

## Written Statement of Services

In accordance with the Property Factors (Scotland) Act 2011, this Written Statement of Services sets out the terms and service delivery standards of the arrangement in place between Redpath Bruce Property Management Ltd and the Co-owners. This statement requires to be read in conjunction with your Property Specific Schedule.

### Schedule of Standard Factorial Services

#### Repairs & Maintenance

- Arranging common repairs and maintenance by instructing contractors and service providers on behalf of the co-owners.
- Entering into contracts where appropriate with contractors and service providers, i.e. for gardening, lift maintenance, cleaning, utilities etc., and arranging the employment and remuneration of on-site staff.
- When requested, investigating any complaints of unsatisfactory work and making every effort to resolve these complaints.
- Where appropriate obtaining competitive quotations from several tradesmen and seeking the authority of the co-owners before proceeding.
- Provision of advice on maintenance, repairs and improvements if necessary.

#### Insurance

- Where appropriate, placing common insurance through an independent Insurance Broker for cover such as Buildings, Property Owners Liability, Engineering, Terrorism, etc.
- Intimating insurance claims relating to common property covered under insurance policies placed by us.

#### Accounts

- Checking all accounts from contractors and service providers against instructions, quotations and for arithmetical accuracy, including the charge of VAT.
- Settling contractors' and other accounts when due, subject to the availability of co-owner funds.
- Apportioning the cost due by each owner and issuing accounts, including management fees and insurance if relevant, either quarterly, half yearly or annually as appropriate.
- As required collecting and administering cyclical maintenance funds or sinking funds.
- Following strict debt recovery procedures for unpaid common charges including, if necessary, the instruction of legal action.

#### Contractors

- Employing contractors at our discretion based on our experience that the contractor is reliable and capable of completing a repair satisfactorily and at a reasonable cost.
- Provision of contractors' emergency out of hours contact details.

#### Administration

- Periodic visits to the property.
- Attending annual general meetings of owners if appropriate.
- Assisting in the formation of Property Owners' Associations.
- Day to day administration of co-owners' communications.
- Day to day administration of enquiries and communications from third parties relating to the management of the common property, i.e. professional advisers, local authorities etc.
- Attending ad hoc meetings of owners, contractors, professional advisers and others as required in the course of the management of the property.

#### Additional Factorial Services Available

We offer the following services, which are additional to our standard factorial service and for which additional fees will be due and agreed with the co-owners in advance, on a case by case basis.

**Apportionment at the time of sale** – When a change of ownership takes place we make the necessary apportionment of insurances, repairs and other outgoings between the seller and purchaser and provide detailed information to solicitors: the additional fee is payable by the seller.

**Administration of Major Works, Planned Maintenance and Grant Applications** – Assistance is available in administering substantial repairs and maintenance, planned maintenance schemes and grant applications.

**Redpath Bruce Property Management Ltd will provide the foregoing services on the following basis:**

**Authority to Act**

Our authority to act and any level of delegated authority varies from property to property and will either be:

- Operating as Property Factor by custom and practice with no formal agreed level of delegated authority.
- Appointment by the house builder or developer, with any relevant level of delegated authority provided within the Title Deed of Conditions.
- Appointment by a decision of the majority of homeowners, with the level of delegated authority provided within the signed contract.

**General**

We will treat you in a professional and courteous manner at all times in your dealings with us.

**Correspondence and email**

We will endeavour to issue a response within 5 working days of receipt of any correspondence from you, (excluding public and statutory holidays). If we are unable to fully respond within this timescale you will receive an acknowledgement of your communication and, where appropriate, an indication of when you can expect a full reply.

**Telephone Calls**

In most circumstances you will be able to speak to your Property Manager on the day of the call. If circumstances prevent us returning your call that day, you should expect a call by the end of the next business day. Calls may be monitored and recorded for educational and training purposes.

**Appointment of Contractors as Agent for Owners**

All routine instructions to contractors are given by us as “Agent” on behalf of the co-owners. We will only instruct contractors on your behalf who have provided the necessary public liability insurance. We accept no responsibility for defective workmanship or for works performed to an unacceptable standard. However should you contact us and inform us that you are dissatisfied with the standard of the completed work, we will contact the contractor on your behalf and make every effort to resolve the issue to your satisfaction.

**Repairs & Maintenance Requests**

We expect all owners to notify us promptly of any common property requiring repair or maintenance. Our repairs department will take all routine common repair enquiries during normal business hours.

- You can expect emergency matters reported to us to be intimated to a contractor immediately.
- You can expect routine repairs to be instructed by us on the same day as your instruction, unless there is a good reason why this is not possible.
- You can expect repairs requiring competitive estimates to be intimated to contractors within 5 working days.

To notify us of non-emergency repairs out with business hours you may use the repairs notification service on our website.

We expect contractors appointed on your behalf to attend within the following timescales, subject to Health and Safety Regulations and where circumstances allow, e.g. adverse weather or difficulties with access. However, these timescales cannot be guaranteed.

Plumbing emergency	within 4 hours	Electrical emergency (common)	within 4 hours
Plumbing non-emergency	within 7 days	Electrical non-emergency (common)	within 7 days
Roofing emergency	within 24 hours	Lift (trapped passenger)	within 2 hours
Roofing non-emergency	within 21 days	Lift breakdown	within 4 hours

Owners should be aware that it is their responsibility to ensure that the property does not pose any risk to other co-owners or third parties.

**Emergency Repairs (out with normal business hours)**

This service applies to common repairs only. Should you require the services of an emergency tradesman out with normal office hours please call us on 0141 332 9041 and you will hear a recorded message providing details of emergency contractors or alternatively visit our website, [www.redpathbruce.co.uk](http://www.redpathbruce.co.uk), where full details are provided on our Emergency Repair page. Out of hours calls will be subject to higher than normal rates. Before calling out a contractor please consider whether the matter merits emergency attendance or whether it can reasonably wait until the next business day. You may be held liable for charges in circumstances where an out of hours call proves to have been unnecessary.

**Repairs (under Contract)**

For service levels under this category, for example lift or plant maintenance, reference should be made to the respective contracts arranged by us on your behalf. Further details are available on request.

**Major Repairs & Extraordinary Work**

Works of this nature normally involve discussion or written communication with your Property Manager and the provision of competitive quotations for consideration and acceptance before work is instructed. This type of repair requires the total value of the work, including any fees and VAT, to be fully funded by the co-owners in advance of instruction. We aim to obtain quotes within timescales agreed with clients, on a case by case basis, depending upon the nature and complexity of the works involved. For whatever reason, if a repair does not proceed then any funds lodged with us will be refunded to the co-owners.

**Insurance & Commission**

We will place insurance through an Independent Broker where appropriate or as instructed by the co-owners from time to time. Summaries of Cover, including specific policy details are available to view on our website or are available on request. Where we receive a share of commission from the Broker, details are provided in our insurance Key Facts document.

**Insurance Valuations**

If we place insurance for common property as part of our standard factorial service, it is the individual owner's responsibility to ensure that the level of sum insured is adequate. We do not provide insurance re-instatement valuations but we can instruct professional valuers to carry out this service, if the majority of owners instruct us to do so.

**Insurance Claim Excess**

All claims excesses will be apportioned as a common expense, except in the following two circumstances:

- (i) Alternative charging arrangements have been previously agreed by the majority of co-owners or
- (ii) A property claim relates to one flat only and the circumstances do not involve another flat. In this case the excess will apply to the owner of the flat making the claim.

**Common Charges**

Your allocation of charges for common works or services is shown on your invoice expressed as a fraction or a percentage. Your account will include a detailed financial breakdown of charges incurred during the period of the invoice. If requested, contractor's accounts and other supporting documentation are available for inspection or copying for a period of 3 weeks following the issue of your invoice. A reasonable charge may be applied for this service.

**Management Fee**

We will increase our fee annually in line with inflation. We will notify owners of any other management fee increase at the time of the fee being applied. Your management fee may be expressed as an individual charge per owner for the period stated on your invoice or as a percentage of a total property fee.

**Float**

A non-interest bearing float, contributed to by each owner, will be required in order to finance the day to day cost of maintenance and management of a property. The float required will be calculated having regard to individual circumstances and will be reviewed from time to time. The float will be included in your first account received from us and is refundable on the sale of your property or at termination of the management contract under deduction of any final common charges due. The float will be held in an account separate from Redpath Bruce Property Management Ltd funds.

**Cyclical maintenance funds**

Where we administer cyclical maintenance funds, these will be held in an interest bearing bank account in the name of the joint property owners. Details are available on request.

**Payment Terms**

Invoices will be issued quarterly, half yearly or annually and will be posted to the property address or other address as provided by you. Invoices may be issued by email upon request. Invoices are due for payment within 28 days of the date of issue. All payment methods are shown on your invoice. If your account is unpaid 7 days following the date of issue of a first reminder an administration charge of £30 inc. VAT\* will be applied to your account. If your account remains unpaid following receipt of a final demand we may serve a Notice of Potential Liability against the title of your property and a charge of £90 inc. VAT\* will be applied to your account.

\* Charges correct at July 2018

**Debt recovery procedure**

A written copy of our debt recovery procedure is available upon request.

If an owner or owners fail to settle their account timeously it will affect our ability to deliver the standard factorial services and we may therefore share information about the levels of debt with other owners having a common interest in the property. In the event that we have been unable to obtain payment of a debt, or a debt is deemed to be irrecoverable from an owner, having exhausted all reasonable legal means, we may spread the debt amongst the remaining co-owners. We will not take legal action against a client without first taking reasonable steps to satisfy any dispute and not before informing the client of our intent to take legal action.

**Complaints Procedure**

Our full Complaints Procedure is available on request. However, in brief, your complaint should be made in the first instance to your appointed Property Manager. Should you fail to obtain satisfaction, you will be requested to register your complaint in writing to our Customer Services Team. We will acknowledge your complaint within 5 working days and endeavour to offer a full response within 14 days. If we anticipate that it will take more than 14 days to fully investigate your complaint, we will advise you when you should expect to receive a response. If your complaint is in respect of poor service from a contractor we will contact the contractor and make every effort to resolve the issue to your satisfaction. Should you be unhappy with the outcome of your complaint you should contact our Customer Services Team within 28 days advising why you are unhappy and requesting an escalation of the complaint. Thereafter a member of our Senior Team will conduct a separate review of your complaint and contact you within 14 days to inform you of the conclusion of this review. If an amicable settlement cannot be reached at this stage and if it is considered that a breach of the Property Factors (Scotland) Act 2011, Property Factor Code of Conduct has occurred, then an Application may be made to the First-tier Tribunal for Scotland Housing and Property Chamber, Scottish Courts and Tribunal Service, 4<sup>th</sup> Floor, 1 Atlantic Quay, 45 Robertson Street, Glasgow, G2 8JB.

Email: [HPCadmin@scotcourtsribunals.gov.uk](mailto:HPCadmin@scotcourtsribunals.gov.uk) Tel: 0141 302 5900 Website: [www.housingandpropertychamber.scot](http://www.housingandpropertychamber.scot)

**Declaration of Interest**

Redpath Bruce Property Management Ltd will inform you if at any time it has or acquires any financial or other interest in your property.

Redpath Bruce Property Management Ltd does not receive commission, fee, discount or any benefit from any contractor or service provider appointed by us on behalf of the co-owners, nor do we have any financial or other interest in any contractor or service provider appointed by us on your behalf.

**How to End the Arrangement**

Either party, being the majority of owners or Redpath Bruce Property Management Ltd, may end the management arrangement by giving no less than 3 months prior written notice or earlier by mutual agreement. Or in accordance with the Title Deed of Conditions. Following termination, Redpath Bruce Property Management Ltd will provide all financial information relating to the owners' accounts within 3 months of termination unless there is good reason why we cannot.

**Professional Indemnity Insurance**

Redpath Bruce Property Management Ltd holds PII to a limit of £5,000,000 on any one claim.