

DATED

25th September 2024

- (1) **Fallow Wood View (Burgess Hill) Residents Management Company Limited**
- (2) **Eaves Property Management Services Ltd, 2 Lake End Court, Taplow, Maidenhead, SL6 0JQ**

Property Management Services Agreement

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THIS AGREEMENT is made the 25th day of September 2024

BETWEEN:

- (1) **Fallow Wood View (Burgess Hill) Residents Management Company Limited**, a company incorporated and registered in England and Wales under number 15757165 whose registered office is C/O Bellway Homes Limited (South London) 1st Floor, Regent House, 1-3 Queensway, Redhill, RH1 1QT(**"Client"**); and
- (2) **Eaves Property Management Services** a company incorporated and registered in England and Wales under number 11320518 whose registered office is 2 Lake End Court, Taplow, Maidenhead, SL6 0JQ (the **"Managing Agent"**).

(each a **"Party"** and together the **"Parties"**).

RECITALS

- (A) The Client was formed with the object of procuring the provision of the Services to the Property.
- (B) The Client wants to procure the provision of residential and/or commercial property management services in relation to the Property and wishes to appoint the Managing Agent to provide the residential and/or commercial property management services set out in Schedule 2 of this Agreement in relation to the Property.
- (C) The Managing Agent wishes to accept such appointment and has agreed to provide such services in accordance with and subject to the terms and conditions of this Agreement.
- (D) The Managing Agent has provided to the Client all information required for compliance with the Provisions of Services Regulations 2009 (as amended).

IT IS HEREBY AGREED as follows unless the context otherwise requires:

1 DEFINITIONS

- 1.1 In this Agreement the following words and expressions have the following meanings:

Additional Charges charges for Additional Services as detailed in **Error! Reference source not found.**;

Additional Services the Services other than the Company Secretarial Services as set out in Schedule [];

Agreement this Agreement concluded between the Client and the Managing Agent, including the Schedules, as amended from time to time in accordance with the provisions of this Agreement;

Applicable Law all applicable national, supranational, foreign or local laws (including case law), legislation, statutes, statutory

	instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time;
Business Day	any day which is not a Saturday or Sunday or a bank or public holiday in England;
Charges	the fees, expenses and charges set out in Schedule 3 as amended from time to time in accordance with this Agreement;
Commencement Date	25 th September 2024
Company Secretarial Services	the services described in Part B of Schedule 2 that relate to the company secretary;
Confidential Information	all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement;
Contract Year	a period of 12 months starting on the Commencement Date or any anniversary thereof;
Contracts	such contracts as may be necessary for the purpose of providing or carrying out the Services and Additional Services (including utilities, grounds keeping, general cleaning and supply of consumables, window cleaning, security and all mechanical and electrical and other necessary maintenance contracts);
Controller	has the meaning set out in Data Protection Laws;
Data Protection Laws	all applicable data protection and privacy legislation in force from time to time, including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case, as may be amended, superseded or replaced from time to time, in each case as amended, re-enacted or replaced from time to time;
Employment Liabilities	without limitation any costs, claims, actions, liabilities, proceedings, losses, demands, damages, settlement sums, charges, taxes or expenses (including reasonable

	legal and other professional costs and expenses) of whatsoever nature and all losses, damages, compensation and other liabilities including those incurred by or attributed to any subcontractor of the Client or incurred as a result of an indemnity or warranty given or to be given by the Client, a Client Group Company or either of their respective subcontractors);
Financial Year	the period from 1 August to 31 July next following, or such other annual period which the Client may in its sole discretion from time to time determine;
Force Majeure	any event outside the reasonable control of the relevant Party affecting its ability to perform any of its obligations under this Agreement including Act of God, any public health emergency of international concern, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion but excluding strikes or industrial action of the Personnel;
Group	in relation to any company, that company and every Subsidiary or Holding Company of that company or a Subsidiary or Holding Company of any such Subsidiary or Holding Company;
Group Company	any person within the Group of the relevant Party;
Holding Company	a company which, in relation to another company (its Subsidiary), holds a majority of the voting rights in it or is a member of it and has the right to appoint or remove a majority of its board of directors, or is a member of it and controls alone a majority of the voting rights in it;
Inception List	the list of documents at Schedule [];
Initial Period	shall have the meaning as defined in Clause 2;
Intellectual Property Rights	any intellectual property rights, including any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or

	extension of, such rights which exist now or which will exist in the future;
New Provider	any third party engaged to supply services or activities similar to all or part of the Services following Termination;
Occupational Leases	the leases, licences, underleases, tenancy agreements and any other documents granted or entered into in respect of the Property (or any part or parts of Property) granting the Tenants the right to occupy and/or use the whole or any part of the Property and all deeds and documents that are supplemental or ancillary to or which vary any of them;
On-Site Personnel	the Personnel who are based at the Property and who are engaged in supplying the Services at that Property plus, where the Parties agree in writing, other named individuals who are engaged in supplying the Services at the Property;
Personal Data	has the meaning set out in Data Protection Laws;
Personal Data Breach	has the meaning set out in Data Protection Laws;
Personnel	all personnel engaged in providing the Services including but not limited to the On-Site Personnel;
Processor	has the meaning set out in Data Protection Laws;
Property	the property described in Schedule 1;
Replacement Third Party Service Provider	any third party engaged to supply services or activities from time to time where such services are similar to all or part of the services provided by any other Third Party Service Provider;
Responsible Person	the entity as defined by paragraph 3 of the Regulatory Reform (Fire Safety) Order 2005 who is responsible for, amongst other things, ensuring that relevant fire safety duties are carried out, any action is taken to stop fires happening and injury and death is prevented if fire does happen;
Service Charge Accounts	the bank account or bank accounts to be maintained for the purpose and in accordance with the requirements set out and/or referred to in Schedule 2;
Service Charge Costs	any payment other than rent and any insurance rents to be made by or on behalf of the Tenants and Transferees

	of any parts of the Property, including any payments on account, balancing charges, maintenance fees, payments in respect of a reserve or sinking fund, and any other payments for any similar purpose;
Services	the property management services set out in Schedule 2 to be performed by the Managing Agent pursuant to the provisions of this Agreement;
Subsidiary	a company in which another company (its Holding Company) holds a majority of the voting rights in it or is a member of it and has the right to appoint or remove a majority of its board of directors, or is a member of it and controls alone a majority of the voting rights in it;
Tenants	the tenants and other occupiers under the Occupational Leases and any person or company or other entity who or which has or have guaranteed (whether by assuming primary liability or liability as a guarantor) the liabilities of the Tenants and other occupiers under the Occupational Leases;
Term	the term of this Agreement;
Termination	the termination or expiry of all or part of this Agreement;
Termination Date	the date on which Termination takes effect;
Transferees	the owners of the houses transferred by the Transfers;
Transfers	the transfers of freehold houses entered into by Bellway Homes Limited in respect of any part or parts of Property;
Third Party Service Providers	such other parties appointed by the Managing Agent on behalf of the Client from time to time in accordance with this Agreement to provide services for the Property (for example, cleaning services);
TUPE	the Transfer of Undertakings (Protection of Employment Regulations 2006), as amended, re-enacted or consolidated from time to time; and
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 **Drafting Conventions**

- 1.2.1 The headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.2.2 Words expressed in the singular shall include the plural and vice versa. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm or partnership or other legal entity.
- 1.2.3 The words "**other**", "**including**" and "**in particular**" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.2.4 References to any statute or statutory provision shall include (i) any subordinate legislation made under it (ii) any provision which it has modified or re-enacted (whether with or without modification) and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.2.5 All references in this Agreement to Clauses and Schedules are to the clauses and Schedules to this Agreement unless otherwise stated.

2 **COMMENCEMENT AND DURATION**

- 2.1 This Agreement shall come into force on the Commencement Date and continue in perpetuity (the "**Term**") unless terminated in accordance with Clause 15. Or unless terminated by either party with a 3 month notice period, or insolvency of either party.

3 **APPOINTMENT**

- 3.1 The Client hereby appoints exclusively the Managing Agent to provide the Services at the Property, during the Term, in accordance with and subject to the provisions of this Agreement.
- 3.2 The Managing Agent shall also provide:
 - 3.2.1 the Company Secretarial Services from the Commencement Date; and
 - 3.2.2 the Additional Services from the date(s) requested by the Client, provided that the Client gives at least 7 days' written notice to the Managing Agent of each Additional Service start date. The Client may require that elements of the Additional Service(s) commence on different dates and that the Additional Services commence on different dates in respect of different parts of the Property. The Managing Agent will provide the Additional Service(s) for the Additional Charge(s).
- 3.3 The Managing Agent hereby accepts such appointment and undertakes that it will comply with all of its obligations under this Agreement.

4 HANDOVER

On the Commencement Date, the Client will provide to the Managing Agent all documents which are available to the Client in the categories of documents identified in the Inception List and any other documents as may be reasonably requested by the Managing Agent in connection with the provision of the Services and Additional Services (if any).

5 AGENCY

5.1 Subject to Clause 5.2, in performing the Services and Additional Services (if any), the Managing Agent shall operate as and have the status of an independent contractor and shall not operate as or have the status of agent, employee or representative of the Client. Except as provided in Clause 5.2, the Managing Agent shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind the Client in any way, and shall not do any act which might reasonably create the impression that the Managing Agent is so authorised.

5.2 The Client only authorises the Managing Agent to act as its agent and representative:

5.2.1 in the collection from any Tenants or Transferees service charges and other payments payable under the Occupational Leases and/or Transfers;

5.2.2 in the entering into of any Contracts in accordance with this Agreement;

5.2.3 to the extent reasonably necessary to perform the Services in accordance with this Agreement; and

where such Contracts are entered into, then except where provided otherwise under this Agreement they shall be entered into in the name of the Client.

5.3 The Managing Agent may:

5.3.1 consult in a timely manner with solicitors or other professional specialist advisers as notified to it by the Client from time to time where doing so is necessary to ensure that the Managing Agent can discharge its duties under this Agreement; and

5.3.2 without limiting or excluding its liability to the Client beyond the limitations and exclusions expressly set out in this Agreement, rely on any advice obtained in accordance with Clause 5.3.1 to the extent it is reasonable to do so.

5.4 The Managing Agent may, enter into Contracts, at the Client's reasonable expense, with specialist surveyors, engineers, building contractors, solicitors and other specialist professional advisers where reasonably required for the provision of the Services or Additional Services under this Agreement.

5.5 The Managing Agent shall promptly disclose to the Client any actual or potential conflict of interest which has arisen or may arise or is likely to arise between the Client and the Managing Agent.

5.6 The Managing Agent shall promptly disclose to the Client any complaints notified to it by or on behalf of Tenants or Transferees from time to time and shall deal with all complaints promptly, courteously and in good faith in the best interests of the effective management of the Property.

6 CLIENT RESPONSIBILITIES

6.1 The Client agrees to cooperate with the Managing Agent on all matters relating to the Services and the Additional Services (if any) and to provide any information, documents, instructions, approvals, consents and advices and do any other acts reasonably requested by the Managing Agent in connection with the provision of the Services and Additional Services (if any) in a timely manner and in any event within 14 days of a request.

6.2 The Client confirms that the information provided to the Managing Agent in connection with this Agreement is accurate to the best of the Client's knowledge..]

6.3 The Client will notify the Managing Agent of any notices affecting the Property, sales of leaseholds, the freehold, possible formation of a residents' association, exercise of a right to manage, enfranchisement or any other matter relating to the management of the Property as soon as reasonably practicable after the Client becomes aware.

6.4 The Client will not issue any instructions to the Managing Agent that require the Managing Agent to breach the Head Lease, the Occupational Leases, or Applicable Laws.

6.5 The Client will not give instructions to the Managing Agent's staff working solely at the Property. Any instructions should be given through the Managing Agent's nominated representative as agreed between the Parties.

7 PROVISION OF THE SERVICES

7.1 The Managing Agent shall throughout the Term:

7.1.1 provide the Services, and where applicable the Additional Services:

(a) with the level of skill, care and diligence expected from a fully qualified and high quality specialist residential and/or commercial (as applicable) property management agent; and

(b) in accordance with the principles of good estate management;

7.1.2 comply with, and perform its obligations under this Agreement in such a way as to ensure that the Client and the Managing Agent comply with, all Applicable Law (including the Health & Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the

Construction (Design and Management) Regulations 2015 and all applicable codes of practice or of professional conduct, including the guidelines issued by the Royal Institution of Chartered Surveyors);

- 7.1.3 undertake the role of Responsible Person under the Regulatory Reform (Fire Safety) Order 2005 or other Applicable Law (as may be varied and/or amended and/or replaced when the Fire Safety Bill and/or Building Safety Bill may be enacted) and perform the duties and responsibilities required of the role, including but not limited to: setting an appropriate fire and evacuation strategy for the building; ensuring all fire doors, fire-fighting and evacuation equipment are regularly inspected and maintained in good working condition; arranging fire risk assessments to be undertaken by suitably competent persons and implementing their recommendations; and adequately supervising the work of contractors in relation to fire and safety of the building;
- 7.1.4 comply with all reasonable and lawful written instructions and guidelines issued by the Client from time to time;
- 7.1.5 comply with all conditions and requirements of insurers in relation to the Property;
- 7.1.6 register and comply with any redress schemes required by Applicable Law;
- 7.1.7 maintain membership of the Association of Residential Managing Agents (ARMA) or an equivalent self-regulatory body governing the conduct of managing agents, and comply with the relevant body's code of conduct and rules, including in the case of ARMA, the ARMA Consumer Charter & Standards;
- 7.1.8 identify and obtain all consents necessary for the fulfilment of its obligations under this Agreement (including any relevant certifications, memberships and accreditations necessary to perform the Services in accordance with the terms of this Agreement);
- 7.1.9 apply such resources as are necessary for the full and effective performance of its obligations under this Agreement, including ensuring that all Personnel (including any director provided as part of the Services) are suitably qualified and experienced;
- 7.1.10 regularly consult with the Client and attend meetings with the Client whenever reasonably requested by the Client to review the Managing Agent's performance and any other matters concerned with the Services or the terms of this Agreement (including recommendations to improve the Property);
- 7.1.11 give reasonable notice to the Client of any briefings or meetings that are held in relation to the Property and allow the Client to attend such briefings or meetings;

- 7.1.12 as soon as practicable after becoming aware of any matter or event in connection with the provision of the Services that may materially adversely affect the Client's interests in the Property or the Services, notify the Client of that matter or event;
- 7.1.13 attend and maintain a presence at the Property sufficient to carry out its obligations under this Agreement, and in any event to inspect the Property [no less than monthly, quarterly []];
- 7.1.14 keep the Client informed of its negotiations or agreements with any Third Party Service Providers to the extent that they may have an adverse impact on the Property or the Client and/or any New Provider and/or any Replacement Third Party Service Provider;
- 7.1.15 keep the Client regularly informed of any significant events related to the Property (including any reasonable suspicions of any unlawful or inappropriate behaviour) and, on the Client's reasonable request, provide a full written report highlighting all relevant and significant events to the Client;
- 7.1.16 notify the Client no less than 5 Business Days in advance if the Managing Agent reasonably believes or otherwise knows or suspects that there will be any material change to the Services or Additional Services including any impact on the Services or Additional Services due to any delays in rent or service charge payments by Tenants or Transferees (or other monies) or where the Services or Additional Services may be affected because of lack of available Service Charge Costs, for example to meet scheduled or unexpected charges to Third Party Service Providers or other subcontractors. If the Services or Additional Services are so affected or likely to be so affected for any reason, the Managing Agent shall promptly report (in writing) to the Client all of the reasons for such impact and, subject to the Client's written consent, promptly implement a plan and process to remedy such impact (including, where applicable, taking all steps necessary to secure prompt payment of any applicable Service Charge Costs or other monies);
- 7.1.17 promptly provide to the Client, and then keep updated throughout the Term, written safety and security standards and site procedures for the Property (the **Policies**); and
- 7.1.18 provide updated copies of the Policies to the Client on request.
- 7.2 The Managing Agent shall not, without the prior written approval of the Client:
 - 7.2.1 give any guarantee on behalf of the Client;
 - 7.2.2 compromise, compound, release or discharge any debt due to the Client, otherwise than in accordance with the specific written instructions of the Client;

- 7.2.3 borrow or lend any sum on behalf of the Client;
 - 7.2.4 enter into any commitment or obligation where the consideration to be given exceeds limits set out in this Agreement;
 - 7.2.5 agree to any variation of the terms or conditions of any Contract or other agreement or arrangement concerning the Client or the Property;
 - 7.2.6 conduct litigation on behalf of the Client;
 - 7.2.7 grant licences to, assign, sublet, for change of use or for alterations, agree rents or the review of rents;
 - 7.2.8 do anything which would reasonably be expected to have an adverse effect on the capital value of or income from the Property;
 - 7.2.9 do anything or omit to do anything which would put the Client in breach of any terms of any of the Transfers, Occupational Leases and/or Head Leases and furthermore the Managing Agent shall promptly advise the Client of any need for action required under the Transfers, Occupational Leases and/or the Head Leases in order to give the Client sufficient time to take any necessary action;
 - 7.2.10 pledge the credit of the Client in any way (except as expressly provided in this Agreement);
 - 7.2.11 make any alteration or addition to the Property save by way of routine repair and maintenance;
 - 7.2.12 enter into any onerous or unusual contractual terms on the part of the Client with any Third Party Service Providers;
 - 7.2.13 terminate any contract to which the Client is a party; and/or
 - 7.2.14 directly or indirectly compromise or abandon any action, right or remedy in connection with the Property that the Client is or may be entitled to.
- 7.3 If the Managing Agent uses any information technology or database owned by or licensed to the Client or a Group Company of the Client ("**Client's IT**"), the Managing Agent shall, and shall procure that any relevant Personnel shall, comply with any applicable terms and conditions for its use (as notified to the Managing Agent from time to time). The Managing Agent shall be liable for the acts and defaults of any of its Personnel that use the Client's IT and shall notify the Client immediately if it knows or suspects that any unauthorised users have access to the Client's IT. The Managing Agent shall ensure that it keeps its access to the Client's IT secure at all times and shall not use the Client's IT in any unlawful, unauthorised or improper manner (and shall comply with all Applicable Laws relating to the Client's IT).

8 WARRANTY AND INDEMNITY

- 8.1 The Managing Agent warrants and undertakes to the Client the due and punctual performance of all obligations of the Managing Agent under and in connection with this Agreement if and when they become performable in accordance with this Agreement.
- 8.2 The Managing Agent as a separate and independent obligation and liability from its obligations and liabilities under Clause 8.1 agrees to indemnify the Client and keep the Client indemnified in full and on demand from and against all and any liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of opportunity) fines, costs and expenses (including all interest, penalties, legal costs (calculated on a full indemnity basis) and professional costs and expenses) suffered or incurred by the Client arising from or in connection with any breach of this Agreement by the Managing Agent whether arising from a third party claim or other wise.

9 ACCESS TO THE PROPERTY

- 9.1 The Client shall permit the Managing Agent, the Personnel, its other employees, its subcontractors and its agents to access Property for the purposes of the Managing Agent fulfilling its obligations under this Agreement. The Parties agree, however, that no relationship of landlord and tenant shall be created from the access to the Property provided pursuant to this Clause 9.1.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Parties agree and acknowledge that all Intellectual Property Rights in any drawings, designs, data, art work, reports, forecasts accounts, database and other documents created or maintained by the Managing Agent pursuant to the performance of its obligations under this Agreement ("**Client Property**") shall be owned by the Client. If the Client Property vests in the Managing Agent by operation of law or otherwise, the Managing Agent hereby assigns (by way of assignment of present and future rights) without payment the Client Property throughout the world, together with all rights of action that have accrued in respect of the Client Property, to the Client with full title guarantee. If a further assignment is required or if the Managing Agent is unable to assign the Client Property, the Managing Agent shall promptly execute all documents that may be necessary to effect the transaction that most closely resembles the commercial intent of an assignment as is permitted in the relevant territory. Pending the above assignments and remaining formalities relating to such assignments, the Managing Agent shall hold all Client Property on trust for the Client. The Client grants the Managing Agent a limited, revocable, non-exclusive, non-transferable licence to use the Intellectual Property Rights in the Client Property for the sole purpose of the Managing Agent performing its obligations under this Agreement.
- 10.2 The Managing Agent shall ensure that any of its publications or other communications to Tenants or Transferees will not contain material that infringes the Intellectual Property Rights or any other rights of any third party (including any right of confidentiality or privacy) nor be in any way obscene, offensive, blasphemous,

derogatory or detrimental to the Property or the Client's (or the Client's Group's) reputation.

11 FEES

- 11.1 The relevant Charges and Additional Charges (if any) will be payable, in respect of each relevant part of the Property and each relevant element of the Services and Additional Services (if any) and, from the date on which the Services and Additional Services (if any) are due to be start being provided under Clause 3.2.
- 11.2 The Managing Agent shall raise an invoice for the Charges and Additional Charges (if any) in advance, or as separately agreed between the Parties.
- 11.3 As a default position, the Managing Agent will invoice the Tenants or Transferees directly, and all Charges and Additional Charges (if any) will be payable directly by the Tenants and Transferees in accordance with Clause 11.4. [However, if there is no Tenant or Transferee in respect of a particular unit of the Property and Services have commenced under Clause 3.2 in respect of the relevant unit, the Managing Agent will invoice Bellway Homes Limited for the portion of the Charges and Additional Charges (if any) relating to such unit.] Each invoice must be accompanied by a statement setting out the calculation of the amounts shown in that invoice.
- 11.4 The Managing Agent shall collect the Service Charge Costs (including the relevant Charges and Additional Charges (if any)) directly from the Tenants or Transferees in accordance with the terms of the relevant Occupational Lease or Transfer and the Managing Agent will deduct all undisputed Charges or Additional Charges (if any) from the Service Charge Account on the 1st day of each month.
- 11.5 The Managing Agent shall establish and maintain a Service Charge Account for the Property in accordance with the terms of this Agreement and, in particular, Schedule 2.
- 11.6 All sums are exclusive of VAT, which shall be added (if appropriate) at the rate prevailing at the relevant tax point.
- 11.7 If the Client or relevant Tenant or Transferee [or, if applicable, Bellway Homes Limited] notifies the Managing Agent of any disputes in respect of the whole or any part of any invoice then payment of the relevant invoice may be withheld. The Managing Agent shall cooperate in good faith to resolve any dispute over any invoice as amicably and promptly as possible. The time for payment of the Charges and Additional Charges (if any) shall not be of the essence of this Agreement.
- 11.8 The Managing Agent shall not be entitled to exercise the right to set-off any sums due to the Managing Agent from the Client, Tenant or Transferee [or Bellway Homes Limited] against any payments due to the Client, Tenant or Transferee from the Managing Agent under or in relation to this Agreement or any other agreement.

12 EMPLOYEES

- 12.1 The costs of all staff employed by the Managing Agent and its subcontractors are to be borne by the Managing Agent and its subcontractors except to the extent expressly stated otherwise in this Agreement.
- 12.2 The Client authorises (subject to the Managing Agent's compliance with all applicable legal obligations and all other provisions of this Agreement) the Managing Agent to employ or engage, or continue the employment of, such full or part time On-Site Personnel as may be reasonably and properly required for the purposes of providing the Services and Additional Services (if any). The Managing Agent may not increase the number of On-Site Personnel unless that is agreed by the Client in writing.
- 12.3 The Client acknowledges that the Service Charge Costs budget for the Property shall to the extent possible:
- 12.3.1 include all reasonable and proper costs of the employment of On-Site Personnel, which shall include the cost of recruitment, salaries, bonuses and commission payments, associated administrative support and infrastructure including IT, training, employer's national insurance contributions, pensions, benefits, costs incidental to occupation by On-Site Personnel of accommodation provided by the Client;
 - 12.3.2 exclude all costs arising from claims for redundancy or unfair dismissal or any other claims and liabilities in relation to Personnel unless expressly agreed in advance in writing by the Client; and
 - 12.3.3 exclude all costs arising from the Managing Agent's (and any of the Managing Agent's Group Companies and subcontractors') negligence or breach of this Agreement.
- 12.4 Neither Party intends that TUPE shall apply to effect the transfer of any person's contract of employment by reason of the commencement of this Agreement or Termination.
- 12.5 Notwithstanding Clause 12.4, the Managing Agent represents, warrants and undertakes to the Client that no Personnel employed or engaged by the Managing Agent or any subcontractor of the Managing Agent or any of its or their Group Companies will perform work connected with the Services (or any part thereof) and Additional Services (if any) to the extent that the contract of employment of any such Personnel and/or any liabilities in respect of the employment of any such Personnel will or would be likely to transfer to the Client and/or any New Provider pursuant to TUPE in the event of any Termination.
- 12.6 The Managing Agent shall be responsible for and shall indemnify forthwith on demand the Client and any New Provider in respect of any breach of TUPE and any Employment Liabilities it or they may suffer or incur, whether arising from the transfer or alleged transfer of employment (and/or any liabilities in respect of that employment) to the Client and/or any New Provider at any time, or otherwise, in respect of:

- 12.6.1 any person employed or engaged at any time by the Managing Agent, its Group Companies and/or its subcontractors; and
 - 12.6.2 any person employed or engaged at any time by any Third Party Service Provider, but only where the applicable Contract between the Client and the relevant Third Party Service Provider were not expressly approved in advance in writing by the Client ("**Third Party Employee**").
- 12.7 In the event of a claim (or threatened claim) by any Transferee (as defined in TUPE) and/or any Third Party Employee and/or by any person who is or was employed or engaged at any time by the Managing Agent and/or any of its Group Companies and/or any of its subcontractors that such person's employment has transferred or will transfer to the Client and/or any New Provider and/or any Replacement Third Party Service Provider, the Managing Agent shall indemnify the Client, New Provider and Replacement Third Party Service Provider against all Employment Liabilities whatsoever incurred by the Client, New Provider and/or Replacement Third Party Service Provider arising from or in connection with any such person including the termination of employment or engagement of such person and any failure to comply with any obligation under TUPE.
- 12.8 Any New Provider, Client Group Company or subcontractor of the Client shall be entitled to enforce this Clause 12.

13 **DATA PROTECTION**

- 13.1 The Parties acknowledge that the factual arrangement between them dictates the classification of each party as a data Controller or data Processor. Without prejudice to the foregoing, it is envisaged that the Managing Agent shall be a Processor with respect to any Personal Data contained in any Tenants' or Transferees' data. The Managing Agent shall comply with its obligations under the Data Protection Laws and not do anything to cause the Client to be in breach of its own applicable obligations under the same.
- 13.2 To the extent that the Managing Agent acts as a data Controller with respect to any Personal Data given by the Client under this Agreement but not, for the avoidance of doubt, in respect of Personal Data that it acquires independently of the Client (even where this duplicates data provided by the Client), it shall, and shall procure that any Processor it delegates to shall, at all times:
- 13.2.1 only process the Personal Data as may reasonably be required for the purpose of: (i) providing the Services; or (ii) otherwise complying with an obligation under this Agreement or under any Applicable Law;
 - 13.2.2 not do or omit to do anything which would cause the Client to breach Data Protection Laws;
 - 13.2.3 have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level

of security appropriate to the risk represented by the processing and the nature of the Personal Data to be protected; and

- 13.2.4 only transfer Personal Data to a third party located outside the United Kingdom or European Economic Area in accordance with Data Protection Laws.
- 13.3 To the extent that the Managing Agent acts as a data Processor with respect to any Personal Data provided by the Client under this Agreement the Managing Agent shall:
 - 13.3.1 process the Personal Data only in accordance with this Agreement and the documented instructions of the Client;
 - 13.3.2 only permit the Personal Data to be processed by persons who are bound by enforceable obligations of confidentiality and take steps to ensure such persons only act on the Managing Agent's instructions in relation to the processing;
 - 13.3.3 only transfer Personal Data to a third party located outside the United Kingdom or the European Economic Area in accordance with Data Protection Laws and provided that the Client consents in writing to such transfer;
 - 13.3.4 only appoint sub-processors with the Client's prior written consent. The Managing Agent shall inform the Client of any addition or replacement of such sub-processors, giving the Client an opportunity to object to such changes;
 - 13.3.5 where the Managing Agent appoints a sub-processor, with respect to any obligations pursuant to, or related to, Data Protection Laws: (i) ensure that the sub-processor is subject to, and contractually bound by, at least the same obligations as the Managing Agent; and (ii) remain fully liable to the Client for all acts and omissions of the sub-processor;
 - 13.3.6 notify the Client without undue delay and in any event within 24 hours after becoming aware that it has suffered a Personal Data Breach and shall not inform any third party of the Personal Data Breach without first obtaining the Client's prior written consent, except when law or regulation requires it;
 - 13.3.7 permit the Client (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit any of the Managing Agent's data processing activities to enable the Client to verify and/or procure that the Managing Agent is complying with its obligations under this Clause 13.3;
 - 13.3.8 assist the Client to respond to requests from data subjects who are exercising their rights under the Data Protection Laws;
 - 13.3.9 on the Client's reasonable request and at the Client's cost, assist the Client to comply with the Client's obligations pursuant to Articles 32-36 of the UK

GDPR (or such corresponding provisions of Data Protection Laws), comprising (if applicable): (a) notifying a supervisory authority that the Client has suffered a Personal Data Breach; (b) communicating a Personal Data Breach to an affected individual; (c) carrying out an impact assessment; and (d) where required under an impact assessment, engaging in prior consultation with a supervisory authority; and

13.3.10 unless applicable law requires otherwise, upon Termination delete or return to the Client all Personal Data provided by the Client to the Managing Agent.

13.4 The Managing Agent:

13.4.1 acknowledges that the factual description of the subject-matter, duration of the processing, the nature and purpose of the processing, the type of Personal Data and the categories of data subjects (the "Processing Particulars") are as set out in this Agreement; and

13.4.2 to the extent that the Processing Particulars are not set out in this Agreement to a reasonably satisfactory level of detail (taking into consideration any applicable regulatory guidance available from time to time), the Managing Agent shall complete in full the table set out in Schedule 4 below.

13.5 Save for when having followed written instructions from the Client, the Managing Agent shall indemnify and hold harmless the Client on demand for any loss, damage, liabilities, penalties, expenses or fines incurred as a result of the Managing Agent breaching its obligations under this Clause 13.

13.6 For the purposes of this Clause 13, "process" (and other parts of the verb "to process") shall have the meaning set out in Data Protection Laws.

14 AUDIT

14.1 The Managing Agent must:

14.1.1 maintain complete and accurate files, records and other information relevant to the performance of its obligations under this Agreement[, including those specified in Schedule 2]; and

14.1.2 permit the Client and their auditors and representatives and any other competent authority, including the Royal Institution of Chartered Surveyors, access to those records at all reasonable times and supply copies to the Client on its reasonable request.

15 FORCE MAJEURE

15.1 If either Party is affected by Force Majeure it shall immediately notify the other Party in writing of the matters constituting the Force Majeure and shall keep the other Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

15.2 The affected Party shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under this Agreement.

15.3 If in the Client's reasonable opinion an event of Force Majeure results in disruption of the Services and such disruption continues for more than 1 week, the Client may whilst such Force Majeure continues give notice in writing to the Managing Agent to terminate this Agreement with Termination taking effect upon the expiry of such notice.

16 LIABILITY & INDEMNITY

16.1 Nothing in this Agreement shall exclude or limit a Party's liability for death or personal injury caused by that Party's negligence or for fraudulent misrepresentation.

16.2 Subject to Clause 16.1 neither Party shall be liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with this Agreement for any indirect, special or consequential loss or damage, howsoever arising.

16.3 [Subject to Clause 16.1, if the Managing Agent is held liable to the Client for any losses or liabilities arising in connection with this Agreement, the Managing Agent's total liability to the Client whether arising from breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to the amount of £2,000,000 for each and every claim which may be brought.]

16.4 Subject to Clause 16.1, if the Client is held liable to the Managing Agent for any losses or liabilities arising in connection with this Agreement, the Client's total liability to the Managing Agent whether arising from breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to the amount of Charges and Additional Charges (if any) paid by the Client to the Managing Agent in the Contract Year during which the liability first arises.

16.5 Subject to Clause 16.1, the Managing Agent shall not be liable to the Client for any losses, damages, costs or expenses sustained as a result of:

16.5.1 the Managing Agent having reasonably relied upon information provided by the Client;

16.5.2 any inaccurate forecast by the Managing Agent of future income or expenditure unless such forecast is prepared fraudulently or negligently; or

16.5.3 any failure by the Client to provide adequate or timely instructions, approvals or consents.

17 INSURANCE

Managing Agent Insurance

17.1 The Managing Agent shall ensure that it has the following policies in place with reputable insurers on terms acceptable to the Client or better throughout the term of the Agreement and for a period of 6 years thereafter:

17.1.1 professional indemnity insurance sufficient to cover any liability to the Client which the Managing Agent may incur for breach of its duties under this Agreement or negligence in the minimum sum of £2,000,000 for each and every claim which may be brought;

17.1.2 public liability insurance sufficient to cover any liability to the Client which the Managing Agent may incur for breach of its duties under this Agreement or negligence in the minimum sum of £2,000,000 for each and every claim which may be brought; and

17.1.3 employers' liability insurance sufficient to cover any liability to the Client which the Managing Agent may incur for breach of its duties under this Agreement or negligence in the minimum sum of £2,000,000 for each and every claim which may be brought.

Client Insurance

17.2 Once the Client owns the freehold reversion, the Managing Agent shall purchase, and maintain throughout the term of this Agreement, the following policies of insurance in the name of the Client from reputable insurers on terms acceptable to the Client or better:

17.2.1 building insurance for the Property (if the Property is subject to an Occupational Lease) in accordance with the relevant provisions of any Occupational Lease; and

17.2.2 public liability insurance in the minimum sum of £2,000,000 for each and every claim which may be brought.

17.3 The Managing Agent shall notify the Client of all claims made under the Client's insurance policy within 7 days of becoming aware of such a claim.

17.4 The Managing Agent shall manage claims under the client's insurance policy for the property which relate to communal areas only in a professional and competent manner and report and handle any claims arising under such insurance policy as instructed by the client from time to time.

17.5 The Managing Agent warrants that it has no arrangements with insurance companies or brokers that allow the receipt of commissions and confirms that it will not do so during the Term. OR The Managing Agent has disclosed in writing to the Client all commission arrangements that may apply to this clause.

- 17.6 [The Managing Agent is authorised by the Client to retain the commission from the arrangements already declared.]
- 17.7 [Before entering into any future commission arrangements during the Term, the Managing Agent shall disclose details of the arrangement to the Client and seek its consent to entering into the arrangement, such consent not to be unreasonably withheld.]

General

- 17.8 At the request of the Client, the Managing Agent shall provide evidence that proves to the Client's reasonable satisfaction that the Managing Agent has performed or complied with its obligations under Clauses 17.1 and 17.2 and the Managing Agent shall give the Client written notice of any cancellation or material change to any policy listed in Clause 17.1 or 17.2.
- 17.9 The Managing Agent shall promptly inform the Client of any event or events of which it is aware and which entitles the Client or any third party to make a claim on any of the insurances listed in Clause 17.1 or 17.2.
- 17.10 The Managing Agent shall not do anything which will cause any policy listed in Clause 17.1 or 17.2 to become invalid or void.
- 17.11 If the Managing Agent fails to comply with its obligations under Clauses 17.1, 17.2 or 17.8, the Client shall be entitled to purchase equivalent policies of insurance on the Managing Agent's behalf and the Managing Agent shall indemnify the Client for the cost of such insurance.

18 TERMINATION

- 18.1 Either Party may immediately terminate this Agreement without payment of compensation or other damages caused to the other Party solely by such termination by giving notice in writing to the other Party if any one or more of the following events happens:
- 18.1.1 the other Party commits a material breach of any of its obligations under this Agreement which is incapable of remedy;
- 18.1.2 The other Party commits a material breach of its obligations under this Agreement, which is capable of remedy, and fails to remedy or desist in such breach after 30 days of having been required in writing or to remedy or desist; and/or
- 18.1.3 the other Party:
- (a) effects a change of control within the meaning of section 450 of the Corporation Tax Act 2010;

- (b) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;
- (c) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
- (d) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;
- (e) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
- (f) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;
- (g) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;
- (h) has any distress, execution or sequestration or other such process levied or enforced on any of its assets; and/or
- (i) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Clause 18.1.3.

19 CONSEQUENCES OF TERMINATION

The termination of this Agreement will be without prejudice to the rights and remedies of either Party which may have accrued up to the date of such termination.

19.1 No later than 3 months prior to the expiry of the Term, the Parties shall hold a review meeting to discuss arrangements for the hand-over of the Services from the Managing Agent to the Client or to a New Provider.

19.2 The Managing Agent shall fully co-operate with the Client and/or any New Provider in ensuring the smooth handover and continued running of the Services during such handover. This shall include but is not limited to:

19.2.1 assimilating and delivering any Transfers, Occupational Leases, Contracts or Head Leases and other relevant documents, maintenance contracts, Service Charge Costs ledger and other records which the Managing Agent has in relation to the Property or any of the Property's service providers;

- 19.2.2 liaising with any New Provider including attendance at meetings to discuss and agree handover of information and arrangements;
 - 19.2.3 transferring and/or novating existing third party service agreements to any New Provider;
 - 19.2.4 arranging the transfer of information stored in any database used for the provision of the Services in a format that is readily readable and sufficient to enable the on-going management of the Property, including tenancy information, including key dates such as rent reviews, lease renewals and lease breaks;
 - 19.2.5 to the extent relevant, and without prejudice to Clause 12.5, arranging for the transfer of any Personnel in accordance with current employment legislation; and
 - 19.2.6 reconciling and preparing accounts for periods of this Agreement, subject always to the Managing Agent complying with all Applicable Law.
- 19.3 Upon termination:
- 19.3.1 subject to Clause 19.1, the relationship of the Parties shall cease and any rights or licences granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 19;
 - 19.3.2 any provision which expressly or by implication is intended to come into or remain in force on or after Termination shall continue in full force and effect; and
 - 19.3.3 the Managing Agent shall promptly:
 - (a) return to the Client (or, if the Client so requests, forward to the New Provider or destroy) all Confidential Information in its possession belonging to the Client or relating to the Property or prepared in accordance with this Agreement and shall not retain copies, extracts or notes of the same. The Managing Agent shall not have, or purport to claim, a lien over any such documents and materials;
 - (b) provide to the Client an interim account of the transactions subsequent to those shown in accounts last submitted to such expiration or termination date;
 - (c) pay to the Client or the New Provider, as the Client shall direct, all service charges and reserve fund contributions held, less any amount required to discharge expenses and liabilities incurred by the Managing Agent under the terms of this Agreement;
 - (d) and not later than 3 months after the termination of this Agreement provide to the Client a final account of all transactions subsequent to

those shown in accounts last submitted and not later than 14 days after such date pay to the Client or New Provider (as directed by the Client) any such sums due under this Agreement;

- (e) if instructed to do so by the Client, close the Service Charge Account relating to the Property and return all funds in it to the Client within 30 days of the Termination Date;
- (f) remove all signs at the Property indicating that the Managing Agent is the manager of the same and make good all damage so caused;
- (g) submit its final invoices to the Tenants or Transferees setting out the total amounts due to the Managing Agent pursuant to this Agreement;
- (h) forward to the Client and any New Provider any enquiries arising out of or relating to the Property; and
- (i) within 14 days of receipt, pay to the Client or the New Provider (as the Client may direct) any service charge or other funds received.

20 CONFIDENTIALITY

20.1 Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party that is disclosed or obtained as a result of the relationship of the Parties under this Agreement and each Party shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of other Party.

20.2 Where disclosure is made to any employee, consultant, subcontractor or agent, it shall be done subject to obligations equivalent to those set out in this Agreement. Both Parties shall procure that any such employee, consultant, subcontractor or agent complies with such obligations. Both Parties shall be responsible to the other Party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

20.3 The obligations of confidentiality in this Clause 20 do not extend to any Confidential Information which either Party can show:

20.3.1 is, or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement; or

20.3.2 was in its written records prior to the Commencement Date and not subject to any confidentiality obligations; or

20.3.3 was or is disclosed to it by a third party entitled to do so; or

20.3.4 the Parties agree in writing is not Confidential Information or may be disclosed; or

- 20.3.5 is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 20.4 The Managing Agent shall not publicise or advertise or issue any information to the media about this Agreement without the consent of the Client.

21 PARTIES

- 21.1 The Managing Agent shall not be entitled to assign the benefit of this Agreement or any of its obligations under this Agreement nor, subject to Clause 21.2, to sub-contract the whole or any [material part] of its obligations under this Agreement unless the Client has given its prior written consent (not to be unreasonably withheld or delayed). [As the date of this Agreement, the Client consents to the sub-contracting of the following elements of the Services to the following third parties:

Service	Subcontractor
[•]	[•]
[•]	[•]

]

- 21.2 Other than as specified in Clause 12.8 or a Group Company of the Client, no person who is not a Party to this Agreement shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement. Nothing in this clause affects the Client's ability to benefit from and enforce all provision in this Agreement. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a Party to this Agreement.

22 ANTI-FACILITATION OF TAX EVASION & FINANCIAL

- 22.1 The Managing Agent shall not engage in any activity, practice or conduct which would constitute either:
- 22.1.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017;
- 22.1.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017 (in each case, as updated, amended or superseded from time to time); or
- 22.1.3 A breach of any of the provisions of the Economic Crime and Corporate Transparency Act 2023 (ECCTA) including acts or omissions under this Agreement or otherwise which might put the Client and/or its directors or officers in breach of any obligation under ECCTA including its Schedules or the Companies Act 2006.

- 22.2 The Managing Agent shall have and shall maintain in place throughout the Term such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including employees of the Managing Agent and all Personnel) and to ensure compliance with this Clause 22.
- 22.3 The Managing Agent shall notify the Client in writing if it becomes aware of any breach of this Clause 22 or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017.
- 22.4 The Managing Agent shall provide such supporting evidence of compliance as the Client may reasonably request from time to time. The Managing Agent shall ensure that any person associated with it who is performing Services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Managing Agent in this Clause 22.
- 22.5 The Managing Agent shall be responsible for the observance and performance by such persons of the terms of this Clause 22, and shall be directly liable to the Client for any breach by such persons of any of this Clause 22.
- 22.6 Breach of this Clause 22 shall be deemed a material breach under Clause 18.1.2.
- 22.7 For the purposes of this Clause 22, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Managing Agent includes any subcontractor of the Managing Agent.

23 MODERN SLAVERY

- 23.1 In performing its obligations under this Agreement, the Managing Agent shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.
- 23.2 The Managing Agent shall:
- 23.2.1 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - 23.2.2 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 23;
 - 23.2.3 notify the Client as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement;
 - 23.2.4 maintain a complete set of records to trace the supply chain of all Services provided to the Client in connection with this Agreement; and

- 23.2.5 permit the Client and its third party representatives to inspect the Managing Agent's records, and to meet the Managing Agent's personnel to audit the Managing Agent's compliance with its obligations under this Clause 23.
- 23.3 The Managing Agent represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 23.4 Breach of this Clause 23 shall be deemed a material breach under Clause 18.1.2.
- 24 **ANTI BRIBERY**
- 24.1 The Managing Agent shall:
- 24.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 24.1.2 have and shall maintain in place throughout the Term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 24.1.3 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Managing Agent in connection with the performance of this Agreement;
- 24.1.4 promptly on request from the Client, certify to the Client in writing signed by an officer of the Managing Agent, compliance with this Clause 24.1 by the Managing Agent and all persons associated with it under Clause 24.1. The Managing Agent shall provide such supporting evidence of compliance as the Client may reasonably request.
- 24.2 The Managing Agent shall ensure that any person associated with the Managing Agent who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Managing Agent in this Clause 24 ("**Relevant Terms**"). The Managing Agent shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.
- 24.3 Breach of this Clause 24 shall be deemed a material breach under Clause 18.1.2.
- 24.4 For the purpose of this Clause 24, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the

purposes of this Clause 24 a person associated with the Managing Agent includes any subcontractor of the Managing Agent.

25 GENERAL

25.1 Entire Agreement

This Agreement contains the entire agreement between the Parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the Parties in relation to such subject matter. The Parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either Party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement. Nothing in this Clause 25 will exclude any liability in respect of misrepresentations made fraudulently.

25.2 Warranties

Each party warrants that:

- 25.2.1 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;
- 25.2.2 this Agreement is executed by a duly authorised representative of that party; and
- 25.2.3 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.

25.3 Order of Precedence

In the case of conflict or ambiguity, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement are as follows:

- 25.3.1 Clauses 1 to 26 of this Agreement; and then
- 25.3.2 the Schedules to this Agreement.

25.4 Severability of provisions

If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining

provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

25.5 Waiver

The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that Party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. The waiver by either Party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

25.6 Variation

No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by each of the Parties to this Agreement.

25.7 Counterpart Signatures

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

25.8 Notices

25.8.1 Any notices sent under this Agreement must be in writing.

25.8.2 Notices may be served in the ways set out below at the addresses set out in the table below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement and, the following table sets out the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day	properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting or at the time and date recorded by the delivery service	properly addressed prepaid and posted

26 GOVERNING LAW AND JURISDICTION

- 26.1 This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 26.2 All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the Parties irrevocably submit.

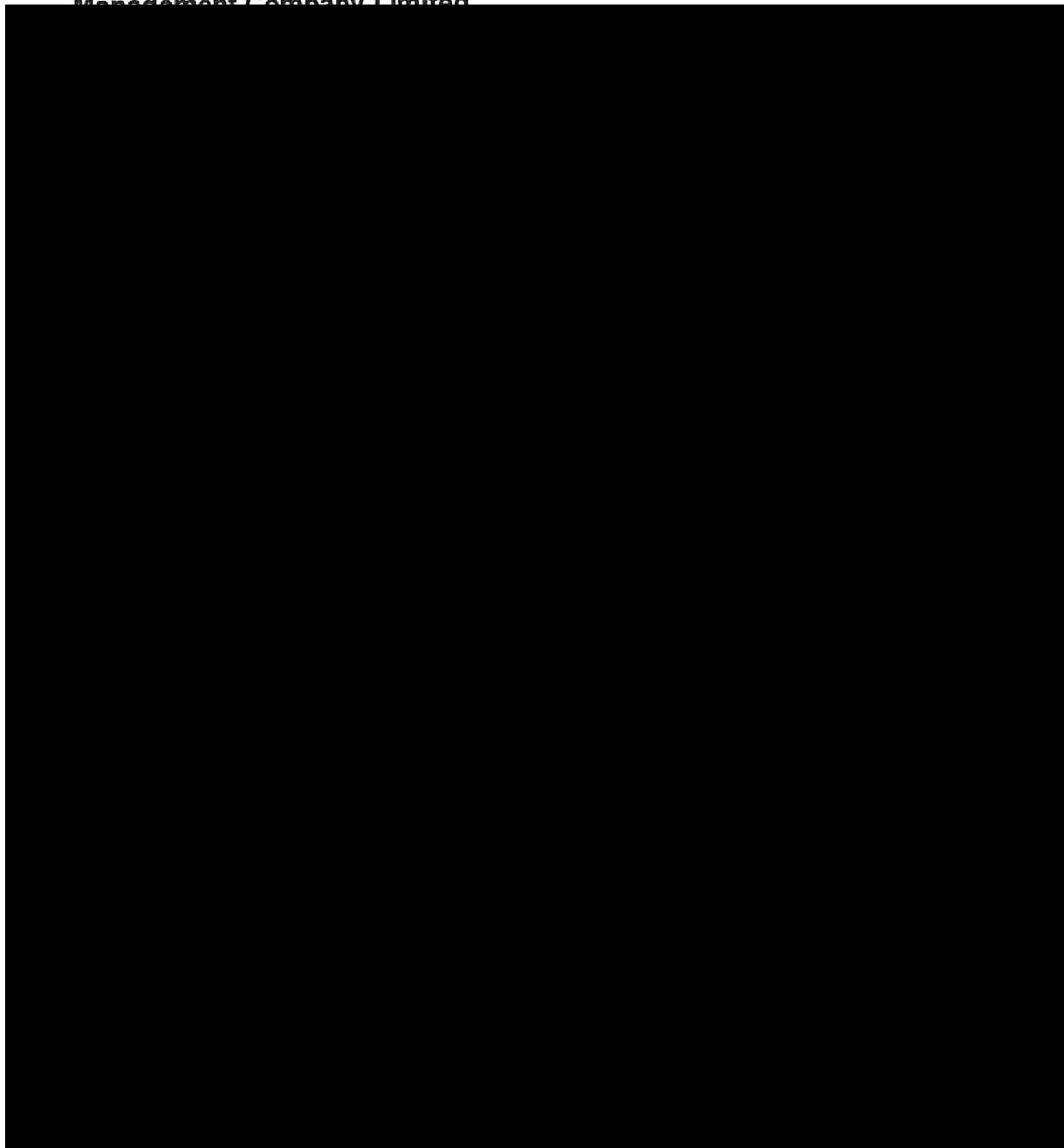
IN WITNESS OF THE ABOVE the Parties have signed this document as a deed and is delivered and takes effect on the date written at the beginning of it.

SIGNED by [REDACTED])

for and on behalf of)

Fallow Wood View (Burgess Hill) Residents

Management Company Limited



SCHEDULE 1

The Property

Fallow Wood View, Burgess Hill

Property Address	Title Number (if applicable)
Isaacs Lane, Burgess Hill, RH15 8RA	

SCHEDULE 2

Services

Part "A"

General

- 1 The Managing Agent will perform the service charge obligations of the Client and landlord that are set out in the Occupational Leases and/or Transfers (as applicable).

Part "B"

Directors and Company Secretary

- 1 If requested by the Client in writing, the Managing Agent will provide the Client with 1 or more individuals, from among the Managing Agent's employees, who shall each accept the appointment as a director and/ or company secretary (as applicable) of the Client.
- 2 The director services shall include:
 - 2.1 representation of the Client in dealings with Third Parties in accordance with this Agreement;
 - 2.2 attendance to the board meetings; and
 - 2.3 any other task usually required from a director under Applicable Law or the articles of association of the Client.
- 3 The company secretary services shall include:
 - 3.1 submission of necessary filings and returns to Companies House in a timely manner including financial returns, confirmation statements and appointment/resigning of directors;
 - 3.2 maintenance of a registered office and registered email address in accordance with the Companies Act 2006 from time to time; and
 - 3.3 any other task usually required from the company secretary under Applicable Law or the articles of association of the Client.
- 4 The Managing Agent shall ensure that the company secretary shall exercise his or her powers and responsibilities in the best interests of the Client, in a proper, diligent and faithful manner and to the best of their ability, in accordance with the provisions of Applicable Law and the Company's articles of association.
- 5 If requested by the Client, the Managing Agent shall provide alternative individuals to act as company secretary (as applicable) of the Client under this Part B.

Part "C"
Service Charge Costs

- 1 The Managing Agent shall prepare, submit to and agree with the Client a budget within 6 weeks of the Commencement Date.
- 2 Where appropriate, the Managing Agent shall, subject to the terms of the Occupational Leases or Transfers, be entitled to charge expenditure made or incurred for the purpose of providing and carrying out the Services and Additional Services to the Service Charge Account provided such expenditure complies with the budget prepared and agreed in accordance with paragraph 1 above. It shall be the Managing Agent's responsibility to ensure that all such expenditure is discharged in a timely and proper manner.
- 3 Where appropriate, the Service Charge Account shall be maintained and operated by the Managing Agent in accordance with the following provisions and the Managing Agent shall give the bank at which the Service Charge Account is held all such directions and instructions as may be necessary to ensure the Service Charge Account is so maintained and operated:
 - 3.1 in accordance with the principles of good estate management and good professional accounting practice;
 - 3.2 the Service Charge Account shall be an interest bearing account held in the name of the Managing Agent which complies with RICS regulations; and
 - 3.3 in accordance with internal control procedures from time to time specified by the Client.
- 4 The Managing Agent shall inform the Client if its auditors qualify in any way their audit of the Managing Agent's client account and of any response by RICS in relation to such qualification.
- 5 Within 14 Business Days after the end of each Financial Year, the Managing Agent will provide the Tenants or Transferees with an account of the Service Charge Costs payable for that year due:
 - 5.1 The amount of the Service Charge Costs shall be ascertained and certified annually by a certificate of the annual expenditure ("**the Service Charge Certificate**") signed by the Managing Agent as soon after the end of the Financial Year as is practicable;
 - 5.2 The Service Charge Certificate shall contain a fair summary of the Client's expenditure and outgoings as incurred in the Financial Year; and
 - 5.3 If requested by the Client, permit a given Tenant or Transferees to inspect the vouchers and receipts in respect of the expenditure and outgoings for the Financial Year.

Part "D"
Contracts

- 1 The Managing Agent shall be authorised to enter into Contracts on the Client's behalf provided that:
 - 1.1 no Contracts may be entered into by the Managing Agent unless the Managing Agent first obtains estimates and conducts such further enquiries as may be reasonably necessary to ensure that the Contracts to be entered into:
 - (a) will be suitable for the purpose for which they are to be entered into and will be on cost effective terms and free from onerous or unusual obligations on the part of the Client; and
 - (b) shall not commit the Client (and/or any New Provider and/or any Replacement Third Party Service Provider) to, or cause any liability in relation to the employment or engagement of any personnel (including as a result of any transfer of personnel whether on commencement of the Contract, termination of all or part of such Contract or otherwise);
 - 1.2 the Managing Agent shall not without the Client's prior written approval enter into any contract which:
 - (a) is not specified in Schedule 4; or
 - (b) relates to the Managing Agent's obligations as Responsible Person and has an aggregate contract value of over £10,000;
 - (c) may at any time (including on commencement or termination or all or part of such Contract) result in the transfer of the contract of employment of any employee pursuant to TUPE;
 - (d) is deemed by the Client and notified by the Client to the Managing Agent from time to time to be a material Contract that requires prior approval in all circumstances by the Client; and/or
 - (e) requiring at law consultation with, notice to or approval by the Tenants or Transferees;
 - 1.3 the Managing Agent shall maintain a schedule of Contracts in place from time to time and provide a copy to the Client on an annual basis; and
 - 1.4 the Managing Agent shall supervise and use its reasonable endeavours to enforce the performance and observance of the obligations on the part of those persons companies or other entities supplying goods and services pursuant to the Contracts.

Part "E"
Reporting

- 1 The Managing Agent shall report to and seek instructions from the Client as frequently as necessary in relation to all material matters relating to the Property including:
 - 1.1 reporting to the Client in the form of a written report once a month and consolidated every 3 months, on the income received and expenditure made, the management (including the management of the Tenant or Transferee relations) and the state and the condition of the Property;
 - 1.2 preparing such other reports and providing such other information as the Client may reasonably require from time to time require including reports and information which the Client are required to supply to any third parties and, where applicable, in accordance with the Client's credit control procedures;
 - 1.3 notifying the Client of any of the following matters immediately the same comes to the Managing Agent's knowledge:
 - 1.3.1 any notice order direction requisition or permission or proposal for the same by any statutory or other competent authority affecting the Property or any part thereof;
 - 1.3.2 any relevant defect within the meaning of Section 4 of the Defective Premises Act 1972 or any statutory modification or re-enactment thereof in the state of the Property or any part thereof;
 - 1.3.3 any damage to or destruction of the Property or any part thereof;
 - 1.3.4 any injury to or death of any person or damage to property (real or personal) arising directly or indirectly out of the use occupation or state of repair and condition of the Property or any part thereof;
 - 1.3.5 any infringement disturbance or destruction of any right easement or privilege affecting the Property;
 - 1.3.6 any need which there may be periodically to renew replace repair redecorate re-carpet or maintain the Property; and
 - 1.3.7 other matters which might be or tend to be prejudicial to the Client's interest in the Property;
 - 1.4 the Managing Agent shall also provide to the Client the following financial reports, as required by the Client:
 - 1.4.1 a periodic financial report in the form of a trial balance/balance sheet income statement and including a general ledger summary of the debtor control account;

- 1.4.2 a control account and expenditure transaction report which provides transactional level details by the Tenant or Transferee, including summary totals;
- 1.4.3 a periodic VAT report which includes a detailed transactional information relating to VAT inputs and outputs, to match the Client's reporting periods, by Tenant or Transferee, including summary totals;
- 1.4.4 a periodic arrears report which includes a detailed transactional level arrears list of all overdue items with narratives, due dates and periods by Tenant or Transferee, including summary totals;
- 1.4.5 aged debtor reports detailing optional aging by days overdue or by periods;
- 1.4.6 rental income remittance reports which detail all rents remitted by Tenants, including summary totals; and
- 1.4.7 any other financial report which the Client so requests; and
- 1.5 the Managing Agent will supply information to, and liaise with, the Client's accountants as required by the Client.

Part "F" **Records**

- 1 The Managing Agent shall maintain and preserve, in accordance with the principles of good estate management and all relevant statutory requirements, comprehensive records relating to the Property and its management and upon request shall make the same available for inspection and copying by or any person authorised by the Client.
- 2 The Managing Agent shall maintain:
 - 2.1 up to date books of account;
 - 2.2 file records of correspondence relating to the Property;
 - 2.3 up to date schedules of tenancies, licences and other arrangements for occupation and use of the Property;
 - 2.4 records of rent review dates;
 - 2.5 records of periods and dates for any notices that are required to be given by the Managing Agent or the Client in relation to the Property;
 - 2.6 records of termination dates for the Occupational Leases;
 - 2.7 records of termination dates for any licences relating to the Property;
 - 2.8 records of any other dates material to each Transfer and/ or Occupational Lease;

- 2.9 accurate copies of deeds, documents and dealings relating to the Property;
 - 2.10 Service Charge Costs records relating to the Tenants or Transferees; and
 - 2.11 any other records required pursuant to Applicable Law in relation to the Property.
- 3 All accounting and financial records shall be maintained and preserved in accordance with the requirements of good accounting practice and in all respects in accordance with the requirements of any accounting regulations or recommendations from time to time made or given by the Royal Institution of Chartered Surveyors.

Part G
Service Levels

- 1. To respond to information requests from Tenants within 14 days of receipt of the request.

SCHEDULE 3

Charges

- 1 The Charges for the Services provided at the Property will be as set out in the table below:

	Charges (excluding VAT)	
	Commercial	Residential
Company Secretarial Services	£[•]	£[•]
Other Services[<i>To be split out by service type and relevant area of the Property, if applicable</i>]	£[•]	£[•]

- 2 The Parties will agree in writing the charges for any additional services which the Client requires the Managing Agent to provide.

SCHEDULE 4

Data Protection Particulars

The subject matter and duration of the Processing	the Managing Agent's performance of its obligations under this Agreement for the duration of this Agreement
The nature and purpose of the Processing	to perform the Services
The type of Personal Data being Processed	Tenants or Transferees name, address, contact information and financial information
The categories of Data Subjects	Tenants, Transferees, applicants, sub-tenants, contractors

