

TERMS OF SERVICE & DELIVERY OF STANDARDS

The Property Factors (Scotland) Act 2011 came into force on 1 October 2012 and as your Property Factor, we are required to provide you with a written "Terms of Service and Delivery of Standards" which is intended to be transparent and easily understood. This written statement has been produced to enable Grant & Wilson Property Management Limited to meet our statutory obligations to you as the homeowner. Grant & Wilson Property Management Limited is registered as a factor with the Scottish Property Factors Register and our registration number is: PF000300 Central to the Act is a Code of Conduct for Property Factors which has been developed by the Scottish Government after undertaking extensive consultation. It recognises that Property Factors have a complex and wide ranging role and for this reason the Code has been organised into 8 Sections.

1. Written Statement of Services
2. Communication and Consultation
3. Financial Obligations
4. Debt Recovery
5. Insurance
6. Carrying out Repairs and Maintenance
7. Complaints Resolution
8. Other Statements

GENERAL OBLIGATIONS

- Grant & Wilson Property Management Limited (G&W) work on behalf of Owners to organise and arrange the maintenance of common property, landscaped areas, play parks, woodlands, cleaning, gardening, grass cutting, repairs to buildings, to name but a few and appoint the relevant Contractors and Service Suppliers.
- Instruct common repairs agreed and funded in advance by the Owners.
- Co-ordinate Trades involved in repairs.
- Liaise with other Property Managers/Owners of adjoining property in mutual repairs.
- Investigate complaints of unsatisfactory work.
- Pay accounts for Tradesmen, Insurances and Service Suppliers when due.
- Both Owners and G&W are governed by the Deed of Condition and supply Owners with quarterly accounts in February, May, August and November with invoices detailing what the charges are for and how they have been apportioned (as per the Deed of Condition). The accounts include: Management fees, all common repairs, buildings insurance, ground maintenance, common cleaning, administration costs and any other associated costs (if applicable).
- Checking Contractors and Service Suppliers invoices and apportioning to each Owner.
- Initiating and processing insurance claims relating to common property. If insurance is held on the Owner's behalf by G&W, we assume as Agents the necessary mandate to process claims arising against the insurance policy of the property. An excess will apply.

1. WRITTEN STATEMENT OF SERVICE

1. Dealing with Owner communications and enquiries.
2. Where required, to organise, arrange and attend meetings with Owners, Residents Associations, Committees, Contractors, Service Suppliers, Local Authorities and Insurance Agents/Loss Adjusters and any other parties in relation to the property or development.
3. Handling all Factor related correspondence in regard to the property or development with third parties on behalf of the Owners.
4. Arrange repairs and maintenance of common property and landscaped areas; play parks, woodlands etc. by appointing Contractor's and Service Supplier's.
5. Provide Owners with Contractor's Emergency out of Hours contact details as appropriate.
6. Properties will be visited periodically with a minimum of twice a year. Appropriate action to deal with any matters of a common or mutual nature, will be noted and acted upon. (Visits can be arranged by appointment with Owners if requested)
7. Advise Owners on maintenance, repairs, redecoration and improvements if necessary and organise and supply estimates.
8. Investigate any complaints of unsatisfactory work and address complaints of service received from Contractors and Service Suppliers.
9. Where a repair requires the services of more than one Trade, arrangements for several firms of Tradesmen to co-ordinate their work will be made.
10. Monitor and check the Contractors accounts when rendered, including the charge of VAT, and apportion the share of the cost due to each Owner, as per the Deed of Condition or default via the Tenements (Scotland) Act 2004.
11. Checking the accounts for insurances (if applicable), cleaning, gardening and all other outgoings and pay Contractors when due.
12. Allocating common charges to Owners for common works and services, Property Management fees and any statutory notice charges, repairs etc. on a quarterly basis.
13. Collecting and administering Owners advance funds i.e. contingency/sinking/reserve where applicable.
14. Monitoring and enforcing the debt recovery procedures (Section 4) for unpaid common charges as per G&W procedures.
15. Securing insurance cover through G&W's brokers, where appropriate for building insurance, lift insurance, public liability insurance, employer's liability, etc.
16. We will endeavour to guide and assist Owners in submitting applications for grants towards the cost of common repairs or improvements.

2. COMMUNICATION AND CONSULTATION

1. G&W will endeavour to respond to enquiries received in writing within 7 working days of receipt. If further time is required in regards to the enquiry the Owner will be notified in the preferred form of communication (letter, e-mail or telephone call) giving the reasons for the additional time required.
2. G&W will prioritise telephone calls and will return calls with 48 hours. (excluding weekends and public holidays)
3. G&W will endeavour to report Emergency matters on the same day or report routine repairs within 2 working days of receiving the call (outwith working hours or during holidays Emergency Contractor should be called). Report matters

requiring a quotation or inspection to a Contractor within 3 working days. We have a dedicated Maintenance Department that will effectively address and organise repairs they should be contacted on: Glasgow 0141 548 1873 /1853 or by Email: maintenance.glasgow@grantandwilson.co.uk. Edinburgh: 0131 555 3100 /7731 or by Email: maintenance.edinburgh@grantandwilson.co.uk.

4. New clients purchasing a property will be provided with all relevant information from their acting solicitor who should advise a Property Factor is in place and what their responsibilities are as per the Deed of Condition, which would be advisable to request a copy from your solicitor. G&W on receiving your Date of Entry will forward a Welcome Pack, which will include a breakdown of our annual charges, apportionment share, our duties, Terms of Service & Delivery of Standards etc.
5. G&W telephone service provides contact details of Emergency Contractors. Details can be found at www.grantandwilson.co.uk

3. FINANCIAL OBLIGATIONS

1. G&W will issue common charge accounts quarterly in February, May, August and November. The accounts include a detailed financial break down of charges and description of common works, repairs and services charged. Accounts are required to be paid in full within 28 days of being issued.
2. G&W have an accounts system in place which monitors payments allocated and due by Owners. If accounts remain unpaid after 28 days, a late payment fee of £15.00 + VAT will be allocated to your account. A late payment fee will be added to subsequent quarterly accounts until settled. Non-payment of accounts may have an impact on the funding of maintenance/repairs.
3. Our Management Fees cover the provision of our Management Services as per our Written Statement. We have a flat rate fee, which is reviewed as part of our annual budgetary process. If it is our intention to increase the Management fees, it will be based on a number of factors, i.e. staff costs, business overheads, inflation etc. We will notify you if it is our intention to increase our Management fees.
4. The apportionment share for maintaining your property is allocated as per your Deed of Condition or through default of the Tenements (Scotland) Act 2004.
5. A copy of Contractors/Suppliers accounts can be viewed at our offices within 14 days after issuing of accounts. (An appointment is required). If outwith the 14 days a charge of £5.00 plus VAT for each Trade invoice will be required. Copy of Owners accounts requested will be charged at £10.00 plus VAT each.
6. If you sell your property we will be requested to provide your solicitor with information in respect of your final account to complete the sale. This additional Administration work is outwith our normal common Management Fees. We will charge an additional Administration fee for these works which is £35.00 plus VAT, which will be advised to your solicitor.
7. Termination of services by either party will incur a final accounting fee for charges of £35.00 plus VAT per Owner.
8. Additional charges may occur due to major repairs required to the property. We will ingather competitive estimates for works and write to all Owners requesting a vote for their preferred Contractor. If the majority of Owners agree we will request funding to be paid in full, in advance, prior to the instruction of work/s.
9. Owners are required to pay a Float, this may be advised in the Deed of Condition and if not, Owners will be notified of the amount due by G&W. This will be based on the expenditure of the property. The Float is to meet the expenditure of maintenance and common charges of the property, during quarterly periods.
10. The Float will be replenished upon payment of the common account and then carried forward at the end of each accounting period. The deposit is held in a separate account and no interest shall be paid on the deposit.
11. If you sell your property, the Float will automatically be credited to your final account. If G&W's services are terminated, we can only refund Floats to Owners if we have the funds to do so.
12. Owners can make payment to accounts by: Direct Debit, Credit/Debit card, Cheque, Bank Transfer or in person to any of our offices. Details can be found at: www.grantandwilson.co.uk

Any additional charges proposed will be notified to Owners. Additional fees out with our normal Management of the property as advised in the Terms of Service & Delivery of Standards will apply i.e. Appointment of Surveyors, Architects, additional meetings, dealing with building Guarantees Warranties/Claims, Major Repair works, Council Repairs Scheme, Organise retrieval of CCTV footage etc.

4. DEBT RECOVERY

Non-payment of accounts will increase your liability through additional fees and may affect your credit rating. G&W will act reasonably at all times.

1. Our debt recovery is managed internally by our Paralegals, who may utilise additional services of Solicitors or Sheriff Officers as part of actions raised.
2. Quarterly Accounts are issued in February, May, August, and November – if accounts remains unpaid after 4 weeks a late payment fee of £15.00 + VAT will be charged to the Owner concerned for additional Administration work.
3. Reminders are issued 30 days after the initial/or quarterly account
4. Telephone Call: 7 days after the reminder
5. Follow-up Letter Issued: 5 working days after telephone call, requesting contact is made.
6. Notice of Potential Liability (N.PL) Letter: is issued only if contact is not made 5 working days after follow up letter. If a Notice of Potential Liability is recorded on the property title, all charges including an Administration fee will charged to the debtors account for a total of £120.00 plus VAT and a charge of £12.00 plus VAT for a Title Search. To discharge the Notice of Potential Liability, all charges including an Administration fee will charged to the debtor's account for a total of £120.00 plus VAT.
7. Diligence Letter Issued: 5 working days after Notice of Potential Liability letter.
8. Sheriff Officer's Attendance – will be charged at £65.00 plus VAT to £170.00 plus VAT including administration fee, depending on the level of debt owed. This cost will be allocated to the Owner concerned.
9. Other procedures may include Court Action, Judgements and Sequestration (Bankruptcy)
10. Charges for the above would be allocated on an individual basis depending on the actions taken.

11. If outstanding debts are irrecoverable and the Deed of Condition states that debts can be redistributed between all other Owners jointly, then we will reserve the right to act accordingly. G&W will supply a written report on the steps and actions taken to recover the sums due at the point of reallocation of debt.
12. If Owners fail to pay their accounts timeously, this may prevent G&W delivering or instructing repairs or providing services on behalf of Owners. The code of conduct assumes a mutual obligation from both Factor and Owner and can only be delivered effectively where Owners acknowledge their responsibility for their property. As Agents the Factor is not engaged to cover Owners costs

G&W aim to minimise the level of debt owed to us as to maximise the benefit of service we supply to Owners. We recognise that Owners sometimes have difficulty paying their accounts, contact can be made with our in-house Paralegals by telephone: 0141 548 1861/1874 or Email: glasgowdebt@grantandwilson.co.uk

5. INSURANCE

1. As per the Deed of Condition or agreement with Owners, G&W will arrange block building insurance. G&W will initiate and process insurance claims relating to common property. We will collate all estimates for repairs and instruct the Contractor as per the Insurance company instructions. An excess will apply.
2. Notifications of sums insured may not reflect current reinstatement value.
3. Owners are responsible to ensure their property is adequately insured for reinstatement value. If specified on the Deed of Condition G&W will instruct a survey for insurance purposes and if not we can arrange this on request and by a majority vote from Owners. This will incur additional charges paid in advance of each valuation undertaken.
4. A Common policy automatically includes for Bank or Building Society notes of interest.
5. Any improvements to property that materially alter same and may impact on a potential insurance claim must be notified in writing to G&W.
6. G&W have procedures in processing insurance claims for common and private works. A full hard copy of details can be supplied if requested or details can be found at: www.grantandwilson.co.uk
7. Schedule of the insurance policy is sent to all Owners every year. Insurance policy booklets held can be viewed on our website www.grantandwilson.co.uk or on request a hard copy can be sent by post.
8. G&W do not charge our Owners a fee for our Insurance services. However, we share with our Brokers a commission fee received from the Insurers for Administration and claims handling. Details of commission received can be supplied on request.
9. G&W are authorised and regulated by the Financial Conduct Authority and our registered number is 312482.
10. G&W reserve the right to charge a handling fee/commission for insurance policies through third party Brokers who are not on our panel. Insurance premiums will be payable annually and not quarterly in these circumstances.

INSURANCE CHARGES **1ST MAY (EACH YEAR)

28 November *	28 February*	28 May*	28 August*
Advance Payment	Advance Payment	Arrears Payment	Arrears payment

*= Quarter charge dates **= Insurance renewal date Example: Entry date 15th December Insurance Premium £100 annual

- 1st Account – Insurance 15th December to 1st May £28.77 (current Insurance year)
- 1st instalment 28th November advance of 1st May £25.00
- 2nd Account – (28th February)
- 2nd Instalment 28th February advance of 1st May £25.00
- 3rd Account – 28th May
- 1st instalment 28th May arrears of 1st May £25.00
- 4th Account – 28th August
- 2nd instalment 28th August arrears of 1st May £25.00

It is Owner's responsibility to ensure that they pay their common accounts on time especially if it includes the block Insurance premiums paid by G&W on your behalf. This may have an effect, if or when you have to raise an Insurance claim and there are outstanding common charges.

6. REPAIRS & MAINTENANCE

1. G&W has authority on behalf of all the Owners to instruct and have carried out repairs and maintenance to the common parts of the property, provided that the anticipated cost of any one item at the time when it is instructed will not exceed £350 + VAT or such other sum as shall be agreed between G&W and the Owners from time to time. Subject to as after mentioned, if the anticipated cost of any such item exceeds the above sum, it shall be instructed and carried out only when the work has been agreed by a majority of the Owners. After the submission of an estimate or estimates is provided by G&W to the Owners and funds by the Owners are received in full, G&W will instruct works. It shall be within G&W's discretion to instruct works at a cost exceeding £350 + VAT if they consider the expense to be justifiable on grounds of Health & Safety and to recover the costs thereof the same. G&W may act from time to time as the Agent of the insured Owner assuming the necessary mandate for claims arising against the insurance of the property. An excess may apply.
2. G&W will not accept responsibility for property maintenance, if we have no funds to carry out necessary repairs. It is the responsibility of Owners to ensure they have the funds in place to carry out repairs. G&W are Agents and are not responsible for the funding of maintenance or repairs.

7. COMPLAINTS RESOLUTIONS

1. G&W aim to provide our Owners with a reliable and efficient service at all times, however sometimes things can go wrong. When this happens we would like to know, in order that we can put things right. Building strong and lasting relationships with our Owners is important to us and we take the service we provide to you very seriously and will endeavour to deal with your complaint promptly.

2. When a problem arises in the first instance we ask that you give the employee concerned the opportunity to discuss your complaint or dissatisfaction informally. If you feel that your complaint is not being resolved then we ask you to proceed with the following steps.

STEP 1

Your complaint can be made in writing to: Grant & Wilson Property Management Limited, Customer Service Department 65 Greendyke Street, Glasgow G1 5PX or by e-mail to: customerservice@grantandwilson.co.uk

STEP 2

Once we have received your complaint, we will endeavour to acknowledge receipt of your communication within 5 working days by your preferred method of communication and request that our complaints form is completed and returned to the Customer Service Department.

- The Customer Service Department will then fully investigate your complaint raised.
- You will receive a full written reply within 21 working days.
- Our response will provide where appropriate, additional information, details of our investigation and a course of action to resolve.

STEP 3

In the unlikely event that you remain dissatisfied with the response you have received, you can write to: Grant & Wilson Property Management Limited Associate Director 65 Greendyke Street GLASGOW G1 5PX, who will endeavour to respond within 10 working days.

STEP 4

- If you are dissatisfied with this response received from the Associate Director, you can then place your complaint in writing to:
Grant & Wilson Property Management Limited, The Company Director, 65 Greendyke Street, GLASGOW G1 5PX

STEP 5

- If you remain dissatisfied with this 'final response' and you require independent advice we would suggest that you contact: Homeowner Housing Panel (HOHP). An application to the Panel must be in writing and an application form can be downloaded from their website **Homeowner Housing Panel (Applications and Determinations)(Scotland) Regulations 2012.**

IMPORTANT NOTES

We strongly advise not to withhold payment for our services. Nonpayment of your accounts will be subject to interest and late payment charges and may result in a Notice of Potential Liability being placed on your property.

If you are a Tenant renting accommodation that is managed by G&W and we are not your Letting Agent, you need to refer your complaint to your Landlord or Letting Agent.

8. OTHER STATEMENTS

- G&W act as Agent on behalf of Owners and in accordance with Deeds of Condition. The Deeds bind Owners to meet property obligations.
- The appointment of G&W may be terminated by the majority of Owners or by G&W upon giving not less than three months' prior notice in writing. Some terms of appointment/termination are in Deeds of Condition. If notice is given G&W will provide all financial information held, keys, guarantees etc. relevant to the development within the 3 month notice period.
- Under the terms of the Data Protection Act 1998 we confirm that we hold, on behalf of Owners or Tenants, either on computer or by written records, details of your personal address, bank account, current status of common charges, sum insured and, when applicable (Tenants only), references of similar obtained. This information is held by us as Property Managers on your behalf to ensure the undertaking of Factoring of co-owned or let property. The information held by us is kept for our sole purposes and we will not divulge personal or private details to any enquiring party without your written consent, except where there are legal obligations, contractual performance or through administration of justice.
- The Management fee payable is a fixed sum and represents the Agent's fee for providing maintenance, cleaning, gardening, building insurance, meeting Contractors, Owners attending AGM'S reviewing services, obtaining tender reports, undertaking annual review of building insurance, preparation and accounting to Owners on a quarterly basis and other services. Our charge is not made on time in line basis but on a fixed fee to cover the aforementioned items. Management Services will vary over the quarterly accounting period and during the 12 months and is payable on an equal share in accordance with our Conditions of Management.
- It is Owner's responsibility to ensure that the condition of the Property/ Development does not cause concern or pose a risk to third parties. Owners have a duty to inform G&W of any common works or required maintenance that causes concern.
- If advance funding is required by Owners for reports and maintenance then Owners will be notified of the apportionment share due in writing. If advance funding is received and for whatever reason such works do not proceed, the sums held by G&W will be refunded to the Owner/s.
- G&W employees will communicate with Owners in a polite and professional manner.
- G&W employees are not employed to be abused verbally by either telephone, face to face or in writing by Owners.
- G&W instruct Insurance Brokers to arrange both Buildings cover and Property Owners Liability cover with a range of Insurers.
- G&W do not receive any benefit from Contractors or Service Supplier appointed on behalf of Owners.
- All Contractors appointed by G&W have supplied us with their liability insurance, terms of hourly rate and call out charges.
- G&W will not be responsible for non-delivery of post or non-receipt of E: mails.
- These Terms of Service can be revised at any time. The revised terms automatically supersede previous terms and are adopted under which services, historic and current are held in our Terms of Service and Delivery of Standards. An updated copy can be found at: www.grantandwilson.co.uk or sent by E: mail or by post if requested.

Grant & Wilson Property Management Limited is registration as a Factor with the Scottish Property Factors Register: PF000300