

HML responsibilities

- 8.1 Manage the Property on behalf of the Client;
- 8.2 Open and operate client bank accounts on behalf of the Client so that all Client monies collected under trust are held in individually designated client accounts with Barclays Bank Plc and named “the Agent’ Client account and the nominated block/site name” as a trust account. Detailed records of all financial and other transactions are available for inspection by appointment at the office of the Agent. For the avoidance of doubt, the Agent will not create an overdrawn balance in the Client account;
- 8.3 prepare and send out applications for service charge payments (demands);
- 8.4 collect service/maintenance charges, contingency and future expenditure fund contributions, and any other payments due from leaseholders/freeholders of the Property, and hold such sums in accordance with the RICS Service Charge Residential Management Code and the ARMA Code of Conduct. Additional fees will be charged through the leaseholder/freeholder account for issue of reminders and debt collection processes;
- 8.5 process payments relating to the Property within expenditure limits and funds available or as reasonable expediency shall dictate;
- 8.6 provide information to accountants prior to the preparation of annual service charge accounts;
- 8.7 inspect without use of equipment, at the frequency specified in this agreement (monthly visits), such of the common parts of the Property as can be inspected safely and without undue difficulty to ascertain for the purpose of day-to-day management only the general condition of those common parts;
- 8.8 within the limits of the budgets and financial constraints set out in Clause 10 of this agreement, maintain and keep the Property in good repair, renewing and replacing any plant or equipment where necessary to keep the Property in good condition and the plant and equipment in good working order. This includes administering contracts for minor works and services such as cleaning, gardening, window cleaning and overseeing such works;
- 8.9 inform the Client where necessary to facilitate the Client’s compliance with their obligations in any lease, tenancy agreement or transfer granted in respect of the Property or any plot and/or parking space;
- 8.10 inform the Client on all relevant legislative and regulatory issues including qualifying long term agreements;
- 8.11 provide reasonable management information to the lessees/ freeholders;
- 8.12 inform the Client on routine health and safety matters (but not undertake specialist checks and tests which will be organised in consultation with the Client) and ensure appropriate risk assessments are in place;
- 8.13 to the extent that the Agent is able to do so from sums collected and retained, discharge the following costs pertaining to the obligation to the management of the Property:
 - a) Council Tax, general water sewage and other rate charge assessments, outgoings and charges for supply of utility services to the Property;
 - b) maintaining the Property in accordance with the other provisions of this agreement;
 - c) any sums reasonably necessary to be expended in respect of the Property in an emergency in accordance with the principles of good property management;
- 8.14 deal with day-to-day lessee/freeholder issues and report to and take instruction from the Client on lessee’s/freeholder’s dissatisfaction with the Services;
- 8.15 prepare and submit to the Client within a reasonable timeframe an annual estimate of future expenditure which shall form the basis of the operations for the management of the Property by the Agent, and the Agent shall arrange for, and where appropriate, assist in the preparation of the annual service charge accounts as well as managing their subsequent distribution;

- 8.16 notify the Client on any occasion where the Agent is unable to discharge any liability of the Client or to pay any sums pursuant to this agreement or is unable to instruct contractors in respect of works on account due to insufficient sums collected and retained by them;
- 8.17 administer routine contracts (to include day-to-day repairs and maintenance) and check demands for payment of goods, services, plant and equipment supplied for the benefit of the Property where the cost falls within the expenditure limits specified in this agreement;
- 8.18 to deal with all expenditure not covered by routine contracts up to the expenditure limit as detailed in this agreement;
- 8.19 arrange third party liability and other insurances in respect of the Property as may be required under the terms of any lease, transfer or tenancy of any flats, maisonettes or houses;
- 8.20 inform the Client when notices should be served;
- 8.21 maintain records of events and a register containing details of each lease, transfer or tenancy of all flats, maisonettes or houses in the estate or equivalent computer records and keep files of leases and other documents relating to the Property that have been supplied to the Agent (after 1 year, if necessary, archive as per the Schedule of Charges);
- 8.22 attend to routine enquiries from the Client or any tenant, tenants association, or the Client's accountant;
- 8.23 provide solicitors and others with information relating to the Property in connection with enquiries on sales and to either appoint solicitors to receive, or receive on the Client's behalf, notice of assignment or charge (for which reasonable fees would be chargeable to those applying for the information) in respect of any of the leases or transfers of any plots on behalf of the Client;
- 8.24 produce for inspection at the office of the Agent, on written demand by the Client and leaseholders/freeholders as appropriate, receipts or other evidence of expenditure, and provide VAT invoices (if any) in the form prescribed;
- 8.25 in circumstances where site staff are employed by the Client, engage for and on behalf of the Client (recruitment costs to be borne by the Client; employment contract to be between staff member and Client), staff, whether part-time or full-time, residential or not, and pay their remuneration, in accordance with agreed terms (withholding of PAYE Tax and National Insurance contributions) and, where appropriate, dismissal payment or redundancy pay from Client funds. Fees for payroll will be charged separately for this task.