

BIR/00FN/LAM/2020/0001

IN THE FIRST-TIER TRIBUNAL (Property Chamber)

LANDLORD AND TENANT ACT 1987 (Section 24(1))

**STOUGHTON COURT
24 STONEYGATE ROAD
LEICESTER
LEICESTERSHIRE
LE2 2AD**

**Applicants: Andrew Willis
Claire Simmonds**

**First Respondent: Stoughton Court RTM Company Limited
Second Respondent: Talvinder Singh Billen & Satbir Kaur Billen**

**Premises: Stoughton Court, 24 Stoneygate Road, Leicester LE2 2AD
(registered under Property Title Number(s): LT13402 and
LT14834)**

MANAGEMENT ORDER

Interpretations:

In This Order:

- a. **"The Act"** means the Landlord and Tenant Act 1987
- b. **"The Premises"** means Stoughton Court, 24, Stoneygate Road, Leicester LE2 2AD comprising all of the land and buildings included in the freehold titles referred to above
- c. **"Functions"** means functions in connection with the management of the Premises including any obligations 'and powers of either the Respondent or the Management Company under the Leases
- d. **"Landlord"** means Mr Talvinder Singh Billen and Mrs Satbir Kaur Billen and any successor in title to all or part of the freehold title of the Premises
- e. **"Leases"** means the leases vested in the Lessees
- f. **"Lessee"** means a tenant of a flat at the Premises holding under a long lease as defined by section 59(3) of the Act

- g. **"Management Company"** means the First Respondent and any successor in title or other person or company discharging the function of the Management Company given to it by and defined in any of the Leases
- h. **"the Manager"** means Lyndsey Cannon–Leach of Pennycuick Collins of 54 Hagley Road, Birmingham, B16 8PE
- i. **"the Respondent"** includes any successors in the freehold title of the Premises or the proprietor of any interest derived from or created out of the said freehold title and any person or company discharging the function of the Management Company named in the Leases
- j. **"Tribunal"** means the Property Chamber of the First-tier Tribunal.

PREAMBLE:

UPON the Applicants having applied on 25 February 2020 for the appointment of a manager under Part II of the Landlord and Tenant Act 1987

AND UPON the Tribunal being satisfied that the conditions specified in Section 24(2)(b) Landlord and Tenant Act 1987 are met, such that it is just and convenient to appoint a manager

IT IS ORDERED THAT:

1. Lyndsey Cannon-Leach of Pennycuick Collins of 54 Hagley Road, Birmingham B16 8PE is appointed as the Manager of the Premises pursuant to Section 24 of the Act.
2. For the duration of her appointment the Manager shall have the power to make quarterly variable estimated demands of the Lessees and owners of any freehold Units on the 1st January, 1st April, 1st July and 1st October on account of the service charge payable for the current year in addition to any estimated contributions to any Reserve Fund and any annual balancing charges, including an initial demand on account of the current quarter at or after the date of her appointment.
3. For the duration of her appointment, the Manager shall collect all reserved rents, service charges, interest and any other monies payable under the Leases. The Manager shall also use all reasonable endeavours to collect arrears of any of the foregoing. The Manager also has the power to collect all commercial rents being charged by the Landlord for use or occupation of the garage premises comprised in title number LT14834.

4. For the duration of her appointment the Manager shall carry out the management obligations of the Respondents in accordance with the provisions of the Leases and in particular and without prejudice to the generality of the foregoing and where applicable having regard to the particular terms of the Leases:
 - i. The Respondents obligations to provide services;
 - ii. The Respondents repair and maintenance obligations
 - iii. The Respondents obligations to perform duties and to make payments as provided in any of the Leases; and
 - iv. The Respondents power to grant consents under the Leases.

5. The Manager is entitled to appoint the firm of Weightmans LLP of St Philips Point, Birmingham B2 5AF or such other solicitors as she may in her absolute discretion decide, and such accountants, architects, surveyors and other professionally qualified persons as she may reasonably require to assist her in the performance of her functions having regard to the level of such professional costs in relation to the resources of the Estate and she will be entitled to recover the cost thereof from the Lessees through the service charge, provided that always such costs are reasonably incurred and that the services of such a person are of a reasonable standard, within the meaning of s19 of the Landlord and Tenant Act 1985.

6. For the duration of her appointment the Manager shall have the power:
 - i. In her own name or in the name of the First Respondent to bring any legal proceedings:
 - (a) for the recovery of arrears of rents, service charges, or other monies due under the Leases or to enforce the Lessees' covenants (being covenants other than for the payment of rent) under the Leases;
 - (b) to apply for a vesting order under section 1017 of the Companies act 2006 in respect of a lease dated 14 November 1980 made between First State Properties Limited (1) and Stoughton Court Management (Leicester) Ltd (2) (“the SCML Lease”);
 - (c) to protect the assets and enforce the rights of the First Respondent and the Lessees arising from the terms of the Leases and the SCML Lease;

- ii. To open and operate client bank accounts in relation to the management of the Premises and to invest monies pursuant to her appointment in any manner specified in the Service Charge Contributions (Authorised Investments) Order 1998 and to hold those funds pursuant to s.42 of the Landlord and Tenant Act 1987. The Manager shall deal separately with and shall distinguish between monies received pursuant to any reserve fund (whether under the provisions of the Leases (if any) or to powers given to her by this Order) and all other monies received pursuant to her appointment and shall keep in a separate bank account or accounts established for that purpose monies received on account of the reserve fund; and
- iii. To rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any Lessee or Freeholder owing sums of money under this Order.
- iv. To investigate and to take such action as may be appropriate to manage the service charge accounts and reserve funds including 'without prejudice to the generality of the foregoing to commence and pursue such claims as are appropriate in her own name or otherwise and if considered by the Manager to be appropriate to instruct accountants or auditors to audit the service charge accounts and/or reserve funds.
- v. To demand and collect the past and future estate rent charges from the owners of Lessees in accordance with the terms of the Leases and the covenants entered into by the Landlord or its predecessor in title including the power and to commence and pursue such claims as are appropriate in her own name or otherwise.
- vi. To ascertain the correct proportions of the estate costs to be recovered from Lessees or the Freeholder.
- vii. To grant and receive payments for lease extensions subject to the Respondent's prior approval, such approval not to be unreasonably withheld or delayed.
- 7. The Manager shall manage the Premises in accordance with:
 - i. The Directions of the Tribunal and the Schedule of Functions and Services and the Management Plan in Appendix B which are attached to this Order;
 - ii. All statutory requirements, including those set out in the Landlord and Tenant Act 1985 and the Landlord and Tenant Act 1987;

- iii. The duties of managers set out in the Service Charge Residential Manager Code ("the Code") as amended or revised from time to time or such other replacement code published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State pursuant to s87 of the Leasehold Reform Housing and Urban Development Act 1993; and
- iv. The Accounts Regulations as issued by the Royal Institution of Chartered Surveyors.
8. The Manager shall operate a complaints procedure in accordance with the requirements of the Royal Institution of Chartered Surveyors.
9. For the duration of the Manager's appointment, no other party shall be entitled to exercise a management function in respect of the Premises where the same is a responsibility of the Manager under this Order, save where the same has been lawfully delegated by the Manager in accordance with the terms of the lease.
10. The Respondents and the Lessees and any agents or servants thereof shall give reasonable assistance and cooperation to the Manager in pursuance of her duties and powers under this Order and shall not interfere or attempt to interfere with the exercise of any of her said duties and powers.
11. Without prejudice to the generality of the foregoing:
 - i. The Respondents whether by themselves, their servants, agents, or employees must use their best endeavours within 14 days of the date of this order or as soon thereafter as reasonably practicable to deliver to the Manager all such accounts, books, papers, memoranda, records, computer records, minutes, correspondence, emails, facsimile correspondence and other documents as are relevant to the management of the Premises as are within its custody, power or control together with any such as are in custody power or control of any of its respective agents, servants or employees (including those documents described in Appendix A to this Order) in which last case it shall respectively take all reasonable steps to procure delivery from such agents, servants or employees including paying such fees as such agents, servants or employees may be entitled to have as a condition for the release thereof.

- ii. Within 14 days of compliance with 11 (i) above the Manager shall decide in her absolute discretion which or any contracts she will assume the rights and liabilities under;
- iii. The Respondents shall whether by themselves, their servants, agents, or employees use their best endeavours within 14 days of the date of this order or as soon thereafter as reasonably practicable to deliver to the Manager all keys to electricity, gas, water and any other utility meters located in the Premises that are within their custody power or control. To this end and in so far as they are able, the Respondents shall give the Manager full access to the electricity, gas and water meters, fuse board and any other utility meters located in the Premises;
- iv. The Respondents shall whether by themselves, their servants, agents, or employees use their best endeavours to arrange to be provided within 14 days of the date of this order or as soon thereafter as reasonably practicable full details to the Manager of all sums of money they hold in the service charge fund and any reserve fund in relation to the Premises, including copies of all relevant bank statements and shall forthwith pay such sums to the Manager. If the Respondents shall thereafter receive any such sums under the Leases they shall forthwith pay such sums to the Manager without deduction or set-off;
- v. The rights and liabilities of the Respondents as Landlord and/or as Management Company respectively arising under any contracts of insurance relating to the Premises shall from the date hereof become rights and liabilities of the Manager;

and

- vi. The Manager shall be entitled to remuneration (which for the avoidance of doubt shall be recoverable as part of the service charges) in accordance with the Schedule of Functions and Services (and appendices) attached.
12. The Manager shall in the performance of her functions under this Order exercise the reasonable skill, care and diligence to be expected of a manager experienced in carrying out work of a similar scope and complexity to that required for the performance of the said functions and shall ensure she has personal and appropriate professional indemnity cover in the sum of at least £5,000,000 providing copies of the current cover note upon written request by any Lessee, Respondent or the Tribunal.

13. The Manager shall act fairly and impartially in her dealings in respect of the Premises.
14. The Manager shall by 4:00 pm on the date which is six months from the date of this Order prepare a written report for the Tribunal on the progress of the management of the Premises during the first 6 months of this order, and thereafter an annual report and shall provide copies to the Lessees and the Respondent.
15. This Order shall remain in force for 3 years from the date it is made or (if earlier) any variation or discharge by the Tribunal on the application of any person interested under Section 24(9) of the Act.
16. The Manager is directed forthwith to register this Order against the freehold estate registered under title number(s) LT13402 and LT14834 under Section 24(8) of the Act and in accordance with Land Registry Form N.
17. The obligations contained in this Order shall bind any successor in title to the Lessees or the Respondents and the existence and terms of this Order must be disclosed to any person seeking to acquire either a Lease (whether by assignment or fresh grant) or freehold.

Permission to apply

18. The Manager may apply to the Tribunal for further directions, in accordance with s.24(4), Landlord and Tenant Act 1987. Such directions may include, but are not limited to:
 - (a) Any failure by any party to comply with an obligation imposed by this Order;
 - (b) For directions generally; and
 - (c) Directions in the event that there are insufficient sums held by her to discharge her obligations under this Order and/or to pay her remuneration.

SCHEDULE OF FUNCTIONS AND SERVICES

FINANCIAL MANAGEMENT:

1. Prepare an annual service charge budget (consulting with the Lessees and Respondent as appropriate), administer the service charge and prepare and distribute appropriate service charge accounts to the Lessees under the terms of the Leases and to the Respondent.
2. Demand and collect service charges, insurance premiums and any other payments due from the Lessees in accordance with the terms of the Leases or from the freeholder.
3. Instruct solicitors to recover any unpaid service charges and any other monies due to the Respondent under the terms of the Leases or from other third parties.
4. Create and maintain the service charge reserve fund in accordance with the terms of the Leases.
5. Produce for inspection, within a reasonable time following a written demand by the Lessees or the Respondent relevant receipts or other evidence of expenditure and provide VAT invoices (if any).
6. Manage all outgoings from the funds received in accordance with this Order in respect of day-to-day maintenance and to pay bills.
7. Deal with all enquiries, reports, complaints and other correspondence with Lessees, solicitors, accountants and other professional persons in connection with matters arising from the day-to-day management of the Premises.

INSURANCE:

8. Take out on behalf of the Respondent and in accordance with the terms of the Leases an insurance policy in relation to the building and the contents of the common parts of the Premises and such other liabilities as the Manager reasonably determines with a reputable insurer, and provide a copy of the cover note to all Lessees and the Respondent.

9. Manage or provide for the management through a broker of any claims brought under the insurance policy taken out in respect of the Premises with the insurer.

REPAIRS AND MAINTENANCE:

10. Deal with all reasonable enquiries raised by the Lessees in relation to repair and maintenance work and instruct contractors to attend and rectify problems as necessary.
11. Administer contracts entered into on behalf of the Respondent in respect of the Premises and check demands for payment for goods, services, plant and equipment supplied in relation to such contracts.
12. Manage the common parts and service areas of the Premises, including the arrangement and supervision of maintenance.
13. Carry out regular inspections (at the Manager's discretion but not less than four per year) without use of equipment, to such of the common parts 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.

MAJOR WORKS:

14.
 - i. In addition to undertaking and arranging day-to-day maintenance and repairs, to arrange for the supervision of major works which are required to be carried out to the Premises (such as extensive interior or exterior redecoration or repairs required to be carried out under the terms of the Leases or other major works. Where it is necessary to prepare a specification of works, obtain competitive tenders, serve relevant notices on the Lessees and Respondents and supervise the works in question).
 - ii. In particular to undertake as soon as practicable a full health and safety review and an assessment of the gas and electrical supply to the Premises. This will include, but not be limited to a fire risk assessment, a water assessment, a lightning conductor assessment, the structural integrity of the fire escape, the condition of the house roof/valley gutters and the annexe roof covering and the carrying out of any, recommendations made as a result of these assessments and tests to ensure compliance.

ADMINISTRATION AND COMMUNICATION:

15. Deal promptly with all reasonable enquiries raised by the Lessees or the Respondent, including routine management enquiries from the Lessees, the Respondents or their solicitors.
16. Provide the Lessees and the Respondents with telephone, fax, postal and email contact details and complaints procedure.
17. Keep records regarding details of Lessees, agreements entered into by the Manager in relation to the Premises and any changes in Lessees.

UTILITIES:

18. To undertake a review of all services delivered and, where appropriate, rectify and re-apportion the costs of delivering these services in accordance with the terms of the Leases and the covenants entered into between the Landlord or its predecessor in title and the owners of the Freehold Units or their predecessors in title.

FEES:

19. Setup fee: £500.00 plus vat (plus additional hourly rate charge if required) as set out in Appendix 1 to this Schedule;

Annual fee: £3000.00 plus vat and disbursements as set out in Appendix 1 to this Schedule;

Additional fees: as set out in Appendix 2 to this schedule

APPENDIX 1 TO SCHEDULE OF FUNCTIONS AND SERVICES:

SET UP FEE

£500.00 plus vat To cover work in connection with the "setting up" of a new management together with reasonable charges for support staff, accountants etc. as may be required in connection with the setting up of a property including examining the history of the property and historical accounts on the strict understanding that accounts can only be prepared on the basis of information supplied, provided that should the work entailed exceed the specified fee when calculated on the basis of hourly rates as set out in clause 4 of Appendix 2 the Manager may charge for such additional time at the hourly rates set out in clause 4 of Appendix 2.

STANDARD FEE FOR SERVICE CHARGE ADMINISTRATION:

£300.00 plus VAT per unit which equates to £3,000.00 plus vat for Stoughton Court and disbursements per annum to cover Property Management of a regular nature. The Manager shall be entitled to review and increase the said fee in each year in accordance with clause 5 of Appendix 2 below during the continuance of the appointment and upon each anniversary thereof unless directed otherwise by the Tribunal.

"To include:

- i. Collect service charges to include preparation and sending of initial demand(s) at the frequency required in accordance with the terms of the lease or this Order to include reminder and second reminder.
- ii. Pay for general maintenance out of maintenance charges/rents paid or received for this purpose.
- iii. Produce annual estimates of expenditure and reserves.
- iv. Administer funds and obtain records in relation to same and to hold such funds within properly constituted accounts according to legislation.
- v. Produce to the appointed Accountant income and expenditure details together with all supporting documents including bank statements for the preparation of annual accounts and circulate the annual accounts when prepared by the appointed Accountant to the Leaseholders, Tenants, Residents and Respondent — as appropriate.
- vi. Administer building and other insurances and retain any commissions received in respect of same to be deducted at source.

- vii. Manage maintenance contracts in respect of such matters as fire alarm and emergency lighting systems inspections and servicing.
- viii. Inspect the common parts four times per annum (any additional inspections or visits which the Manager considers necessary or reasonably required being charged at the hourly rate set out in clause 4 of Appendix 2 to this schedule) on the strict understanding that such inspections are not intended to result in the preparation of any schedules of dilapidations or works to the building. Such inspections shall be limited to visual inspections only of the common parts of the building effected from convenient safe positions.
- ix. Deal with reasonable enquiries from Lessees but not to the extent of becoming engaged in extensive correspondence.
- x. Deal with repairs to the common parts, plant, fixtures and fittings up to a maximum cost of £2,500 (inc VAT) for any one event subject to the requirements of s20 LTA 1985 (as amended).
- xi. Maintain tenancy records including that of under-letting tenants.
- xii. Deal with the enforcement of Lease covenants where breaches affect other tenants or the property generally but not to the extent of becoming engaged in extensive correspondence.

APPENDIX 2 TO SCHEDULE OF FUNCTIONS AND SERVICES:

FEEES FOR ADDITIONAL SERVICES:

1. In so far as not covered by the Set Up Fee or Standard Fee set out in Appendix 1, management of a non-regular or non-recurring nature including acting in a Surveyor's capacity including but not limited to:
 - i. Revising estimates of service charge expenditure if required more frequently than on an annual basis.
 - ii. Instructing or dealing with a Building Surveyor, Solicitor or Lessees or Lessees Association or Grant Applications or representations to a Local Authority beyond reasonable correspondence and responding to pre-contract enquiries
 - iii. Giving evidence at Court on recovery of unpaid rents or other charges or in connection with the property generally to include evidence to a Leasehold Valuation Tribunal and the time expended in preparing any submission or evidence to any person or firm rightly requiring same.
 - iv. Advising on rating, planning, improvements, the making of applications for grants, dealing with insurance claims (other than notifying insurers of claims and forwarding estimates in respect of same) and valuations.
 - v. Preparing replacement cost/re-building cost assessments for insurance purposes.
 - vi. Receiving and considering leaseholders/tenants applications for alterations.
 - vii. Giving advice in connection with assignments, sub-letting and change of use.
 - viii. Making submissions to the First-tier Tribunal (Property Chamber).
 - ix. Preparing schedules of dilapidations.
 - x. Arranging lettings, tenancy renewals, negotiating rent reviews and negotiating premiums for lease variations.
 - xi. Preparing agreements and checking inventories.

- xii. Copying documents to include insurance policies and accounts.
 - xiii. For time expended in working with and employing specialist advisors, Surveyors, Engineers, Solicitors or other Consultants (in so far as not covered by the fee payable under clause 3 below).
 - xiv. Any correspondence or time engaged after the process as detailed in paragraph (i) of Appendix 1 has been concluded shall be chargeable by the Manager subject to any determination as to reasonableness and subject to the Manager taking reasonable steps to recover any charges from the defaulting lessee although the Manager shall not be obliged to engage Solicitors for this purpose or to enter into litigation.
 - xv. Attending any 'special meetings' or meetings outside of normal business hours and any attendance at the property in excess of those attendances included within the standard fee or any other fee.
 - xvi. Responding to Solicitors enquiries of Managing Agents relevant to the proposed sale of a Flat/Property and correspondence at any time beyond the level of what is considered reasonable in the circumstances.
 - xvii. Any other functions or services provided under the term considered reasonable in the circumstances.
 - xviii. Any other functions or services provided under the terms of this Order which are not covered by the Set Up Fee or Standard Fee or any other specific fee in the Order including its schedule and appendices
- the Manager shall charge hourly rates in accordance with paragraph 4 herein unless otherwise stated
2. On transfer of a leasehold property to a new lessee or closing existing file and preparing new file and corresponding with solicitors and introduction – hourly rate fees in accordance with paragraph 4 (below).
 3. Instructing surveyors, architects or other appropriate persons in the preparation of specifications or schedules of work, obtaining tenders and contract administration for major works over £2,500.00 (inc VAT) but excluding the fees of any architect, surveyor or other appropriate person instructed in the preparation of specification and schedule of works, such

fees to include where required, the preparation and service of any notices pursuant to Section 20 of the LTA 1985 (as amended).

4. The hourly rate shall be £195.00 plus VAT for the Manager or a Principal, £110.00 plus VAT for a Property Manager and £140.00 plus VAT for a Surveyor. Disbursements shall be paid in addition.
5. All fees herein or any of them may be reviewed annually by the Manager. In default of agreement with the Lessees and Owners of the Freehold Units, the Manager shall be at liberty upon the giving of 14 days written notice to increase the fees in line with the relevant annual level of increase in the RPI since the date the previous fees payable were set.

APPENDIX A TO THE MANAGEMENT ORDER

SCHEDULE OF INFORMATION REQUIRED FROM PREVIOUS MANAGING AGENTS

1. Copy lease for all flats (or if all of the leases are in identical form a single lease will be sufficient).
2. Details of the lessees, their correspondence addresses together with contact telephone numbers, if possible, and email addresses.
3. Details of any under-lettings with the name of the tenant(s) and contact details if possible together with the names of the letting agents – if applicable.
4. Copy or original of notice of under-letting (if required pursuant to the lease) for each under-letting.
5. Details of any guaranteed works (rising/penetrating damp treatments, roof coverings etc.).
6. Details of any contractually maintained systems including fire alarm, emergency lighting systems, door entry phone systems, television aerial installations, communal boilers, fire extinguisher maintenance contracts, estate maintenance contracts etc together with copy contracts.
7. Copies of the last five years' accounts.
8. Copies of all employers' liability certificates (there is an obligation to maintain these records for a period of 60 years).
9. Details of lessee's current maintenance charge positions (i.e. arrears/credits, date and amount of most recent maintenance charge demand).
10. Details of reserve fund balances and details of any arrears of contributions to same.
11. Details of any ongoing contracts such as cleaning, fire alarm and emergency light systems.
12. Details of any works proposed and already programmed including copies of all relevant Section 20 Notices (Landlord & Tenant Act 198 (as amended)).

13. Copies or originals of all Section 20 Notices relating to previously performed relevant works.
14. Details of any outstanding urgent works.
15. A fully made copy of the current insurance schedule and policy together with the name of the Broker (if applicable).
16. The date when the exterior of the property was last decorated and similarly in relation to the internal common parts.
17. A) Details of any ongoing insurance claims.
B) A copy of the most recent insurance valuation for the building.
18. The common parts Risk Assessment.
19. A) The common parts Asbestos Survey.
B) Asbestos Risk Assessment & Method Statement.
C) Regulatory Reform (Fire Safety) Order 2005 — Fire Risk Assessment.
D) The most recent "Periodic Examination" of the common way electrical wiring installation.
E) A tree management survey and risk assessment.
F) A planned maintenance programme (if any).
G) Any other relevant surveys or reports.
20. An up to date closing account.
21. The name of the Accountant responsible for the preparation/certification of the service charge accounts.
22. A cheque for the credit balance held payable to Pennycuik Collins.

Appendix B

MANAGEMENT PLAN

1. **Contact Lessees**

The Manager proposes to write to all lessees to confirm her appointment as soon as possible after the appointment.

2. **Service Charge Apportionments**

The Manager proposes to develop and finalise a draft "budget and estimated expenditure" to ensure that the percentages utilised properly reflect the lease and the number of units.

And where required, would engage other appropriate specialist advisors experienced in such matters to advise on the apportionment of liability and seek to have this agreed with the lessees.

3. **Contractor Details and Statutory Reports**

The Manager proposes to obtain from the former managing agents, full details of lessees, contractors, etc all in accordance with the schedule in particular, identify the existence of the undernoted :

- a) A current report pursuant to the Regulatory Reform (Fire Safety) Order 2005.
- b) An asbestos test and report.
- c) A comprehensive health & safety risk assessment for the building and the estate.
- d) A "common parts" electrical installation test.
- e) A risk assessment of the estate trees and management plan in accordance with the Occupiers Liability Act 1,957 (as amended) and The Health & Safety at Work Act 1974.
- f) A current gas safety test certificate (where applicable).
- g) Any other relevant reports, copy or original contracts for the supply of goods and services.

It would be the Manager's intention to review all supplier's contracts in order to ensure that all appropriate liability insurance is in place, that contractors have generic health & safety policies and that appropriate site

specific risk assessments are included. Where necessary she will obtain further competitive estimates.

5. **Specialist Assistance:**

In the event of any of the appropriate reports as specified in 3 (above) or any other relevant reports not being available these will be commissioned and acted upon accordingly.

6. **Introduction to Lessees:**

The manager proposes to have a meeting with the residents as soon as possible to explain her appointment and discuss with them the budget, surveys and planned maintenance.

The Manager would then anticipate holding a further meeting each half year to ensure that the residents are properly informed. The meeting to be held during normal working hours.

7. **Insurance**

The Manager proposes to commission a reinstatement valuation as quickly as possible and review the sum insured accordingly. The Manager to apply an hourly rate for insurance claim handling but not simply for the supply of claim forms and return of same when completed to the insurers/brokers.

8. **Service Charge Arrears**

Service charge arrears will be dealt with in accordance with the terms of the lease and the timeframes as stipulated therein. All service charge demands will comply with the various requirements and in the Manager's name.

9. **Major Works**

The Manager proposes to review and implement a programme of major works.

10. **Enforcement of Lease Covenants**

The Manager proposes to review the reported breaches of lease covenants and/or other building and safety regulations and to instruct appropriate advisors and to act accordingly to remedy any breaches.