

## **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 Homeowners. This statement requires to be read in conjunction with your Property Specific Schedule.

Information about the Property Factors (Scotland) Act 2011, the Duties it places on Property Factors, the meaning of Property Factor and Homeowner are all included in Appendix I to this document.

### **Schedule of Standard Factorial Services**

#### **Repairs & Maintenance**

- Arranging common repairs and maintenance by instructing contractors and service providers on behalf of the homeowners, which may be subject to the availability of homeowner funds.
- 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 homeowners 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 homeowner funds.
- Apportioning the cost due by each homeowner and issuing accounts, including management fees and insurance if relevant, at least annually.
- 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 an annual general meeting of homeowners if appropriate.
- Assisting in the formation of Property Owners' Associations.
- Day to day administration of homeowners' communications.
- Day to day administration of enquiries and communications from third parties relating to the management of the common property.
- During business hours, attending ad hoc meetings of homeowners, contractors, professional advisers and others as we deem required in the course of the management of the property.

For the avoidance of doubt we do not carry out the following services as part of our standard factorial services: providing insurance advice, administering common insurances arranged by the homeowners or other third party, providing legal interpretation of Title Deeds or other relevant legislation, inspecting or supervising repairs or maintenance, reading utility meters, dealing with social nuisance issues nor disputes between homeowners.

#### **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 homeowners 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. The fee will be intimated to the seller or the seller's solicitor at the time of sale.
- **Administration of major works, planned maintenance, grant applications and any matters emerging from new legislation** – Assistance is available in administering substantial repairs and maintenance, planned maintenance schemes and grant applications.
- **Raising building warranty/ guarantee claims** – Assistance is available in raising building warranty/ guarantee claims in respect of the common parts.
- **Attending meetings** – We will attend one annual meeting out with business hours as part of our standard factorial service. Any additional meetings out with business hours will incur a fee, agreed with homeowners in advance.

**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 level of delegated authority.
- Operating as Property Factor as defined under the Title Deeds and Deed of Conditions for your property.
- Operating as Property Factor following appointment by a decision of the majority of homeowners, with an agreed level of delegated authority.

Your property Title Deeds and/ or Deed of Conditions is a legal document governing your development, property or land, and unless otherwise stated, will outline the rights and obligations of the homeowners of that specific property. Whilst a Property Factor is appointed to provide services that will assist homeowners with fulfilling the requirements placed upon them in respect of their Deed, as it pertains to common areas, Redpath Bruce Property Management Ltd has no heritable interest in the property nor legal responsibility to ensure that the Terms of the Titles are adhered to. Therefore, it is recommended that the homeowners fully review their Title Deeds and / or Deed of Conditions, a copy of which can be obtained from the Land Registry for Scotland or from the conveyancing solicitor who assisted with the purchase of your property, to clarify the burdens placed upon the respective group of homeowners in order to ensure that these are being fully satisfied. If your Title Deeds are silent on any aspect of the common management of your property, other legislation may assist the homeowners in making decisions, such as the Tenement (Scotland) Act 2004 or the Title Conditions (Scotland) Act 2003.

#### **General**

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

#### **General Data Protection Regulations**

We understand that, as homeowners, you value your privacy and we are committed to protecting the privacy and security of your personally identifiable information in accordance with our responsibilities under GDPR. We have a detailed Privacy Notice which can be accessed here <https://www.redpathbruce.co.uk/privacy-policy/>. We are registered with the Information Commissioner's Office, registration number Z5267948.

### **Correspondence and email**

Our normal business hours are Monday to Friday 9:00am to 5:00pm. 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 Homeowners**

All routine instructions to contractors are given by us as “Agent” on behalf of the homeowners. 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 homeowners 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. For repairs and maintenance completed under our delegated authority, homeowners should not expect to receive updates on the progress of these jobs.

- 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

Homeowners should be aware that it is their responsibility to ensure that the property does not pose any risk to other homeowners or third parties. In particular and in relation to fire, homeowners should ensure that common areas are free from any combustible items or obstructions.

### **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 visit our website, [www.redpathbruce.co.uk](http://www.redpathbruce.co.uk), where full details are provided on our Emergency Repair page or alternatively call us on 0141 332 9041 or 0131 297 7560 and you will hear a recorded message providing details of emergency contractors. Out of hours calls will be subject to higher than normal rates and homeowners will be required to provide a means of access to attending contractors, unless alternative arrangements for access to common areas are in place. 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 and Maintenance (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**

In general, works of this nature 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 homeowners 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. An additional administration fee may be due and this will be agreed with the homeowners in advance of any instruction. For whatever reason, if a repair does not proceed information will be provided to the homeowners and any funds lodged with us will be refunded. A copy of our Proposed Major Repair and Extraordinary Work procedure is available on request.

### **Insurance & Commission**

Under the Tenement Scotland Act 2004, there is an obligation on each owner of a tenement/ apartment building, to take out a comprehensive buildings insurance contract for the reinstatement value of that owner's flat and any common parts attaching to that flat. This obligation may be satisfied in whole or in part by way of a common policy of insurance arranged for the entire tenement/ apartment building.

If we place insurance on your behalf either as a requirement of your Title Deeds or otherwise as instructed by the homeowners, we arrange this through independent Insurance Brokers of our choosing, who have direct access to the insurance market and who market the policies on our behalf to demonstrate how and why they have recommended placing cover with a particular insurance provider. We are authorised and regulated by the Financial Conduct Authority and our Firm Reference Number is FRN 603907: we are not authorised to provide insurance advice. In addition to placing insurance as part of our standard factorial services, we carry out a number of tasks that would normally be carried out by the Broker and for providing these services the Broker shares with us their commission received from the insurer. Where we receive a share of commission from the Broker, details are provided in our insurance Key Facts document issued at Renewal. If homeowners make alternative common insurance arrangements and these are administered by us, insurance administration fees are due and agreed on a case-by-case basis. Insurance certificates, Summaries of Cover including specific policy details are available to view in the 'My Property' section of our website or are available on request.

### **Insurance Valuations**

If we place insurance for common property as part of our standard factorial service, it is the individual homeowner's responsibility to ensure that the level of sum insured is adequate. We do not provide insurance re-instatement cost assessments but we can instruct professional valuers to carry out this service, if the majority of homeowners wish us to do so. The Royal Institution of Chartered Surveyors recommend that reinstatement cost assessments for insurance purposes should be carried out every 3-5 years and Insurance providers may require up to date reinstatement cost assessments to avoid 'Average' being applied.

### **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 homeowners or
- (ii) A property claim relates to one flat only and the circumstances do not involve another flat or common area. In this case the excess will apply to the homeowner 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 or if your charges are budgeted and paid for in advance, in your annual end of year reconciliation. 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 or end of year reconciliation, whichever is relevant. A reasonable charge may be applied for this service.

### **Management Fee**

We will increase our fee annually in line with inflation. We will notify homeowners 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 homeowner 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 homeowner, 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 at least annually by email to the address provided by you. Invoices may be issued by post upon request, a postage and packaging charge will be due. 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, intimated in advance, 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, intimated in advance, will be applied to your account.

### **Debt recovery procedure**

A written copy of our debt recovery procedure is available on our website [www.redpathbruce.co.uk](http://www.redpathbruce.co.uk). This procedure will be applied consistently and reasonably. If a homeowner or homeowners 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 homeowners 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 a homeowner, having exhausted all reasonable legal means, we may spread the debt amongst the remaining homeowners. Further details are included in our Debt Recovery Procedure. 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 our website [www.redpathbruce.co.uk](http://www.redpathbruce.co.uk). This procedure will be applied consistently and reasonably. 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. 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 Housing and Property Chamber, First-tier Tribunal for Scotland, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT.

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

If your complaint is in respect of poor service from a contractor or third party service provider we will contact the contractor or third party service provider and make every effort to resolve the issue to your satisfaction, if a resolution cannot be achieved with the contractor or third party service provider, homeowners should seek independent professional advice on further action that they may take.

### **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.

With the exception of insurance commission, 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 homeowners, 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**

Any party, being the developer, the majority of homeowners or, if so dictated, the collective homeowners acting in accordance with their Title Deeds 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. Homeowners may wish to consult their Title Deeds, the Title Conditions (Scotland) Act 2003 or the Tenements (Scotland) Act 2004 to assist in their decision making.

Following termination, Redpath Bruce Property Management Ltd will provide all financial information relating to the homeowners' accounts within 3 months of termination unless there is good reason why we cannot.

If following termination of management the collective homeowners acting by majority or in accordance with their Title Deeds choose to move to another property factor or to self-factor we will ensure a smooth transition process. If we are requested to provide client and/ or property data we will do so if we are satisfied that the data request is reasonable and meets the 'legitimate interest' test of GDPR. For the avoidance of doubt we will not provide the incoming factor or any homeowner representative with any correspondence between ourselves and the homeowners or third parties.

**On Sale of Homeowner Property**

If you are selling your property, you or your solicitor should inform us of the impending change in ownership no less than 14 days prior to the sale date. When a change of ownership takes place we offer to make the necessary apportionment of insurances, repairs and other outgoings between you and your purchaser and if requested by your solicitor we may provide other information regarding the property, such as common insurance details, details of outstanding repairs, repairs in contemplation, surveys and other property information requested. An additional fee is payable by you for this service. This information is provided to assist you in meeting your obligations, however it is your responsibility to ensure that all relevant information as required by law or sales contract is provided to the purchaser. In the event of there being any resulting impact upon the conveyancing process, we shall bear no responsibility or liability from any resulting action subsequently initiated by either the seller or purchaser. The fee will be intimated to you or your solicitor when we are informed of the impending change in ownership and will be included in your final account. You must pay any outstanding common charge or service charge balance before the date of sale. If your account is not up to date we may decline to provide information to you or your solicitor. Your final account will be issued within 3 months of the sale date unless there is a 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.

**Events Outside our Control**

For the purpose of this Statement of Services "Events Outside our Control" means any cause preventing us from performing any or all of our obligations which arises from or is attributable to strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors and, where they are beyond the reasonable control of us, any other acts, events, omissions or accidents.

If we are affected by an "Event Outside our Control" we shall promptly notify you in writing, and keep you updated of the 'Event' and its impact.

An 'Event Outside our Control' shall not entitle you to terminate this arrangement other than as provided for in 'How to End the Arrangement' and we shall not be in breach of this arrangement, or otherwise liable to you, by reason of any delay in performance, or non-performance of any of our obligations due to an 'Event Outside our Control'.

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## Appendix I

### The Property Factors (Scotland) Act 2011

The Property Factors (Scotland) Act 2011 can be read in full here: <https://www.legislation.gov.uk/asp/2011/8/contents>

#### Obligation to Register

Under the Property Factors (Scotland) Act 2011, all Property Factors operating in Scotland must Register with the Scottish Government. The Scottish Government operate a public register of Property Factors in Scotland which can be accessed here: <https://www.propertyfactorregister.gov.scot/PropertyFactorRegister/>. It is a criminal offence to operate as a Property Factor in Scotland whilst unregistered and without reasonable excuse. All Property Factors in Scotland must include their registration number on any document sent to a homeowner.

#### Meaning of Property Factor

The meaning of Property Factor within the Act is:

- a) *a person who, in the course of that person's business, manages the common parts of land owned by two or more other persons and used to any extent for residential purposes,*
  - b) *a local authority or housing association which manages the common parts of land used to any extent for residential purposes and owned—*
    - (i) *by two or more other persons, or*
    - (ii) *by the local authority or housing association and one or more other person,*
  - c) *a person who, in the course of that person's business, manages or maintains land which is available for use by the owners of any two or more adjoining or neighbouring residential properties (but only where the owners of those properties are required by the terms of the title deeds relating to the properties to pay for the cost of the management or maintenance of that land), and*
  - d) *a local authority or housing association which manages or maintains land which is available for use by—*
    - (i) *the owners of any two or more adjoining or neighbouring residential properties, or*
    - (ii) *the local authority or housing association and the owners of any one or more such properties,*
    - (iii) *but only where the owners of those properties are required by the terms of the title deeds relating to the properties to pay for the cost of the management or maintenance of that land.*
- (2) *Despite subsection (1), the following are not property factors for the purposes of this Act—*
- a) *a person so far as managing or maintaining land on behalf of the Crown that was acquired by virtue of Her Majesty's prerogative rights in relation to unclaimed or ownerless land,*
  - b) *an owners' association established by the development management scheme (within the meaning of the Title Conditions (Scotland) Act 2003 (asp 9)) so far as managing or maintaining common parts or land in accordance with the scheme,*
  - c) *a person so far as managing or maintaining common parts or land on behalf of another person who is a property factor in relation to the same common parts or land.*

#### Meaning of Homeowner

A homeowner has the following meaning:

- a) *an owner of land used to any extent for residential purposes the common parts of which are managed by a property factor, or*
- b) *an owner of residential property adjoining or neighbouring land which is—*
  - (i) *managed or maintained by a property factor, and*
  - (ii) *available for use by the owner.*

#### Duties of a Property Factor

The Duties of a Property Factor means in relation to a homeowner:

- a) *duties in relation to the management of the common parts of land owned by the homeowner, or*
- b) *duties in relation to the management or maintenance of land—*
  - (i) *adjoining or neighbouring residential property owned by the homeowner, and*
  - (ii) *available for use by the homeowner.*

#### Code of Conduct for Property Factors

All Property Factors in carrying out their duties must comply with the Code of Conduct for Property Factors which can be found at <https://www.gov.scot/publications/code-of-conduct-for-property-factors-2021/>