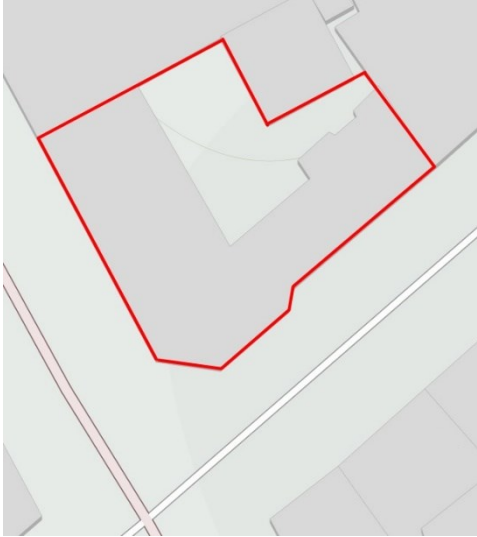


22-26 Maintenance Street, EH99 9EH
& 15 Hill Road EH99 8DG
EBM ref: 0000B

Written Statement of Service



Email: info@edinburghblockmanagement.com
Phone: 0131 510 9000
Office: 25 Nicolson Square, EH8 9BX

Schedule of Core Services “Example”
Supplied for your property/block/development

(The services stated below are examples and not indicative of all blocks)

Building Particulars

Traditional Tenement & Commercials
Architectural/Historical: Conservation Area/ Listed Cat. A/ Edinburgh
World Heritage Site Boundary

Roof Maintenance

- Roof condition report/photo record
- Gutter & downpipe clean/clear (bi-annual)
- Up to 20 slate/flat roof equivalent repair/replace

Regular Stair Clean

2 Weekly clean

Stair Lighting

Maintenance & year- round light tube replacement, including circuit
safety & timer check

Gardening Services

Regular grass cutting throughout the growing season

Block Insurance

Total rebuild cover for all properties, including property owner liability
and rental loss insurance

Float/Maintenance Fund

Agreed quarterly contributions towards future maintenance

Communal Electricity

As Invoiced

Management of Maintenance - at Block, Stair & Ancillary [Common parts](#).

Property inspections and first point of contact for any communal
matters. All project management of maintenance, administration &
accounting etc.

Delegated Authority Allowance - £100/property/flat

Start Date of Factoring Service – 1st May 2025

Anniversary Date of Factoring Service – 1st May 2026

Apportionment of Charges

at 22-26 Maintenance Street, EH99 9EH & 15 Hill Road EH99 8DG

“Example”

Share liability between owners of a block/development which may include Main Door, Commercial and property attached from another street (share is equal unless deeds indicate otherwise or as per Tenement Management Scheme)

Under the Tenement Management Scheme, all owners share equally in the costs of maintenance and repair, inspections, installing door entry systems and running costs such as management fees or for lift maintenance. However, there are two exceptions:

- I. where the work involves maintenance of a part that does not serve the whole tenement. In this case only the responsible owners are liable for the costs, and they pay equal shares of these costs and,
- II. where the floor area of the largest flat is more than one-and-a-half times that of the smallest flat. In this case, liability for repair costs (but not inspections and running costs) for scheme property is in proportion to the floor area of each flat.

Factored Property Address	Block Area Maintenance	Stair Area Maintenance	Insurance(s)	Delegated Authority Allowance
22	1/11	n/a	1/11	£100
24.1	1/11	1/8	1/11	£100
24.2	1/11	1/8	1/11	£100
24.3	1/11	1/8	1/11	£100
24.4	1/11	1/8	1/11	£100
24.5	1/11	1/8	1/11	£100
24.6	1/11	1/8	1/11	£100
24.7	1/11	1/8	1/11	£100
24.8	1/11	1/8	1/11	£100
26	1/11	n/a	1/11	£100
15	1/11	n/a	1/11	£100

PLEASE NOTE:

Liabilities may alter due to stair/building involvements/liabilities

The following pages of the Written Statement of Service (WSS) are kept up to date on Edinburgh Block Management website at the [T&Cs page](#).

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About EBM

Edinburgh Block Management (EBM) has been established as a simple cost- effective service to assist property owners and encourage good maintenance practice. Providing long term benefit, wellbeing, comfort & safety for owners and those who live in the stair, allowing residents to enjoy their home.

Edinburgh Block Management provides the traditional factoring style services to owners and residents in Edinburgh but without the constant management billing and surprise invoices associated with traditional factoring providers.

Tenements Block Maintenance provides at least 3 basic building maintenance core services at a fixed, one-off cost for 12 months.

Developments will be invoiced quarterly for regular core service items, e.g. communal electricity, ground maintenance, insurance as well as required extra maintenance items e.g. drainage, lift maintenance, painting, regular inspections & certification. Normally our EBM development quarterly fee will be charged, unless additional communal task activity is higher than our [matrix](#) charges. In this situation, the higher charge shall be relevant.

No commitment to signing into any longer term. Any other communal issues that arise throughout the term of service provision, e.g. door entry, painting, drainage etc. would be forwarded to contractors for quotations/estimates where appropriate, and owners would decide which contractor to take forward or make another decision.

We all realise just how difficult and slow it is to resolve a communal repair issue within a block. There is the difficulty of communicating with all the owners, organising various quotations from multiple contractors, and trying to establish an agreed solution. Time and effort to identify shared areas and who is liable, is sometimes a daunting prospect for most owners.

When a percentage of owners don't agree or don't want to pay, having someone helping progress maintenance is sometimes essential.

The cost of maintenance, the well-being, comfort and safety of residents, will be of utmost importance to Edinburgh Block Management at all times.

Written Statement of Services

The Written Statement (WSS) is a statement of services that set out the terms and delivery standards of the business arrangement in place between Edinburgh Block Management and the property owner in a simple and transparent way. [Please refer to the latest version of WSS available on EBM website T&Cs page.](#)

Company Reg. No. SC553489 | Factor Reg. No. PF000725 | VAT Reg. No. 360 4681 03
Email: info@edinburghblockmanagement.com
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Communal Repairs- Sorted!

Owners' attention is drawn to [The Tenement \(Scotland\) Act 2004](#) which sets out the rights, liabilities and obligations of all people living in flats and tenements in Scotland. The Act gives people in flats the power to maintain their properties without being vetoed by neighbours. This helps end the stalemate between neighbours regarding repairs. The new legislation replaces older common law with updated rules, allowing repairs to go ahead with the [consent of the majority](#) rather than a unanimous vote.

As a property owner you are legally responsible for any accidents caused by defects in your building. If you own a property within a tenement or development, you and the other owners are jointly responsible for shared repairs and maintenance.

The council hopes to raise awareness of owners' responsibilities regarding, leaking roofs, blocked guttering, a chimney, or stonework in need of repair. Also stair lighting, door entry, drainage and other communal issues that are individual owner's legal obligations to maintain and contribute towards. The City of Edinburgh Council launched a campaign [Shared Repairs](#) (Oct 2017) to encourage flat owners to work together to keep their properties in good repair. The Act clarifies that every tenement may have a management scheme, and hence a mechanism for ensuring that repairs are carried out, and that decisions are reached on other matters of mutual interest and concern. This shall facilitate repair-work, and will lead to many outstanding necessary repairs being carried out.

Please note, there is pending legislation being considered by a Scottish Government cross-party parliamentary working group to make some communal maintenance mandatory, potentially roof inspections, building surveys and maintenance. We consider our alternative to traditional factoring, a simpler, more cost-effective block maintenance for owners.

Factoring – What Does the Law Say?

[Property Factors \(Scotland\) Act 2011](#)

The Property Factors (Scotland) Act 2011 was passed as law by the Scottish Parliament in March 2011 and it came into force on 1 October 2012.

The law was developed to regulate property factors and provide a more transparent relationship between them and the homeowners. It aims to protect homeowners by providing minimum standards for property factors. It applies to all residential property and land managers whether they are private sector businesses, local authorities, or housing associations.

The Act has three main elements:

1. A compulsory register of all property factors operating in Scotland.
2. A code of conduct that sets out minimum standards of practice with which all registered property factors must comply.
3. A route for redress: First-tier Tribunal for Scotland Housing and Property Chamber. Homeowners will be able to apply to the chamber if they believe that their factor has failed to comply with the code of conduct or otherwise failed to carry out their factoring duties. This course of action can be taken after a factor refuses to resolve an issue or after the factor has caused unreasonable delay attempting to resolve a complaint.

Authority to Act

The authority to act is the basis on which Edinburgh Block Management (EBM), after an [owners majority decision](#), are acting on behalf of all the owners at the block/development. We are appointed to take on this role either through the provisions in your title deeds, those of the Tenements (Scotland) Act 2004, the Title Conditions Act 2003, or by virtue of custom and practice. *You and neighbours can request EBM to collate opinion for your block/development by completing the owners mandate form.* [LINK HERE](#).

As property factor for your block/development, EBM shall manage and maintain the common parts of land and/or property defined as the block, as per property deeds available. For example the roof, stairways, hallways, lifts, common gardens and amenity areas etc.

Property Factors are Property Managers and can do a combination of the following jobs:

- hiring, supervising, and paying day-to-day maintenance employees, such as a caretaker, cleaner or gardener.
- organising owners' meetings so you can make decisions about the running and maintenance of the building.
- inspecting the building at intervals and arranging to get any necessary maintenance work carried out, including hiring contractors, including obtaining quotes, overseeing their work, and reporting activity to owners.
- major repairs and emergency work shall be carried out as necessary and authorised.
- communicate with all know owners and responsible persons as required.
- dealing with any complaints owners have about maintenance, repair work or services provided.
- taking charge of a joint maintenance bank account, collecting payments, and pursuing non-payers.
- organising insurances for the building or individuals.

EBM factoring services shall continue a rolling yearly basis where no confirmed end date is stipulated or implied.

EBM shall not become involved with individual internal property matters, owner disputes, utility failures or emergency services access to properties.

Delegated Authority

As the delegated authority with the owners within your block/development we would instruct and carry out maintenance to the common parts.

This will only be done if the anticipated cost to each owner of any one item does not exceed e.g. £100 (or other agreed sum). When the anticipated cost of any works exceeds the agreed delegated authority amount, maintenance shall be instructed only when it has been approved by a simple majority of liable parties, or in accordance with the provisions of your Title Deeds. Sometimes we may need to instruct works that cost more than the agreed sum without taking a vote. We would do this, if work required is urgent/emergency or is necessary under health and safety grounds.

Is Edinburgh Block Management (EBM) my Factor?

Yes, if your block/development is factored and you have received this document with your specific property scope of core services.

This is because you live in a tenement/block/development where:

a majority of owners voted for the block/development to be factored within the terms of the Tenement (Scotland) Act 2004, appointed after a legally binding [majority decision of owners/representatives](#).

or

all of the title deeds of the sold flats in your block have a full factors clause and make provisions for an elected company to act as a Factor and charge a factoring fee.

Edinburgh Block Management is registered as a Factor with the [Scottish Property Factors Register](#).

Title Deeds

All owners have a set of documents known as Title Deeds. These documents inform of owners' rights and place a legal responsibility on every owner within a block regarding responsibilities for the common property. Edinburgh Block Management will act in accordance with what is stated in your Title Deeds (where available) when arranging and carrying out necessary common repairs as required.

To ensure your [apportionment of liability](#) is accurate, please forward a copy of your property deeds to ourselves for our reference. Your solicitor should be able to supply a copy or [Registers of Scotland](#). (RoS cost approx. £20)

If there is any doubt about the share liability for your property, please refer to the information below:

Sharing the Cost

Once a scheme decision is made, owners become responsible for the cost of carrying out any maintenance or repairs needed.

Your title deeds usually tell you how the costs should be shared between owners, but if there is nothing specific or it is unclear, you may use the Tenement Management Scheme.

Under the Tenement Management Scheme, all owners pay an equal share of the costs of maintenance and repairs, except:

- when the work involves a part of the tenement that isn't used by everyone (in which case only the owners of the flats involved should pay)
- when the floor area of the biggest property is more than one-and-a-half times the floor area of the smaller property (in which case maintenance costs should be shared accordingly as per the floor area of all properties.)

<https://www.mygov.scot/common-area-repairs/tenement-management-scheme>

A set admin fee will be charged if excess time is required to investigate/clarify Title Deeds to provide the share liability for each property.

Tenements (Scotland) Act 2004

The Scottish Parliament passed the Tenements (Scotland) Act 2004. The Act aims to ensure that the communal parts of the buildings are kept in good repair and that all the tenements have a *scheme for the management and maintenance* of the building. This law affects **every** owner (home or commercial) in a building that is divided into two or more flats on different floors.

The Tenement Management Scheme

This is the main aspect of the Tenements Act which affects you as an owner. A [majority of owners](#) are able to take decisions about the "Scheme Property" (common parts) of your building. These decisions are legally binding, and all owners are required to pay their share of costs for repair of common parts.

Property Management

There is no obligation on owners to appoint a Property Manager and owners can self-factor a building. However, a majority of owners can make decisions relating to the appointment or removal of a Property Manager.

Edinburgh Block Management can and shall act as Factor/Property Manager where a [majority of owners](#) have requested them to do so.

The Repairing Standard

The Repairing Standard, contained in the Housing (Scotland) Act 2006, covers the legal and contractual obligations of private landlords to ensure that a property meets a minimum physical standard.

Landlords also have a duty to repair and maintain their property from the tenancy start date and throughout the tenancy. This includes a duty to make good any damage caused by doing this work. On becoming aware of a defect, landlords must complete the work within a reasonable time. To comply with the repairing standard, private landlords must also have regard to the guidance issued by Scottish Ministers on:

- [satisfactory provision for detecting and warning of fires](#)
- [electrical installations and appliances in private rented property](#)
- [the provision of carbon monoxide alarms in the private rented sector](#)

New rules for landlord registration in Scotland – ([mygov.scot link](#))

The property must meet:

The Tolerable Standard, The Repairing Standard, The Gas Safety (Installation and Use) Regulations, The Water Intended for Human Consumption (Private Supplies) (Scotland) Regulations.

If the property is in a tenement:

There must be buildings insurance in place. (owners must provide evidence of insurance if requested by other owners or Factor)

The Landlord must be aware of their common area repairing and maintenance obligations. Landlords must make themselves aware of all regulations.

Core Services

Roof Maintenance

The most common issue for property owners in a building is water ingress, usually due to gutter vegetation or poorly maintained roof tiles. Therefore, to have this addressed on a regular basis is essential and recommended. This roof maintenance involves an initial written and photographic report, gutter and down-pipe clean, as well as up to 20 slate/tile replacements (or flat roof equivalent). Dependent on the number of properties (flats) involved in the stairwell, a further visit and clean would occur.* A general maintenance clean of gutters and downpipes will take place. Any other work identified at inspections or due to a call out, shall be priced and various quotations provided and voted on when required. [Participation and equal contribution normally by all properties within the confines of the roof, unless property deeds or historic documentation indicate otherwise. e.g. Main door and/or commercial properties.] Service levels can be increased upon request. (Stairwells of under 6 residencies should request an individual pricing for the annual EBM core services).

* A [service matrix](#) indicates the regularity of all core services provided, based on the number of flats within the block/development.

Regular Stairwell Cleaning

A professional cleaning company shall carry out a regular stair clean. The number of visits per month is dependent on the number of flats in the stair * The regularity of service can be increased on request at additional cost.

Service includes, lifting mats, sweeping & mopping the stairs, dusting handrails, sweeping the entry and garden passage.

The cost of this regular clean is included in our annual charge. Where a successful cleaning routine is already in place our proportion of this cost will be deducted from our annual charge. Where owners wish to change cleaning contractors, including Edinburgh Council cleaning service, we can arrange to start our service to suit the cessation of your existing service. Edinburgh Council will credit all owners' accounts for any months remaining in the existing cleaning contract. [Participation and contribution normally only by properties within the stairwell unless usage or property deeds indicate otherwise.]

* A [service matrix](#) indicates the regularity of all core services provided, based on the number of flats within the block/development, not occupancy level of a building.

Stair Lighting Maintenance

Home owners have a legal duty of care to anyone entering the stairs to ensure that the stair lighting installation is maintained and continues to operate as intended (re: [The Occupiers' Liability \(Scotland\) Act 1960](#)).

As Edinburgh Council no longer provide the maintenance, the owners are obliged to make alternative arrangements to ensure lights and timers continue to work effectively. Within our core services package, Edinburgh Block Management now provide annual lighting maintenance, replacing redundant or faulty light tubes within the yearly charge. We shall review timers, all stairwell lighting and replace tubes as required on their initial visit. (excluding emergency lighting, non-standard and special fittings) Thereafter residents/owners only require to contact us to report any faulty lights. Repairs are aimed to be completed within 1 week. Frequent property inspections by EBM staff shall also report/resolve lighting issues. [Participation and contribution normally only by properties within the stairwell unless usage or property deeds indicate otherwise.]

Core Services – further explained:

List of basic annual core services offered to EBM clients:

- Initial roof inspection with photo report, gutter/downpipe clean and stipulated slate/tile/flat roof repairs, large blocks - repeat inspection and gutter/downpipe clean.
- Annual regular stairwell cleaning – for your stairwell and associated areas. Stair cleaning will take place as per our [service matrix](#).
- Initial stair lighting inspection include timer check and redundant tube replacements with ongoing replacements during EBM term.
- When 75% of the owners' contributions are in place, we will normally instruct our core service(s) to begin/repeat.
- No other charges are imposed by EBM other than the standard core service charge for the majority service chosen and any cost involved for spare communal keys/fobs for access.
- Year round first point of contact for any communal matters.
- Annual meeting for all owners/representative on agreement with owners.

Property inspections, management of core maintenance, and all core service administration & accountancy matters included in annual charge.

Core Services – Expanded Options

In addition, Edinburgh Block Management may carry out other services considered to be reasonably related to the management of common parts of the property which are not included in the initial list of core services. Costed estimates/quotations shall be provided for proposal before any work is agreed or undertaken.

These works may include:-

- Deep clean & steam clean. In some instances, this may be a requirement at the initial introduction of service at a building due to build-up of dirt previously incurred
- Grass cutting and landscaping. In some instances, One-off garden tidy-up available prior to start of regular grass cutting
- Lift maintenance
- Communal Electricity payments
- Security
- Bin area cleaning service
- Parking/open space maintenance
- Window cleaning (complete residential block)
- Other regular communal services are available as appropriate

Developments and larger blocks - Where such extra regular work is required, costs shall be invoiced on a quarterly basis or as agreed/required.

Property owners will be kept up to date where possible of any work planned or in progress and given estimated timescales for maintenance.

Property owners can also seek advice and assistance for repairs and improvement work from their local authority under the CEC Shared Repairs website. Edinburgh Block Management operate its own policies to deliver Best Value. This involves EBM seeking competitive specific estimates/quotes or general task costings. Similar to our core service scheme, most of our contractors have already completed a best value process to deliver the core services. We strive to achieve the same good value at pricing stage of any works. EBM shall instruct a contractor where they consider the costing to be fair and of a competitive value. There are no fees or commissions paid by the contractor to EBM.

Property Visits, Inspections and Block Meetings

EBM manage your block through active communication, visits and inspections.

We provide;

- 3+ visits/inspections per year
- attendance at residential meetings and AGMs where required/appropriate, including online
- walk-through with contractors prior to pricing and starting any task as required
- visits to site during works as required and possible, reporting activity to all owners accordingly as appropriate
- arrange and attend block meeting to discuss specific communal issues and potential improvements for the block/development where required/appropriate. There shall be a charge for each meeting thereafter – see [table of additional charges](#).

How will owners be charged for communal maintenance?

Our EBM core service option is charged as defined below:

(Prices are normally **one-off annual** costs payable in advance, per share. Prices include VAT)

Option A – Roof Inspection & Maintenance, Stair Cleaning & Stair Lighting Maintenance - £348.00 inc. VAT

Roof Inspection and Maintenance:

Roof inspection, including a clear of the gutters/downpipes with up to 20 loose/damaged/missing slates or tiles² replaced at inspection with a photographic report provided on initial visit. Any related additional recommended works would be quoted and forwarded to all for consideration before proceeding.

Please note that when there is a **main door property (commercial or residential)**, where they are not responsible for the stair and they are responsible for the roof maintenance, **their contribution would be £175.00 inc. VAT** per year for the roof inspection & basic maintenance. Property Deeds normally dictate the potential liability of maintenance. The regularity of visits shall be determined by the number of properties within a stair.

Stair Cleaning:

This includes the regular cleaning of the stairs and landing areas by a professional cleaning company. A log sheet will be mounted in the stairwell for cleaning company to complete. A one-off deep clean involving high areas and balustrades is available upon request at an extra cost. On occasion a deep clean is recommended at the property at the beginning of the factoring service and if necessary, as required at other times during the factoring contract. The regularity of visits shall be determined by the number of properties within a stair. Service regularity can be amended to clients' requirements and costed to suit.

Stair Lighting Maintenance:

An initial inspection of all stair lighting and any timer, followed by the replacement of all faulty or redundant lighting tubes.

This option includes year round replacement of (traditional/standard) light tubes when required within an intended 1 week of reporting or inspection. Should the lights/timer or other components be at the end of its life and/or unit need to be replaced, a separate cost and options will be provided where possible. Redundant/Faulty light fittings or inoperable/ineffective timer may on occasion be classed as emergency works and be replaced and invoiced without prior notification. If it is found that a failure of lighting tubes is due to a physical or electrical fault, EBM shall instruct a repair to the issue at cost and not replace tubes until matters are resolved.

Add-On regular items, priced depending on the scope and requirements

This would be available as an add-on to an established core service option. (Monthly & Quarterly involvement for large blocks & developments)

It could include gardening, window cleaning, carpet cleans, lift maintenance, electricity, fire & safety, insurance, and any other regular services depending on requirements. An additional quote would be put forward to include some or all of these items.

This add-on is on occasion, optional for owners and only possible once either of the core options above has been initiated.

Developments and larger blocks - Where such extra regular work is required, costs shall be invoiced on a quarterly basis or as agreed.

¹service dependent on number of flats in stairwell

²or equivalent where flat roofed property

Please see the [Service Matrix](#) to show the number of visits depending on the number of flats in the block. Unfortunately, we cannot offer our service for less than 6 in a block.

(If owners require more than our standard cleans as per our literature, we can provide a price for your specific requirements) All charges shall include any vat incurred.

(EBM service provider charges are reviewed annually, thus providing our best value fixed price services.)

A charge shall be included to cover the cost of duplicate keys/fobs for EBM use and that of contractors, so as to gain access to and around the building(s), grounds & roof etc.

Charges are correct at time of publication. Edinburgh Block Management retain the right to amend pricing/fees. Prices are normally reviewed at year end and published/implemented January.

Owners and liable parties shall be informed at least 1 month before any change to the core service pricing and/or EBM management fees.

Service Matrix:

Summary of Visits and Service levels

(included are visits & inspections and an EBM Annual Block Review meeting for all owners as required)

	Option A – Stair Door Roof/Clean/Lights	Option A – Main Door/Commercial Roof
Cost/year/share (eg per flat)	£290.00 (+vat) p.a. per flatted property within a stairwell (liability as per deeds)	£145.83(+vat) p.a. per main door property if commercial or residential for roof maintenance (liability as per deeds)

No. of flats (in stairwell)	Roof visits p.a.	Clean visits p.a.	Lighting Maintenance	Comments
<6 in stair (prices on request)				Prices & service frequency on request
6	1	12	EBM initiation & as required	4 weekly stair clean & annual roof visit
7	1	12	EBM initiation & as required	4 weekly stair clean & annual roof visit
8	1	12	EBM initiation & as required	4 weekly stair clean & annual roof visit
9	1*	17	EBM initiation & as required	3 weekly stair clean & bi-annual roof visits
10	1*	17	EBM initiation & as required	3 weekly stair clean & bi-annual roof visits
11	1*	26	EBM initiation & as required	Fortnightly stair clean & bi-annual roof visits
12	1*	26	EBM initiation & as required	Fortnightly stair clean & bi-annual roof visits
13	1*	26	EBM initiation & as required	Fortnightly stair clean & bi-annual roof visits
14	1*	26	EBM initiation & as required	Fortnightly stair clean & bi-annual roof visits
15	1*	26	EBM initiation & as required	Fortnightly stair clean & bi-annual roof visits
16	1*	52	EBM initiation & as required	Weekly stair clean & bi-annual roof visits
17	1*	52	EBM initiation & as required	Weekly stair clean & bi-annual roof visits
18	1*	52	EBM initiation & as required	Weekly stair clean & bi-annual roof visits
19	1*	52	EBM initiation & as required	Weekly stair clean & bi-annual roof visit
20	1*	52	EBM initiation & as required	Weekly stair clean & bi-annual roof visit
>20 flats & developments (prices on request)				Prices & Service frequency on request

* A second roof visit also occurs, roofers shall clear gutters and downpipes, whilst having a general review of the roof without creating a photo/written report. However, material damage shall be reported as required.

Additional Communal Tasks

Non-Regular items & Planned Preventative Maintenance

From time to time other maintenance items require attention, e.g., door entry systems, lock changes, balustrade repairs, stair painting, building survey, asbestos check* etc. Edinburgh Block Management (EBM) would help source quotations, collating of owners' preferences, issuing invoices, collection of funds and overseeing of contractors and requested works.

* As the registered duty holder of a building, EBM have a duty to manage maintenance.

We are also required to ensure that all communal areas are safe for contractors to work in. Contractors may request assurances that no asbestos is in a building, e.g. fibre providers, plumbers, roofers etc. EBM wish to instruct an Asbestos Report on all buildings built during the period when asbestos was commonly used in construction. This will also include all buildings built before that period (i.e. traditional tenements), due to asbestos possibly being used for cement repairs and in roof and pipe insulation. This could possibly be used e.g. in loft spaces. Owners /landlords will be emailed a copy of the report when it has been issued. (In our experience, it is highly unlikely that a tenement would have asbestos present.)

Non-Regular items

All potential additional communal tasks would be shared via email and where appropriate shared via an online voting and cloud system.

This will allow owners to stay in control of maintenance related to their own home and investment, whilst EBM manage tasks etc. Please note, once EBM have issued the collated quotes/estimates, we will no longer accept quotes or estimates from an owner's preferred contractor as this would not be in accordance with our rules for an honest and transparent tendering process. After establishing a majority decision and invoices issued, an individual vote will not be accepted for redaction.

Voting/Quotes timescale

EBM are happy to assist owners with the sourcing of quotes to enable communal maintenance. This would provide all options/quotes available, with the possibility for owners to add a preferred contractor or not proceed. EBM will endeavour to issue the quotes in a timely manner to ensure the quotes remain valid. EBM would require owners to achieve a decision within a manageable and realistic timescale.

Should the timescale for voting run over extensively without a majority decision, (i.e. quotes become obsolete, maintenance becomes urgent and/or destructive) EBM shall have the capacity to invoice/instruct maintenance or withdraw their services in relation to managing the communal maintenance repair. In severe cases, EBM would withdraw their services completely from a block.

Additional Charges Table

Sale of Property Letters Non-Insured Property	£40.00 plus VAT	Late Notification Penalty £35
Sale of Property Letters Insured Property	£65.00 plus VAT	Late Notification Penalty £35
Sale of Property Letters Retirement Home	£100.00 plus VAT	Late Notification Penalty £35
Updating/Amending contact details for a property (3 or more times in 1 year)	£10.00 plus VAT	
Call out charges for un-necessary call outs (including travelling time)	As contractor charge or EBM rate	
Late Fees (7 & 14 days after due date)	£30.00 per notification plus VAT	
Printing & Posting Invoices/Letters	£4.00 + VAT per invoice/letter	
Additional Printing & Posting	£4.00 + VAT per invoice/letter	
Mark-up and handling charge on materials & work carried out directly by EBM on site.	30% mark-up & £28.00/hr plus vat min.	
EBM Meetings – Block or Site (incl. on-line)	Min. £28.00/hr plus VAT	
EBM additional time – research, fault finding, debt collection, conflict management etc.	Min. £28.00/hr plus VAT	
Insurance – admin/facilitate annual charge for provision of block building insurance	£40.00 plus vat per property	
Client Refund Request	£20.00 plus VAT	
Administration of Funds for Block Led Project	£40.00 plus VAT	

EBM can facilitate the arrangements for an owners' meeting onsite as required/requested.

EBM provide these management services at a fee that relates to the overall costs of the contractors' work. ([see table](#))

EBM Annual Charge Review

EBM fees are reviewed annually, following the company financial year end, December. Annual increases shall be in line with the November rate of inflation and include any associated commercial Factors.

What are common areas?

As a Factor, Edinburgh Block Management provides a range of services to common areas in mixed tenure blocks.

The common parts of the building(s) may include e.g. :

- Guttering and downpipes
- Chimney stacks & vents
- External Stonework
- Common Drainage systems
- Elevators and telephones
- Foundations
- Roof
- Refuse Facilities
- Communal Garden areas, open spaces, play areas & car parks
- Entrance steps and paths
- Close, Stairwells, Landings, Handrails, Balustrades & Hatches
- Close, stairwell, garage and other communal area lighting
- Close/Stair windows
- Door entry systems
- Designated Bike Areas
- Communal Storage Areas
- Fire Safety Facilities
- Security Facilities
- Communal Aerials, Satellite and Cable services
- Communal leisure facilities

[The Housing \(Scotland\) Act 2014](#) includes various statutory powers that City of Edinburgh Council (CEC) may use where it is apparent that owners are failing to maintain or repair their properties. Nothing in this written statement shall restrict or limit any intervention by CEC using its statutory powers. The use of enforcement powers will be subject to CEC's discretion and the availability of resources.

Additional Communal Task Charges

Where additional communal tasks are recognised due to non-regular items & Planned Preventative Maintenance (PPM), there is a standard project management, administration, accounting fee, dependent on the value/work involved, this is in addition to contractor costs.

Financing additional communal tasks in advance of instructing works

When a building does not have a "float" or "sinking fund" for additional communal tasks, owners will be issued invoices to request their contribution for their share for additional communal tasks **BEFORE** any majority approved work is instructed. This will ensure that EBM have all the funds in an interest-bearing Client Deposit Account (CDA) prior to instruction of agreed works. EBM have authority to withhold funds until satisfactory completion of works. Please note, that where larger works have been instructed, contractors may request drawdowns to cover the cost of scaffolding, labour and materials etc. This is normal practice where large works have been instructed. EBM shall endeavour to visit the ongoing works and report back progress to clients. Please note, unless requested, EBM do not provide any survey reports before or on completion of works. EBM shall endeavour to ensure that contractors provide photographic evidence of completed works and guarantees as per the contractors' quotes.

EBM shall endeavour to provide owners with a substantial amount of time to make their share contributions. Please note that on occasions works that are pending may be time sensitive due to external factors out with our control. We would request that owners inform EBM at their earliest convenience (preferably during any tender voting process) if they envisage delays contributing to the repair. Please also note, EBM shall only be able to consider this if the due date for the invoice is more than 3 weeks away. EBM are not able to offer credit to clients. EBM shall not use their own company funds to pay for missing shares or late payments on behalf of owners for maintenance to their own building.

Please note that the City of Edinburgh Council Missing Shares or Statutory Notice facilities are not available to factored properties.

EBM may on occasion carry out small ad-hoc maintenance etc. whilst on-site, as deemed appropriate. Material and labour costs shall be passed to owners as appropriate. A material mark-up and handling charge may be added. ([See additional charges table.](#))

Please note, where applicable, EBM may retain a percentage of the cost of monies received for the agreed work before making a final payment to contractors for additional communal tasks. EBM will complete the payment after satisfactory completion of the task, as per the detail on the estimate/quote and if there have been no justified concerns or issues raised by clients or EBM, regarding the standard/duration of the work.

***Please note** when invoices are under £101/property, project arrangement cost are discounted by 50% to £14 +vat providing payment received within 2 wks. After 2 weeks the fee reverts to the regular charge and after the due date, and a further 7 days, late fees are incurred. Beyond this time, costs shall be passed to a solicitor/debt collection agency/court for collection with associated costs added to the outstanding sum.

Developments shall be invoiced quarterly for regular core service items, e.g. communal electricity, ground maintenance, insurance. Extra maintenance items e.g. drainage, lift maintenance, painting, regular inspections & certification, shall be invoiced at time of quarterly charges. Normally our development EBM quarterly fee shall be charged unless additional communal task activity is higher than our matrix charges below, in this situation, the higher charge shall be relevant.

*The cost of additional communal tasks and EBM fee, are charged separately from the annual EBM Core Services.
Costs and charges are also due when a property is unoccupied.*

For any works invoiced...	EBM fee if paid due date		Late Fee if paid after due date	Additional Late Fee if paid after 7days of the due date
up to £100 /property i.e. per flat	cost* £14(+vat) [within 2weeks] *due to minimal cost to owners or urgency	cost* £28(+vat) [after 2 nd week]	£30(incl. any vat)	£30(incl. any vat)
£101 - £300 /property	cost £30(+vat)		£30(+vat)	£30(+vat)
£301 - £500 /property	cost £40(+vat)		£30(+vat)	£30(+vat)
£501 - £750 /property	cost £60(+vat)		£30(+vat)	£30(+vat)
£751 - £1,000 /property	cost £80(+vat)		£30(+vat)	£30(+vat)
£1,001 - £1,500 /property	cost £110(+vat)		£30(+vat)	£30(+vat)
£1,501 - £2,000 /property	cost £165(+vat)		£30(+vat)	£30(+vat)
£2,001 - £3,000 /property	cost £220(+vat)		£30(+vat)	£30(+vat)
£3,001 - £5,000 /property	cost £330(+vat)		£30(+vat)	£30(+vat)
£5,001 - £7,500 /property	cost £550(+vat)		£30(+vat)	£30(+vat)
£7,501 – and over	cost £tbc		£30(+vat)	£30(+vat)

Apportionment of Charges (Example)

Example of share liability between owners of a block which may include Main Door, Commercial and property attached from another street (as per the following example).

Factored Property Address e.g. 22-26 Maintenance Street	Block Area Maintenance	Stair Area Maintenance	Insurance(s)
22	1/11	n/a	1/11
24.1	1/11	1/8	1/11
24.2	1/11	1/8	1/11
24.3	1/11	1/8	1/11
24.4	1/11	1/8	1/11
24.5	1/11	1/8	1/11
24.6	1/11	1/8	1/11
24.7	1/11	1/8	1/11
24.8	1/11	1/8	1/11
26	1/11	n/a	1/11

Factored Property Address e.g. 15 Hill Road	Block Area Maintenance	Stair Area Maintenance	Insurance(s)
14	1/11 (excludes garden)	-	1/11

Determination of when an owner's liability for certain costs arise

Charges for Factoring Services are applicable due to Section 11 of [the Tenement \(Scotland\) Act 2004](#).

- (1) An owner is liable for any relevant costs (other than accumulating relevant costs) arising from a scheme decision from the date when the scheme decision to incur those costs is made.
- (2) For the purposes of subsection (1) above, a scheme decision is, in relation to an owner, taken to be made on—
 - (a) where the decision is made at a meeting, the date of the meeting; or
 - (b) in any other case, the date on which notice of the making of the decision is given to the owner.
- (3) An owner is liable for any relevant costs arising from any emergency work from the date on which the work is instructed.
- (4) An owner is liable for any relevant costs of the kind mentioned in the Tenement Management Scheme from the date of any statutory notice requiring the carrying out of the work to which those costs relate.
- (5) An owner is liable for any accumulating relevant costs (such as the cost of an insurance premium) on a daily basis.
- (6) Except where subsection (1) above applies in relation to the costs, an owner is liable for any relevant costs arising from work instructed by a manager from the date on which the work is instructed.
- (7) An owner is liable in accordance with section 10 of this Act for any relevant costs arising from maintenance carried out by virtue of section 8 of this Act from the date on which the maintenance is completed.
- (8) An owner is liable for any relevant costs other than those to which subsections (1) to (7) above apply from—
 - (a) such date; or
 - (b) the occurrence of such event, as may be stipulated as the date on, or event in, which the costs become due.
- (9) For the purposes of this section and section 12 of this Act, "relevant costs" means, as respects a flat—
 - (a) the share of any costs for which the owner is liable by virtue of the management scheme which applies as respects the tenement (except where that management scheme is the development management scheme); and
 - (b) any costs for which the owner is liable by virtue of this Act.
- (10) In this section, "emergency work", "manager" and "scheme decision" have the same meanings as they have in the Tenement Management Scheme.

Urgent/Emergency Repair Process within block/development

We understand urgent and emergency repairs will happen from time to time. The majority of the urgent block maintenance items may arise from roof issues. When a roof is regularly maintained and gutters cleared e.g. once a year, the life of the roof may be extended and any potential water ingress issues may be reduced.

Please note, should an urgent/emergency situation arise, with the authority of 2 or more owners (when appropriate or possible), we will undertake such works and bill accordingly.

Please note, when urgent work is required invoices still need to be issued on a timescale. Work cannot be instructed until funds are available for the repairs. Edinburgh Block Management cannot normally subsidise maintenance on behalf of owners to enable work to be carried out sooner. All contributions must be received prior to the work being instructed. Edinburgh Block Management will endeavour to request prompt payment of contributions to permit urgent work to commence, where necessary. However, Edinburgh Block Management cannot be held responsible where owners delay making payments towards urgent/emergency repairs.

Where there is an emergency, out-of-hours access may be required. Emergency repairs are only carried out to prevent damage or in the interest of health and safety and where there is not time to use the normal channels of consultation and decision-making.

Based on a shared contractors works/services invoice of up to £500/property/flat, an owner shall also be liable for an arrangement/management cost of £34^(+vat) (Please refer to table for other owner invoice prices)

Once an EBM invoice has been raised, payment will be due from the property owner as stipulated on the invoice.

The share you pay is normally stated in your title deeds or is based on who uses the component being repaired or replaced or removed.

Invoices shall normally be raised within 14 days of receiving quotations/estimates invoices from external contractors.

***Please note** when urgent/emergency invoices are under £501/property, arrangement/management costs will be discounted by 50% to £14^(+vat) providing payment is received within 2 weeks. After 2 weeks the fee reverts to regular charge and after due date, and a further 7 days, late fees are incurred. Beyond this time, costs shall be passed to a solicitor/debt collection agency for collection with associated costs added to the outstanding sum.

The cost of additional communal tasks and EBM fee, are charged separately from the annual EBM Core Services. Costs and charges are also due when a property is unoccupied.

For Urgent/Emergency works invoiced...	EBM fee if paid by due date		Late Fee if paid after due date	Additional Late Fee if paid after 7 days of the due date
up to £500 /property i.e. per flat	cost* £14(+vat) [within 2weeks] *due to minimal cost to owners	cost* £28(+vat) [after 2 nd week]	£30(+vat) [*after 1 st week] due to owners urgent/emergency task	£30(+vat)
£501 - £1,500 /property	cost 5%(+vat)		£30(+vat)	£30(+vat)
£1,501 - £3,000 /property	cost 5%(+vat)		£30(+vat)	£30(+vat)
£3,001 - £5,000 /property	cost 5%(+vat)		£30(+vat)	£30(+vat)
£5,001 - £10,000 /property	cost 5%(+vat)		£30(+vat)	£30(+vat)
£10,001 - and over /property	cost £tbc		tbc	tbc

Reporting Common & Emergency Repairs:

Property owners will be notified in advance of non-emergency work being considered and provided with estimated costs at that time, as well as an opportunity to help in the decision process via a poll.

We will notify you where possible, that emergency or urgent work has been instructed or carried out and will provide estimated costs if they are available.

- Please note that if an initial quote/estimate for works is considered competitive and is under the value of £1,000 we would not normally request further quotes/estimates. EBM will make the decision if they believe the quote/estimate to be, from our experience, a fair and honest scope of works where it is under the value of £1,000, whether further quotes are required.
If an initial quote is provided over the value of £1,000, we will endeavour to request 3 suitable estimates.

We will respond within the following timescales where we have the authority & payment to act or have the required consent:

- Routine/Cyclical – within 25 working. These are internal or external repairs where there is no risk to the property or tenant/owner. Routine work is normally only instructed after owners have been notified of costs or asked to give their consent if required and payments received. (major works may take longer to complete).
- Urgent – within 15 working days. Urgent is classified as repairs which if left unattended could lead to a deterioration in the property or result in a safety risk. Sometimes urgent work cannot be instructed until owners have been notified of costs or have given their consent for the work if required and payments received.

- **Emergency** – endeavour to make safe repair within 48 hours from being notified.

Property owners can contact **EBM** in an emergency situation out of office hours via leaving a message on 0131 510 9000, via our “Report an Issue” button on our [website](#) or sending an [email](#).

As your Property Manager/Factor, Edinburgh Block Management are not duty bound to provide an out of hours service.

Please note that there will be a call out charge which is payable if it is deemed that a contractor or EBM staff have been called out unnecessarily.

An emergency is defined as: risk of injury and life to tenants or the public; **substantial** damage or risk to property, fabric or structure of the building.

How do you report a common repair?

- **Via website** (report an issue button) at www.edinburghblockmanagement.com
- **By email** to info@edinburghblockmanagement.com
- **By telephoning** 0131 510 9000
- **In person at:**
25 Nicolson Square
Edinburgh
EH8 9BX

Financial and Charging Arrangements

We initially supply the 3 core maintenance service options (roof, cleaning & lighting) after a one-off annual fee has been contributed. These core services (others are available) are instructed and service provided for the year upon property owner contribution. Instruction of core services is normally triggered at 75% successful block payment.

Edinburgh Block Management intend to provide as much advanced information and notice of any additional works to assist owners to budget and contribute towards any works that have been planned/requested.

- Payments required upon receipt of quotation/estimate with the acceptance that final invoice may differ.
- For traditional tenements & small blocks, EBM does not request monthly or quarterly factoring fees and other charges, nor does it require a mandatory float.
- EBM does not operate a mandatory floating fund or building maintenance fund within traditional tenement buildings.

However, we are keen to encourage budgeting for major works and will take advance payments.

Client Deposit Accounts (CDA)

A dedicated named bank account, Client Deposit Account is allocated for each block/development, solely for owners retained funds as required.

When a new block enlists with EBM, any large maintenance funds deposited before the bank has established a dedicated CDA, shall be deposited in a unnamed CDA until new account established.

Larger "developments" are requested to contribute on a regular basis for their CDA for future maintenance. Also, Quarterly payments are invoiced towards maintenance items, such as communal electricity, landscaping, insurance, carpark, lifts, fire safety, telephone, legal, management fees... Credits are recorded in each individual clients own account record.

Historic Debt

If there is an outstanding debt on a later dated invoice, any funds received for newer invoices will be credited to the outstanding sum of the earlier debt. Therefore, the new invoice will then incur a debt until that amount is cleared in full.

Debt Collection & Recovery Procedures

Edinburgh Block Management will take prompt action against owners who fail to pay their factoring service charges & fees, and thereby breach the Factoring Agreement put in place by the majority of owners. Refusal is contrary to the Tenements (Scotland) Act 2004 and the legally binding component relating to The Tenement Management Scheme, enabled by the majority of owners.

All invoices for services and supplies are due to be paid upon receipt or within the time period stipulated.

EBM issue an early reminder, a first and second reminders sent, followed by a final reminder.

EBM & fellow owners, can pursue the debt in various ways:

NOPL (Notice of Potential Liability), Court Action Decree, Attachment Order, Sequestration, or Bankruptcy.

Timescale of items:-

- Invoice: Date of issue and expected payment due date
- Minimal cost/Emergency items payment is requested within 14 days with 50% discount of EBM fee (removed after this time)
- Early Payment Reminder: 7 days before due date
- Late Payment Reminder: After 7 days past due date (incurring £30 +vat late fee)
- Further Late Payment Reminder: 14 days after the due date (incurring additional £30 +vat late fee)
- Final Notice: (includes £60 + vat late fees)
- Passed to Solicitor/Debt Collection Agency: Possibly 1 month following the issue of a final notice (fees incurred).

Fellow owners will have the option to pursue debtors via court proceedings with EBM assistance if requested.

Missing Share

It is EBM standard practice that all shares of maintenance are collected prior to any additional maintenance proceeding. Where missing shares are unaccounted for and legal action is delaying or halting maintenance progress, no additional maintenance shall continue unless lead or remaining owners incur the cost of the shortfall. City of Edinburgh Council no longer offer the Missing Shares process where a building is Factored, therefore not a service option for factored properties.

Where any funds are recovered after legal action, Simple Proceedings at the Sheriff Court, they shall be dispersed to owners accordingly minus any outstanding costs and fees.

When requested, a block/development debt report can be issued at a yearly meeting.

Failure to Engage

EBM shall notify City of Edinburgh Council Enforcement Officer if an owner/landlord has refused or failed to engage with EBM regarding communal maintenance and repairs. If a landlord forces a neighbour or factors to pursue legal action, and the landlord loses their case, City of Edinburgh Council will report them to the Licence Committee for breach of their responsibility as a Landlord. This may put their landlord registration at risk.

If the registration is revoked, the Licence Committee can then take enforcement action for operating in an un-registered property.

Financial Difficulties

Clients falling behind with factoring charges or wishing to establish arrangement to clear the debt, can be discussed once the original invoice has been issued. If you do have any arrangement in place, it is very important that it is adhered to. Unfortunately, EBM are not authorised to provide financial help or assistance to owners. Individuals requiring assistance should contact an organisation registered with the Financial Conduct Authority or a relevant agency for advice.

EBM have collated some agencies who are available to provide help, advice and guidance with anyone who may require assistance due to financial difficulties. These agencies are available at the end of this document. [\[Debt Advice & Support Page\]](#)

To be fair to the property owners who do pay in full and on time it is important to note that EBM will pursue legal action to recover debts where there has been no attempt to clear the arrears, or an arrangement has not been kept. Edinburgh Block Management will be firm but fair when dealing with customers who have factoring arrears and will explore all reasonable options to assist them in reducing and clearing their arrears. On request, staff from EBM will speak or meet with customers in person to discuss any issues about their factoring account.

Edinburgh Block Management will take legal action where a customer continually fails to engage and co-operate in reducing their arrears balance, or repeatedly breaks a formal repayment arrangement.

A full range of legal sanctions are available and in the most serious of cases this may include lodging an inhibition, which may prohibit an owner from selling their property until their factoring arrears have been cleared.

Edinburgh Block Management employ the services of a Solicitor/Debt Collection Agency to recover unpaid monies. Any outstanding amount being pursued shall incur late fees. Where the debt is pursued through the legal process, through Simple Procedures via the Sheriff Court, all allowable expenses will be recharged to the property owner/client involved.

It is normal practice for some reminders to be generated via our accounting software. On occasion a reminder may be issued after a payment has been sent but not received by our bank or processed by our system.

Legal sanctions will be explained to owners at the final stage of the process. This is when an owner's arrears have escalated, and a payment arrangement has not been adhered to and/or no attempt to clear the arrears has been made. Where there is a joint liability both parties will be kept informed of the process. The debt recovery procedure will be followed, and this ensures that any property owner/responsible person will be informed of any intention to take legal action. The debt recovery procedure is available by request.

Disputed debt investigations by the First-tier Tribunal for Scotland Housing and Property Chamber will not have interest or late payment charges applied during the period of consideration by the First-tier Tribunal.

Floating Fund / Building Maintenance Account

A float & building maintenance account are for minor, day to day repairs. A float is a small advance payment kept in your maintenance account or by your Property Manager/Factor. It is used to ensure that money is available to deal with minor repairs quickly without having to take time to contact each owner.

Edinburgh Block Management does not operate a mandatory floating fund or building maintenance fund for traditional tenements.

However, we are keen to encourage budgeting for major works and will take advance payments.

As per the Factoring Code of Conduct, EBM establish an interest-bearing Client Deposit Account (CDA) for each individual block / building / development for an owners building maintenance account as required.

You may wish, as a block, to make regular payments to a floating fund or building maintenance account for the provision of non-regular items & planned preventative maintenance. We will co-ordinate and manage such a fund.

Such a fund shall be implemented for large blocks and developments where regular communal services and utilities occur. Any/all payments made by an individual are recorded against a person's client account.

Building Reserve or Sinking Funds

A Building Reserve Fund or Sinking Fund is a way of saving for future major repairs. It must be written into your title deeds as this is the only way you can ensure that new owners are obliged to pay into the fund.

The Reserve Fund is for major repairs - replacing lifts or reroofing etc.

When you come to sell your flat, you will be able to tell prospective buyers of the arrangements for keeping the property in good repair, the amount of money in the fund and what they need to budget each year for repairs. This will be a positive feature in any sale.

Client Refund Request

If there is a substantial delay in all contributions being made and an owner requests their funds to be refunded until all funds have been received, EBM will endeavour to return the funds when the owner provides the bank details for the refund to be sent to.

Please note that there will be an admin fee for this to cover accounting and administration of this request (at a manager's discretion). The fee for this will be set at £20 Excl.VAT.

Insurance

Edinburgh Block Management can provide Building Insurance and Liability Insurance to property owners and the block as a whole. We facilitate, administer, and manage block insurance for a fraction compared to the market standard rate. EBM **do not charge any commission** for facilitating block insurance, only an annual charge per property for administration/facilitation with the insurance broker. ([see table](#))

Every property owner is responsible to ensure that their property is adequately insured to cover full reinstatement costs of the building as well as the contents. Co-owners in the building or your Factor/Property Manager may request owners to produce evidence of and inspect your certificate of insurance.

(a) the policy in respect of any contract of insurance which the owner of that flat is required to have or to effect; and

(b) payment of the premium for any such policy. The owner has 14 days to produce the evidence requested.

The Tenements (Scotland) Act 2004 states that owners in a building have a statutory duty on each owner in a tenement to effect, and keep in force, a contract of insurance against risk for their own property and the common property. If all owners in a tenement so wish, the tenement act allows them, to have a common policy of insurance for the whole tenement. The duty to insure must be to reinstatement value of the owners flat and any part of the tenement building attached to the flat.

Where a common policy is put in place, any excess on a claim should be applicable to the party deemed the cause of the claim. i.e. escape of water. Even if you have paid off your mortgage you are still required to have building insurance.

Edinburgh Block Management has adequate and appropriate professional indemnity insurance and public liability in place for their own business requirements.

Limitation of Liability

EBM shall in no circumstances be liable for any loss or compensation due to our appointment unless the claim is a direct result of EBM negligence or fault.

How to end the arrangement

Your title deeds may provide a method of terminating any factoring arrangement.

Alternatively, if your deeds are silent on this point, the Tenement Management Scheme under the Tenements (Scotland) Act 2004 may allow a majority of owners in your block to dismiss a Factor or appoint a new Factor.

To change your Factor, you should hold a meeting with the owners at your block, to discuss possible options and to cast a majority vote on the changes.

EBM require written confirmation of at least 1 months' notice of termination. Along with details of the meeting and those involved in the majority decision.

If a new Property Manager (Factor) is appointed, agree a date for the new management responsibilities and provide the former and new Factor with reasonable notice.

There will be 3 months factoring fee penalty charge applied for early termination when involving a development. (i.e. a property incurring quarterly charges)

No refunds of advance Annual Core maintenance contributions shall be due to owners/clients. Funds for additional communal tasks which have not been instructed and where no charges or fees have been incurred, shall be refunded or transferred. Outstanding client invoices shall remain liable.

EBM reserve the right to terminate a contract with a 1 month notice e.g. due to unacceptable owner conflict, inadequate funds available, non-reconcilable owner debt, excessive or abusive communication.

Please note that EBM will only accept termination of the contract with owners if all outstanding/historic debts have been cleared. All Owners will be responsible for clearing fellow owners debt if the contract is to be terminated.

Where a contract is being terminated by EBM due to any of the aforementioned points, we request that the refunds are requested within 6 weeks. (Owners must provide EBM with the details of the bank account and bank account name where the refund is to be transferred to.

What happens if the property is sold, changes ownership or the factoring agreement terminated?

The property owner **must** inform Edinburgh Block Management that a property is being sold to another party. The selling solicitor would normally request details of outstanding and pending factoring implications prior to the conclusion of a sale. This could arise due to completion of a Home Report Owners Questionnaire. Some sellers may not make EBM aware of a proposed house sale. It is therefore critical that any selling/buying owner or their agent register a 'Notice of Potential Liability for Costs' with the title deeds or land certificate. As long as this notice is registered 14 days before the sale takes place, it will make the selling owner liable for the costs.

If the debt is not cleared before the sale, an adjustment can be made to the purchase price to take account of the unpaid costs. An administrative charge is made to the departing homeowner to cover the internal administration requirements involved in the sales process. The charge will be included on the response letter to the Sellers Solicitor. Charges will vary depending on the type of property being sold due to the varying complexities of sale types. See [table of Additional Charges](#). EBM would require notification from the Sellers Solicitors of their purchaser's details, e.g. name and contact details. EBM will include a late notification penalty charge if there is less than 14 days notification of sale requested from your Solicitor.

If a property changes ownership and work is progressing or pending?

All financial information relating to that account will be provided to the seller up to three months after termination unless there is a good reason not to. An example of this may be where EBM is awaiting a final invoice for works carried out, this is needed before an invoice can be raised for the property owner.

Any funds due to the property owner will be returned at this point (less any outstanding debts & fees). EBM annual core service charge is **non-refundable** and the remaining paid service(s) are transferred and applicable to the new owner at no cost. The selling party shall be liable for all EBM costs relating to maintenance and services provided, majority voted and agreed, instructed or being investigated, prior to a sale concluding.

Please note that EBM shall charge an admin fee for updating/altering the contact details for a property if there are more than 3 requests from one "owner" within a one-year period. See [table of Additional Charges](#).

Declaration of Interest

Edinburgh Block Management do not own any properties in Edinburgh. EBM do not have any financial or legal association with any other companies or properties.

Communication & Consultation

This document (WSS) is issued to owners/lease holders or responsible agents, to clarify the responsibilities and rights of all parties to the factoring service. Communication will never intentionally be false or misleading, abusive or intimidating.

Edinburgh Block Management will normally endeavour to write to property owners prior to carrying out work or services which will incur charges or fees in relation to the core services.

However, there may be occasions when small tasks or urgent work occurs and for health and safety reasons or to prevent damage to any other part of the block, this work may be carried out without notification or a scheme decision. Property owners will still be liable for the costs in the same way that they are liable for other maintenance costs. Any work in an emergency will be kept to a minimum and if further non-emergency work is required this will only be undertaken after consultation.

For a scheme decision each property carries entitlement to one vote regardless of whether the property has more than one share or owner.

(For example a couple with a joint mortgage or a large property with 2 liable shares, shall only get one vote).

It should be noted that an owner can appoint a responsible person to make decisions on their behalf. (i.e. letting agent, relative...)

Good communication is essential to the delivery of an efficient and effective service. EBM will endeavour to acknowledge receipt and respond to communications as follows:

- **Emails** within 5 working days,
- **Letters** within 10 working days.
- Enquiries made by **telephone** will be dealt with at the time where appropriate.
- The reporting of communal repairs can be made through our online **Maintenance App** [here](#). EBM will endeavour to acknowledge receipt and respond to these communications within 48 hours.

An active email address(es) for effective digital communication is preferred. Email is our preferred means of communication. This allows EBM to contact owners effectively with access to photographs, videos, external links, group polls and speedy responses when required e.g. in cases of emergency maintenance. EBM reserve the right to charge for a request for additional copies of letters or invoices. EBM also reserve the right to charge owners for admin charges for posting of invoices and letters in place of electronic communications, as per [Additional Charges Table](#).

GDPR :- General Data Protection Regulation

Owner details remain private, i.e. emails and other personal details shall not be shared.

EBM issue and respond to group emails using the blind copy option so as not to share email addresses.

We can and will forward clients communications to neighbours when possible and appropriate on their behalf.

EBM are registered with the I.C.O. (Information Commissioner's Office) Reg No. 00018663478.

Data Protection Act (1998) Principles

There are eight principles of good information handling outlined in the act that state that data must be:

- Fairly and lawfully processed
- Processed for limited purposes
- Adequate, relevant and not excessive
- Accurate
- Not kept for longer than is necessary
- Processed in line with your rights
- Secure
- Not transferred to other countries without adequate protection

Complaints Resolution

If a contractor is employed by EBM on behalf of owners, and there is an issue raised with standards of work or a defect, or a reported incident occurs, EBM shall pursue the contractor to remedy the matter raised. EBM shall not be held responsible or liable for damages, loss or other claims caused due to a contractor's work or presence to the owners' property or any other damage or injuries incurred.

Each contractor will be informed of the complaint and shall be expected to respond, investigate and remedy in a timely and satisfactory manner in accordance with their own working practices. An owner(s) must pursue such matters independently.

Should there be a complaint with regard to any 3rd party working on behalf of the instructed contractor, EBM will pass this to the main contractor to remedy the complaint. EBM shall not be liable or responsible for these complaints.

Edinburgh Block Management has a complaints handling procedure which is available online and can also be made available in different formats.

There are set timescales in the complaints handling procedure and if these cannot be adhered to for any reason, the property owner will be given an indication of timescale and a reason for the delay.

If there is a complaint about a contractor this may still be dealt with through the complaints handling procedure with Edinburgh Block Management and any decision will be given in writing.

Timescales are:-

- Acknowledged within 3 working days
- Initial Resolution 5 working days
- Investigation 20 working days

There will be no charge made for any administration time spent on complaint handling.

All correspondence relating to complaints will be retained electronically for three years as this information may be required by the First-tier Tribunal for Scotland (Housing and Property Chamber). Any information requested by the First-tier Tribunal for Scotland to a Property Factor or property owner must be provided.

Before EBM instruct a contractor to carry out work, we will request the contractor completes our Maintenance Instruction Form requiring confirmation that the contractor agrees to adhere to our terms and conditions.

EBM Complaints Handling Process is available at "Get in Touch" at the foot of our [website](#) or on request.

The First-tier Tribunal for Scotland (Housing and Property Chamber)

Under Section 17 of the Property Factors (Scotland) Act 2011, property owners can make an application to the First-tier Tribunal for Scotland for a determination of whether their Property Factor has failed to carry out their property factoring duties or failed to comply with the Code of Conduct.

To take a complaint to the First-tier Tribunal for Scotland Housing and Property Chamber, a property owner must first notify their Property Factor in writing of the reasons why they consider that the property Factor has failed to carry out their duties, and/or failed to comply with the Code. Complaints can only be heard by the Panel from property owners and not tenants. The Property Factor must also have refused to resolve the property owner's concerns, or the Property Factor must have unreasonably delayed its attempts to resolve the complaint. The Property Factor must comply with any request from the First-tier Tribunal to provide information relating to an application from a property owner.

Housing and Property Chamber

First-tier Tribunal for Scotland

Glasgow Tribunals Centre

20 York Street,

Glasgow, G2 8GT

Telephone: 0141 302 5900

Fax: 0141 302 5901

Email: HPCadmin@scotcourtribunals.gov.uk

The website of the First-Tier Tribunal can be found at:

<https://www.housingandpropertychamber.scot/>

Definitions & Meanings:-

Property Factor/Property Manager

A group of owners in a tenement may decide to hire someone to take care of the maintenance and repair responsibilities for them.

These are called Property Factors (sometimes called Property Managers), and for a fee they can:

- manage the common parts of land owned by two or more other persons and used to any extent for residential purposes
- arrange for annual inspections of the tenement and deal with any problems the inspection reveals
- give price estimates for one-off maintenance and repair work, ask if the owners want to go ahead with it, then set it up if in agreement
- other services, e.g. common insurance for the building or contracts for lifts, boilers and ground maintenance...

The meaning of "Property Factor's duties"

From the Property Factors (Scotland) Act

In this Act, —property Factor's duties means, in relation to a homeowner—

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

The meaning of "Homeowner"

From the Property Factors (Scotland) Act

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

The meaning of "Responsible Person"

For the purposes of the communal maintenance of a block, a responsible person may be anyone with authority and liability for the ongoing upkeep and financial obligations pertaining to the building. This person may be the owner or partner, landlord, letting agent, resident, owner relative or associate, lease holder or commercial tenant.

The meaning of "Property Owner"

When referring to property owners, this may refer to person or persons responsible for a property.

The association would be similar to those as described in "Responsible Person" as mentioned above.

Legislation Sources:-

Tenements (Scotland) Act 2004

The Tenements (Scotland) Act 2004 is an Act of the Scottish Parliament which regulates the law regarding tenements. The Act is part of a package of land reforms together with the Abolition of Feudal Tenure etc.

<https://www.legislation.gov.uk/asp/2004/11/contents>

The Housing (Scotland) Act 2014

An Act of the Scottish Parliament to make provision about housing, including provision about the abolition of the right to buy, social housing, the law affecting private housing, the regulation of letting agents and the licensing of sites for mobile homes.

<http://www.legislation.gov.uk/asp/2014/14/introduction>

Occupiers' Liability (Scotland) Act 1960

An Act to amend the law of Scotland as to the liability of occupiers and others for injury or damage occasioned to persons or property on any land or other premises by reason of the state of the premises or of anything done or omitted to be done thereon; and for purposes connected with the matter aforesaid.

<http://www.legislation.gov.uk/ukpga/Eltz2/8-9/30/introduction>

Title Conditions (Scotland) Act 2003

The Title Conditions (Scotland) Act 2003 is an Act of the Scottish Parliament. It came into force on 28 November 2004, and is one element of a three part land reform abolishing feudal tenure and modernising Scottish property law, the other two elements being the Abolition of Feudal Tenure etc.

<https://www.legislation.gov.uk/asp/2003/9/contents>

Registers of Scotland

Registers of Scotland is the home for land and property information.

<https://www.ros.gov.uk/services/search-property-information>

Edinburgh City Council – Shared Repairs (Oct 2017)

Information regarding owners' responsibility for the upkeep of the common or shared areas in and around a building if you live in a tenement, or upper and lower villa.

http://www.edinburgh.gov.uk/info/20123/shared_repairs/798/shared_repairs_and_maintenance

The Repairing Standard

Private landlords' obligations to make sure properties meet a minimum physical standard. (includes new guidance applicable from 1 March 2024)

<https://www.gov.scot/publications/repairing-standard-statutory-guidance-private-landlords/>

Fire (Scotland) Act 2005

The Act introduces a new fire safety regime based on risk assessment, and places a duty on employers, employees, managers, owners and others in relation to fire safety. In general, the Act seeks to ensure the safety of persons in premises from harm caused by fire, by setting out fire safety responsibilities.

<https://www.legislation.gov.uk/asp/2005/5/contents>

Civic Govt (Scotland) Act 1982 45 Sect 93

Section 93 of this Act requires occupiers to keep common property free of combustible substances and anything which might obstruct egress from and access to the property in the event of fire.

<https://www.legislation.gov.uk/ukpga/1982/45/contents>

The Tolerable Standard

The Tolerable Standard is a basic level of repair your property must meet to make it fit for a person to live in. The local council can force you to carry out work to bring your home up to the tolerable standard.

<https://www.mygov.scot/landlord-repairs/tolerable-standard/>

Under One Roof

Common repair and retrofit support for tenement owners in Scotland.

Free information and guidance to help you keep your building warm, dry, and standing strong.

<http://www.underonerof.scot/>

Property Factors (Scotland) Act 2011

The Property Factors (Scotland) Act 2011 aims to protect homeowners by providing minimum standards for Property Factors. Homeowners are able to apply to the panel if they believe that their Factor has failed to comply with the Code of Conduct or otherwise failed to carry out their factoring duties.

<https://www.legislation.gov.uk/asp/2011/8/contents>

The Scottish Property Factors Register

The Property Factors Register was established under the Property Factors (Scotland) Act 2011.

The register lets you search online to find out:

- who the Property Factor is for a certain property address or area of land
- the contact details of a certain Property Factor
- the latest number of properties a Property Factor manages (based on information provided to the register as required by the Act)

<https://www.propertyfactorregister.gov.scot/PropertyFactorRegister/SearchResultPropertyFactor.aspx>

Tribunals (Scotland) Act 2014

The Tribunals (Scotland) Act 2014 created a new, simplified statutory framework for tribunals in Scotland, bringing existing jurisdictions together and providing a structure for new ones. The Act created two new tribunals, the First-tier Tribunal for Scotland and the Upper Tribunal for Scotland.

<http://www.legislation.gov.uk/asp/2014/10/enacted>

Edinburgh Block Management endeavour to provide relevant and appropriate information and guidance that may be of interest to owners. EBMs are not responsible if information is out of date or inaccurate. Individuals should ensure that they research all possible information to ensure that their property is safe and adhering to all relevant and up to date legislation and regulations available.

Debt Advice & Support:-

Advice Direct Scotland

Advice Direct Scotland provides free and independent advice to the citizens of Scotland. Work in partnership with a network of national organisations providing practical advice by phone, SMS, web chat, email, online and through social media on a wide range of issues such as debt, employment, welfare, and consumer advice. As well as offering traditional telephone-based advice can also offer advice via the website, webforms, webchat and Facebook chat.

<https://advice.scot/>
t: 08088009060

Money Talk Team Helpline

If you have any money worries, or if you are in debt and you want some advice, the Money Talk Team will be able to chat through your options and help you find the best way forward. If you are struggling to make your money last to the end of the week/month or worried about how you'll pay your bills, the Money Talk Team Service can help you ensure you're receiving the money you're entitled to and not paying over the odds for services.

You can access our webchat support service on our website.

<https://moneytalkteam.org.uk/>
t: 08000857145

Citizens Advice Scotland

Citizens Advice Scotland, the Extra Help Unit and our 59 member bureaux together form Scotland's largest independent advice network.

Advice provided by our service is free, independent, confidential, impartial, and available to everyone.

We look at the problems people bring to our advice services and campaign for change where it's needed most.

We work for a fairer Scotland where people are empowered, and their rights respected.

For advice contact your local Citizen Advice Bureau.

<https://www.cas.org.uk/>

Mental Health & Money Advice service

Support in Mind Scotland as part of Mental Health UK has developed Mental Health & Money Advice. We're here for anyone with a mental illness who is struggling with their money, as well as anyone whose financial problems are affecting their mental health.

While there are many excellent debt advice services available, this service is able to offer mental health support alongside advice.

Our website provides free and impartial information, support and advice for anyone affected by mental health and money issues. That includes support for friends, families, carers, and professionals working in the area.

<https://www.mentalhealthandmoneyadvice.org/scot/>

t: 03003231545

Christians Against Poverty (CAP)

CAP has been working in Scotland for over 20 years, supporting people to become debt free. We have a network of Debt Centres based in local communities across Scotland. Our FCA accredited service is free, person centred and open to anyone. We meet with people in the comfort and safety of their own home and stay with them every step of the way until they become debt free.

<https://capuk.org/>
t: 08003280006

Step Change Debt Charity

Step Change provides free and confidential advice, support, and information to people with problem debt.

<http://www.stepchange.org/>
t: 08001381111

The Advice Shop, Edinburgh

Welfare rights and debt advice for Edinburgh citizens. Free, impartial, and expert advice on all aspects of benefit entitlement and personal debt matters.

<https://www.edinburgh.gov.uk/benefits-grants/>
t: 01312002360

Money Advice Trust

The Money Advice Trust helps people across the UK to tackle their debts and manage their money with confidence.

<http://www.moneyadvicetrust.org>
t: 02074897796

Shelter Scotland

https://scotland.shelter.org.uk/housing_advice/money_help/debt_advice

Money Advice Scotland

<https://www.moneyadvicescotland.org.uk/>

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WSS Version History Amendments

(Jan 2025)

Pages throughout the document

Costs altered to reflect increase in rate of inflation & increased contractors costs for core services supplied.

Contents page expanded.

Grammatic modification carried out across the whole document.

[Additional Communal Tasks](#) – Edited

[Debt Collection & Recovery Procedures](#) - Edited

[Client Refund Requested](#) – Added

[How to End an Agreement](#) – Amended

[What Happens When A Property Is Sold](#) - Amended

[Complaints Resolution](#) – Edited

[Service Matrix](#) – **removed** bi-annual clean for 8 in stairwell

[Additional Charges Table](#) – updated to include Client Refund Requests

and Administration of Funds for Block Led Project

[Reporting Common & Emergency Repairs](#) – Updated, phone number changed

(Jan 2024)

Pages throughout the document

Costs altered to reflect increase in rate of inflation.

Contents page expanded.

Grammatic modification carried out across the whole document.

[Additional Communal Tasks](#) – Further explanation added.

[Voting/Quotes timescale](#) - explanations added.

[Additional Charges Table](#) – edited.

[Additional Communal Task Charges](#) – Financial Additional Communal Tasks in advance added.

[Financial Difficulties](#) – amended.

[Floating Fund/Building Maintenance Account](#) – updated.

[Insurance](#) – updates including removal of commission & limitations of liability.

[How to end an agreement](#) – amendments include: notice period reduced, addition of comment regarding abusive behaviour.

[Complaints Resolution](#) – amended.

[Definitions & Meanings](#) – amendments.

[Legislation Sources](#) – updated.

[Debt Advice & Support](#) – added.

(Jan 2023)

Pages throughout the document

Due to EBM changing address, this has been reflected.

Charges altered to reflect Annual Price Review and rate of inflation.

[Determination of when an owner's liability for certain costs arise](#) – paragraph inserted.

[Title Deeds](#) – Sharing the cost section added including Tenement Management Scheme information.

[Property Visits, Inspections and Block Meetings](#) – charge for extra meetings indicated.

[Reporting Common & Emergency Repairs](#) – Note regarding Urgent/Emergency works added.

(Apr 2022)

[Apportionment of Charges](#) - Insertion of paragraph re: Tenement Management Scheme

[Core Services - Roof Maintenance](#) Rewording of paragraph re: roof maintenance report

[Core Services – Further Explained](#) Rewording re: property inspections and management of core services. Rewording re: AGM's

[Property Visits, Inspections and Block Meetings We provide](#): Rewording of amount of visits/inspections/meetings per year

[How will owners be charged for communal maintenance?](#) Option A – change of price, Option B – change of price' Option C – removed/changed to Add on regular items

[Service Matrix](#) Insertion of specification regarding roof maintenance visits. Insertion of specification regarding quotes and estimates being issued to owners

[Additional Charges Table](#) Insertion of the table with charges detailed for specific tasks which had not been previously charged for but will now be chargeable.

[Additional Communal Tasks](#) - Removal of paragraph relating to additional maintenance.

[Urgent/Emergency Repair Process](#) - Rewording in paragraph 3 re: payment timescale of invoice.

[Reporting Common & Emergency Repairs](#) - Rewording under definition of Emergency

[Financial and Charging Arrangements](#) – annual increase notification

[Debt Collection & Recovery Procedures](#) – Insertion/updating of wording re: pursuit of debt and late payment reminders.

[Missing Shares](#) - Insertion of wording regarding City of Edinburgh Council Missing Shares Scheme.

[Financial Difficulties](#) - Removal of wording re payment plan.

[How to end the arrangement](#) - Removal and updated wording regarding property being sold or factoring agreement terminated.

[Communication and Consultation](#) - Insertion of wording regarding timescales for communication in emails and letters. Insertion of wording regarding the right to charge owners for admin costs regarding invoices and letters. Removal of wording re sharing contact details.

[GDPR](#) - Insertion of ICO reg no.(Information Commissioner's Office).

[Complaints Resolution](#) - Updated explanation and contact details for HPC FTT - Housing & Property Chamber, First Tier Tribunal.

(Oct 2020)

Pages throughout the document

Due to EBM registering for Value Added Tax, all references to costs (incl. any VAT) changed to (+VAT).