**Typical CLH Management Agreements**

**CDS** [Cooperatives](http://www.cds.coop/)is a large co-operative development and support agency and registered housing provider which works for many housing cooperatives across London and the South of England. A typical agreement and services schedules used by CDS are attached below.

**A template Management Agreement**

**The Service Provider**

Address

This Agreement is made on the .......... day of 2017 between:

XYZ CLH Organisation (in this agreement referred to as " ”)

and

The Service Provider

(in this agreement referred to as "the Service Provider”)

Principles

1. … appoints the Service Provider to provide property management services. The properties to which the services will be provided are listed in Schedule 1.
2. the Service Provider will carry out the management tasks, delegated and retained authorities described in Schedule 2
3. ………. agrees to pay to the Service Provider the fees as set out in Schedule 3 to the agreement. Fees will be paid in advance on the first day of each quarter.
4. the Service Provider will provide services using the policies and procedures listed in Schedule 4, as adopted Model Co-Operative policies.
5. The agreement will commence on XYZ xxx and will last for a period of three years.

For and on behalf of (CLH Organisation):

Signed: …………………………………… Date: ……………… Name: …………………………………… Position:……………………………………

For and on behalf of The Service Provider:

Signed: …………………………………… Date: ……………… Name: ………………………………………..

Position ………………………………………..

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Schedules

Schedule 1 The properties

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Schedule 3 Fees

Schedule 4 Policies and procedures

1. **Definitions and Authorised Officers**
   1. **Definitions**

**the Service Provider**

The Service Provider Ltd, trading as the Service Provider

**XYZ** XYZ CLH Organisation

**The Agreement** The legal contract created between XYZ and the Service

**The Properties** The properties to which the services will be provided

**The tasks** Those property management tasks which XYZ delegates to The Service Provider and which are listed in Schedule 2 to this Agreement

**Authorised Officers** The persons duly authorised by the board of management of The Service Provider and the management committee of XYZ respectively to enter into and to make changes to this Agreement.

**Service specification** The service to be provided by The Service Provider to XYZ and as described in Schedule 2 of this Agreement.

**Fees** All fees payable by XYZ to the Service Provider in respect of any services provided by the Service Provider under this Agreement, and as described in Schedule 3. Also, any penalty fees payable in respect the termination of this Agreement.

**Detriment** Financial or material loss; reputational damage and other commercial disadvantage; and the creation of unacceptable risks and hazards which may affect the other party or its tenants- members, staff, board members or contractors.

* 1. **Authorised Officers**

Each party shall nominate two Authorised Officers at the start of the Agreement. The initial Authorised Officers will be named in the management agreement. Authorised Officers must be formally empowered to enter into and make variations to this Agreement.

The parties may change their Authorised Officers as frequently as required, but must advise the other party immediately of any changes. Changes must be notified in writing, addressed to the Company Secretary.

Authorised Officer must be duly appointed and deselected in a manner consistent with each organisation's rules, standing orders and other delegated authorities.

The Authorised Officers for XYZ will be:

The Authorised Officers for the Service Provider will be

1. **Legal status of the parties**
   1. **XYZ**

XYZ is registered with the [insert regulating or registering body] as a [insert legal entity] and Its rules are attached at Annex 1B.

* 1. **the Service Provider**

the Service Provider is registered with the [ insert regulating or registering body ] as a [ legal entity ] and its registration number is XXX

1. **Governance**

The parties to this agreement affirm their commitment to good governance. For the purposes of this Agreement, the Service Provider and XYZ agree that they will take the following steps to ensure good governance:

* Adopt and adhere to a suitable code of governance in relation to XYZ co-op matters
* Operate XYZ services and activities in accordance with XYZ Rules, regulation and statute.
* Ensure that any personal interests are disclosed, take steps to avoid conflicts of interests and keep a register of interests.
* Respect the privacy of tenant-members and treat personal information as confidential.

If, in the opinion of the Service Provider, is not operating in line with the agreed code of governance, regulation or status and there is a material risk of detriment to XYZ, its members or the Service Provider, including risk to reputation for either organisation, the Service Provider will formally advise XYZ and seek to help to resolve the matter.

If XYZ does not take appropriate action within a reasonable period of time to satisfactorily address the identified risks, the Service Provider reserves the right to terminate the agreement on the grounds of a fundamental breach (clause 10.4).

1. **Professional standards and ethics**
   1. **Both parties agree to :**
      * Respect and adhere to the co-operative Principles and Values as determined by the International Co-operative Alliance, in so far as their respective legal structures and business activity reasonably permit.
      * Strive to treat all XYZ 's resident members fairly and equally; and avoid making decisions that may disadvantage any person because of their gender, race, colour, ethnic or nationality, marital/civil partnership status, sexual orientation, disability, age, religious beliefs or other protected characteristic.
   2. **the Service Provider**

the Service Provider will:

* + - Make decisions and otherwise utilise the delegated authorities granted to it under this Agreement in the best interests of XYZ.
    - Safeguard XYZ 's funds insofar as the Service Provider has control of these and is delegated such responsibility under the Agreement and to account for any expenditure it authorises on XYZ 's behalf
    - Advise the management committee of XYZ, if, in the considered opinion of the Service Provider's staff or board, XYZ has made a decision, or acted or is considering making a decision, that may result in: XYZ breaching its own rules, regulation, legislation or contractual commitments or other risk that may adversely impact on XYZ or on its tenant- members.
    - Maintain electronic and paper records to the appropriate professional standard; respect and protect client confidentiality; and adhere to the provisions of the Data Protection Act.
    - Employ staff, consultants or contractors with the appropriate experience and technical skills, for the tasks assigned to them and exercise the probity necessary for the performance of the service obligations set out in this Agreement.
    - Unless specifically instructed to the contrary by XYZ, work in line with recognised industry standards and practices, including compliance with regulatory requirements.

1. **Delegation of authority**

XYZ delegates to the Service Provider such powers as are necessary for the Service Provider to carry out the tasks listed in Schedule XX

Where XYZ has delegated under this Agreement the power to make decisions in respect of property management; XYZ will be bound by all resulting decisions made by the Service Provider staff, and will be liable for any associated expenses. the Service Provider will always consult XYZ before making any decision which may have significant financial implications.

Where the Service Provider is empowered by this Agreement to enter into a contract on XYZ 's behalf, XYZ will be bound by any resulting contracts. the Service Provider will endeavour to consult before entering into any contract which may create a liability for XYZ, save where urgent action is required and consultation is not feasible. the Service Provider will always notify XYZ after entering into any contract on its behalf.

The authorities delegated by XYZ to the Service Provider under this Agreement are exclusive. XYZ agrees not to appoint any other agent to carry out the tasks listed in Schedule 2 while the Agreement remains in force.

XYZ and the Service Provider will conduct an annual review of delegated authorities and may agree to amend the delegated authorities delegated to the Service Provider in this Agreement.

No change to the delegated and retained authorities created by this Agreement shall be deemed to represent a formal variation to the terms of the contractual relationship between the parties unless confirmed by formal written agreement, such agreement to be signed by the duly Authorised Officers of both the parties and appended to the Agreement.

1. **Disputes**

Disputes

In the event that a dispute arises between the parties about the interpretation of any of the terms of this agreement; or about the performance of either party in respect of any explicit or implied contractual obligation, then the parties agree to:

Refer the dispute in writing to their respective Authorised Officers, who will seek to reconcile the parties' differences and resolve the dispute within 14 calendar days. The Authorised Officers will jointly notify the parties in writing of the outcome of their negotiations.

If the Authorised Officers are unable to resolve the dispute then they shall refer the matter to their respective governing bodies (being the board of management of the Service Provider and the management committee of XYZ), who will seek to reconcile the parties' differences and resolve the dispute within 28 calendar days.

If the matter remains unresolved then the parties may agree to refer the matter for arbitration or to terminate the agreement on standard notice (or other agreed) terms.

**7.1 Arbitration**

If the parties agree to seek arbitration rather than termination the the principles of the arbitration process shall be as follows:

* + The decision of the arbitrator shall be binding on the parties.
  + The allocation of the costs of the arbitration shall be decided by the arbitrator.

Nothing in this clause will limit the right of the parties to pursue other lawful remedies, including ending this Agreement for any of the reasons set out in section 10.

1. **Indemnities**
   1. **XYZ**

In the course of fulfilling its obligations under this Agreement, the Service Provider may become responsible for costs, expenses, damages, and other liabilities. XYZ agrees to reimburse the Service Provider for all such costs and expenses and to indemnify the Service Provider in respect of any claims or damages which result from the performance of its duties under the Agreement or from fulfilling a specific instruction issued by XYZ .

XYZ will indemnify the Service Provider against any loss or damage the Service Provider may suffer as a result of an omission or failure by XYZ to fulfil its obligations under this Agreement or as a result of neglect, malpractice, criminal or improper activity on the part of XYZ or its tenant-members.

* 1. **the Service Provider**

The Service Provider will indemnify XYZ against any loss or damage it may suffer as a result of neglect, malpractice, criminal or improper activity on the part of the Service Provider's staff or board which cause the Service Provider to fail to fulfil its obligations under this Agreement.

The Service Provider will also indemnify XYZ in respect of any losses arising out of a contract which the Service Provider has incorrectly, unreasonably or negligently entered into on XYZ 's behalf, including where such loss or damage results from a failure or inability of XYZ to fulfil its obligations under this Agreement, or from neglectful, criminal or improper activity on the part of XYZ or its tenant- members.

* 1. **Third parties**

Neither party to this Agreement intends to give to any other person or organisation (third parties) the right to enforce any of the terms of this agreement. The terms of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Agreement.

No indemnity is offered to any third party, and no such indemnity should be implied from any clause in this Agreement.

1. **Varying the Agreement**

No change to this Agreement or to its schedules shall be deemed to represent a formal variation to the terms of the contractual relationship between the parties unless confirmed by formal written agreement, such agreement to be signed and dated by the duly Authorised Officers of both the parties and appended to the Agreement.

the Service Provider will endeavour to be flexible and to accommodate any changes XYZ may wish to make to the range of services provided under this Agreement during the period of the fixed term.

the Service Provider will not be compelled to provide on XYZ 's behalf any services over and above those listed in Schedule 2. If the Service Provider and XYZ agree that ongoing additional services will be provided, Schedule 2 will be amended accordingly. The new schedules will replace the old schedules and, unless subsequently further amended, will apply until the end of the fixed term period.

* 1. **Mutual consent**

This Agreement, including the fees payable under the contract, may only be varied by mutual consent at any time, save where the contract makes specific provision for a unilateral variation.

* 1. **Annual Review**

Although the Service Provider and XYZ may jointly decide to vary this Agreement at any time, both parties agree that they will endeavour to make such changes through a regular process of annual review.

XYZ will undertake a review of the service specification set out in Schedules 2 to this Agreement and will notify the Service Provider no earlier than 60 days and not later than 30 calendar days before the end of each contract year if it wishes to make any changes to the range of services the Service Provider provides. the Service Provider will respond, accepting or rejecting XYZ 's proposal, and if necessary, providing a quote for the new service specification.

1. **Termination**

This Agreement shall continue until ended in one of the following ways:

* + 0n notice at the end of the fixed term
  + At any time within the last twelve months of the fixed term of this agreement, but not less than ninety days before it is due to end, either party may give notice to the other that the Agreement will terminate on the last day of the fixed term.

Notice must be given in writing and addressed to the Company Secretary.

* 1. **At the end of the fixed term (without notice)**

Unless otherwise determined by one of the mechanisms described in this section the parties agree that at the end of the initial fixed term of three years, this Agreement will terminate on the day prior to its third anniversary and a new agreement (the "successor agreement"), with the same rights and obligations, will be implied. The successor agreement will commence on the day following the demise of first agreement.

The successor agreements (and all subsequent successor agreements) will be for a period of 12 months and will renew in perpetuity until formally determined as set out in section 10.1 or sections 10.3 to 10.6 of this agreement.

Alternatively, XYZ may terminate the Agreement immediately at the end of the three-year term (without giving notice) subject to a payment in lieu of notice equivalent to XX of the annual fee due under the successor agreement. The amount of the fee for termination at the end of the fixed term without notice is shown in Schedule 3.

* 1. **0n notice (without fault) within the fixed term**

By XYZ giving X month's written notice to the Service Provider. If notice is given to terminate the contract before the end of the agreed term, penalty charges will be applied according to a sliding scale. Penalty charges for early termination are listed in Schedule 3.

Notice must be given in writing and addressed to the Company Secretary.

Alternatively, XYZ may terminate the Agreement immediately at any time within the fixed term, subject to payment of the appropriate penalty fee plus a payment in lieu of notice equivalent to XXof the annual fee due under the agreement. The amount of the fee for early termination without notice is shown in Schedule 3.

* 1. **Fundamental breach**

For the purposes of this Agreement, a fundamental breach is one or more of the following:

* Either party has failed to fulfil its obligations under the contract to the extent that the other party has experienced serious detriment; and for reasons which can reasonably be ascribed to impropriety, malpractice, gross negligence or incompetence.
* Either party has wilfully, persistently or grossly failed to comply with the commitment to equality and diversity set out in section 12 of this Agreement.
* Either party has wilfully, persistently or grossly failed to comply with the health and safety obligations set out in section 14 of this agreement.
* XYZ has failed to pay fees that are due within 30 days of the due date.
* XYZ has failed to comply with the terms of a contract entered by the Service Provider on its behalf (and the Service Provider has or may suffer loss, damage or other detriment as a result).

In the event of a fundamental breach on the part of XYZ which causes the Service Provider to terminate the contract, the Service Provider shall have the right to require XYZ to pay a penalty fee equivalent to the penalty fee that would be payable in respect of immediate termination by XYZ within the fixed term (section 10.3). the Service Provider shall also have the right to recover from XYZ any costs incurred by the Service Provider as a direct result of the breach.

In the event of a fundamental breach on the part of the Service Provider, XYZ will have the right to seek compensation in respect of any services that were not provided, or were not provided to a satisfactory standard and for any actual costs incurred as a direct result of the breach.

The termination of this agreement on the grounds of a fundamental breach will not affect the rights of either party to claim damages at law in respect of any prior, coincident or consequent loss, damage or other detriment.

* 1. **On the insolvency of either party**

Should either the Service Provider or XYZ become insolvent; be put into receivership or other form of administration; pass a resolution for voluntary winding up; or make a binding arrangement with creditors without the express consent of the other party; this Agreement will end forthwith.

On the termination of this Agreement on the grounds of insolvency, the solvent party (should there be one) will be entitled to lodge a claim with the Receiver or Administrator of the insolvent party in respect of any services previously provided (whether invoiced or otherwise), and may also claim (subject to the relevant statutory provisions) in respect of any loss, damage or other detriment resulting from the insolvency.

The parties (and/or interested third parties) will have the option of entering into a voluntary interim agreement to provide any services that are required to protect the interests of XYZ 's tenant-members.

* 1. **Force Majeure**

In the event of force majeure, this Agreement will either terminate forthwith (without any penalty charges that might otherwise apply); terminate on the date that the critical event takes effect; or be suspended until such time as both parties can reasonably be expected to meet their obligations under the Agreement.

For the purposes of this agreement, force majeure will be defined in the conventional manner in law and will include, but will not be restricted to: the destruction of the properties managed under the Agreement; any act of nature or man-made disaster which results in the death or incapacity of the Service Provider's staff or in significant damage to its infrastructure to the extent that the Service Provider cannot reasonably be expected to provide some or all of the services listed in Schedule 2; any other significant, event which could not have been reasonably foreseen or prevented and which prevents the Service Provider from providing the agreed services to XYZ .

For the purposes of this Agreement only, force majeure will also be considered to include the termination by the Landlord of the management agreement under which XYZ controls the properties listed in Schedule 1 to this Agreement, but not if the management agreement is terminated on the grounds that XYZ has failed to comply with its terms and conditions.

1. **Performance**
   1. **Performance standards.**

the Service Provider has an obligation to carry out the tasks set out in Schedule 2 in line with agreed policies and procedures listed in Schedule 4. In carrying out these tasks, the Service Provider will use its reasonable endeavours to achieve the performance standards set out in within Schedule XX

Failure to meet any or all performance targets listed in Schedule 2 shall not be a breach of the Agreement, provided the Service Provider has adhered to the agreed policies and procedures and standards set out in this Agreement in relation to the performance area

* 1. **Performance management**

the Service Provider will keep records of an agreed range of tasks which are performed on behalf of XYZ and will report these actions to the management committee.

the Service Provider publishes a set of customer service standards. The parties agree that the Service Provider will apply these service standards except where this Agreement specifically provides that the Service Provider shall adhere to another standard. the Service Provider maintains its own systems for measuring performance of customer service standards and will publish the resulting global performance indicators.

* 1. **Key performance indicators**

the Service Provider agrees to provide XYZ with the performance information detailed in Schedule XX to the timetable shown is the same schedule. Performance information that is specific to XYZ will usually be included in the management report.

1. **Fees**
   1. **General principles**

The fees payable by XYZ to the Service Provider under this Agreement are set out in Schedule XX

Fees are calculated on the following basis: per unit; per event; per hour or by specific quote. The method(s) of charging to be applied to each of the services to be included in this Agreement (listed in Schedule 2) are shown in Schedule 3.

The fee year is 1 April to 31 March. Where services are provided under this Agreement for part only of a fee year, the fee for the part-year will be calculated on a pro-rata daily basis.

Fees are payable by direct debit in advance by quarterly or monthly instalments on dates agreed and noted in the Schedule.

Fees charged on a "per event" and "per hour" basis will be payable in arrears and will be invoiced together with regular "per unit" fees and payable within 30 calendar days.

Specific fee terms may apply to quoted fees for training, projects and the commissioning of services from third parties. Payment terms will always be made clear when a quote is provided. the Service Provider will invoice XYZ for fees at least 30 days in advance of the due date for each payment. Interest will be payable on late payments at the rate of Bank of England Base Rate plus 0.5% Interest will be calculated on a daily basis.

the Service Provider is registered for Value Added Tax (VAT). VAT will be charged at the prevailing rate on all fees payable under this Agreement.

* 1. **Specific terms relating to new contracts**

For new contracts, the initial fee payment will be due within 30 days of the date the contract is signed, but no earlier than one month prior to the commencement date. An invoice for the initial fee payment will be issued immediately after the Agreement has been signed.

The initial fee payable in respect of agreements which begin during the last quarter of the Service Providers financial year will be based on the fee that will apply on 1 April of the following financial year (eg the current year fee adjusted by the amount resulting from the application of the formula set out in section 12.3 below).

If the contract does not commence on one of the quarter days, the initial fee payment will comprise the fee for the part-quarter (calculated on a pro-rata daily basis), plus the following quarter's fees.

The initial fee payable in respect of this Agreement is shown in Schedule 3.

* 1. **Annual fee review**

All fees payable under this Agreement will be increased each year by CPI plus 1%

1. **Equality and diversity**

Both parties to this Agreement affirm their commitment to diversity and equal opportunities and agree to treat XYZ 's tenant-members and applicants, the Service Provider's staff, board and contractors, and all other persons directly or indirectly receiving or providing services from or to XYZ, with respect, fairness and dignity.

XYZ and the Service Provider will endeavour to avoid making decisions that may inadvertently disadvantage any person because of their gender, race, colour, ethnic or national, marital/civil partnership status, sexual orientation, disability, age, religious beliefs or other protected characteristic.

**14 Health and safety**

Both parties to this Agreement agree that at all times they will comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts, Regulations, or orders pertaining to the health and safety of their respective tenant-members, board members, employees and contractors.

**A template for task allocations under a Service/Management Agreement**

**XYZ Housing Co-operative Limited**

**List of jobs**

(include a detailed description of the service in a separate document and use this as a ‘quick guide’)

**A** = Jobs agreed for Service Provider to do

**B** = Jobs agreed for XYZ **Co-op** to do

**A B**

1. **Meeting attendance (X meetings per year)**  □
2. **Action Report**  □
3. **Management jobs**

**Financial Administration**

**Rent collection etc.**

* 1. Receiving and recording rent payments  □
  2. Calculating the reconciling the rent account balances  □
  3. Providing rent statements every quarter  □
  4. Providing tenants with housing benefit information  □
  5. Taking action to control arrears  □
  6. Preparing and serving notices to quit (NTQ)  □
  7. Taking legal action for possession  □
  8. Attending county court  □
  9. Post NTQ monitoring  □
  10. Applying for warrants and attending evictions  □

**Financial Management and accounting**

* 1. Paying mortgage loan instalments  □
  2. Undertaking annual insurance review  □
  3. Paying invoices for authorised expenditure  □
  4. Updating bank mandates etc  □
  5. Banking receipts and maintaining cash book  □
  6. Reconciling cashbook with bank statements  □
  7. Keeping accounting records  □

**Financial planning and reporting**

* 1. Preparing annual budget  □
  2. Preparing quarterly finance reports  □
  3. Preparing annual statutory accounts  □
  4. Liaising with your auditors  □
  5. Presenting the accounts to your members  □
  6. Preparing and submitting the annual FSA return  □
  7. Submitting audited accounts to Housing Corp.  □

**Rent Setting**

* 1. Calculation of annual rent review  □
  2. Calculation of annual service charge review  □
  3. Giving formal notice to tenants of rent reviews  □
  4. Keeping records of rent and service charges  □
  5. Supply tenants with giro bank swipe cards  □

**Housing Administration**

**Lettings**

* 1. Answering specific housing enquiries □ 
  2. Requesting and processing LA nominations □ 
  3. Maintaining a list of applicants for transfer □ 
  4. Conduct home visits and interviews □ 
  5. Attending meetings of your lettings sub-committee □ 
  6. Making formal offers of tenancy □ 
  7. Preparing tenancy agreements and share certificates  □
  8. Handing over keys to new tenants □ 
  9. Collecting share money and rent in advance  □
  10. Sending share certificates to new members  □
  11. Notifying unsuccessful applicants □ 
  12. Giving new tenants an induction interview □ 
  13. Keeping lists of internal transfer requests □ 
  14. Dealing with mutual exchanges □ 

**Ending tenancies**

* 1. Dealing with notices of tenancy terminations □ 
  2. Seeking recovery of arrears of outgoing tenants  □

**Tenancy Records**

7.1 Keeping tenant records  □

**Enforcement of tenancy conditions**

8.1 Taking action to enforce tenancy conditions  □

**Maintenance and Repair**

**Routine maintenance**

* 1. dealing with tenants repair requests  □
  2. Issuing works orders and ensuring access  □
  3. Monitoring and controlling repairs  □
  4. Authorising payment of completed repairs

up to £1,000 plus vat  □

Over £1,000 plus vat 

* 1. Providing an out-of-hours emergency service  □
  2. Gathering information for insurance claims  □
  3. processing insurance claims  □
  4. Submitting a maintenance report to your committee  □

**Planned Maintenance**

* 1. Preparing an annual planned maintenance programme  
  2. Organising annual gas safety checks  □
  3. Maintaining an Asbestos Register and organising

periodic surveys as required  □

**Re-let repairs**

* 1. Inspecting soon to be vacated properties □ 
  2. Trying to have tenants rectify any damage □ 
  3. Taking action to recover costs of un-rectified damage  □
  4. Re-inspecting vacated properties □ 
  5. Commissioning and supervising re-let repairs

up to £500 plus vat  □

Over £500 plus vat  □

**Membership and other records**

* 1. Keeping the register of members  □
  2. Keeping the seal register  □
  3. Booking halls etc for meetings  □
  4. Notices of meetings, agenda and nomination forms □ 
  5. Taking and preparing minutes □ 
  6. Keeping the minute book and notices of meetings □ 
  7. circular letters to tenants  
  8. Providing advice and assistance  

**Annual Return to the Financial Services Authority**

13.1 Preparing the annual FSA return  □

**Estate Services**

* 1. Providing service charge revenue accounts  □
  2. Appointing, supervising and dismissing estate staff □ 
  3. Appointing, supervising and dismissing contractors □ 
  4. Supervising equipment rental/servicing □ 
  5. Supervising estate utilities □ 
  6. Clearing of rainwater gutters  □
  7. Controlling supplies, stock and processing invoices □ 

Undertaking periodic estate inspections