



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : LON/00AW/LAM/2023/0009

Property : 117 Holland Road, Kensington,
London W14 8AS

Applicant : Veronica Senior (Flat A)

Respondent : Estmanco (Holland Road) Ltd

Interested Parties : (1) Kripa Desai (Flat B)
(2) Bharania Commercial Real Estate
Ltd (Flat C)
(3) Woldtown Ltd (Flat D)
(4) Katarina Vanda Csillagh (Flat E)

Type of application : Appointment of Manager

Proposed Manager : Anna Sanhedrin Wieczkowski

Tribunal : Judge Nicol
Ms SL Phillips MRICS
Mr J E Francis

**Date and venue of
Hearing** : 19th April 2024
10 Alfred Place, London WC1E 7LR

Date of decision : 19th April 2024

DECISION

(1) In accordance with section 24 of the Landlord and Tenant Act 1987, the Tribunal appoints **Ms Anna Sanhedrin Wieczkowski** as Manager of the property at **117 Holland Road, Kensington, London W14 8AS** for a period of **3 years** on the terms of the Order attached hereto.

(2) The Respondent shall reimburse the Applicant her Tribunal fees of £300.

Relevant legal provisions are set out in the Appendix to this decision.

- b) Flats are being let through AirBnB and the residents are causing a nuisance, including by excessive noise and littering with objects such as condoms and cigarette butts, but no action is being taken against this.
 - c) Other lets have been made on terms inconsistent with the lease.
 - d) Service charge budgets were set without any consultation.
 - e) Service charge demands were not sent out for 2022-23.
 - f) The advance service charge demands have been excessive relative to previous years.
 - g) The building reinstatement value was over-estimated so insurance premiums were excessive.
 - h) Lessees who purchased their flats recently have not been charged any service charges.
 - i) Damp penetration and drainage problems have not been addressed.
9. In the absence of any other party, the Tribunal was unable to explore the veracity of these allegations. However, the Applicant came across as genuine, truthful and moderate. The Tribunal is satisfied that the Respondent is failing to manage the property in accordance with the leases. It is clear beyond any doubt that it is just and convenient for the Tribunal to appoint its own manager of the property.
10. The proposed manager, Ms Sanhedrin-Wieczkowski, was able to expand on her CV and management plan (included in the bundle) and answer questions from the Tribunal members. She came across well and the Tribunal agrees with the summary contained in one of the 3 previous decisions appointing her as manager (Lytton House LON/ooAN/LAM/2020/0002):
- she has long experience in the construction industry. The company [Brackenbury Property Management Ltd] is IRPM registered, and she has a particular expertise, as a member of the Institute of Occupational Safety and Health. The company has proper Indemnity Insurance (£1,000,000) and maintains separate bank accounts for each property it manages. The company has 45 different properties with which she is involved in West London, some of them very large properties (one a development of 180 flats). Her offices are very local and she has a tried and tested list of local contractors whose work she trusts.
11. Ms Sanhedrin-Wieczkowski explained that two of her appointments had come to an end after a successful 3 years of her management, with her being appointed by the parties to continue her management at one of the properties. The third will end within a few months but, while she feels she has carried out the essential tasks, 2 of the 3 lessees have been abusive and unco-operative so she will be relieved when it comes to an end. Despite this experience, she still enjoys the satisfaction from turning a building around as a Tribunal-appointed manager.
12. In the circumstances, the Tribunal is satisfied that Ms Sanhedrin-Wieczkowski is a suitable appointee as Manager of the subject property.

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

- or
 - (b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.
- (2ZA) In this section "relevant person" means a person—
 - (a) on whom a notice has been served under section 22, or
 - (b) in the case of whom the requirement to serve a notice under that section has been dispensed with by an order under subsection (3) of that section.
- (2A) For the purposes of subsection (2)(ab) a service charge shall be taken to be unreasonable—
 - (a) if the amount is unreasonable having regard to the items for which it is payable,
 - (b) if the items for which it is payable are of an unnecessarily high standard, or
 - (c) if the items for which it is payable are of an insufficient standard with the result that additional service charges are or may be incurred.

In that provision and this subsection "service charge" means a service charge within the meaning of section 18(1) of the Landlord and Tenant Act 1985, other than one excluded from that section by section 27 of that Act (rent of dwelling registered and not entered as variable).
- (2B) In subsection (2)(aba) "variable administration charge" has the meaning given by paragraph 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
- (3) The premises in respect of which an order is made under this section may, if the tribunal thinks fit, be either more or less extensive than the premises specified in the application on which the order is made.
- (4) An order under this section may make provision with respect to—
 - (a) such matters relating to the exercise by the manager of his functions under the order, and
 - (b) such incidental or ancillary matters,

as the tribunal thinks fit; and, on any subsequent application made for the purpose by the manager, the tribunal may give him directions with respect to any such matters.
- (5) Without prejudice to the generality of subsection (4), an order under this section may provide—
 - (a) for rights and liabilities arising under contracts to which the manager is not a party to become rights and liabilities of the manager;
 - (b) for the manager to be entitled to prosecute claims in respect of causes of action (whether contractual or tortious) accruing before or after the date of his appointment;
 - (c) for remuneration to be paid to the manager by any relevant person, or by the tenants of the premises in respect of which the order is made or by all or any of those persons;
 - (d) for the manager's functions to be exercisable by him (subject to subsection (9)) either during a specified period or without limit of time.



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Type of application : Appointment of Manager

Proposed Manager : Anna Sanhedrin Wieczkowski

Tribunal : Judge Nicol
Ms SL Phillips MRICS
Mr J E Francis

Date of Order : 19th April 2024

MANAGEMENT ORDER

Interpretation

1. In this Order:

“The Property” means the flats and other premises known as **117 Holland Road, Kensington, London W14 8AS** and shall include the building, outhouses, gardens, amenity space, drives, pathways, landscaped areas, flower beds, passages, bin-stores, common parts,

7. From the date this Order comes into effect, no other party shall be entitled to exercise a management function in respect of the Property where the same is the responsibility of the Manager under this Order.
8. The tribunal requires the Manager to act fairly and impartially in the performance of their functions under this Order and with the skill, care and diligence to be reasonably 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.
9. The Manager or any other interested person may apply to vary or discharge this Order pursuant to the provisions of section 24(9) of the Act.
10. The Tribunal may, upon receipt of information or notification of change of circumstances, issue directions to the parties, or any other interested person, concerning the operation of this Order, both during its term, and after its expiry.
11. Any application to extend or renew this Order **must** be made before the end date, preferably at least three months before that date, and supported by a brief report of the management of the Property during the period of the appointment. Where an application for an extension or renewal is made prior to the end date, then the Manager's appointment will continue until that application has been finally determined.
12. The Manager is appointed to take all decisions about the management of the Property necessary to achieve the purposes of this Order. If the Manager is unable to decide what course to take, the Manager may apply to the Tribunal for further directions, in accordance with section 24(4), Landlord and Tenant Act 1987. Circumstances in which a request for such directions may be appropriate include, but are not limited to:
 - (a) a serious or persistent failure by any party to comply with an obligation imposed by this Order;
 - (b) circumstances where there are insufficient sums held by the Manager to discharge their obligations under this Order and/or for the parties to pay the Manager's remuneration; and
 - (c) where the Manager is in doubt as to the proper construction and meaning of this Order.

Contracts

13. Rights and liabilities arising under contracts, including any contract of insurance and/or any contract for the provision of any services to the Property, to which the Manager is not a party, but which are relevant to the management of the Property, shall upon the date of appointment become rights and liabilities of the Manager, save that:
 - (a) the Landlord shall indemnify the Manager for any liabilities arising before commencement of this Order; and

20. The Tenants are responsible for payment of the Managers' fees, which are payable under the provisions of this Order but which may be collected under the service charge mechanisms of their Leases.

21. The sums payable are:

- (a) an annual fee of £360 per flat for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
- (b) any additional fees contained in the Manager's standard terms exhibited as a schedule to this Order for the duties set out in paragraph 3.5 of the RICS Code (so far as applicable); and
- (c) VAT on the above fees.

Ground Rent and Service charge

22. The Manager shall collect the ground rents payable under the residential Leases.

23. The Manager shall collect all service charges and insurance premium contributions payable under the Leases, in accordance with the terms and mechanisms in the Leases.

24. Whether or not the terms of any Lease so provides, the Manager shall have the authority to:

- (a) demand payments in advance and balancing payments at the end of the accounting year;
- (b) establish a sinking fund to meet the Landlord's obligations under the Leases;
- (c) allocate credits of service charge due to Tenants at the end of the accounting year to the sinking fund;
- (d) alter the accounting year and to collect arrears of service charge and insurance that have accrued before their appointment.

25. To ensure that the Manager has adequate funds to manage the Property, the Manager may immediately collect £500 from each Tenant. Any sum demanded by the Manager shall be payable within 28 days.]

26. The Manager is entitled to recover through the service charge the reasonable cost and fees of any surveyors, architects, solicitors, counsel, and other professional persons or firms, incurred by them whilst carrying out their functions under the Order.

Administration Charges

27. The Manager may recover administration charges from individual Tenants for their costs incurred in collecting ground rent, service charges

and shall not interfere or attempt to interfere with the exercise of any of the Manager's said rights, duties or powers except by due process of law.

35. The Landlord is to allow the Manager and their employees and agents access to all parts of the Property and must provide keys, passwords, and any other documents or information necessary for the practical management of the Property in order that the Manager might conveniently perform their functions and duties, and exercise their powers under this Order.
36. Within 28 days from the date of this Order the Landlord, whether through Michael Carrington Property Management Ltd or otherwise, must provide all necessary information to the Manager to provide for an orderly transfer of responsibilities, to include the transfer of:
 - (a) all accounts, books and records relating to the Property, including a complete record of all unpaid service charges; and
 - (b) all funds relating to the Property including uncommitted service charges and any monies standing to the credit of a reserve or sinking fund.

DIRECTIONS TO MANAGER

37. The Manager must adhere to the terms of the Order above.

Entry of a Form L restriction in the Register of the Landlord's Registered Estate

38. To protect the direction in paragraph 33 for procurement by the Landlord, of a direct covenant with the Manager, **the Manager must apply** for the entry of the following restriction in the register of the Landlord's estate:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be completed by registration without a certificate signed by the applicant for registration [or their conveyancer] that the provisions of paragraph 33 of an Order of the Tribunal dated 19th April 2024 have been complied with"

Registration

The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 38, within 21 days of the date of this Order.

- (a) prepare and submit to the Landlord and the Tenants an annual statement of account detailing all monies receivable, received and expended. The accounts are to be certified by the external auditor, if required under the Leases;
- (b) maintain efficient records and books of account and to produce these for inspection, to include receipts or other evidence of expenditure, upon request by the Landlord or a Tenant under section 22 Landlord and Tenant Act 1985;
- (c) maintain on trust in an interest-bearing account at such bank or building society, as the Manager shall from time to time decide, into which ground rent, service charge contributions, Insurance Rent, and all other monies arising under the Leases shall be paid; and
- (d) hold all monies collected in accordance with the provisions of the Code.

Repairs and maintenance

45. The Manager must:

- (a) by 22nd July 2024 draw up a planned maintenance programme for the period of the appointment, allowing for the periodic re-decoration and repair of the exterior and interior common parts of the Property, as well as any roads, accessways, mechanical, electrical and other installations serving the Property, and shall send a copy to every Tenant and to the Landlord;
- (b) subject to receiving sufficient prior funds:
 - (i) carry out all required repair and maintenance required at the Property, in accordance with the Landlord's covenants in the Leases, including instructing contractors to attend and rectify problems, and is entitled to recover the cost of doing so as service charge payable under the Leases or in accordance with the Order.
 - (ii) arrange and supervise any required major works to the Property, including preparing a specification of works and obtaining competitive tenders.
- (c) liaise with all relevant statutory bodies in the carrying out of their management functions under the Order; and
- (d) ensure that the Landlord, and the Tenants, are consulted on any planned and major works to the Property and to give proper regard to their views.

Schedule of Additional Fees

Terms of appointment for managing a block of flats**SECTION A – BASIC TERMS**

The Client appoints the Agent to be its Agent to perform the Service and the Agent accepts such appointment.

These terms of appointment shall take effect subject to the variations set out in clause T.

A Date of this agreement: _____

B The Client: _____
(name and registered office or address) Estmanco (Holland Road) Limited
Malt Barn Cottage, Weavers Hill, Angmering, West Sussex,
BN16 4BE
Registered number: 01505534
Tel. no: _____
Fax no: _____
Email: _____

C The Agent: _____
(name and address) Brackenbury Property Management Ltd
59 Glenthorne Road
London W6 0LJ
Registered number: 0933 1909
Tel. no: 0775 111 7935
Fax no: _____
Email: info@brackenbury-management.co.uk

D The Building _____
(address(es)/description and land registry title number) 117 Holland Road, Kensington, London W14 8AS
Title number BGL11524

Terms of appointment for managing a block of flats

S Basic Fee (Clause 5.1): ~~Agreed setting up fee of £500.00 payable in the event of the appointment being terminated by the Client within 12 months from commencement of the Agreement~~

a Fixed Fee of £1,800.00 (plus vat) per annum will be paid in advance

For Section 20 Consultation works a fee equal to 2% for administration and 10% for project management (if requested) of the total value of the contracted works will be charged

The Agent shall not be entitled to retain any commission received by him or her in respect of the Building, without the approval of the Client.

Additional Charge Rates (Clause 5.2): The hourly rates for additional work charged by the hour to be £45.00 for admin staff

Additional Charge Limit (Clause 2.2): £300.00 per quarter

Allowance per mile for car travel (Clause 5.2): £0.00 (FOC)

Annual Rate Review Date (Clause 5.4): _____

Commission Fee (Clause 8.7): 0% of purchase price

T Variations to Section B – Standard Terms

SECTION B – STANDARD TERMS

1. The Service

- 1.1. The Agent accepts in consideration of the Basic Fee the following obligations in respect of the Building to be performed as Agent of the Client with reasonable skill and care in accordance with the principles of good estate management for the Term and thereafter until terminated by either party giving the other party written Notice of not less than the period specified in clause K above:

1.1.1. *Collect service charges*

To send demands and statements of account (in accordance with the requirements of section 21b of the *Landlord and Tenant Act 1985*) to the Lessees in respect of the charges incurred, including Agent's fees, in managing the Building (the "Service Charges") to the standard agreed between the Client and the Agent. To use reasonable endeavours to collect the Service Charges and any arrears and interest payable including instructing, with the Client's consent and at the Client's expense, solicitors or debt recovery agents, subject to any statutory procedures that need to be followed. For the avoidance of doubt the Agent is not liable for any failure on the part of the Lessees to pay Service Charges in whole or in part.

1.1.2. *Collect ground rent*

To send demands and statements of account (in accordance with the requirements of section 47 of the *Landlord and Tenant Act 1987*) to the Lessees in respect of ground rent payable under the terms of the Lease. To use reasonable endeavours to collect ground rent and any arrears and interest payable including instructing, with the Client's consent and at the Client's expense, solicitors or debt recovery agents, subject to any statutory procedures that need to be followed. For the avoidance of doubt the Agent is not liable for any failure on the part of the Lessees to pay ground rent in whole or in part.

1.1.3. *Notify overdue payments*

To report to the Client from time to time as to sums overdue from Lessees.

1.1.4. *Expenditure*

To pay (but only to the extent that the Agent is properly able to do so out of sums held) the following liabilities:

- (a) any taxes, general, water, sewerage and other rates, charges, assessments and outgoings, and charges for supply of utility services to or relating to the Common Parts;
- (b) insurance premiums for the Common Parts, the structure and fabric of the Building and any necessary third party liability;
- (c) the cost of maintaining the Building;
- (d) costs incurred in connection with persons employed;
- (e) sums due under any service contract;
- (f) any sums reasonably to be expended in an emergency;
- (g) the fees due to the Agent;
- (h) any bank charges; and
- (i) any other liability arising in the usual course of management;

provided always that (subject to clause 1.2.18) the Agent shall only apply funds obtained from Lessees under the terms of any Lease to expenditure permitted by said Lease and shall not be required to expend any funds or settle any account if it has not been provided with the funds to do so either by way of Service Charge payments from the Lessees or by the Client

1.1.5. *Visits*

- (a) To visit the Building at the frequency set out in clause L above to identify all obviously necessary works of repair and maintenance. The Agent will only carry out a visual inspection and will not carry out any exposure works or use any specialist equipment and will not be able to identify any work that is not apparent on a cursory inspection.
- (b) To arrange such periodic health and safety, and fire risk assessments as the Agent shall reasonably consider are necessary (but the Agent is not required to advise on health and safety and fire risk assessment).

1.1.6. *Notification of repairs in excess of the Agreed Expenditure Limit*

Except in case of emergency, and subject to clause 1.2 below, to notify the Client of all reasonably necessary works of repair and maintenance estimated to cost more than the Agreed Expenditure Limit of which the Agent is aware and (following agreement of the Agent's responsibilities and Additional Charges) to obtain at least two estimates from competent contractors for the works and refer them to the Client. Upon

Initials []

Terms of appointment for managing a block of flats

- (c) To ensure that all information (including computer records) are secure and to comply with the *Data Protection Act 1998* and to indemnify the Client against all claims and legal costs arising in respect of failure to comply with this obligation.
- 1.1.18. *Dealings with Lessees*
To the extent that the Agent shall consider appropriate or as required by law:
- (a) To deal with any reasonable enquiries made by Lessees, any Lessees' association, or prospective Lessees, or their respective professional advisers relating to the Building.
- (b) Subject to the Client complying with clause 4.1, to respond to any requests for service charge information from Lessees in accordance with section 21 of the *Landlord & Tenant Act 1985* and to supply any documents requested pursuant to section 22 of the Act.
- (c) To consult with any residents' or Lessees' association.
- 1.1.19. *Breaches of Lessees' obligations*
Upon the Agent becoming aware of a breach of the Lessees' obligations, to notify the Client of any apparent breach of any Lease or of any unlawful or suspicious acts relating to use or occupation and in all such cases to seek instructions from the Client before demanding or accepting rent or other sums due under any relevant Lease or otherwise treating such Lease as subsisting.
- 1.1.20. *Compliance with legislation*
In carrying out the Service, to comply with the provisions of all statutes and subordinate legislation and any codes of management practice required or provided for under any such legislation.
- 1.1.21. *Legal proceedings*
Where legal action is required to enforce or comply with any rights of or obligations owed to the Client, to notify the Client as soon as practical and on receiving the Client's instructions to do so to instruct the Client's solicitors (or if none have been notified to the Agent other solicitors believed by the Agent to have the appropriate expertise) to act as they may advise at the Client's own expense.
- 1.2. *Section 20 consultation works*
The Agent will undertake works that may be subject to the *Landlord and Tenant Act 1985* section 20 consultation requirements.
- 1.3. *Use of contractors*
- 1.3.1. *Liability for contractors*
Any contractor instructed by the Agent, whether to carry out inspections, repairs or for any other reason, will be instructed on behalf of the Client. The Client will have ultimate responsibility for meeting the contractor's invoice notwithstanding any agreement made between the Client and Agent for the Agent to pay such invoices on the Client's behalf. The Agent will not be liable for any failure or negligence of the contractor save to the extent that such failure or negligence was the result of the Agent's own negligence.
- 1.3.2. *Referral fee*
The Agent may receive referral fees for referral of the Client's business to specific contractors. Details of any specific arrangement are available upon written request.
- 1.3.3. *Connected businesses*
The Agent or its employees may have a personal connection or business relationship with specific contractors instructed on the Client's behalf. Details of any specific connection or relationship are available upon written request.
- 1.4. *Employment contracts*
The Client will be responsible for providing any necessary training that the Agent considers appropriate for any staff and will allow the Agent to seek such specialist advice as the Agent shall in its sole discretion deem necessary at the Client's expense. Such advice will include but is not limited to health and safety records, pay, taxation, Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) and discrimination law.
- 1.5 *Appendix 1*
Forms part of this contract

Terms of appointment for managing a block of flats

Service and to pay the Agent at the Additional Charge Rates for any work occasioned by any failure to do so.

- 4.1.2. To keep the Agent fully updated with any information relevant to the Building or Flats from time to time.
- 4.1.3. To give the Agent immediate notice of:
- (a) any claim for a right to manage;
 - (b) any application to the First-tier Tribunal (Property Chamber);
 - (c) the recognition of a residents' association; and
 - (d) any other notice that may go direct to the Client or any intention to sell all or part of the Building or extend or vary any Lease.
- 4.2. *Float for expenditure*
To pay the Agent the amount of the Float within seven days of this agreement and to pay any further sums requested by the Agent as necessary to maintain the amount of the Float held by the Agent.
- 4.3. *Instructions to the Agent*
- 4.3.1. On request by the Agent to do so, promptly to give instructions and decisions in writing, or if given orally to confirm them in writing within seven days.
- 4.3.2. Not to give any instructions to the Agent which if complied with would involve a breach of clause 1.1.20.
- 4.3.3. Where the Client is not an individual, to nominate in writing from time to time an individual Client's Authorised Person to give instructions to the Agent and to confirm such appointment to the Agent.
- 4.4. *Fees*
- 4.4.1. That the Agent is entitled to deduct sums from funds held but failing that the Client agrees to pay the Agent within seven days (without set-off or deduction):
- (a) the Fees set out in this Agreement and any subsequent agreements;
 - (b) all travelling and out-of-pocket expenses properly incurred; and
 - (c) any VAT chargeable in addition to the Fees.
- 4.4.2. To pay simple interest on a daily basis on sums overdue to the Agent at the Interest Rate.
- 4.5. *Reimbursement of expenditure*
To reimburse the Agent within fourteen days of receipt of written request for payment all expenditure properly incurred in the provision of the Service.
- 4.6. *Warranty and Indemnity*
- 4.6.1. The Client acknowledges that the appointment of the Agent under this agreement may be a Qualifying Long Term Agreement pursuant to section 20 of the *Landlord and Tenant Act 1985* (as amended by section 151 of the *Commonhold and Leasehold Reform Act 2002*). The Client warrants that it has complied with the statutory consultation requirements in relation to this agreement. The Agent shall not be liable for any loss suffered by the Client in relation to the Client's failure to comply with its statutory obligations in relation to entering into this agreement. The Client shall provide to the Agent such information as the Agent may reasonably require to satisfy itself that the Client has complied with its statutory obligations.
- 4.6.2. To indemnify the Agent against any liability, penalties, costs, expenses or losses suffered by the Agent and any legal or other professional fees and costs properly incurred during the Term of the agreement in the course of providing the Service *unless caused by the Agent's negligence*.
- 4.7. *Access*
To provide the Agent, and those instructed by it, with uninterrupted access to the Building and other facilities as required by the Agent to deliver the Service.
- 4.8. *Ratification*
To ratify all acts, deeds and things properly done by the Agent in connection with the provision of the Service.
- 4.9. *Further indemnity*
To pay the Agent within 14 days of a demand from the Agent:
- 4.9.1. any sum paid or incurred in good faith by the Agent in connection with the management of the Building that is judged by a court or tribunal to be irrecoverable from any or all Lessees; and
- 4.9.2. any sum representing service charge monies withheld by any or all Lessees of the Building for whatever reason.
- 4.10. *Temporary release of Agent*
To temporarily release the Agent from any obligation to provide any service during such times as the Agent holds insufficient funds to do so.

Initials []

8. Miscellaneous**8.1. Notices**

Any notice required to be given under this agreement must be in writing and will be sufficiently served by personally serving it to the other party, hand delivering it or sending it in a prepaid envelope in the ordinary first class post or an equivalent service that provides for next working day delivery at the address as given in this agreement or at any other address the party has notified in writing to the other party for the purpose and such notice will be deemed served on the next working day after it would have arrived in accordance with the ordinary course of business.

8.2. Governing law

This agreement shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.

8.3. Contracts (Rights of Third Parties) Act 1999

For the purposes of the *Contracts (Rights of Third Parties) Act 1999* it is agreed that nothing in this agreement shall confer on any third party any right to enforce or any benefit of any term of this agreement.

8.4. Assignment

This agreement may only be assigned or transferred in whole or in part with the written consent of the other party thereto, such consent not to be unreasonably withheld or delayed and such assignment or transfer shall apply only after written notice to that effect has been given.

8.5. Disputes

The Agent will operate and notify to the Client an appropriate procedure for resolving complaints relating to the Agent's performance of the Service.

8.6. Provision of Services Regulation 2008

Brackebury Property Management (BPM) is a trading name of Brackebury Property Management Ltd whose registered office address is at 54 Gresham Road, UB10 0HU, 933 1909. BPM trades as a limited company and is registered in England and Wales.

8.7. Commission

Should any party enter into a binding contract to purchase the Client's interest in the Building as a result of a recommendation, introduction or any marketing material given or produced by the Agent, the Agent shall be entitled to a commission in the sum of 0% of the purchase price.

8.8 References to the masculine include, where appropriate, the feminine and to the singular instead of the plural and vice versa.

8.9 Headings given in italics are for assistance in navigating the agreement only and do not form part of this agreement.

8.10 This agreement constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.11 If any provision of this agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected.

8.12 Where the Client includes two or more persons, all such persons shall be jointly and severally liable for the performance of the obligations in this agreement.

8.13 Failure or delay by the Agent in enforcing any provision of this agreement shall not be construed as a waiver of any of its rights under the agreement.