



BUILDING MANAGEMENT AGREEMENT
& ANNUAL CONFIRMATION OF INSTRUCTION

PROPERTY: _____

BETWEEN

TOWN & COUNTRY PROPERTY SERVICES AND _____

Agreement details

This Agreement is made between the following parties.

The Client (freeholder / RMC / RTM company): _____

Company number (if applicable): _____

Registered address: _____

The Property: _____

Residential units: _____

Commercial units (if any): _____

and

Town & Country Property Services, 81 Church Road, Hove, East Sussex, BN3 2BB (the Agent).

Agent's full legal entity name: _____

Company number: _____

1. Appointment and authority

1.1 The Client appoints the Agent to provide the services described in this Agreement for the Property, subject to the leases and title documents, the Client's lawful written instructions, applicable law and regulation, and the availability of sufficient funds.

1.2 The Client confirms that it has authority to appoint the Agent and shall provide complete copies of the leases, title documents, existing contracts, accounts, safety records and other information reasonably required for management.

1.3 Nothing in this Agreement authorises either party to act contrary to a lease or applicable law. The Agent may decline an instruction which it reasonably believes would be unlawful, outside the Client's powers or inconsistent with a lease, and shall explain the concern to the Client.

1.4 The Agent may communicate with leaseholders, occupiers, contractors, insurers, professional advisers, regulators and public bodies as reasonably required to perform the services.

2. Annual term and TPI re-instruction

2.1 The appointment is for one fixed annual term only, beginning on the Commencement Date and ending automatically on the Expiry Date.

Commencement Date: _____

Expiry Date (maximum 12 months later): _____

2.2 This Agreement does not roll over, extend or renew automatically. The Agent has no contractual right or obligation to continue after the Expiry Date unless the Client gives a fresh, positive written instruction and the parties enter into a new annual appointment or written agreement taking effect after expiry of this Agreement.

2.3 A reminder, discussion, proposed budget, invoice, payment, silence, continued access to records, or temporary assistance around handover shall not by itself amount to renewal or re-instruction. Any fresh appointment must be positively confirmed in writing by an authorised representative of each party.

2.4 The annual re-instruction process is intended to support compliance with TPI guidance and to reduce the risk that the management appointment is treated as a qualifying long-term agreement. The Client remains responsible for obtaining legal advice on the statutory consultation requirements applicable to its circumstances.

2.5 The annual management fee is payable in advance. If the appointment begins part way through the service-charge or management year, the fee may be apportioned by written agreement.

3. Standard management services

3.1 Service-charge and financial administration

- Prepare an annual service-charge budget for the Client's approval and issue demands in accordance with the leases and statutory requirements.
- Collect service charges, reserve-fund contributions, ground rent where specifically instructed and lawfully payable, and other sums due under the leases.
- Maintain service-charge accounting records and designated client bank accounts; hold service-charge monies on trust in accordance with section 42 of the Landlord and Tenant Act 1987 and applicable client-money rules.

- Undertake routine credit control, consisting of the first reminder and routine account correspondence. Formal recovery and breach work is additional work under Schedule 2.
- Supply records to the independent accountant appointed by the Client for preparation or certification of annual accounts and administer any surplus or deficit in accordance with the leases.
- Administer reserve or sinking funds where the leases permit them. External accountant, auditor, bank and professional costs are not included in the management fee.

3.2 Routine maintenance and contracts

- Administer routine contracts and reactive repairs for communal areas, including cleaning, gardening, window cleaning, lighting, lifts, fire systems, entry systems, gates, communal heating, drainage and general repairs where applicable.
- Obtain quotations where proportionate, issue instructions within the Agent's authority and available funds, check invoices and arrange payment.
- Keep a contractor and maintenance record and notify the Client of significant defects or expenditure identified in the ordinary course of management.
- The standard fee does not include acting as surveyor, contract administrator, principal designer, health-and-safety adviser or other specialist professional.

3.3 Inspections and communications

Unless the Property Particulars state otherwise, the standard service includes up to four visual inspections of accessible communal areas each year. Inspections are non-invasive, without specialist equipment, and are not structural, fire-safety, asbestos, electrical or other professional surveys.

- Provide a courteous point of contact for the Client and leaseholders during normal office hours.
- Respond to ordinary correspondence and keep the Client informed of material management issues.
- Attend one annual client/directors' meeting during normal office hours, remotely or at the Agent's office, for up to one hour, unless otherwise stated in the Property Particulars.
- Additional inspections, meetings, evening/weekend attendance and emergency attendance are charged under Schedule 2.

4. Compliance and building safety

4.1 The Agent shall assist with routine coordination of the Property's compliance obligations within the agreed scope. The Client remains the person responsible for ownership decisions, statutory duties and funding unless the law expressly provides otherwise.

4.2 Specialist assessments, surveys, testing, fire-risk assessments, asbestos surveys, electrical reports, health-and-safety advice, building-safety case work, structural advice and professional certifications are undertaken by competent external advisers at the Client's cost.

4.3 Where the Building Safety Act 2022, Fire Safety Act 2021 or related legislation applies, the parties shall record the applicable dutyholders and scope in the Property Particulars. Higher-risk, mixed-use, staffed, complex or enhanced-regulation buildings will be quoted individually.

4.4 The Agent may recommend urgent work, restrict access, instruct emergency measures or contact emergency services where reasonably necessary to protect life or property, subject to clause 8.

5. Insurance

5.1 Where instructed and legally permitted, the Agent may assist the Client with placing or renewing buildings and related insurance, paying premiums and coordinating claims. The Client retains responsibility for selecting cover and accepting policy terms.

5.2 Any insurance commission, fee, benefit or other remuneration received or retained by the Agent shall be disclosed transparently and handled in accordance with the applicable FCA regime, fair-value requirements, the leases and professional guidance. If the Agent is not authorised to undertake a regulated activity, it shall limit its role accordingly and may require an authorised broker or other regulated firm to act.

5.3 Insurance premiums, broker charges, valuations and claim-related professional costs are not included in the standard management fee. Material claims administration beyond routine liaison may be separately agreed at the hourly rate in Schedule 2.

6. Major works and statutory consultation

6.1 Major repairs, planned works, qualifying works, qualifying long-term agreements and statutory consultation are outside the standard management fee unless expressly included in the Property Particulars.

6.2 The Agent may coordinate section 20 consultation, obtain estimates and liaise with surveyors, contractors and the Client for the fixed and hourly charges in Schedule 2. The Agent does not provide legal advice and may recommend that the Client appoint a solicitor, surveyor or other professional.

6.3 The former blanket percentage uplift on maintenance and works is not used in this suggested fee structure. Any exceptional project fee must be separately agreed in writing, be transparent and be permitted by the leases and applicable law.

7. Client decisions, instructions and funding

7.1 The Client shall nominate authorised contacts, respond to requests for decisions promptly, approve budgets and major expenditure, and ensure sufficient funds are available before the Agent incurs expenditure, except in an emergency.

7.2 Instructions should be in writing. An urgent oral instruction must be confirmed in writing within seven days. Where directors or client representatives give conflicting instructions, the Agent may pause action until it receives a valid collective decision.

7.3 The Client authorises the Agent to deduct properly due management fees, agreed additional fees, expenses and disbursements from funds held for the Client where the lease, law and applicable client-money rules allow.

8. Spending authority and emergencies

Routine expenditure limit per item (excluding VAT): £ _____

8.1 The Agent may instruct work within the stated limit without further approval where it is reasonably required for management and there are sufficient funds.

8.2 In an emergency, the Agent may take reasonable steps and incur reasonable expenditure above that limit to protect life, safety or the Property, mitigate damage or comply with an urgent legal requirement. The Agent shall notify the Client as soon as reasonably practicable.

9. Contractors and professional advisers

9.1 Contractors and advisers are normally engaged on behalf of the Client, not as employees or subcontractors of the Agent. The Agent shall use reasonable care in selection and instruction but does not guarantee their performance or solvency.

9.2 The Agent shall disclose any material connected-party relationship or financial benefit relevant to an appointment. External fees and disbursements are payable by the Client or service-charge fund where recoverable.

10. Leaseholder charges and recoverability

10.1 Where Schedule 2 identifies a charge relating to an individual leaseholder, the Agent may seek payment from that leaseholder only where the lease and law permit and the amount is reasonable. Any statutory summary of rights and obligations shall be supplied where required.

10.2 If a charge cannot lawfully be recovered from the individual leaseholder, the Client remains responsible for the Agent's properly incurred fee, subject to any contrary written agreement.

11. Arrears, breaches and disputes

11.1 The standard fee includes routine monitoring and a first arrears reminder. Further recovery, breach correspondence, solicitor referral, tribunal or court preparation, mediation, RTM/enfranchisement work and substantial dispute management are additional services.

11.2 The Agent may recommend legal advice before taking enforcement action. Legal and tribunal costs are external costs and recovery from a leaseholder depends on the lease, statute and any court or tribunal determination.

12. Data protection, records and confidentiality

12.1 Each party shall comply with applicable data-protection law. The parties shall determine and document their respective controller/processor roles where required. The Client authorises proportionate processing and sharing of personal data for management, legal, safety, insurance, accounting and recovery purposes.

12.2 Each party shall keep confidential information secure, subject to lawful disclosure, professional obligations and the Agent's need to perform the services.

12.3 Records shall be retained for the applicable legal, regulatory and professional periods. On termination, records will be handed over under clause 17, subject to lawful retention and payment of undisputed sums.

13. Complaints and professional standards

13.1 The Agent shall maintain a written complaints procedure and provide it on request. Complaints should first be addressed through that procedure. Details of the Agent's redress scheme and client-money protection arrangements shall be supplied where applicable.

13.2 The Agent intends to work in accordance with applicable TPI standards and the current RICS residential service-charge management code, so far as relevant to the appointment. This clause does not override the leases or applicable law.

14. Fees, VAT and review

14.1 The suggested annual management fee and additional fees are set out in Schedules 1 and 2. All figures are exclusive of VAT unless stated otherwise. The pale-gold figures are proposals for editing and agreement before signature.

14.2 Third-party costs and reasonable disbursements are additional. Fees for work outside the standard service should be agreed in advance where reasonably practicable. In urgent or unforeseen circumstances, the Agent shall keep the Client informed and provide a reasonable explanation of the charge.

14.3 Prices may be reviewed when a new annual appointment is proposed. A price review does not renew this Agreement; the fresh written re-instruction requirements in clause 2 still apply.

15. Liability and indemnity

15.1 The Agent shall perform the services with reasonable care and skill. Nothing in this Agreement excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

15.2 Subject to clause 15.1, the Agent is not responsible for loss caused by inaccurate or incomplete information supplied by others; the condition or latent defects of the Property; the act, omission, default or insolvency of a contractor or adviser not under the Agent's direct control; lack of funds or authority; or a reasonable estimate or forecast proving inaccurate.

15.3 The Client shall indemnify the Agent against third-party claims and reasonable costs arising from the Client's ownership, breach, unlawful instruction or failure to provide authority, information or funds, except to the extent caused by the Agent's negligence, breach or other legal liability. Any financial cap or insurance-linked limitation should be settled with legal advisers before signature.

16. Suspension

The Agent may suspend non-essential services on reasonable written notice if undisputed fees remain unpaid, the Client fails to provide necessary funds or authority, or continued performance would be unlawful or unsafe. Emergency and handover obligations shall be handled reasonably, and suspension does not waive either party's rights.

17. Early termination and handover

17.1 Although the appointment expires automatically on the Expiry Date, either party may terminate early by giving three months' written notice unless the Property Particulars state a different period.

17.2 A material breach may be notified in writing with a reasonable remedy period of 30 days (or sooner where urgent). If not remedied, the innocent party may terminate by further written notice. Either party may terminate immediately for insolvency, loss of required authority, serious regulatory breach or conduct making continued performance unlawful.

17.3 Following expiry or termination, the Agent shall cooperate in an orderly handover. Standard collation and electronic transfer of readily available records are included. Substantial reconstruction, bespoke schedules, physical copying, courier charges, extended meetings and work caused by incomplete predecessor records are chargeable at Schedule 2 rates.

17.4 The Client shall appoint a successor and provide instructions for bank balances, records, keys, contracts and data. The Agent may retain copies required by law or professional obligations. No clause permits the Agent to withhold client or service-charge money contrary to law.

18. General

18.1 Notices must be in writing and delivered by hand, prepaid post or email to the addresses in the Property Particulars. Email is deemed received on the next working day unless a delivery failure is received.

18.2 A change to this Agreement is effective only if recorded in writing and authorised by both parties. If any provision is invalid, the remainder continues. A person who is not a party has no right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

18.3 This Agreement and its schedules form the entire agreement for the appointment. English law applies and the courts of England and Wales have jurisdiction, subject to any mandatory tribunal or redress process.

Schedule 1 - Property particulars and core fee

Item	Agreed particulars
Property	[Insert full address]
Client's authorised contacts	[Insert names, roles, email and telephone]
Service year	[Insert dates]
Standard inspection frequency	One visual communal-area inspections per annual term
Included meeting	One annual meeting, normal office hours, up to one hour
Routine spending authority	£[insert] excluding VAT per item
Building-safety / complexity status	[Standard / mixed-use / higher-risk / other - insert details]
Special inclusions or exclusions	[Insert agreed variations]

Suggested core management fee	Proposed charge
Annual management fee	£425 + VAT per residential unit per annum
Minimum annual building fee	£2,500 + VAT per building per annum
Complex buildings	Individual quotation for lifts, communal heating, extensive grounds, staff, mixed use, higher-risk/building-safety duties or unusual workload

Schedule 2 - Suggested additional fee schedule

Additional service	
New management setup and handover	£50 + VAT per unit; minimum £350 + VAT
Additional site inspection	£125 + VAT per visit
Additional meeting - office hours	£150 + VAT per hour
Out-of-hours management attendance	£175 + VAT for first hour; thereafter agreed hourly rate
LPE1 / management pack	£425 + VAT
Additional conveyancing enquiries	£125 + VAT per hour
Notice of Transfer	£125 + VAT
Notice of Charge	£125 + VAT
Transfer and Charge together	£200 + VAT
First arrears reminder	Included in standard management fee
Second arrears reminder	£95 + VAT
Arrears file / referral to solicitor	£175 + VAT
Breach of lease letter	£115 + VAT
Annual detailed compliance review	£225-£400 + VAT depending on block size and scope
Replacement keys / fobs	Actual cost plus £35 + VAT administration

Additional service	
Site visits for meter readings for communal power	£75 + VAT
General additional management work	£150 + VAT per hour unless otherwise stated

Conditions applying to Schedule 2: charges are subject to the leases, applicable law, reasonableness and any statutory requirements. External professional fees, search fees, Land Registry fees, Companies House fees, postage/courier costs and other disbursements are additional. Where recovery from an individual leaseholder is not permitted, the Client remains responsible under clause 10.

Schedule 3 - Annual re-instruction / new appointment confirmation

This confirmation is intended to record a fresh positive instruction for a new annual appointment. It must not be signed merely to extend or roll over the previous agreement. Complete it only after the earlier annual appointment has ended or as part of a clearly documented new agreement taking effect after that expiry.

Property: _____

Client: _____

Previous appointment expiry date: _____

New appointment commencement date: _____

New appointment expiry date (maximum 12 months): _____

The Client gives a fresh, positive written instruction appointing Town & Country Property Services for the new fixed annual period stated above, on the terms of the 2026 Residential Block Management Agreement and the completed schedules attached to it. This instruction does not retrospectively extend or automatically renew the previous appointment.

The Agent accepts the new fixed annual appointment for the dates stated above. The new appointment will itself expire automatically and will require another fresh written instruction for any later annual period.

Annual management fee agreed: _____

Any agreed variations: _____

For the Client	For the Agent
Name: _____	Name: _____
Position: _____	Position: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Execution of the main agreement

The parties confirm that they have reviewed the completed Property Particulars and schedules and intend to be bound for the fixed annual term stated in clause 2.

Signed for the Client	Signed for the Agent
Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____
Witness (if required): _____	Witness (if required): _____

Internal review checklist - remove before issue

- Insert the Agent's full legal entity name and company number.
- Confirm the fixed term is no more than 12 months and no wording elsewhere implies automatic renewal.
- Complete the inspection frequency, spending authority, included meeting and building-safety status.
- Confirm which fees are payable by the Client, recoverable through the service charge, or potentially payable by an individual leaseholder.
- Review insurance activities, disclosures and regulatory permissions with the broker/compliance adviser.
- Obtain legal review of liability, indemnity, termination, data-protection and statutory-consultation wording.
- Remove this checklist and the working-draft notice before issuing a final execution version.