



MANAGEMENT AGENCY AGREEMENT BETWEEN

(The Freeholder)

whose (registered) office is at with company number

tel. no..... email.....

and

Blue Crystal Residential Ltd
(Managing Agent)

whose (registered) office is at Venture X, Building 7, 566 Chiswick High Road, London, W4 5YG with company number 10525455

tel. no 0208 994 7327 email pm@bluecrystallondon.co.uk

for

(The Property)

on

(Date)



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1 Definitions

- 1.1 The 'Freeholder' means the landlord named in the cover sheet to this agreement.
- 1.2 The 'Blue Crystal Residential Ltd' is the managing agent named in the cover sheet to this agreement.
- 1.3 The 'Property' is the estate, scheme, or development named in the cover sheet to this agreement and as described at clause 26 of this agreement.
- 1.4 The 'Management Fee' is the fee set out in the fee agreement in Appendix I (herein referred to as the 'Fee Agreement').
- 1.5 The 'Services' mean the services set out and the frequency specified in Appendix II.



- 1.6 'Additional Charges' are the charges listed for additional services in Appendix III.
- 1.7 'Term' means the term of this agreement, which shall commence on the date set out in clause 2.3, being (Start date on Page2 of Blue Crystal Terms and Conditions is the commenced date), and continue for a period of 364 days, unless terminated earlier in accordance with clause 13.
- 1.8 The 'Parties' means the Freeholder and Blue Crystal Residential Ltd.
- 1.9 'Applicable Laws' means the laws of England and Wales and any other applicable laws or regulations, regulatory policies, or binding industry codes.
- 1.10 'Applicable Fire, Health and Safety Laws' means the laws of England and Wales relating to fire, health and safety any other applicable laws or regulations, regulatory policies, or binding industry codes.
- 1.11 'ARMA' means the Association of Residential Managing Agents whose website is <http://www.arma.org.uk>
- 1.12 'RICS' means the Royal Institution of Chartered Surveyors whose website is <http://www.rics.org>
- 1.13 'Intellectual Property Rights' means all patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.14 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.15 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A reference to writing or written includes fax and email.

2 Appointment

- 2.1 The Freeholder appoints Blue Crystal Residential Ltd to be its exclusive managing agent for the Property for the Term on the terms of this agreement, provided that either party shall be entitled to terminate this agreement prior to the Term in accordance with clause 13.
- 2.2 For the duration of this agreement, and subject to clause 9.7, Blue Crystal Residential Ltd may enter into such contracts:
- 2.2.1 as are reasonably necessary for the management functions of the Property in relation to the Services being provided under this agreement on behalf of an in the name of the Freeholder;
- 2.2.2 on its own behalf, to the extent necessary for the provision of the Services.
- 2.3 The Freeholder agrees to the terms of this agreement and will be deemed to be bound by them upon the earlier of:
- 2.3.1 Signature of the agreement by the Freeholder and Blue Crystal Residential Ltd: or
- 2.3.2 Commencement of the provision of the Services by Blue Crystal Residential Ltd, in which case the agreement will be deemed to have come into effect from the date of the provision of the first of such Services.
- 2.4 For the avoidance of doubt where pursuant to clause 2.3 this Agreement is signed by the Freeholder after Blue Crystal Residential Ltd has commenced provision of the Services, the agreement will be deemed to have come into effect from the date of



the provision of the first of such Services.

3 Services to be provided by Blue Crystal Residential Ltd

- 3.1 Blue Crystal Residential Ltd will perform with reasonable care, skill and diligence the Services set out with the frequency as agreed and specified in Appendix II for the Management Fee as set out in Appendix I.
- 3.2 Blue Crystal Residential Ltd will provide additional services (if any) for the Freeholder for the Additional Charges as set out in Appendix III with reasonable care, skill and diligence.
- 3.3 Where instructed Blue Crystal Residential Ltd will provide additional services (if any) for the Freeholder for Additional Charges as set out in Appendix IV with reasonable care, skill and diligence.
- 3.4 In providing the Services and complying with the obligations set out in this agreement Blue Crystal Residential Ltd shall, except as stated otherwise, have the authority to act on behalf of the Freeholder to take such actions as are expressly authorised by this agreement and to incur expenditure in providing the Services and complying with the obligations set out this agreement.
- 3.5 Blue Crystal Residential Ltd may at the cost of the Freeholder seek the advice of specialist surveyors, engineers, building contractors, solicitors and other specialist professional advisers where the carrying out of the Services reasonably requires Blue Crystal Residential Ltd to obtain such advice.
- 3.6 Where any contracts, deeds or liabilities authorised by this agreement are to be entered into in connection with the Property then except where provided otherwise under this agreement such contracts or liabilities shall be entered into in the name of the Freeholder and not in the name of Blue Crystal Residential Ltd.
- 3.7 In the event of emergency Blue Crystal Residential Ltd shall be permitted to take precautionary steps and/or incur emergency expenditure in respect of the Services to protect the Property without the approval of the Company if in the reasonable opinion of Blue Crystal Residential Ltd:
 - 3.7.1 such reasonable actions are necessary to correct any matter that threatens loss of life, serious personal injury or property damage or the matter breaches an applicable law or regulation; and
 - 3.7.2 given the emergency nature which has arisen it is not reasonably practical to seek the Freeholder's approval to such action and/ or expenditure.

4 Compliance with the Provision of Services Regulations 2009 (as amended) Blue Crystal Residential Ltd has provided to the Freeholder the following information:

- Details of its legal status;
- Its office address for communication including e mail address and telephone numbers;
- VAT registration number;
- Its ARMA membership and details of where that membership can be checked;
- A copy of its complaints handling procedure;
- Details of the ombudsman scheme that it is required to join as a member of ARMA; and
- Details of the public indemnity policy that it holds.

5 Conduct of Blue Crystal Residential Ltd

- 5.1 Blue Crystal Residential Ltd will use reasonable endeavours to:
 - 5.1.1 comply with the terms of the leases of the Property; and
 - 5.1.2 comply with the requirements of ARMA and the Service Charge Residential Management Code of the RICS as appropriate.



- 5.2 Blue Crystal Residential Ltd will;
- 5.2.1 comply with relevant landlord and tenant legislation;
 - 5.2.2 comply with the Applicable Laws relating to its obligations in the management of the Property; and
 - 5.2.3 comply with the Applicable Fire, Health and Safety Laws relating to its obligations in the management of the Property.
- 5.3 Blue Crystal Residential Ltd will comply with its obligations under employment and all other relevant laws and regulations relating to the management of the Property.
- 5.4 Blue Crystal Residential Ltd will hold professional indemnity insurance including fidelity cover and maintain it during the Term. On request, Blue Crystal Residential Ltd must give the Freeholder a copy of the certificate of insurance.
- 5.5 Blue Crystal Residential Ltd will comply with the rules of the Financial Conduct Authority when carrying out any regulated insurance activities.
- 5.6 Blue Crystal Residential Ltd will at all reasonable times allow the Freeholder access to all records and accounts appertaining to the management of the Property.
- 5.7 Where pursuant to the Services Blue Crystal Residential Ltd is required to arrange any insurance policy relating to the Property, such obligation shall not be absolute but shall instead comprise an obligation on Blue Crystal Residential Ltd to use all reasonable endeavours to arrange the relevant insurance policy, having regard to the fact that insurance for certain risks may not be available in the relevant insurance market on reasonable terms acceptable to the Freeholder at the time the insurance policy was intended to be entered into. The ultimate responsibility and obligation to procure any insurances relating to the Property shall remain with the Freeholder.

6 Conduct of the Freeholder

- 6.1 The Freeholder will ensure the handover to Blue Crystal Residential Ltd prior to the commencement of the Services of the documents listed in Appendix V, the Takeover List, and any other documents as may be requested by Blue Crystal Residential Ltd or required in connection with the management of the Property. The Freeholder warrants that it has supplied (and will continue to supply) to Blue Crystal Residential Ltd all material information relating to the Property and the provision of the Services, including information relating to the state of repair of the Property and any proposed construction or renovation works.
- 6.2 Without prejudice to Blue Crystal Residential Ltd's obligation under this agreement, the Freeholder acknowledges and agrees that it is responsible for compliance with all Applicable Laws and Applicable Fire, Health and Safety Laws relating to the Property, procuring any insurances relating to the Property, its own business and operations, and for the upkeep and any damage to the Property.
- 6.3 The Freeholder agrees to co-operate with Blue Crystal Residential Ltd in all matters relating to the Services and to provide any information, documents, instructions, approvals, consents, comments and to do any other acts reasonably requested by Blue Crystal Residential Ltd in connection with the provision of the Services in a timely manner and in any event within 14 days of such request. The Freeholder warrants that all information provided to the Freeholder pursuant to or in connection with this agreement is and will be complete and accurate.
- 6.4 The Freeholder will not issue any instructions to Blue Crystal Residential Ltd that require it to breach the leases of the Property, Applicable Laws, Applicable Fire, Health and Safety Laws, applicable Codes of Practice or any other regulations relating to the management of the Property.
- 6.5 The Freeholder will act in a manner that ensures there is no unlawful discrimination in the provision of services and the employment of any staff or contractors.
- 6.6 The Freeholder will not give instructions to Blue Crystal Residential Ltd's staff working solely at the Property. Any instructions should be given through Blue Crystal Residential Ltd's nominated representative as agreed between the Parties.



- 6.7 The Freeholder is not required to arrange and hold directors' and officers' liability insurance for the Term but is advised to do so. On request, the Freeholder will give Blue Crystal Residential Ltd a copy of any such insurance certificate.
- 6.8 The Freeholder will keep Blue Crystal Residential Ltd informed of any notices, sales of leaseholds or freehold, possible formation of resident associations, exercise of the right to manage, enfranchisement and any other matter relating to the management of the Property of which the Freeholder becomes aware.
- 6.9 When oral instructions are given by the Freeholder to Blue Crystal Residential Ltd, these should be confirmed by the Freeholder in writing within 7 days.
- 6.10 The Freeholder shall keep any materials, equipment, documents and other property of Blue Crystal Residential Ltd provided by Blue Crystal Residential Ltd to the Freeholder (Manager Materials) in safe custody at its own risk, maintain Blue Crystal Residential Ltd. Materials in good condition until returned to Blue Crystal Residential Ltd, and not dispose of or use Blue Crystal Residential Ltd Materials other than in accordance with Blue Crystal Residential Ltd's written instructions or authorisation.
- 6.11 The Freeholder shall promptly notify Blue Crystal Residential Ltd of any transfer, sale or dealing in any other way of any interest it has in the freehold of the Property. Nothing in this clause shall prevent the Freeholder from entering into leases of any part of the Property in the usual course.
- 6.12 During the Term the Freeholder grants a non-exclusive licence to Blue Crystal Residential Ltd to enter the Property for the purpose of carrying out the Services.

7 Disclosures, Commissions and Associated Companies

- 7.1 Blue Crystal Residential Ltd has disclosed in writing to the Freeholder all commission arrangements that may apply to its management of the Property.
- 7.2 Blue Crystal Residential Ltd is authorised by the Freeholder to retain the commission from the arrangements already declared.
- 7.3 Blue Crystal Residential Ltd will disclose any future commission arrangements that it may wish to enter into during the Term of this agreement before so doing and seek the consent of the Freeholder to any such arrangement.
- 7.4 Blue Crystal Residential Ltd has disclosed to the Freeholder the details of any related companies with whom Blue Crystal Residential Ltd has an interest.
- 7.5 Blue Crystal Residential Ltd will not award any contracts for services or works of any kind to those associated companies without the prior consent of the Freeholder.
- 7.6 Blue Crystal Residential Ltd has disclosed to the Freeholder any relationship, other managements or interest of any kind it has with the freeholder/ landlord of the Property if the Freeholder is not the freeholder/landlord.

8 Fees and charges

- 8.1 The fees and charges payable by the Freeholder to Blue Crystal Residential Ltd are as set out in Appendices I, III and IV and are payable without any right of set-off against any other account with the Freeholder.
- 8.2 The Freeholder authorises Blue Crystal Residential Ltd to deduct the Management Fee and any other fees and Additional Charges from the designated bank account on the dates set out in the Fee Agreement.
- 8.3 The Freeholder will pay Blue Crystal Residential Ltd fees as specified in Appendix I for the work involved in managing the property.



8.4 The Freeholder will pay to Blue Crystal Residential Ltd interest on any overdue fees and charges payable by the Freeholder to Blue Crystal Residential Ltd at the rate of 1% over base rate of Barclays Bank from the date the fee or charge became due until the date of payment.

9 Handling of Freeholder's Money

- 9.1 Blue Crystal Residential Ltd will comply with statutory and ARMA's rules for banking and holding any funds of the Freeholder in a clearly designated bank account(s). Any such Freeholder funds must be held in trust.
- 9.2 Blue Crystal Residential Ltd will and is authorised to open a designated bank account(s) on behalf of the Freeholder in the name of the Freeholder for the receipt of all money due to the Freeholder and the payment of expenses relating to the Property.
- 9.3 Where applicable, Blue Crystal Residential Ltd will open a designated bank account(s) on behalf of the Freeholder in the name of the Freeholder for the receipt of reserve fund(s) contributions made by leaseholders.
- 9.4 The Freeholder authorises Blue Crystal Residential Ltd to make payments for the purpose of providing the Services (within the limits set out in 9.7 below) from the designated bank account(s) held for the Property.
- 9.5 The Freeholder irrevocably authorises Blue Crystal Residential Ltd to deduct any outstanding Management Fee and Additional Charges from the designated account during the Term and after this management agency agreement terminates.
- 9.6 It is hereby agreed that any interest earned on the designated account(s) shall be a credit to that account(s) together with any negative interest absorbed by that accounts(s) .
- 9.7 The expenditure authorisation limit of Blue Crystal Residential Ltd without referral to the Freeholder shall be £350 inclusive of VAT (per item).
- 9.8 Blue Crystal Residential Ltd will notify the Freeholder as soon as possible of any lack of funds to pay for the services. The Freeholder shall put Blue Crystal Residential Ltd in funds to pay for services required if there is a deficit for any reason and Blue Crystal Residential Ltd may terminate this agreement immediately upon notice and cease to provide the Services if no funds are available.

10 Liability and indemnity

- 10.1 Subject to clause 10.5, no liability shall be attached to or sustained or incurred by Blue Crystal Residential Ltd either in contract or in tort or otherwise for any loss, injury, damage, costs or legal or other expenses sustained as a result of:
- 10.1.1 Blue Crystal Residential Ltd having reasonably relied upon the Freeholder to provide accurately all relevant information;
 - 10.1.2 Any inaccurate forecast by Blue Crystal Residential Ltd of future income or expenditure unless done so negligently;
 - 10.1.3 Any defect in the Property, or plant and machinery, equipment or materials used for the property, whether or not such defect be latent or apparent upon examination;
 - 10.1.4 Any failure by the Freeholder to provide adequate or timely instructions, approvals or consents;
 - 10.1.5 Any failure by the Freeholder to put Blue Crystal Residential Ltd in funds to pay for services in connection with the Property;
 - 10.1.6 Any act, omission or insolvency of any person (including the Freeholder) other than Blue Crystal Residential Ltd, or any breach of this agreement by the Freeholder.
- 10.2 Subject to clause 10.5, Blue Crystal Residential Ltd's total liability to the Freeholder in contract or in tort or otherwise under or in connection with this agreement and the Services shall not exceed an amount equal to the aggregate Management Fees paid by the Freeholder to Blue Crystal Residential Ltd in the 12 months preceding the event giving rise to the liability.
- 10.3 The Freeholder shall indemnify Blue Crystal Residential Ltd in respect of all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Blue Crystal



Residential Ltd arising out of or in connection with:

- 10.3.1 any claims made or alleged or any action brought or threatened against Blue Crystal Residential Ltd by a third party due to an act or omission of the Freeholder;
 - 10.3.2 any one or more of those circumstances listed in 10.1.3 to 10.1.6 above;
 - 10.3.3 any claim brought or alleged against Blue Crystal Residential Ltd for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of any materials provided by the Freeholder; and
 - 10.3.4 any breach by the Freeholder of the terms of this agreement.
- 10.4 Blue Crystal Residential Ltd shall not be liable to the Freeholder in respect of any claims made by another or third party for any loss, injury, damage or legal or other expenses incurred as a result of any one or more of those circumstances listed in 10.1.1 to 10.1.3 above or otherwise.
- 10.5 The above shall not be valid insofar as prohibited by statute.
- 10.6 In no circumstances shall Blue Crystal Residential Ltd be liable for any loss of profits or earnings, loss of contracts, damage to goodwill, or consequential loss or damage save where loss, death or injury results from negligence on the part of Blue Crystal Residential Ltd.
- 10.7 All debts and liabilities to third parties required or permitted to be incurred by Blue Crystal Residential Ltd on behalf of the Freeholder under this agreement in the course of its operation and management of the Property shall be the debts and liabilities of the Freeholder alone, and Blue Crystal Residential Ltd shall not be liable for any such obligations by reason of its role under or performance of this agreement.
- 10.8 The provisions of this agreement apply to the exclusion of any other terms that the Freeholder seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

11 Warranties

11.1 Each party warrants that:

- 11.1.1 it has full capacity and authority to enter into and to perform this agreement and once duly executed, this agreement will constitute legal, valid and binding obligations;
- 11.1.2 this agreement is executed by a duly authorised representative of that party; and
- 11.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this agreement.

12 Assignment and subcontracting

- 12.1 This agreement may only be assigned by the Freeholder or Blue Crystal Residential Ltd with the written consent of the other party to this agreement.
- 12.2 Blue Crystal Residential Ltd may at any time subcontract or delegate any or all of its rights and obligations under this agreement.

13 Ending this Agreement

- 13.1 This agreement will end at the expiry of the Term as allowed for in clause 1.7 above.
- 13.2 This agreement may be terminated at any time by the mutual consent of the parties in writing with providing 3 months notice.
- 13.3 The Freeholder may end this agreement at any time in writing if:



- 13.3.1 Blue Crystal Residential Ltd is in material breach of this agreement, and the Freeholder has notified Blue Crystal Residential Ltd of that breach in writing, and the breach has continued for 30 days after that notice; or
- 13.3.2 Blue Crystal Residential Ltd becomes insolvent or makes other arrangements with its creditors; or
- 13.3.3 The leaseholders of the Property exercise the right to manage or enfranchise or a manager is appointed by a Tribunal.

13.4 Blue Crystal Residential Ltd may end this agreement at any time in writing if:

- 13.4.1 The Freeholder fails to pay the Management Fee or other Additional Charges owing to Blue Crystal Residential Ltd within one calendar month of notice of the fee and charges; or
- 13.4.2 The Freeholder is in material breach of this agreement, and Blue Crystal Residential Ltd has notified the Freeholder of that breach in writing, and the breach has continued for 30 days after that notice;
- 13.4.3 The Freeholder becomes insolvent or makes other arrangements with its creditors, or is liquidated or suffers a petition for its winding up, or is struck off the register of companies, or suffers or takes any steps in connection with any of the foregoing;
- 13.4.4. The Freeholder acts in a way that prevents Blue Crystal Residential Ltd from performing its Services under this agreement, and more specifically is in breach of any of the obligations at clauses 6 or 9.8 above.

13.5 When this agreement is ended:

- 13.5.1 Blue Crystal Residential Ltd will handover to the Freeholder the documents itemised in Appendix V, the Handover List, if they are in its possession;
- 13.5.2 the Freeholder shall immediately pay to Blue Crystal Residential Ltd all of Blue Crystal Residential Ltd's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Blue Crystal Residential Ltd shall submit an invoice, which shall be payable by the Freeholder immediately on receipt; and
- 13.5.3 the Freeholder shall immediately return any Manager Materials to Blue Crystal Residential Ltd.

13.6 Unless agreed otherwise all documents created by Blue Crystal Residential Ltd during the period of this agreement for the Freeholder relating solely to the Property or the Services shall belong to the Freeholder.

13.7 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

13.8 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

14 Membership of the Association of Residential Managing Agents

If Blue Crystal Residential Ltd ceases to be a member of the Association of Residential Managing Agents (ARMA) Blue Crystal Residential Ltd will notify the Freeholder in writing of membership ceasing within 28 days of the cessation occurring.

15 Dispute Resolution

15.1 If any dispute arises over the interpretation of or compliance with the specific clauses in this agreement, the Parties will attempt to settle it by negotiation. Each of the Parties is to be represented by a person who is a director, or of equivalent executive authority, with authority to settle the dispute.

15.2 If the Parties have not settled the dispute by negotiation within 56 days from when the dispute began (or sooner if the Parties agree) the Freeholder can refer the dispute to the relevant Ombudsman scheme of which Blue Crystal Residential Ltd is a member.

16 Data Protection

16.1 In this clause:



- 16.1.1 Data Protection Legislation shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (GDPR); the Data Protection Act 2018 and any other applicable legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications); and
- 16.1.2 Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures shall have the meaning given in the Data Protection Legislation.

16.2 Each party shall comply with all the obligations imposed on it under the Data Protection Legislation and shall provide such assistance to the other party as is reasonably required to enable the other party to comply with any requests from data subjects to exercise their rights under the Data Protection Legislation within the required time limits.

16.3 If and to the extent that in the fulfilment of this agreement the parties are, for the purposes of the Data Protection Legislation, joint controllers, the parties will cooperate in agreeing and documenting appropriate arrangements between them for the purposes of Article 26 of the GDPR and:

- 16.3.1 shall make available to Data Subjects the essence of those arrangements;
- 16.3.2 acknowledge that Data Subjects may exercise their rights under the GDPR in respect of and against each party; and
- 16.3.3 agree to provide to each other such cooperation as may reasonably be required to assist the other party in compliance with its obligations under Article 26 of the GDPR.

16.4 If and to the extent that in its fulfilment of this agreement, Blue Crystal Residential Ltd will process data in relation to individuals on behalf of the Freeholder so that for the purposes of the Data Protection Legislation, the Freeholder is the controller and Blue Crystal Residential Ltd is the processor:

16.4.1 Blue Crystal Residential Ltd shall, in relation to any personal data processed on behalf of the Freeholder in connection with the performance of its obligations under this agreement:

- process that personal data only on the written instructions of the Freeholder unless Blue Crystal Residential Ltd is required by any Applicable Laws to otherwise process that personal data. The scope, nature and purpose of processing by Blue Crystal Residential Ltd is in respect of and for the purposes of Blue Crystal Residential Ltd providing the Services to the Freeholder in connection with this agreement, for the duration of this agreement and for a period of 6 years thereafter, or (i) such shorter period where the processing is no longer authorised or no longer necessary for the purpose of this agreement or for compliance with Applicable Laws,
- adhere to the security principles under the GDPR, and in particular ensure that appropriate organisation and technical measures are in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- ensure that all of its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- not transfer any personal data outside of the UK unless done so in accordance with the Data Protection Legislation;
- assist the Freeholder, at the Freeholder's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the Freeholder without undue delay on becoming aware of a personal data breach;
- promptly following the written direction of the Freeholder and at the Freeholder's cost, delete or return personal data and copies



thereof to the Freeholder on termination of the agreement unless required by any applicable law to store the personal data; and

- maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Freeholder or the Freeholder's designated auditor of such records and information.

16.4.2 The Freeholder consents to Blue Crystal Residential Ltd appointing each of its subcontractors and each contractor engaged to provide services in connection with the Property as a third party processor of personal data under this agreement. Blue Crystal Residential Ltd confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in clause 16.4.1. As between the Freeholder and Blue Crystal Residential Ltd, Blue Crystal Residential Ltd shall remain liable for all acts or omissions of any third party processor appointed by it pursuant to this clause.

17 Intellectual Property

Without prejudice to clause 13.6, all of Blue Crystal Residential Ltd's Intellectual Property Rights existing prior to the commencement of the Services (including in Blue Crystal Residential Ltd Materials), and any developments in or improvements to the same, shall be the property of Blue Crystal Residential Ltd (excluding for the avoidance of doubt any Intellectual Property Rights in any materials provided by the Freeholder).

18 Confidentiality

18.1 Neither party shall use or disclose to any person any confidential information about the business or affairs of the other party or any of its business contacts, or about any other confidential matters which may come to their knowledge in the course of or in connection with this agreement, except as is required for the performance of their obligations or exercise of their rights under this agreement. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the other party or any of its business contacts.

18.2 The restriction in clause 18.1 does not apply to:

18.2.1 any use or disclosure authorised by the other party or as required by law; or

18.2.2 any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure in breach of this clause.

19 Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (including acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil commotion or riots, war, threat of or preparation for war, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors; and interruption or failure of utility service).

20 Communication between the Parties

20.1 Any communication or instruction from the Freeholder to Blue Crystal Residential Ltd shall be made by a director or secretary of the Freeholder or person of equivalent executive authority.

20.2 Service of written communications shall be by first class post to the address shown on the front cover of this agreement, by fax or email (or such other address as one party may notify to the other in accordance with this clause). Notice to end this agreement shall be by registered or recorded delivery post only.



20.3 Any communication in writing will be deemed to have been served on the third working day after posting, faxing or emailing.

21 Entire Agreement

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

22 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23 Waiver

If either party at any time agrees to waive its rights under this agreement, then that waiver does not prevent the party insisting upon its rights at any other time.

24 Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25 Legal Jurisdiction

25.1 This agreement shall be governed by the law of England and Wales.

25.2 Each party agrees to abide by the exclusive jurisdiction of the courts of England and Wales over any claim arising from or in connection with this agreement.

26 The Property

[Provide detailed description here or refer to an attached document – as Appendix V]

Signed on behalf of the Freeholder.....

[Print name and position.....]

Signed on behalf of Blue Crystal Residential Ltd.....

[Print name and position.....]



APPENDIX I

FEE AGREEMENT

- The Term of this Agreement is as set out in clause 1.7 above.
 - The fee for the management services per annum Is+vat. Minimum fee of £2,250+vat applies.
- The Management Fee is payable for the services in Appendix II and is: (any out of pocket expenses are to be included)
- The Management Fee is to be paid in accordance with the agreement signed dates – paid quarterly in advance
- The Management Fee and any Additional Charges must be paid to Blue Crystal Residential Ltd in accordance with clauses 8 and 9 of the agreement.

APPENDIX II

THE SERVICES

DESCRIPTION	FREQUENCY
Opening and handling bank accounts.	As instructed
Preparing and sending out service charge estimates.	When service charge budget is due
Collecting service charges and reserve fund contributions including sending demands and associated summaries and any required statements.	As required or instructed
Processing payments relating to the Property within expenditure limits and funds available or as reasonable expediency shall dictate.	
Accounting for services charges.	Yearly
Providing information to accountants prior to the preparation of annual service charge accounts.	When instructed or acting as company secretary
Using best endeavours to collect current and on-going routine service charge arrears but not action requiring legal work or tribunals.	Unless instructed
Providing reasonable management information to the leaseholders.	When requested
Liaising with the Freeholder.	On a regular basis
Liaising with any recognised resident(s) association(s).	On a regular basis
Entering into and managing maintenance contracts on behalf of the Freeholder.	Via signing contract on behalf of the freeholder
Viewing, without the use of inspection equipment, the common parts of the Property to check condition and deal with any necessary repairs other than major repairs.	When instructed or notified



Preparing specifications and contracts for minor works and services such as cleaning, gardening, window cleaning and overseeing such works.	On a regular basis
Consultation with the Freeholder on management matters (and qualifying works).	On a regular basis
Consultation with the Freeholder on long-term agreements except for consultation on the appointment of a managing agent.	When deemed necessary or instructed
Engaging and supervising on behalf of the Freeholder site staff for the Property and dealing with all matters relating to their employment other than pension and Employment Tribunal matters.	When deemed necessary or instructed
Visiting the Property.	Once a year or necessary or instructed- property visit fee £120+VAT per visit



DESCRIPTION	FREQUENCY
Dealing with day-to-day lessee issues and reporting to and taking instruction from the Freeholder on lessees' dissatisfaction.	On a regular basis
Advising the Freeholder on all relevant legislative and regulatory issues and general interpretation of leases.	On a regular basis
Keeping records of residents and tenancy details where provided.	At all times
Advising and liaising with the Freeholder on management policy.	When deemed necessary



APPENDIX III

ADDITIONAL CHARGES

ADDITIONAL SERVICES	FREQUENCY	CHARGING BASIS where not included in the Services.
Any additional work entailed, where the information as listed in Appendix II is not forthcoming on the Takeover list.		No charge is applicable
Arranging buildings and other insurance and dealing with claims.		£120+VAT when an insurance review is requested
Providing copy documents including insurance policies, copies of invoices and receipts, for which there may be a charge.		No charge is applicable
Issuing demands for administration charges with associated summaries of rights.		£85+VAT
Credit Control Arrears		First Reminder Letter: £0 Second Reminder Letter: £85+VAT Solicitor letter before action: On Request
Providing a copy of a lease		£25+VAT
The collection of arrears existing at the time of takeover (excluding RTM).		No charge is applicable
The provision of leaseholder welcome packs or handbooks.		No charge is applicable
Fees for specialist advice on assessment of major repairs and decoration or other issues.		No charge is applicable
Negotiating with local and statutory authorities regarding operation or amendment or improvements to communal services as necessary.		No charge is applicable
Preparing specifications, obtaining tenders and supervising minor & major works.		10%+VAT project management fee of final contract value, minimum fee of £80+VAT applies
Holding annual meetings with residents if required.		No charge is applicable
Offering any vacant property for let.		Our lettings fee and contract would be applicable
Advising and providing information on the transfer of leases.		No charge is applicable
Responding to pre-contract sales enquiries.		£500+VAT
Advertising and recruiting site staff on behalf of the Freeholder.		£1000+VAT recruitment processing fee
Dealing with any pension issues relating to site staff.		TBA
Subletting, changes of use and handling requests for any necessary approvals, lease extensions and variations.		TBA



Preparing replacement cost assessment for insurance valuation purposes on buildings and landlord contents.		No charge is applicable
Preparing schedules of dilapidation or condition in respect of individual dwellings.		No charge is applicable
Supplying additional copies of the accounts and other documents.		No charge is applicable
Dealing with requests for improvements or alterations by lessees and related party wall matters.		£150+VAT
Responding to solicitors' re-mortgage/charge enquiries		£200+VAT
Setting up additional service charges		£300+VAT
Fees for obtaining specialist advice received from solicitors		No charge is applicable
Ordering and purchasing of items &/or furniture		10%+VAT project management fee of final contract value, minimum fee of £80+VAT applies
Administration of payments to contractors when a project is managed by directors		2%+VAT



ADDITIONAL SERVICES	FREQUENCY	CHARGING BASIS where not included in the Services.
Legal recovery of unpaid service charges or ground rents or action for non-compliance with leases including instructing solicitors and preparing for and attending Court/Tribunal.		TBA per each case
Carrying out appraisals of reserve funds including surveys of Property and reporting to Freeholder.		TBA
Preparing and monitoring major building works not covered by annual contracts, dealing with section 20 consultations, including serving the required notices, instructing and liaising with specialist consultants, inspecting work in progress, and handling retentions.		Section 20 Notice Fee: £500+VAT Major works project management fee 10%+VAT of final contract value Minor works project management fee 10%+vat of final contract value (minimum fee £80+VAT applies)
Preparing statutory accounts for submission to Companies House excluding audit if required.		Accountant is to be instructed to prepare statutory accounts
Company Secretarial Services: <ul style="list-style-type: none"> Acting as Company Secretary to the Freeholder Issuing membership or share certificates Calling annual general or extraordinary meetings: prepare notices, attend and take minutes. Adding and removing directors 		£350+VAT per annum company secretary role fee for up to 10 members Issue new share or certificate fee: £120+VAT Adding and removing a director fee: £100+VAT
Arranging venues for AGM's and GM's.		No charge is applicable
Attending meetings of directors.		No charge is applicable
Attending meetings outside of specified hours.		No charge is applicable
Filing statutory annual returns.		No charge is applicable
Providing any form of services to the Freeholder over and above this Agreement in relation to the exercise by the lessees of Enfranchisement, the Right to Manage or as the result of the Appointment of a Manager by a Tribunal.		TBA
Dealing with taxation issues relating to trust fund interest.		TBA
Any matters relating to rent reviews.		TBA
Answering lessee queries additional to those to be reasonably expected and where excess work arises due to this.		£120+VAT per hour
Providing detailed legal advice on any of the above.		TBA
Providing accommodation for meetings and inspection of documents and the facility to make photocopies.		TBA



APPENDIX IV

FIRE, HEALTH AND SAFETY

ADDITIONAL SERVICES	INCLUDED IN THE SERVICES OR ADDITIONAL CHARGE	FREQUENCY	CHARGING BASIS (where not included in the Services)
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to arrange a suitable and sufficient health and safety risk assessment in relation to the Property and the management of the Property.			Fee to be charged as advised by the assessor
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to arrange a suitable and sufficient fire risk assessment in relation to the Property and the management of the Property.			Fee to be charged as advised by assessor
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to undertake periodic health and safety inspections (but not specialist checks and tests).			No charge is applicable
Engage a person or persons with the necessary skills, knowledge, experience and behaviours to undertake periodic fire inspections (but not specialist checks and tests).			No charge is applicable
Implementing the arrangements that need to be taken for the effective planning, organisation, control, monitoring and review of the preventive and protective measures which have been identified in the health and safety risk assessment.			No charge is applicable
Implementing the arrangements that need to be taken for the effective planning, organisation, control, monitoring and review of the preventive and protective measures which have been identified in the fire risk assessment.			No charge is applicable



APPENDIX V

THE TAKEOVER AND HANDOVER LISTS

26.1 The Takeover List

The Parties hereby agree that the Freeholder shall ensure that the following records, documents and information shall be made available to Blue Crystal Residential Ltd in taking over management of the Property.

DESCRIPTION	TIMESCALE

26.2 The Handover List

The Parties hereby agree that Blue Crystal Residential Ltd on ceasing to manage the Property shall make available to the Freeholder the following records, documents and information.

DESCRIPTION	TIMESCALE

THE PROPERTY

- Copy of the LandCertificate.
- Plans and drawings if any of the site and buildings.
- Details of utilities and location of main stop-cocks etc.
- Details of any major works and long term agreements ongoing and copies of S.20 notices and responses given.
- Details of any major works and long term agreements planned and copies of any related S.20 notices and responses given.
- Details of plant, machinery and relevant documentation.
- Copies of statutory inspection reports.
- Arrangement for out of hours emergencies.

INSURANCE

- Contact details of current broker/insurers.
- Original of schedule and policy for the property.
- Details of most recent valuation of the property.
- Summary of claims history over past three years.
- Files on open insurance claims and agreement on who will handle such.
- Details of third party and employers liability (including current and all previous certificates for employers liability where employer is not changing).
- Originals of mechanical engineering insurance and the last three years' inspection reports.

CONTRACTS AND CONTRACTORS

- Details of all current contracts.



- Details of regular contractors used and the scope of their duties and payment terms.
- Details of any current warranties.

THE LEASEHOLDERS

- Originals or copies of all leases and deeds of variation and other licences etc.
- Copy of any current house rules.
- Details of any ongoing assignments.
- Names and contact details of all lessees, including those who are not resident.
- Details of any sub-let flats and their occupants.
- Schedule of ground rents payable.
- Schedule of service charge apportionments per unit.

LEGAL

- Details of any current disputes whether involving lessees, contractors or other parties.
- Details of any current or impending litigation whether for or against the Freeholder.
- Details of solicitors employed.

ACCOUNTING INFORMATION

- Certified service charge accounts for at least the last three years and preferably six years or longer.
- Copy of the current service charge budget.
- Bank statements relating to lessee and Freeholder monies for the property.
- A reconciled copy of the cash book.
- Service charge balances and statements.
- Paid contractors and suppliers invoices for the current period and previous years. (Note: The receipts and invoices to support service charges belong to landlord so, if the agent changes, all years held should be handed over. Tribunals can review charges made many years ago if a challenge is made by lessees.)
- Outstanding contractors and suppliers invoices.
- Reconciled trial balance and supporting schedules made up to the date of the handover.
- A cheque for the balance of funds in hand.
- Method of payment used by each lessee.
- Agreed payment plans for arrears if any.
- Copy correspondence about any outstanding arrears.

STAFF

- Copies of any contracts of employment along with job descriptions.
- A full record of each person's employment history.
- Details of any disciplinary action taken or other special circumstances.
- PAYE records for the current period and the previous years if appropriate.

MISCELLANEOUS

- Details of any guarantees.
- A full set of labelled keys, any spares and access codes and programming procedures.
- Copies of unanswered correspondence and other relevant enquiries.

HEALTH AND SAFETY

- Copy of any risk assessments carried out.
- Copy of any accident records.
- Copy of any asbestos register.
- CDM file if appropriate.

COMPANY INFORMATION

[Where a Resident Management Company or Right to Manage Company is the Freeholder - and subject to arrangements over the Company Secretarial role.]



- Copy of Memorandum & Articles of Association.
- The Books including minutes, stock transfer forms, Certificate of Incorporation, seal etc.
- Copies of previous annual returns.
- The last six years' (audited) accounts.
- All financial records and supporting documentation for the last six years.
- Details of accountants/auditors used.
- Details any Directors and Officers Liability Insurance.