

BLOCK MANAGEMENT AGREEMENT

THIS AGREEMENT is made the

F & F Homes Limited

(hereinafter called “the **Owner**”) of the one part of **The Breeze, 380 Sea Front, Hayling Island PO11 0FL in the County of Hampshire.**

Appoints the managing agent **Breeze Management Limited – Company Number 14025215**

WHEREAS The Owner is the Owner of the Property specified in the First Schedule hereto (hereinafter called “the **Property**”) and has agreed to appoint the Agent as Managing Agent thereof on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGEED as follows:

1. The Owner appoints the Agent to be his agent for the management of the Property and the Agent accepts such appointment.
 2. Subject to the provisions of clause 9 hereof the Agent appointment hereunder shall be for the initial period of one year from the date hereof and shall continue thereafter until determined by either party by not less than six months notice in writing to the other to expire on any anniversary hereof.
 3. Liaising with the Management Company, directors and appointed accountants for the preparation of accounts and ensuring Companies House requirements are met. Where major projects need to be undertaken we arrange for general meetings to be convened inviting all owners so that full consultation is available. Convening an annual General Meeting with all owners invited where they have an opportunity to review the overall direction of the Management Company and raise any issues for discussion.
 4. The owner authorises the Agent to act for him in his names on his behalf and at his expense:-
 - I. Prepare statements, demand, collect, receive and give receipts for rent service charges and other payments at any time due to the Owner in respect of the property or any part thereof.
 - II. To take legal proceedings to recover any sums due or for the possession of the property or any part thereof and to enter and distrain for rent and to act on the Owners behalf and **in his name** and to instruct solicitors or himself to represent the Owner in any proceedings or at any hearing of any court rent tribunal rent assessment panel or other court tribunal.
 - III. To serve or to instruct solicitors to serve notices operating rent review clauses or to determine any leases or tenancies of the Property or any part thereof.
 - IV. To employ or engage pay and supervise all persons necessary in the Agent’s opinion to be employed in the management of the Property such persons to be the Owner’s and not the Agent’s employees and to pay all National Health Insurance’s, taxes, pension fund payments, compensation, redundancy.
 - V. Any other payments and taxes or assessments required in connection with the employment of such persons and to discharge or remove any such persons and appoint another or others.
- Section 5 continued;
- VI. To pay all taxes, rents, rates, electricity, gas and other charges, insurance premiums, expenses and outgoings payable by the Owner in respect of the property and to make any payments necessary in the management of the Property.

VII. To arrange for the carrying out of such works as may be necessary for the maintenance, decoration and repair of the property or any part or parts thereof as may be in want of maintenance, decoration and repair and to arrange for the maintenance repairs and servicing of any plant machinery apparatus or service in or to the Property or any part thereof.

VIII. To maintain any grounds or amenity areas of the Property in a neat and tidy condition, appoint a landscaping contractor competent in Sustainable Drainage Systems as per the planning consent

IX. As often as may be required to arrange for the valuation of the Property or any part thereof for insurance purposes.

X. To arrange and maintain such insurance of the Property as may be required by the Owner or which may in the opinion of the Agent be reasonably required and through such agency as may be directed by the Owner.

XI. To Pay all premiums and other sums due in respect of such policies of insurance as aforesaid.

XII. To negotiate rent reviews, lease renewals and the letting of any part of the property which is or may become vacant.

XIII. To consider all applications from Tenants for any consents required under lease or tenancy of the property or any part thereof and in all proper cases to grant consents thereto on behalf of the Owner.

XIV. To agree on behalf of the Owner to the variation of the terms of any lease or tenancy.

XV. To carry out inspections and to take such steps on behalf of the Owner as may be required to ensure compliance with the provisions of any lease or tenancy.

XVI. To enter into any agreements necessary with any cleaning and security services, engineers, contractors or other specialist firms for the provision of services and facilities to the Property or any part thereof including further maintenance servicing and renewal of plant and the maintenance of grounds and amenity areas.

XVII. To assess and negotiate dilapidation claims.

6. The Owner agrees throughout the term of the appointment: -

I. To ratify all acts deeds and things properly done by the Agent in connection with the management of the Property.

II. To reimburse the Agent all expenses properly incurred in the management of the Property. (If same should not be paid by the lessees).

III. To pay the Agent: - If not paid by the lessees fees and expenses as detailed hereunder.

a) Fees computed as set out in the Second Schedule hereto.

b) All travelling and out of pocket expenses in respect of non routine matters and all expenditure on advertising the Property incurred by the Agent.

c) Value added Tax chargeable on such fee's expenses and expenditure as aforesaid.

IV. To pay all moneys due to the Agent promptly and to suffer deduction of same from moneys held by the Agent on behalf of the Owner.

- V. To indemnify and keep indemnified the Agent from and against any and all loss, damage or liability (including legal fees and costs incurred) suffered by the Agent in the course of conducting the management of the Property and resulting from:-
- a) Any act or default of the Owner of its agents (other than Ensign Management Ltd) employees, licensees or customers.
 - b) Any successful claim by any third party arising from the management of the Property provided that such liability has not been incurred by any default by the Agent in carrying out the terms of this agreement.

7. The Agent agrees throughout the terms:-

- I. To manage the property on behalf of the Owner and to use his best endeavours to protect and promote the interests of the Owner.
 - II. To conduct the management in an orderly and business like manner.
 - III. To comply with the directions and instructions of the Owner and in the absence of such directions or instructions on any particular matter to act in such a manner as the Agent may consider most beneficial to the interest of the Owner.
 - IV. To maintain such accounts and other records relating to transactions concerning the management of the Property as may be required by the Owner and in the absence of any specific requirements:-
 - a) To keep properly written up accounts.
 - b) To Submit to the Owner within 60 days of the dates in each year specified in the lease a statement setting out full particulars of all financial transactions relating to the management of the Property since (as the case may be) the date of this agreement or the date of the last such statement and with such statement to pay to the Owner the sum due to it thereon.
 - c) To permit the Owner or its auditor or accountant to inspect and take copies of all accounts, receipts, invoices, records and other documents relating to the property and its management.
 - V. To pay all moneys due or payable to the Owner and received by the Agent in respect of the property into a bank account in the Agent's name specifically designated for the purposes of Clients of the Agent and into which personal moneys of the Agent shall not be paid and from which all payments authorised to be made by the Agent (including fees and other moneys due to the Agent) shall be paid.
- 8.
- I. The Agent shall not describe himself as agent or representative of the Owner save in respect of transactions authorised by this agreement.
 - II The Agent shall not at any time during or after the Term of this agreement divulge or permit to be divulged save as may be required to be divulged by law or in the course of the proper performance of his duties hereunder any information concerning the Owner the property or the management thereof.

9.

- I. The Owner may determine this agreement at any time on 7 days written notice to the agent in the event that the Agent is guilty of misappropriating client funds or any other criminal act that may directly question his honesty or ability to effectively manage the Property.
- II. The Owner may determine this agreement at any time on 14 days written notice to the Agent in the event that within 40 days of the service thereof on the Agent of written notices specifying a breach of his part of his obligation under Clause 5 of this agreement the Agent shall not have remedied the same.
- III. The given appointment shall not be determined by the owner unless the notice is counter signed by a minimum of 50% lessees.

IN WITNESS whereof this agreement has been signed by or on behalf of the parties the day and the year first hereinbefore written.

FIRST SCHEDULE THE PROPERTY

..... DATE	 DATE
..... SIGNED	 SIGNED
.....	
..... OCCUPATION	 OCCUPATION

SECOND SCHEDULE

THE FEES

Management fees.	A sum of £xxxxxxxxxx per unit per annum is agreed at the start of this agreement and shall be deductible monthly from the service charge account * Fees shall be subject to inflationary review periodically*
Assignment fees.	The Agent may collect any assignment fees as detailed in the lease.
Fees in connection with legal action.	The Agent may charge fees in respect of any legal action taken to enforce the terms of the lease.
Professional fees.	The Agent may charge fees in respect of producing specifications for work other than specified in this agreement
Other expenses by prior arrangement.	