



The
Property
Institute

Consumer Charter & Standards

Edition 4

Changes, Implications
and Member Actions

Published April 2026



TPI Consumer Charter & Standards

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About this document

This document provides a detailed technical summary of the changes introduced in Edition 4 of The Property Institute (TPI) Consumer Charter & Standards (published April 2026). It is intended for compliance leads, senior property managers, and anyone responsible for ensuring that their firm's policies and procedures meet TPI's membership requirements.

The document is structured by Part, setting out for each section: what has changed from Edition 3, the rationale behind the change, the practical implications for managing agents, and specific actions required to achieve compliance.

Edition 4 must be read alongside the current RICS Service Charge Residential Management Code and any other applicable professional standards. Where this guidance refers to 'Must' obligations, these are mandatory for all TPI Company Members. Where it refers to 'Should' obligations, these are mandatory for all TPI Company Members unless there is a justifiable reason not to comply that the Managing Agent must be able to demonstrate.

Key themes in Edition 4

- Building safety: substantial new obligations for Higher-Risk Buildings under the Building Safety Act 2022.
- Financial transparency: strengthened Annual Declaration and commission disclosure requirements.
- Fire safety: a new standalone Risk Management Part (Part 8) with tiered obligations based on building height.
- Consumer focus: updated references to the Consumer Rights Act 2015; a new definition of 'Consumer'.
- Planned maintenance: new PPM obligations in Part 5 to support Reserve Fund transparency.
- Ground rent: explicit prohibition on collecting ground rents contrary to the Leasehold Reform (Ground Rent) Act 2022.

TPI Consumer Charter

Two amendments have been made to TPI Consumer Charter:

Edition 3	Edition 4	Member Action Required
<i>III. Make sure that all their staff are appropriately trained and knowledgeable</i>	III. Make sure that all their staff are appropriately trained, knowledgeable, and competent to undertake their responsibilities	Review staff competency frameworks; ensure competency is assessed as well as training completion
<i>VII. Avoid conflicts of interest</i>	VII. Mitigate conflicts of interest and disclose any conflicts or potential conflicts transparently	Update conflicts of interest policy to reflect the shift from avoidance to mitigation and disclosure

Summary: Changes at a Glance

The following table summarises the principal changes by Part and the level of action likely to be required.

Part	Nature of Change	Key Action
Consumer Charter	Wording of items III and VII	Update competency frameworks and conflicts of interest policy
Part 1 (Definitions)	6 new definitions: AP, PAP, HRB, Consumer, PPM, Ground Rent update	Portfolio audit; update MA agreement templates
Part 2.1 (Tendering)	CRA 2015 replaces Provision of Services Regs	Update precedents
Part 2.2 (MA Agreement)	Building safety duties must be in agreement; CRA 2015; on-site staff employer definition	Revise standard MA agreement template
Part 2.3 (Annual Declaration)	Expanded income scope; consent for commission retention	Update AD template; implement consent process
Part 4.1 (Bank Accounts)	Sort code to leaseholders; bank details on demands	Update demand templates
Part 4.2 (SC Monies)	Explicit building-level fund segregation	Audit accounts; implement controls
Part 4.2.2 (Reserve Funds)	Must establish RF where Lease requires; PPM disclosure	Check all portfolios; establish missing RFs
Part 4.2.3 (SC Collection)	Advise client if instructions deviate from Lease; landlord address on demands	Update demand templates; implement deviation procedure
Part 4.2.4 (Year-end Accounts)	6-month target timeline; s.20B(2) correction; variance notes and balance sheet	Update accounts workflows and templates
Part 4.3 (Ground Rent)	Must not collect prohibited GRs; must refund incorrect collections	Urgent portfolio audit for post-June 2022 leases
Part 4.5 (Insurance)	FCA fair value compliance; insurance info obligations expanded	Review insurance income against FCA rules

Summary: Changes at a Glance

The following table summarises the principal changes by Part and the level of action likely to be required.

Part	Nature of Change	Key Action
Part 4.6 (Arrears)	Signpost leaseholders in arrears to debt advice	Update arrears letter templates
Part 4.7 (Money Laundering)	Explicit reference to ML/TF Regs 2017 and POCA 2002	Update AML policies
Part 5.1 (Contractors)	HSW Act and Building Regs explicit; permit to work for high-risk works	Update contractor management procedures
Part 5.2 (Repairs)	Costed long-term PPM required; minimum 3-year plan	Implement PPM programme per building
Part 5.3 (Staff)	Hours in contracts; operational manual; access to policies refined	Update employment contracts; create operational manual
Part 5.7 (Building Safety)	ENTIRELY NEW: HRB obligations, PAS 8673:2022, leaseholder protections	URGENT: Full HRB portfolio review and compliance plan
Part 6.2 (Statutory Compliance)	New item: building work regulation compliance	Update compliance register
Part 7.2 (Terminations)	Confirm who prepares outstanding SC accounts on handover	Update termination letter template
Part 8 (Risk Management)	ENTIRELY NEW: general risk assessments, FRA obligations, tiered fire safety	Classify all buildings by height; implement fire safety compliance plan
Part 9 (Wellbeing)	Renumbered from Part 8; no substantive change	Update internal references only

Part 1 – Definitions

Six new definitions have been added to Part 1. These are essential to understanding the obligations in Parts 5 and 8 in particular.

Part	Nature of Change	Key Action
No definition of Accountable Person	Accountable Person (AP) defined by reference to s.72 Building Safety Act 2022	Ensure understanding of who holds AP status on buildings in your portfolio
No definition of Principal Accountable Person	Principal Accountable Person (PAP) defined by reference to s.73 Building Safety Act 2022	Identify PAP for each Higher-Risk Building; document this in management records
No definition of Higher-Risk Building	Higher-Risk Building defined by reference to s.65 BSA 2022 and the HRB (Descriptions) Regulations 2023: $\geq 18\text{m}$ or ≥ 7 storeys, ≥ 2 residential units	Audit portfolio against HRB threshold; flag affected buildings
No definition of Consumer	Consumer defined as any person who directly or indirectly receives managing agent services (clients, landlords, leaseholders, occupiers)	Review consumer-facing communications to ensure they address all Consumer groups
No definition of Planned Preventative Maintenance	PPM defined as a costed programme of planned and cyclical works	Ensure PPM plans are costed and updated regularly
<i>Ground Rent defined without reference to LRGRA 2022</i>	Ground Rent definition updated: notes that LRGRA 2022 prohibits GR above peppercorn in new qualifying leases from 30 June 2022	Check all portfolios for leases created post-30 June 2022; ensure no prohibited GR being collected
<i>Management Agreement definition: standard wording</i>	Management Agreement definition updated: where Client manages an HRB, agreement should clearly detail which building safety duties the MA is instructed to assist with	Update management agreement templates for HRB portfolios

Part 2 – Instructing a Managing Agent

2.1 – New Business and Tendering

The reference to the Provision of Services Regulations 2009 has been replaced with a reference to the Consumer Rights Act 2015 (ss.48–57). The practical effect is similar – managing agents must be clear about services and costs – but the legislative anchor is updated.

Edition 3	Edition 4	Member Action Required
<i>Must understand obligations in Provision of Services Regulations 2009</i>	Must understand obligations in Consumer Rights Act 2015 (ss.48–57)	Update staff training materials and contract templates to reference CRA 2015

2.2 – Management Agreement

Two substantive changes. First, clause 2.2.2(c) has been updated to require the management agreement to clearly set out who is responsible for facilitating compliance with all health and safety, fire safety, and building safety duties – including any duties arising under the Building Safety Act 2022 in respect of Higher-Risk Buildings. Second, clause 2.2.2(h) now requires the contract to comply with the Consumer Rights Act 2015 (ss.61–69) rather than the Supply of Goods and Services Act 1982. A new sub-clause (j) has been added, requiring managing agents to define the employer of any on-site staff having regard to any VAT liability.

Edition 3	Edition 4	Member Action Required
<i>Agree who is responsible for health and safety and building safety</i>	Must clearly set out who is responsible for facilitating compliance with all H&S, fire safety and building safety duties including BSA 2022 (for HRBs)	Update standard management agreement template; for HRBs, add schedule detailing AP/PAP duties the MA is instructed to assist with
<i>Contract must comply with Supply of Goods and Services Act 1982 and Provision of Services Regulations 2009</i>	Contract must comply with Consumer Rights Act 2015 (ss.61–69)	Have management agreement templates reviewed for CRA 2015 compliance; particularly check fairness of terms
No equivalent provision	Should define who the employer is of any on-site staff, having regard to any VAT liability (new 2.2.2(j))	Review on-site staff employment arrangements; ensure management agreements and service charge demands correctly reflect VAT treatment

Part 2 – Instructing a Managing Agent

2.3 – Annual Declaration

The Annual Declaration provisions have been significantly strengthened. The ‘must’ obligation has been expanded to cover all sources of income received by the Landlord or the Managing Agent in connection with the service charge, not just the managing agent’s own income. The language now explicitly includes remuneration and commissions. A new ‘should’ obligation at 2.3(b) requires the managing agent to obtain the Client’s informed written consent to retain any commissions or other remuneration received, and this must be noted in the Annual Declaration to leaseholders.

This change brings the TPI Standards into closer alignment with the RICS Code’s requirements on transparency and with wider regulatory expectations around conflicts of interest in the insurance sector.

Edition 3	Edition 4	Member Action Required
<i>Must declare all other sources of income received by the MA in relation to the service charge</i>	Must declare all sources of income received by the Landlord OR the MA; explicitly includes remuneration and commissions	Update Annual Declaration template to include all income streams; ensure landlord-received commissions are captured
No equivalent provision	Should obtain Client’s informed written consent to retain commissions; must note this in the Annual Declaration to Leaseholders	Put in place written consent process for commission retention; update Annual Declaration template accordingly
<i>Best practice: make Annual Declaration identifying all other amounts</i>	Should make Annual Declaration identifying all amounts including remunerations, commissions, insurance-related income	No change to best practice obligation; ensure existing procedures are followed

Action required – Annual Declaration

- Review and update your Annual Declaration template to capture all income streams (managing agent AND landlord).
- Establish a written process for obtaining client consent to retain commissions where applicable.
- Ensure the Annual Declaration sent to leaseholders notes any commission retention with client consent.
- Brief fee-earners responsible for insurance placement on the updated disclosure obligations.

Part 4 – Financial Matters

4.1 – Bank Accounts

A minor but useful addition: clause 4.1 (b) (ii) now requires the account sort code to be provided to leaseholders along with the account name. A new clause 4.1 (o) requires account details for compliant bank accounts to be provided with any demand for service charge monies and/or in the service charge accounts.

Edition 3	Edition 4	Member Action Required
<i>Should inform leaseholders of account name</i>	Should inform leaseholders of account name and sort code	Update demand templates to include sort code
No equivalent provision	Should provide bank account details with service charge demands and in service charge accounts	Update demand templates and year-end accounts templates

4.2 – Service Charge Monies

A new clause 4.2(d) makes explicit what was previously implicit: managing agents must not utilise funds held for a specific building for another building, even if owned by the same client. This is an important protection against cross-subsidisation.

Edition 3	Edition 4	Member Action Required
No equivalent provision	Must not utilise funds held for a specific building for another building even if owned by the same Client (4.2(d))	Audit bank accounts and ledgers to confirm building-level segregation; implement controls if not already in place

Part 4 – Financial Matters

4.2.2 – Reserve Funds

The Reserve Fund provision has been strengthened. Clause 4.2.2(a) now provides that where the lease requires a Reserve Fund to be established, one must be set up. Two new 'should' obligations have been added: providing the PPM plan and projected Reserve Fund contributions to leaseholders on request and to prospective purchasers on resale; and making leaseholders aware of future cost implications where the lease does not make provision for a Reserve Fund.

Edition 3	Edition 4	Member Action Required
<i>Must only collect Reserve Funds if permitted by the Lease</i>	Must only collect if permitted by Lease AND if Lease requires a RF to be established, one must be set up	Check all portfolios: where leases require a Reserve Fund, confirm one exists; set up if not
No equivalent provision	Should provide PPM plan and projected RF contributions to leaseholders on request and to prospective purchasers on resale	Include PPM and RF projection information in pre-sale enquiry packs; ensure available on request
No equivalent provision	Should make leaseholders aware of future cost implications where Lease does not provide for a Reserve Fund	Add narrative to budget communications where no Reserve Fund exists

4.2.3 – Service Charge Collection

Two new obligations. Clause 4.2.3(c) requires managing agents to advise clients in writing if their instructions deviate from the lease provisions. Clause 4.2.3(d) requires all demands to include the landlord's (or RTM company's) name and address, and where the landlord's address is not in England or Wales, an address in England or Wales for service of notices must be included.

Edition 3	Edition 4	Member Action Required
No equivalent provision	Should advise Clients in Writing if their instructions deviate from the Lease provisions	Implement process to check demands against lease terms; record and communicate any deviations to the client
No equivalent provision	Must include Landlord/RTM name and address on all demands; if not in England or Wales, must include an address for service of notices in England or Wales	Audit demand templates; update to ensure landlord/RTM details always included

Part 4 – Financial Matters

4.2.4 – End of Year Service Charge Accounts

An important change to the accounts distribution timeline. Edition 3 used 18 months from the date expenditure exceeded the budget as the trigger for distributing accounts. Edition 4 changes this to six months from the end of the financial period as the primary ‘should’ standard, with the 18-month trigger now applying to the service of a Section 20B(2) Notice where accounts and balancing demands have not been distributed. The statutory reference has also been corrected: Edition 3 referred to ‘s.20B’; Edition 4 correctly refers to ‘s.20B(2)’.

A new ‘should’ clause 4.2.4(d) requires accounts to include explanatory notes on variances between budget and actual expenditure, together with a balancing statement of assets and liabilities.

Edition 3	Edition 4	Member Action Required
<i>Should be distributed within 18 months of expenditure exceeding budget</i>	Should be prepared and distributed within six months of the end of the financial period (or any shorter Lease timescale)	Review internal workflows to target a six-month accounts production timetable
<i>If not distributed within 18 months, a Section 20B Notice should be served</i>	If accounts and balancing demands not distributed within 18 months of expenditure exceeding budget, a Section 20B(2) Notice should be served	Update accounts procedures and precedent documents to reference s.20B(2); brief accounts teams
No equivalent provision	Should include explanatory notes on budget variances and a balancing statement of assets and liabilities	Update year-end accounts template to include variance notes and balance sheet

Action required – Financial matters

- Update demand templates to include bank sort code and landlord/RTM address details.
- Confirm building-level fund segregation across all client portfolios.
- Review Reserve Fund position for all buildings: establish funds where leases require them.
- Target a six-month accounts production cycle; update internal procedures and workflows.
- Update year-end accounts templates to include variance notes and balance sheet.
- Implement client notification process where instructions deviate from lease provisions.

Part 4 – Financial Matters

4.3 – Ground Rent

The ground rent provision has been updated to reflect the Leasehold Reform (Ground Rent) Act 2022. Managing agents must not collect ground rents that are prohibited under that Act, and must refund any incorrectly collected ground rent.

Edition 3	Edition 4	Member Action Required
<i>Must only recover ground rents provided for within the Lease</i>	Must not collect ground rents prohibited under LRGRA 2022 and must refund any incorrectly collected ground rent	Audit portfolio for leases created on or after 30 June 2022; immediately cease collection of any prohibited ground rent; arrange refunds where necessary

4.5 – Insurance

A new condition (4.5(g)(iv)) has been added to the requirements for requesting payment for handling insurance activities: compliance with the Financial Conduct Authority's fair value rules. Two new statutory information obligations have been moved into Part 4 from Part 3 – clauses 4.5 (j) and (k) now require managing agents to provide insurance summaries and policy inspection within 21 days of written request from a leaseholder.

Edition 3	Edition 4	Member Action Required
<i>Payment for insurance handling permitted if Proportionate Charge, disclosed in writing, and in Annual Declaration</i>	Same three conditions, plus: must be in compliance with the FCA's fair value rules	Ensure any insurance-related income is assessed against FCA fair value requirements; take advice if uncertain
<i>Insurance summary and inspection obligations in Part 3 (Recognised RA)</i>	Insurance summary (within 21 days) and inspection obligations now in Part 4.5 for all leaseholders, not just via RA	Ensure procedures exist for responding to individual leaseholder insurance information requests within 21 days

Part 4 – Financial Matters

4.6 – Arrears and Recovery

A new 'should' obligation at 4.6(f) requires managing agents to inform leaseholders in arrears about the availability of independent financial advice or debt advice.

Edition 3	Edition 4	Member Action Required
No equivalent provision	Should inform leaseholders in arrears about the availability of independent financial advice or debt advice	Update arrears communication letters to include signposting to debt advice services

4.7 – Money Laundering

The money laundering provision has been updated to include explicit reference to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002, in addition to the TPI Guidance Note.

Edition 3	Edition 4	Member Action Required
<i>Must comply with TPI Guidance Note D11 on Money Laundering</i>	Must comply with ML/TF Regulations 2017, Proceeds of Crime Act 2002, and TPI Guidance Note D11	Confirm AML policies reference current legislation; update training materials

Part 5 – Management Matters

5.1 – Contractor Appointment and Administration

The contractor appointment provisions have been updated to include explicit compliance requirements for the Health and Safety at Work etc. Act 1974 (new clause c) and – where relevant – the Building Regulations 2010 and Building (Higher-Risk Buildings Procedures) (England) Regulations 2023 (new clause e). These were implicit requirements but are now expressly stated. A new ‘should’ clause (n) recommends a permit to work methodology for high-risk works.

Edition 3	Edition 4	Member Action Required
No explicit HSW Act reference	Must comply with the Health and Safety at Work etc. Act 1974 and the relevant statutory provisions	Review contractor management procedures to confirm H&S Act compliance is explicitly required and checked
No explicit reference to Building Regulations	Must, where relevant, comply with Building Regulations 2010 and Building (HRB Procedures) (England) Regulations 2023	Where undertaking works on HRBs, ensure compliance with HRB building regulations; brief project managers
No equivalent provision	Should have a permit to work methodology in place for high-risk works	Implement or review permit to work procedures for hot works, working at height, confined spaces etc.

5.2 – Repairs, Maintenance, Renewals and Improvements

The provision around maintenance planning has been significantly enhanced. The old clause advising on cyclical maintenance has been replaced with more specific requirements. A new clause 5.2(d) requires a costed long-term PPM that reflects the age and condition of the building, covering a minimum of three years (longer for large or complex developments). Clause 5.2(e) requires the PPM to be agreed with the client and communicated to leaseholders, including in budget notes.

Edition 3	Edition 4	Member Action Required
<i>Should advise client about a programme of cyclical maintenance</i>	Should have a costed long-term PPM reflecting age and condition; minimum three-year coverage; should be agreed with client and communicated to leaseholders including in budget notes	Implement a PPM programme for each building; ensure it is costed; include PPM summary in annual budget communications

Part 5 – Management Matters

5.3 – Staff Employment and Staff Management

The staff contract requirement (5.3(c)) has been updated to require the contract to specify hours of employment as agreed with the client, and a summary of these is to be shared with leaseholders. Clause 5.3(f) has been updated: the requirement to ensure all employees have access to health and safety and fire and building safety policies now applies specifically to those undertaking duties with health and safety implications. A new clause 5.3(h) recommends that on-site staff be provided with an operational manual, which should be made available to leaseholders on request.

Edition 3	Edition 4	Member Action Required
<i>Must issue staff with contract and job description</i>	Must issue contract and job description; should include hours agreed with Client; summary should be shared with leaseholders	Update employment contracts for on-site staff; ensure hours are agreed with client; share summary with leaseholders
<i>All employees to have access to H&S and fire/building safety policy on site</i>	Only employees undertaking duties with H&S implications need on-site access to H&S and fire safety policy	Amend wording of relevant staff procedures accordingly
No equivalent provision	Should provide on-site staff with an operational manual; should be available to leaseholders on request	Create or update on-site staff operating manual; make available to leaseholders on request

5.7 – Building Safety (NEW)

This is an entirely new section with no equivalent in Edition 3. It applies to managing agents managing Higher-Risk Buildings in England as defined by the Building Safety Act 2022.

The obligations cover: Professional Indemnity Insurance declarations; ensuring competency under PAS 8673:2022 for those managing building safety risks; recording building safety responsibilities in the management agreement; and awareness of leaseholder protections under BSA 2022 (ss.116–125A and Schedule 8) including restrictions on recovering the costs of relevant defects as service charges.

Building Safety – what managing agents need to do

- Identify all Higher-Risk Buildings (≥18m or ≥7 storeys, ≥2 units) in your portfolio.
- Declare HRB management duties to your Professional Indemnity Insurance provider; confirm adequate cover is in place.
- Ensure any persons managing building safety risks for HRBs hold the competencies required by PAS 8673:2022.
- Update management agreement templates for HRB portfolios to clearly set out which building safety duties the MA is assisting with and the associated fees.
- Brief senior management on leaseholder protections under BSA 2022 Schedule 8: do not demand costs prohibited by the Act.
- Undertake a gap analysis against the BSA 2022 accountable person and principal accountable person duties to confirm compliance.
- Register all HRBs with the Building Safety Regulator if not already done.

Part 6 – Legal Matters

6.2 – Statutory Compliance

A new item (i) has been added to the statutory compliance list: managing agents must have regard to and comply with legislation relating to the regulation, management and control of building work. This reflects the heightened regulatory focus on building safety following the Building Safety Act 2022 and associated secondary legislation.

Edition 3	Edition 4	Member Action Required
<i>Items (a) to (i) in 6.2</i>	New item (i): legislation relating to the regulation, management and control of building work	Confirm internal compliance framework covers building control legislation; update compliance register

Part 7 – Disputes and Terminations

7.2 – Terminations and Handovers

A small but important addition to clause 7.2(b): on confirming termination in writing, the managing agent must now also confirm who will deal with the preparation of any outstanding service charge accounts. This closes a gap that had previously caused uncertainty on management transitions.

Edition 3	Edition 4	Member Action Required
<i>Confirm who will deal with ongoing litigation, disputes, arrears collection and fees</i>	Also confirm who will deal with the preparation of any outstanding Service Charge Accounts	Update termination confirmation letter template to include outstanding accounts provision

Part 8 – Risk Management (NEW PART)

Part 8 is an entirely new standalone Part with no direct equivalent in Edition 3. It extracts and substantially expands the health and safety and fire safety content that was previously located in Part 5, and introduces a tiered framework of obligations based on building height.

8.1 – Risk Assessments (General)

This section introduces a framework for general health and safety risk assessments of common parts. Managing agents should ensure periodic risk assessments are carried out by competent persons, proportionate to the risks identified; make assessments available to relevant persons; make occupiers aware of safety issues; and keep assessments under continual review.

8.2 – Fire Risk Assessments

Managing agents acting on behalf of the Responsible Person must ensure a fire risk assessment has been undertaken by a competent person and is regularly reviewed. They must implement and maintain a fire management plan for every building (with a live record of completed and outstanding actions), and provide occupiers with fire safety instructions and information on the importance of fire doors.

8.2.1 – Fire Risk Assessments (buildings over 11 metres)

Where acting on behalf of the Responsible Person for a building over 11m: must use best endeavours to check fire doors at entrances to individual domestic premises at least every 12 months, and must check fire doors in communal areas at least every three months.

8.2.2 – Fire Risk Assessments (buildings over 18 metres)

The most detailed tier of obligation, implementing the Fire Safety (England) Regulations 2022. For buildings over 18m, managing agents must:

- Provide the local fire and rescue service with up-to-date electronic floor plans and place hard copy plans (with single-page building plan identifying key firefighting equipment) in a secure box on site.
- Provide the fire and rescue service with information about the design and materials of the external wall system and any material changes.
- Undertake monthly checks on firefighting and evacuation lifts and other key firefighting equipment; report defective lifts/equipment to the fire service if not fixed within 24 hours; make records available to residents.
- Install and maintain a secure information box containing the responsible person's details and hard copies of floor plans.
- Install signage visible in low light or smoky conditions identifying flat and floor numbers in stairwells and firefighting lift lobbies.

Part 8 – Risk Management (NEW PART)

Part 8 – what managing agents need to do now

- Classify all buildings in portfolio by height: identify buildings over 11m and over 18m.
- Confirm fire risk assessments are in place and up to date for all buildings; review competency of FRA assessors.
- Establish fire management plans with live action records for every building.
- For buildings over 11m: implement flat entrance fire door check programme (every 12 months) and communal fire door checks (every 3 months); create inspection records.
- For buildings over 18m: immediately review compliance with Fire Safety (England) Regulations 2022 requirements, including floor plans, information box, lift checks, external wall information, and signage.
- Ensure general risk assessments are in place for common parts of all managed developments.
- Brief property managers on their responsibilities as acting on behalf of the Responsible Person.



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