



CSENSE LTD

Block Management Agreement

For Guidance in this agreement

The singular includes the plural and the plural includes the singular.

Any obligation undertaken by more than one person is a joint and several obligation. **This means that each of those persons is individually bound by the obligations and the obligations can be enforced in full against any one of those persons without enforcing against the other(s).**

A reference to any one gender includes all other genders.

A reference to a statute includes a reference to any statutory material amending or replacing it and any subordinate legislation made under it.

IF YOU FEEL THAT YOU HAVE A GRIEVANCE AGAINST CSENSE LIMITED, WE HAVE AN ESTABLISHED CUSTOMER COMPLAINTS HANDLING PROCEDURE, THE DETAILS OF WHICH ARE AVAILABLE ON REQUEST.

The Particulars and Main Terms of the Agreement

This agreement is made on the date specified between the parties referred to below.

i. Date of this agreement:

ii. Parties:

This agreement is made between:

Client (Name and Address)

And

CSENSE Ltd, 6 Clarendon Buildings, 25 Horsell Road, London N5 1XL

iii. Property (*full address*)

iv. Appointment

The Client, on behalf of itself and its successors in title, appoints Csense Limited as Managing Agents of the property detailed in 1.iii, from the date specified in 1.i., for a period of 12 months, subject to 1 months notice to terminate by either party.

v. Csense Limited Duties

A) Management

To manage the property on behalf of the Client in accordance with the leases of the flats comprised in the Property ("The Leases"), in a manner consistent with good estate management, all relevant statutory provisions, and the provisions of this agreement.

To act at all times in accordance with the principles and procedures recommended by the Royal Institute of Chartered Surveyors in relation to the management of the property, and any other current legislation such as Leasehold Reform, Housing and Urban Development Act 1993 and the Commonhold and Leasehold Reform Act 2002.

B) Annual Estimates

In consultation with the Client, Csense Limited will, prior to commencement of the financial year, estimate the expenditure for the Property for that year and, based on that estimate, calculate individual on-account service charges for each flat.

C) Lessee Accounts

To submit accounts to each lessee in the property for relevant service charges, ground rents, and, if applicable, reserve fund payments

D) Lessee Payments

To demand, collect and receive service charge, ground rent and reserve fund payments due in respect of the property from any Lessee or other party, and to take all reasonable steps to ensure payments of such accounts. To hold all such monies collected upon trust; to apply the same in order to carry out Csense Limited's duties hereon whilst subject to holding all such monies on trust for the Client absolutely.

E) Service Charge Expenditure

To certify and settle all invoices properly rendered in connection with the running of the Property and to maintain fully documented accounts

F) Legal Proceedings

To arrange for legal proceedings to be taken by the Client's solicitors to recover any sums due from any lessee or other party owing monies to the Client in connection with the Property. If necessary, to take action to obtain possession of any flat or any other unit within the Property for any rent due, and to represent the Client in any such hearings or proceedings.

G) Management Accounts

To maintain up-to-date management accounts in respect of the Property accurately, reflecting all transactions in the management of the Property and to make the accounts available to the Client and to permit the Client's accountant and auditors and representatives at all reasonable times to inspect and copy all things material to the management of the Property.

To work in conjunction with the Company's appointed accountant to ensure accounts are submitted to Companies House and the Inland Revenue and to meet all requirements made of the Company through Companies House.

H) Client Statements

To submit quarterly accounts to the Client in respect of all service charge, ground rent and reserve fund payments received, together with all expenditure on the Property during the previous quarter, and to pay the Client any returns due.

I) Audit

To arrange for the audit of service charge expenditure for each relevant financial year, to approve the audited accounts with the Client, and to distribute those audited accounts to Lessee, together with a further account or credit as appropriate.

J) Bank Accounts

To maintain all necessary bank accounts in relation to the property at a bank and in the form approved by the Client. Such accounts to include Current and Deposit accounts relating to service charge income and expenditure and, if appropriate, a current and deposit account in respect of reserve fund payments, and to ensure that any interest accrued is credited or paid for the benefit of the Client.

K) Staff

Where applicable, to appoint all necessary full time and part time staff at the Property on behalf of the Client, to be employed by the Client. Such staff to assist in the running of the Property. To agree relevant conditions of their employment and duties, to set-up and run a PAYE scheme to cover their remuneration, to pay that remuneration and deal with National Insurance and PAYE payments

To terminate the employment of any staff member as appropriate.

L) Maintenance

To use all reasonable efforts to maintain and keep the Property in a good state of repair and cleanliness. To review the condition of the property monthly and correct any defects found, with consultation with the Client. Attending to day-to-day repairs of the common and structural parts of the Property.

M) Tenders

In relation to works where the cost is likely to exceed £200, to prepare work specification, organise tenders, and consult with the Client, in accordance with statutory law.

N) Service Contracts

In consultation with and with the prior consent of the Client, to enter into, maintain, and annually review all service contracts in relation to the lease conditions of the Property and any services or facilities relating to the Property which are necessary for the proper functioning of the Property, and so as to comply with relevant legislation/regulations where required.

O) Insurance

To arrange for the valuation of the Property at regular intervals, and to arrange and maintain insurance of the Property in the name of the Client with a reputable insurer against the risks and perils that the Client deems it prudent to insure and have insured the Property against to the full reinstatement value. To pay all premiums and other sums in relation to this insurance within the period specified by the insurance policy.

P) Insurance Claims

To assist in the processing of insurance claims under the Property's insurance policy on behalf of the Client and/or Lessees.

Q) Lessees

To deal with enquiries, in correspondence or otherwise as appropriate, by Lessees in relation to management and service charge issues.

To liaise with Solicitors and any other interested party to manage the Company's interest relating to sale and/or transfer of leases.

To deal with the assignment of flats within the Property, including the receipt and dispatch of all relevant notices and other documentation.

R) Lessee Applications

To report to and advise the Client in relation to all applications by Lessees for consent to carry out any alterations or works to any flat or for the assignment or sub-letting of the relevant flat or to change the use or otherwise vary from the terms of the lease.

S) Lessee Meetings

To arrange and attend meetings with Lessees on at least an annual basis and to prepare and distribute to the Client and Lessees a note of same.

T) Reporting to Client

To carry out all Csense Limited's duties with full reporting to, and consultation with, and as directed by, the Client.

vi. The Client's Obligations

To promptly pay Csense Limited all fees, expenses, and other outgoings due to Csense Limited under the provisions of this Agreement, and to ratify all acts, deeds, and other actions properly taken by Csense Limited under the provisions of this Agreement.

vii. Management Fees

The fee payable to Csense Limited in respect of each financial year for service charge purposes under the relevant leases shall be £200 plus V.A.T. per Unit. Payable half-yearly in two equal instalments on

Any major contracts undertaken by Csense Limited on behalf of the Client shall attract a project management fee of £40 plus V.A.T. per day.

viii. Termination

This Agreement shall terminate:

- A) upon the expiry of notice given by either party in accordance with Section iv.
- B) Upon the expiry of ten day's notice given by either party to the other if that other party fails to comply with any of the terms of this Agreement, and such failure, if capable of remedy, is not remedied within a reasonable period.
- C) If the Client or Csense Limited go into compulsory or voluntary liquidation, except for the purpose of reconstruction or amalgamation, or if a Receiver is appointed in respect of the whole or any part of the assets, or if either party makes an assignment for the benefit of or composition with its creditors generally.

On expiration or termination of this Agreement, the Client shall pay all outstanding fees or other payments due to Csense Limited, and Csense Limited will return to the Client all documentation and monies relating to the Property and thereafter cease carrying on the management of the property immediately.

ix. Other

- A) Authority
Each party warrants to the other that it has the power to enter into this Agreement and has obtained all necessary consents. Csense Limited shall not have a responsibility to any other party than the Client. The Client agrees not to appoint any other Agent or otherwise derogate from the provisions of this Agreement.
- B) Severance
In the event of any provision hereunder being made void, voidable, illegal or otherwise unenforceable by any competent authority, the parties shall amend the relevant provision as soon as practicable.
- C) Notices
Any notice to be served hereunder shall be sent by recorded delivery or registered post and shall be deemed to have been received by the other party within 48 hours of being sent.
- D) Assignment
Csense Limited and /or the Client, shall not be entitled to assign or transfer its rights or obligations under this Agreement to any other party.

E) Csense Limited Liability

The Client shall keep Csense Limited indemnified from and against any and all loss, damage or liability, whether criminal or civil, suffered and legal fees and costs incurred by Csense Limited in the course of carrying out its duties hereunder which results from any act, neglect or default of the Client or its Agents, employees, licensees or customers and any successful claim by any third party arising in respect of the management of the Property, provided such liability has not been incurred through any fault of Csense Limited carrying out its duties.

Signed for and on behalf of (the Client):

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Signed for and on behalf of Csense Property Management Limited

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