

Vision PEM (Vision Property & Estate Management UK Ltd)

BLOCK MANAGEMENT

TERMS AND CONDITIONS OF BUSINESS

WARNING

This page (together with the documents referred to on it) tells you ("the Client") the terms and conditions on which we (Investment Technology Limited trading as Vision PEM) supply to you the services set out in the following terms and conditions. Please read these terms and conditions carefully before confirming your acceptance of the provision of our services by responding to the email within the Order E-mail (as defined at Condition 1 below) we send to you, logging into our online secure area and accepting the terms of this contract. You should understand that by following the link in the Order E-mail and following the instructions to place your order for the Block Management Services (as defined at Condition 1 below), you agree to be bound by these terms and conditions.

You should print and retain a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Block Management Services.

1 DEFINITIONS

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions ("Conditions").

"Act":	Commonhold and Leasehold Reform Act 2002.
"Additional Services":	The services or any of them (other than any of those as may be comprised within the Basic Block Management Services) set out in Part 1 of Schedule 1 of these Conditions and "Additional Service" shall be construed accordingly.
"Additional Service Fees":	Vision PEM's hourly charge out rate or fee in respect of each Additional Service set out besides each Additional Service in Part 1 of Schedule 1 of these Conditions or as otherwise notified to the Client in writing from time to time prior to accepting an offer by the Client to purchase any Additional Service(s).
"Administration Charges":	Vision PEM's charges for the items listed in Part 3 of Schedule 1 of these Conditions.
"Basic Block Management Fees":	The sum set out in the quotation attached to the Order or quotation sent via email E-mail or inclusive of Vision PEM's Management Fee in respect of the provision of the Basic Block Management Services.
"Basic Block Management Services":	The Block Management Services set out at "Service Charges" in the quotation attached to the Order E-mail to be coordinated by Vision PEM.
"Block Management Expenses":	Any fees, charges, costs or expenses for any maintenance, repair or other works (not comprising the Basic Block Management Fees or the Additional Service Fees) agreed in respect of the Property.

“Block Management Fees”:	All fees and charges payable to Vision PEM under the Contract.
“Block Management Services”:	all block management services (or any part of them) to be coordinated by Vision PEM (and in relation to certain services, provided directly by Vision PEM to the Client) under the Contract including the Basic Block Management Services and the Additional Services but excluding services Vision PEM may coordinate or provide under the RTM Terms and Conditions.
“Vision”:	Property & Estate Management UK Ltd(registered company number 7057049) whose registered office is at suite 2, Elmhurst, 98 – 106 High Road, London, E18 2QS trading as Vision PEM & Vision RTM
“Vision PEM’s Management Fee”:	Vision PEM’s fees for coordinating and otherwise providing the Block Management Services as set out in the Order E-mail.
“Client”:	Both of (1) the person(s), firm or company who engages Vision PEM to provide the Block Management Services; and (2) the Residents’ Management Company.
“Client Account”:	as defined at Condition 15.1.
“Client Representative”:	the person nominated by the Client in accordance with Condition 8 as being duly authorised to instruct Vision PEM and otherwise represent the Client in relation to the provision by Vision PEM of the Block Management Services.
“Commencement Date”:	The date confirmed by Vision PEM in the Order E-mail or otherwise as specifically agreed by Vision PEM as being the start date for the provision of any Block Management Services.
“Confirmation E-mail”:	The e-mail entitled “Confirmation E-mail” sent by Vision PEM confirming its acceptance of the Client’s request for the provision of Block Management Services.
“Contract”:	the contract formed upon and incorporating these Conditions by Vision PEM’s acceptance through the issue of the Confirmation E-mail of the Client’s request for the provision of services, such request by the Client being as set out in the Order E-mail (together with attached quotation) and the information submitted by the Client by following the electronic link in the Order E-mail.
“Exit Charges”:	Vision PEM’s fees for providing the Exit Services charged on a time-spent basis at the hourly rate set out in Schedule 3 (Exit Charges and Late Payment Administration Fee).
“Exit Services”:	The services set out at Condition 14 (Effects of Termination and Exit Services).
“Extra Section 20 Service”:	Any of the services (excluding the Section 20 Service) indicated as an “Extra Section 20 Service” in Parts 1 and 2 of Schedule 2 (Section 20 Services) of these Conditions.
“Extra Section 20 Service Fee”:	The hourly rates and fees referred to at Schedule 2 and contained within Schedule 1 of these Conditions in relation to the Extra Section 20 Service(s) or as otherwise specified in Schedule 2.
“Flat”:	Shall have the meaning prescribed by section 112 of the Act.
“Landlord”:	Shall have the meaning prescribed by section 112 of the Act, and shall include (where applicable) the holder of any superior reversionary interest to the Property.
“Late Payment Administration Fee”:	The sum set out in Schedule 3 (Exit Charges and Late Payment Administration Fee) per late payment per Tenant.
“Order E-mail”:	The e-mail from Vision PEM to the Client attaching a quotation in respect of certain Block Management Services entitled “Order E-mail – Please Read Carefully – This is a Contractual Document”.
“Qualifying Long	Shall have the meaning ascribed to it under section 151 of the Landlord and Tenant Act

Term Agreement”:	1985.
“Qualifying Works”:	Shall have the meaning ascribed to it under section 151 of the Landlord and Tenant Act 1985.
“Property”:	the property specified in the Order E-mail as being the property in respect of which the Client wishes Vision PEM to provide the Block Management Services.
“Residents’ Management Company”:	The company, association or other entity which assumes the responsibility for the management of the Property.
“RTM Terms and Conditions”:	Vision PEM’s terms and conditions regarding the provision of right to manage services, as available on the Website.
“Section 20 Service”:	Any of services set out in Part 1 of Schedule 2 (Section 20 Services) to these Conditions.
“Section 20 Process Fee”:	Vision PEM’s fees in respect of the Section 20 Service set out at column number 14 of the table at Part 1 of Schedule 1 of these Conditions.
“Tenant”:	Shall have the meaning prescribed by section 112 of the Act.
“Tenant Services”:	The services or any of them set out in Part 2 of Schedule 1 of these Conditions and “Tenant Service” shall be construed accordingly.
“Tenant Service Fees”:	Vision PEM’s hourly charge out rate or fee in respect of each Tenant Service set out besides each Tenant Service in Part 2 of Schedule 1 of these Conditions or as otherwise notified to the Tenant in writing from time to time prior to accepting an offer by the Tenant to purchase any Tenant Service(s).
“Term”:	The term of the Contract as set out in Condition 12.1 and includes any extension of such term in accordance with Condition 12.4.
“Website”:	Vision PEM’s website at domain www.visionmanagementuk.com or any revised domain subsequently introduced by Vision PEM for the purpose of promotion of and the conduct of the Block Management Services including any micro-site, secure sub-domain or other domain address utilised by Vision PEM (whether by automated link from the Website or otherwise).

1.2 Headings in these Conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.5 The Schedules to these Conditions form part of the Contract.

1.6 A reference to a statute or statutory provisions is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 Unless specified otherwise, a reference to write, writing or written includes faxes, e-mail and post.

1.8 References to conditions and schedules are to the conditions and schedules of the Contract.

1.9 Where the “Client” includes two or more persons, all such persons shall be joint and severally liable under the Contract.

1.10 Any reference to a “working day” shall be construed as any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on where clearing banks in the City of London are generally open for business.

1.11 Any reference to the Client being or otherwise contracting as a “consumer” shall be construed in accordance with the Unfair Contract Terms Act 1977.

2 APPLICATION OF CONDITIONS

2.1 These Conditions are the only terms and conditions upon which Vision PEM is prepared to deal with the Client in relation to the Block Management Services and shall govern all contracts for the purchase of the Block Management Services by the Client from Vision PEM to the entire exclusion of all other terms or conditions.

2.2 No terms or conditions endorsed upon, delivered to Vision PEM by or contained in any correspondence from the Client, or implied by law, trade custom, practice or course of dealing or otherwise shall (to the full extent exclusion is permitted by law) form part of the Contract and the Client waives any right which it otherwise might have to rely on such terms and conditions.

2.3 These Conditions shall only be capable of variation where expressly agreed in writing and signed by a duly authorised representative of Vision PEM and the Client Representative.

2.4 responses via post or provided in the Order E-mail constitutes an offer by the Client to purchase the Block Management Services (set out in the Order E-mail) upon and shall be deemed to incorporate these Conditions. No offer placed by the Client (whether in the manner anticipated by this Condition or otherwise) shall be accepted by Vision PEM other than:

2.4.1 By Vision PEM issuing the Confirmation E-mail attaching a copy of the Order E-mail and these Conditions; or

2.4.2 (If earlier) by Vision PEM starting to provide the Block Management Services.

2.5 Vision PEM may, for its internal records only (and not affecting the validity of the Contract formed in the foregoing manner), send the Client a hardcopy of these Conditions for the Client to sign and return to Vision PEM. Failure to send such hardcopy or the Client’s failure to return a signed hardcopy shall not affect the existence of the Contract or in any way preclude its existence in accordance with Condition 2.4.

2.6 Any sum generated by the estimator calculator available from the Website or otherwise provided by Vision PEM (save for as set out in the Order E-mail) is intended to provide the Client with an estimate of what the Block Management Fees could be and is not intended to be a quotation nor in any way fixed.

THE CLIENT’S ATTENTION IS PARTICULARLY DRAWN TO CONDITION 2.7 BELOW

2.7 The section of Vision PEM’s Website entitled “Block Management Policies” does not form part of the Contract. It is merely intended to serve as guidance to the Client in relation to Vision PEM’s general working practices in respect of the delivery of specific Block Management Services that Vision PEM finds are sometimes the subject of Client enquiry. Accordingly, in no way is such guidance to form part of the Contract. Vision PEM shall not be obliged to follow such guidance and may change and update such guidance as it sees fit from time to time.

2.8 The costing attached to the Order E-mail shall only become binding upon Vision PEM and form a quotation when accepted by the Client in accordance with Condition 2.4. A costing proposed by Vision PEM shall be valid for a period of 30 calendar days from its date of issue, unless Vision PEM notifies the Client by e-mail that it has withdrawn it during this period.

2.9 By clicking the "Accept" icon available by following the link in the Order E-mail, the individual submitting such confirmation warrants that:

2.9.1 He or she is legally capable of entering into binding contracts for and on behalf of the Client;

2.9.2 He or she is at least 18 years old;

2.9.3 He or she is authorised to enter into the Contract for an on behalf of the Client; and

2.9.4 The Client has complied with its statutory obligations under the Act in relation to the Contract.

3 COMPLIANCE WITH STATUTORY OBLIGATIONS – THE CLIENT’S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.

3.1 The Client accepts that the Contract is a Qualifying Long Term Agreement and that as such the Client is under a duty to notify and consult the Tenants in accordance with section 151 of the Act.

3.2 The Client warrants that:

3.2.1 it has complied with its statutory obligations under section 151 of the Act in relation to the Contract; and

3.2.2 the Tenants have resolved to appoint Vision PEM to provide the Block Management Services.

3.3 The Client shall provide to Vision PEM such information as Vision PEM may reasonably require to satisfy itself that the Client has complied with its statutory obligations under section 151 of the Act provided that Vision PEM shall not in any way be obliged to ensure the Client has complied with such statutory obligations in relation to the Contract.

3.4 Vision PEM shall not be liable for any loss suffered by the Client in relation to the Client’s failure to comply with its statutory obligations under section 151 of the Act in relation to entering into the Contract.

Accordingly, the Client shall be liable to pay the Block Management Fees as and when they fall due and Vision PEM shall be authorised to deduct such Block Management Fees from the Client Account in accordance with these Conditions notwithstanding any failure on the Client’s part to comply with its obligations under section 151 of the Act.

4 RIGHT TO SELECT ALTERNATIVE CONTRACTORS

4.1 Subject to these Conditions, the Client may request Vision PEM engage the services of an alternative third party contractor to provide any element of the Block Management Services. The Client agrees and accepts that in conjunction with such engagement:

4.1.1 Any termination fee or penalty imposed by any outgoing contractor will form part of the Block Management Fees and will be payable by the Client;

4.1.2 Any estimate or quotation in respect of Block Management Fees provided by Vision PEM may be varied. The Client accepts that it may not receive third party services on the same commercial terms as they would have received from contractors engaged by Vision PEM.

4.2 No third party contractor shall be appointed to provide any part of the Block Management Services unless the name and charge out rates of such contractors have been notified to Vision PEM and are contained within the Order E-mail, the Confirmation E-mail or otherwise agreed with Vision PEM under Condition 4.1 or, in the case of surveyors and/or architects required in respect of any Section 20 Service or Extra Section 20 Service, otherwise confirmed in writing by Vision PEM.

5 CANCELLATION

5.1 Subject to Condition 5.2, in the case of a Client contracting as a consumer, the Client may within 7 calendar days after the date of the Confirmation E-mail cancel the Contract by providing Vision PEM with written notice or by e-mail to the e-mail address set out at Condition 24.1. If the Client cancels the Contract, the Client's liability to Vision PEM shall be limited to payment of all costs Vision PEM reasonably incurs in performing the Contract until Vision PEM receives the Client's notice of cancellation. If however, the cancellation is due to Vision PEM's failure to comply with these Conditions the Client shall have no liability to Vision PEM. This right shall not apply to any Client not contracting as a consumer.

5.2 In the case of a Client contracting as consumer, the Client agrees that it does not have an automatic right under the Consumer Protection (Distance Selling) Regulations 2000 to cancel the purchase of any Block Management Services where the Client has instructed Vision PEM to provide such services immediately and Vision PEM has confirmed by way of the Confirmation E-mail that it shall provide such Block Management Services accordingly. This is because due to the urgent nature of the Client's request for Block Management Services, the performance of the Contract begins in accordance with Condition 2.4.2.

6 VARIATION

6.1 Vision PEM has the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting its business, changes in its technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in any applicable rate of VAT or other sales tax, changes in Vision PEM's system capabilities and otherwise as may be deemed by Vision PEM to be in the interests of good estate management as applicable to the provision of the Block Management Services. The Client will be subject to the policies and Conditions in force at the time that the Contract was entered into unless:

6.1.1 Any change to those policies or these Conditions is required by law or government or regulatory authority; or

6.1.2 The change in question does not adversely affect the Client; or

6.1.3 (if the change in question does adversely affect the Client) the Client is provided with a copy of the revised and amended Conditions and there is drawn to the Client's attention the Condition(s) which have been revised and amended and the Client having been offered the opportunity to reject such revision and amendment and terminate this Contract within a period of not less than 7 calendar days from the date of notification does not notify Vision PEM of its desire to effect such termination,

in which case the change shall be incorporated into the Contract. Accordingly, Vision PEM shall give the Client prior notice by e-mail of any such changes to these Conditions.

6.2 Subject to Condition 6.1, if either party requests a change to the scope or execution of the Block Management Services, Vision PEM shall, within a reasonable time, provide a written estimate to the Client of:

6.2.1 The likely time required to implement the change; and

6.2.2 Any necessary variations to the Block Management Fees arising from the change.

6.3 Without prejudice to Condition 6.1, if the Client wishes a variation in the Block Management Services Vision PEM shall have no obligation to agree to such alteration unless and until the parties have agreed the necessary variations to Block Management Fees, the Block Management Services and any other relevant terms of these Conditions to take account of the change and only then when these Conditions have been varied in accordance with Condition 6.2.

6.4 Vision PEM may charge for the time it spends assessing a request for change from the Client on a time spent basis in accordance with Condition 18.

6.5 Subject to Condition 6.1, no variation of these Conditions shall be valid unless it is in writing and signed by the Client Representative on behalf of the Client and an authorised representative of Vision PEM.

7 ADDITIONAL SERVICES AND TENANT SERVICES

7.1 The Client may request Vision PEM to provide an Additional Service from time to time. Vision PEM shall not be required to provide any Additional Service until Vision PEM has issued a notification in writing to the Client agreeing to the Client's request to provide such Additional Service and where applicable the Client has confirmed in writing its agreement to any additional Block Management Fees.

7.2 Where any Tenant may request Vision PEM to provide one or more Tenant Services, Vision PEM shall not be required to provide any Tenant Services until Vision PEM has issued a notification in writing to the Tenant in question and where applicable the Tenant has confirmed in writing to pay the relevant Tenant Service Fees. The contractual relationship in respect of such Tenant Services shall be between the Tenant and Vision PEM provided that, where payment of the Tenant Service Fee is made to the Client Account, Vision PEM shall be entitled to deduct such sum in settlement of the Tenant Service Fee and Vision PEM shall be entitled, for its own ease of invoicing, to add to the Tenant's service charge statement reference to the Tenant Service Fee.

7.3 The price of the Additional Services shall be the Additional Service Fees.

7.4 Subject to Condition 14.2, where the Client requests the provision of, and Vision PEM agrees to provide, an Additional Service in accordance with Condition 7.1 and such Additional Service is a service for which Vision PEM charges on an hourly rate basis, Vision PEM shall use its reasonable endeavours where practicable to provide the Client with an estimate of the total estimated price for the Additional Service where such service is likely to exceed 5 hours in time. The Client may impose a limit on the number of hours in relation to such services Vision PEM is required to spend in respect of any Additional Service charged by reference to an hourly charge out rate, following which Vision PEM shall not continue to provide such Additional Service. Such limit must be notified to Vision PEM at the time of the Client's request in accordance with Conditions.

7.5 Vision PEM shall use its reasonable endeavours to notify the Client in writing where any Additional Service constitutes Qualifying Works or a Qualifying Long Term Agreement and shall ask the Client whether it wants Vision PEM to provide the Section 20 Service in respect of such Additional Service.

7.6 Vision PEM shall not provide the Section 20 Service in relation to any Additional Service unless it has received a request from the Client and Vision PEM has issued a notification in writing to the Client agreeing to provide the Section 20 Service in respect of such Additional Service and where applicable the Client has confirmed by email agreement to any additional Block Management Fees.

7.7 Where in respect of an Additional Service, the Client does not instruct Vision PEM to provide the Section 20 Service or Vision PEM has not agreed to provide or does not agree to provide such Section 20 Service, the Client warrants to Vision PEM that (prior to requesting Vision PEM to provide an Additional Service comprising Qualifying Works and/or a Qualifying Long Term Agreement) the Client has complied with all statutory obligations under the Act except only those which otherwise specifically fall on Vision PEM under this Agreement. Accordingly, the Client accepts and agrees that Vision PEM shall be entitled to recover all of the Additional Service Fees in respect of such Additional Services irrespective of whether the Client has actually complied with its statutory obligations under the Act.

8 CLIENT REPRESENTATIVE

8.1 the Client will be asked to provide certain details of the directors of the Residents' Management Company or where the Residents' Management Company is not a corporate entity, a person with appropriate authority to bind the Residents' Management Company, and asked to nominate one individual person on the board of directors (or other decision making committee) of the Residents' Management Company as the Client Representative. That person shall act as its representative in connection with the Contract.

8.2 The Client Representative is the Client's authorised agent for the purposes of the Contract and shall be authorised to instruct and otherwise deal with Vision PEM on behalf of and in the name of the Client.

8.3 The Client Representative shall nominate one other director or (in the case of a non-corporate entity) some other duly authorised person, of the Residents' Management Company, or if there is no other director or authorised person of the Residents' Management Company, the Residents' Management Company shall appoint an attorney to instruct Vision PEM in relation to the Contract during any period that the Client Representative is unable to instruct Vision PEM so that there is always at least one natural person authorised to deal with Vision PEM in relation to the Contract at all times. The Client Representative shall notify Vision PEM in writing of the name, address, telephone number and e-mail address of such nominated person and any reference to "Client Representative" in these Conditions shall include such nominated person.

8.4 The Client agrees that Vision PEM shall accept instructions from and act in accordance with instructions received from the Client Representative in relation to the Contract and not from any other individual person that collectively constitutes "the Client". Vision PEM have no obligation to verify the validity of instructions they receive from the Client Representative.

9 AUTHORITY TO ACT AS AGENT

9.1 The Client appoints Vision PEM as its sole agent on the terms of this Condition 9.

9.2 The Client shall not, during the Term, appoint any other person, firm or company as its agent for the provision of Block Management Services or for the provision of any service which forms part of Block Management Services..

9.3 The Client authorises Vision PEM during the Term to:

9.3.1 enter into contracts in the name of the Residents' Management Company for the supply of goods and/or services with such person as Vision PEM may from time to time reasonably determine in connection with the general management and maintenance of the Property and to agree any termination, changes or other variations to such contracts;

9.3.2 Enter into any contracts in the name of Residents' Management Company in respect of any of the services comprised in the Block Management Services or the subject of any Section 20 Service;

9.3.3 Arrange the provision of company secretarial services to the Residents' Management Company and complete, file and submit electronically or otherwise the Residents' Management Company's annual return, company accounts and any other statutory filings with the Registrar of Companies;

9.3.4 (if stipulated in the Order E-mail or otherwise agreed in accordance with Conditions 6.2 and 6.3 of these Conditions) arrange any insurance in respect of the Property or any part of the Property where the obligation to insure falls upon the Residents' Management Company, such insurance to be in the name of the Residents' Management Company and (where applicable) any other party having an interest in the same and to amend, deal with insurance brokers and insurance companies, deal with any insurance claims, the collection of any excess from those obliged to contribute to the same, arrange for the cancellation of any insurance policies unless the Client has made alternative arrangements to insure the Property and has notified Vision PEM in writing to this effect and provided Vision PEM with a copy of the policy of insurance; and

9.3.5 issue proceedings against any Tenants who have failed to pay any element of their proportion of the service charge comprised within the Block Management Fees; and

9.3.6 File the Residents' Management Company's tax returns where relevant to HM Revenue & Customs.

9.3.7 Notwithstanding any of the foregoing provisions Vision PEM is authorised by the Client as its agent, to enter into such agreements, sign such documents for and on behalf of the Residents' Management Company as Vision PEM reasonably and properly deems necessary, or otherwise take such action as Vision PEM reasonably and practicably deems appropriate, so as to ensure (in so far as it is practicable on the part of Vision PEM) that the Residents' Management Company complies with its obligations and responsibilities in respect of the Property provided that albeit that this Condition shall entitle Vision PEM to take such action Vision PEM shall have no obligation to do so where such action is beyond the scope of the Block Management Services.

9.4 The Client agrees and accepts that any contracts or arrangements entered into by Vision PEM in its capacity as agent in accordance with this Condition 9 are for and on behalf of the Residents' Management Company and to the extent that such contracts and arrangements are entered into by Vision PEM then Vision PEM do so solely as agent for and on behalf of the Residents' Management Company.

10 VISIONS OBLIGATIONS

10.1 All obligations on the part of Vision PEM under the Contract are conditional upon due payment of the Block Management Fees. If any part of the Block Management Fees are not discharged on the due date for payment, Vision PEM may, but shall not be obliged, to cease the provision of the Block Management Services or at Vision PEM's discretion any element of the Block Management Services, until such time as all sums due under the Contract have been paid in full. Any cessation of the provision Block Management Services under this Condition shall not reduce or otherwise entitle any refund or rebate on future Block Management Fees due.

10.2 Subject to Conditions 10.8 and 11.5, Vision PEM shall use reasonable endeavours to provide or coordinate the provision of the Basic Block Management Services during the Term in accordance in all material respects with the quotation attached to the Order E-mail.

10.3 Vision PEM shall have no obligation to forward postage, but insofar as it shall determine (in its discretion to do so) its obligations, and also, its obligation to deal with any enquiries, including those from lessees, shareholders, members or others involved within the Residents' Management Company, are subject to Vision PEM's reasonable use policy as shall be applicable from time to time. Accordingly, Vision PEM reserves the right to charge the applicable Administration Fee in respect of any time incurred outside of its reasonable use policy.

10.4 In the case of the Client being a consumer only, where Vision PEM provides Block Management Services (as opposed to procuring the same as agent for the Residents' Management Company), unless Vision PEM is prevented from doing so by any of the events set out at Condition 25.2 (Events Beyond Control) or the Client has entered into a separate Contract with Vision PEM in relation to any particular Block Management Service, Vision PEM shall provide such Block Management Services which:

10.4.1 Conform in all material respects with their description;

10.4.2 Are carried out with reasonable care and skill;

10.4.3 are fit for any purpose Vision PEM says that such Block Management Services are fit for, or for any purpose for which the Client uses the Block Management Services and about which the Client has informed Vision PEM, or Vision PEM could reasonably expect the Client to use the Block Management Services;

10.4.4 Are free from material defects in design, material and workmanship; and

10.4.5 Comply with all applicable statutory and regulatory requirements for supplying Block Management Services in the United Kingdom.

This Condition shall only apply to Block Management Services Vision PEM provides directly to the Client and shall not apply to those Block Management Services Vision PEM (in its capacity as agent for the Client) has contracted (in the name of the Residents' Management Company) with any third parties or other departments, divisions or trading entities of Investment Technology Limited trading otherwise than those trading under the style "Vision PEM Management". This Condition shall not apply to any Client that is not contracting as a consumer.

10.5 This Condition shall not apply to any Client that is not contracting as a consumer. The warranty set out at Condition 10.4 is in addition to the Client's legal rights in relation to the Block Management Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Conditions. Advice about a Client's legal rights is available from the Client's local Citizens' Advice Bureau or Trading Standards office.

10.6 The Client agrees that Vision PEM shall not be required to undertake any administration of, demand or collection of ground rents for the Property and the Block Management Services shall not include this service unless otherwise agreed in accordance with Conditions 6.2 and 6.3.

10.7 Time shall not be of the essence for performance of the Block Management Services.

10.8 The Client agrees and accepts that Vision PEM shall not be required to provide or coordinate the provision of any Block Management Services and shall not incur any personal liability to pay any Block Management Expenses if there are insufficient funds (after the deduction of any Vision PEM's Management Fee) in the Client Account to satisfy such payments.

11 CLIENT'S OBLIGATIONS

11.1 The Client shall:

11.1.1 Co-operate with Vision PEM in all matters relating to the Block Management Services;

11.1.2 provide Vision PEM, and those nominated by it, in a timely manner and at no charge, with access to the Property and other facilities and documentation (certified as true copies if so required by Vision PEM) as required by Vision PEM;

11.1.3 provide to Vision PEM full, complete and accurate replies to any enquiries Vision PEM may make whether in the pages available through the electronic link in the Order E-mail, following any enquiries Vision PEM may make following receipt of a variation request in accordance with Condition 6.2 or otherwise;

11.1.4 (in the case of Vision PEM submitting any information in any pages available through the electronic link in the Order E-mail on the Client's behalf in draft) check and amend such information as required before accepting the Conditions and submit such information to Vision PEM by following the instructions set out in the Order E-mail;

11.1.5 provide to Vision PEM, in a timely manner, such information, documentation and monies on account of future costs and expenses as Vision PEM may require for the provision of the Block Management Services and ensure (in the case of information and documentation) that it is accurate in all material respects;

11.1.6 provide to Vision PEM with at least two keys to and access codes for any security systems at the Property and provide to Vision PEM with two copies of any new keys and access codes as and when they are replaced/updated, and not update and/or replace such keys and/or access codes without complying with the provisions of this Condition;

11.1.7 provide Vision PEM with current authentication and verification codes to access the Residents' Management Company's records held by the Registrar of Companies for the purposes of providing the services set out at Condition 9.3.3;

11.1.8 where any lease stipulates a fixed frequency for any general maintenance and repair work to the Property to be undertaken, to provide Vision PEM with details of the date that such work was last completed and, where Vision PEM has not agreed in writing to undertake or arrange for the provision of such work in the Contract, the date on which such work is routinely carried out. Vision PEM shall not be required to undertake such work unless it is specifically referred to in the Contract or otherwise agreed in writing between the parties in accordance with Condition 6.2 and 6.3 (Variation); and

11.1.9 where any notice or other communication is received from the freeholder or superior leaseholder of the Property alleging any breach on the part of the Residents' Management Company of its obligations (of whatever nature) or any failure to perform or defect in the performance of its obligations to provide Vision PEM with a copy (certified to be a true copy if so required by Vision PEM) as all expedition and to cooperate fully with Vision PEM both in respect of the formulation of any response to such notice, and/or the implementation of such works as Vision PEM may consider appropriate to rectify such alleged breach.

11.2 The Client agrees to change its correspondence (and where applicable registered office) address on or before the Commencement Date to such address as Vision PEM shall nominate and where applicable hereby instructs Vision PEM to file the change of registered office address paperwork with the Registrar of Companies.

11.3 The Client acknowledges and accepts that, in order for Vision PEM to provide or coordinate the provision of the Block Management Services and comply with the terms if its authority to act as agent under Condition 9 of these Conditions, Vision PEM shall be relying on the information provided by the Client in response to all enquiries (including, but not limited its replies to Vision PEM's enquiries set out in the pages displayed by following the electronic link in the Order E-mail, its replies to any enquiries raised by Vision PEM following receipt of a variation request in accordance with Condition 6.2 or otherwise) and the information provided by the Client. Vision PEM shall not be required to verify the accuracy of any such information.

11.4 The Client shall keep Vision PEM indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Vision PEM as a result of or in connection with any inaccurate, false or otherwise misleading information provided to Vision PEM by the Client.

11.5 If Vision PEM 's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Vision PEM shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

11.6 The Client must provide, in sufficient time, with any information and instructions relating to the Property and the Block Management Services that is or are necessary to enable Vision PEM to provide the Block Management Services.

11.7 If the Client does not, or the Client provides Vision PEM with incomplete, incorrect or inaccurate information or instructions, Vision PEM may cancel the Contract by giving the Client written notice by e-mail, or Vision PEM may make an additional charge of a reasonable sum to cover any extra work that is required.

12 COMMENCEMENT AND TERM

12.1 Without prejudice to Condition 4 (Cancellation) and subject to Conditions 11.7, 12.3 and 13.1, the Contract shall commence on the Commencement Date and shall, subject to the provisions of this Condition 12 and Condition 13 (Vision PEM's Right to Terminate), remain in effect for a period of 1 YEAR.

12.2 Subject to Condition 12.1, either party may terminate the Contract:

12.2.1 at the expiry of one year after the Commencement Date, or any anniversary of the Commencement Date after that date by giving at least 90 calendar days' prior written notice to the other; or

12.2.2 in accordance with the provisions contained in Condition 25.2 (Events Beyond Control).

12.3 Unless the Client has given notice to terminate the Contract in accordance with Condition 12.1, Vision PEM shall use reasonable endeavours to notify the Client prior to each anniversary of the Commencement Date of any revisions to its proposed charges and fees for providing Block Management Services as from such anniversary date. Unless the Contract is terminated in accordance with its terms such revised charges and fees shall apply, in substitution to those previously levied, to the following year of each Contract in accordance with Condition 12.4.

12.4 Subject to Condition 13.1, unless the Contract is terminated in accordance with Condition 12.1, the Contract shall continue for a further minimum period of 1 year after any anniversary of the Commencement Date and shall be terminable in accordance with Condition 12.1 in respect of further years.

13 VISIONS RIGHT TO TERMINATE

13.1 Without limiting its other rights or remedies, Vision PEM may terminate the Contract with immediate effect by giving written notice to the Client Representative on the occurrence of any of the following events:

13.1.1 the Client commits a material breach of any of these Conditions and (if such a breach is remediable) fails to remedy that breach within 14 calendar days of the Client being notified in writing of the breach; or

13.1.2 the Client or any Tenant fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 calendar days after being notified in writing to make such payment; or

13.1.3 Any distress, execution or other process is levied upon any of the assets of the Client; or

13.1.4 the Client has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Client or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of, or for the granting of an administration order in respect of, the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client; or

13.1.5 the Residents' Management Company party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

13.1.6 in the case of the "Client" being a natural person he suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

13.1.7 the Residents' Management Company commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or

13.1.8 a creditor or encumbrancer of the Residents' Management Company attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 calendar days; or

13.1.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 13.1.5 to 13.1.8 (inclusive); or

13.1.10 the financial position of the Client deteriorates to such an extent that in the opinion of Vision PEM the capability of the Client adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

13.1.11 the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

13.2 Termination will not affect either party's outstanding rights or duties, including Vision PEM's right to recover from the Client any money it owes to Vision PEM under these Conditions. The Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

14 EFFECTS OF TERMINATION AND EXIT SERVICES – THE CLIENT’S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.

14.1 Upon or shortly after termination of the Contract, Vision PEM shall provide the following services (the “Exit Services”) and the Client shall pay the Exit Charges:

14.1.1 (where the Client has notified Vision PEM in writing of the name, address and telephone number of a new managing agent to provide block management services in relation to the Property) transfer all legal bundles of information in respect of any outstanding debt recovery matters to the new managing agents and serve notice upon the relevant court of the change of managing agents;

14.1.2 Procure the production of closing invoices in respect of any work in progress from any of Vision PEM’s departments engaged under any contract for services in respect of the Property;

14.1.3 (Upon receipt of payment in respect of all outstanding Vision PEM’s Management Fees) return any keys in Vision PEM’s possession or details of keypad codes or codes to safe(s) where keys are held in respect of the Property to the Client Representative;

14.1.4 Produce an invoice for any keypads installed at Vision PEM’s cost during the Term where such keypads are at the Property;

14.1.5 (where the Client has notified Vision PEM in writing of the name, address and telephone number of a new managing agent to provide block management services in relation to the Property) forward electronic data held by Vision PEM in electronic format to the new managing agent (where applicable);

14.1.6 Close down of any uncompleted tasks on Vision PEM’s system so that all billable work in progress is invoiced;

14.1.7 send the statutory books and records of the Residents’ Management Company and any company secretarial files and, where applicable, change the registered office of the Residents’ Management Company to such office notified to Vision PEM, or in default of notification within 14 calendar days of written request by Vision PEM, to the private resident address of the Client Representative or any other director of the Residents’ Management Company;

14.1.8 notify the Tenants of the termination or otherwise expiration of the Contract and (where the Client has notified Vision PEM in writing (by e-mail or post) of the name, address and telephone number of a new managing agent to provide block management services in relation to the Property, the details of the new managing agent;

14.1.9 Write to utility providers notifying them of the new managing agent;

14.1.10 undertakes the statutory consultation process under the Transfer of Undertakings (Protection of Employment) Regulations 2006 in respect of any staff employed by Vision PEM engaged exclusively (or substantially) at the Property;

14.1.11 notify any contractors undertaking or contracted by Vision PEM, in its capacity as agent for and on behalf of the Residents’ Management Company, to undertake any work at the Property of the termination or expiration of the Contract and (where the Client has notified Vision PEM in writing of the name, address and telephone number of a new managing agent to provide block management services in relation to the Property, the details of the new managing agent;

14.1.12 (where the Client has notified Vision PEM in writing of the name, address and telephone number of a new managing agent to provide block management services in relation to the Property) send all statutory information and other records held in respect of the Property (including accounts data) to the new managing agent or in default of being notified of the appointment of an alternative agent within 28 calendar days of written request by Vision PEM, to the address of the Client Representative; and

14.1.13 (where the Client has notified Vision PEM in writing of the name, address and telephone number of a new managing agent to provide block management services in relation to the Property), notify HM Revenue & Customs of the new managing agent's address;

14.1.14 close its records in respect of outstanding Block Management Services

14.1.15 subject to there being sufficient funds in the Client Account (after the deduction of all outstanding Vision PEM's Management Fees) pay from the funds available in the Client Account all outstanding Block Management Fees in respect of all accrued, but unpaid Block Management Services and, in the case that there are insufficient funds available for this purpose, sending a copy of any invoices relating to all such outstanding Block Management Fees to the new managing agent; and

14.1.16 (upon receipt of payment in respect of all outstanding Vision PEM's Management Fees) arrange the closure of the Client Account and (where the Client has notified Vision PEM in writing of the name, address and bank account details of a new managing agent to provide block management services in relation to the Property) transfer any residual balance held in the Client Account to the new managing agent's bank account.

14.2 The Exit Charges are calculated on a time-spent basis. Vision PEM estimates that such Exit Fees shall be approximately £500.00 plus £30 per Flat. However, this is not intended to be taken as fixed. Vision PEM shall use its reasonable endeavours where practicable to provide the Client with an estimate of Exit Charges where such charges are likely to exceed this estimate.

14.3 Vision PEM shall not be required to forward on any post received by it on behalf of the Client after the Contract has terminated. The Client shall be responsible for notifying any other third parties of the change of registered office address of the Residents' Management Company upon completion, termination or earlier cancellation of the Contract; and

15 CLIENT ACCOUNT AND PAYMENTS

15.1 Vision PEM shall open a client bank account (the "Client Account") in relation to and designate such account as a trust account of the Residents' Management Company for the purpose of funding the Block Management Services.

15.2 After the Commencement Date, Vision PEM (in its capacity as agent of the Residents' Management Company) shall write to each Tenant to request payment on account of the proportion of the Block Management Fees and any Block Management Expenses payable by them to be made into the Client Account.

15.3 Vision PEM (in its capacity as agent of the Residents' Management Company) shall be entitled (but not obliged) to charge a Tenant in advance for the provision of any Tenant Service agreed in accordance with Condition 7.2. In the event that Vision PEM decides to invoice any Tenant Service Fees in arrears, Vision PEM shall add the amount of the relevant Tenant Service Fee to the proportion of the Block Management Fees payable by the Tenant in question.

15.4 Vision PEM shall deposit any sums received under Condition 15.2 into the Client Account.

15.5 The Client agrees and accepts that Vision PEM may draw on any monies in the Client Account to pay the Block Management Fees and any Block Management Expenses as and when required and that Vision PEM has no liability to any individual Tenant in respect of the operation of the Client Account.

16 PAYMENTS AND INVOICING

16.1 Subject to Condition 16.2 and there being sufficient funds, the Client agrees and authorises Vision PEM to deduct all Block Management Fees and Block Management Expenses from the Client Account.

16.2 Where Vision PEM shall have provided Tenant Services and there shall remain unpaid any Tenant Service Fees all payments made by the relevant Tenant into the Client Account shall be deemed to be made in discharge of the Tenant Service Fees as opposed to payment on account of the Block Management Fees until such time as all Tenant Service Fees have been discharged in full. Vision PEM shall be entitled to deduct Tenant Service Fees from any payments received on account or otherwise of such fees into the Client Account by the Tenant(s) in question in accordance with Condition 15.3. Where Vision PEM may otherwise pursue a Tenant in respect of any outstanding unpaid Tenant Service Fees the Client shall take such action and give such information and assistance as Vision PEM may reasonably request to recover any outstanding Tenant Service Fees.

16.3 Vision PEM shall make available via the Client's account accessible from the Website all third party contractors' invoices. Vision PEM shall send all invoices in respect of each Tenant's share of the Block Management Fees to each Tenant in accordance with Condition 15.2.

16.4 Time for payment shall be of the essence of the Contract.

16.5 Vision PEM shall invoice the Client in respect of the Additional Service Fees and any further Block Management Expenses in arrears unless otherwise agreed in writing.

16.6 Vision PEM's Management Fee shall be payable by the Client and deductible from the Client Account in priority to any other Block Management Fees or Block Management Expenses. Vision PEM (in its capacity as agent for the Client) shall pay all Block Management Expenses in chronological order of the invoice date. Where there are sufficient funds in the Client Account to pay a smaller bill which is later in time, Vision PEM shall not make payment of that bill until all earlier dated bills have been settled even if that results in the Client being uninsured or incurring other penalties. If the Block Management Expense that cannot be paid is in respect of insurance, Vision PEM shall notify the Client by e-mail or in writing as soon as practicable before any insurance policy in respect of the Property expires.

16.7 All sums payable to Vision PEM under the Contract shall become due immediately on its termination, despite any other provision. This Condition 16.7 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

16.8 Vision PEM may, without prejudice to any other rights it may have, set off any liability of the Client to Vision PEM against any liability of Vision PEM to the Client.

17 LATE PAYMENTS

17.1 If the Block Management Fees, or any part of them, are not received by Vision PEM by the due date for payment, Vision PEM may charge interest on the overdue amount at the rate of 4% above the base lending rate of HSBC Bank Plc's base lending rate from time to time. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. Payment of the interest is required in addition to the overdue amount.

17.2 In addition to the Basic Block Management Fees and the Additional Block Management Fees, the Client accepts that Vision PEM shall be entitled to charge the Late Payment Administration Fee in respect of each Tenant that fails to credit the Client Account with his or her proportion of the Block Management Fees by the due date for payment as set out in the notification issued by Vision PEM in accordance with Condition 15.2. This fee represents what Vision PEM considers to be reasonable in respect of its time spent in checking the Client Account, writing to the Tenant in question notifying them of their outstanding proportion of the Block Management Fees.

18 PRICE AND EXIT CHARGES

18.1 The price of the Basic Block Management Services shall be the Basic Block Management Service Fee. The price for the Exit Services shall be the Exit Charges.

18.2 In addition to Vision PEM's Management Fee, Vision PEM shall be entitled to charge and the Client agrees to pay the Administration Charges in respect of the items listed in Part 3 of Schedule 1 of these Conditions.

18.3 The Client shall notify Vision PEM if the Property comprises any additional Flats during the Term and agrees and accepts that Vision PEM may review the Block Management Fees to account for any additional Flats in accordance with Conditions 6.2 and 18.4.

18.4 Vision PEM reserves the right to terminate the Contract immediately in the event that the Client notifies (or fails to notify) Vision PEM that it does not accept any increase in the Block Management Fees.

18.5 Unless otherwise stated, the Basic Block Management Fees, Additional Service Fees and the Administration Charges shall be inclusive of VAT at the rate prevailing as at the date of issue of the Initial Email or otherwise the date of communication of such charges to the Client. Where the prevailing rate of VAT may increase the Block Management Fees and each and every constituent element to which VAT shall be applicable shall be adjusted accordingly on a pro rata basis as at the date such prevailing VAT rate shall change and an appropriate credit shall be issued by Vision PEM to the Client as against future payment due (in the case of a decrease in the rate of VAT entitling the Client to a refund of any payment previously made) or a further payment shall fall due from the Client to Vision PEM (in the case of an increase in the date of VAT).

19 SECTION 20 SERVICE - QUALIFYING WORKS AND QUALIFYING LONG TERM AGREEMENTS

19.1 Where in respect of any Qualifying Works or Qualifying Long Term Agreement, Vision PEM is instructed to provide the Section 20 Service, the Client agrees that Vision PEM may propose the Client contract with either in-house contractors of Vision PEM or third party contractors. Contractors may be selected by Vision PEM on the basis of the quality of service and/or commercial rates and/or Vision PEM's historic experience in dealing with such contractors when acting as agent for other clients.

19.2 The Client may instruct Vision PEM to engage alternative third party contractors to obtain or undertake Qualifying Works or enter into Qualifying Long Term Agreements. Where this occurs the Client accepts it may not receive services on the same commercial terms as they would otherwise have received from Vision PEM's proposed contractors. The contractor to be appointed in respect of any Qualifying Works or Qualifying Long Term Agreement shall be determined by the Client (acting by its Client Representative).

19.3 Unless requested otherwise at the date of original instruction to Vision PEM, or otherwise agreed by Vision PEM in writing, Vision PEM (in its capacity as agent of the Residents' Management Company) may instruct Vision PEM's in-house surveyors and/or architects to provide the relevant services comprised within the Section 20 Service and/or Extra Section 20 Service.

19.4 Subject to Condition 22.4.3, the Client may instruct Vision PEM to engage alternative surveyors and/or architects to undertake the work comprised within any Section 20 Service or Extra Section 20 Service. Where this occurs the Client accepts it may not receive services on the same commercial terms as they would otherwise have received from Vision PEM's in-house surveyors and/or architects (as applicable). Accordingly, where any of the services comprised within the Extra Section 20 Service, are stated as being charged at an hourly rate, upon the engaging of alternative surveyors and/or architects the applicable hourly rate will not be that set out in Schedule 1 of these Conditions, but there shall be substituted the third party surveyors'/architects' (as applicable) hourly rates.

19.5 Subject to Condition 19.4 and the Client agreeing Vision PEM's applicable charges in respect of the provision of the Section 20 Service and the Extra Section 20 Service, the Section 20 Service and the Extra Section 20 Service shall form part of the Contract. Acceptance of such charges shall occur as a variation of the Contract in accordance with Conditions 6.2 and 6.3 (Variation). The price for providing the Section 20 Service shall be the Section 20 Process Fee and the price for providing the Extra Section 20 Service shall be the Extra Section 20 Service Fee or such other fee as Vision PEM may notify the Client prior to agreeing to provide such Section 20 Service. Notwithstanding that the Section 20 Service is listed as one of the Additional Services the Section 20 Service and the Extra Section 20 Service shall not form part of the Contract until the parties have agreed to the Vision PEM's applicable charges for the provision of such service.

19.6 The Client agrees that the fees of any contractors instructed to undertake any Qualifying Works or to enter into any Qualifying Long Term Agreement shall constitute Block Management Expenses, which shall be payable by the Client in addition to any other Block Management Expenses and Block Management Fees. Accordingly and without prejudice to Condition 16.1, Vision PEM shall be authorised to deduct such fees from the Client Account.

19.7 The Client acknowledges and accepts that any contracts in respect of any Qualifying Works or any Qualifying Long Term Agreements shall be entered into by the Residents' Management Company (acting by its agent Vision PEM) and the contractor. Accordingly, the Client agrees that Vision PEM shall have no liability in respect of such contracts.

20 VISIONS RIGHT TO SUB-CONTRACT

20.1 Without prejudice to Condition 19, the Client agrees that:

20.1.1 Vision PEM may assign or otherwise subcontract the Contract or any part of it to any person, firm or company; and

20.1.2 Vision PEM may (in its capacity as the Client's agent) use any third party contractor to provide all or any part of the Block Management Services. In such circumstances the Client accepts that Vision PEM shall be entitled to contract as agent for the Residents' Management Company with such contractor in question and where this shall occur, Vision PEM shall not incur any liability in its personal capacity in respect of the acts, omissions, failings or other breaches of obligation on the part of such contractor.

21 COPY DOCUMENTATION

The Client accepts that Vision PEM may make a reasonable charge for any copy documentation requested by the Client. Vision PEM shall provide details of such charges to the Client upon receipt of an e-mailed request.

22 LIMITATION OF LIABILITY – THE CLIENT’S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

22.1 This Condition 22 sets out the entire financial liability of the Client and Vision PEM to the other in respect of:

22.1.1 Any breach of the Contract; and

22.1.2 Any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

22.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

22.3 Nothing in these Conditions limits or excludes:

22.3.1 The liability of the parties for death or personal injury resulting from negligence; or

22.3.2 The liability of the parties for any damage or liability incurred by the other as a result of fraud or fraudulent misrepresentation by that party; or

22.3.3 where the Client is a consumer within the meaning of the Unfair Contract Terms Act 1977, the Client’s statutory rights implied by section 2 of the Supply of Goods and Services Act 1982 shall not be adversely affected by these Conditions nor shall these terms and conditions seek to limit liability in respect of losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or

22.3.4 Any other matter for which it would be illegal or unlawful for the parties to exclude or attempt to exclude its liability.

22.4 Subject to Conditions 22.2 and 22.3:

22.4.1 Neither party shall be liable for:

22.4.1.1 Loss of income or revenue; or

22.4.1.2 Loss of business; or

22.4.1.3 Depletion of goodwill and/or similar losses; or

22.4.1.4 Loss of anticipated savings; or

22.4.1.5 Loss of data

22.4.1.6 Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

However (subject to Condition 22.4.3), in the case of the Client being a consumer within the meaning of the Unfair Contract Terms Act 1977, this Condition 22.4.1 shall not prevent claims for foreseeable loss of, or damage to, the Client's physical property caused by Vision PEM.

22.4.2 Vision PEM's total liability of whatsoever nature to the Client under the Contract, including but not limited to liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise and inclusive of all liability to the client in respect of the costs and expenses of any action pursued against Vision PEM, shall not exceed in total the sum of £3,000,000 being the limit of Vision PEM's professional indemnity insurance cover.

22.4.3 Where Vision PEM contracts with any third party to provide services forming part of or ancillary to the Block Management Services the liability of Vision PEM in relation to the services provided shall be limited to the obligation (acting at the request of the Client) to use reasonable endeavours to enforce any such contractual rights Vision PEM may have as against such third party. Vision PEM's obligation to so enforce shall be conditional upon the Client's agreement to indemnify Vision PEM in respect of all costs, expenses, and liabilities it may incur of whatsoever nature, in implementing the Client's request.

23 DATA PROTECTION

23.1 The Client acknowledges and agrees that details of the Property, the members of the Residents' Management Company, lessees of the Property, the Landlord, any management company in respect of the Property, historical management information, the Client's name, address and payment record (including financial and credit card data) and any other personal data within the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, of which the Client is the Data Controller (within the meaning set out in section 1(1) of the Data Protection Act 1998) and in relation to which Vision PEM is providing services under these Conditions (together "Personal Data") will be retained by Vision PEM in both or either of paper and electronic format and may be submitted to a credit reference agency. Personal data will be processed by and on behalf of Vision PEM in connection with or ancillary to the provision of Block Management Services. Vision PEM agrees not to process such Personal Data for any other purpose.

23.2 Vision PEM is a registered data controller under the Data Protection Act 1998 and its registration number is available on the Website.

23.3 The Client agrees to obtain suitable permissions from the persons mentioned at Condition 23.1 to allow their Personal Data to be stored and processed by Vision PEM.

23.4 Vision PEM shall promptly comply with any request from the Client requiring Vision PEM to amend, transfer or delete the Personal Data.

23.5 The Client shall keep Vision PEM indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Vision PEM as a result of or in connection with:

23.5.1 Any failure to obtain consent from the persons listed at Condition 23.1 to Vision PEM using and storing their data; and

23.5.2 any claim made against Vision PEM in respect of any liability, loss, damage, injury, cost or expense sustained by Vision PEM 's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of data under this Condition 23 (Data Protection) as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Client.

23.6 Vision PEM may provide general updates and details of its Block Management Services from time to time to the Client. If the Client does not want Vision PEM to use its personal data to contact it by electronic means (e-mail or SMS) with information about updates or Block Management Services the Client should e-mail Vision PEM at Info@visionmanagementuk.com.

23.7 This Condition 20 is without prejudice to any rights the Client may have under the Data Protection Act 1998.

24 COMMUNICATIONS

24.1 Any notice or other communication to be given to Vision PEM under the Contract shall be given by pre-paid first class post to Vision PEM's registered office address or by fax to the fax number set out on the Website or by e-mail to info@visionmanagementuk.com and, in each case, must contain the address of the Property, the Client Representative's name and (where Vision PEM has issued a task identification number) the task id number in the subject header of the e-mail. Accordingly, such other methods of service shall not constitute valid delivery.

24.2 Any notice or other communication to be given to the Client under this Contract shall be addressed to the Client Representative or any of the directors of the Residents' Management Company and sent by e-mail or (at Vision PEM's option) post to the address specified by the Client in the information it submitted to Vision PEM by following the electronic link in the Order E-mail. No other methods of service shall constitute valid delivery.

24.3 If a notice or other communication has been properly sent or delivered in accordance with this Condition, it will be deemed to have been received as follows:

24.3.1 if sent by pre-paid first-class post or recorded delivery, 9.00 am on the fifth working day after posting; or

24.3.2 if sent by fax, 24 hours after the time of transmission; or

24.3.3 if sent by e-mail, 24 hours after the e-mail was sent.

24.4 To prove delivery, it is sufficient to prove that:

24.4.1 if sent by pre-paid first-class post, the envelope containing the notice or other communication was properly addressed and posted; or

24.4.2 if sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or

24.4.3 if sent by e-mail was sent to the specified e-mail address of the addressee.

25 EVENTS BEYOND CONTROL

25.1 Neither party shall be liable or responsible for any failure to perform, or delay in performing of, any of its obligations under these Conditions that is caused by events outside of its reasonable control ("Force Majeure Event").

25.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond a party's reasonable control and includes, in particular (without limitation), the following:

25.2.1 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or

25.2.2 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or

25.2.3 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

25.2.4 Impossibility of the use of public or private telecommunications networks.

25.3 Accordingly, the party's (suffering the Force Majeure Event in question) obligations under these Terms are suspended for the period that the Force Majeure Event continues, and the time to perform such obligations shall be extended for the duration of that period. Vision PEM and the Client agree to take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which its obligations under these Terms can be performed despite the Force Majeure Event.

26 ASSIGNMENTS

Without prejudice to Condition 20 (Vision PEM's Right to Sub-Contract) neither party shall be permitted to assign the Contract or any part of it without the prior written consent of the other.

27 ENTIRE AGREEMENT

27.1 Conditions 27.2 to 27.4 (inclusive) shall apply to a Client contracting as a consumer within the meaning of the Unfair Contract Terms Act 1977.

27.2 Vision PEM considers these Conditions, the Order E-mail and the Confirmation E-mail to set out the whole agreement between the Client and Vision PEM for the supply of Block Management Services.

27.3 The Client is advised to check that the details in these Conditions and the Order E-mail are complete and accurate before the Client commits itself to the Contract. If the Client thinks that there is a mistake, the Client is advised to ask Vision PEM to confirm any changes in writing, because Vision PEM only accepts responsibility for statements and representations made in writing by its authorised employees and agents.

27.4 The Client is advised to ensure that it reads and understands these Conditions before it submits its information (thereby accepting the Contract), because the Client shall be bound by these Conditions once a contract comes into existence between Vision PEM and the Client in accordance with Condition 2.

27.5 In the case of a Client not being a consumer within the meaning of the Unfair Contract Terms Act 1977, subject to Condition 27.6, each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in the Contract.

27.6 Nothing in this Condition shall limit or exclude any liability for fraud or (in the case of a consumer Client within the meaning of the Unfair Contract Terms Act 1977 only) misrepresentation.

28 MISCELLANEOUS

28.1 Each right or remedy of Vision PEM under the contract is without prejudice to any other right or remedy of Vision PEM whether under the Contract or not.

28.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

28.3 Failure or delay by Vision PEM in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

28.4 Any waiver by Vision PEM of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.

28.5 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties.

28.6 The parties to this Contract do not intend any term of this Contract to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

29 GOVERNING LAW

SCHEDULE 1

Part 1: Additional Services and Additional Service Fees

No.	Additional Service	Additional Service Fee (inclusive of VAT)
1.	Lease Extension	As notified by Vision PEM on request
2.	Collective Enfranchisement	As notified by Vision PEM on request
3.	Issuance of notice of intended legal proceedings (excluding court fees, which shall be payable in addition)	£29.99 per Flat
4.	Issuance of legal proceedings in the County Court (excluding court fees, which shall be payable in addition). This particular service includes: (a) downloading a copy of the lease in relation to the Flat in question; (b) checking the lease in question for clauses concerning	As notified by Vision PEM on request

recovery of service charges;

(c) drafting the particulars of claim;

(d) collating supporting evidence received from the Client;
and

(e) Submitting the claim form to the County Court.

5.	Process to recover monies from mortgage company. This particular service includes issuing a copy of the County Court judgement and court forms to the mortgage company in relation to the Flat in question requesting payment and two follow up letters.	As notified by Vision PEM on request
6.	Drafting specifications for any works to be reviewed by a surveyor or architect	As notified by Vision PEM on request
7.	Drafting legal documents	As notified by Vision PEM on request
8.	Submitting an appropriate notification of any insurance claim notified by the Client online	£50 per claim
10.	Notifying the insurer of any insurance claims notified by the Client by telephone or in writing (excluding online)	£99.99 per hour
11.	Architects or Surveyors specifications	As notified by Vision PEM on request
12.	Hourly rate for work carried out by Vision PEM's surveyors or architects department	As notified by Vision PEM on request
13.	Company Secretarial Services	free
14.	Section 20 Service (excluding the Extra Section 20 Service)	£500.00+vat plus £10.00 per Flat for works up to £5000.00 +vat £1500.00+vat plus £30 per flat for works not exceeding £15001.00. works exceeding £15001 fees cannot exceed 10% Section 20 Process Fee")
15.	Arranging parking scheme at the Property	£100.00

Part 2 – Tenant Services

No.	Additional Service	Additional Service Fee (inclusive of VAT)
1.	<p>Notice of transfer of a Flat (including charge where applicable) over a Flat. This particular service includes:</p> <p>(a) notifying the Landlord and any headlessee, the Tenant and the proposed transferee of the proposed transfer/charge;</p> <p>(b) updating Vision PEM’s service charge record relating to the Flat in question; and</p> <p>(c) (where the transfer includes a charge) undertaking the services set out at “Notice of Charge” below.</p>	£150.00 per transfer per Flat
2.	<p>Notice of charge only. This particular service includes:</p> <p>(a) notifying the Landlord and the Residents’ Management Company of the proposed charge; and</p> <p>(b) Notifying the head and sub-lessee of the charge.</p>	£50+avt per charge
3.	Preparing a sales information pack	£250+vat per sales information pack per Flat
4.	Issuing of a Certificate of Compliance	£100 per certificate
5.	Hourly rate in connection with a licence to alter (subject to the Tenant in question satisfying the relevant statutory requirements) in respect of a Flat.	As notified by Vision PEM on request
6.	Hourly rate in connection with a licence to sublet (subject to the Tenant in question satisfying the relevant statutory requirements) in respect of a Flat.	As notified by Vision PEM on request
	To attend an LVT hearing on behalf of clients £50+vat per hour	

Part 3 - Administration Charges

SCHEDULE 2

Part 1: Section 20 Service

1. Inspecting the Property and discussing any required works arising from the inspection with the Resident's Management Company and advising whether a consultation is required under section 20 of the Act. Please note that the surveyor's and/or architects fees are not included in the Section 20 Process Fee, which are payable in addition to the Section 20 Process Fee on a time spent basis at, if Vision PEM's surveyors or architects (as applicable) are instructed, Vision PEM's in-house surveyors'/architects' standard hourly rates set out in Part 1 of Schedule 1. Alternatively, if the Client's surveyors or architects are instructed in accordance with Condition 19.4, at such external surveyors'/architects' hourly rates;
2. Issuing instructions on the Resident Management Company's behalf to Vision PEM's in-house architects and/or surveyors to produce national building specification for the works required and to prepare any building control, planning and/or listed building consent applications. Please note that the cost of the surveyor's specification constitutes an Extra Section 20 Service and is not included in the Section 20 Service Process Fee. Accordingly, the fee (charged on a time spent basis) for such surveyors' specification is payable in addition at, if Vision PEM's surveyors are instructed, Vision PEM's surveyor's standard hourly rates set out at Part 1 of Schedule 1 and shall constitute an Extra Section 20 Service Fee. Alternatively, if the Client's surveyors are instructed in accordance with Condition 19.4, the fee shall be charged at such external surveyors'/architects' hourly rates;
3. Obtaining approval from the Residents' Management Company of the surveyor's or architect's specification. Please note that the surveyor's and/or architects fees are not included in the Section 20 Process Fee, which constitute an Extra Section 20 Service and is not included in the Section 20 Service Process Fee. Accordingly, the fee (charged on a time spent basis) for such work is payable in addition at, if Vision PEM's surveyors/architects are instructed, Vision PEM's surveyor's/architect's standard hourly rates set out at Part 1 of Schedule 1 and shall constitute an Extra Section 20 Service Fee. Alternatively, if the Client's surveyors are instructed in accordance with Condition 19.4, the fee shall be charged at such external surveyors'/architects' hourly rates;
4. Issuing a consultation letter including the specification of Qualifying Works or the Qualifying Long Term Agreement and all statutory notices to all Tenants;
5. Acknowledging all observations received from Tenants and logging details of such observations onto Vision PEM's system. This does not include providing any other response nor analysing the content of the Tenants' observations, which each constitute an Extra Section 20 Service and is chargeable in addition at the relevant Extra Section 20 Service Fee;
6. Instructing surveyors to modify the specification in accordance with any changes which Vision PEM and/or the Residents' Management Company consider necessary arising from the observations raised following the consultation process. Please note that the surveyor's and/or architects fees are not included in the Section 20 Process Fee, which constitute an Extra Section 20 Service and is not included in the Section 20 Service Process Fee. Accordingly, the fee (charged on a time spent basis) for such work is payable in addition at, if Vision PEM's surveyors/architects are instructed, Vision PEM's surveyor's/architect's standard hourly rates set out at Part 1 of Schedule 1 and shall constitute an Extra Section 20 Service Fee. Alternatively, if the Client's surveyors are instructed in accordance with Condition 19.4, the fee shall be charged at such external surveyors'/architects' hourly rates;

7. Creating and issuing tender documents to a maximum of 5 contractor companies and process their tenders;
8. Following up with contractors to check whether they have submitted their tenders. This does not include Vision PEM's or Vision PEM's surveyors or architects time attending any meetings with contractors or any time spent providing specific clarifications on the Qualifying Works or the Qualifying Long Term Agreement in question, which constitute an Extra Section 20 Service and is chargeable in addition to the Section 20 Process Fee at the relevant Extra Section 20 Service Fee. In the case of Vision PEM's time, such time shall be charged at the Section 20 Process Fee equivalent to that of the hourly rate of Vision PEM's in-house surveyors/architects;
9. Reporting the tenders to the board of directors of the Residents' Management Company;
10. Obtaining the Residents' Management Company's instructions in relation to item 1.4 of paragraph 2 of Part 2 of this Schedule 2 and notify all parties of the approved contractor(s);
11. Instruct the contractor (in Vision PEM's capacity as agent of the Residents' Management Company) in the name of the Residents' Management Company appointed by the Client in accordance with Condition 19.1;
12. Recording the signed copy on our systems;
13. Storing documentation (in particular, guarantees, contract variations, revised specifications, CDM sign-offs, health and safety files and maintenance records) held in relation to the Section 20 Service in question in Vision PEM's archive for 6 years. Please note that this does not include uploading the information to and labelling such information, which are separate and charged on a time spent basis at Vision PEM's hourly rate. Accordingly, uploading and labelling of information shall constitute an Extra Section 20 Service.

Part 2: Extra Section 20 Services

1. Subject to paragraph 2 of this Part 2 of Schedule 2 and in addition to the services specified as Extra Section 20 Services in Part 1 of this Schedule 2, the following services also constitute Extra Section 20 Services and shall be charged on a time spent basis (in addition to the Section 20 Process Fee) at Vision PEM's surveyor's/architects standard hourly rates set out at Part 1 of Schedule 1 and shall constitute an Extra Section 20 Service Fee:
 - 1.1 proposing contractors to undertake the Qualifying Works or entering into the Qualifying Long Term Agreement to the Residents' Management Company and obtaining its consent to their appointment;
 - 1.2 providing a response to all Tenants in respect of the issues raised by the Tenant in question following the consultation letter;
 - 1.3 progressing by Vision PEM's surveyors of any Construction Design and Management regulation issues and supervision of contractor health and safety compliance;
 - 1.4 reviewing calculations received from contractors in respect of their tenders, the chosen approaches and any other data provided by contractors in support of their respective tenders and selecting a contractor to recommend to the Residents' Management Company;
 - 1.5 calculating and adding any extra costs to the Property's account and invoicing the Tenants for its proportion of such extra costs;

1.6 following receipt of funds from the Tenants in accordance with item 1.5 of this Part 2 of Schedule 2, preparing a JCT Minor Works contract and sending such contract to the Residents' Management Company and the contractor for signing;

1.7 supervising and managing the Qualifying Works contract or Qualifying Long Term Agreement in question by Vision PEM's surveyors department including notifying the Residents' Management Company of any issues and checking work against specification prior to final surveyor sign-off; and

1.8 signing-off completed works by the surveyors.

2 Where parties agree that Vision PEM's in-house surveyors/architects (as applicable) shall not provide any of the Section 20 Services or Extra Section 20 Services in accordance with Condition 19.4 of these Conditions, the price shall be that of the third party's fees.

SCHEDULE 3

EXIT CHARGES AND LATE PAYMENT ADMINISTRATION FEE

Exit Charges: £99.99 per hour

Late Payment Administration Fee: £9.99 per late payment per Tenant