



## Written Statement of Services

your clear  
guide to the terms  
and service delivery  
standards between  
the factor and the  
homeowner

doing it the  
right way





residential factors

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doing it  
the right way

Our Written Statement of Services has been produced to comply with the Property Factors (Scotland) Act 2011 as revised in August 2021.

It is the duty of registered Factors to provide each homeowner in 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 the factor and the homeowner. It is important to note that we cannot deal directly with tenants in let / rented properties.

It is also our duty to register as a Property Factor (PF000103) and to comply with the Code of Conduct.

This document should be read in conjunction with the accompanying "Development Schedule". The Development Schedules contain specific information about each individual development managed in our portfolio.

References to "we", "our" etc. throughout this document have the same meaning as "James Gibb".

For the added convenience of all our homeowners, we have developed a client portal called James Gibb+. You can find this on our website, [www.jamesgibb.co.uk](http://www.jamesgibb.co.uk), by clicking on the James Gibb+ logo. This gives all homeowners access to important development information, minutes of meetings, development news, insurance certificates, development debt as well as individual owner's invoices, statements etc. Access to the portal is made by entering your account number and JG+ Ref both available at the top section of your invoice.

The Portal is also available as an APP which can be downloaded free of charge from the usual Apple or Android stores onto your phone or tablet allowing constant "on the move" access.



If you cannot access the internet, all details are available in hard copy format on request.

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Authorised and regulated by the Financial Conduct Authority for insurance mediation purposes only.

James Gibb residential factors is a trading name of James Gibb Property Management Ltd, registered as a limited company in Scotland (No. SC 299465). VAT Reg No. 268 6033 43.

Registered office: Bellahouston Business Centre, 423 Paisley Road West, Glasgow, G51 1PZ.

Registered Factor No. PF000103

## 1.0 Introduction

- 1.1** This "Written Statement of Services" describes the service levels and arrangements that exist between James Gibb and homeowners / duty holders (hereafter quoted as homeowners) in its managed developments. (A duty holder is any person who has a repairing obligation, whether by way of contract or tenancy, in relation to a property).
- 1.2** We act, on your behalf, to organise and administer the maintenance and repair of the common areas of your development.
- 1.3** We are not solicitors, health and safety, energy, surveying or security experts. We will, however, appoint such experts, on your behalf, as required.
- 1.4** It is vitally important to understand that we do not own the properties we manage; therefore, as homeowners and duty holders, you have a responsibility to communicate with James Gibb, as your property management company, any items or concerns that you may have in relation to repairs required to, and maintenance of, your development.
- 1.5** The Statement has been produced in accordance with the requirements of the Property Factors (Scotland) Act 2011 and its associated Code of Conduct revised 16th August 2021.
- 2.3** Our authority to act includes, but may not be limited to, the management of core services such as:
- Routine maintenance contracts
  - On-going repair works
  - Emergency repairs
  - Utilities and utility bills (where applicable)
  - Block Insurance (where applicable).
- 2.4** For non-emergency repairs, the ultimate decision to authorise any work up to the value of our "delegated authority" as detailed in Section 02 of your Development Schedule, will be made by James Gibb, subject to availability of development funds. Any works that are likely to exceed this cost will require the approval of the Homeowners' Association (or the approval of homeowners in accordance with the Deed of Conditions and/or relevant legislation). The value stated may be given in the Deed of Conditions or by agreement with the Homeowners' Association.
- 2.5** If an emergency repair is required, James Gibb will authorise repairs, and advise the Homeowners' Association (or the affected homeowners) of the costs, when known. Please refer to section 4.3 for the definition of an emergency.
- 2.6** The decision to treat a repair as an emergency will be made by James Gibb based on the conditions and hazards present.

## 2.0 Authority to Act

- 2.1** James Gibb was appointed to manage the communal areas of your development. Our management is the result of either: appointment by a developer, by a decision of homeowners in accordance with the Deed of Conditions and/or relevant legislation, by custom and practice or by formal business acquisition.
- 2.2** The management appointment date is recorded in Section 01 of your Development Schedule.
- 2.7** James Gibb will only use approved and authorised contractors for any repair work and will always endeavour to obtain the best possible value for its customers. Quotation(s) will be arranged, where appropriate, by James Gibb.
- 2.8** Where James Gibb has 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.



### **3.0 Services Provided**

- 3.1** James Gibb provides an extensive range of services for the “communal” areas in each of its developments.
- 3.2** The core services provided cover the maintenance, management, repair and insurance, where applicable, as detailed in Section 03 of your Development Schedule.
- 3.3** Private areas are those that belong to the homeowners’ individual properties and are not included in our services. These include, but may not be limited to:
  - Individual contents insurance
  - All areas inside the home
  - Entry phone systems 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 communal supplies.
- 3.4** It is the homeowners’ responsibility to ensure privately owned areas are maintained in good order, particularly those which are visually accessible to the development.

### **4.0 Maintenance and 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 and located in your James Gibb+ client portal (in the development section).
- Cleaning services, where applicable, will be provided in accordance with the Cleaning Schedule referred to in Section 05 of your Development Schedule and located in your James Gibb+ client portal (in the development section).
- Roof inspections, gutter cleaning etc. will be provided, where applicable, on an “as required” or “as agreed” basis.
- Statutory inspections of lifts, emergency lighting, fire-fighting equipment etc. will be arranged, where applicable, by James Gibb in accordance with the individual requirements.

## **4.2 Routine Repairs**

- 4.2.1** Requests for routine repairs can be made using the following communication methods:
- By email to your regional office as detailed on page 2 of this document
  - Via our website, [www.jamesgibb.co.uk](http://www.jamesgibb.co.uk) at the "Request a Repair" option
  - By telephone to 0333 240 8325
  - By letter to your regional office as detailed on page 2 of this document
  - By advising your development manager during a routine inspection of your building.

## **4.3 Emergency Repairs**

- 4.3.1** Emergency repairs are those which require urgent attention as a result of the materialisation of an emergency situation, resulting in structural or material damage or potential personal injury.
- 4.3.2** Requests for emergency repairs should be made by calling 0333 240 8325.
- 4.3.3** If calling this number outwith office hours, your call will be transferred to our 24 hour, 365 days a year, control centre, Property Response 24, who will initially manage the call. The control centre has the support of an on call development manager should greater knowledge and experience be required.
- 4.3.4** Typically, an initial emergency call out for situations such as fire, flood or health and safety matters will be for "make safe" works only, until it is reviewed for potential insurance, or full repair works.
- 4.3.5** Please note that, if an emergency repair is identified as private, the invoice must be settled directly by the homeowner. Communal emergency repairs will be charged at the normal apportionments to all relevant homeowners.

## **4.4 Major Projects**

- 4.4.1** Major projects (also known as Proposed Works) are defined as significant works whose costs exceed our normal limit of delegated authority as defined in Section 2.4. Such projects include:
- Anything outwith the core services identified
  - Communal painting scheme
  - Re-roofing project
  - Full gutter replacement
  - New carpeting in communal areas
  - Garden re-design.
- 4.4.2** Major project discussions can result from:
- A requirement of your Deed of Conditions (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 recommendation by your development manager
  - A request from the Homeowners' Association or by a decision of homeowners in accordance with the Deed of Conditions and / or relevant legislation.
- 4.4.3** In some cases, due to the complexity of a particular project, we will stipulate (or homeowners may request), that an independent project manager is engaged. All costs incurred by the engagement of such a project manager will be charged back to the homeowners. In addition, we may apply a fee for our services. Any such fee will be notified to homeowners in advance.
- 4.4.4** Where relevant, a meeting will be held between James Gibb and / or a nominated Project Manager and the homeowners to establish the level of interest in a particular project. Given a sufficient level of interest, James Gibb will normally then have a project specification prepared and seek up to three quotes. The committee /

homeowners will then decide whether or not they wish to proceed. Without the appropriate majority approval and/or the percentage set out in your Deed of Conditions if stated or, if undefined, a simple majority, major projects cannot proceed unless significant and immediate health and safety issues prevail.

**4.4.5** Once a project has been approved, by the homeowners or as a requirement of the Deed of Conditions, and a contractor / quotation selected, sufficient funding must be in place prior to the commencement of the project. This ensures the ability to settle the contractor's invoice. (The costs involved in major works are such that the financial resources within the development fund would normally be insufficient to cover the costs under our normal invoice process). There are two ways in which funds can be generated:

**4.4.6** Ingathering of funds - James Gibb will calculate the individual project cost per homeowner and issue a proposed works invoice to each homeowner. Only when sufficient funds have been ingathered will the contractor be given the go-ahead to commence works. James Gibb will determine what percentage of funds will be required to start the process. This will depend on the overall cost of the works, the financial health of the development, problems with income recovery etc. It should be noted, it is possible that agreed works may not go ahead if insufficient funds are ingathered. In such cases, funds received will be returned to the homeowners. In some cases, we may be able to commence works and pursue any outstanding funds through our debt recovery process (Section 5.11).



- 4.4.7** Use of Sinking Fund (See Section 5.4) - Ingathering of funds may not be required if:
- there is a sinking fund in place for the development
  - there are sufficient funds available to cover the cost of the project. (A combination of sinking and ingathered funds may be preferred or required)
  - there is a decision of homeowners in accordance with the Deed of Conditions and/or relevant legislation that wish the sinking fund to be used for a particular project.

Where a sinking fund is used, individual invoices will not normally be generated.

**4.4.8** It's very important that your development is maintained to an acceptable level. Not only does this improve the daily visual benefits of a well maintained, clean environment, it also helps maintain / improve the value and saleability / rentability of your property. For these reasons, ongoing maintenance / improvements are essential.

**4.4.9** In some geographic areas, grants and subsidies may be available from local councils and heritage trusts. In such cases, James Gibb will liaise with the relevant organisations to ensure the homeowner benefits from whatever assistance may be available. In addition, we may apply a fee for our services. Any such fee will be notified to homeowners in advance.

## **4.5 Planned Preventative Maintenance**

- 4.5.1** If our agreement includes a programme of planned preventative / cyclical maintenance, arrangements for this, including timescales, scope of works etc will be drawn up between James Gibb and the Homeowners' Committee / Association.
- 4.5.2** If requested by homeowners, we can also agree to carry out a building audit which may include a fire safety audit for internal or external fabric.

## **4.6 Additional Fees**

- 4.6.1** James Gibb reserves the right to apply additional charges for significant additional workloads, outwith our core services, such as developer issues, major works, significant and on-going insurance claims, hard copy documentation and invoices etc. Any such charges will be notified prior to billing.

## **4.7 Response Times**

### **4.7.1 Routine Repairs**

James Gibb will endeavour to acknowledge a request for a routine repair within 2 working days of the request. Please refer to section 4.2.1 of this document for how to submit a request for a repair. If the repair cost is considered to be less than the limit of our delegated authority (Section 02 of your Development Schedule), James Gibb will arrange for the works to be instructed within seven working days of the request. If, for any reason, instruction cannot be made within this time period, the homeowner or Homeowners' Association will be notified.

If the repair cost is considered to be in excess of our limit of delegated authority, James Gibb will seek to provide quotations for the repair to the Homeowners' Committee / Association, for their consideration.

Timescales for the delivery of all quotations will be dictated by the complexity of the works required.

### **4.7.2 Emergency Repairs**

James Gibb will endeavour to ensure emergency repairs are performed within twenty four hours of notification, sooner if the situation demands a quicker response and if contractors are available. In some cases, it may only be possible to "make safe" a hazardous situation within this time scale depending on the nature of the emergency and insurance requirements.

### **4.7.3 Alterations / Enhancements**

Any alterations or enhancements to a development or block should have the approval of the Homeowners' Association (or the approval of homeowners in accordance with the Deed of Conditions and/or relevant legislation). This could include, but not be limited to:

- Tree removal
- Lighting sensors
- Service bell amendments
- "No Parking" signs etc.



#### **4.7.4 Major Projects**

Timescales will depend on a number of criteria including: homeowners' meetings to gain approval, production and approval of quotes and gathering of funds.

### **4.8 Property Inspections**

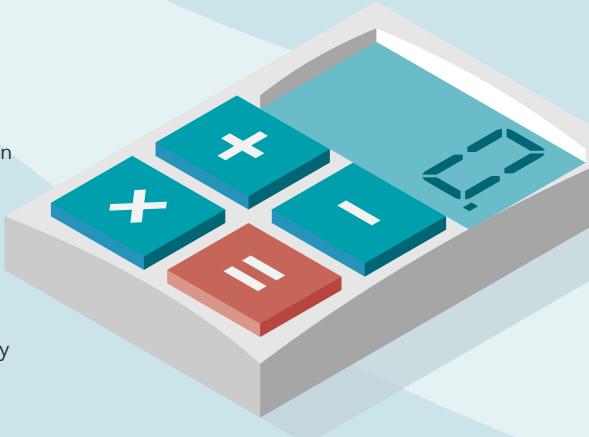
Routine property inspections will be made by the development manager, at a frequency detailed in Section 06 of your Development Schedule. Visits can be more frequent in the event of on-going problems, repairs, major projects etc.

### **4.9 Appointment / Instruction of Contractors**

**4.9.1** James Gibb has a list of preferred Contractors, many of whom have been working with us successfully for a number of years. The process to become a preferred Contractor is stringent and documentation has to be completed, as well as the provision of a Public Liability Insurance Certificate and Health and Safety Policy. These are our minimum requirements. James Gibb has no business interest or involvement with the Contractors appointed, with the exception of Property Response 24 Limited which has a familial affiliation with one of our Directors.

**4.9.2** Contracts may be regularly reviewed, where relevant, with the homeowners.

**4.9.3** James Gibb will work in conjunction with homeowners (etc.) to select the appropriate Contractor, where required. Where work is within our limit of delegated authority, or if no active Homeowners' Association exists, James Gibb will appoint a Contractor based on price, quality, experience etc. Service level agreements are put in place with contractors when routine contracts are awarded.



## **5.0 Financial and Charging Arrangements**

### **5.1 Management Fees**

**5.1.1** An annual factoring management fee, detailed in Section 07 of your Development Schedule, will apply to each homeowner in the development. This fee is correct at the date of publication of the Development Schedule and will be reviewed on an annual basis.

**5.1.2** The fee is determined, generally, by the scope of services provided and the size of the development and may change if the scope is altered (e.g. grounds only to full block management).

**5.1.3** The management fee will be reviewed annually and we will provide advance notice of any changes. The month in which any fee changes will be implemented is illustrated in Section 07 of your Development Schedule.

**5.1.4** Notification of any fee change will be posted to your James Gibb+ portal. Should you require a hard copy of this notification, please contact your regional office as detailed on page 2 of this document.

**5.1.5** The fee review process will take into account such factors as: inflation, on-going operational costs (for example

administration costs, insurances), cost of compliance etc., as well as any changes in scope (see 5.1.2).

- 5.1.6** Fees for newly acquired developments will remain unchanged for a period as agreed on award of the contract to James Gibb unless the scope of services significantly differs from that originally agreed. This excludes developments acquired by the purchase of another factoring business.

## 5.2 Apportionment of Costs

- 5.2.1** All costs, incurred in the on-going communal works and services provided by James Gibb in the maintenance of the development, will be shared, as appropriate, between homeowners. These include, where applicable:
- Routine maintenance (e.g. gardening and cleaning)
  - On-going repairs and maintenance costs
  - Utility bills
  - Block Insurance and Lift Insurance / Inspections
  - Project work
  - Caretaker / House Manager costs (where applicable)
  - Safety checks
  - Others as required.

- 5.2.2** The split (or apportionment) of costs is normally determined by the Deed of Conditions. If there is no provision in the Deed of Conditions for some costs, the Tenements (Scotland) Act 2004 or Title Conditions (Scotland) Act 2003 will apply, where relevant.

## 5.3 Floating Funds

- 5.3.1** On appointment of James Gibb to manage a development, a float payment, as detailed in Section 08 of your Development Schedule, may be required from homeowners. For those to whom

a float applies, payment is required within 14 calendar days of despatch of the Welcome Pack. Welcome packs will be sent to all new homeowners. This float is used as a fund to pay contractors' invoices and is required in developments where invoices are sent to homeowners in arrears.

- 5.3.2** Normally, in developments that are on "budgeted" payments i.e. payment in advance, floats are not required. For cashflow purposes, some budgeted developments are required to pay a float. Section 08 of your Development Schedule sets out your float amounts, where applicable.

- 5.3.3** The float amount (where relevant) quoted in the Development Schedule is correct at the date of publication of this Statement of Services and may be subject to change if costs increase significantly. Advance notification of a float increase, along with reasons for the increase, will be given to affected homeowners.

## 5.4 Sinking / Reserve / Contingency Funds

- 5.4.1** In order to financially plan for major projects, such as painting schemes, a sinking or reserve fund can be arranged for the development by James Gibb. Such funds are held in individual, ring fenced, trust accounts arranged by James Gibb in the name of the development.

- 5.4.2** Sinking fund contributions are agreed with the Homeowners' Association (or by decision of homeowners in accordance with the Deed of Conditions and/or relevant legislation) and are charged to the homeowner in their normal service charge invoice.

- 5.4.3** Sinking fund Bank Accounts are separate from the Company's operating account and are securely protected against the financial failure of the business.

- 5.4.4** Interest accrued in sinking fund accounts is retained directly in the account. Any bank charges applied will be deducted from the account balance.
- 5.4.5** A statement of the funds held in the development's sinking fund account can be exhibited at the Annual General Meeting or on request by the Homeowners' Association.
- 5.4.6** If a homeowner sells the property, the amount paid into the sinking fund is not returned. It should, however, be detailed as an asset in the sale of the property.
- 5.4.7** Details of the agreed sinking funds applicable to your development are referred to in Section 09 of your Development Schedule which is available in your James Gibb+ client portal.
- 5.4.8** The use / spending of sinking funds is controlled by the Homeowners' Association (or by decision of homeowners in accordance with the Deed of Conditions and/or relevant legislation). James Gibb may recommend the use of sinking funds for a particular project but cannot enforce such an action.
- 5.4.9** Sinking funds can only be used for the common good of all those who have contributed. For example, funds cannot be used to re-carpet the stairs in block 2 if the sinking fund is development wide and there are no plans to similarly re-carpet all other blocks.
- 5.4.10** Multiple and separate sinking funds can be established within a development e.g. overall development fund, block fund, lift fund etc. All homeowners must contribute to the sinking fund, where applicable.

## 5.5 Invoicing

- 5.5.1** The type, frequency and timing of your invoices are detailed in Section 10 of your Development Schedule. This will illustrate, for example, whether your invoices are charged in arrears or advance and the frequency of issue.
- 5.5.2** Invoices will be sent to the homeowner either by standard postage, where a charge of £1.50 + vat will be applied to each service charge invoice to non-retirement developments, or free of charge by secure email depending on individual preferences. Our preferred method of delivery is secure email. Please logon to your JG+ account to update your preferences or email your regional office if you wish to receive email invoices.
- 5.5.3** Invoices will contain the following information:
- Date charge incurred
  - Item description
  - Total Amount
  - Homeowner's share of cost (percentage or fraction)
  - Homeowner's charge)
  - VAT (where applicable)
  - Individual Total.

		RECEIPT NO. _____			
		CHQ NO. _____	DTA NO. _____	DEB NO. _____	SAR. NO. _____
		NAME _____	ADDRESS _____	TELEPHONE NO. _____	FAX NO. _____
		INVOICE			
CHARGE FOR PERIOD		FROM	TO		
PROPERTY		DEVELOPMENT			
AMT	DESCRIPTION	FALL DUE(YR) (S)		YOUR SHARE	YOUR TOTAL (S)
This is an electronic invoice					
doing it the right way					
If you would like to pay online or keep up to date with development news etc, visit the James Gibb+ portal at <a href="http://www.jamesgibbplus.com">www.jamesgibbplus.com</a> . Or download the "James Gibb Plus" app for free and receive live info for the "next" 4 weeks of your property or block.					
To make a payment, call our automated payment line on 0333 885 5391 Other ways to pay are detailed in the reverse of this attachment to this invoice. Once received we will issue you with a copy of our receipt.					
<b>RECEIVED DATE</b> <b>RECEIVED BY</b> <b>RECORDED DATE</b> <b>RECORDED BY</b>					

Address: James Gibb Residential Factors Ltd, 100 Northgate Street, Liverpool L1 1PR • 0151 205 0000 • [customerservice@jamesgibb.co.uk](mailto:customerservice@jamesgibb.co.uk) • [www.jamesgibb.co.uk](http://www.jamesgibb.co.uk)  
 Registered Office: James Gibb Residential Factors Ltd, 100 Northgate Street, Liverpool L1 1PR, registered office number 0333 885 5391  
 Authorised by: James Gibb Residential Factors Ltd, 100 Northgate Street, Liverpool L1 1PR, registered office number 0333 885 5391

- 5.5.4** The invoice also displays a statement of account and shows previous balance, payments received and an account balance.

## 5.6 Selling your Home

- 5.6.1** When a homeowner sells a property in a factored development, James Gibb's Property Sales Team liaises with the seller's solicitor to answer any relevant questions such as any outstanding debt, presence of sinking funds, pending projects etc. When known, the seller's solicitor must confirm the sale date to James Gibb, who then must ensure that all costs are apportioned to the correct homeowner at the correct date. For example, for a sale date of 1st July, the departing owner is liable for all costs up to that date including: cleaning, gardening, utility bills etc. As some invoices may not be generated until well after the sale date (for example quarterly utility bills) the final invoice, including repayment of float (where applicable), is produced some time after the date of sale, to ensure all outstanding costs are correctly split. James Gibb requires a minimum of 14 days' notice of sale from the seller's solicitor. Please note it is the seller's responsibility to ensure their solicitor is advised of these requirements.

- 5.6.2** An administrative charge is made to the departing homeowner to cover the significant internal administration requirements involved in the sales process. This charge will appear on the invoice following the sale.

- 5.6.3** Charges vary depending on the type of property being sold. Variances are due to the relative complexity of each sale type and are as follows:
- Insured Property - £65.00 plus VAT
  - Non-Insured Property - £40.00 plus VAT
  - Retirement Home - £100.00 plus VAT
- We reserve the right to charge a higher amount if:

- the sales process is protracted or involves significant additional work. (Cost dependent on volume of additional resource required).
- less than 14 days' notification of sale is provided by your solicitor (A Late Notification Penalty of £35 will be applied).

- 5.6.4** If you are selling your property, please download our "Selling your Home" guide, from the "Documents" tab on our website for our complete information pack or email [propertysales@jamesgibb.co.uk](mailto:propertysales@jamesgibb.co.uk) for further information. If you do not have internet access, please contact our Property Sales Team at our Head Office address / phone number for a copy.

- 5.6.5** After selling your property, you will receive a final invoice, the timing of which is dictated by such factors as your sale date and the method / frequency of your invoices. Section 11 of your Development Schedule illustrates the expected timing of your final invoice.

- 5.6.6** Final invoices will include a credit for any float amounts paid.

- 5.6.7** We would highlight that any contractor invoices received after the final service charge invoice has been issued, for services incurred during your ownership, will be due and payable and will be invoiced accordingly to homeowners.

## 5.7 Buying your Home

- 5.7.1** When purchasing a property, the appointed solicitor should make the purchaser aware that there is a Property Management Company in place and confirm what the homeowner's responsibilities and liabilities are. This information is detailed in the Deed of Conditions and it would be helpful for you to obtain a copy from your solicitor.

## **5.8 Payment of Invoices**

- 5.8.1** Payments are due within fourteen days of despatch of the invoice.
- 5.8.2** As your managing agents, it is our duty to ensure that payments are made on time to ensure sufficient funds exist in your development account.
- 5.8.3** The reverse of the hard copy invoice details our terms of conditions. If your invoices are emailed you will find a link to our terms and conditions in the body of the email.
- 5.8.4** Invoices can be paid by any of the following methods:
- On-line using the James Gibb+ Portal at [www.jamesgibb.co.uk](http://www.jamesgibb.co.uk) or download the JG+ App
  - Electronic bank transfer – See invoice for details
  - Standing Order
  - Direct Debit
  - By telephone (debit or credit card) using our secure, automated payment line 03300 885591
  - Cheque
- 5.8.5** If paying by direct debit or standing order, James Gibb will advise the payment amount required based on recent average costs. As on-going costs do fluctuate, homeowners must check their invoice and pay any outstanding balance on their account. On an annual basis, James Gibb will review individual direct debit amounts and adjust payment amounts as per your agreed payment terms. Notification will be provided in line with the Direct Debit Guarantee Scheme. If you wish to set up or amend a direct debit, please email us at [directdebit@jamesgibb.co.uk](mailto:directdebit@jamesgibb.co.uk).
- 5.8.6** Any disputed items on an invoice should be raised with James Gibb within seven days of despatch of the invoice. Undisputed items on the invoice must still be paid within

fourteen days of despatch of invoice. Please contact your regional office to discuss any disputed items.

## **5.9 Non Payment of Invoices**

- 5.9.1** All outstanding invoice amounts should be paid within the terms defined on the invoice. A late payment penalty of £30.00 per invoice will apply to accounts that remain unpaid after the due date. Should a late payment penalty apply, you will be notified in advance. If a debt remains unpaid after application of the late payment penalty and reminders, we will pass the account to our external legal services to pursue the debt.
- 5.9.2** A charge of £140 plus VAT will be made to the development where it is necessary to register a Notice of Potential Liability. The same charge will apply to discharge the Notice, payable by the affected homeowner.

## **5.10 Client Bank Account**

- 5.10.1** James Gibb has specific "Client Bank Accounts" into which all floats and homeowners' payments are made and from which all contractors' invoices etc. are paid. These accounts are separate from the Company's operating account and are securely protected against the financial failure of the business.
- 5.10.2** James Gibb will calculate and charge the net amount of client account costs by subtracting the interest gained from the charges made.

## **5.11 Income Recovery**

- 5.11.1** An income recovery process and related procedure are stringently applied to ensure that all means possible are employed to recover debt from late and defaulting payers. The procedure, in turn, includes letters from James Gibb, then notification from an external debt management agent and, ultimately, legal action.

**5.11.2** Any legal costs incurred in the recovery of debt will, ultimately, be distributed amongst all homeowners in the relevant development. If / when costs are re-couped from the debtor, these will be repaid to all homeowners.

**5.11.3** If all available means to recover the debt have been exhausted without success, the outstanding amount may be distributed, as a cost, between the remaining homeowners in the development. This is in line with the majority of Deeds of Condition. As above, if / when costs are re-couped from the debtor, these will be repaid to all homeowners.

**5.11.4** If a title search is required this will be charged at £10 plus VAT to the development.

**5.11.5** A copy of James Gibb's "Income Recovery Guide" is available on our website under the "documents and guides" tab. A hard copy can be requested by contacting your local office.

**5.11.6** Details of the development debt position can be provided at each AGM. Details provided will include the number of debtors along with the size and status of each debt (e.g. debt recovery, legal action etc). Current information on debt levels and the stages of any individual debts are available on the James Gibb + client portal for your development (this service is not yet available on the JG+ app). If you are unable to access your online portal, information on the debt position of your development can be requested from our Income Recovery Team at [incomerecovery@jamesgibb.co.uk](mailto:incomerecovery@jamesgibb.co.uk).

**5.11.7** It is important that each development is "in funds" in order to allow continuous delivery of services. If significant debt is accrued and the development funds have a resultant

debit balance, contractors' services may have to be suspended until the financial position is rectified. The level of float may also be revisited.

## 5.12 Contractors' Invoices and Payments

**5.12.1** James Gibb aims to settle all contractors' invoices timeously through our fortnightly payment run (assuming there are no disputes).

**5.12.2** No mark up, commission, or any other form of remuneration is taken by James Gibb in its dealings with contractors. The price the homeowner pays is the price charged by the contractor.

# 6.0 Communication Arrangements

## 6.1 General Communications

**6.1.1** Good communications between the factor and homeowner are the key to a successful relationship. For general enquiries, email is the best form of communication. Most emails should be sent to your regional office. These should include all operational matters, invoice queries, contractor queries, etc. It is preferable that communications regarding a particular issue are channelled through a block representative or Homeowners' Committee member to avoid multiplication of information.

For non-operational matters, we have created a number of email options to ensure that your communication goes straight to the right department:

For income recovery/debt related matters - [incomerecovery@jamesgibb.co.uk](mailto:incomerecovery@jamesgibb.co.uk)

For property sales instructions and queries, it's [propertysales@jamesgibb.co.uk](mailto:propertysales@jamesgibb.co.uk)

New business enquiries should be sent to [businessdevelopment@jamesgibb.co.uk](mailto:businessdevelopment@jamesgibb.co.uk) and, if you wish to set up, or modify, a Direct Debit, you should email [directdebit@jamesgibb.co.uk](mailto:directdebit@jamesgibb.co.uk).

Should email not be suitable or available, homeowners can

communicate with their regional office by letter or phone; contact details are available on page 2 of this document.

For general written requests (outwith repair requests), James Gibb staff endeavour to acknowledge receipt of a communication as follows:

**Emails** within 5 working days

**Letters** within 10 working days

**Enquires** made by telephone will be returned / acknowledged within 5 working days

Timescales for resolution of queries, relevant to the prevailing issues, will be advised to the homeowner, where possible, on acknowledgement.

**6.1.2** Our office hours are Monday to Friday 9am to 5pm. Emergency calls outwith our normal office hours will be dealt with by our out of hours contact centre, contactable on the telephone number detailed on Page 2.

**6.1.3** Your James Gibb+ client portal, available through our website, provides easy access to current information relating to the maintenance and management of your development. The portal also allows you to review your invoices as well as development debt and pay / control your account on-line and in real time. The same information (except debt information) is available on our James Gibb+ app which you can download to your phone or tablet for 24 hour "on the move" access.

**6.1.4** James Gibb are required to comply with current data protection legislation when handling homeowner's personal data, and to ensure that this information is held and used safely and appropriately.

## 7.0 Complaints

**7.1** In most cases, a quick call to your regional office will usually be all that's required to resolve any issues. If, after this, your issue remains unresolved, James Gibb operates a complaints handling procedure.

**7.2** Should a homeowner wish to make a complaint, our "Customer Complaints Guide" is available on our website at [www.jamesgibb.co.uk](http://www.jamesgibb.co.uk) or hard copy can be obtained by calling your regional office.

**7.3** Our complaints process has two stages as identified below.

### 7.4 Stage 1

Your complaint will be logged and acknowledged within 10 working days of receipt. It will then be fully investigated by a complaint handler. During the investigation, you may be contacted by the complaint handler for clarification or to discuss certain aspects of your complaint. All investigations will be fair, unbiased and professionally conducted.

The investigation process should be completed within 25 working days from the date of the complaint acknowledgement. If, for any reason, it is likely to take longer than this, you will be notified in writing. Once our internal investigation is complete, you will receive a response from the investigating complaint handler. This will detail our findings and planned actions to address the issues raised. As our complaint process is thorough, fair and the findings are signed off by a senior manager, we would hope that this would conclude our investigation and the complaint will be closed within 10 working days of writing to you. If you are dis-satisfied with our Stage 1 response, please move to Stage 2 of our complaints process.

### 7.5 Stage 2

On receipt of your Stage 2 complaint, we will send an acknowledgement to you within 10 working days. Your Stage 2 complaint will be allocated to a senior manager who will re-open the investigation and review the documentation relating to your complaint.



On completion of our Stage 2 investigation, you will receive a final response from the senior manager which will detail their findings. You should receive this within 25 working days from the date of the acknowledgement letter. If, for any reason, it is likely to take longer than this, you will be notified in writing. At this point, our complaint process will have been exhausted.

- 7.6** If the homeowner remains dis-satisfied after the Stage 2 response, the Property Factors (Scotland) Act 2011 allows homeowners to make an application to the Scottish Government's First-tier Tribunal for Scotland (Housing and Property Chamber) for a determination of whether their factor has failed to carry out their factoring duties, and/or failed to comply with the Code of Conduct.
- 7.7** To take a complaint to the First-tier Tribunal for Scotland (Housing and Property Chamber), homeowners must first notify their property factor in writing of the reasons why they consider that the factor has failed to carry out their duties or failed to comply with the Code of Conduct. The homeowner must have exhausted the property factor's complaints procedure or the property factor must have refused to resolve the homeowner's concerns, or have unreasonably delayed attempting to resolve them.
- 7.8** Contact details for First-tier tribunal can be found in the Customer Complaints Guide.
- 7.9** Any complaints received regarding contractors will be passed to the contractor to allow them to respond. We require homeowners making a complaint to provide us with evidence e.g. photographs, to allow us to demonstrate to contractors any shortfall in the service level agreed. The contractor will be afforded the opportunity to correct the problem. However, if this is not achieved, James Gibb may instruct an alternative contractor to resolve the issue and deduct the cost incurred or refuse to pay the original contractor's invoice.

**7.10** In dealing with complaints, James Gibb staff will, at all times, display a polite and professional approach with the homeowner. Similarly, homeowners who have a complaint must also display professional conduct at all times. Verbal (or other forms of) abuse of staff will not be tolerated.

**7.11** Our privacy notice is available on our website or by request to your regional office.

**7.12** James Gibb is registered with the Information Commissioner's Office. Reference Number - Z4602332.

## 8.0 Block Insurance / Public Liability Insurance / Lift Insurance & Inspection

- 8.1** Block insurance can be offered to all developments by James Gibb. Details of the insurances and claims handling procedures are available on our website or by request from your regional office.
- 8.2** A copy of the insurance certificate is available for inspection either via the client portal (available via our website - [www.jamesgibb.co.uk](http://www.jamesgibb.co.uk)) or by request to your regional office. The certificate contains details of the insurer, the premium, the declared value, the sum insured and the excesses that apply.
- 8.3** A copy of the full policy document is available, via our website at [www.jamesgibb.co.uk](http://www.jamesgibb.co.uk) under "Documents & Guides". It may also be viewed at any James Gibb office.
- 8.4** It is normal for factoring businesses and their brokers to take a commission on insurance products. Significant time is required and dedicated within James Gibb to ensure that ongoing support is provided, and to engage with our brokers and insurers on claims analysis, statistical evaluations and risk analysis. By doing so, we aim to continually mitigate insurance losses, thereby reducing policy losses and allowing us the opportunity to negotiate more favourable terms at renewal.

- 8.5** Commissions for the provision and management of insurance products are detailed in Section 12 of your Development Schedule. James Gibb does not take any further commission on top of this. Each year, the share of the total commission is negotiated between James Gibb and the broker. This, of course, has no effect on the premium.
- 8.6** No other commissions or mark ups are received on insurance products.
- 8.7** James Gibb insurance renewal process is available on your client portal.
- 8.8** It is very important that the declared value of a block or development is accurate on all our insurance policies. If a value is under-declared, the insurers would be unable to fully fund a rebuild in the event of significant loss. If a value is over-declared, the owners will be unnecessarily over paying on their insurance. Neither situation is, clearly, favourable. In order to ensure that each insurance policy is set at the correct amount of cover, James Gibb will arrange a re-evaluation survey to be carried out every five years, unless significant swings in market conditions / raw material prices etc., necessitate a more speedy review. In the intervening years, index linked increases will apply to declared values in line with our broker's recommendations.
- 8.9** The frequency of re-valuations can be increased by James Gibb as instructed by the Homeowners' Association (or by a decision of homeowners in accordance with the Deed of Conditions and/or any relevant legislation).
- 8.10** Ordinarily, VAT will be added to any insurance revaluation on the recommendation and advice of the insurers and brokers.
- 8.11** The insurance premium payment schedule is detailed in Section 13 of your Development Schedule..
- 8.12** In those developments whose insurance is managed by James Gibb, we will arrange to implement a communal buildings insurance policy / Property Owners' Liability Insurance which will be charged to each property



owner within the development. The split (or apportionment) of this cost is normally determined by the Deed of Conditions or agreed custom & practice. If there is no provision in the Deed of Conditions for this cost, the Tenements (Scotland) Act 2004 or Title Conditions (Scotland) Act 2003 will apply, where relevant or by agreement at a convened and constituted meeting of property owners.

- 8.13** Any associated costs with the insurance such as excess costs will be charged in accordance with the details illustrated in Section 14 of your Development Schedule. Excess payments for claims resulting from negligence may be recovered from the responsible party by the insurer.
- 8.14** Handling of insurance claims will be managed as described in Section 14 of your Development Schedule.
- 8.15** James Gibb is authorised and regulated by the Financial Conduct Authority (Firm Ref 588203) for insurance mediation activities only.
- 9.0 Declaration of Interest**
- 9.1** Where James Gibb is involved in a relationship, or agreement, that is material or conflicts with any work undertaken for the homeowner, fair treatment will be ensured at all times.
- 9.2** Our out of hours contact centre, Property Response 24, has a familial affiliation with one of our Directors.
- 9.3** A declaration of any financial or other interests which James Gibb has in the common parts of your development is detailed in Section 16 of your Development Schedule.

## **10.0 Regulatory Status and Associations**

- 10.1** James Gibb is authorised and regulated by the Financial Conduct Authority (Firm Number 588203) to conduct non-investment insurance business.
- 10.2** James Gibb is also registered with The Property Ombudsman, residential leasehold management (Registration Number D7066).
- 10.3** James Gibb operates as a formally registered Factor, registration number PF000103.
- 10.4** In addition, James Gibb is a registered member of the Property Managers' Association Scotland (PMAS).
- 10.5** James Gibb has Professional Indemnity Insurance in place to a value of £2M

## **11.0 Termination of Agreement**

- 11.1** In accordance with the requirements of the Deed of Conditions for your development, the agreement with James Gibb can be terminated, in writing, to the Regional Director. Homeowners and duty holders should evidence that the agreement has been properly mandated with the sufficient amount of homeowners in agreement of the change. This evidence should be supplied by email or hard copy. The termination notice period is given in Section 15 of your Development Schedule. James Gibb also reserve the right to terminate management services.
- 11.2** If termination occurs outwith the requirements of the Deed of Conditions, financial penalties may apply.
- 11.3** The final invoice will be produced in line with the development billing frequency which is detailed in Section 10 of the Development Schedule. Details of when the final invoice will be produced is available in Section 11 of the Development Schedule.

Any float or credit balance due will be included as a credit assuming that all individual debts have been cleared, unless specified in the Deed of Conditions.

- 11.4** Any outstanding development debt will be distributed, as a cost, between all homeowners in the development. This cost will appear on the final invoice. Any monies held in sinking funds will be used to offset development debt where required.
- 11.5** Cancellation of longer term contracts / premiums may incur charges.
- 11.6** Where termination has been notified, James Gibb will co-operate with the incoming property factor to assist with a smooth transition process, including the transfer of owner and any other relevant development information (subject to data protection legislation).
- 11.7** All contractors will be advised that invoices need to be received without delay however, we would highlight that any invoices received after the final service charge invoice has been issued, for services incurred during our management, will be due and payable and will be invoiced accordingly to homeowners. If an invoice is not received or concluded due to a dispute or other, this may cause the termination process to go beyond the required 3 month period after termination for conclusion of the account. Alternatively we may issue the account and note that owners can expect a further account on conclusion of the matter.

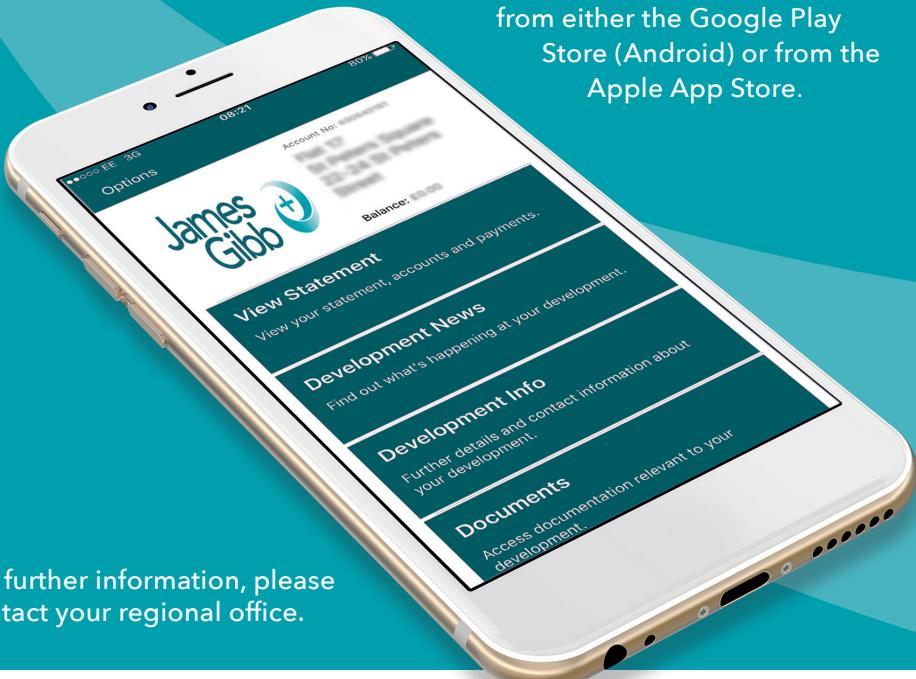
## **12.0 Version History**

- 12.1** First release - January 2013.
- 12.2** Issue 12 - Full review in line with amendments to the Property Factors (Scotland) Act 2011: Code of Conduct for Property Factors.
- 12.3** Issue 13 - Full review.
- 12.4** Issue 14 - Addition of paper copy charge.

James  
Gibb  
residential factors



The James Gibb+ mobile phone app can be downloaded absolutely free from either the Google Play Store (Android) or from the Apple App Store.



For further information, please contact your regional office.

## Head Office

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Registered property factor no: PF000103



doing it  
the right way

**James  
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