Management Agreement Schedules

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Schedule 1

The Managed Dwellings, Unit Numbers, Allowances, Fees and GS Charges

Split of Housing Management Responsibilities

HOUSING MANAGEMENT	Landlord	Agent	Tenant
Housing management policy formulation			
Drawing up of management agreement	\boxtimes		
Tenant selection and transfer, including liaison with referral agencies			
Issuing licence/ tenancy agreement			
Rent setting			
Collection of rent			
Property insurance (Buildings)			
Property insurance (Contents)		\boxtimes	
Tenant consultation, information and participation related to housing matters only			
Dealing with tenant disputes			
Giving advice on claiming housing benefits (but not other benefits)			
Giving advice on bills/debts directly or primarily relating to the tenancy i.e. rent, gas, electricity, water, telephone and local taxes			
Formulating policy and giving advice relating to "move-on" and permanent housing opportunities			
Giving advice on dealing with the police and courts where this relates to housing matters			
Taking legal action against residents for breach of licence / tenancy		\boxtimes	
Providing the Association with sufficient information, records and support to fulfil the above			
Advice to tenants on aids and adaptations		\boxtimes	
Employer's liability and third party insurance			

HOUSING SERVICES	Landlord	Agent	Tenant
Electricity for lighting communal areas and communal boiler pumps.		\boxtimes	
Fuel for communal heating boilers			
Communal gardening			
Window cleaning			
Cleaning communal areas			
Providing a communal telephone			\boxtimes
Testing and programming of door entry phone system			
Routine testing of fire precautions, alarms and programming of door entry systems			
Communal water supply and Legionella testing			
Depreciation of, or replacement provision for:			
Cold Water Systems	\boxtimes		
Fire detection and fire fighting equipment and alarms	\boxtimes		
Emergency Lighting			
Door Entry Systems			
Security Equipment (CCTV) Hardwired (Landlord Installed)			
Security Equipment (CCTV) Hardwired (Agent Installed) OR Standalone (Landlord or Agent Installed)			
Lift			
Sewage Pumps			
TV Aerial (Communal Relay Only)			
Furniture in communal areas			
Office /sleep-in furniture			
Curtains/Blinds in communal areas			
Cookers and microwaves			
Fridges & freezers			

Depreciation of, or replacement provision for:				
Washing machines & driers				
Dishwashers				
Floor coverings in communal areas				
MAINTENANCE	Landlord	Agent	Tenant	
Maintenance and repair of boilers, heat exchangers, hot water tanks, radiators, water blenders and pipes, all for communal use	\boxtimes			
Maintenance of gifted items				
Maintenance of garden grounds fixtures and fittings i.e. paths, patios, fences etc.	\boxtimes			
Maintenance and repair of fire equipment, alarms, smoke detectors, sprinklers and emergency lighting				
Maintenance of warden call, burglar and on-call alarms (where fitted)				
Maintenance of hoists and special baths				
Maintenance of door entry systems and lifts where provided				
Pesticides and pest control				
Costs of providing & maintaining a communal TV aerial				
External decorations				
Internal decoration of communal areas				
Internal decoration – tenants rooms (Short Stay Projects up to 2 years)				
Internal decoration – tenants rooms (Long Stay Projects 2 years+)			\boxtimes	
Gas and electrical safety checks (excl. PAT tests)	\boxtimes			
Electrical appliance safety checks (PAT testing)				
Regular Health and Safety checks of the premises		\boxtimes		
Annual fire risk assessments (Individual FRA each)	\boxtimes	\boxtimes		
Aids and adaptations (With Landlord Permission)				

Insurance excess payments for any repairs necessary as a result of any act, omission or neglect by residents, visitors or staff employed by the Support Provider (current excess £1000 or £5000 for arson)		\boxtimes	
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Variations to the Standard Agreement

Clause No.	Variation
Date variations agreed	Landlord Agent
Signature Print Name	Tariolog Agent

Maintenance Obligations

- A Day to day repairs The Landlord shall be responsible for day to day maintenance and repairs.
- B Cyclical Maintenance The Landlord shall be responsible for maintaining the communal facilities and external décor of the property (ies) to a reasonable standard. The regularity of this work will vary according to the degree of wear and tear incurred and the quality and durability of materials.
- C Major Repairs The Landlord will be responsible for all major repair required to the Premises which shall be deemed to include major repairs as defined in the HCA Schemework Procedure Guide and include foundations or the underpinning of the external structure of the building and the replacement of load bearing walls and floors.
- D Emergency Repairs Should the need for an emergency repair become apparent during or outside normal office hours, the tenant shall ring the Landlord to make safe until full repairs can be effected in accordance with the parties' responsibilities under this schedule. If the Landlord cannot affect a repair they will arrange for a contractor to attend. The cost of emergency repairs shall be borne by the Landlord.
- E Rechargeable Repairs –All repairs that are required as a result of wilful damage by the tenant will be recharged to the Agent.

F Agent's Specific Obligations

- i) The Agent shall not make any alterations or additions to the whole or any part of the premises without the prior written approval of the Landlord. Repairs under E should be carried out to a reasonable standard.
- ii) The Agent shall give all necessary assistance to the Landlord in the exercise of its repair responsibilities and enable it both to enter upon and examine the condition of any part of the Managed Dwellings at all reasonable time having given 24 hours prior notice save in case of emergency and to carry out and execute repairs, operations and improvements thereto;
- iii) The Agent shall inform the Landlord of any structural or significant damage whether intentional or accidental, and any damage which is potentially the subject of an insurance claim.

G Fire Fighting Equipment and Fire Safety

The Landlord shall maintain the fire fighting equipment in good order and regularly inspect the same.

The Agent shall assume responsibility for the following requirements with regard to fire safety:

- i) Adherence to all regulations, requirements and bye-laws including fire risk assessments relating to fire prevention and means of escape, including
 - (1) reporting immediately any deficiencies in fire fighting equipment, smoke/heat detectors, fire alarms, etc.

- (2) ensuring that fire doors are not fixed open and that self- closing mechanisms are not disconnected.
- (3) ensuring that clear notices are posted giving details of procedure in the event of fire.
- (4) ensuring that fire fighting equipment is kept in place and ready for use
- ii) Responsibility for ensuring all staff and occupants of the premises are regularly informed of the procedures to follow in the event of fire and the keeping of all means of escape free from obstruction
- iii) Responsibility for carrying out fire drills and instructing the occupants in the use of fire fighting equipment. Fire drills shall be recorded and the records made available for inspection as required

H Repair Categories and Response Times

- i) The Landlord shall use all reasonable endeavours to comply with the following and in all cases, excluding emergency repairs, will attempt to give an appointment for the repair at the first point of contact and always within agreed target dates.
- ii) <u>Emergency Repairs</u> These are repairs that become necessary as they are likely to cause danger to health, risk of life and limb to residents or persons in adjoining buildings, or serious damage to the structure and fabric of the Landlord's or adjoining buildings.

These repairs should be attended to within 24 hours.

Emergency repairs include: Blocked drain to sink, bath or shower or whole property, loss of electrical power to all or part of the property, repairing locks, doors or windows to make the property secure, Blocked or not flushing toilet where there is no second toilet, total loss of heating or hot water during periods of cold weather, water leaks from a pipe or toilet pan or through the roof and making safe parts of the building if there is an immediate danger.

iii) Urgent Repairs - Those repairs that are likely to cause serious inconvenience to the Landlord's residents and that may cause damage to the fabric of the building.

Urgent repairs should be carried out within 5 working days

Urgent repairs include: Broken glass, chimney pots and roof repairs, outside door locks and window catches when there is no immediate security risk, faulty (but not dangerous) electrical fittings, heating or hot water breakdown, an immersion heater not working and it is the only source of hot water, minor leaks from pipes, dripping overflows or faulty taps, television aerials and sockets we have installed and toilets leaking, not flushing or blocked where there is a second toilet in the property.

iv) Routine Repairs - Those repairs that will cause only minor inconvenience to residents and are not likely to cause any additional deterioration to the fabric or the structure of the building.

Routine repairs should be carried out within 28 working days.

Routine repairs include: baths, basins, sinks, taps, stop taps and toilet seats, fire grates and surrounds, guttering, roofs, garages and outbuildings, locks, hinges and catches, outside walls, fencing and gates, paths and drives, plasterwork, tiling and insulation, replacing basins, baths and toilets: and woodwork – doors, windows, floors and cupboards

v) Programmed Repairs - Programmed or ongoing repairs are non- urgent repairs that are usually made when a temporary repair is possible and then has to be programmed to be completed at the earliest opportunity as a follow up .They do not materially affect the life of residents. These repairs will be fitted into the ongoing programme of repairs or into the cyclical repair programme where appropriate. The aim is to complete these repairs within 3 months.

Programmed or planned repairs include: fencing; major landscape gardening works; DPC works; dry and wet rot works; major repairs; significant repairs and improvements; condensation works.

I Repairs within Defects Period

During the first year after handover of the premises the contractor is responsible for all contract defects that arise. During this period the Landlord shall notify the original contractor for action via the consultant. The Agent shall not under any circumstances contact the contractor or architect direct to report defects.

At the end of the defects liability period the Landlord will organise an inspection of the premises at which the Agent shall be present and a list of all defects noted will be made by the architect for the contractor to carry out within a reasonable period of time. Upon completion, the Landlord and the Agent will again inspect the premises to ensure that all work has been carried out satisfactorily.

Schedule 5

Selection and Allocation Criteria

Legal Action Procedure

- 1. Purpose
- 1.1 This Schedule clarifies the roles of either party to the agreement in respect to legal action as a result of breach of tenancy agreement.
- 2. Procedure
- 2.1 The Agent shall follow its own procedures when a tenant is in breach of the occupancy agreement until such time all avenues to rectify the breach have been exhausted and the only course of action left is to issue Notice Seeking Possession or Notice to Quit.
- 2.2 At the following stages the Agent shall provide a written report (Pro forma attached) to the Association and the Association will reply if they have any objection:
 - 2.2.1 Prior to the commencement of legal action
 - 2.2.2 Prior to eviction
- 3. Emergency Procedure
- 3.1 Where, in exceptional circumstances such as violent incidents, a resident has been evicted with immediate effect, the Agent should provide the Head of Supported Housing with a written report within 24 hours. The case will then be formally reviewed by the Agent and Association to see that the request was reasonable.

Legal Action Report Proforma

(In the case of requests for eviction an up to date version of this report should be completed)

Report prepared by:

Date:

Position:

Residents Name:

Address:

License / Tenancy start date:

Age:

Income Details (If applicable to notice):

Length of Notice:

Details of case: (Continue on a separate sheet)

Reasons for notice (amounts owing, details of incidents etc.),

Detailed history of residents time in project

Previous relevant information

Details of action taken with dates i.e. warnings given and letters written.

Details of Police involvement, court cases etc.

Confidentiality Statement

- 1. It is accepted that employees, residents and applicants have a right to privacy. Information held which is personal to individuals will be treated as confidential. Both parties are committed to maintaining the confidentiality of information held about individuals at all times. Such information will not be disclosed to a third party without the consent of the person concerned, except for those circumstances as detailed in section 7.
- 2. Personal data held is subject to regulations contained in the Data Protection Act 1998. Such information will not be disclosed to third parties without individual consent.
- 3. Information held about individuals should be relevant to the purpose for which it is held. The reasons why it is required and held will be explained to the individual on request.
- 4. Personal information will be held securely, i.e. it will not be accessible to unauthorised persons. It will be accessible to members of the staff of both parties for the purpose of managing the property and the provision of care.
- 5. Statistical records held for monitoring purposes, e.g. ethnic monitoring, will be held anonymously.
- 6. Under the provisions of the Housing act 1985, the Tenants' Guarantee, and the Data Protection Act 1998, residents and applicants have a right to inspect information held about them. Such information will be made available on request, but information provided by third parties, e.g. doctor's letters, may be removed.
- 7. The following circumstances constitute exceptions to the requirement to seek individual consent before divulging information:
- a) Tenancy information (e.g. date of commencement, amount of rent) may be divulged to the Housing Benefit Department. If housing benefit is received direct to the landlord, other information affecting the claim may be disclosed. Landlords have a duty to inform the Housing Benefit Department of changes of circumstances of which the landlord might reasonably be expected to know.
- b) Where a statutory duty to disclose information exists, e.g. if requested by the Council Tax Department or Environmental Health Department, appropriate information will be made available.
- c) If the tenancy is at risk, or there is a risk to the health and safety of the tenant or others, or to prevent commission of a crime, recognised agencies and /or relatives, as appropriate, may be contacted.
- d) Brief details of the progress of possession proceedings may be disclosed to affected parties in cases of nuisance or harassment. Examples would be: notice has been served, there is a court hearing on, etc.
- 8. Complaints about breaches of the above policy will be dealt with promptly in accordance with the complaints procedures of both parties as appropriate.

*Complaints Process

The Landlord and The Agent welcome complaints since they help us to put things right.

If you have a complaint or comment about any service that you receive then please draw it to the attention of the Agent's Staff.

If you remain dissatisfied then The Agent has a complaints system which should be on display or available upon request in your scheme.

Please use this system to report your complaint.

If the problem is to do with repairs, rents or how your home is managed and at any time you feel that your complaint is not being handled properly then you should contact your Landlord on 01249 465465.

Management Information

Partner (Your Organisation Name)	
Scheme Name	
Address Line 1	
Address Line 2	
Town	
Post Code	
Client Group	
Form Completed By	
Completed By Contact Number	

	Ponorting Voys 2015 16		
	Reporting Year 2015 - 16		
		1st Quarter	
		1st April	
		to	
_		30th June	
ncy			
ıbaı	Total Bedspaces in the scheme		
Occupancy			
	Total Bedspaces occupied on last day of the quarter		
	Available for Letting		
	Under 6 weeks		
	6 weeks - 6 months		
IDS	Over 6 months		
VOIDS	NOT Available for Letting		
	Under 6 weeks		
	6 weeks - 6 months		
	Over 6 months		
	Total number of commants leaving a street		
	Total number of occupants leaving scheme in		
	quarter		
	How many of those leaving moved on to suitable		
s	homes with necessary support?		
nre	Percentage of Planned Move Ons	No Move On	
Departures	How many NTQ/NoSP have you served?		
Dep			
_	How many of those leaving were evicted for		
	ASB		
	Arrears		
	ASB & Arrears Other		
	onei		
	Number of referrals in quarter		
	Number of referrals refused in quarter		
s	Number of your lettings in guester		
ing	Number of new lettings in quarter		
Referrals & Lettings	Have you Completed and Submitted CORE form for		
ø	each new tenant/licensee? How have you submitted the CORE forms?		
rals	(Post / Online Entry / ECORE Upload)		
fer			
æ	How many of the current tenants/licensees have a support plan in place? (Enter Number)		
	Percentage of the current tenants/licensees have a		
	support plan in place		
	support plan in place		
	Pont due in the quarter	l	
	Nent due in the quarter		
	Rent due in the quarter Actual rent received/collected in quarter		
s			
ebts	Actual rent received/collected in quarter		
d Debts	Actual rent received/collected in quarter Percentage rent collected		
Bad Debts	Actual rent received/collected in quarter Percentage rent collected Rent loss due to voids in quarter		
and Bad Debts	Actual rent received/collected in quarter Percentage rent collected Rent loss due to voids in quarter Percentage rent loss due to voids		
ars and Bad Debts	Actual rent received/collected in quarter Percentage rent collected Rent loss due to voids in quarter Percentage rent loss due to voids Current tenants arrears £	0	
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s, Arrears and Bad Debts	Actual rent received/collected in quarter Percentage rent collected Rent loss due to voids in quarter Percentage rent loss due to voids Current tenants arrears £ Former tenants arrears £ Total arrears £	0	
ges, Arrears and Bad Debts	Actual rent received/collected in quarter Percentage rent collected Rent loss due to voids in quarter Percentage rent loss due to voids Current tenants arrears £ Former tenants arrears £ Total arrears % of annualised rent receivable Bad debts written off in quarter (not included in arrears figures)	0	
harges, Arrears and Bad Debts	Actual rent received/collected in quarter Percentage rent collected Rent loss due to voids in quarter Percentage rent loss due to voids Current tenants arrears £ Former tenants arrears £ Total arrears £ Total arrears % of annualised rent receivable Bad debts written off in quarter (not included in	0	
Charges, Arrears and Bad Debts	Actual rent received/collected in quarter Percentage rent collected Rent loss due to voids in quarter Percentage rent loss due to voids Current tenants arrears £ Former tenants arrears £ Total arrears \$\frac{6}{2} Total arrears \$\frac{6}{2} Total arrears \$\frac{6}{2} Total of the current perceivable of the current year?	0	
Charges, Arrears and Bad Debts	Actual rent received/collected in quarter Percentage rent collected Rent loss due to voids in quarter Percentage rent loss due to voids Current tenants arrears £ Former tenants arrears £ Total arrears £ Total arrears % of annualised rent receivable Bad debts written off in quarter (not included in arrears figures) Do you have an actual or projected overspend for	0	

	Partner				
	Scheme Name				
	Comments on occupancy, tenant changes, voids, arre	ars, bad debt losses			
	Are there significant maintenance problems with the scheme? If yes please give details below. Are you generally satisfied with the standard of work carried out by our contractors? If not, please give details below.				
Maintenance and Health & Safety					
alt	Out	standing maintenance Requ	uests		
He	Description			GS Order Number	Date Reported
and					
e					
Jan					
ter					
aiu					
Ž	Diagon give details of when the following shocks				
Ž	Please give details of when the following checks	D-1-		D la	
Ä	were made	Date		By whom?	
Ä	were made Health & Safety check	Date		By whom?	
Ä	were made Health & Safety check Portable appliance testing	Date		By whom?	
M.	were made Health & Safety check	Date		By whom?	
M	were made Health & Safety check Portable appliance testing Fire risk assessment (annual)			By whom?	
M	were made Health & Safety check Portable appliance testing			By whom?	
M	were made Health & Safety check Portable appliance testing Fire risk assessment (annual)			By whom?	
Mi	were made Health & Safety check Portable appliance testing Fire risk assessment (annual)			By whom?	
Mi	were made Health & Safety check Portable appliance testing Fire risk assessment (annual) Please record details of any major incidents or accide			By whom?	
Mi	were made Health & Safety check Portable appliance testing Fire risk assessment (annual) Please record details of any major incidents or accide Number of Complaints received			By whom?	
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Other management information Management information	were made Health & Safety check Portable appliance testing Fire risk assessment (annual) Please record details of any major incidents or accide Number of Complaints received Complaints outstanding at the end of the quarter ASB injunctions granted ASB contracts agreed Date of last SP / Regulatory review Outcome of last review Date of the next SP /Regulatory review (If Known) Consultation undertaken during the quarter Date of consultation Form of consultation Any changes made as a result of consultation exercise Satisfaction research undertaken during the quarter			By whom?	
	were made Health & Safety check Portable appliance testing Fire risk assessment (annual) Please record details of any major incidents or accide Number of Complaints received Complaints outstanding at the end of the quarter ASB injunctions granted ASB contracts agreed Date of last SP / Regulatory review Outcome of last review Date of the next SP /Regulatory review (If Known) Consultation undertaken during the quarter Date of consultation Form of consultation Any changes made as a result of consultation exercise Satisfaction research undertaken during the quarter Date of research			By whom?	
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Example of Recharge Costs

Standard Recharges (Working Ho	ours)	
0		
Repair works ** Bold includes VAT 20%	Emergency (same day)	Urgent (within 7 Working days)
Blocked sink/basin/bath	£36.58	£16.54
	£43.90	£19.85
Blocked WC	£35.94	£18.46
	£43.13	£22.15
Reglaze 2xG door (1/2 glazed)	£59.76	£45.20
or 1 window pane	£71.71	£54.24
Renew sealed double 1 window pane	£105.84 (when available)	£92.72
·	£127.00	£111.26
Board up (Window/Door)	£32.08	£17.47
,	£38.50	£20.96
Locked out (new lock)	£45.20	£28.67
	£54.24	£34.40
Locked out (Gain access only)	£32.05	£22.33
	£38.46	£26.80
Renew garage lock	£53.41	£38.84
	£64.09	£46.60
No Electricity - Faulty appliance	Daytime	£26.10
All other repair works are to be recha VAT @ 20% and where necessary the		
Emergency = £16.63	Urgent = £8.94	
For further information or to receive y staff in Property Maintenance, who w		

Standard Recharges (Out Of Hours	s)	
O	,	
Repair works	Emergency	
** Bold includes VAT 20%	(same day)	
Blocked sink/basin/bath	£45.14	
	£54.17	
Blocked WC	£58.16	
	£69.79	
Reglaze 2xG door (1/2 glazed) or 1 window pane	£59.75	
·	£71.70	
Renew sealed double	£105.88	
1 window pane	(when available)	
	£127.00	
Board up	£57.44	
(Window/Door)	£68.93	
Locked out (new lock)	£55.13	
	£66.16	
Locked out (Gain access only)	£38.59	
	£46.30	
Renew garage lock	£53.41	
	£64.09	,
No Electricity - Faulty appliance	£55.13	
, , , , ,		
All other repair works are to be rechar		
VAT @ 20% and where necessary the	Priority 1 or 2 emergend	cy rate as below.
Emergency = £16.63	Urgent = £8.94	
Ran out of Gas or oil = £49.61		
For further information or to receive yo staff in Property Maintenance, who wil		