



WRITTEN STATEMENT OF SERVICES UNDER THE PROPERTY FACTORS (SCOTLAND) ACT 2011

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91BC Property Services Limited (“the Company”) has responsibility for managing the communal parts of your property as your factor, and we are required to comply with the terms of the Property Factors (Scotland) Act 2011 (“the Act”) and with the Code of Conduct for Property Factors developed by the Scottish Government. The following Statement of Services forms part of the Code of Conduct and sets out the Company’s management activities in respect of the communal or shared parts of your building.

1.0 Introduction

This Written Statement of Service is issued in compliance with the Property Factors (Scotland) Act 2011 – Code of Conduct for Property Factors and sets out the terms of service. This document supersedes any previous versions. This should be read in conjunction with your Title Deeds (and specifically any Deed(s) of Condition or Development Management Scheme registered or recorded against your development) to understand how we will manage your development. Our registered Property Factor No is PF000622. Our ICO registration number is ZA174128. All reference to “we” and “us” means 91BC Property Services Limited and “you” and “your” means the Homeowner(s).

2.0 Authority to Act

We have been appointed to manage your development as factor in line with the Title Deeds for your property, and/or statutory legislation, including but not limited to the Tenements (Scotland) Act 2004. We do not offer legal advice as part of our core services and in the event of the need of such services, we will advise you of this and any additional cost will be passed on to you. Unless otherwise agreed in line with your Title Deeds, we will operate a standard delegated authority and financial thresholds laid out below. For developments with agreed budgets, the costs noted below apply only in the event of costs incurred outside of the agreed budget.

For works deemed as an emergency or urgent, we will carry out these works without seeking prior approval from you in advance since as your factor, we have a duty to make safe the development.

1. Works valued below £50 per share: we will proceed with works without any prior approval.
2. Works valued between £50 and £100 per share: we will seek approval from a majority of homeowners in the development.
3. Works valued greater than £100 per share: we will seek a majority approval from the owners and reserve the right to gather 100% of the cost in advance of works starting.
4. Projects, or works valued over £10,000 overall: we will seek majority approval from the owners and reserve the right to gather 100% of the cost of the project in advance of works starting.

Should we need to seek your approval for works that are valued greater than our delegated authority, we will do so via our factoring software. If you don't have access to the factoring software, we will do so by letter and/or telephone.

3.0 Our Core Services

Our core services to our customers include the following:

- ☐ Organising and instructing repairs and maintenance relating to communal areas of your development.
- ☐ Appointment of contractors to carry out common repairs and maintenance to communal area of your development.
- ☐ Manage contracts of directly employed persons (concierge etc).
- ☐ Organising and instructing communal buildings, public liability and other relevant insurances in your development.
- ☐ Obtaining quotes for work that are not within our delegated authority.
- ☐ Attend AGMs or EGMs.
- ☐ Provide 24-hour emergency line.
- ☐ Issuing invoices to you for common charges.
- ☐ Preparation and reconciliation of budgets for agreed developments.
- ☐ Investigation and resolution of any complaints or unsatisfactory works.
- ☐ Providing you with online facilities to report repairs and communicate with your development and/or property manager.
- ☐ Provide direct debt and online payment facilities.
- ☐ Carry out credit control and debt recovery action against homeowners in line with our debt recovery procedure.
- ☐ Manage bank accounts for sinking funds, contingency funds and other client monies.

3.1 Additional Services

We may also carry out the additional services noted below. Please note, additional services may incur additional cost which you will be advised of before the service is provided.

- ☐ Inhouse roofing and handyman services (in the case of emergency or urgent works, the cost cannot be provided upfront).
- ☐ Attending out of hours meetings that are not AGMs or EGMs.
- ☐ Organising major works.
- ☐ Organising insurance claims.
- ☐ Processing change of ownership requests.

3.2 Services Not Included

We do not provide the services noted below:

- ☐ Internal repairs and maintenance to individual dwellings.
- ☐ Managing private disputes between homeowners.
- ☐ Managing disputes with third parties not instructed by us (for example, by local authorities).
- ☐ Providing legal or other professional advice.
- ☐ Funding repairs, maintenance, insurance or any other communal expense on behalf of debtors.
- ☐ Meter reading for utility suppliers.
- ☐ Raising new build warranty claims.

3.3 Service Level Agreement

We target ourselves to carry out our services as follows:

- ☐ New jobs, comments on existing jobs and messages raised via the factoring software provided will be responded to within one working day.
- ☐ Emergency works will be attended to, and you will be updated via phone and the software platform, within one working day of the initial report.
- ☐ Urgent works will be attended to within two working days, and you will be updated via phone and the software platform in one working day of the initial report.
- ☐ We will acknowledge necessary works within one working day, and any appointment to attend will be confirmed via factoring software within two weeks of the initial report.
- ☐ We will acknowledge desirable works within one working day, and appointment to attend will be confirmed via factoring software within four weeks of the initial report.
- ☐ We will issue you an invoice and/or statement for common charges within the first week of each month.
- ☐ Informal complaints will be acknowledged within one working day and responded to within five working days unless agreed otherwise.
- ☐ Stage one formal complaints will be acknowledged within one working day and responded to within five working days unless agreed otherwise.
- ☐ Stage two complaints will be acknowledged within one working day and responded to within 20 working days unless agreed otherwise.

4.0 Fees and Charges

This section provides information on how the Company will instruct and charge for communal repairs and services. As a private homeowner within a factored property, you are responsible for paying a share of the costs of any common repairs, maintenance and services that are required or provided as part of the Company's factoring service. Included in this cost is a sum representing the management and administration of these services. The management fee will be communicated to you prior to services beginning. The exact share due in respect of your property is defined in your Title Deeds. You will find what you need to know about your rights and responsibilities as a Homeowner in a factored development in what is called the Burdens Section of the Title Sheet for your property. The Title Sheet is the formal legal document confirming that you are the legal owner of your property. The Title Sheet also sets out the rules covering the management, maintenance, insurance, repair and improvement of the shared or communal parts of your building or development. When you purchased your property, your solicitor should have discussed these rights and obligations including responsibility for repairs and any factoring or property management arrangements. Where the Title Deeds do not set out all or some of the above, they are regarded as silent on this matter and the requirements will be determined in accordance with the Tenement Management Scheme under the Tenements (Scotland) Act 2004.

As a service provider to private property owners, we are entitled to charge a fee which represents our overheads (administrative, staff and software costs) in running and managing the service that we provide to you and your neighbours. This fee is in addition to the actual costs of the repairs or maintenance works carried out to the common parts or communal areas. Additionally, the Company reserves the right to charge the Float (as set out in the table in paragraph 4.1 hereof). Our charges are reviewed annually and may increase in line with market rates and inflation. Property specific rates are detailed on your invoice. The Company reserves the right to charge contractors a fee in exchange for access job tendering software.

4.1 Fees

Please see the table of standard fees in appendix 1.0. Any alternative pricing structures will have been communicated to homeowners separately. We will advise in advance for anything deemed an additional service except for emergency or urgent roofing works carried out by the 91BC Inhouse Roofers or Handyman.

5.0 Insurance

The Tenements Scotland Act (2004) mandates an obligation on the part of the owners to ensure that the building is adequately insured for reinstatement. The owners are also obligated to inform us of any changes to material facts. It is a common inclusion in property title conditions that a singular policy should be effected in the joint names of the co-proprietors. In such cases, we reserve the right to approach our approved panel of insurance brokers to instruct cover. The adequacy of that cover must be ratified with an accompanying Reinstatement Cost Assessment.

5.1 Reinstatement Cost Assessment (RCA)

An RCA is an assessment carried out by a RICS qualified surveyor to quantify the cost of reinstating a building. The Factors Code of Conduct advises an RCA should be carried out every five years. If a current and legitimate RCA is not available from either the homeowners or the outgoing factor at the onboarding stage, we reserve the right to instruct an approved professional company to provide an up-to-date reinstatement value.

6.0 Debt Recovery Procedure

We operate the following process to recover debt. If you are unable to pay your invoices, free and impartial debt advice and solutions are available from Money Advice Scotland and Citizens Advice Scotland.

You will receive an invoice at the start of each month and if you do not pay by the due date, we will take the following steps to recover the debt and any additional payment fee will be charged per section 4.1 above:

1. First reminder is issued giving a further 14 days to settle the invoice. Our credit control team may also call you during this time.
2. Second reminder is issued if the debt is not settled within 14 days of the first reminder. You will be charged a late payment fee of £15. You will be given a further seven days to settle before the final reminder is issued.
3. Should the invoice remain unpaid after the final reminder, the debt will be passed to a debt recovery agency. A debt referral fee of £150 ex VAT will be applied.
4. The debt recovery agency will engage the services of solicitors and sheriff officers to recover outstanding invoices. Any further letters issued either by hand or post will attract a fee of £50 ex VAT.
5. If the debt still can't be recovered we will initiate court action and another fee of £150 ex VAT will be applied and we will seek that all our legal fees are added to the outstanding balance.
6. At any stage of the process, we reserve the right to apply a Notice of Potential Liability to your title deed which incurs a fee of £250 ex VAT.
7. We reserve the right to reapportion debt to remaining homeowners jointly as per the stipulated shares. We will do so once we have exhausted the debt recovery process or when the debt reaches six months old (whichever is the earlier of the two). We will write to you should we need to reapportion debt within your development and you will still retain the right to recover the debt directly from the homeowner(s).
8. We will reapportion any debt we recover to the affected homeowners.

7.0 How to get in touch

Our normal business hours are Monday to Thursday 09:00 to 1700 and Friday 09:00 to 16:00.

Repairs, maintenance requests, general enquiries and complaints can all be logged online via our factoring software. You can log on through smartphones, tablets, laptops and desktop computers via our website <https://91bc.uk/>.

If you are having problems logging on or would prefer to speak to one of the team, you can call us on 0800 689 0675 during normal business hours.

In the event of an emergency, we recommend that you call us on 0800 689 0675 and one of the 91BC team will be available to help.

Please note, 91BC no longer offer direct email communication for customers and all electronic communication must go through the factoring software. Our target response time for all communication via our factoring software is one working day.

8.0 Complaints Procedure

The Company is committed to providing the best quality services and we constantly strive to improve those services. We aim to identify problems at source and to solve them quickly and efficiently.

You can file a complaint in one of the following ways:

1. Contact your property manager via the factoring software or by phone during normal business hours. This is the informal stage.
2. If your property manager is unable to resolve your complaint, you can raise a formal complaint via the factoring software messaging function or in writing to: 91BC Property Services, Garscadden House, Dalsetter Crescent, Glasgow, G15 8TG. We will acknowledge your complaint within one working day of receipt of your complaint and will respond within five working days. This is referred to as a Stage One complaint.
3. If we are still unable to resolve the complaint you can escalate your complaint via the factoring software messaging function or in writing to: 91BC Property Services, Garscadden House, Dalsetter Crescent, Glasgow, G15 8TG. We will acknowledge your complaint within one working day of receipt of your complaint and will respond within 20 working days. This is referred to as a Stage Two complaint.
4. If your complaint is complex or requires a detailed investigation, we may treat your complaint as a Stage Two from the start and will advise when we acknowledge your complaint.
5. If you are not satisfied with our Stage Two response, you can make an application to the First Tier Tribunal for Scotland in writing to; Housing and Property Chamber, First Tier Tribunal for Scotland, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT. Further information can be found at www.housingandpropertychamber.scot.

9.0 Termination of Services

We will accept termination of services via the factoring software messaging function or in writing to 91BC Property Services, Garscadden House, Dalsetter Crescent, Glasgow, G15 8TG as long as you do so in line with your Title Deeds or the Title Conditions (Scotland) Act 2003 or the Tenements (Scotland) Act 2003 and with a minimum 90 days' notice. We will require written evidence that the process has been carried out correctly and on receipt of this, we will formally accept the termination and will issue closing accounts. If a communal insurance policy has been effected the notice period will be established from insurer and the outstanding costs invoiced directly to the owners. We reserve the right to terminate services with a minimum of 90 days' notice.

Early termination of services – In the event of termination of services being served to The Company within the first 90 days of appointment, we reserve the right to charge an additional fee of £50.00 + VAT per owner for early termination of services.

On termination, any debt will be reapportioned across the development and any client monies held will be offset against monies due.

10.0 Declaration of Interest

The factoring software supplied by otagoTech Ltd shares some directorship and shareholding with 91BC Property Services Ltd.

11.0 Appendix – Table of fees

Fee	Description	Frequency	Amount (Ex VAT)
Management fee (flatted dwellings)	A fee which represents our overheads (administrative, staff and software costs) in running and managing the service that we provide to you.	Monthly	£16.30
Management fee (grounds only)	A fee which represents our overheads (administrative, staff and software costs) in running and managing the service that we provide to you.	Monthly	£8.15
Extraordinary Works fee	This fee is to cover the additional administration of major work. This includes, but is not limited to, grant funding applications, additional meetings, gathering funds and liaising with surveyors. This applies to all works over £2,000 ex VAT.	On the acceptance of the pre contract terms of major works.	10% of the estimated net cost of the overall scope of works. 50% of this fee is payable at the initiation stage of the project, the remainder reconciled on the final invoice on completion of the project. We reserve the right to amend the fee in accordance with the final cost. This cost will be apportioned as stipulated in your Title Deeds.
Float	A sum deposited with the Company to provide a cashflow to enable the Company to manage and maintain your development.	When development starts services and when the float is exhausted.	£150, or such other sum as stated in your Title Deed or directed by the homeowners in your development.
Paper invoice fee	A fee to cover the cost of printing and posting paper invoices. This fee will not be applicable if you receive your monthly invoices electronically.	Monthly	£3.00
In person out of hours meeting	If you require an out of hours in-person meeting with your property manager or any other member of the team, that is not an AGM or EGM, we reserve the right to charge a fee.	On acceptance of meeting.	£75 per meeting. This cost will be apportioned as stipulated in your Title Deeds.
Online out of hours meeting	If you require an out of hours online meeting with your property manager or any other member of the team, that is not an AGM or EGM, we reserve the right to charge a fee.	On acceptance of meeting.	£40 per meeting. This cost will be apportioned as stipulated in your Title Deeds.
Late payment fee	Any invoice that is not paid on time will attract a late payment fee.		£15

Debt referral fee	When we need to refer debt to an external agency.		£150
Letter before action	When referred to an external agency, any time they need to send or hand deliver a letter.		£50
Initiate court action	When the external debt agency has to refer the case to court.		£150
Notice of Potential Liability	When we need to place a Notice of Potential Liability on a title deed		£250
Inhouse roofing service	Hourly rates for our inhouse roofing team (two operatives). This doesn't include parts or materials.	On acceptance of 91BC's appointment to attend.	£270 for the first hour and £135 per hour thereafter. This cost will be apportioned as stipulated in your Title Deeds.
Inhouse handyman services	Hourly rates for our inhouse handyman team (two operatives). This doesn't include parts or materials.	On acceptance of 91BC's appointment to attend.	£60 for the first hour and £60 per hour thereafter. This cost will be apportioned as stipulated in your Title Deeds.
Inhouse roofing or handyman services – Missed appointment	Fee applied if an agreed appointment is missed and no attempt has been made to contact 91BC to rearrange.	If an agreed appointment is missed.	£60. This cost will be apportioned as stipulated in your Title Deeds.
Change of ownership	When you sell your home we are required to provide information and reapportionment invoices.	When you sell your property.	£150 (£200 if we have less than five days' notice).