

Windmill Green Residents' Association Limitation

Property Management Service Agreement

Introduction

This contract is for the services of an Agent to act on behalf of the Directors of WGRAL and to manage the common grounds belonging to the Members of the Windmill Green Residents Association Limited.

The membership of WGRAL comprises the owners of each flat and house (one per property) Total 205.

It does not include the management of any residential property. It includes the land, roads, pavements, footpaths, lighting, fencing and gardens shown on the attached plan.

Duties to be included in the management fee

| Service | Agreed service level |
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| 1. On appointment, to write to each lessee/freeholder and resident notifying their appointment, remit and contact details | As soon as possible but no later than [4] weeks after being appointed and not later than [2] weeks prior to the sending of any demands for payment (to ensure payees are aware of changes and that any such demand is legitimately made). |
| 2. Quarterly (pre diarised) Directors' or management meetings per annum. Each meeting to last a maximum of 90 minutes | Meetings to be no less than [2] and no more than [4] months apart. |
| 3. Issuing notices of AGM. | With no less than [2] months prior written notice to Members. |
| 4. Attending one AGM per year. | To be available for the whole meeting including any prior Members' meeting |
| 5. Present a written report of activities undertaken on Windmill Green during the year | Report to be a concise summary, not a detailed report |

| Service | Agreed service level |
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| 6. Record and prepare minutes of AGM and circulate to Directors for approval. | To be provided to the Directors no later than two weeks after the meeting |
| 7. Circulate agreed minutes of AGM to Members. | To be provided to WGRAL Members no later than two weeks after receiving the approval of the Directors. This may be by done by posting them on the Agents and/or WGRAL websites. |
| 8. Arranging venues for AGM's and EGM's at no charge other than the cost of any venue. | Venue to be no more than a 1km walk from Windmill Green. |
| 9. Four client reports per year to coincide with the quarterly Directors meetings. These reports to include management and financial statements | Reports to be provided to the Directors no less than [one week] prior to the scheduled management meeting |
| 10. Issuing demands and collecting service charges and other expenditure in accordance with the lease or management instruction. Note: this includes the posting of demands to each property, a reminder, a final notice, and engaging legal or debt collection services as required. | To be issued around [May] each year. Issuance of annual service charge to be no earlier than 11 months and 2 weeks, and no later than 12 months and two weeks, after the issuance of the previous year's demand. Reminders to be sent within [4 weeks] of original demand (if unpaid). Final notice to be sent within [8 weeks] of original demand. Legal or debt collection services to be engaged within [12 weeks] of original demand. |
| 11. To make available a Direct Debit system for paying annual service charges and encourage Members to use it. | To be in place within 4 weeks of being appointed and to be maintained in place for the duration of this contract. |
| 12. Collecting additional sums as and when required | Demand to be made within [2 weeks] of a request by Directors to make such additional collection or within [2 weeks] of becoming aware that such additional collection is required. |
| 13. Making payments to suppliers, contractors, insurers, others as may be appropriate (including gardening and street lighting contracts directly managed by the Directors), in each case subject to prior written (email correspondence will suffice) approval of one of the nominated Directors. (to be advised) | All payments to be made in accordance with payment terms of relevant invoice or if no payment date is expressed in an invoice, within [30] business days of receipt of such invoice. Any query on an invoice shall be raised with the relevant supplier (or referred to the Directors as the case may be) within [5] business days of receipt of such invoice. |

| Service | Agreed service level |
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| 14. Administering Directors' liability and other insurances. | Insurances to be renewed and premiums paid by no less than [2] weeks prior to expiry of relevant insurance. |
| 15. Administering major insurance claims which require the Agent to attend site to meet with loss adjuster, contractors or claimants. | To respond promptly to all requests and in any event within 5 business days of receipt of a request. To attend site within 10 business days following receipt of such request or at such other time determined to be convenient by all parties. |
| 16. Preparation of service charge budgets on an annual basis | To be prepared and sent to Directors no later than [4 weeks] prior to scheduled date of demand of annual service charge. |
| 17. Preparation and circulation of service charge accounts, supplying such information and details to which the Members are entitled. Accounts will be posted on the Agent's website and the Windmill Green website for individual download. | To be prepared on a quarterly basis for the Directors and to be provided to the Directors no less than [one week] prior to the scheduled management meeting. To be prepared on an annual basis for the Members and circulated with the AGM notice and to be provided to the Directors no later than [2 weeks] prior to the scheduled date of posting for the AGM notice. |
| 18. Administering reserve fund provisions. | Update/report on funds to be provided to the Directors no less than [one week] prior to the scheduled management meeting |
| 19. At year end prepare statutory and management accounts. Send to accountants for certifying or auditing and answering enquires from auditors. | Accounts to be prepared and sent to auditor within [4] weeks of financial year end. To respond to auditor's enquiries within 5 Business Days of receipt of request. To ensure that auditor provides audited accounts to Directors by no later than [8 weeks] of financial year end. |
| 20. Tendering all maintenance contracts for planned maintenance works included within the service charge budget (other than for gardening and street lighting which is directly managed by the Directors). | To provide copies to the Directors no later than [4] weeks prior to the planned works. |
| 21. Engaging and employing contractors, effecting necessary subsequent supervision (other than for gardening and street lighting which are directly managed by the Directors). | At quarterly meetings with Directors to report on quality and timeliness of work undertaken |

| Service | Agreed service level |
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| 22. Making visits to the property, not less than once per quarter to ensure proper running and inspect as to the general condition of the site. An inspection sheet to be sent to the Directors following each visit. | These visits together with appropriate report to take place prior to the meetings with Directors (see para 2 and 9 above) |
| 23. Responding to normal routine WGRAL estate management enquires from Members. | To respond with initial email/call within 24 hours of receipt of enquiry specifying any further time required to respond in full. Enquiries to be fully responded to within 5 business days of receipt or on such longer period agreed with the Member. Enquiries that will take longer than 5 business days to respond to be notified to the Directors. |
| 24. Dealing with DVLA enquiries and removal of vehicles. | To make contact with DVLA within 5 business days of being notified of a vehicle. |
| 25. Dealing with day-to-day repairs to structure, plant fixtures, fittings and equipment. | To maintain and repair within [4] weeks of becoming aware of a problem (or on such shorter or longer time as may be appropriate, as agreed with the Directors) |
| 26. Assessing need for and project managing major repairs and decoration or other issues | To provide an update on such items in each management report provided to the Directors 4 time per year. |
| 27. Negotiating with local and statutory authorities regarding operation or amendment or improvements to communal services as necessary. | To provide an update on such items in each management report provided to the Directors 4 time per year or, if required, on such more frequent basis as required in the circumstances. |
| 28. Keeping records in relation to tenancies and other relevant matters relating to the property/properties. | Update on a continuing basis and no longer than 10 business days after any change or update has occurred. Records to be available to Directors on reasonable request. |
| 29. The provision of welcome packs' for new Members. | To be provided to new Members within [4] weeks of them becoming a leaseholder/owner. Welcome pack to be updated at least annually and agreed with Directors or more frequently as required by the relevant information that is to be updated. |
| 30. Maintaining adequate/suitable files and records on the management of the Property. | Update on a continuing basis and no longer than 10 business days after any change or update has occurred. Records/files to be available to Directors on reasonable request. |

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| 31. Advising generally on the management of the property and making appropriate recommendations. | To provide an update on such items in each management report provided to the Directors 4 time per year or, if required, on such more frequent basis as required in the circumstances. |
| 32. Managing client accounts with separate bank accounts held with Barclays Bank, provided that one of the nominated Directors (to be advised) shall approve on behalf of the Directors any change in terms of such bank accounts. | To provide an update on account balances and payments made in each management report provided to the Directors 4 time per year or, if required, on such more frequent basis as required in the circumstances. |
| 33. If available, online access to the Members' area of the Agent's website. Provide such information as requested by the Directors to be included on the Windmill Green website (subject to any legal restrictions on the provision of such information for such purpose). | Information to be included in the Welcome Pack for new Members and on request by a leaseholder or freeholder. Reminder to be included on an annual basis, e.g. in notice of AGM or other regular letter to freeholders/leaseholders as the Agent deems appropriate. To provide any information to the Directors for inclusion on the Windmill Green website within 10 business days of request (or such shorter or longer period as the Directors and the property manager may agree). |
| 34. Organising periodic health and safety checks and other legislative requirements and ensuring appropriate risk assessments | At least once per year or more frequently as may be appropriate or customary for the appropriate risk. Such annual checks to take place no earlier than 11 months and 2 weeks, and no later than 12 months and two weeks, after the previous year's periodic checks |
| 35. Filing statutory company returns. | Within any statutory period for making such filing or if no time specified, within [4] weeks of becoming aware of the need to make a statutory return. |
| 36. Acting as Company Secretary to the Client | Undertake on time all statutory duties as company secretary |

SERVICES CHARGING BASIS

Any additional work entailed, where the information as listed in

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| Direct leaseholder/ owner cost for Administration Services | |
| To administer and manage projects at the request of the client which are outside the normal estate management agreement; preparing specifications, meeting contractors, managing works to completion of the clients satisfaction | [Percentage of contract sum to be agreed.] |
| Preparation of papers to solicitors or debt collection agency in connection with recovery of unpaid service charges and/or ground rents in accordance with the collection policy | £[60.00] plus VAT - All fees will be recovered from the offending property owner where possible, but will be charged to the client if not recoverable. |
| Answering of queries from the Member where excess work arises from the unreasonable expectations of those Members. | £[75.00] per hour. Charge to be made against the lessee. |
| Setting up staged payment arrangements for service charges | £[25.00] plus VAT. |
| Dealing with solicitor's pre-sale enquires | £[100.00] plus VAT is chargeable. This is payable by the recipient of the information. |
| Advising and providing information on the transfer of leases. | Included within the pre-contract enquiry fee unless specific legal advice is needed. Any cost of such legal advice is payable by the recipient of the information. |
| Dealing with solicitors remortgage enquires. | £[50.00] plus VAT is chargeable. This is payable by the recipient of the information. |

Termination provisions:

The agreement may be terminated on three calendar months' notice, which may be given at any time by either party.

Resolution of disputes:

In the event of a dispute, the parties shall convene a meeting between the Directors (all of them or a delegation of them) and the head of the Agency with a period of one month to resolve the problem through agreed measurable targets (achievement, quality and timescale to be agreed).