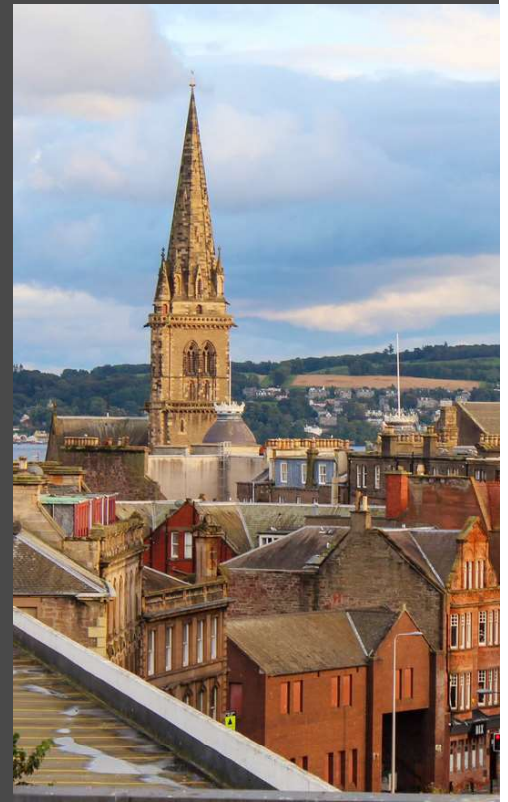


# Taylor & Martin

Bespoke Property Management

## Written Statement of Services



[www.taylorandmartin.co.uk](http://www.taylorandmartin.co.uk)

### Glasgow

4 Berkeley Street,  
Glasgow,  
G3 7DW

### Edinburgh

50 Queen Street,  
Edinburgh,  
EH3 3NS

### Dundee

58 Bell Street,  
Dundee,  
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## Introduction

This written statement outlines the terms and delivery standards for the provision of Management Services to Homeowners by The Factor.

This written statement has been produced in accordance with the requirements of the Property Factors (Scotland) Act 2011 and its associated Code of Conduct.

## 1. Definitions

### 1.1 In the Agreement:-

“Additional Services” means the additional services described in the Development Schedule;

“Agreement” means the arrangement for the provision of management services constituted by this written statement and the annexed Schedule;

“Common Parts” means the areas within the Development under shared ownership, as more particularly described in the Title Deeds;

“Complaints Policy” means the complaints policy provided in section 6.3;

“Factor” means Taylor & Martin Property Management Limited, registered under the Companies Acts (Company No. SC456447) and having their registered office at 6th Floor, Gordon Chambers, 90 Mitchell Street, Glasgow G1 3NQ, a registered Property Factor with Property Factor ID PF000493;

“Factor’s Float” means the float payable by Homeowners to the Factor;

“Development” means the area of land comprising the Properties and the associated Common Parts;

“Homeowners” are Homeowners as defined in Section 10 of the Property Factors (Scotland) Act 2011;

“Title Deeds” means the title deeds of the Properties noted in the Development Schedule.

“Management Fee” means the annual fee charged by the Factor to undertake the Core Services as outlined in the Development Schedule.

“Management Services” means the provision of maintenance, management and repair of the Common Parts of the Development, comprising both Core Services and applicable Additional Services;

“Core Services” means the core services described in the Development Schedule;

“Property Factor” means a property Factor as defined in Section 2 of the Property Factors (Scotland) Act 2011;

“Properties” means the properties contained within the Development described in the Development Schedule;  
“Property” means any one of them;

“Development Schedule” means the schedule annexed to this Agreement;

“VAT” means value added tax as provided for in the VAT Act and any tax similar or equivalent to value added tax or performing a similar fiscal function;

“VAT Act” means the Value Added Tax Act 1994;



## **2. Authority to Act**

2.1 The Factor is the Property Factor acting for and on behalf of all Homeowners within the Development of which your Property forms part. Appointment as Property Factor has been made as a result of either (i) appointment by a developer (ii) a decision made by the Homeowners in accordance with the Title Deeds (iii) custom and practice or (iv) formal business acquisition. Development Schedule outlines the basis upon which the Factor has been appointed.

2.2 The Factor has delegated authority to instruct for repairs and maintenance to be undertaken in the Common Parts provided that the anticipated cost to each Homeowner for any particular item of repair or maintenance does not exceed the sum stated in the Title Deeds, or such other sum as may be agreed by the Homeowners within the Development. This amount will be noted in the Development Schedule.

2.3 In the case of non-emergency repairs, if the anticipated cost of any such item of repair exceeds the sum stated in the Title Deeds, it shall be instructed and carried out in accordance with the relevant provision in the Title Deeds, and, at the factor's discretion, only after each Homeowner within the Development has paid their share in full.

2.4 In the case of emergency repairs (as defined by Property Factors Act 2011), the Factor will authorise repairs, whatever the value, and advise the Homeowners of the costs once known thereafter.

2.5 The Factor may be required to instruct "make safe" repairs in the case of an emergency where time is of the essence. The decision to treat a repair as an emergency will be at the sole discretion of the Factor based on the conditions and hazards present.

2.6 The Factor only appoints approved and authorised contractors and service providers to carry out works on behalf of Homeowners.

2.7 For the avoidance of doubt, this Agreement regulates the arrangements in place between the Factor and the Homeowners. The Factor will not take instructions from any tenant renting one or more Properties within the Development.

## **3. Services Provided**

3.1 The Factor offers to provide Management Services on behalf of the Homeowners within the Development.

3.2 The Factor shall undertake the Core Services.

3.3 The Factor is also able to offer Additional Services to Homeowners over and above the Core Services. An additional fee may be charged by the Factor, and all applicable costs shall be agreed by the Homeowners, and funding put in place, prior to the commencement of any works. The Factor shall calculate the apportionment of costs per Homeowner in accordance with the allocation outlined in the Title Deeds.

3.4 For the avoidance of doubt, the Factor's Management Services do not extend to areas within the Development beyond the Common Parts. The responsibility for maintenance and repair of the internal areas of each Property rests with the individual Homeowner.



## **4. Financial and Charging Arrangements**

### **4.1 Management Fee**

4.1.1 The Factor will charge each Homeowner an annual flat rate Management Fee for the provision of Core Services. The Management fee rate is outlined in the Development Schedule. The Management Fee and all administrative fees will be reviewed on an annual basis. Any change in the amount of the Management Fee or administrative fees payable will be communicated to the Homeowners giving not less than one month's written notice.

4.1.2 The provision of Additional Services does not form part of the Management Fee, and shall be charged separately by the Factor.

4.1.3 The provision of documents by the Factor relating to work undertaken or to be undertaken in the course of providing the Management Services, does not form part of the Management Fee, and the Factor reserves the right to charge an administration fee for posting any relevant documentation to Homeowners.

### **4.2 Apportionment of Costs**

4.2.1 The Homeowners are responsible for the cost of the maintenance and repairs carried out within the Development. Each Homeowner's share shall be charged in accordance with the Title Deeds. Where no definition exists for certain matters, the provisions contained within the Tenements (Scotland) Act 2004 shall apply.

### **4.3 Invoicing**

4.3.1 The Factor shall issue every Homeowner with an electronic invoice (paper version available on request at a surcharge of £5.00 plus VAT on a quarterly basis. Invoices are charged in arrears for costs incurred over the relevant period to cover the Management Fee, common service charges and any repairs.

4.3.2 Where applicable, Taylor & Martin will collect contributions on quarterly basis towards the Homeowner Development sinking fund. This will be held in an interest-bearing account in the name of the Development. All contributions are heritable to the Development and are non-refundable to Homeowners should anyone sell their property.

4.3.3 Invoices shall be rendered each year on a quarterly basis covering the periods up to the end of February, May, August and November.

### **4.4 Payment and Debt Recovery**

4.4.1 Invoices are due for payment on receipt of the invoice, with a reminder issued to Homeowners if payment is not received after 21 days. Should payment not be received following the 1st reminder, a 2nd reminder will be issued 28 days from receipt of the invoice. In the event that an invoice remains outstanding 35 days after issue, a late payment fee of £45 plus VAT is applicable to the Homeowner concerned for the additional administrative work and costs involved in the recovery of the debt. At this stage, we may engage our appointed solicitor to pursue the debt.

4.4.2 Invoices can be paid using any of the following methods:-

- By cheque made payable to Taylor & Martin Property Limited
- Debit card/credit card (with the exception of AMEX)
- Bank transfer
- Postal order
- Standing Order
- Via the Factor's Online Portal (details will be provided to Homeowners on request)

For security reasons, cash payments are not encouraged. If a Homeowner has difficulty making payment using one of the preferred methods, they should immediately contact Taylor & Martin to discuss payments due and agree how they will be paid.



4.4.3 Any disputed items on an invoice should be raised with the Factor within 7 days of receipt of the invoice. Undisputed items on the invoice must still be paid immediately on receipt of the invoice.

4.4.4 Any legal costs incurred in the recovery of debt will be charged directly to the relevant Homeowner(s).

4.4.5 Where it is necessary and considered to be in the best interests of the Homeowners, the recording of a Notice of Potential Liability for costs may be instructed on a property title. An administration fee will be payable by the relevant Homeowner.

4.4.6 Details of any outstanding Homeowner arrears can be made available to all Homeowners at a Homeowners meeting or upon request (subject to the requirements of existing data protection legislation).

4.4.7 Where debt becomes significant and impacts on the Factor's ability to continue to deliver the Management Services, we shall write to Homeowners notifying them of the suspension of any contractors' services until such time as arrears are cleared. The value of float may also be revisited.

4.4.8 If Homeowners have any financial concerns, you should be aware that free and impartial debt advice, support and information on debt solutions are available from not-for-profit debt advice bodies such as Citizens Advice. Taylor & Martin can also look into setting up payment plans to help settle your debt.

#### **4.5 Factor's Float**

4.5.1 Where the Factor collects a Factor's Float from the Homeowners within the Development, this will be held in a separate client bank account and separately accounted for. The Development Schedule outlines the sum of the float payable by Homeowners.

4.5.2 The Factor's Float shall be used to pay contractors and suppliers for work relating to the management and maintenance of the Common Parts. This is required as Homeowners are invoiced in arrears for Management Services and therefore the Factor's Float is used to pay suppliers until Homeowners are billed and payment is received.

4.5.3 Where proposed works exceed sums held in the Factor's Float, the Factor can request that Homeowners provide funding in advance of the commencement of any works

4.5.4 The Factor shall have the authority to use the money paid by a Homeowner to meet any debt owed to the Factor.

4.5.5 The Factor's Float will be refunded when a Homeowner sells their Property or on termination of the Management Services. The refund will be credited to the Homeowners final factoring invoice, and can be used to offset any outstanding balance on the Homeowner's account. A final factoring invoice will be issued to Homeowners within 6 months from date of sale. No interest will be payable on any float payments.

#### **4.6 Change of Ownership**

4.6.1 Homeowners shall notify the Factor of any changes in ownership of their Property as soon as reasonably practicable. On receipt of notification of such sale, the Factor shall liaise with the selling solicitors to respond to any questions or queries posed in relation to the sale of the Property. Once the date of sale is known, the Factor shall arrange to apportion the charges and sums due by the relevant Homeowner for the period to the date of sale.



4.6.2 A charge of £75 plus VAT will be made to the departing Homeowner to cover the administration costs incurred in calculating the apportionment of charges between the incoming and departing Homeowners. The charge will appear on the departing Homeowner's final invoice.

4.6.3 As some invoices may not be generated until after the date of sale, the final invoice, including repayment of the float, is produced some time after the date of sale to ensure that all outstanding costs are correctly split.

## **5. Insurance**

5.1 Where the Factor arranges buildings insurance for the Development, this is through an insurance broker. The rates for the building's insurance policy shall be reviewed annually. A copy of the summary of cover shall be made available to Homeowners on an annual basis following the review. The Factor reserves the right to charge Homeowners for providing additional copies of the summary of cover.

5.2 The policy excess is applicable to the claiming party solely or divided if multiple properties claim for an event not arising from a common source. The chargeable excess arising from a common source event (i.e. leak from a stack pipe or roof damage sustained in a storm) is divided amongst all units as a standard common works charge, regardless of the number of properties claiming for internal damages.

5.3 The Factor does not provide private contents insurance, which is the responsibility of individual Homeowners.

5.4 The Factor does not earn or charge any commission for arranging the insurance policy.

5.5 It is imperative that the declared value of the Development is accurate for the purposes of buildings insurance, to ensure that the policy will cover the full reinstatement of the Development in the event of total loss. The Factor will therefore arrange a revaluation survey to be carried out every five years as recommended as good practice in the Property Factors Act (Scotland) 2011 or in accordance with the Title Deeds. In the intervening years between a re-valuation, index linked increases will apply to declared values reflecting standard insurers' practice.

5.6 The frequency of re-valuations can be amended by the Factor as instructed by the Homeowners of the Development and/or in accordance with the Title Deeds.

## **6. Communication and Complaints**

6.1 Communication between the Factor and Homeowners can be made by telephone, email or by letter. The Factor endeavours to acknowledge receipt of all queries (whether raised over the phone or via email/letter) within three working days of receipt. Timescales for resolving any issues shall thereafter be agreed between the Factor and the Homeowner.

6.2 Taylor & Martin may provide Homeowner's information to third parties such as contractors and solicitors where necessary.

6.3 In the event that a Homeowner wishes to make a formal complaint, the Factor has a Complaints Policy which should be followed towards reaching a resolution as per the below:



## 6.4 Complaints Policy

In the unfortunate event that a Homeowner is unhappy with our services, you can request to intimate our Formal Complaints procedure to hopefully bring the matter to a satisfactory outcome.

We fully accept and understand that our service from time to time, may fall below the expectations of some Homeowners which is why we have such a procedure in place. This allows us to fully investigate and understand the nature of a complaint and to try and resolve the matter.

### Stage 1 Formal Complaint:

In the event that you are dissatisfied with our services, please request to intimate our formal complaint procedure whereby a Property Manager will respond to your queries in an effort to bring the matter to a satisfactory close. It is important that all formal complaints are intimated in writing (either by letter or email), providing a full timeline of events, along with any associated documents which have led to your dissatisfaction and how you would like Taylor & Martin to resolve the matter.

We will respond to all stage 1 complaints within 5 working days and will do our utmost to work along-side you to resolve the issue in question. If more time is required, we will advise you of the reason for this and when you can expect to receive our response. Alternatively, we would be delighted to meet in person in order to assist and resolve the matter as quickly as possible.

If following this process the Property Manager is unable to satisfactorily resolve your complaint, this would then be escalated to a stage 2 formal complaint.

### Stage 2 Formal Complaint:

At this stage, a "Formal Complaint Form" will be issued to the Homeowner for completion and returned to a Senior Manager no later than within 28 days of issue.

If you are still not satisfied, you can contact the Housing and Property Chamber, First Tier Tribunal for Scotland, who handle complaints against Property Factors in accordance with the Property Factors (Scotland) Act 2011. They can be contacted at:

Housing and Property Chamber First – Tier Tribunal for Scotland  
4th Floor 1 Atlantic Quay  
45 Robertson Street Glasgow, G2 8JB

**Telephone: 0141 302 5900**

**Email:**

**[HPCAdmin@scotcourtsribunals.gov.uk](mailto:HPCAdmin@scotcourtsribunals.gov.uk)**

## 7. Reporting Common Repairs

7.1.1 It is the responsibility of the Homeowners to promptly notify the Factor of maintenance or repair issues to be addressed in connection with the Common Parts.

7.2 Where works are required, Homeowners should contact the Factor using any one of the following methods of communication:-

7.2.1 by telephone to the designated property manager on the relevant office number noted on the front of this document;

7.2.2 by letter to your local office address as noted on the front of this document;

7.2.3 by email to your property manager,

7.3 Where an emergency repair is required, Homeowners should call the relevant office number. If the emergency occurs during office hours, the relevant property manager shall deal with the repair. If out with office hours, calls should still be made to the relevant office number where a member of staff will be on hand to assist.



2.1 Homeowners can also obtain the emergency number for contractors through the Factor's website. All charges incurred for attendance of a contractor will be apportioned in line with the Title Deeds.

7.4 An emergency repair is considered to be a repair which is necessary to prevent serious damage to the building, or immediate danger to health and safety such as flooding or fire of the Common Parts. In such circumstances, the Factor shall instruct the appropriate contractor and carry out such work as is necessary to "make safe" a hazardous situation.

7.5 Where a Homeowner calls the out of hours contractor to address an emergency repair to the Homeowner's Property, and which does not affect the Common Parts, the Homeowner is liable to pay the invoice in full.

7.6 Where a request to undertake routine repairs has been received, the Factor shall endeavour to take action within 5 working days, provided that the Factor has the requisite delegated authority to instruct the works. If the repair cost is considered to be in excess of the agreed limit, the Factor may be required to obtain quotations and if so, shall present these to the Homeowners for approval. The works will thereafter be instructed once the Factor is in sufficient funds. The Factor will liaise with the Homeowners to agree timescales for completion in such instances.

7.7 Where a request to undertake an emergency repair has been received, the Factor shall endeavour to take action within 24 hours receiving of notification. In some cases, it may only be possible to "make safe" hazardous situations within this time scale depending on the nature of the emergency.

## **8. Snagging**

Where the Factor has been appointed by a developer to manage the Development,

the Factor does not take responsibility for snagging issues on behalf of Homeowners, whether this be within the internal areas of any Property or Properties, or within the Communal Parts. For the avoidance of doubt, it is the responsibility of individual Homeowners to raise snagging issues with the developer directly, who should thereafter arrange for the issue to be resolved.

## **9. Declaration of Interest**

9.1 The Factor does not receive any commission, fee, payment or any benefit from any contractor or service supplier appointed by them on behalf of the Homeowners, nor do they have any financial or other interest with any contractors appointed by them.

9.2 The Factor will advise Homeowners if at any time it has or acquires a financial or other interest in the Development. Please refer to the Development Schedule.

## **10. How to End the Factoring Arrangement**

10.1 The appointment of the Factor as the Property Factor may be terminated in accordance with the provisions of the Title Deeds, or by the Factor, or by mutual agreement by the Factor and Homeowners, in each case upon giving not less than 3 months prior notice in writing.

10.2 Where this Agreement is terminated, the Factor will provide a final invoice to each Homeowner within 3 months of the termination date, unless there is a good reason not to (for example, awaiting final bills relating to contracts which were in place for works and services).

10.3 Where this Agreement is terminated the Factor will respond directly to any requests for any information relating to the Property including Homeowner contact details, from the incoming Factor.