

newton.TM

Written Statement of Services



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Section A

Our Authority to Act

- a)** We (Newton Property Management Ltd) have been appointed to manage the whole shared property in line with one or more of:
- The deed of conditions;
 - any valid decision made by the homeowners of the development;
 - established custom and practice; or
 - if we take over as manager from another firm who previously had the right to manage.
 - Where we have been appointed to do so.

For details of our authority to manage your specific development, please see apportionment schedule or contact your property manager, who will be pleased to help.

- b)** Please see section B for details of the financial limits for work we may carry out when managing your development. Section B also includes information about when we may decide to act without consulting you first.

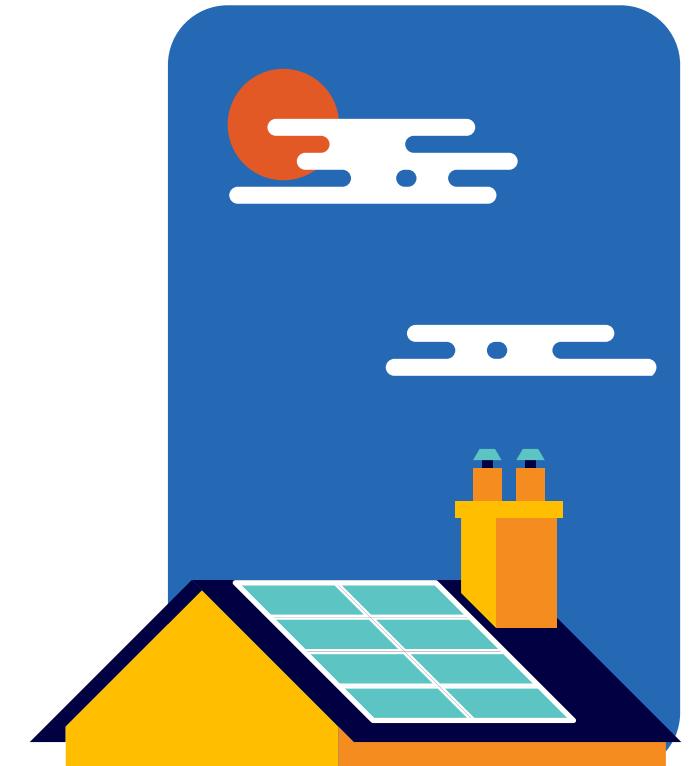
Section B

Services we Provide

- a)** We will act for you, the homeowner, as your property manager or 'factor' in line with the terms of the Property Factors (Scotland) Act 2011.

We will:

- enter into contracts for you as your agent and, if appropriate, for co-owned parts of flat properties, commercial premises, landscaped amenity areas and so on;
- arrange maintenance and repairs to common (shared) parts of the property, including if this is part of the management contract as set out in the deed of conditions;
- arrange insurance for the property as required - either if instructed by you or as stated in the deed of conditions;
- send you an invoice for your part of the shared charges (for example, grounds maintenance, shared insurance, cleaning, general repairs and so on)



every three months; and recover billed costs through legal action if necessary (for example, if you owe us money).

For the avoidance of doubt, as the co-owners are a domestic client, you will be in contract with any contractor who we (as your agent) may appoint on your behalf and that contractor shall be responsible for discharging the duties of client, principal contractor (and if no principal designer has already been appointed, principal designer) under the Construction (Design and Management) Regulations 2015.

- b)** We may take appropriate action under the deed of conditions (or any legislation that applies) to deal with matters that affect shared property or more than one homeowner.

- c)** We will meet with contractors, insurers and homeowners if we think it necessary. At no extra charge, we will attend one official AGM and may attend other meetings homeowners hold.

- d)** You can nominate contractors to carry out repairs, or we will appoint contractors who have the relevant insurance. We will not recommend that you use a particular contractor.

We may consult the contractors about the type of repair and the materials to be used, but will not say how they should get access to do the repair or insist on any other health and safety procedures (this will be up to you and the contractor). If necessary, and if you instruct us to, we will arrange for a professional consultation on notifiable projects (those that include significant repairs or improvements). We may charge an additional fee for notifiable projects – see section C (a).

As stated above in section B (a), as the co-owners are a domestic client, you will be in contract with any contractor who you choose and who we (as your agent) may appoint on your behalf and that contractor shall be responsible for discharging the duties of client, principal contractor (and if no principal designer has already been appointed, principal designer) under the Construction (Design and Management) Regulations 2015.

- e)** All contractors we have appointed to work on your behalf must have public liability insurance.

- f)** If a repair needs more than one tradesperson, we will co-ordinate the arrangements for the work.

- g)** We will get estimates from tradesmen for the same job if the cost per homeowner's property for any repair is over £75 including VAT (see section C (a)). We will tell you about these estimates and get your agreement before the work starts. This may involve you voting with other homeowners on whether the work should go ahead or not. The Construction (Design and Management) Regulations 2015 apply, as stated in B (a) above.

- h)** If a repair also affects a property that adjoins yours, we will negotiate with the relevant homeowners or management agent and try to make sure that the work is completed satisfactorily and at a reasonable

cost, and that the other homeowners pay their share. The work will not go ahead unless we have permission from the homeowners it affects.

- i)** We will provide the services set out in section B (a) of this document, but nothing in that section means that we have any liability to you or anyone else if we fail to arrange repairs following a visit to your property. We will visit your property when necessary, but we do not guarantee regular or planned visits. It is your responsibility to make sure the property is safe for visitors or our employees. It is also your responsibility to tell us about faults and repairs that affect shared areas.

- j)** We will keep any agreed insurance cover in place and you must, if it applies, pay the premiums as soon as they are due. We are not responsible for setting the value of the insurance cover of the property (or any part of the property), although we can arrange renewal valuations at an extra cost through a buildings surveyor. Your insurer will usually recommend you increase the sum insured each year, at the time your policy is due for renewal.

We will tell you, in writing, about any commission, administration fee, rebate or other benefit we receive from the insurance provider, and any financial or other interest that we have with them. If you would like a copy of our insurance claim procedure, please contact us.

The excess (the part of the insurance claim that you have to pay) is set out in the renewal summary of cover, which is issued at the start of each year's policy. Insurance premiums are listed on your common charge invoice.

- k)** In the event of an emergency, to utilise our out of hours service please contact your local office on the usual number for assistance.

If a call-out that is not a communal (shared) emergency is made to a contractor, the person who made the call may have to pay the full cost of the call-out.

Section C

Charges for Services

a) We will, on your behalf, repair and maintain the shared parts of the development. If we expect large-scale work to cost more than £75 (including VAT) per homeowner's property, (see section B (g)), we will only go ahead with it once a majority of owners has agreed the estimate for the work, or once we have received the full amount of the estimated cost from them.

However, for any large-scale work that costs more than £150 (including VAT) per property, we may charge an extra management fee, which is currently 9.5% of the cost of the repair before VAT. This fee is currently waived for any owners paying their share upfront, in full, within 30 days of our works proposal letter. We will tell you, in writing, about any extra fees you have to pay in cases where we need permission for planned large-scale work.

However, in an emergency (or in any other circumstances we think are justified, such as a duty to maintain the property, as set out in the deed of conditions or other legislation) we can arrange the work and recover the cost from you without asking your permission first.

b) From time to time we may act as your agent for claims made on your property's insurance. We may charge an extra fee for arranging private repairs and maintenance.

c) We will send all homeowners a common charge account at least every three months. This account will set out your share of costs for the relevant period. You can ask us for a full break-down of all costs that apply to your property (or you may need to refer to your deed of conditions for this). There will be no charge for providing this information, which we may give you along with your common charge invoice.

d) We will check tradesmen's accounts, including VAT, when we receive them. We will calculate your share

of the cost and, unless we have agreed otherwise with you, we will send you regular accounts. We will also make sure we check and pay accounts for insurance and all other outgoings when they are due, as long as you have provided us with enough money to do so (see below). We will calculate the share each homeowner owes and include it in the common charge accounts.

e) We will collect funds from each homeowner to use as a 'float' to cover the cost of repairs, maintenance and insurance. This is a conditional obligation provision

f) We will collect funds from homeowners for any future work, such as redecoration, significant repairs and so on, and keep them in a bank account that does not build up interest. This account will be separate from our company funds.

All customer funds are held separately from all company funds in a non-interest bearing bank account unless stipulated per the Deed of Conditions.

We can only open an account in the name of a group of homeowners if permitted by the bank.

g) We will arrange insurance for you, whether this insurance is a block buildings policy, lift inspection policy, property owners' liability or other indemnity insurance. We may arrange this insurance through a broker, which may involve providing that broker with details of any claim for them (or their associates) to process on your behalf.

h) Please ask us for a copy of our debt recovery process, for a summary of how we will collect payments and manage situations where homeowners do not pay our invoices on time.

i) You can view contractors' or suppliers' invoices for the last 12 months on our customer portal. If you would like historic invoices, we charge at least £5 plus VAT per copy.

j) Under section 10 of the Title Conditions (Scotland) Act 2003 or section 12 of the Tenements (Scotland) Act 2004, we will apply for and attach a 'Notice of Potential Liability' (NOPL) to the property title to recover any arrears. We will charge the costs or fees of doing this to your account. We will charge £150 plus VAT for an NOPL.

We must keep you informed of any debt-recovery problems with other homeowners which could have implications for you. If we register an NOPL in your development we may report this to the homeowners it may affect. An NOPL is a public record.

k) You must pay us, when we ask, your share of the cost of repairs and maintenance, insurance premiums, shared and other charges and management and other fees in line with the deed of conditions, the Title Conditions (Scotland) Act 2003 or the Tenements (Scotland) Act 2004.

If any homeowner has not paid their share after we have issued a demand for payment, we can sue them and recover the money on behalf of the remaining homeowners. If we have not received a homeowner's share, and the expenses awarded by the court of obtaining a decree for payment, within 21 days of the date of that decree (or, if the homeowner is paying the debt in instalments, after the date the last instalment was due), the other homeowners must between them pay us the amount of that share and expenses.

Other homeowners may also have to pay a share of expenses and fees if:

- we cannot, by making reasonable enquiries, identify or find the homeowner who owes the money; or
- attempts to recover the debt are unsuccessful, or
- we stop being the factor.

Each homeowner must pay an amount that is in proportion to their share of the original costs, and they will be entitled to recover that amount direct from the homeowner who has not paid. If we need to invoice the other homeowners for an unpaid share, we will tell them in writing beforehand. If you ask us and if data-protection law allows, we will provide you with information on the unrecovered share.

l) If you are selling your home, we will charge you up to £90 plus VAT for dealing with solicitors and preparing your common charge accounts outwith our normal timescales. If we receive the request to process your sale from your solicitor less than five days before the sale is due to settle, we will charge £120 plus VAT. For houses, this fee will be £50 + VAT.

We may charge for all administration work necessary to close your account and for exchanging information with a new factor.

m) Each common charge invoice will be issued at least every 3 months, which we will review each year.

Our management fees will increase each year in line with inflation as a minimum. We will tell you about any increase above the rate of inflation, in writing, before we make the increase. If possible, we will tell you at the same time as we issue your common charge invoice.

n) So that we can pay for common services before issuing you with a bill for these costs, we will ask each homeowner for a 'float' amount, or any other amount set out in the deed of conditions or which we set from time to time. This amount is your contribution to the cost of shared charges and you must pay it as soon as you buy your home. The amount of float we will charge you is set out in the management schedule which accompanies this WSS. Generally, we use the float we hold to pay for routine maintenance.

Section C continued overleaf



Section C (continued)

It does not cover large-scale projects costing more than £75 per property, for which we may need funding in advance. We will refund the float amount (by adding it to your final common charge account) when you sell your home. It can take up to six months for us to issue this common charge account. We will not pay interest on the float amount. We will review the float from time to time to make sure there is enough money to meet the costs it has to cover. We may increase homeowners' contributions due to inflation or increases in the cost of general building maintenance or services. If we plan to increase your share, we will write to you first. We will keep this float separate from our company funds.

o) The management fee we charge for your home is set out in your at least 3 monthly invoice. We calculate your share of costs in line with the deed of conditions, the Title Conditions (Scotland) Act 2003 or the Tenements (Scotland) Act 2004 and as summarised in your management schedule.

p) We will offer you a discount on your management fee if you pay your invoices via direct debit and receive communication electronically.



Section D

Communication Arrangements

a) We will communicate with you by post, email and telephone. We may record phone calls for monitoring purposes.

We will handle your enquiries about contractors, service providers, insurance cover and insurance claims.

b) If you would like information, documents and policies or procedures that may help you understand our work, please contact your local Newton office.

c) We are committed to providing a customer-friendly experience while remaining professional, open and respectful. However, if you behave in a threatening or intimidating way or send us excessive correspondence that affects our ability to manage the development effectively, we have the right to end our communication with you.

We will do our best to deal with your concerns promptly. We aim to respond to phone calls by the following working day, emails within five working days and letters within 21 days. Your satisfaction is important to us, and we will make every effort to provide you with the help you need.

d) If you do not provide us with your email address, we may charge you an additional fee for each invoicing period to cover the cost of printing and postage.

e) If you report an emergency repair to us, we will tell the contractor about it within 24 hours. For repairs that are not urgent, we will tell the contractor within two working days. For repairs and maintenance that need quotes, we will tell the contractor within three working days.

f) For our complaints procedure, please see Annex – Communication and Complaints Procedure

If, after following the procedure, you still aren't satisfied, you can refer your complaint to the First-Tier Tribunal for Scotland Housing and Property Chamber at:

The First-Tier Tribunal for Scotland Housing and Property Chamber
Scottish Courts and Tribunals Service
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT.

g) Under the change to GDPR Act 2018, we keep personal information, such as your address, bank account, whether you are up to date with charges and, for insurance, sums insured. We keep this information on computer or paper. We hold this

information on your behalf to make sure jointly owned property is managed properly and we use it for our own purposes only. We will not share your personal information with anyone else without your written permission, unless we have to do so by law or under our contract with you.

We are registered with the Information Commissioner's Office as:

Newton Property Management Ltd,
87 Port Dundas Road,
Glasgow,
G4 0HF.

Registration number ZA164404.

Section E

Declaration of Interest

a) We do not have any financial or other interest in any property that we manage for you.

b) We do not have any financial or other interest in any contractors we appoint on your behalf.

Section F

The Property Factor (Scotland) Act 2011

a) We are bound by the Property Factor (Scotland) Act 2011, which includes the duty to register with the Scottish Government as a factor, to use a property factor register number (PF000108) and to keep to the Code of Conduct for Property Factors.

www.legislation.gov.uk/asp/2011/8/contents

Section G

How to End Your Contract With Us

a) When you sell your property, you need to let your solicitor know that we are your factors. They will need to contact us as part of the sales process and will ask us a number of questions regarding the common area management of your property. Please see section C (n) for details on the timescales that apply if you are telling us about a change in ownership of your property, as well as the charges that apply for this additional work on your behalf.

b) You can end your agreement with us:

- in line with the deed of conditions, the Title Conditions (Scotland) Act 2003 or the Tenements (Scotland) Act 2004; and
- by giving us at least three months' notice in writing.

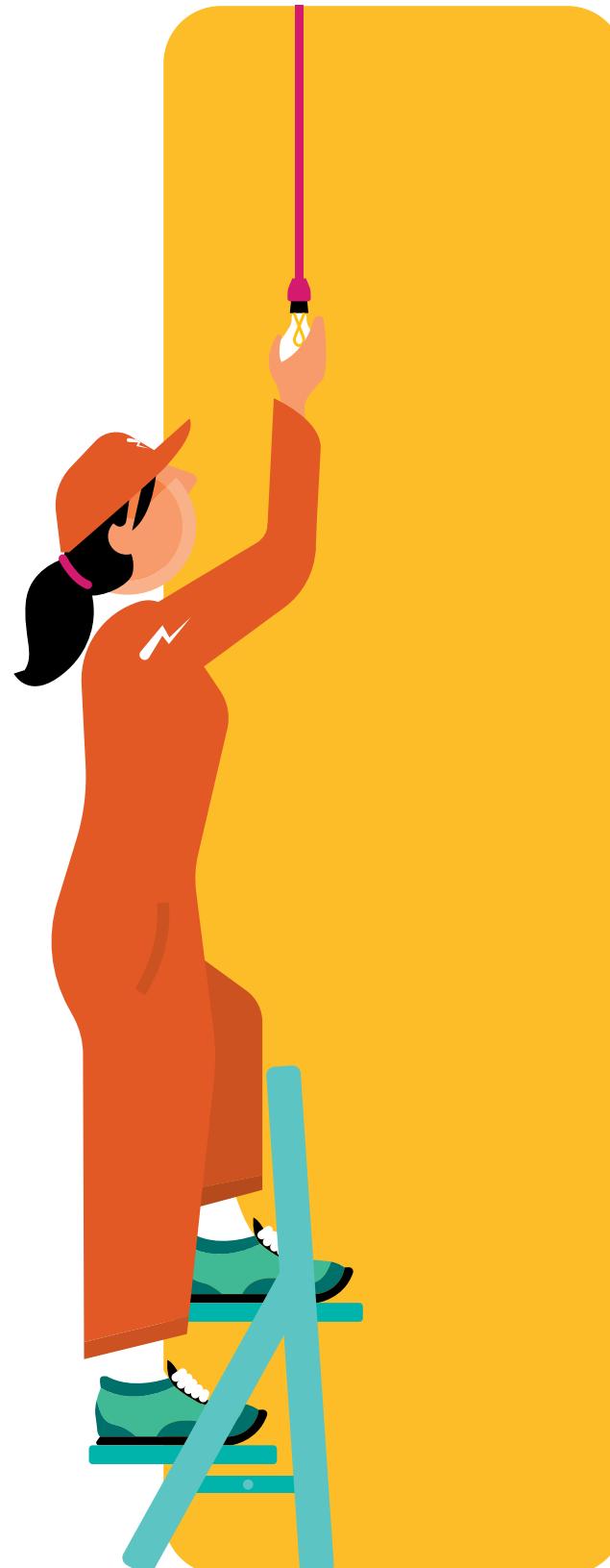
We may end the arrangement at any point, as long as we give you three months' notice in writing.

As general guidance, the property title deeds (section D, Burdens) may set out how to dismiss us.

If it doesn't, a majority of homeowners can dismiss (or appoint) a manager in line with relevant legislation, such as the Title Conditions (Scotland) Act 2003 or the Tenements (Scotland) Act 2004, Tenement Management Scheme, rule 3, 3.1 (c) (ii). Or, in certain situations, the Title Conditions (Scotland) Act 2003, part 5, clause 64 gives homeowners the power to appoint and dismiss managers, as long as two-thirds or more of all homeowners in the development vote to do so.

c) If you and other homeowners decide to end your contract with us, we will need to see written evidence that this decision has been properly made. Once we have received this evidence and are satisfied that the decision is binding, we will co-operate with the new property factor by providing any information on services and insurance that they may need.

We will not share information about ownership with the new factor as this could break data-protection regulations.



d) Our default position is that we will not charge you a termination fee. Unless we are required to carry out duties out with standard practice. Per Section 2.9 of the Code of Conduct.

Section H

Summary of Changes to the Written Statement of Services

August 2023 changes:

- Sections B (A), B (D) & B (G) - Reference to the Construction (Design and Management) Regulations 2015
- Section B (A) - Estimates for works exceeding £50, now £75
- Section C (A) & C (O) - Large scale works & large scale projects was £50, now £75
- Section C (A) - Large scale work management fees was over £150, now £100
- Section C (Q) - Introduction of charge for not paying by Direct Debit
- Section C (M) - & G (A) - Introduction of £90+vat at end of Services

February 2025 changes:

- Section C (A) large scale work management fee is being reverted to £150.
- Section C (A) Changing to no fees charged if funds are paid in advance.
- Section G (A) Removing £90 + VAT at end of services and changing to - 'Our default position is that we will not charge you a termination fee. Unless we are required to carry out duties out with standard practice. Per Section 2.9 of the Code of Conduct'.



Annex

Communication and Complaints Procedure

Here at Newton Property Management (hereinafter referred to as NPM), we strive to offer the very best of service to our customers at all times. Unfortunately, the very nature of multi-ownership property means that from time to time it is inevitable that some customers may be dissatisfied and seek to make a complaint against the company of NPM, its employees, internal procedures or contractors carrying out common repairs instructed on the homeowners' behalf.

It has always been our strong held belief that all owners should have a voice when it comes to matters of common property management and accordingly, we have a simple complaints procedure which we hope will allow constructive dialogue with our customers with an aim of reaching an amicable resolution. It should be noted that we cannot consider complaints regarding the contents of your Deed of Conditions, or any voting mechanisms or common property decisions validly made by your fellow owners.

What else is not covered by our complaint's procedure?

- Social issues (such as anti-social behavior, please refer to your local council)
- Invoice queries (please contact your local office)
- Everyday matters (such as reporting a repair or concerns about contractor works, these should be reported to your local office in the usual manner)

Stage 1—Initial Escalation

If you're dissatisfied in any way, please let us know by contacting your local office. It's important for us to understand your concerns and would also expedite the complaints process if you could clearly set out your expectations as to how the matter may be resolved.

We strive to address all concerns promptly through phone, on-site or in-person conversations. We aim to provide a full response or resolution within 7 working days.

Stage 2—Complaint Investigation

If you remain unsatisfied with our initial efforts to resolve your complaint, you may escalate your complaint to the formal stages of our complaints process.

You may request a 'Complaints Form' from your local office. Please include as much information as possible and return completed. Once a complaint has been received, the response will be managed by an Associate Director or our Customer Relationship Manager. They will consider the points raised and seek to either discuss your concerns with you or provide a written response within 10 working days (from the date of acknowledgement). If we cannot adhere to this timescale (for example if further investigation is required), we will advise you and provide a target date for a full response.

Once our internal investigation is complete, you will receive a response from one of our Senior Team. This will include our findings and planned actions to address issues raised.

All investigations will be fair, unbiased and professionally conducted, we would hope that this would conclude our investigation and the complaint will be closed within 15 days of writing to you.

Stage 3—Further Escalation

If you remain dissatisfied following Stage 2, you may request to escalate your complaint to the Leadership Team, where the relevant manager will consider your Stage 2 submission and any subsequent correspondence between you and NPM.

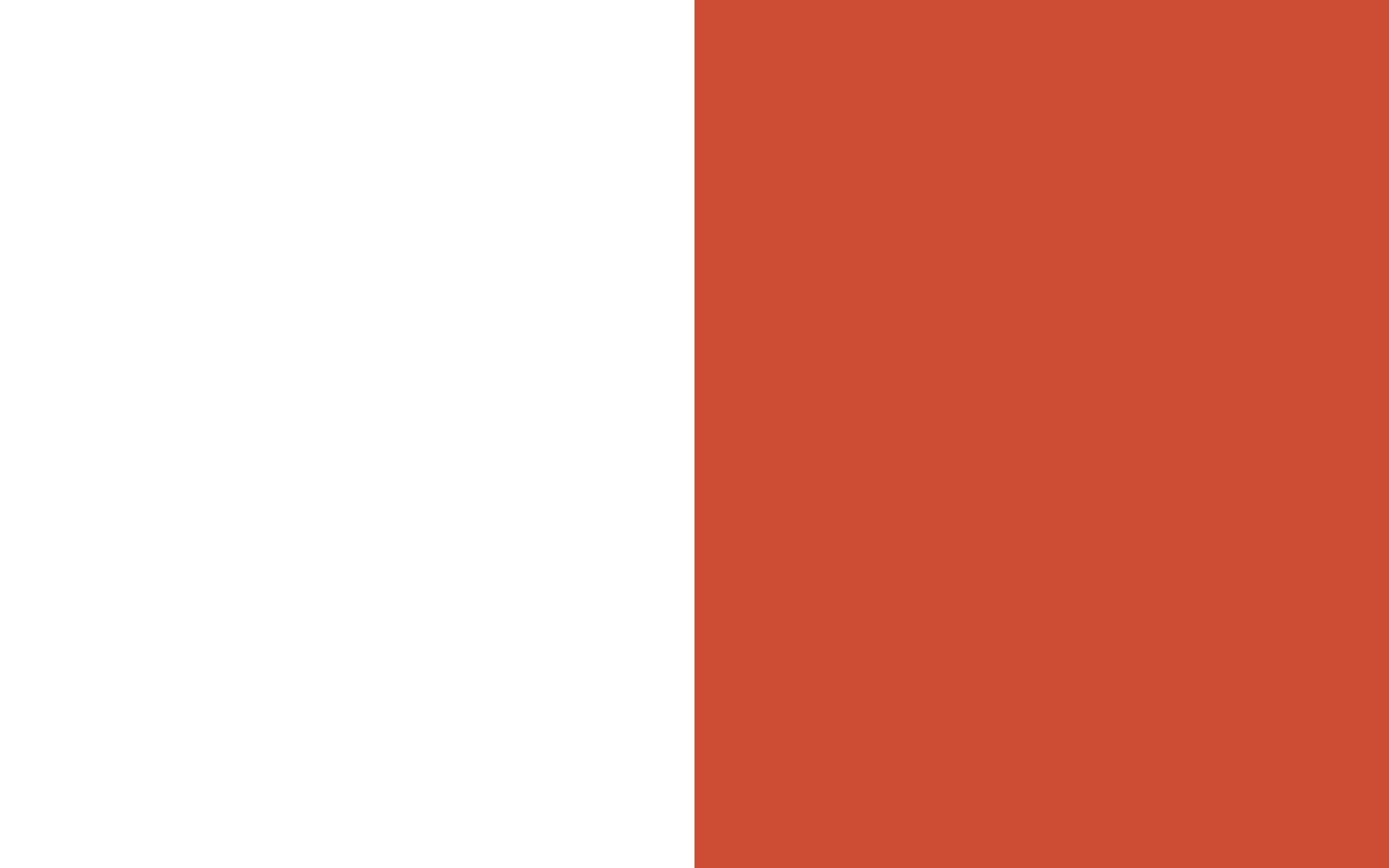
If we cannot reach agreement on a response within 30 working days, we will either write to you to say we need more time to respond or refer the matter to the other homeowners of the property, either for a meeting or to vote on the matter (if appropriate).

Once a member of our Leadership Team has issued a final response, the company reserves the right not to respond to any further communication regarding your complaint and you may instead choose to refer your complaint to the First Tier Tribunal for Scotland (Housing and Property Chamber) who may then choose to consider the matter further.

The Housing and Property Chamber First-tier Tribunal for Scotland can be contacted at:

The Housing and Property Chamber
First-tier Tribunal for Scotland
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT







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Central Scotland

87 Port Dundas Road
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G4 0HF

0141 353 9700

support@newtonproperty.co.uk

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19 Albert Street
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Newton Property Management LTD registered in Scotland no. 224378 VAT registered no. 783500039

Property factors registration no. PF000108

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