of any annual service charge budget.
- 10.7. 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.

11. Liability

- 11.1. No liability shall be attached to the Manager either in contract or in tort or otherwise for any loss, injury, damage or legal or other expenses sustained as a result of:
- (a) The Manager having reasonably relied upon the Client to provide accurately all relevant information;
 - (b) Any inaccurate forecast by the Manager of future income or expenditure unless done so negligently;
 - (c) 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;
 - (d) The act, omission or insolvency of any person other than the Manager.
- 11.2. The Client shall indemnify the Manager in respect of any claims made by another or third party for any loss, damage or legal and other expenses incurred as a result of any one or more of those circumstances listed in 11.1 (a) to (d) above.
- 11.3. The Manager shall not be liable to indemnify 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 11.1 (a) to (d) above unless it be as a result of the Manager's negligence.
- 11.4. The above shall not be valid insofar as prohibited by statute.
- 11.5. In no circumstances shall the Manager be liable for any consequential loss or damage save where loss, death or injury results from negligence on the part of the Manager.

12. Assignment

This agreement may only be assigned by the Client or the Manager with the written consent of the other party to this agreement.

13. Ending this Agreement

- 13.1. This agreement will end at the expiry of the Term as allowed for in 1.8 above, subject to the either Party providing (3 months) prior written notice.
- 13.2. This agreement may be terminated at any time by the mutual consent of the parties in writing.
- 13.3. The Client may end this agreement at any time in writing if:
- (a) 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
 - (b) The Manager becomes insolvent or makes other arrangements with its creditors; or
 - (c) The Manager's membership of the Association of Residential Managing Agents has been suspended or ended; or
 - (d) The leaseholders of the Property exercise the right to manage or enfranchise or a manager is appointed by a Tribunal.
- 13.4. The Manager may end this agreement at any time in writing if:
- (a) 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
 - (b) The Client acts in a way that prevents the Manager from performing its Services under this agreement and more specifically is in breach of 5.2 or 5.3 above.
- 13.5. When this agreement is ended the Manager will hand over to the Client the documents itemised in Appendix IV, the Handover List, if they are in its possession.
- 13.6. Unless agreed otherwise all documents created by the Manager during the period of this management agreement for the Client shall belong to the Client.

14. Dispute Resolution

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.

If the Parties have not settled the 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.

15. Data Protection

15.1. The Manager confirms its registration under the Data Protection Act and its compliance therewith.

15.2. The Manager confirms it will only hold and retain information for the purpose of fulfilling this Agreement.

15.3. The Manager confirms that suitable procedures are in place to safeguard such information from improper use or disclosure.

16. Communication between the Parties

16.1. 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.

16.2. Service of written communications shall be by first class post to the address shown on the front cover of this agreement, by fax or email. Notice to end this agreement shall be by registered or recorded delivery post only.

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

17. 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.

18. Legal Jurisdiction

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

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

19. The Property

The Estate known as xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

The Estate comprises xxxxxxxx (title number)

Signed on behalf of the Client

[Print name and position.....]

In the presence of:

Signature

Signed on behalf of the Manager

[Print name and position.....]

In the presence of:

Signature.....

Dated.....

APPENDIX I**FEE AGREEMENT**

- The Term of this Agreement is as set out in 1.8 above.
- The Setting-up fee is N/A and is payable as soon as this Agreement is signed.
- The Management Fee is payable for the services in Appendix II and is xx units at £xx plus VAT totalling an annual charge of £xx plus VAT.

The Annual Management Fee will be at the rate of £xx + VAT per unit for, in addition to which The Manager will charge £xx + VAT per annum to act as Company Secretary, from the start of this agreement to xx

- 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 Review Date for the Management Fee and Additional Charges is each anniversary of the date of this agreement or (to be negotiated by the Parties) annually when we prepare the service charge budget.
- The Ground Rent Collection Fee is N/A

APPENDIX II

THE SERVICES

DESCRIPTION	FREQUENCY
<ul style="list-style-type: none"> Opening and handling bankaccounts. 	As required
<ul style="list-style-type: none"> Preparing and sending out service charge estimates. 	Annually as per the lease
<ul style="list-style-type: none"> Collecting service charges and reserve fund contributions including sending demands and associated summaries and any required statements. 	Included within management fee as required in accordance with the leases and Memorandum & Articles of Association
<ul style="list-style-type: none"> Processing payments relating to the Property within expenditure limits and funds available or as reasonable expediency shall dictate. 	Included within management fee as required
<ul style="list-style-type: none"> Accounting for services charges. 	<p>Included within management fee as required in accordance with the leases –QUARTERLY ACCOUNTING REPORTING TO THE BOARD WITH BALANCES, ARREARS and EXPENDITURE TO DATE</p> <p>Each year the Manager will draw up a proposed budget with estimates of all costs expected to be incurred and charges to be levied in respect of the Property.</p>
<ul style="list-style-type: none"> Providing information to accountants prior to the preparation of annual service charge accounts. 	Included within management fee as required NB: Where we need to prepare year end accounts for a period during which we were not managing a client, there may be an additional charge at our hourly rate.
<ul style="list-style-type: none"> Using best endeavours to collect current and on-going routine service charge arrears but not action requiring legal work or tribunals. 	Included within management fee as required
<ul style="list-style-type: none"> Providing reasonable management information to the leaseholders. 	Included within management fee as required
<ul style="list-style-type: none"> Liaising with the Client. 	Included within management fee as required
<ul style="list-style-type: none"> Liaising with any recognised resident(s) association(s) 	N/A
<ul style="list-style-type: none"> Entering into and managing maintenance contracts on behalf of the Client. 	Included within management fee as required

<ul style="list-style-type: none"> 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 site visit scheduled
<ul style="list-style-type: none"> Preparing specifications and contracts for minor works and services such as cleaning, gardening, window cleaning and overseeing such works 	Included within management fee as required
<ul style="list-style-type: none"> Organising periodic health and safety checks (but not specialist checks and tests) and ensuring appropriate risk assessments are in place. 	Included within management fee as required
<ul style="list-style-type: none"> Consultation with the client on management matters (and qualifying works). 	Included within management fee as required

APPENDIX III

ADDITIONAL CHARGES

ADDITIONAL SERVICES	FREQUENCY	CHARGING BASIS where not included in the Services
<ul style="list-style-type: none"> Any additional work entailed, where the information as listed in Appendix 4 is not forthcoming on the Takeover list. 	As required	Chargeable at standard Hourly rate (currently £75 plus VAT per hour)
<ul style="list-style-type: none"> Arranging buildings and other insurance and dealing with claims. 	As required	<p>We would also hope that the Buildings Insurance would renew within our brokers terms for which we receive a fixed commission of 15%. This would mean we would make no charge for handling the insurance claims.</p> <p>We also obtain an introducers fee from Engineering (usually lift insurers)</p> <p>And Director & Officer Liability Insurance – declared annually.</p>
<ul style="list-style-type: none"> Providing copy documents including insurance policies, copies of invoices and receipts, for which there may be a charge. 	As required	Included within management fee
<ul style="list-style-type: none"> Issuing demands for administration charges with associated summaries of rights. 	As required	Included within management fee
<ul style="list-style-type: none"> Arranging fire risk assessments by competent persons. 	As required	We reserve the right to advise our clients to obtain and pay for independent legal or professional advice where appropriate.
<ul style="list-style-type: none"> The collection of arrears existing at the time of takeover. 	As required	Chargeable to defaulting lessee assuming lease allows it, otherwise charged to the client at the standard hourly rate
<ul style="list-style-type: none"> The provision of leaseholder welcome packs or handbooks. 	As required	At a reasonable fee per copy, clients also to pay for printing.
<ul style="list-style-type: none"> Fees for specialist advice on assessment of major repairs and decoration or other issues. 	We can only give specialist advice in our specialist area of Residential Property Management	If necessary, e.g. if a structural engineer or surveyor is required then (with clients instructions) some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.

<ul style="list-style-type: none"> Negotiating with local and statutory authorities regarding operation or amendment or improvements to communal services as necessary. 	We can only give specialist advice in our specialist area of Residential Property Management	If necessary, e.g. if a structural engineer or surveyor is required the (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.
<ul style="list-style-type: none"> Drawing up and reviewing risk assessment plans. Advising on health and safety matters and other legislative requirements. 	We can only give specialist advice in our specialist area of Residential Property Management	If necessary, e.g. if a structural engineer or surveyor is required the (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.
<ul style="list-style-type: none"> Preparing specifications, obtaining tenders and supervising major works. 	We can only give specialist advice in our specialist area of Residential Property Management	If necessary, e.g. if a structural engineer or surveyor is required then (with clients instructions) some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.
<ul style="list-style-type: none"> Holding annual meetings with residents if required. 	An annual meeting with all residents is included within the management fee	Additional meetings can be arranged at our hourly rate (currently £75 per hour) Usually we include one out of hours General Meeting however some clients require more and these are chargeable/negotiable at our hourly rate (currently £75 per hour)
<ul style="list-style-type: none"> Offering any vacant property for let. 	We do not provide this service	
<ul style="list-style-type: none"> Advising and providing information on the transfer of leases. 	As required	Any fee payable would be chargeable to the lessee transferring the property
<ul style="list-style-type: none"> Responding to pre-contract sales enquiries. 	As required	Any fee payable would be chargeable to the lessee transferring the property
<ul style="list-style-type: none"> Advertising and recruiting site staff on behalf of the Client. 	As required	Client to pay advertising costs and hourly rate for interviewing time etc.
<ul style="list-style-type: none"> Dealing with any pension issues relating to site staff. 	As required We can only give specialist advice in our specialist area of Residential Property Management	If necessary, e.g. if an accountant or financial advisor is required (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.
<ul style="list-style-type: none"> Subletting, changes of use and handling requests for any necessary approvals, lease extensions and variations. 	As required We can only give specialist advice in our specialist area of Residential Property Management	If necessary, e.g. if a solicitor is required (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.

	Management	
<ul style="list-style-type: none"> Preparing replacement cost assessment for insurance valuation purposes on buildings and landlord contents. 	As required We can only give specialist advice in our specialist area of Residential Property Management	If necessary, e.g. if an independent valuer is required (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.
<ul style="list-style-type: none"> Preparing schedules of dilapidation or condition in respect of individual dwellings. 	As required We can only give specialist advice in our specialist area of Residential Property Management	If necessary, e.g. if an independent valuer is required (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.
<ul style="list-style-type: none"> Supplying additional copies of the accounts and other documents. 	As required	At no cost if PDF otherwise we distribute at a reasonable fee
<ul style="list-style-type: none"> Dealing with requests for improvements or alterations by leaseholders and related party wall matters 	As required; NB: usually any fee payable would be chargeable to the Lessee making the application.	If necessary such work would be outsourced to an appropriately qualified person/company and the client would be responsible for their fees
<ul style="list-style-type: none"> 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. 	The recovery of unpaid ground rent, service charges or non-compliance are dealt with as required; our current fee is £125 + VAT for passing the case to Solicitors to remedy the breach.	Chargeable to the defaulting lessee where the lease allows it, otherwise Directors will be advised NB: Usually any fee payable would be chargeable to the defaulting Lessee assuming the lease allows it otherwise the client will be responsible for this cost.
<ul style="list-style-type: none"> Carrying out appraisals of reserve funds including surveys of Property and reporting to Client. 	As required We can only give specialist advice in our specialist area of Residential Property Management	If necessary, e.g. if a surveyors input is required (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.
<ul style="list-style-type: none"> Preparing and monitoring major building works not covered by annual contracts, dealing with S20 consultations, including serving the required notices, instructing and 	Not included in management fee. We can only give specialist advice in our specialist area	Napier fees for S20 consultations to be agreed with the Client prior to commencement of works. If necessary, e.g. if a surveyors input is required (with client's instructions)

liaising with specialist consultants, inspecting work in progress, and handling retentions.	of Residential Property Management	then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.
<ul style="list-style-type: none"> • Preparing statutory accounts for submission to Companies House excluding audit if required. 	We will pass the prepared figures to the client's accountants.	
<ul style="list-style-type: none"> • Company Secretarial Services: • Acting as Company Secretary to the Client • Issuing membership or share certificates • Calling annual general or extraordinary meetings: prepare notices, attend and take minutes. 	£xxxx per annum plus VAT	Issuing of new share certificates charged separately to the new shareholder upon issue (if applicable).

ADDITIONAL SERVICES	FREQUENCY	CHARGING BASIS where not included in the Services.
<ul style="list-style-type: none"> Arranging venues for AGM's and EGM's. 	Included	
<ul style="list-style-type: none"> Attending meetings of directors. 	Xx per annum included in fee.	
<ul style="list-style-type: none"> Attending meetings outside of specified hours. 	Xx per annum included in fee	Additional meetings chargeable at usual hourly rate
<ul style="list-style-type: none"> Filing statutory company returns. 	Included as appointed as Company Secretary	
<ul style="list-style-type: none"> Fees of specialist advisers. 	Not included	
<ul style="list-style-type: none"> 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. 	Where required within our remit as Managing Agents at a fee of the prevailing hourly rate (currently £75 per hour)	
<ul style="list-style-type: none"> Dealing with taxation issues relating to trust fund interest. 	Not included	If necessary, e.g. if an accountants input is required (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.
<ul style="list-style-type: none"> Any matters relating to rent reviews. 	Not included	If necessary, e.g. if a valuer or solicitors input is required (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.

<ul style="list-style-type: none"> • Answering leaseholders queries additional to those to be reasonably expected and where excesswork arises due to this. 	<p>Chargeable at prevailing hourly rate – currently £75 plus VAT per hour – to be notified to the Directors</p>	
<ul style="list-style-type: none"> • Providing detailed legal advice on any of the above. 	<p>We can only advise within our capabilities as Managing Agents</p>	<p>If necessary, e.g. if a valuer or solicitors input is required (with clients instructions) then some aspects will be outsourced to an appropriately qualified person/company – client to pay fees.</p>
<ul style="list-style-type: none"> • Providing accommodation for meetings and inspection of documents and the facility to make photocopies. 	<p>As required, we have Board room facilities for up to 10 people in Southampton Office and up to 14 in Bournemouth office. Photocopies are available at a reasonable cost. Facilities for inspection of documents are available at all of our offices at no additional costs provided this is within usual office hours</p>	

APPENDIX IV**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 hour's 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.

HEALTH AND SAFETY

- Copy of any risk assessments carried out.
- Copy of any accident records.
- Copy of any asbestos register.
- CDM file if appropriate.

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.

- End of Agreement -