**Management Agreement**

**Almshouse Association Model Template**

This agreement should be amended to suit the needs of the Almshouse charity. The Almshouse Association always advises seeking professional legal advice when necessary.

**Almshouse Association Template**This Agreement is made the ……. day of ……………............….. 20 …….. between:

the trustees of ……........................................................................................................…… Almshouses

Registered Charity No ….....................… (hereinafter called the “Charity”)

namely …………………......................................................................................………, of the one part and

……......................................................................................................…… whose registered office is at

................................................................................................................................................................

(hereinafter called “the Managing Agent”) of the other part.

WHEREAS

The charity is administered under a Scheme a copy of which is annexed hereto (hereinafter called the “Scheme”) made by the Charity Commissioners for England and Wales on the …….. (as amended by order dated ……………..) and owns the almshouses at …………………… (hereinafter called the “almshouses”).

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1** In consideration of the provision of the services set out in Clause 4 hereof the charity will pay to the Managing Agent on a quarterly basis in advance commencing with effect from ……………… a fee, to be agreed not less than one month prior to the charity’s financial year end, initially of £ ….........…. per annum per almshouse managed including, where appropriate, value-added tax thereon and such other tax duty impost or levy which may from time to time be payable in respect of the same. This figure to be reviewed as at ………. ….. and annually thereafter.

**2** This agreement shall have effect from ……………. and shall continue for one year and thereafter on a quarterly basis provided that either party may terminate this Agreement at any time after the end of the first year calculated from the above date by giving to the other party at least three months’ previous notice in writing.

**3** Any notice served under this Agreement on the charity may be served on the chairman for the time being of the trustees of the charity and any notice served on the Managing Agent may be served at its registered office.

**4** The Managing Agent shall carry out the following duties in accordance with the instruction of the trustees:

**4.1 Regulation**

4.1.1 For Registered Providers ensure compliance with the charity’s governing document, Charity Commission regulatory requirements and returns.

4.1.2 Ensure compliance with the Regulator for Social Housing regulatory requirements and returns.

**4.2 Applications and Appointments**

4.2.1 Maintain a list of applicants and process applications.

4.2.2 Advertise the almshouse vacancies and report to the trustees to enable the trustees to make appointments from the qualifying applicants.

4.2.3 Advise the trustees on the day concerns about residents.

**4.3 Housing Management Service**

4.3.1 Arrange (X visits a year) to deal with site issues (e.g. inspect and report on the condition of the site) and endeavour to ensure the wellbeing of the residents (e.g. speaking to each resident at time of visit and report any complaint or concern about wellbeing).

4.3.2 Report to the trustees any matters of concern raised by the residents or that have come to notice.

4.3.3 Report to the trustees the need to update the Quinquennial Inspection.

**4.4 Property Management and Maintenance Service**

4.4.1 Arrange for the routine maintenance needs of the almshouses; obtain quotations where necessary; report to Trustees for approval. Once approval is received instruct Contractors as appropriate, supervise and approve the work prior to payment when completed.

4.4.2 Arrange for proper compliance with the Fire Safety: Regulatory Reform Order 2005 or any updated version thereof.

4.4.3 Arrange for annual gas safety checks.

4.4.4 Arrange appropriate inspection and testing of water supply, electrical, security, heating, lighting, hot and cold water installations.

4.4.5 Arrange for the maintenance of the gardens at the almshouses.

4.4.6 Arrange to undertake improvements as directed by the trustees.

**4.5 Financial Service**

4.5.1 Recommend a budget of income and expenditure to the trustees for the next financial year. This includes approval of the weekly maintenance contribution (WMC).

4.5.2 Maintain full accounting records for the charity.

4.5.3 Provide suitable banking arrangements for the charity and operate them within the limits and in accordance with the mandates agreed by the trustees. Provide separate accounting records for the properties being managed.

4.5.4 Submit quarterly management accounts including income and expenditure against budget with commentary on exceptional items to the trustees (see Paragraph 10).

4.5.5 Maintain records of the residents’ WMC payments.

4.5.6 Arrange payment of all expenses for the maintenance and repair of the almshouses and grounds within the limits of the approved budget or as otherwise approved by the trustees.

4.5.7 Arrange payment of other expenses for the satisfactory running of the almshouses within the limits of the approved budget or as otherwise approved by the trustees.

4.5.8 Prepare draft annual report and accounts for audit and approval by the trustees.

4.5.9 Arrange for audit and liaison with the auditors in accordance with the trustees’ requirements. The trustees retain responsibility for the charity’s investments.

**4.6 Insurance**

4.6.1 As required or instructed by trustees, arrange the insurance of the almshouses and contents, the public and employers liability insurance and deal with any claims.

**5** All decisions regarding matters of policy and all exercises of discretion including the choice of beneficiaries must be referred to the trustees.

**6** The Managing Agent will not assign the benefit of this Agreement to any third party.

**7** The charity shall be entitled to terminate this Agreement with immediate effect in the event of the Managing Agent committing any fundamental/substantial breach of this Agreement.

**8** Upon termination of this Agreement, the Managing Agent will hand to the trustees of the charity all papers accounts and other documents which it is holding in connection with the charity including a full statement of accounts within three months of the termination date of the Agreement. Any outstanding monies due to either party will be reimbursed by the relevant party.

**9** All disputes or differences which shall at any time arise between the parties whether during the continuation of the Agreement or afterwards concerning this Agreement or its construction or effect or the rights duties or liabilities of the parties to it shall be referred to a single arbitrator to be agreed upon by the parties. For example, the RICS

**10** The Managing Agent will report to the trustees as at the end of each quarter (i.e. 31st March, 30th June, 30th September and 31st December) in writing. This report is to cover management accounts against budget, almshouses, residents and regulatory matters.

AS WITNESS the hands of the parties hereto the day and year first above written.

***Signed and delivered by:***

**For and on behalf of the charity:**

……………………...... (signature)

……………………...... (name)

……………………...... (appointment)

……………………...... (date)

**For and on behalf of** ………………..............................................………………

……………………...... (signature)

……………………...... (name)

……………………...... (appointment)

……………………...... (date)