

**WALTON & ALLEN
PROPERTY MANAGEMENT LIMITED**

MANAGING AGENCY AGREEMENT ('the Agreement')

Between: **CLIENT NAME ('the Client')** of:

The Pavilion, 1 Lace Market Square, Nottingham, NG1 1PB

And **WALTON & ALLEN PROPERTY MANAGEMENT LIMITED ('the
Manager')** of:

3 Derby Road, Ripley, DE5 3EA

To Manage **PROPERTY ADDRESS ('the Property')**

Commencing 1st September 2018

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1. DEFINITIONS

- 1.1 **'Additional Charges'** are those charges made for the Additional Services set out in Schedule 2 details of which will be provided separately to the Client at the relevant time and which are not included in the Management Fee
- 1.2 **'Additional Services'** means the services set out in Schedule 2.
- 1.3 **'Agreement'** means the terms of this Agreement as set out and which complies with the RICS Service Charge Residential Management Code (3rd Edition, effective from 1 June 2016) (where appropriate).
- 1.4 **'Annual Service Charge Budget'** means the budget to be agreed between the Client and the Manager as provided by for clause 5.7
- 1.5 **'Client'** means the resident management company, right to manage company, freeholder, landlord or other party or body named on the front of this Agreement.
- 1.6 **'Handover Fee'** means the sum of £125 per hour + VAT.
- 1.7 **'Manager'** is Walton & Allen Property Management Limited.
- 1.8 **'Management Fee'** is the fee set out in clause 7.1 and relates solely to the Standard Services provided.
- 1.9 **'Parties'** means the Client and the Manager.
- 1.10 **'Pre-agreed Payment'** means all payments due under the Annual Service Charge Budget to include and without limitation payment of, utilities, professional fees, legal services and previously agreed maintenance contractors.
- 1.11 **'Property'** is the estate, scheme or development the Client is responsible for and is named on the front of this Agreement.
- 1.12 **'Review Date'** means the Review Date specified in clause 7.4.
- 1.13 **'Services'** means the Standard Services and Additional Services (if any) together
- 1.14 **'Standard Services'** means the services set out in Schedule 1.

- 1.15. **Term'** means a minimum period of one year less one day, the first day of which shall be the Commencement Date, and continuing until the Agreement is terminated in accordance with clause 11.

APPOINTMENT

- 2.1 The Client appoints the Manager to be its managing agent for the Property for the Term.
- 2.2 By this appointment the Manager shall be entitled to take such action as it considers reasonable and necessary in providing the Services for the proper management of the Property, including and without limitation:
- 2.2.1 Authority to enter into agreements with third parties which contractually bind the Client on all matters relating to the Services whether on a permanent, temporary or a one off emergency basis; and
 - 2.2.2 Instructing solicitors to issue and/or defend proceedings in the name of the Client and on the Client's behalf and where appropriate to disclose the identity of the Client to the freeholder and/or its agent(s).

3. SERVICES TO BE PROVIDED BY THE MANAGER

- 3.1. Subject to receipt of the Management Fee on the due dates (time to be of the essence) and there being sufficient funds in the Client Bank Account, the Manager will perform the Standard Services set out in Schedule 1 on the Client's behalf.
- 3.2. The Manager will upon receiving a written request from the Client provide any of the Additional Services set out in Schedule 2, the Additional Charges for which will be notified to the Client at the relevant time.
- 3.3. Any pre-agreed Additional Services referred to in this Agreement are not subject to the Manager receiving a written request from the Client.
- 3.4. The Client authorises the Manager to carry out the Services itself, or by appointing a sub-contractor on its behalf subject to the matters referred to in clause 6 below.

4. CONDUCT OF THE MANAGER

- 4.1. By reference to Schedules 3 and 4 the Client acknowledges that the Manager has provided, to the Client's satisfaction the following information:

- 4.1.1 The Manager's complaints handling procedure;
 - 4.1.2 Details of those Additional Services that may be payable by the Client if not recovered and/or recoverable from the leaseholder(s) within the Development;
 - 4.1.3 Details of any Ombudsman scheme to which the Manager belongs; and
 - 4.1.4 Details of public liability and professional indemnity policies which the Manager has obtained.
- 4.2. The Manager will use its reasonable endeavours to comply with the terms of the leases and/or transfer documents relating to the Property as well as the Memorandum & Articles of Association of the Client if applicable, copies of which the Client will make available to the Manager upon request or are obtained by the Manager at the Client's cost. The Client is responsible to inform the Manager should any of the said documents be varied and/or substituted.
- 4.3. The Manager must maintain professional indemnity insurance and maintain it during the Term.

5. **CONDUCT OF THE CLIENT**

- 5.1. Within 4 weeks of the completion of this Agreement the Client is responsible for ensuring the handover of sufficient information and records to the Manager to enable it to fully and properly carry out the Services including (and without limitation) providing a list of personnel who are authorised by the Client to give instructions (as required under the terms of this Agreement) to the Manager and/or to make decisions on the part of the Client either on an individual and/or collective basis. In the event that it is on a collective basis to provide the details of at least 2 other individuals who may be contacted on an emergency basis only should any of the named personnel on the original list not be available.
- 5.2. Until the information required in clause 5.1 is provided the parties acknowledge that the Manager may be unable to perform and carry out the Services in accordance with the terms of this Agreement. In such circumstances the Client acknowledges that the Manager is not liable for any breaches arising therefrom and that it remains liable for the Management Fee payable under the terms of this Agreement.

- 5.3. The Client must not issue any instructions to the Manager that would place the Manager in breach of the terms of the leases, relevant legislation/laws, the Royal Institution of Chartered Surveyors (RICS) Service Charge Residential Management Code or any regulations relating to the management of the Property (as amended and/or superseded from time to time as are applicable). The Manager will use its reasonable endeavours to ensure it provides guidance to the Client so as to avoid any risks of a breach occurring.
- 5.4. The Client must act in a manner that ensures there is no unlawful discrimination in the provision of the Services including and without limitation, the employment of any staff or contractors.
- 5.5. The Client (where applicable) must hold an appropriate level of Directors and Officers Insurance with a reputable provider. This policy must also include entity defence for the Client. A copy of this insurance policy must be provided to the Manager upon request.
- 5.6. Subject to the provisions of clause 11, the Client through the authorised personnel referred to in clause 5.1 above shall communicate written instructions and/or decisions on behalf of the Client in relation to the Services provided by this Agreement through the Manager's designated property manager.
- 5.7. The Client undertakes to agree with the Manager within 4 weeks of presentation by the Manager the Annual Service Charge Budget. The Client acknowledges that the Annual Service Charge Budget is an estimate. In the event that the Client fails to do so the Manager may at its sole discretion proceed to implement the Annual Service Charge Budget as though it were approved by the Client.

6. INSURANCE COVER

- 6.1. In the case of sub-contractors, in the event of the Manager requesting full disclosure of the sub-contractor's insurance cover, the Manager is entitled to rely upon the disclosure given and/or representations made by the sub-contractor in relation thereto and is under no obligation to make its own separate enquiries as to whether the level of insurance cover and/or the risks insured are sufficient and/or appropriate.
- 6.2. In effecting any insurance policy in relation to the Property on behalf of the Client, where appropriate the Client will be responsible for providing up to date valuations and the Manager is entitled to rely upon the same in effecting the relevant policy(s). The Manager

will not be responsible for advising the Client as to the appropriate level of insurance cover that ought to be taken out and/or the level of risk which the Client ought to insure against. In relying upon the information given the Manager shall not be liable to the Client for any invalidity of that policy where such policy is invalidated by an error in fact relied upon by the Manager in placing the insurance.

6.3. In the event that the Client fails to provide an up to date valuation the Manager is to rely upon the most current valuation in its possession

6.4. For the avoidance of doubt, any insurance premium payable by the Manager in effecting the insurance policy (irrespective of whether it forms part of the Annual Service Charge Budget) is also classed as a Pre-agreed Payment (whatever sum that may be)

7. MANAGEMENT FEES AND ADDITIONAL CHARGES

7.1. The Management Fee is payable for the Standard Services listed in Schedule 1 and for the first 12 months (less one day) of the contract is £ + VAT (total sum of £).

7.2. Additional Charges are payable for any Additional Services requested in writing by the Client. Those Additional Services are set out in Schedule 2 and include Additional Charges that are recoverable from the individual leaseholders and in relation to which the Client will indemnify the Manager should the individual leaseholders concerned fail to make payment.

7.3. The Management Fee is to be paid in advance. Any Additional Charges and pre-agreed Additional Charges incurred will be charged as and when they fall due for payment.

7.4. The Review Date for the Management Fee and Additional Charges is each anniversary of the commencement date of this Agreement or otherwise to be negotiated by the Parties.

7.5. The Management Fee and the Additional Charges will increase in line with the highest of (1) Government published Retail Price Index or (2) Government published increase in salaries report on each anniversary of this Agreement but shall be no less than the existing Management Fee and Additional Charges set out in this Agreement.

7.6. The fees and charges payable by the Client to the Manager are payable without any right of set off or deduction against any other account of the Client.

7.7. The Client authorises the Manager to deduct at the relevant times (as and when applicable) the following sums from the Client's designated bank account:

- 7.7.1. Management Fee;
- 7.7.2. Any pre-agreed/approved Additional Charges;
- 7.7.3. Any Pre-agreed Payment;
- 7.7.4. Approved Annual Service Charge Budget items as provided for by clause 5.7;
- 7.7.5. The Handover Fee (as and when applicable); and
- 7.7.6. Any other monies due to the Manager arising from or in connection with this Agreement.

8. HANDLING CLIENT MONEY

- 8.1. The Manager will open and retain a designated client bank account(s) in the Client's name for the receipt of all money due to the Client and the payment of expenses relating to the Property. All such monies shall be held in trust and in accordance with statutory and RICS regulations and guidance and for the benefit of the Client. An additional designated bank account will also be opened for the holding of any reserve fund monies. Any interest received on this money will be for the sole benefit of the Client.
- 8.2. In addition to the deductions authorised in clause 7.7 above, the Client authorises the Manager to make payments in the ordinary course of providing the Services and in accordance with the terms of the Agreement from the designated client bank account(s) held for the Property including and without limitation the setting up of direct debits and standing orders.
- 8.3. In relation to these other payments referred to in clause 8.2 above which are not authorised payments then save in the case of an emergency (as determined by the Manager and in relation to which there is no cost limit provided that cost has been reasonable incurred in all the circumstances), the Client initially authorises the Manager to make payments up to the value of £5,000 without their consent.

9. LIABILITY

- 9.1. The Client indemnifies the Manager against any and all claims made against the Manager by another party for any loss, injury, damage or legal or other expenses and all costs, expenses

and liabilities (including legal costs) properly and reasonably incurred in performing the Services under this Agreement.

- 9.2. The Manager shall not be liable for any loss, injury, damage or legal or other expenses or any consequential loss, injury, damage or legal or other expenses reasonably sustained in carrying out the services, in particular but not limited to the Manager relying on information or services provided by the Client or third parties, any defects whether apparent or otherwise in the property, plant or equipment or any inaccurate forecasts unless such claims are manifestly as a result of the Manager's negligence.

10. STAFF

- 10.1 The Manager shall where appropriate engage on behalf of the Client an adequate number of competent and suitably qualified, experienced, trustworthy and reliable staff who are legally entitled to work in the UK to meet the obligations of this Agreement.
- 10.2 The Manager shall be entitled to reimbursement from the service charge funds (in accordance with the terms of the relevant lease) of the salaries, wages and costs incurred in the employ of the staff referred to in clause 10.1 above.
- 10.3 On termination of this Agreement, for whatever reason, the Client shall indemnify the Manager against any and all losses, damages, liabilities and costs (including reasonable legal fees and expenses) resulting from any claim made by any member of staff referred in clause 10.1 above in connection with any matter in respect of their employment or engagement, dismissal, redundancy or transfer.
- 10.4 The Client shall indemnify the Manager against any and all losses, damages, liabilities and costs (including reasonable legal fees and expenses) resulting from any claim made by any member of staff referred in clause 10.1 above in connection with any act or omission of the Client or any of the Client's officers, employees, contractors or agents.
- 10.5 The Client shall not (except with the prior written consent of the Manager) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the Manager any person employed or engaged by the Manager in the provision of the Services during the Term or for a further period of 12 months after the termination of this Agreement.

10.6 If, subsequent to the commencement of this Agreement, the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of this Agreement, or part, or otherwise) resulting in a transfer of the Services in whole or in part to a new managing agent ('Service Transfer'), the Client will require (and will make reasonable endeavours to ensure) that the new managing agent (or they themselves where they take the Services or part of them in-house) complies with all relevant provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) and all other applicable statutory and common law obligations in respect of the Service Transfer.

11. TERMINATION OF THIS AGREEMENT

11.1. This Agreement may be terminated at any time by the mutual consent of the Parties.

11.2 The Client may terminate this Agreement by giving the Manger no less than six months' written notice, such notice shall expire either on the day before the first anniversary of the Commencement Date or on any subsequent anniversary of the Commencement Date.

11.3 The Manager may terminate this Agreement by giving the Client at any time no less than three months' written notice.

11.4. The Client may end this agreement at any time if:

11.4.1. The Manager is in breach of this Agreement and the Client has notified the Manager of the breach and the breach has continued for 30 days after that notice,
or

11.4.2. A receiver is appointed to the Manager, or a petition for its winding up is received,
or the Manager has resolved to go into liquidation.

11.5. The Manager may end this Agreement at any time if:

11.5.1. The Client fails to pay the Management Fee or any Additional Charges owing to the Manager within one calendar month of notice of the fee and charges being overdue (unless they are disputed) or

11.5.2. The Client acts in a way that unreasonably prevents the Manager from performing its services under this Agreement and the Client has been notified.

- 11.6 Upon the termination of this Agreement, for whatever reason, the Client agrees to pay to the Manager the Handover Fee.
- 11.7 Any notice served pursuant to clauses 11.2, 11.3, 11.4 and 11.5 of this Agreement shall be in writing and shall be duly given if sent by recorded delivery post or (outside the UK) by airmail to the other Party at its address specified at the front of this Agreement or at such the other address as it may have notified for the purpose to the other Party.
- 11.8 In the interests of protecting the environment it is agreed between the parties that in relation to all other notices and/or requests given under this Agreement such notices/requests shall be effectively served if in writing and sent by email to the other Party.
- 11.9 It is agreed between the parties that notwithstanding the termination of this Agreement the Manager retains the right, as agent for the Client, to take legal action to recover any unpaid service charges and/or administration fees due and owing from the leaseholders of the Property and that remain payable to the Manager as a consequence of Services provided under this Agreement. For the avoidance of doubt, the Manager has the full authority of the Client to demand (if need be) and/or commence and proceed with proceedings in the name of the Client for such arrears and shall account to the Client for all sums recovered (after deduction of any monies payable to the Manager).

12. **DISPUTE RESOLUTION**

- 12.1. If any dispute arises out of 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.
- 12.2. If the Parties are unable to settle any dispute by negotiation within 28 days from when the dispute was first notified to the other Party (or sooner if the Parties agree), either Party may refer the dispute to the Manager's Ombudsman scheme.

13. **COMPLAINTS PROCEDURE**

In the event that the Client is dissatisfied with any of the Services provided by the Manager under the terms of this Agreement the Client is referred to the Manager's Complaints Handling Procedure which is annexed at Schedule 3.

14. **FORCE MAJEURE**

If either Party is prevented from the performance of its obligations as a result of a Force Majeure event for a continuous period in excess of two months then the other Party shall have the right, but is not obliged, to terminate this Agreement with immediate effect by way of written notice to the other Party.

15. **OTHER RIGHTS**

Each Party represents and warrants to the other that it is entitled to enter into and perform its obligations under this Agreement.

16. **WAIVER**

No failure to delay by either Party in exercising any of its rights under these conditions shall be deemed a waiver of that right and no waiver by either Party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any provision.

17. **PROPERTY LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English courts in respect of any matter or dispute arising in connection with it.

18. **CONFIDENTIALITY**

Neither the Manager nor the Client shall disclose any information relating to the Management of the Property or to this Agreement to any third party, unless required to do so by a court of competent jurisdiction or by a Governmental or regulatory authority or where subject to a valid and existing legal right, duty or requirement to do so. The restrictions in this clause shall survive the termination of this Agreement.

19. **DATA PROTECTION**

The Manager confirms its registration under the Data Protection Act and its compliance therewith in so far as the same relates to the provisions and obligations of this Agreement.

20. **SEVERANCE**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

21. **ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties relating to the subject matter of this Agreement. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent by law.

22. **NO PARTNERSHIP**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

23. **ASSIGNMENT**

This Agreement may only be assigned by either Party with the written permission, in advance, of the other Party, such permission not to be unreasonably withheld save that written permission is not required in the case of the assignment of the Agreement to an associated company of the Manager.

24. **THIRD PARTIES**

A person who is not a Party to this Agreement has no rights under or in connection with it.

Signed on behalf of the Client

Signed on behalf of the Manager

Print Name

Print Name

Signature

Signature

Dated

Dated

SCHEDULE 1 – SERVICES PROVIDED FOR THE MANAGEMENT FEE

	Details	Frequency
Financial		
1.	Assessing the level of annual service charges	Once p.a.
2.	Providing background details and financial information to enable the service charge to be agreed with the Client	Once p.a.
3.	Issuing service charge notifications to leaseholders along with any required statements or summaries of rights	As per lease
4.	Answering leaseholders' queries on service charge and arrears	Ad hoc
5.	Advising leaseholders of their liability for payment under the terms of their lease	Ad hoc
6.	Collecting service charges and making payment arrangements with individual leaseholders where authorised to do so by the Client	As per lease
7.	Pursuing unpaid service charges subject to the procedure outlined in Schedule 4	Ad hoc
8.	Instructing Debt Collectors or Solicitors in respect of unpaid charges. Charges for debt collection are likely to apply separately to the debtor.	As per lease
9.	Opening and administering bank accounts held and administered by the Manager.	On instruction
10.	Recording payments received	Ad hoc
11.	Controlling the payment of invoices	Ad hoc
12.	Maintaining all financial records	Ad hoc
13.	Providing financial reports to the Client as required and agreed	Ad hoc
Correspondence		
14.	Correspondence with the Client including regular updates and reports as agreed	Ad hoc
15.	Responding to any reasonable enquiries made by lessees and/or residents or their agents and where necessary taking Client's instruction	Ad hoc
16.	Liaising with the developer as appropriate	Ad hoc
17.	Liaising with maintenance contractors	Ad hoc

18.	Writing to adjacent property owners where trespassers, nuisance or other problems are occurring from neighbouring dwellings	Ad hoc
19.	Writing to local Estate Agents in respect of unauthorised 'For Sale' or 'To Let' boards	Ad hoc
20.	Ensure all information is held and handled in accordance with the Data Protection Act	Ad hoc
21.	Liaising with any recognised Residents' Association	Ad hoc
22.	Maintaining files and records on the management of the Property	Ad hoc
23.	Keeping up to date records of leaseholders and any tenancies where provided	Ad hoc
Site Inspections		
24.	Detailed inspections by your dedicated Property Manager as required and agreed with the Client	Once pcm
25.	Inspections without the use of equipment to identify all obviously necessary works of repair and maintenance	Once p.a.
Meetings		
26.	Meetings with the Client on a regular basis as required and agreed with the Client	As reasonably agreed
27.	Specific Budget Meetings annually to discuss and agree the following year's budget if required	Once p.a.
28.	Arranging and facilitating accommodation for meetings	Ad hoc
29.	Preparing meetings notes and taking action on matters arising	Ad hoc
30.	Circulating notes of meetings held with the Client	Ad hoc
31.	Meetings with residents and leaseholders	Once p.a. if required
32.	Meetings with contractors	Ad hoc
Contractors and Services		
33.	Supervising site staff on behalf of and as agreed with the Client	Ad hoc
34.	Appointing and overseeing cyclical service providers, for example but not limited to, landscapers, cleaners, window cleaners etc.	Ad hoc
35.	Appointing and overseeing contractors for ad hoc maintenance works as required	Ad hoc

36.	Appointing and overseeing specialist contractors for items such as lift maintenance, plant and machinery, electrical equipment etc.	Ad hoc
37.	Liaising with the Client to agree the specifications required of contractors for minor works and services and ensuring the contractors adhere to those specifications	Ad hoc
38.	Checking as appropriate that each contractor meets the standards of the Managers accreditation requirements	Ad hoc
39.	Obtaining quotations for items of repair	Ad hoc
40.	Organising reactive repairs	Ad hoc
41.	Arranging provision of additional items (signs, lights etc.)	Ad hoc
42.	Arrange and instruct such periodic Health and Safety, Fire Risk, Asbestos or other Risk Assessments as are reasonably considered necessary or are required by current legislation	As required
43.	Arrange and administer contracts for the supply of utility services	Once p.a.
44.	Overseeing safe working practices	As required
45.	Liaising with new service providers and making recommendations to the Client	Ad hoc
46.	Arranging a 24 hour telephone building emergency service for the common parts	As required
Insurance		
47.	Arranging Building and/or Public Liability Insurance	Once p.a.
48.	Arranging any engineering or specialist cover required	Once p.a.
49.	Arranging Directors' & Officers' insurance	Once p.a.
50.	Initiating insurance claims for the communal parts	Ad hoc
51.	Monitoring works carried out under a claim – insurer to pay the fees	Ad hoc
52.	Providing copy documentation to residents, solicitors etc.	Ad hoc
53.	Liaising with the Police where appropriate	Ad hoc
54.	Administering claims subject to the Client consenting to the Agent receiving fees for doing so from the broker	Ad hoc
Legal (only to include basic advice – specialists legal advice to be provided by third parties at extra cost)		
55.	Advising on legislative requirements	Ad hoc

56.	Advising on and interpretation of the contents of leases	Ad hoc
57.	Advising the Client on the extent of its authority and liabilities and on management policies	Ad hoc
58.	Liaising with the Client where the terms of the lease are not being adhered to by individual residents and advising on appropriate options	Ad hoc
59.	Advising leaseholders regarding any breach of the lease they may be involved in or which may be a consequence of actions they are contemplating	Ad hoc
60.	Assisting with enforcement of the terms of the lease	Ad hoc
61.	Advising the Client on options regarding freehold purchases or sales	Ad hoc
62.	Advising the Client regarding the Right to Manage	Ad hoc
63.	Advising the Client regarding the Right to Enfranchisement	Ad hoc

SCHEDULE 2 – ADDITIONAL SERVICES – SERVICES WHICH WILL INCUR ADDITIONAL CHARGES

	Details	Additional Cost (exc VAT)	Required?
1.	Personnel Rates - Administrator	£50 per hour	As required
2.	Personnel Rates - Credit Control	£75 per hour	As required
3.	Personnel Rates - Property Manager	£100 per hour	As required
4.	Personnel Rates - Middle Manager	£125 per hour	As required
5.	Personnel Rates - Senior Manager	£150 per hour	As required
6.	Personnel Rates - Junior Director	£250 per hour	As required
7.	Personnel Rates - Senior Director	£400 per hour	As required
8.	Personnel Rates - Managing Director	£500 per hour	As required
9.	Personnel Rates - Accounts	£100 per hour	As required
10.	Items 1-9 charged at 50% uplift if out of office hours		As required
11.	Refunds of incorrect payments	£25 each	As required
12.	Section 20 – Consultation notice process	£1,200 plus £50 per unit	As required
13.	Section 20 – Additional meetings/correspondence	As items 1-9 above	As required
14.	Section 20 – Pre-commencement specification	As items 16-21	As required
15.	Section 20 – Other	£TBA per hour	As required
16.	Construction Manager	£TBA at current rates	As required
17.	Quantity Surveyor/Estimator	£TBA at current rates	As required
18.	Architect	£TBA at current rates	As required
19.	Engineer	£TBA at current rates	As required
20.	Other Professionals	£TBA at current rates	As required

21.	W&A Personnel Rates	As items 1-9 above	As required
22.	Section 20 – Works Management	10-15% of contract value	As required
23.	General Works – Small Works Tender Specification	£250 & as items 1-9 above	As required
24.	General Works – Large Works Tender Specification	£500 & as items 1-9 above	As required
25.	Insurance - Building Warranty Claims	As items 1-9 above	As required
26.	Additional EGM (office hours)	As items 1-9 above	As required
27.	Additional EGM (out of office hours)	As items 1-9 above plus 50%	As required
28.	Additional Directors Meeting (office hours)	As items 1-9 above	As required
29.	Additional Directors Meeting (out of office hours)	As items 1-9 above plus 50%	As required
30.	Taking & Preparing Meeting Minutes	As items 1-9 above	As required
31.	Travel Expenses	45 pence per mile	As required
32.	Out of Pocket Expenses	£cost	As required
33.	Disbursements	£cost	As required
34.	Caretaking	£25 per hour	As required
35.	Tribunal/Court Proceedings	£600 min fee plus items 1-9 above	As required
36.	Lease & Legislation Investigation	As items 1-9 above	As required
37.	Company Secretarial Services – to include but not be limited to acting as Company Secretary to the Client, advising on Company Law, arranging Annual General Meetings and Extraordinary General Meetings including preparation and distribution of papers, Chairing Annual General Meetings and Extraordinary General Meetings	£250 p.a. (1-49 units) £500 p.a. (50+ units)	As required

	(where required), preparation and circulation of minutes, helping to ensure the continuity and viability of Management Companies by seeking the appointment of new Directors when others resign, issuing share certificates and maintaining company records		
38.	Accountancy Services – to include the preparation of statutory accounts/service charge certificate for each accounting period or part period and liaising with the client and the independent accountants required by statute to certify the accounts until they are signed off and filed	£TBA	As required
39.	HR Services – providing a HR advisory service as agreed with the client which could include but not be limited to advising on statutory matters relating to the employment of staff, Contracts of Employment, grievances, disciplinary matters, sickness and performance matters.	£TBA	As required
40.	Collecting and passing on Ground Rents for which the Manager will retain 10% of all monies collected	10% of rent collected	As required
41.	Preparing specifications, obtaining tenders and administering and coordinating works in conjunction with statutory consultation procedures or works of a one off nature	£TBA	As required
42.	Carrying out any Planned Preventive Maintenance, Health & Safety, Fire Risk or other Assessment or reviews of Assessments where competent to do so	£TBA	As required
43.	Periodic valuation of re-building costs to be arranged for the sums insured	£200	As required
44.	Preparing for and attendance at Tribunal or Court proceedings on the Client's behalf	£TBA	As required
45.	Considering applications for alterations or improvements on behalf of the Client	£TBA	As required
46.	Advising on and dealing with assignments of leases or subletting	£TBA	As required
47.	Arranging an out of hours/24 hour telephone service for building emergencies	£TBA	As required
48.	On the instruction of the Client, instructing and liaising with solicitors to act on the Client's behalf in order to enforce or defend any rights or obligations owed by or to the Clients	£TBA	As required

Separate services where fees are likely to be incurred by individual leaseholders			
49.	Debt collection fees subject to procedure outlined in Schedule 4. Assisting third party solicitors.	£TBA	As required
50.	Dealing with requests for information relating to pre-contract sales enquiries	£250	As required
51.	Granting permissions, registering interests or giving Notices if required under leases	£TBA	As required
52.	Sending late payment reminders/chaser letters to lessees where sums due under leases remain unpaid subject to procedure outlined in Schedule 4	£125	As required

Additional services may be charged at a fixed price per service, may be based on a sliding scale, may be on a percentage basis or may be charged at an hourly rate appropriate to the staff involved, depending on the service, details of which are available upon request. All fees in exclude VAT.

Walton & Allen Complaints Procedure

Stage One – Your Current Point of Contact

We receive very few complaints, however we understand that sometimes things don't go exactly to plan and occasionally go wrong. If this occurs, we encourage you to try and resolve the situation with the member of our team you have been dealing with.

Stage Two – Manager

If we are unable to resolve the situation at Stage 1, you may refer the case to the appropriate Manager responsible for the branch/department in question. Where necessary, if the situation remains unresolved, we recommend that the issue is raised within one month of completing Stage 1.

The person you have dealt with will provide you with the Manager's name and contact details. Alternatively you may write to info@waltonandallen.co.uk. We will acknowledge the escalation within three working days of receipt and work with you to try and resolve any issues raised as promptly as possible. A written response to summarise any investigations and steps taken will be sent within fifteen working days.

Stage Three – Departmental Director

If you still remain dissatisfied and wish to further escalate your complaint, you may then write to the Departmental Director at the following address:

Walton & Allen
The Pavilion
1 Lace Market Square
Lace Market
Nottingham
NG1 1PB
info@waltonandallen.co.uk
Tel: 0115 924 3304

The Departmental Director will acknowledge your complaint within three working days and will undertake a full review of your complaint, including how it has been handled to date, which may include further investigations into the background of your concerns. Within fifteen working days from receipt of your letter, the Departmental Director will detail their findings and recommendations in a written response to confirm our 'viewpoint' on the matter.

Stage Four – Shareholders/Departmental Directors Review

If you are still not satisfied with the 'viewpoint' in stage 3 then the shareholders and the Directors will hold a formal meeting, consider the facts and issue a 'final viewpoint'.

Stage Five – The Property Redress Scheme

After you have received our final viewpoint letter, if you are not satisfied with the proposed resolution, you may approach The Property Redress Scheme. Details of how to do this can be found at www.theprs.co.uk.

Please note that if you do wish to contact The PRS, you must do so within six months of the date of the final viewpoint letter. It is also important to note that The Property Redress Scheme will not consider your complaint until our internal complaints procedure has been exhausted.

SCHEDULE 4 – ARREARS RECOVERY PROCEDURE

The following procedure is handed to any leaseholder at the time of escalation

Service Charge Arrears (unpaid) Escalation Procedure

When you sign a lease agreement you contract with the Management Company/Right to Manage Company/Freeholder to contribute towards the up keep of the communal areas.

We appreciate this can sometimes be costly and not every decision made by our Client meets your individual needs. However, being part of a community means **you must** still pay your service charges to keep up the standard of the building.

Independent financial advice and support

We appreciate there can be times when we all need help and support. If you are having difficulties paying your service charges or need some help sourcing advice on benefits or any other support available to you, we recommend you contact the Citizens Advice which can signpost you to further independent and not for profit advice agencies. Alternatively you can seek independent financial or legal advice.

Issues with the amount you've been asked to pay or the service received (disputes must be received in writing prior to the due date outlined on the invoice)

If you are unhappy with the amount you have been asked to pay or the service you have received then you **must** raise a dispute in writing to Walton and Allen. As your service charge demands are sent out in advance of the due date then **we must have received your dispute prior or on this due date.**

This dispute must be raised via email to blockmanagement@waltonandallen.co.uk or in writing to our office address below.

Walton and Allen will then endeavour to resolve that dispute on behalf of our Client from which we take instructions from in the management of the building.

If you believe we have not answered your issues appropriately you can raise a complaint through Walton and Allen's complaint procedure which can be provided upon request.

Please note, if you activate our complaints procedure this will be dealt with separately to your service charge arrears payment and will not be a reason to withhold your service charges. Therefore, your service charge will remain due in full.

If you still choose to continue to not pay, unfortunately we will have to commence the Arrears Escalation Process outlined in this document.

A summary of your rights and obligations is always included within your service charge demand. If you require further copies we can provide these upon request.

Service Charge Arrears Escalation Procedure

We would always ask that if you do have problems with paying, issues that need clarifying or any other barriers restricting you from paying your service charges that you contact Walton and Allen in good time before the demand is due.

If there is a reason that you choose to ignore the above and you still choose to not pay your service charges then we will have no other option than to carry out our service charge Arrears (unpaid) Escalation Process. This is highlighted below:

- **Stage 1 – 14 day first and final reminder** – You will receive this if the service charge has not been paid in full by the due date. This letter will outline that if you still do not pay in full within a further 7 days then your file will be sent to a third party solicitor

- **Stage 2 - Arrears passed to third party solicitors (21 days)** – It is unlikely that you will get to this point but if you do your file will be passed to a third party solicitor. This will lead to you only being able to correspond with the third party solicitor regarding the arrears dispute and lead to you incurring further legal costs. You will incur a £150 inc. VAT late payment administration fee which will be placed on your service charge account. The third party solicitor is likely to charge you from this stage.

Please note once your service charge arrears have been passed to a third party solicitor Walton and Allen will not be able to discuss this issue with you. All issues must be dealt with directly with the third party solicitor whose contact details will be outlined on their correspondence.

Walton and Allen contact details:

Walton and Allen Property Management Ltd
The Pavilion
1 Lace Market Square
Nottingham
NG1 1PB

Email: blockmanagement@waltonandallen.co.uk
Telephone: 0115 924 3304