

# MANAGEMENT AGENCY AGREEMENT

BETWEEN

---

*(The Client)*

**Goldthorn (Wolverhampton) Management Company Limited**  
whose (registered) office is  
**Scanlans House 1671a High Street, Knowle, Solihull, West Midlands, B93 0LL**  
Company number (if applicable) **01738232**

and

---

*(The Manager)*

**Scanlans Property Management LLP**  
whose (registered) office is at 3<sup>rd</sup> Floor Rear Suite, Boulton House,  
17-21 Chorlton Street, Manchester M1 3HY  
Company number **OC347366**

Tel: 0161 236 8888

Email: [management@scanlanspm.com](mailto:management@scanlanspm.com)

for

---

*(All Units contained with the Property known as)*

**Goldthorn, Penn Road, Penn, Wolverhampton, WV3 0ED**

---

*(From)*

**1<sup>st</sup> September 2022**

## CONTENTS

### TERMS & CONDITIONS

1. Definitions
2. Appointment
3. Services to be provided by the Manager
4. Compliance with the Provision of Services Regulations 2009 (as amended)
5. Conduct of the Manager
6. Conduct of the Client
7. Disclosures, Commissions and Associated Companies
8. Fees and Charges
9. Handling of Client's Money
10. Liability and Indemnity
11. Warranties
12. Assignment and subcontracting
13. Ending this Agreement
14. Membership of the Association of Residential Managing Agents
15. Dispute Resolution
16. Data Protection
17. Intellectual Property
18. Confidentiality
19. Force Majeure
20. Communication between the Parties
21. Entire Agreement
22. Variation
23. Waiver
24. Severance
25. Legal Jurisdiction

APPENDIX I - THE FEE AGREEMENT

APPENDIX II - THE SERVICES

APPENDIX III - ADDITIONAL CHARGES

APPENDIX IV - FIRE, HEALTH AND SAFETY

APPENDIX V - THE TAKEOVER AND HANDOVER LISTS

APPENDIX VI - PROCEDURES FOR HANDLING CLIENT COMPLAINTS

APPENDIX VII – BANKING ARRANGEMENTS

APPENDIX VIII – LEASE COMPLIANCE PROCEDURE

## **1 Definitions**

- 1.1 The 'Client' means the resident management company, right to manage company, or other landlord named in the cover sheet to this agreement.
- 1.2 The 'Manager' is the managing agent named in the cover sheet to this agreement.
- 1.3 The 'Property' is the estate, scheme, or development named in the cover sheet to this agreement and as described at clause 26 of this agreement.
- 1.4 The 'Management Fee' is the fee set out in the fee agreement in Appendix I (herein referred to as the 'Fee Agreement').
- 1.5 The 'Services' mean the services set out and the frequency specified in Appendix II.
- 1.6 'Additional Charges' are the charges listed for additional services in Appendix III.
- 1.7 'Term' means the term of this agreement, which shall commence on the date set out in clause 2.3, being (INSERT DATE ON WHICH SERVICES COMMENCED), and continue for a period of 364 days, unless terminated earlier in accordance with clause 13.
- 1.8 The 'Parties' means the Client and the Manager.
- 1.9 'Applicable Laws' means the laws of England and Wales and any other applicable laws or regulations, regulatory policies, or binding industry codes.
- 1.10 'Applicable Fire, Health and Safety Laws' means the laws of England and Wales relating to fire, health and safety any other applicable laws or regulations, regulatory policies, or binding industry codes.
- 1.11 'ARMA' means the Association of Residential Managing Agents whose website is <http://www.arma.org.uk>
- 1.12 'RICS' means the Royal Institution of Chartered Surveyors whose website is <http://www.rics.org>
- 1.13 'Intellectual Property Rights' means all patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.14 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.15 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A reference to writing or written includes fax and email.

## **2 Appointment**

- 2.1 The Client appoints the Manager to be its exclusive managing agent for the Property for the Term on the terms of this agreement, provided that either party shall be entitled to terminate this agreement prior to the Term in accordance with clause 13.
- 2.2 For the duration of this agreement, and subject to clause 9.7, the Manager may enter into such contracts:
  - 2.2.1 as are reasonably necessary for the management functions of the Property in relation to the Services being provided under this agreement on behalf of an in the name of the Client;
  - 2.2.2 on its own behalf, to the extent necessary for the provision of the Services.
- 2.3 The Client agrees to the terms of this agreement and will be deemed to be bound by them upon the earlier of:
  - 2.3.1 Signature of the agreement by the Client and the Manager: or
  - 2.3.2 Commencement of the provision of the Services by the Manager, in which case the agreement will be deemed to have come into effect from the date of the provision of the first of such Services.
- 2.4 For the avoidance of doubt where pursuant to clause 2.3 this Agreement is signed by the Client after the Manager has commenced provision of the Services, the agreement will be deemed to have come into effect from the date of the provision of the first of such Services.
- 2.5 'Without: a) prior notice to the Client; and b) the Client's prior consent, the Manager may at any time assign to any third party, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations (including any benefit and/or burden) under this agreement.'

### **3 Services to be provided by the Manager**

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

### **4 Compliance with the Provision of Services Regulations 2009 (as amended) The Manager has provided to the Client the following information:**

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

### **5 Conduct of the Manager**

- 5.1 The Manager will use reasonable endeavours to:
  - 5.1.1 comply with the terms of the leases of the Property; and
  - 5.1.2 comply with the requirements of ARMA and the Service Charge Residential Management Code of the RICS as appropriate.
- 5.2 The Manager will;
  - 5.2.1 comply with relevant landlord and tenant legislation;
  - 5.2.2 comply with the Applicable Laws relating to its obligations in the management of the Property; and
  - 5.2.3 comply with the Applicable Fire, Health and Safety Laws relating to its obligations in the management of the Property.
- 5.3 The Manager will comply with its obligations under employment and all other relevant laws and regulations relating to the management of the Property.
- 5.4 The Manager will hold professional indemnity insurance including fidelity cover and maintain it during the Term. On request, the Manager must give the Client a copy of the certificate of insurance.
- 5.5 The Manager will comply with the rules of the Financial Conduct Authority when carrying out any regulated insurance activities.
- 5.6 The Manager will at all reasonable times allow the Client access to all records and accounts appertaining to the management of the Property.
- 5.7 Where pursuant to the Services the Manager is required to arrange any insurance policy relating to the Property, such obligation shall not be absolute but shall instead comprise an obligation on the Manager to use all reasonable endeavours to arrange the relevant insurance policy, having regard to the fact that insurance for certain risks may not be available in the relevant insurance market on reasonable terms acceptable to the Client at the time the insurance policy was intended to be entered into. The ultimate responsibility and obligation to procure any insurances relating to the Property shall remain with the Client.

## **6 Conduct of the Client**

- 6.1 The Client will ensure the handover to the Manager prior to the commencement of the Services of the documents listed in Appendix V, the Takeover List, and any other documents as may be requested by the Manager or required in connection with the management of the Property. The Client warrants that it has supplied (and will continue to supply) to the Manager all material information relating to the Property and the provision of the Services, including information relating to the state of repair of the Property and any proposed construction or renovation works.
- 6.2 Without prejudice to the Manager's obligation under this agreement, the Client acknowledges and agrees that it is responsible for compliance with all Applicable Laws and Applicable Fire, Health and Safety Laws relating to the Property, procuring any insurances relating to the Property, its own business and operations, and for the upkeep and any damage to the Property.
- 6.3 The Client agrees to co-operate with the Manager in all matters relating to the Services and to provide any information, documents, instructions, approvals, consents, comments and to do any other acts reasonably requested by the Manager in connection with the provision of the Services in a timely manner and in any event within 14 days of such request. The Client warrants that all information provided to the Client pursuant to or in connection with this agreement is and will be complete and accurate.
- 6.4 The Client will not issue any instructions to the Manager that require it to breach the leases of the Property, Applicable Laws, Applicable Fire, Health and Safety Laws, applicable Codes of Practice or any other regulations relating to the management of the Property.
- 6.5 The Client will act in a manner that ensures there is no unlawful discrimination in the provision of services and the employment of any staff or contractors.
- 6.6 The Client will not give instructions to the Manager's staff working solely at the Property. Any instructions should be given through the Manager's nominated representative as agreed between the Parties.
- 6.7 The Client is not required to arrange and hold directors' and officers' liability insurance for the Term but is advised to do so. On request, the Client will give the Manager a copy of any such insurance certificate.
- 6.8 The Client will keep the Manager informed of any notices, sales of leaseholds or freehold, possible formation of resident associations, exercise of the right to manage, enfranchisement and any other matter relating to the management of the Property of which the Client becomes aware.
- 6.9 When oral instructions are given by the Client to the Manager, these should be confirmed by the Client in writing within 7 days.
- 6.10 The Client shall keep any materials, equipment, documents and other property of the Manager provided by the Manager to the Client (Manager Materials) in safe custody at its own risk, maintain the Manager Materials in good condition until returned to the Manager, and not dispose of or use the Manager Materials other than in accordance with the Manager's written instructions or authorisation.
- 6.11 The Client shall promptly notify the Manager of any transfer, sale or dealing in any other way of any interest it has in the freehold of the Property. Nothing in this clause shall prevent the Client from entering into leases of any part of the Property in the usual course.
- 6.12 During the Term the Client grants a non-exclusive licence to the Manager to enter the Property for the purpose of carrying out the Services.

## **7 Disclosures, Commissions and Associated Companies**

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

## **8 Fees and charges**

- 8.1 The fees and charges payable by the Client to the Manager are as set out in Appendices I, III and IV and are payable without any right of set-off against any other account with the Client.
- 8.2 The Client authorises the Manager to deduct the Management Fee and any other fees and Additional Charges from the designated bank account on the dates set out in the Fee Agreement.
- 8.3 The Client will pay to the Manager interest on any overdue fees and charges payable by the Client to the Manager at the rate of 1% over base rate of Barclays Bank from the date the fee or charge became due until the date of payment.

## **9 Handling of Client's Money**

- 9.1 The Manager will comply with statutory and ARMA's rules for banking and holding any funds of the Client in a clearly designated bank account(s). Any such client funds must be held in trust.
- 9.2 The Manager will and is authorised to open a designated bank account(s) on behalf of the Client in the name of the Client for the receipt of all money due to the Client and the payment of expenses relating to the Property.
- 9.3 Where applicable, the Manager will open a designated bank account(s) on behalf of the Client in the name of the Client for the receipt of reserve fund(s) contributions made by leaseholders.
- 9.4 The Client authorises the Manager to make payments for the purpose of providing the Services (within the limits set out in 9.7 below) from the designated bank account(s) held for the Property.
- 9.5 The Client irrevocably authorises the Manager to deduct any outstanding Management Fee and Additional Charges from the designated account during the Term and after this management agency agreement terminates.
- 9.6 It is hereby agreed that any interest earned on the designated account(s) shall be a credit to that account(s) together with any negative interest absorbed by that accounts(s)
- 9.7 Insurance claim settlement monies, when not paid directly to the claimant, will be deposited into the Client account.
- 9.8 The Manager will notify the Client as soon as possible of any lack of funds to pay for the services. The Client shall put the Manager in funds to pay for services required if there is a deficit for any reason and the Manager may terminate this agreement immediately upon notice and cease to provide the Services if no funds are available.

## **10 Liability and indemnity**

- 10.1 Subject to clause 10.5, no liability shall be attached to or sustained or incurred by the Manager either in contract or in tort or otherwise for any loss, injury, damage, costs or legal or other expenses sustained as a result of:
  - 10.1.1 The Manager having reasonably relied upon the Client to provide accurately all relevant information;
  - 10.1.2 Any inaccurate forecast by the Manager of future income or expenditure unless done so negligently;
  - 10.1.3 Any defect in the Property, or plant and machinery, equipment or materials used for the property, whether or not such defect be latent or apparent upon examination;
  - 10.1.4 Any failure by the Client to provide adequate or timely instructions, approvals or consents;
  - 10.1.5 Any failure by the Client to put the Manager in funds to pay for services in connection with the Property;
  - 10.1.6 Any act, omission or insolvency of any person (including the Client) other than the Manager, or any breach of this agreement by the Client.
- 10.2 Subject to clause 10.5, the Manager's total liability to the Client in contract or in tort or otherwise under or in connection with this agreement and the Services shall not exceed an amount equal to the aggregate Management Fees paid by the Client to the Manager in the 12 months preceding the event giving rise to the liability.
- 10.3 The Client shall indemnify the Manager in respect of all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Manager arising out of or in connection with:
  - 10.3.1 any claims made or alleged or any action brought or threatened against the Manager by a third party due to an act or omission of the Client;
  - 10.3.2 any one or more of those circumstances listed in 10.1.3 to 10.1.6 above;
  - 10.3.3 any claim brought or alleged against the Manager for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of any materials provided by the Client; and
  - 10.3.4 any breach by the Client of the terms of this agreement.
- 10.4 The Manager shall not be liable to the Client in respect of any claims made by another or third party for any loss, injury, damage or legal or other expenses incurred as a result of any one or more of those circumstances listed in 10.1.1 to 10.1.3 above or otherwise.
- 10.5 The above shall not be valid insofar as prohibited by statute.

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

## **11 Warranties**

### **11.1 Each party warrants that:**

- 11.1.1 it has full capacity and authority to enter into and to perform this agreement and once duly executed, this agreement will constitute legal, valid and binding obligations;
- 11.1.2 this agreement is executed by a duly authorised representative of that party; and
- 11.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this agreement.

## **12 Assignment and subcontracting**

- 12.1 This agreement may only be assigned by the Client or the Manager with the written consent of the other party to this agreement.
- 12.2 The Manager may at any time subcontract or delegate any or all of its rights and obligations under this agreement.

## **13 Ending this Agreement**

- 13.1 This agreement will end at the expiry of the Term as allowed for in clause 1.7 above.
- 13.2 This agreement may be terminated at any time by the mutual consent of the parties in writing.
- 13.3 The Client may end this agreement at any time in writing if:
- 13.3.1 The Manager is in material breach of this agreement, and the Client has notified the Manager of that breach in writing, and the breach has continued for 30 days after that notice; or
- 13.3.2 The Manager becomes insolvent or makes other arrangements with its creditors; or
- 13.3.3 The leaseholders of the Property exercise the right to manage or enfranchise or a manager is appointed by a Tribunal.
- 13.4 The Manager may end this agreement at any time in writing if:
- 13.4.1 The Client fails to pay the Management Fee or other Additional Charges owing to the Manager within one calendar month of notice of the fee and charges; or
- 13.4.2 The Client is in material breach of this agreement, and the Manager has notified the Client of that breach in writing, and the breach has continued for 30 days after that notice;
- 13.4.3 The Client becomes insolvent or makes other arrangements with its creditors, or is liquidated or suffers a petition for its winding up, or is struck off the register of companies, or suffers or takes any steps in connection with any of the foregoing;
- 13.4.4 The Client acts in a way that prevents the Manager from performing its Services under this agreement, and more specifically is in breach of any of the obligations at clauses 6 or 9.8 above.
- 13.5 When this agreement is ended:
- 13.5.1 the Manager will handover to the Client the documents itemised in Appendix V, the Handover List, if they are in its possession;
- 13.5.2 the Client shall immediately pay to the Manager all of the Manager's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Manager shall submit an invoice, which shall be payable by the Client immediately on receipt; and
- 13.5.3 the Client shall immediately return any Manager Materials to the Manager.
- 13.6 Unless agreed otherwise all documents created by the Manager during the period of this agreement for the Client relating solely to the Property or the Services shall belong to the Client.
- 13.7 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- 13.8 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

#### 14 Membership of the Association of Residential Managing Agents

If the Manager ceases to be a member of the Association of Residential Managing Agents (ARMA) the Manager will notify the client in writing of membership ceasing within 28 days of the cessation occurring.

#### 15 Dispute Resolution

- 15.1 If any dispute arises over the interpretation of or compliance with the specific clauses in this agreement, the Parties will attempt to settle it by negotiation. Each of the Parties is to be represented by a person who is a director, or of equivalent executive authority, with authority to settle the dispute.
- 15.2 If the Parties have not settled the dispute by negotiation within 56 days from when the dispute began (or sooner if the Parties agree) the Client can refer the dispute to the relevant Ombudsman scheme of which the Manager is a member.

#### 16 Data Protection/Privacy Notice

- 16.1 **We are Scanlans Property Management LLP (company number: OC347366) of Boulton House, 17-21 Chorlton Street, Manchester, England, M1 3HY.** We act as a data controller in respect of your personal data, along with the owner, management company or lettings agency (**Appointer**) who has appointed us (where applicable) to provide services in respect of the relevant property (**Property**) who also act as a data controller in respect of your personal data. If you have any queries in respect of your personal data or this policy you can contact us by writing to us at the above address, calling us on 0161 236 8888 or emailing us at [ian.magenis@scanlans.com](mailto:ian.magenis@scanlans.com).
- 16.2 **This notice sets out how we will use your personal data as part of the property management services we provide in respect of the Property.** Please ensure that you have read and understood this notice and keep a copy for future reference.
- 16.3 **We may collect and hold the following personal data about you:** your name, address, email address, phone number, bank details, vehicle registration, images of you captured on CCTV (if installed at the Property) and records of any correspondence and telephone calls we have had with you in respect of the Property/our management. We may receive this from the Appointer (or a party authorised to act on their behalf) or directly from you. To help us keep your data accurate, please let us know if there are any changes to your personal data.
- 16.4 **We use your personal data to perform a contract with you or for our legitimate interests.** We use the personal data set out above to provide our property management services to you/your management company or your landlord (for example, using your payment details to collect and process rent, service charge and associated payments, using your name and contact details to provide updates and information in respect of your property, to keep records and deal with necessary property-related documentation). We may use records of correspondence and telephone calls with you for our own internal purposes of improving our services or for the defence of legal actions on the basis of our legitimate interests. Where possible, we will seek to anonymise your personal data before doing so.
- 16.5 **We may also send you marketing communications from time to time by post or email.** We will only do this if you have opted in to receiving marketing communications and provided your name, email address and/or address for this purpose or where you are already receiving our services and we believe that we have a legitimate interest in sending such communications to you (such legitimate interest being generating business for our group and consolidating existing customer and service recipient relationships). In such circumstances we will process your personal data to contact you with news and information which may be of interest to you and/or future events (as applicable) in respect of both us and companies in our group. You have the right to withdraw your consent to, or where we rely on our legitimate interests, object to, us using your personal data in this way at any time and can do so by contacting us using the details below or following the "opt-out" link in any email marketing communication we send to you.
- 16.6 **If you object to us processing your personal data we may not be able to provide our property management services in respect of you at the Property.** We would need to inform the Appointer and this could affect the terms of your occupation (if you are a resident).
- 16.7 **We will share some of your personal data with selected third parties.** This will include our contractors who need to know your information to carry out work at the Property (building, electrical, plumbing, general maintenance, parking enforcement etc.), Scanlans FM Limited (a company within our group), our IT service provider, our email platform provider, credit reference agencies and third parties who operate data storage/management systems on our behalf. Full details of such third parties can be provided on request (using the contact details above). We may also be required by law or regulation to share your personal data with HM Revenue & Customs and other regulatory authorities. If we send you marketing communications which include information relating to the products/services of, or events operated by, companies in our group we may, with your consent, share your name and the contact details provided by you with the group company in respect of which you have indicated an interest.
- 16.8 **We will retain and process your personal data for such time as you are resident (if applicable) at the Property and for a period thereafter to comply with necessary administrative formalities.** We will continue to hold and use your personal data as set out above for such time as you remain resident at the property (if applicable) (or, if less, for such time as we act as manager of the Property). After we have confirmed that you are no longer resident (if applicable) at the Property, or where we cease to manage the Property, we will continue to hold your personal data for up to six years after you leave the Property/we cease management for administrative and accounting reasons although such details will be anonymised after the third year of such period. In the case of CCTV imagery, recordings are retained for no longer than 31 days. In the case of call recordings, recordings are retained for up to 18 months following collection.
- 16.9 **We have put in place appropriate security measures to protect your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.** In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know such information. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.
- 16.10 **You have the following rights in respect of the personal data we hold about you:** (i) a right of access to such data; (ii) a right to object to processing that is likely to cause or is causing you damage or distress; (iii) a right to prevent processing for direct marketing; and (iv) a right to have inaccurate personal data rectified, blocked, erased or destroyed. If you wish to exercise any of these rights, please contact us using the details set out above. You also have a right to lodge a complaint with the Information Commissioner's Office (ICO) but we request that you contact us before escalating any complaint to the ICO.

**16.11 Our data protection officer can be contacted at the above address and telephone number and by email to:**  
[ian.magenis@scanlans.com](mailto:ian.magenis@scanlans.com).

**16.12 We may update this policy from time to time** to reflect changes in the way we use your personal data or legal/regulatory requirements. If we do update this policy, we will let you know by sending a copy of the updated policy to you.

## **17 Intellectual Property**

Without prejudice to clause 13.6, all of the Manager's Intellectual Property Rights existing prior to the commencement of the Services (including in the Manager Materials), and any developments in or improvements to the same, shall be the property of the Manager (excluding for the avoidance of doubt any Intellectual Property Rights in any materials provided by the Client).

## **18 Confidentiality**

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

**18.2** The restriction in clause 18.1 does not apply to:

- 18.2.1** any use or disclosure authorised by the other party or as required by law; or
- 18.2.2** any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure in breach of this clause.

## **19 Force Majeure**

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

## **20 Communication between the Parties**

- 20.1** Any communication or instruction from the Client to the Manager shall be made by a director or secretary of the Client or person of equivalent executive authority.
- 20.2** Service of written communications shall be by first class post to the address shown on the front cover of this agreement, by fax or email (or such other address as one party may notify to the other in accordance with this clause). Notice to end this agreement shall be by registered or recorded delivery post only.
- 20.3** Any communication in writing will be deemed to have been served on the third working day after posting, faxing or emailing.

## **21 Entire Agreement**

- 21.1** 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.
- 21.2** Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **22 Variation**

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

## **23 Waiver**

If either party at any time agrees to waive its rights under this agreement, then that waiver does not prevent the party insisting upon its rights at any other time.

**24 Severance**

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

**25 Legal Jurisdiction**

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

25.2 Each party agrees to abide by the exclusive jurisdiction of the courts of England and Wales over any claim arising from or in connection with this agreement.

Signed on behalf of the **CLIENT** .....  
DocuSigned by:  
*Mark White*  
45D1C163501A49E...

MARK WHITE

[Print name and position: .....]

Dated.....  
23/8/2022

Signed on behalf of the **MANAGER** .....  
DocuSigned by:  
*Ian Magenis*  
41552B3FCEE941E...

[Print name and position: **Ian Magenis, Company Partner**]

Dated.....  
23/8/2022

## **APPENDIX I**

### **FEE AGREEMENT**

- The Term of this Agreement is as set out in clause 1.7 above.
- The Management Fee, inclusive of VAT is payable for the services in Appendix II and is: £5602.00.
- The Management Fee is to be paid quarterly in advance.
- The Management Fee and any Additional Charges must be paid to the Manager in accordance with clauses 8 and 9 of the agreement.
- In the event of mobile phones being required for onsite staff, the Manager will place an appropriate contract. The Client will indemnify the Manager against any costs incurred in the event of this being terminated.

## APPENDIX II

## THE SERVICES

DESCRIPTION	FREQUENCY
Opening and handling bank accounts.	As Required
Preparing and sending out service charge estimates.	Yearly
Collecting service charges and reserve fund contributions including sending demands and associated summaries and any required statements.	As determined by the Lease
Processing payments relating to the Property within expenditure limits and funds available or as reasonable expediency shall dictate.	Every 2 weeks
Accounting for services charges.	Daily
Providing information to accountants prior to the preparation of annual service charge accounts.	Yearly
Using best endeavours to collect current and on-going routine service charge arrears but not action requiring legal work or tribunals.	In accordance with the Lease
Providing reasonable management information to the leaseholders.	As required
Liaising with the Client.	As required
Liaising with any recognised resident(s) association(s).	As required
Entering into and managing maintenance contracts on behalf of the Client.	To be reviewed annually/upon renewal
Preparing specifications and contracts for minor works and services such as cleaning, gardening, window cleaning and overseeing such works.	As required
Consultation with the Client on management matters (and qualifying works).	As they occur
Consultation with the Client on long-term agreements except for consultation on the appointment of a managing agent.	As required
Engaging and supervising on behalf of the Client site staff for the Property and dealing with all matters relating to their employment other than pension and Employment Tribunal matters.	As required
Dealing with day-to-day lessee issues and reporting to and taking instruction from the Client on lessees' dissatisfaction.	Day-to-day basis
Advising the Client on all relevant legislative and regulatory issues and general interpretation of leases.	As required
Attending meetings of directors.	2
Attending meetings outside of specified hours.	2
Visiting the Property.	4
Keeping records of residents and tenancy details where provided..	Ongoing
Advising and liaising with the Client on management policy.	As required

## APPENDIX III

## ADDITIONAL CHARGES

ADDITIONAL SERVICES	FREQUENCY	CHARGING BASIS where not included in the Services.
Any additional work entailed, where the information as listed in Appendix II is not forthcoming on the Takeover list.	As required	To be agreed in writing with the Client
Arranging buildings and other insurance and dealing with claims.	N/A	No charge
Providing copy documents including insurance policies, copies of invoices and receipts, for which there may be a charge.	To be agreed in writing with the Client	To be agreed in writing with the Client
Issuing demands for administration charges with associated summaries of rights.	N/A	No charge
The collection of arrears existing at the time of takeover (excluding RTM).	N/A	No charge
The provision of leaseholder welcome packs or handbooks.	N/A	No charge
Fees for specialist advice on assessment of major repairs and decoration or other issues.	As required	Fee due to the specialist once agreed in writing with the Client
Negotiating with local and statutory authorities regarding operation or amendment or improvements to communal services as necessary.	As required	To be agreed in writing with the Client
Preparing specifications, obtaining tenders and supervising major works.	As required	To be agreed in writing with the Client
Holding annual meetings with residents if required.	As required	To be agreed in writing with the Client
Offering any vacant property for let.	As required	To be agreed in writing with the Client
Advising and providing information on the transfer of leases.	N/A	No charge
Responding to pre-contract sales enquiries.	As required	FEE CHARGED TO VENDOR Apartment/Commercial Unit £270+VAT House £210+VAT
Advertising and recruiting site staff on behalf of the Client.	N/A	No charge
Dealing with any pension issues relating to site staff.	N/A	No charge
Subletting, changes of use and handling requests for any necessary approvals, lease extensions and variations.	As required	To be agreed in writing with the Client
Preparing replacement cost assessment for insurance valuation purposes on buildings and landlord contents.	As required	To be agreed in writing with the Client
Preparing schedules of dilapidation or condition in respect of individual dwellings.	As required	To be agreed in writing with the Client
Supplying additional copies of the accounts and other documents.	N/A	No charge
Dealing with requests for improvements or alterations by lessees and related party wall matters.	As required	To be agreed in writing with the Client

<b>ADDITIONAL SERVICES</b>	<b>FREQUENCY</b>	<b>CHARGING BASIS where not included in the Services.</b>
Legal recovery of unpaid service charges or ground rents or action for non-compliance with leases including instructing solicitors and preparing for and attending Court/Tribunal.	As required	To be agreed in writing with the Client
Carrying out appraisals of reserve funds including surveys of Property and reporting to Client.	N/A	No charge
Preparing and monitoring major building works not covered by annual contracts, dealing with section 20 consultations, including serving the required notices, instructing and liaising with specialist consultants, inspecting work in progress, and handling retentions.	As required	To be agreed in writing with the Client
Instructing Accountants to prepare statutory accounts for submission to Companies House excluding audit if required.	N/A	No charge
Company Secretarial Services: <ul style="list-style-type: none"> <li>• Acting as Company Secretary to the Client</li> <li>• Issuing membership or share certificates</li> <li>• Calling annual general or extraordinary meetings: prepare notices, attend and take minutes.</li> </ul>	N/A	No charge
Arranging venues for AGM's and GM's.	N/A	No charge
Filing statutory annual returns.	N/A	No charge
Providing any form of services to the Client over and above this Agreement in relation to the exercise by the lessees of Enfranchisement, the Right to Manage or as the result of the Appointment of a Manager by a Tribunal.	As required	To be agreed in writing with the Client
Any matters relating to rent reviews.	As required	To be agreed in writing with the Client
Answering lessee queries additional to those to be reasonably expected and where excess work arises due to this.	As required	To be agreed in writing with the Client
Providing detailed legal advice on any of the above.	As required	To be agreed in writing with the Client
Providing accommodation for meetings and inspection of documents and the facility to make photocopies.	As required	To be agreed in writing with the Client

## APPENDIX IV

## FIRE, HEALTH AND SAFETY

ADDITIONAL SERVICES	INCLUDED IN THE SERVICES OR ADDITIONAL CHARGE	FREQUENCY	CHARGING BASIS (where not included in the Services)
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to arrange a suitable and sufficient health and safety risk assessment in relation to the Property and the management of the Property.	No fee to engage with person or persons	Subject to Client agreement	Health & safety risk assessor price to be agreed in writing with the Client
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to arrange a suitable and sufficient fire risk assessment in relation to the Property and the management of the Property.	No fee to engage with person or persons	Annually unless any material changes occur interim	Fire safety risk assessor price to be agreed in writing with the Client
Implementing the arrangements that need to be taken for the effective planning, organisation, control, monitoring and review of the preventive and protective measures which have been identified in the health and safety risk assessment.	Dependent upon the scope of works required	As required	Dependent upon the scope of works required Appropriate surveyor/contractor cost, where applicable to be agreed in writing with the Client
Implementing the arrangements that need to be taken for the effective planning, organisation, control, monitoring and review of the preventive and protective measures which have been identified in the fire risk assessment.	Dependent upon the scope of works required	As required	Dependent upon the scope of works required Appropriate surveyor/contractor cost, where applicable to be agreed in writing with the Client

**APPENDIX V****THE TAKEOVER AND HANDOVER LISTS****25.3 The Takeover List**

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

Description	Timescale

**25.4 The Handover List**

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

Description	Timescale

**THE PROPERTY**

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

**INSURANCE**

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

**CONTRACTS AND CONTRACTORS**

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

#### **THE LEASEHOLDERS**

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

#### **LEGAL**

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

#### **ACCOUNTING INFORMATION**

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

#### **STAFF**

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

#### **MISCELLANEOUS**

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

#### **HEALTH AND SAFETY**

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

#### **COMPANY INFORMATION**

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

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

## APPENDIX VI

### PROCEDURES FOR HANDLING CLIENT COMPLAINTS

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please put it in writing, including as much detail as possible. We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Ombudsman to consider without our final viewpoint on the matter).

1. Ian Magenis has been appointed to deal with complaints and you should not hesitate to contact him if you are unhappy with the service provided by the practice. The contact details are as follows:-

**Ian Magenis MIRPM AssocRICS, Partner**

Scanlans Property Management LLP

3<sup>rd</sup> Floor Rear Suite, Boulton House, 17-21 Chorlton Street, Manchester, M1 3HY

Tel no: 0161 212 8310

Email: [ian.magenis@scanlans.com](mailto:ian.magenis@scanlans.com)

2. When your complaint is initially made, you will be requested to send a written summary of the complaint to Ian Magenis. If Ian Magenis is absent and unable to deal with your complaint within the time scale set out below, it will be referred to Tony Mancini whose contact details are as follows:-

**Tony Mancini BSc MRICS, Partner**

Scanlans Property Management LLP

3<sup>rd</sup> Floor Rear Suite, Boulton House, 17-21 Chorlton Street, Manchester, M1 3HY

Tel no: 0161 212 8320

Email: [tony.mancini@scanlanscs.com](mailto:tony.mancini@scanlanscs.com)

3. We will send you a letter acknowledging receipt of your complaint within three working days of receiving it, enclosing a copy of this procedure.
4. Within 15 working days of receipt of your summary, the person dealing with your complaint will write to you in order to inform you of the outcome of the investigation into your complaint and to let you know what actions have been or will be, taken.
5. If you are dissatisfied with the outcome of our investigation or any aspect of our handling of your complaint (Or more than 8 weeks has elapsed since the complaint was first made) or our proposal for dealing with this, we agree to the referral of your complaint as follows:-
6. If you are dissatisfied with the outcome of our investigation or any aspect of our handling of your complaint (Or more than 8 weeks has elapsed since the complaint was first made) or our proposal for dealing with this, we agree to the referral of your complaint as follows:-
  - (a) If you are a consumer client – your complaint can be referred to The Property Ombudsman without charge, whose contact details are as follows:

**The Property Ombudsman**

Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP [www.tpos.co.uk](http://www.tpos.co.uk)

Complaints Enquiries: 01722 333 306 Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

- (b) If you are a business client and we agree to referral of your complaint to the Neutral Evaluation Procedure for Surveying Disputes, operated by the Independent Dispute Resolution Service Limited, their contact details are:

**Neutral Evaluation Procedure for Surveying Disputes**

**IDRS Limited**

24 Angel Gate, City Road, London EC1V 2PT

Tel no: 020 7520 3800

Fax no. 0845 1308 117

Email: [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk)

From whom Scheme details may be obtained.

Please note the following:

You will need to submit your complaint to The Property Ombudsman within 12 months of receiving our final viewpoint letter, including any evidence to support your case.

The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before being submitted for an independent review.

**APPENDIX VII**

**Banking Arrangements**

As members of the RICS, we are required to advise you of the banking arrangements we operate on behalf of the above company. We confirm as follows.

The Account Name is:

**SCANLANS PROPERTY MANAGEMENT PROPERTY LLP CLIENT MONEY SERVICES – GOLDTHORN (WOLVERHAMPTON)  
MANAGEMENT CO LTD CLIENT**

Account Number:

**63170175**

Sort-Code:

**01-10-01**

Name and address of bank at which account is held

**NATIONAL WESTMINSTER BANK, 5<sup>th</sup> FLOOR, 1 SPINNINGFIELDS SQUARE, MANCHESTER, M3 3AP**

We confirm that the account is interest bearing and that all interest is credited to the benefit of your account. We would further confirm that this is a client account and not in any way associated with funds retained for and on behalf of Scanlans LLP

**APPENDIX VIII**

**Lease Compliance Procedure**

- Step 1** Take reasonable steps to monitor and record non-compliance with the lease covenants on an ongoing basis including recording site visit inspections.
  
- Step 2** On receiving a report or identifying non-compliance, take reasonable steps to check the reliability of the relevant facts and obtain evidence.
  
- Step 3**  
**BREACH**  
Bring any potential material breach to the client's attention and seek client instruction as to enforcement action having advised client of any known implications and if legal advice should be sought. Put account on temporary hold.  
  
**NO BREACH**  
No further action.
  
- Step 4** Seek confirmation client will be responsible for costs unless recoverable from the lessee.
  
- Step 5** Facilitate any action client has instructed.
  
- Step 6** Recover costs if applicable.

Take reasonable steps to monitor and record non-compliance with the lease covenants on an ongoing basis including recording site visit inspections

On receiving a report of non-compliance, take reasonable steps to check the reliability of the relevant facts and obtain evidence.

↓ <b>BREACH</b> Bring any potential material breach to the client's attention and seek client instruction as to enforcement action having advised client of any known implications and if legal advice should be sought. Put account on temporary hold.	↓ <b>NO BREACH</b> No further action
---	--

↓

Seek confirmation client will be responsible for costs unless recoverable from the lessee

↓

Facilitate any action client has instructed

↓

Recover costs if applicable