



AGENT'S DUTIES AND OBLIGATIONS

Section 1 - General Management

- a. General advice on the Property, reports on current matters and attendance at meetings as reasonably required, which shall be no more than four times per annum in respect of normal Directors' meetings, and the AGM if outside normal working hours which are Monday to Friday 9.15am to 5.15pm excluding bank or national holidays.
- b. Advice on legislation and policy affecting the Property, such advice being limited to advice within the range of the Agent's duties and obligations under this Agreement.
- c. Where the Client has a leasehold, contractual or statutory regular and recurring obligation, to arrange for compliance with the obligation on the Client's behalf.
- d. Maintenance of property records of all relevant matters and significant events affecting the Property.
- e. Supervision of the Property, checking compliance with lease covenants, generally reporting on matters requiring decisions, inter alia, applications to assign, sub-let or alter the property, liaising with solicitors and any other advisers (including reporting generally on matters falling within Section 3 below) subject to Item g in the Annexure.
- f. General liaison with other relevant parties including the fostering of good landlord and tenant relationships.
- g. Carrying out periodic property inspections which will be a minimum of monthly. Reporting, as and when necessary, on state of repair, decoration, use and other relevant matters, following up any matters that may arise and in the case of formal notices instructing the Client's solicitors to serve them and liaising with appropriate advisers thereon.
- h. Dealing with day to day maintenance matters and minor redecoration works of communal areas and paying outgoings.
- i. Bringing to the Client's attention any relevant matters concerning property insurance including inter alia, the need to prepare valuations, renew policies, revise cover or notify any claims or potential claims.

- j. Reviewing insurances, main services and other service contracts and agreements, reporting thereon and updating or amending as required.
- k. The management of the buildings will be undertaken by whilst he/she is engaged at Preside. In the event he/she departs, agreement will be sought with the Client in respect of his/her replacement.
- l. Maintenance of an out of hours telephone facility for emergencies

Section 2 - Service Charge Collection, Financial and Accounting

- a. Collection of service charges and ground rents (where contracted to do so) and other property income including interest where appropriate. Liaison with Client and solicitors on collection of arrears (Court or Tribunal attendance not included – see paragraph (c) of the Annexure)
- b. Management of funds and held in specially designated accounts and remission on a regular basis in accordance with agreed written arrangements.
- c. Preparation of quarterly income, reserve/sinking fund(s) and expenditure reports together with annual budget compliant with leases.
- d. Providing information regarding VAT collected and paid and keeping in proper form all records in respect of VAT, where applicable.
- e. Identifying and paying out of the Client's funds all outgoings properly incurred on the Client's behalf in respect of suppliers, insurers, statutory undertakings, contractors, staff and consultants properly engaged for the purpose of providing the day to day Management Services. The Agent shall reasonably consult with the Client on any non recurring or extraordinary expenditure.
- f. Interest earned on any account held in the Client's name is for the absolute benefit of the Client

Section 3 - Management of Service Charge

- a. Arranging for provision and regular reviews of all services to comply with landlord's covenants and other obligations, statutory or otherwise, and otherwise using all reasonable endeavours to ensure that all landlord's and managers obligations to tenants or superior landlords are fulfilled.

- b. Arranging the appropriate testing and inspection of mechanical and electrical installations.
- c. When necessary, at the Client's expense and subject to confirmation of instructions by the Client, instructing specialist consultants (mechanical and electrical engineers, structural engineers, architects, building surveyors, etc.). Liaising with such consultants and where necessary, implementing their recommendations. Related fees and expenses are to be recovered through the service charge if applicable, and if not to be paid by the Client.
- d. Placing appropriate contracts as agent for the Client in accordance with the Client's lease obligations to the tenants. Reviewing these contracts and obtaining competitive tenders, as appropriate.
- e. Assisting the Client with the employment of, supervising, taking disciplinary action, discharging and replacing, in the name of the Client such staff as may be required for the provision of services under the various leases from time to time in force. Where any such employee is for any reason liable to be dismissed (either due to misconduct, redundancy or otherwise), then the Agent will in conjunction with the Client and subject to all legal requirements assist in taking appropriate steps to bring such employment to an end (not including legal and / or tribunal proceedings in relation to employment matters).
- f. Administering the service charge including calculation and apportionment of sums to be collected from the tenants.
- g. Authorising invoices and payment of all outgoings.
- i. Preparing annual (or more often where necessary) budget costs and statements of income and expenditure for future periods.
- j. Arranging, as necessary, the preparation of and the audit of the service charge account and the preparation of service charge certificates. Crediting or demanding excess sums as appropriate.