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This agreement is dated 1st Day of Month 2020

PARTIES

(1) HMS PROPERTY MANAGEMENT SERVICES LIMITED incorporated and registered in England and Wales with company number 05638048 whose registered office is at 27 Kingswood, Marchwood, Southampton, SO40 4YQ (Agent); and

(2) ABC Company Limited incorporated and registered in England and Wales with company number 01234567 whose registered office is at 62 Rumbridge Street, Totton, Southampton, SO40 9DS (Client).

BACKGROUND

(A) The Agent is in the business of providing property management services.

(B) The Client wishes to obtain and the Agent wishes to provide such services on the terms set out in this agreement with effect from 1st Month 2020 (Commencement Date).

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

Additional Services means any services which do not form part of the Services and which are referred to in clause 5.5 of this agreement;

Agent Materials means all documents, information, items and materials in any form, whether owned by the Agent or a third party, which are provided by the Agent to the Client in connection with the Services and/or any Additional Services;

Business Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Business Hours means the period from 9.00 am to 5.00 pm on any Business Day;

Charges means the sums payable for the Services, as set out in Schedule 3;

Client Materials means all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Agent in connection with the Services and/or any Additional Services;

Common Parts means the areas and amenities of the Property for use in common by tenants and occupiers and not comprised in any lease of a Flat

Excluded Services means the services set out in Schedule 2;

Flat means any one of the leasehold flats at the Property and Flats shall mean all flats at the Property;

Flat Owner means the legal owner of any Flat;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off [or unfair competition], rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and

all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Services means the services as set out in Schedule 1 but excluding the Excluded Services;

VAT means value added tax or any equivalent tax chargeable in the UK.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written includes fax and email.

1.11 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2 COMMENCEMENT AND DURATION

This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 11 (Termination), until either party gives the other three months' notice in writing.

3 AGENT'S RESPONSIBILITIES

3.1 The Agent shall use reasonable endeavours to supply the Services in accordance with this agreement in all material respects.

3.2 The Agent shall use reasonable endeavours to meet any performance dates reasonably requested by the Client but any such dates shall be estimates only and time for performance by the Agent shall not be of the essence of this agreement.

3.3 The Agent may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

3.4 All monies collected and received by the Agent will, until expended on liabilities of the Client, be held in the bank account that is unique and for the sole use of the Client. This account will be managed by the Agent. The Client may determine that a signature of a director of the Client will be required on cheques before they become valid for payment but this will not be the default position at the Commencement Date. The Client may vary this requirement by giving the Agent written

instructions from time to time.

3.5 The Agent will maintain all information, including accounts, property register records and to make such information available for the Client and to permit the Client and its other professional advisors and representatives at all reasonable times to inspect, to make copies of all documentation relating to the Services, subject to the levy of a reasonable copy charge.

3.6 The Services shall include the Agent acting as company secretary to the Client provided that the Agent shall only be required to accept such an appointment where the Agent is included within directors and officers liability insurance cover maintained by the Client. The Charges for this service shall be payable annually in advance.

4 CLIENT'S OBLIGATIONS

4.1 The Client shall:

4.1.1 co-operate with the Agent in all matters relating to the Services;

4.1.2 provide, for the Agent, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, data and other facilities as reasonably required by the Agent;

4.1.3 provide to the Agent in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) reasonably required by the Agent in connection with the Services and ensure that they are accurate and complete in all material respects.

4.2 If the Agent's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Agent shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

4.3 The Client undertakes to ratify all reasonable acts and proper acts, deeds and other things done by the Agent in connection with the management of the Property.

4.4 The Client undertakes to respond to the Agent with instructions, information or to other communications within a period of 15 Business Days from a request from the Agent.

4.5 The Client undertakes within 15 Business Days of demand, reimburse the Agent where necessary, in respect of all properly incurred items of expenditure relating to the management of the Property to ensure that the Agent is maintained in funds.

5 CHARGES AND PAYMENT

5.1 In consideration of the provision of the Services by the Agent, the Client shall pay the Charges.

5.2 The Agent may vary the Charges and any charges for Additional Services by giving not less than three months written notice to the Client provided that such notice cannot be given prior to 1st January 2021.

5.3 The Agent shall invoice the Client for the Charges quarterly in advance or at other times as agreed with the Client.

5.4 The Client shall pay each invoice submitted to it by the Agent within 30 days of the date of the invoice to a bank account nominated in writing by the Agent from time to time.

5.5 Should the Client require the Agent to carry out any Additional Services the Agent shall advise the Client whether it is prepared or able to carry out such Additional Services and if the Agent agrees to do so the Agent shall charge for such Additional Services on the basis of its standard hourly rates from time to time or as otherwise agreed between the parties prior to carrying out the Additional Services.

5.6 To the extent any disbursements are incurred by the Agent in the provision of the Services and/or

any Additional Services for example, printing, stationary and postage, these will be reimbursed by the Client immediately on notification by the Agent of the amount of such disbursements. In this respect the Agent will raise an invoice for such disbursements. Such disbursements will not attract VAT.

5.7 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Agent any sum due under this agreement on the due date:

5.7.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.7.1 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

5.7.2 the Agent may suspend all or part of the Services until payment has been made in full.

5.8 All sums payable to the Agent under this agreement:

5.8.1 are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

5.8.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6 INTELLECTUAL PROPERTY RIGHTS

6.1 The property and any copyright or other Intellectual Property Rights in:-

6.1.1 any Client Materials shall belong to the Client;

6.1.2 any Agent Materials shall, unless otherwise agreed in writing between the Client and the Agent, belong to the Agent, but the Client shall be entitled to use the Agent Materials for the purposes of utilising the Services by way of a non-exclusive licence, subject to payment in full of all sums payable under this agreement.

6.2 Any Client Material or other information provided by the Client which is so designated by the Client and any Agent Material shall be kept confidential by the Agent, and all Agent Material or other information provided by the Agent which is so designated by the Agent shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through not fault of the other party.

6.3 The Client warrants that any Client Material and its use by the Agent for the purpose of providing the Services will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Agent against any loss, damages, costs, expenses or other claims arising from such infringement.

6.4 Subject to clause 6.3, the Agent warrants that any Agent Material and its use by the Client for the purposes of utilising the Services will not infringe the copyright or other rights of any third party, and the Agent shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

7 DATA PROTECTION AND DATA PROCESSING

7.1 For the purposes of this clause:

7.1.1 Applicable Law means (a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or which is applicable in any jurisdiction that the Services are provided to or in respect of; (b) the common law and laws of equity as applicable to the parties (or either of them) from time to time; (c) any binding court order, judgment or decree as

applicable to the parties (or either of them) from time to time; or (d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over that party or any of that party's assets, resources or business;

7.1.2 Data Protection Legislation means, all applicable data protection legislation including, but not limited to, Regulation (EU) 2016/679 (the General Data Protection Regulation or the GDPR) and any national implementing laws, regulations and secondary legislation (or in the event that the UK leaves the European Union, all equivalent legislation enacted in the UK in respect of the protection of Personal Data) (all as amended, updated or re-enacted from time to time);

7.1.3 Data Protection Losses means all liabilities, including all: (a) reasonable and properly incurred costs (including legal costs) and expenses, claims, actions, interest, losses and damages and (b) to the extent permitted by the Data Protection Legislation or any Applicable Law: (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a supervisory authority; and (ii) compensation which is ordered by a supervisory authority to be paid to a Data Subject;

7.1.4 Personal Data, Data Subject, Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation; and

7.1.5 Personal Data Breach means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data.

7.2 Both parties agree to comply with all applicable requirements of the Data Protection Legislation in respect of the Services.

7.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Agent is the Data Processor.

7.4 Without prejudice to the generality of clause 7.2, the Client will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Agent for the duration and purposes of this agreement.

7.5 The Client shall not unreasonably withhold, delay or condition its agreement to any change requested by the Agent in order to ensure the Services and the Agent (and any third-party processor) can comply with the Data Protection Legislation.

7.6 Without prejudice to the generality of clause 7.2, the Agent shall, in relation to any Personal Data processed by it in connection with the performance by the Agent of its obligations under this agreement:

7.6.1 process that Personal Data only on the written instructions of the Client unless the Agent is required by Applicable Law to process Personal Data otherwise than in accordance with the Client's written instructions;

7.6.2 inform the Client if the Agent becomes aware of a written instruction given by the Client under clause 7.6.1 that, in the Agent's opinion, infringes Data Protection Legislation;

7.6.3 ensure that it has in place appropriate technical and organisational measures:

(a) to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures; and

(b) in so far as possible and taking into account the nature of the processing, to assist the Client in the fulfilment of the Client's obligations to respond to any request from a Data Subject relating to Personal Data;

7.6.4 ensure that all personnel who have access to and/or process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential except where disclosure is required in accordance with Applicable Law;

7.6.5 not transfer any Personal Data outside of the European Union unless the prior written consent

of the Client has been obtained (which shall not be unreasonably withheld or delayed) and the following conditions are fulfilled:

- (a) the Client or the Agent have provided appropriate safeguards in relation to the transfer; and
- (b) the Data Subject has enforceable rights and effective legal remedies;

7.6.6 refer to the Client any request from a Data Subject relating to Personal Data within four Business Days of receipt of the request;

7.6.7 taking into account the nature of the processing and the information available to the Agent, assist the Client, at the Client's cost, in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

7.6.8 notify the Client without undue delay on becoming aware of a Personal Data Breach and provide the Client with details of the Personal Data Breach;

7.6.9 at the written direction of the Client, delete or return all Personal Data to the Client in such form as the Client reasonably requests once processing by the Agent of any Personal Data is no longer required for the purpose of the Agent's performance of its obligations under this agreement and delete existing copies unless required by Applicable Law to store the Personal Data;

7.6.10 maintain written records of all categories of processing activities carried out on behalf of the Client;

7.6.11 make available to the Client, at reasonable notice, such information as is reasonably necessary to demonstrate the Agent's compliance with the obligations of Data Processors under the Data Protection Legislation and allow for audits, including inspections, by the Client or the Client's designated auditor for the purpose of verifying such compliance, subject to the Client:

- (a) giving the Agent reasonable prior notice of such information request, audit and/or inspection being required by the Client;
- (b) ensuring that all information obtained or generated by the Client or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to a supervisory authority or as otherwise required by Applicable Law); and
- (c) ensuring that such audit or inspection is undertaken during Business Hours, with, so far as reasonably practicable, minimal disruption to the Agent's business and the business of other clients of the Agent.

7.7 The Agent shall be entitled to engage third-party processors for carrying out any processing activities in respect of Personal Data under this agreement and the Client hereby consents to the Agent engaging such third-party processors. As between the Client and the Agent, the Agent shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.7.

7.8 If the Client or the Agent receives a compensation claim from a Data Subject relating to processing of Personal Data pursuant to this agreement, it shall promptly provide the other party with notice and full details (to the extent in its possession) of such claim. The party with conduct of the action shall:

7.8.1 make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party which shall not be unreasonably withheld or delayed; and

7.8.2 consult fully with the other party in relation to any such action.

7.9 This clause 7 shall survive termination (for any reason) or expiry of this agreement and continue:

7.9.1 indefinitely in the case of clause 7.8; and

7.9.2 until 12 months following the earlier of the termination or expiry of this agreement in the case of clauses 7.1 to 7.7 (inclusive)

provided always that any termination or expiry of clauses 7.1 to 7.7 (inclusive) shall be without

prejudice to any accrued rights or remedies of either party under any such clauses at the time of such termination or expiry.

7.10 This clause sets out the nature and purpose of processing by the Agent, the duration of the processing and the types of Personal Data and categories of Data Subject:

7.10.1 Purpose of processing: For the purpose of the supply by the Agent of the Services in accordance with the terms of this agreement;

7.10.2 Nature of processing: Contacting and liaising with Flat Owners in order to provide the Services;

7.10.3 Duration of processing: The term of this agreement.

7.10.4 Types of Personal Data: Full names, addresses, job titles, email addresses, contact telephone numbers and bank payment details (primarily for the purposes of the establishment of standing orders for the payment of service charges);

7.10.5 Categories of Data Subject: Data in relation to Flat Owners.

8 CONFIDENTIALITY

8.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, clients, clients or agents of the other party except as permitted by clause 8.2.

8.2 Each party may disclose the other party's confidential information:

8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

9 INDEMNITIES<

9.1 The Client will indemnify and keep indemnified the Agent from and against all losses or liabilities (including, in particular, damages, legal and other professional fees and costs, penalties and expenses) which may be suffered or incurred by the Agent and which arise directly or indirectly in connection with:

9.1.1 any act of neglect or default of the Client, its agents, employees or licencees or any claim by any third party in respect of any matter arising from the management of the Property provided that such liability has not been incurred through any neglect or default by the Agent in carrying out the terms of this agreement;

9.1.2 any public liability claim matter (relating to the Property) and to undertake to maintain an appropriate policy at all times;

9.1.3 any breach by the Client of the provisions of this agreement;

9.1.4 any contract of employment (written or otherwise) which is either existing prior to the date hereof and transferred to or adopted by the Agent or entered into by the Agent in pursuant of this Agreement (provided always that the same does not result from an unauthorised act or omission of the Agent).

9.2 Any payment made in respect of a claim under clause 9.1 must include an amount in respect of

all costs and expenses incurred by the Agent in relation to the bringing of the claim (including a reasonable amount in respect of management time).

10 LIMITATION OF LIABILITY

10.1 Nothing in this agreement shall limit or exclude the Agent's liability for:

10.1.1 death or personal injury caused by its negligence;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, the Agent shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

10.2.1 loss of profits;

10.2.2 loss of sales or business;

10.2.3 loss of agreements or contracts;

10.2.4 loss of anticipated savings;

10.2.5 loss of or damage to goodwill;

10.2.6 loss of use or corruption of software, data or information; or

10.2.7 any indirect or consequential loss.

10.3 The Agent shall have no liability to the Client for any loss, damage, costs, expenses, or other claims for compensation arising from any Client Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

10.4 Subject to clause 10.1, the Agent's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to 100% of the average annual Charges (calculated by reference to the Charges in successive 12 month periods from the date of this agreement) paid by the Client under this agreement.

10.5 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

11 TERMINATION

11.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

11.1.1 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

11.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

11.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;

11.1.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

11.1.5 a receiver or administrative receiver has been appointed over all or any of the assets of the other party.

11.2 Without affecting any other right or remedy available to it, the Agent may terminate this agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

12 CONSEQUENCES OF TERMINATION

12.1 On termination or expiry of this agreement:

12.1.1 the Client shall immediately pay to the Agent all of the Agent's outstanding unpaid invoices and interest and, in respect of the Services and/or Additional Services supplied but for which no invoice has been submitted, the Agent may submit an invoice, which shall be payable immediately on receipt;

12.1.2 the Agent shall on request return any of the Client Materials not used up in the provision of the Services; and

12.1.3 the following clauses shall continue in force: clause 1 (Interpretation), clause 6 (Intellectual property rights), clause 8 (Confidentiality), clause 10 (Limitation of liability), clause 7 (Data protection), clause 12 (Consequences of termination), clause 16 (Waiver), clause 18 (Severance), clause 24 (Dispute resolution), clause 25 (Governing law) and clause 26 (Jurisdiction).

12.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13 FORCE MAJEURE

The Agent shall not be liable to the Client or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Agent's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Agent's reasonable control.

14 ASSIGNMENT AND OTHER DEALINGS

14.1 This agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

14.2 The Agent may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that the Agent gives prior written notice of such dealing to the Client.

15 VARIATION

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

16 WAIVER

16.1 A waiver of any right or remedy under this agreement or by law is only effective if given in

writing and shall not be deemed a waiver of any subsequent breach or default.

16.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17 RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18 SEVERANCE

18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

18.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 ENTIRE AGREEMENT

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

20 NO PARTNERSHIP OR AGENCY

20.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22 NOTICES

22.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case).

22.2 Any notice shall be deemed to have been received:

22.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

22.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

22.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.4 A notice given under this agreement is not valid if sent by email.

23 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24 DISPUTE RESOLUTION

24.1 Subject to clause 24.1, any dispute arising under or in connection with this agreement or the provision of the Services shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Royal Institution of Chartered Surveyors.

24.2 Nothing in this agreement shall prevent any party from commencing or continuing court proceedings.

25 GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

26 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1

1.

SERVICES DETAILS

1 Issuing demands for service charges and, where appropriate, ground rents and all other payments due from Flat Owners and dealing with initial arrears. Liaison with the flat owner, the mortgagees or the Client's solicitors, as appropriate, will attract additional fees payable by the flat owner who is in breach of the lease provisions.

- 2 Preparing a budget of annual service charge expenditure to enable recommendations to be made as to levels of service charges to be paid. Advising on the provision of a reserve fund and sinking fund.
- 3 Providing the Directors with regular statements of income and expenditure showing the present position of the Client's finances. Preparation of annual accounts for the Client and liaison with accountants over the provision of audited/certified accounts as appropriate.
- 4 Administering contracts for the provision of services provided to Common Parts and dealing with the authorisation of payment of accounts rendered by contractors.
- 5 Visiting the Property and carrying out inspections as and when required, including work in progress and to assess the general condition of the exterior of the Property and the Common Parts, such inspections not to be construed as comprehensive, structural surveys.
- 6 Responding to routine enquiries raised by individual Flat Owners and to ensure that all necessary information is circulated to Flat Owners, as required. (Excessive and/or unnecessary enquiries (emails, letters, phone calls and/or meetings) raised by Individual Flat Owners will attract additional charges as shown in Schedule 3).
Excessive and/or unnecessary enquiries will be deemed as more than two enquiries (emails, letters, phone calls and/or meeting) per month in relation to the same subject when that subject matter has already been adequately dealt with.
- 7 Advising the Client generally in the matter of notices, consents and approvals pursuant to the terms of any covenants affecting the Property. Associated fees will normally be recoverable from applicants for Agents' services in this regard.
- 8 Attending regular meetings with the Directors to discuss and advise ongoing matters, changes in legislation, planned maintenance and other matters affecting the Property.
- 9 Acting as Company Secretary in accordance with the provisions of clause 3.6.
- 10 In addition to the meetings referred to in paragraph 8, provision of necessary arrangements in connection with the Client's annual general meeting, to include attendance at the meeting.
- 11 Instructing and supervising competent contractors to provide both building and maintenance services to the Property, in accordance with such expenditure limits which have been previously agreed.
- 12 Liaison with solicitors regarding conveyancing enquiries relating to the sale and purchase of individual Flats for which an additional fee will be charged to the parties concerned.

Schedule 2

EXCLUDED SERVICES

- 1 Carrying out a building survey or valuation of the Property as security or for insurance purposes or preparing any schedule of dilapidation or inventory.
- 2 Offering vacant property to let, advising the Client on the terms of any lease or negotiation of the terms of any new or varied lease.
- 3 Attending at court or the Property First Tribunal or Arbitral Tribunal or other hearing and preparing evidence in relation to any matters arising from the management of the Property by the Agent or in respect of which the Agent is required to give evidence.
- 4 Dealing with local government matters including council tax valuations, planning permission and building regulation consent.

5 Directly, in the name of the Agent, engage, instruct, supervise and pay the fees, other charges and disbursements from the Agents own funds of any contractor or other professional consultant engaged on behalf of the Client.

6 Advising on health and safety matters other than in respect of matters that are apparent on inspection of the Property, for example loose wiring. To the extent that any external health and safety advisors are required, these shall be appointed at the cost of the Client and with the Client's prior consent.

7 Any advertising and recruitment of staff on behalf of the Client (unless specifically agreed in writing with the Client).

8 Dealing or advising upon applications for assignments of tenancies or leases, sub-lettings, alterations and changes of use.

9 Operating a payroll service for staff employed by the Client (unless specifically agreed in writing with the Client).

10 Liaising with authorities, contractors or other bodies in the event of fire, flood or natural disaster.

11 Organising extraordinary works to the Property that are (i) not a requirement pursuant to the terms of any covenants affecting the Property, for example dealing with damage to the Property caused by third parties, or (ii) are not related to the handover of the Property to the Client from the developers of the Property.

12 Providing information to solicitors and others in connection with enquiries on sales and on providing information and/or files to the Client as directed following the termination of this Agreement.

13 Providing any other services to the Client or in connection with the Property which are not specified in this Agreement.

14 Advising upon the availability of grant applications in respect of the Property and, if applicable, the making of such applications on behalf of the Client.