

SELECT PREMIER LETTING LIMITED PROPERTY MANAGEMENT SERVICES (SPLPM)
SCOTTISH REGISTER OF PROPERTY FACTORS - NO PF000899



WRITTEN STATEMENT OF SERVICES

INTRODUCTION

In accordance with the Property Factors (Scotland) Act 2011, the following is our written statement setting out the terms and service delivery standards between Select Premier Letting Property Management Ltd, hereinafter referred to as SPLPM, and you, the homeowner.

In Accordance with the Property Factors (Scotland) Act 2011 Select Premier Letting Limited is a registered Property Factor. **Our Registration No. is PF000899**

(1) Authority to Act

At the time when you purchased your property, your solicitor should have discussed with you your conditions of title, including responsibility for repairs etc and any factoring or property management arrangements. You can obtain a copy of your title deeds from the Registers of Scotland, their contact details are 0845 607 0164 or customer.services@ros.gov.uk.

SPLPM Ltd operates as a property factor on behalf of the owners due to either:

- Operating as a Factor by custom and practice with no formal appointment existing
- Appointed as Factor by the developer/house builder of a property
- Appointed by a majority of owners within a development

(2) Delegated Authority

In addition to our general authority to acts as factors as described above, there are also certain provisions entitling us to instruct works without financial limit up to £120.00 per property. Where the proposed works fall outwith the scope of our delegated authority and exceed £120.00 we will write to each owner providing details of costs and circumstances and seeking majority consent/approval from owners within a development.

General Notes on Services

It is important to understand that SPLPM do not own the property therefore as homeowner, it is the homeowners' responsibility to communicate with us, your factor with issues and concerns relating to communal repairs/maintenance of your property. It is the owners'

responsibility to upkeep their property and provide the necessary funds to the factor for services provided.

SPLPM expects homeowners to notify them promptly of any common property requiring maintenance, repair or attention. This can be done in writing, by telephone or in person at their office, specifying the details of the property and matters requiring attention.

SPLPM as property factor to the homeowners appoints contractors, which they believe are suitable to carry out common works and services. Homeowners in majority can also provide chosen contractors of their choice.

SPLPM will provide upon request and where necessary details of contractors quotations for estimated cost of work requested, should the cost per homeowner be in excess of £120.00 – or some other figure agreed by your development.

Where homeowners place SPLPM with funds in advance of instructing common works and services and, for whatever reason, such common works and services are not instructed then any sums lodged will be refunded to the homeowners.

Please note all homeowners have an obligation to ensure their property is maintained. It is the homeowners' responsibility to ensure that the condition of the property does not pose any risk to homeowners or third parties.

Where we require written consent and advance funding to proceed with common works and services SPLPM will write to the homeowners providing details of estimates received and details of the work proposed, requesting homeowners' comments, instructions and/or funding, including written approval. The Tenement (Scotland) Act (2004) details legislation to allow for repairs to be instructed on the basis of majority agreement. We will not be able to instruct repairs on this basis without having the necessary funds in place. The role of a property factor is to organise and administer the maintenance, not finance it.

Core Factoring Services

We act as property factor on behalf of the co-proprietors (homeowners) and offer the following services relative to the property/land which the homeowners share in common ownership/and responsibility (common property):-

- As property Factor we will organise and administer the maintenance and cyclical repairs of the communal areas of your property by contractors and maintenance suppliers. The cycle set for redecoration, servicing, renewal of components, etc are all as recommended as best practice by the relevant professional and Government bodies and are reviewed in the light of the results of regular inspections. SPLPM will not enter into any agreement or contract with utility service companies – unless requested to do so by the Owners, in majority and in accordance with their titles – and have no association with any utility providers, who shall be responsible for collection of their own debts by owners.
- Dealing with complaints regarding unsatisfactory work or service carried out by appointed contractors and maintenance service.

- Administering contractors' and suppliers' invoices and apportioning the cost due by each homeowner and notification of utility invoices showing amounts due by owners.
- Exercising financial controls including payment of contractors and supplier's invoices (subject to the availability of homeowners funds).
- Issuing of common charges accounts to homeowners for common works and services, property management fees and insurance premiums.
- Dealing with homeowners' communications and enquiries.
- Attending periodic and annual general meetings of homeowners and providing advice and guidance on property factoring issues (where necessary/requested). Meeting homeowners, contractors, suppliers, insurance brokers, local authorities and other third parties in connection with titles (subject to additional fees where appropriate).
- Placing Insurance cover through SPLPM appointed insurance broker for Buildings, Property Owners' liability, etc.
- Administering Insurance claims relating to common property, where appropriate, under insurance policies placed by SPLPM on behalf of the owners and bondholders and note our broker has annual checks on this specialist market to ensure that the best quotation is provided for our customers, subject to our claims ratio.
- Implementing debt recovery procedures for unpaid common charges accounts including instruction of legal action proceedings.

Additional Services/Fees

SPLPM offer the following services which may incur additional costs (homeowners to be informed and agreement reached prior to commencement):-

- Assisting with extraordinary items of maintenance/repair etc considered to be of a substantial nature.
- Supply of copy invoices/statements and documentation.
- Additional workload relating to inherited Developer issues (Title problems).
- Liaising with solicitors acting on behalf of homeowners at change of ownership.

Financial & Charging Arrangements

Management Fee Current Standard Annual Charge is £120.00 +VAT (subject to modification)

The Management fee is for the provision of our factoring management service and is reviewed annually. Any increase greater than the rate of inflation will be notified to the homeowner in writing and will be based on any increased services supplied. Also, some developments require a reduced service and our fee will reflect this.

Communal works and services are apportioned and invoiced to each homeowner by SPLPM.

The exact share due in respect of your property is defined in your Title Deeds. However, it is generally the case that each property is responsible for an equal share of the costs. For example, if the roof is the common property of four flats in block of four, each owner will be liable for a one-quarter share of the costs of roof repairs. Your Title Deeds will detail the frequency of common charges, eg. quarterly, half yearly or annually.

When you sell your property, your solicitor will normally ask us to provide them with details of outstanding sums, expected repairs, which they require to complete the sale. We may charge a fee for this additional administration. Your solicitor will be notified and any fee will be charged on your common charges apportionment account.

Factor's Floating Fund

The property float (where appropriate) is refunded following the sale of a house or flat, or termination of factoring service, at the point of settlement of the final apportionment of common charges account, less any outstanding charges due at that time. The floating fund amount paid by homeowners may vary and should be set out in your title deeds or as advised by developer.

(1) Charging Arrangements

Billing and Collection of Payments

Annual accounts (where appropriate) provide Budget figures each year and detail the estimated costs/work expected for that year. If requested SPLPM can provide homeowners with copies of supporting contractor/service provider invoices or any appropriate documentation. A reasonable charge may be imposed for the administration and will be payable in advance by the owner.

Payment terms accompany common charges accounts and we offer various methods of repayment including Bankers Standing Order, Credit/Debit Card, Cheque/Cash or online Banking (we do not offer direct debit).

Our accounts are due for immediate payment as contractors and suppliers' invoices will have been/and continue to be paid on the homeowners' behalf. If you are disputing any items on your account, you should contact our office immediately to discuss the matter. We may allow you to withhold payment temporarily of the disputed amount until the matter is resolved, however all other items should be paid in full.

If one or more homeowner/s fails to pay any common charges account, property float or advanced funding requested, this may prevent SPLPM from delivering some or all of the main factoring services to other homeowners sharing the common property.

SPL Ltd has a system in place for monitoring payments due by homeowners.

(2) Debt Recovery

Each homeowner should be aware that they share a financial responsibility with their fellow co-owners and failure to contribute funds/settle common charges invoices will reduce the funds held for the property, which in turn could compromise the property maintenance, repair and general upkeep of the property.

We have a debt recovery procedure in place to pursue homeowners for non-payment of common charges incurred.

1. Our invoices are payable immediately unless standard order payments have been set up.
2. After a minimum of 28 days from the date of issue, if any invoice remains outstanding a reminder letter will be issued, requesting payment within 7 days by SPLPM. A fee of £15.00 will be added in respect of debt recovery/administration costs.
3. After a minimum of 21 days after the issue of the reminder letter, and the debt remains outstanding a notice of intention to commence legal proceedings letter will be issued. A fee of £15.00 will be added in respect of debt recovery/administration costs.
4. If the debt remains outstanding, the debt will be passed to legal agents to commence formal recovery. SPLPM legal agents will contact the debtor to confirm their instructions to recover the outstanding funds. Depending on your Title Deed conditions, associated legal/debt recovery costs may be recoverable from you.
5. Should the debt remain outstanding, SPLPM legal agents will issue a '7 day letter'. On expiry of the 7 day letter, court action will be instigated. Your Title Deeds will stipulate the interest payable on the outstanding amount due to SPLPM. If no rate of interest is noted in your Title Deeds the court rate of 8% per annum will apply. Associated legal/debt recovery costs may be recoverable from you.
6. Legal expenses relating to a court action for recovery of payment can vary, depending on the sum due and may be recovered from you as ordered by the Court Rules. If enforcement of any court Decree (Judgement) proves necessary sheriff officer fees will be incurred and you may be deemed liable for a proportion of their fees.
7. A Notice of Potential Liability may be registered against your property to protect SPLPM position in relation to the sums due to them. The notice must be satisfied in full to SPLPM prior to the Title being cleared and may prevent an owner from selling the property whilst there is an outstanding debt due to the factors. The Notice lasts for three years from the date of registration and can be renewed by being registered again before the expiry date.
8. Under current legislation, where there are delinquent payers within a development, the remaining owners may be deemed liable for sums outstanding together with any expenses incurred in pursuing factor debts that are deemed irrecoverable. Where appropriate these charges will be detailed on your development's common charges as debt recovery costs.

COMMUNICATION ARRANGEMENTS

General

SPL PM will communicate with homeowners in a polite, courteous and professional manner.

SPLPM staff are instructed not to deal with abusive or intimidating communications either by telephone, written or in person from any homeowner.

Correspondence by letter or email

SPLPM will endeavour to respond to written enquiries within 7 working days of receipt. If more time is required to respond the homeowner will be notified within that time.

Telephone Calls

SPL PM will endeavour to respond to telephone calls by the end of the next working day.

Repairs

(1) Emergency/ Urgent Repairs

We expect emergency/urgent repairs reported within office hours to be attended to **within 8 hours of notification** and that owners will grant the necessary consent for access to address any emergency issue with their property.

(2) Routine matters/repairs

We expect reported routine matters/repairs to be attended to **within 2 working days of notification**, if no replacement parts are required to complete the work.

(3) Estimates

If estimates are required, we request that the appointed contractor ensures that this information is submitted to our office **within 10 working days**. However, there may be circumstances out-with our control when timescales cannot be achieved (i.e. severe weather conditions, access restrictions, trade holidays etc).

Out of Hour Emergencies – This service is not part of our Agreement.

Appointment of Contractors as Agents for Owners

All routine instructions to contractors are given by us as “Agent” on behalf of the co-owners. We will only instruct contractors on your behalf who have provided the necessary public liability insurance. We accept no responsibility for defective workmanship or for works performed to an unacceptable standard. However, should you contact us and inform us that

you are dissatisfied with the standard of the completed work, we will contact the contractor on your behalf and make every effort to resolve the issue to your satisfaction.

Insurance Claim Procedure

SPLPM has procedures in place for submitting insurance claims and is available by hard copy upon request. Our insurance claims process is handled internally. SPLPM does not charge homeowners a fee for our insurance services, however we receive commission from insurers for administration and claims handling on their behalf. Details can be provided upon request.

Complaints Procedure

SPLPM aims to provide a property factoring service to our customers, which meets their needs and requirements. However, sometimes issues arise and in the event of a complaint being made which has not been resolved either in person or by telephone discussion, we request that you put your concerns to us in writing.

We aim to reply initially to complaints within 5 working days of receipt. However, dependent on availability of information and co-operation with third parties we may be unable to provide a full resolution within the timescale. Your correspondence will be acknowledged and an explanation given should this be the case.

If you are dissatisfied with the response, we require the provision of written confirmation of the reasons as why you consider the complaint as unresolved. The complaint will be considered by the Director, who will provide a full response within 21 days.

If we have confirmed our final decision and you are still unhappy with our response. You can submit your complaint to the Homeowners Housing panel, Europa Building, 450 Argyle Street, Glasgow G2 8LH.

Email: hohpadmin@scotland.gsi.gov.uk

Tel: 0141 242 0175

Fax: 0141 242 0141

DECLARATION OF INTEREST

SPLPM does not receive any commission, fee payment or any benefit from any contractor or maintenance service supplier appointed by them on behalf of homeowners, nor do they have any financial or other interest with any contractor appointed.

TERMINATION ARRANGEMENT

Either party, being the majority of homeowners or SPLPM may terminate the property factoring arrangement by giving no less than one months' prior written notice or earlier by agreement.

Home owners can call a meeting at any point to discuss and vote on a change of factor in accordance with the deed of conditions within your Title Deeds. In order for a change to go through, a majority decision would be required.

Where the property factoring arrangement is terminated by the owners, SPL PM will require evidence of the meeting called for this purpose and resultant minutes which have been distributed to all owners. SPLPM will provide final accounts and financial information to each homeowner relating to the homeowners' accounts due, within three months of termination and require that all debts to be repaid by the owners.