

Property Factoring

Written Statement of Services (WSS)

Our Written Statement of Services has been produced to comply with the Property Factors (Scotland) Act 2011 and associated Code of Conduct as revised in August 2021. It is the duty of all property factors to provide each homeowner in their managed developments with a written statement of services, setting out in a simple and transparent way, the terms and service delivery standards of the arrangement in place between them and the homeowner.

It is also our duty to register with the Scottish Government (Property Factor Registration Number: PF000316) and to comply with the Property Factors Code of Conduct. This a generic document. Should you require specific information regarding your development, please contact our office. Any reference to "we", "our" etc. throughout this document has the same meaning as "Atholls Ltd."

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1.0 Introduction

- 1.1 This Written Statement of Services sets out in a simple, structured way, the terms and service delivery standards of the arrangement in place between Atholls Ltd. and the homeowners / duty holders of its' managed developments.
- 1.2 Atholls Ltd. act on behalf of the homeowners to administer the maintenance and repair of the common areas of your development.
- 1.3 As your property factor, we are not experts in every aspect of your development but will appoint such experts on your behalf as required. This may include solicitors, surveyors, Health & Safety assessors etc.
- 1.4 We do not own the properties we manage. It is the homeowners who are the duty holders, and therefore have the responsibility to communicate any items or concerns that they may have in relation to required repairs or maintenance to Atholls.
- 1.5 This Statement has been produced in accordance with the requirements of the Property Factors (Scotland) Act 2011 and its associated Code of Conduct, as revised on 16th August 2021.

2.0 Authority to Act

- 2.1 Our management appointment date is available on request.
- 2.2 Our authority to act varies from property to property and will either be a result of:
 - a. appointment by a developer
 - b. being named as your factor in your property's Title Deeds
 - c. a decision of homeowners in accordance with the Deed of Conditions and/or relevant legislation
 - d. custom and practice
 - e. formal business acquisition
- 2.3 Your Title Deeds describe the common parts for your property. They also contain the rules covering the management, maintenance, insurance and repairs of the common parts, and the rights and responsibilities of you as an owner and your factor.
- 2.4 In general terms it is the owner's responsibility to:
 - Report repairs as soon as you spot an issue.
 - Keep the common parts of your property clean and well maintained.
 - Pay your share of the costs of common repairs.
- 2.5 We will act in accordance with your Title Deeds or Factoring Agreement, when arranging and carrying out necessary common repairs and other factoring duties. If your Title Deeds are unclear, we will refer to the Tenement (Scotland) Act 2004.
- 2.6 Our authority to act includes, but may not be limited to the management of core services such as:
 - Routine maintenance contracts
 - Reactive repair works
 - Emergency repairs
 - Utilities and utility bills (where applicable)
 - Block insurance (where applicable)
- 2.7 For non-emergency repairs, we reserve the right (subject to available development funds) to authorise any work up to the value of our "delegated authority" being £500 plus vat per development. Any works that are likely to exceed this cost will be classed as Major Projects (See Section 4.4 of this WSS) and require the approval of the Homeowner's Association or an appropriate majority of homeowners in accordance with the Deed of Conditions and/or relevant legislation. The delegated authority limit may be raised by a committee or majority of owners, but not lowered. Atholls Ltd may not provide homeowners with updates regarding

the progress of non-emergency common repair works below their delegated authority limit, including estimated timescales for completion.

- 2.8 We reserve the right to determine "Emergency Repairs" based on the conditions and hazards present and may authorise works to "make safe" without prior consultation with the homeowners. In these circumstances we shall recover the cost of the work in terms of the share specified in your Title Deeds. If emergency works are instructed, we will notify the owners of the works as soon as possible after the works have been instructed and the cost determined. See Section 4.3 of this document for more information on Emergency Repairs.
- 2.9 Where we have taken on management responsibilities of a development as the result of the acquisition of another Factoring business, we will advise the homeowners of the appointment, their rights, and any liabilities etc. that have been passed on through the acquisition process.
- 2.10 Atholls Ltd. will only use approved and authorised contractors for any repair work.

3.0 Services Provided

- 3.1 Atholls Ltd. provide an extensive range of services for the common areas in each of its factored properties.
- 3.2 The core services provided cover property inspections by our development managers, as well as the maintenance, management, and repair of the common areas. The frequency of property inspections is determined by the size and complexity of the development as well as the management fee.
- 3.3 Atholls Ltd. may provide additional services, including major projects out with the core service, if authorised by the owners and in accordance with the title deeds. This work is not covered by our Management Fee. Where we provide this additional service will notify the owners of our Project Administration Fee in advance.
- 3.4 Private areas are those that belong to the owner's individual properties and are not included in our services. These include, but are not limited to;
 - All areas inside the home
 - Private balconies
 - Main doors into individual properties
 - Private windows and surrounds (mastic etc)
 - Private overflows
 - Private vents and flues
 - Private water / gas pipes etc. from the point of exit from the common supplies.
- 3.5 It is the responsibility of the homeowner to ensure privately owned areas are maintained in good order, particularly those which are visually accessible to the property.

3.6 Atholls Ltd. reserve the right to apply additional charges for significant additional workloads, out with our core services such as, but not limited to:

Late Payment Fee	£40.00 plus vat
Sales Fee	£100.00 plus vat
Late Notification of Sale Fee	£40.00 plus vat
Paper Invoice Fee	£1.50 plus vat per invoice
Bank Charges	As charged by the bank
Notice of Potential Liability Registration	£80.00 (no vat)
Notice of Potential Liability Registration (Atholls Administration Fee)	£80.00 plus vat
Notice of Potential Liability Discharge	£60.00 (no vat)
Notice of Potential Liability Discharge (Atholls Administration Fee)	£80.00 plus vat
Legal Costs	Any legal costs incurred in the pursuit and recovery of debt will be charged to the debtor's account
Title Search	£10.00 plus vat
Termination Administration Fee	£40.00 plus vat per property
Project Administration Fee	This will be charged as a % of the overall project cost (ex. Vat.) or a flat fee. The fee to be applied will be notified to the owners in advance of the project commencing.
Electric Vehicle Charging Point Administration Fee	We reserve the right to charge for the administration of EV charging points within a development. Any administration fee will be notified to the relevant homeowners in advance.
Additional Evening Meetings	Requests for evening meetings exceeding the agreed number detailed in your Development Schedule will be charged at £80 plus vat per staff member.
Homeowner Requests	Homeowner requests for items such as parking permits, keys, fobs etc, or any request for excessive volumes of information will be subject to an administration fee. The fee to be applied will be notified to the homeowner in advance of the service being provided.

4.0 Maintenance & Response Arrangements

4.1 Routine Maintenance

- Gardening services, where applicable will be provided in accordance with the Gardening Schedule referred to in Section 04 of your Development Schedule.
- Cleaning services, where applicable will be provided in accordance with the Cleaning Schedule referred to in Section 05 of your Development Schedule.
- Gutter cleaning is carried out to all factored, flatted properties annually.
- Roof inspections will be provided, where applicable on an 'as required' basis or in response to a request from a Homeowner's Association or a majority of homeowners.
- Statutory inspection of lifts, emergency lighting, fire detection equipment, roof anchors, etc. will be carried out in accordance with the individual statutory requirements.

4.2 Routine Common Repairs

- 4.2.1 Requests for routine common repairs can be made using the following methods:
- By email to factoring@atholls.com
 - By phone to 01224 637666
 - By website form <http://atholls.com/report-a-fault/>
- 4.2.2 Atholls Ltd will instruct all common repairs reported to us up to the value of our delegated authority. If we think the work will cost more than the delegated authority limit, we will treat these works as Major Projects (See Section 4.4 of this document).
- 4.2.3 We will endeavour to acknowledge requests for routine common repairs (below our delegated authority limit) within 3 working days and complete the works within 10 working days.

4.3 Emergency Common Repairs

- 4.3.1 Emergency common repairs are those which require immediate attention, as a result of the materialisation of a dangerous situation which, if left unattended, could lead to personal injury or serious structural damage.
- 4.3.2 Requests for emergency common repairs should be made by telephone only to ensure we have received the necessary information.
- 4.3.3 Typically, an initial emergency call out will be carried out within 4 hours and will be for 'make safe' works only. It may not be possible to carry out 'make safe' works in this timeframe, e.g. in the case of roof damage during ongoing storms. Follow up works will be carried out once the repair has been assessed and reviewed for potential insurance works.
- 4.3.4 Please note that if an emergency repair is required within your own home, you should contact your own contractor. We will not instruct works which are your individual responsibility.

4.4 Additional Services / Major Projects

- 4.4.1 Atholls Ltd. may provide additional administration for Major Projects, which are defined as significant works whose costs exceed our normal limit of delegated authority.
Such projects may include, but are not limited to:
- Communal redecoration or carpeting
 - Re-roofing projects
 - Full gutter replacement / significant drainage work
 - Stonework repairs
 - Major lift upgrade or replacement
- 4.4.2 Major projects may result from
- A requirement in your Title Deeds (e.g. Some deeds stipulate communal painting every 3 or 5 years)
 - The conclusions of a professional inspection. E.g. A roof condition report.
 - A request from homeowners in accordance with the Deed of Conditions and/or relevant legislation.
- 4.4.3 In respect of major projects, in the first instance, a vote will be carried out to ascertain the homeowner's appetite for the project. Should an appropriate majority consent, in accordance with the Deed of Conditions and/or relevant legislation, we shall endeavour to obtain 3 quotes for the works. Should majority consent not be granted at this stage, Atholls Ltd. will not proceed, and homeowners will be notified.

Following a majority agreement, up to 3 quotes will be obtained. Atholls Ltd. will send out all relevant information and seek to obtain consent from a majority of homeowners, either by ballot or at an appropriately convened meeting. If majority agreement is not obtained at this point Atholls Ltd. will not proceed with the works.

Atholl's project administration fee would be notified to the homeowners at the same time as the quotes are presented. This fee is applicable, regardless of whether a project management team is in place, such as a surveyor, and covers the administration of the project, including attending meetings, arranging ballots, ingathering funds and communication between the project team and the homeowners.

Should the project not proceed at any stage a proportionate amount of administration fee would be charged.

- 4.4.4 Once a project has been approved and a contractor / quotation selected, Atholls will issue requests for funding to each homeowner liable for a share of the cost, whether consenters or not. Agreed works may not proceed until 100% of the required funds have been ingathered. This ensures the ability to settle the contractor's invoice.

The ingathering of funds may not be required if sufficient finds are available in the development's sinking fund and appropriate consent has been granted by the owners to use these funds.

In the absence of 100% funding within the required timeframe, the project will not proceed, and any ingathered funds will be returned to the homeowners who have paid, minus the appropriate project administration fee and any other relevant costs incurred to that stage.

Atholls may, by exception, instruct works once 85% of the funds are in place, depending on the urgency of the works and the likelihood of full recovery of the outstanding balance.

- 4.4.5 In some geographic areas, grants and subsidies may be available from the local council or heritage trust for major repairs. In such cases, and at the appropriate point of the project, Atholls will liaise with the relevant organisations to ensure the owners benefit from whatever assistance may be available.
- 4.4.6 In most cases, due to the complexity of the project, we will stipulate that a project manager is engaged. All costs associated to the engagement of such a project manager will be charged to the owners.

4.5 Planned Maintenance

- 4.5.1 If our agreement includes a program of planned or cyclical maintenance, arrangements for this, including timescales, scope of works etc, will be drawn up between Atholls and the owners.
- 4.5.2 Any such agreement will be supported by the establishment of a sinking fund.

4.6 Response Times

4.6.1 Routine Common Repairs

We will endeavour to acknowledge requests for routine common repairs and instruct works (below our delegated authority limit) within 3 working days and complete the works within 10 working days

4.6.2 Emergency Common Repairs

Typically, an initial emergency call out will be carried out within 4 hours and will be for 'make safe' works only. It may not be possible to carry out 'make safe' works in this timeframe, e.g. in the case of roof damage during ongoing storms. Follow up works will be carried out once the repair has been assessed and reviewed for potential insurance works.

4.6.3 Major Projects

Timescales will depend on several criteria including owner's meetings to gain consent, production and approval of quotations and the ingathering of funds. Prior to commencement of the works, Atholls will provide owners with an anticipated start date and timescales for completion. In the event of significant delay to the works we will advise owners accordingly.

4.6.4 Planned Maintenance

If appropriate, a planned maintenance schedule will be issued by Atholls, this will detail the approximate dates for major works projects such as redecoration or new carpets, but each workstream will be managed as a Major Works project, as per Section 4.4 of this document.

5.0 Financial and Charging Arrangements

5.1 Management Fee

- 5.1.1 An annual flat rate management fee will apply to the owner or joint owner of the property. The fee is detailed on your Service Charge invoice and will be reviewed on an annual basis.
- 5.1.2 The management fee covers the cost of providing our core services, including but not limited to:
 - Staff costs
 - Business overheads
 - Financial administration (banking, direct debits, payment plans etc)
- 5.1.3 The management fee will be reviewed annually, and we will provide at least one month's notice of changes.
- 5.1.4 Notification of any fee change will be issued in writing and posted or emailed to each owner according to their individual preference.
- 5.1.5 The annual fee review process will take into account such factors as inflation, ongoing operational costs (for example, administration costs), cost of compliance etc. We will also review the scope of services provided, the size of your development, and the resources required, and our fee may change if any of these factors are altered.

5.2 Apportionment of Costs

- 5.2.1 All costs incurred in the ongoing communal works and services provided by Atholls for the maintenance of your property will be shared in accordance with your title deeds or where there is no provision in the title deeds, the Tenement (Scotland) Act 2004 / Title Conditions (Scotland) Act 2003 will apply. These include, where applicable:
 - Routine maintenance such as gardening and cleaning
 - Ongoing repairs and maintenance costs
 - Emergency common repairs
 - Common utility supplies
 - Insurance
 - Lift maintenance
 - Major projects
 - Concierge costs and associated expenses
 - Others as required.

5.2.2 Your share (or apportionment rate) of each charge is detailed on your invoice.

5.3 Floating Funds

- 5.3.1 On appointment of Atholls to manage a development, or on the purchase of a property in a development we manage, a float payment may be required from homeowners. For those to whom a float applies, the payment is required within 14 calendar days of the dispatch of the float invoice. This float is used as a development fund to pay contractors invoices, insurance etc. and is required in developments which are billed in arrears.
- 5.3.2 Normally developments which are “budgeted” i.e. billed in advance, floats are not required. However, each Deed of Conditions is different, and some do require the homeowners to pay a float.
- 5.3.3 The float level (where relevant) may be subject to change if the cost of managing and maintaining your development exceeds the development’s float fund. Float reviews will be carried out as required and will consider the overall cash-flow position of each development. Advance notice of a float increase, along with reasons for the increase, will be given to affected homeowners.
- 5.3.4 Floats will be credited to homeowner’s accounts following the sale of their property or on termination of our services, and be offset against any outstanding charges.

5.4 Sinking / Reserve / Contingency Funds

- 5.4.1 Some factored properties may have a fund in place to cover planned maintenance or major projects such as redecoration, lift upgrades, roof replacement etc. Your sinking fund contribution, if applicable, will be stated in your Service Charge invoice.
- 5.4.2 Sinking fund contributions are agreed with the Homeowner’s Association or by decision of homeowners in accordance with the Deed of Conditions and/or relevant legislation. They are apportioned in accordance with your Title Deeds, charged to homeowners in their normal factoring invoice and due for payment under the normal terms.
- 5.4.3 Sinking funds are held in individual development bank accounts, separate from the company’s operating account, and securely protected against the financial failure of the business.
- 5.4.4 Interest accrued in the sinking fund account is retained in that account for the benefit of the development. Any bank charges applied will be deducted from the account balance.
- 5.4.5 If an owner sells their property contributions towards the sinking fund will not be returned but will remain with the property and should be listed as an asset in the sale of the property. Any debt relating to the sinking fund will be added to your final account and due for payment on receipt.
- 5.4.6 The use/spending of the development’s sinking fund is in accordance with the Title Deeds and/or relevant legislation. Atholls may recommend the use of the sinking fund for a particular project but cannot enforce such an action.
- 5.4.7 Sinking funds can only be used for the common good of those who have contributed. For example, a development-wide sinking fund, built from contributions from all owners cannot be used to carry out works in one block, only benefitting a few homeowners.
- 5.4.8 Developments may have multiple sinking funds e.g. Full development fund, block fund, lift fund etc. All relevant homeowners must contribute to all applicable sinking funds.

5.5 Invoicing

- 5.5.1 The type, frequency and timing of your invoices is determined by the requirements of each individual development. Invoices are typically issued on a quarterly basis, but for some developments with few services and sufficient floats invoices may be issued on a 6-monthly basis.
- 5.5.2 Invoices will be sent free of charge by secure email to those owners who have provided an email address to Atholls. Where we do not have a valid email address invoices will be sent by standard post and incur a "Paper Invoice Fee" of £1.50 plus vat per invoice. Our preferred method of delivery is secure email. Owners who have provided an email address may change their invoicing preference to paper but will be charged the appropriate fee.
- 5.5.3 Your invoice will contain the following information:
 - Date of charge
 - Charge description
 - Total cost
 - Homeowner's share of the charge (percentage or fraction)
 - Homeowner's total charge
 - VAT (Where applicable)
- 5.5.4 The invoice also displays an opening balance, payments received, any adjustments and an account balance.

5.6 Payment of Invoices

- 5.6.1 Payments are due and payable within 14 days of dispatch of the invoice unless you pay by direct debit/standing order. Homeowners are responsible for reviewing each invoice to ensure their monthly direct debit/standing order payments are sufficient to periodically clear their outstanding balances. Owners should take appropriate action to clear all outstanding balances prior to receipt of their next invoice.
 - 5.6.2 Invoices can be paid by any of the following methods:
 - Direct Debit
 - Standing Order
 - Internet banking
 - By telephone (debit or credit card) on 01224 637666
 - Cheque
 - 5.6.3 If paying by direct debit or standing order Atholls will advise the payment amount required based on recent average costs. It should be noted that while Atholls will review individual direct debit amounts and adjust payment amounts as required, it is the responsibility of each owner to ensure that their monthly direct debit/standing order contributions are sufficient to cover ongoing costs and any outstanding balance.
- Owners will be notified of changes to Direct Debits in line with the Direct Debit Guarantee Scheme. Owners who pay by standing order should increase their monthly payments on receipt of any revised payment amendment notification issued by Atholls.
- 5.6.4 Any disputed items on an invoice should be raised with Atholls within 7 days of receipt of the invoice. Undisputed items on the invoice must still be paid within 14 days of dispatch of the invoice. Please contact Atholls to discuss any disputed items. More information on disputed items is available in our Debt Recovery Guide.

5.7 Debt Recovery

- 5.7.1 Our Debt Recovery Guide clearly sets out the steps we will take to help protect homeowners from the negative impact of development debt and is available on our website or by request to your local office. Our debt recovery procedure is applied consistently and reasonably to recover debt from late and defaulting payers.
- 5.7.2 A brief description of our debt recovery procedure is set out below:
- A **Stage 1 reminder** is issued following expiration of the 14-day payment terms provided on our invoices. This advises that immediate payment is due to avoid a Late Payment Fee (as detailed in the table at Section 3.6 of this WSS)
 - If no payment is made, a **Stage 2 reminder** is issued, and includes the Late Payment Fee, attached to the debtor's account. This letter allows a further 7-day period for payment to be made in full and gives notice that account will be passed to our appointed solicitor should payment not be made.
 - Should no payment be received by the date specified in the Stage 2 reminder letter, a **7-day demand** letter is issued by our appointed solicitor.
- 5.7.3 In addition, we reserve the right to instruct court action through the Simple Procedure to obtain decree, which may lead to enforcement options, including but not limited to rent arrestment, earnings arrestment, bank arrestment, attachment orders, inhibition and sequestration.
- 5.7.4 We also reserve the right to register a Notice of Potential Liability against the title of debtor's property. The Notice of Potential Liability registration and administration fee is stated in the table at Section 3.6 of this WSS.
- 5.7.5 All costs associated to the pursuit of debt, including legal fees, registration fees and our administrative costs will be applied to the debtor's account.
- 5.7.6 It is important that each owner pays their invoice on time to ensure the development remains "in funds" and allows the continuous delivery of services. Where Atholls has been unsuccessful in recovering debt of an existing or former owner we may, where the title or other relevant legislation permits, redistribute the debt among the remaining owners. This will be communicated to in advance to the affected owners, including details of the debt and, if appropriate, information regarding the methods attempted to recover.

5.8 Selling your Home

- 5.8.1 Each owner should ensure their solicitor notifies Atholls of any change in ownership of their property. We require a minimum of 10 working days' notice of sale from the seller's solicitor.
- 5.8.2 An administrative charge or Sales Fee, as listed in Section 3.6 of this WSS, is made to the departing owner to cover the significant internal administration required in the sales process. This charge will be issued to the seller's solicitor on receipt of notification of the sale from them. A Late Notification of Sale Fee will also apply if the 10-working day notice period has not been achieved.
- 5.8.3 Once notified of the sale, and upon receipt of payment of the Sales Fee, our team will liaise with the seller's solicitor to answer any relevant questions presented by the solicitor. Typically, these will cover outstanding debt, the presence of a sinking fund, pending works projects etc. Atholls will only answer the questions presented by the seller's solicitor.
- 5.8.4 When known, the seller's solicitor must confirm the date of sale to Atholls, who will then ensure that all costs are apportioned to the correct owner at the

correct date. The departing owner is liable for all costs up to the date of sale and the new owner from that date.

- 5.8.5 The seller's final invoice will be generated in line with our standard billing cycle, therefore, any sale which completes towards the end of a billing period may result in the final invoice taking more than 3 months to generate, to allow us to process all charges due. The expected month of the final invoice issue will be confirmed to the seller's solicitor within the initial correspondence.
- 5.8.6 Final invoices will include a credit for any float payment, if applicable.
- 5.8.7 Any contractor/supplier invoices received after the final service charge invoice has been issued will be due and payable and will be invoiced accordingly to homeowner.
- 5.8.8 Failure to pay the final invoice will result in your debt being split across the development and your personal details shared with the other owners to afford them the opportunity to pursue you personally.

6.0 Communication and Consultation

6.1 Information, documents, policies, and procedures

- 6.1.1 It is important that homeowners understand the operation of their factor, so we have produced a range of documents to assist. These are available on our website <http://atholls.com>. Should you be unable to access our website, you may request copies of these documents by contacting your local office.

We regularly review the content of these documents, so accessing the latest version on the website is recommended.

The key documents are:

- The Written Statement of Services
- Debt Recovery Guide
- Complaints Procedure

6.2 General Communications

- 6.2.1 Good communication between the factor and homeowners is the key to a successful relationship. For general enquiries, email is the best form of communication. Emails should be sent to factoring@atholls.com

Should email not be suitable or available, owners can communicate by letter or phone as follows:

Address: 10 North Silver Street
Aberdeen
AB10 5RL

Phone: 01224 637666

- 6.2.2 Whenever you contact us, please give us your client account number and address of the factored property so that we can quickly identify your property. You'll find your client account number on your latest invoice.

- 6.2.3 For written enquiries and requests, we shall endeavour to acknowledge receipt of the communication within 3 working days and respond in full within 5 working days of the acknowledgement date. Responses will be made to the sender of the communication only and not to others who may be copied in unless by prior agreement.

For telephone enquiries, we will endeavour to respond in full within 5 working days of the call.

If additional time is required for resolution of enquiries, we will advise owners accordingly.

6.2.4 Our normal office hours are Monday to Friday, 9.00am to 5.00pm, excluding public and local holidays.

6.2.5 Multiple emails from individual clients may not always be individually acknowledged or responded to. Extended response times may apply.

6.3 Complaints

6.3.1 We welcome feedback at any time. It helps us to understand how well we are doing and where we may need to make improvements to our service. We always strive to do a good job, but sometimes things can go wrong, or you may feel that we have not met your needs fully or in a way that you would have liked.

If this should ever happen, please get in touch with us.

6.3.2 In most cases, a conversation with our team members will be all that is required to resolve any issues, however, should your issue remain unresolved Atholls operates a formal complaint handling procedure (available on our website or on request).

6.3.3 Complaints will only be accepted from homeowners or their formally appointed representative and should specifically relate to an aspect of our service delivery or that of a contractor appointed by Atholls.

6.3.4 Atholls will not accept complaints about matters out-with their scope of services, such as complaints made by one resident about another, defects inside your own property (unless they are caused by a problem with the communal areas we manage) or anti-social behaviour but may direct you towards bodies who may be able to help, such as Citizens Advice Bureau or your local authority.

6.3.5 The decision to accept a formal complaint will be made by Atholls senior management. In the event of rejection of a complaint you will be notified in writing stating the reasons for the rejection.

6.3.6 In dealing with complaints, Atholl's staff will always display a polite and professional approach with the owner. Similarly, owners who have a complaint must also display professional conduct at all times. Verbal or other forms of abuse of staff will not be tolerated.

6.3.7 Complaints must be notified to us in writing and contain the following information:

- Confirmation that you wish to raise/escalate a complaint.
- Your account number (available on your latest invoice)
- Your name
- The factored property address.
- Concise and factual details of your complaint, including any relevant supporting information such as photographs.
- Your desired resolution

6.3.8 Our complaint handling procedure consists of 3 stages:

- **Stage 1 – Formal Review**

If your Stage 1 complaint is accepted, we will issue a written acknowledgment within 5 working days of receipt of your correspondence. The acknowledgement will state your Complaint Reference Number, the name of the appointed complaint handler and the date by which you can expect a full response.

During the investigation you may be contacted by the complaint handler for clarification or to discuss certain aspects of your complaint

or request further information. All investigations will be conducted in a fair, unbiased and professional way.

Investigations should be completed within 20 working days from the date of the complaint acknowledgement. If, for any reason, we require more time to conclude our investigation you will be notified in writing with a new date by which you can expect a full response.

On completion of our investigation, you will receive a written response from the complaint handler, which will detail our findings and planned actions to address the issues raised, if applicable. Should your complaint contain multiple concerns each will be addressed separately within our response.

We would hope that our response will resolve your complaint, but if you feel that the matter has not been satisfactorily resolved you may escalate your complaint to Stage 2 of our complaint procedure.

- **Stage 2 – Final Review by Senior Management**

In order to raise a Stage 2 complaint, you should contact your local office in writing, stating your Complaint Reference Number and clearly setting out the reasons why you believe we have not satisfactorily resolved your complaint. Reference should be made to any alleged breaches of our Written Statement of Services, the Property Factors Code of Conduct, or any other relevant legislation.

If your stage 2 complaint is accepted, we will issue a written acknowledgment within 5 working days of receipt. The acknowledgement will reaffirm your Complaint Reference Number, the name of the appointed complaint handler and the date by which you can expect a full response.

Your complaint will be carefully reviewed, and we'll take full account of all the issues and any actions taken or proposed. We will always seek the best possible outcome for you and use this to guide our final decision which will be issued to you in writing within 20 working days of the date of the Stage 2 complaint acknowledgement. If, for any reason, we require more time to conclude our investigation you will be notified in writing with a new date by which you can expect a full response.

We would hope that our response will resolve your complaint, but if you feel that the matter has not been satisfactorily resolved you may make an application to the First-tier Tribunal for Scotland (Housing and Property Chamber) for independent review.

- **Stage 3 – First-tier Tribunal for Scotland (Housing and Property Chamber) Review**

We always try to fully resolve complaints ourselves and we successfully achieve this for most of the complaints we receive. However, if we cannot do so to your satisfaction, you may apply to the First-tier Tribunal for independent review.

Prior to doing so, you must notify us in writing, of the specific reasons why you consider we have failed to meet the standards set out in the

Property Factors Code of Conduct or to carry out our Property Factor's Duties. Template letters are available on the website of the First-tier Tribunal for Scotland (Housing and Property Chamber)

<https://housingandpropertychamber.scot/apply-tribunal/property-factors/property-factors-application-guidance>

The tribunal will only consider complaints where there is evidence that the factor has refused to resolve the homeowner's concerns, or has unreasonably delayed attempting to resolve them. It is therefore important that you allow us sufficient opportunity to resolve your complaint by adhering to and completing Stages 1 and 2 of our complaint procedure.

The First-tier Tribunal process is an important dispute resolution process within the Property Factors (Scotland) Act 2011. We fully respect the independence of this body and will always honour their decisions.

The postal address for the tribunal is:
Housing and Property Chamber
First-tier Tribunal for Scotland
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT

Email: HPCAdmin@scotcourttribunals.gov.uk

6.4 Privacy and GDPR

Our privacy notice is available on our website or by request to your local office.

Atholls Ltd. are registered with the Information Commissioner's Office (Data Protection Registration Certificate number Z3260912).

7.0 Insurance

7.1 Homeowners have a statutory duty to insure against prescribed risks, such as fire or flood (see section 18 of the Tenements (Scotland) Act 2004, and the Tenements (Scotland) Act 2004 (Prescribed Risks) Order 2007 (SSI 2007/16)).

7.2 Buildings and Terrorism Insurance

- 7.2.1 Buildings and Terrorism insurance can be offered to all relevant developments by Atholls Ltd. If buildings insurance is a requirement of your Deed of Conditions, we will normally organise a comprehensive policy accordingly.
- 7.2.2 It is important that the declared value of your property on the insurance certificate is accurate. If a value is under-declared, the insurers would be unable to fully fund a rebuild in the event of a significant loss. If a value is over-declared, the owners will be unnecessarily overpaying their premium.

Atholls will arrange a revaluation survey (or Reinstatement Cost Assessment – RCA) every 3 years. In the intervening years, index linked increases will apply to declared values in line with our insurance broker's recommendations.

7.3 Property Owners Liability Insurance (POL)

- 7.3.1 Property Owners Liability Insurance (formerly Public Liability Insurance) cover is included within any Block Insurance Policy arranged by Atholls. Where we do

not place buildings cover on behalf of the homeowners, we may arrange Property Owners Liability Insurance for the shared common parts as a requirement of our management of your development/estate and do so to protect all homeowners against liability claims under one policy.

7.4 Lift Insurance & Inspection (Engineering Insurance / Plant Protection Insurance)

- 7.4.1 Lift Insurance / Engineering Insurance / Plant Protection Insurance is available to all applicable properties. This policy provides cover for plant such as boilers and pressure plant, lifting and handling plant and electrical or mechanical plant, and provides protection against breakdown, extraneous damage, and other sudden and unforeseen damage.
- 7.4.2 Cover includes the provision of 6-monthly inspection of the plant by a competent person, who produces an inspection report. This is separate and in addition to any routine maintenance contract which may be in place.
- 7.4.3 Cover is not compulsory but highly recommended. Atholls will automatically place and renew this cover unless directed otherwise by a majority of owners.

7.5 Directors and Officers Insurance

- 7.5.1 Where development decisions are taken by a formally constituted Owner's Association Committee, the office bearers may be held individually liable for any financial loss suffered as a consequence of decisions made or actions taken (or not taken). Even if allegations made are not finally proven in a court of law, the defence costs incurred can be significant.
- 7.5.2 If appropriate, Atholls can place Directors and Officers Insurance to protect the interests of the homeowners.

7.6 General Insurance Information

- 7.6.1 Copies of all relevant insurance certificates will be issued annually upon renewal of the policy and are available by request to your local office. The certificates contain details of the insurer, the premium, the declared value, the sum insured and the excesses which apply.
- 7.6.2 A copy of the full policy wording document is available on our website.
- 7.6.3 Where insurance is arranged by Atholls, the premiums will be split (or apportioned) in accordance with the provisions set out in your Deed of Conditions, or by agreed custom & practice. If there is no provision in the Deed of Conditions for this cost, the Tenement (Scotland) Act 2004 or Title Conditions (Scotland) Act 2003 will apply.
- 7.6.4 Any associated costs with the insurance, such as excess costs, will be charged in the same way as the insurance premiums, unless a competent decision has been taken by a majority of homeowners to alter this. Excess costs for claims resulting from third party negligence may be recovered from the responsible party by the insurer.
- 7.6.5 Proven negligence resulting in a loss, by a homeowner may result in Atholls charging the excess to that individual property.

7.7 All Insurance Claims

- 7.7.1 All claims should be intimated to Atholls Ltd. in the first instance. This should be done by telephone or email.
- 7.7.2 Depending on the nature of the claim, a loss adjuster may be appointed by the insurer. The loss adjuster will visit the property to review the claim.
- 7.7.3 In all other cases, the claim will be assessed by a contractor, approved by the insurer. They may carry out "make safe" works until the insurer is informed.
- 7.7.4 If you would prefer to use your own contractor(s) to quote for the works, please advise the member of staff who will provide the relevant contact details for the insurer who will assist.

- 7.7.5 In all cases, claims may be repudiated (or rejected) by the insurer. In these cases, the insurer will communicate their decision to the homeowner.
- 7.7.6 If the anticipated cost of repairs is close to the policy excess value, Atholls reserve the right to instruct works directly to a contractor, instead of making a claim against the policy. Multiple small claims have a detrimental effect on the development's claims history and may have a significant impact on future premiums. The owners may elect to change this process at a quorate AGM.

8.0 Declaration of Interest

- 8.1 Where Atholls Ltd. is involved in a relationship or agreement that is material or conflicts with any work undertaken on behalf of the homeowners, fair treatment will be ensured at all times.
- 8.2 A declaration of any financial or other interests which Atholls has in the common parts of your development will be issued as required.
- 8.3 Atholls Ltd. is also a Chartered Surveying company and our surveyors may be instructed to carry out investigations, insurance reinstatement cost assessments (RCA) reports and project management services at developments we factor. Where instructed, services rendered by our surveying division are chargeable to the owners. In accordance with the terms of this Written Statement of Services, all proposed Atholl's surveying charges exceeding our delegated authority limit will be communicated to the owners along with other quotes for their consideration and approval.

9.0 How to End the Arrangement

- 9.1 Homeowners may (by collective or majority agreement or as set out in their title deeds or relevant legislation such as the Title Conditions (Scotland) Act 2003 or Tenements (Scotland) Act 2004) terminate or change the service agreement in place with Atholls. Notice of termination should be given in writing to the Operations Manager at our Aberdeen office and should evidence that the agreement to terminate the factoring services has been properly mandated with the required number of homeowners/duty holders in agreement of the change. This evidence should be provided by email or hard copy. Atholls also reserve the right to terminate management services.
- 9.2 Once Atholls accept the termination as being competently mandated, we will write to all owners at the development to confirm acceptance of the termination and confirm the termination date. A 3-month notice termination period from the acceptance date applies in all cases.
- 9.3 Where termination occurs, an administration fee of £40.00 plus VAT per property will be charged in the next factoring invoice.
- 9.4 In accordance with the Property Factors Code of Conduct, the financial information that relates to your account will be made available to homeowners within 3 months of the termination date, unless there is a good reason not to (for example, awaiting final bills from contractors or an auditor's certificate.)
- 9.5 When termination of the contract has been accepted, we will carry out a thorough Development Finance Review to determine the income and expenditure position over the termination period and the level of development debt. In the event of cash-flow issues Atholls reserve the right to reduce or withdraw services at the development to reduce the development's financial liability.
- 9.6 We reserve the right to apply a Notice of Potential Liability on all current debt where the outstanding balance exceeds the value of float held. Upon completion of the final accounts for the development any monies held in sinking, reserve or contingency funds will be offset against the debt where required. Any outstanding development debt will be distributed between the remaining homeowners in the development. At the point we present the distributed debt in your final invoice, details of the debtors will be shared with the other homeowners to afford them the opportunity to pursue them personally.



- 9.7 Cancellation of long-term contracts / premiums may incur charges.
- 9.8 Atholls will co-operate with the incoming factor to assist with a smooth transition, including the transfer of owner and other relevant development information (subject to data protection legislation). This may require letters of authority from a majority of owners to confirm their instructions on the information they wish to be shared.
- 9.9 All contractors and suppliers will be advised that final invoices need to be received without delay, however, any invoices received after the final service charge invoice has been presented will be due and payable and will be invoiced accordingly to homeowners.

10.0 Regulatory Status and Associations

- 10.1 Atholls Ltd. operates as a formally registered Factor, registration number PF000316.
- 10.2 Atholls Ltd. has Professional Indemnity Insurance covering claims up to £1.25m
- 10.3 Atholls Ltd. is also RICS registered Chartered Surveyors, registration number 725215