Written Statement of Services Revised Edition 2026

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Property Factor Registration Number: PF000175

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Introduction

In accordance with the Property Factors (Scotland) Act 2011 and its associated Code of Conduct (the Code), this statement sets out the terms and service-delivery standards of the arrangement between Shafaatulla Property Management Ltd (SPM) and all homeowners. All property factors have a duty to comply with the Code.

Shafaatulla Property Management Ltd is the property factor for your home and estate. We are a property factor as defined within Section 2 of the Act.

List of Standard Factorial Services

Repairs and Maintenance

- We will arrange all common repairs and maintenance in your building and any common land by instructing relevant contractors and service contractors on behalf of you and all other homeowners in your building.
- Where appropriate we will enter into agreements with contractors and service contractors, i.e., for back court maintenance plans and close cleaning. Where appropriate we will also arrange the employment and payment of onsite staff.
- We will arrange a mandatory annual roof and gutter inspection for each block we manage, up to the limit of £600 excluding VAT. The inspection will include gutter cleaning and repairs to the gutters and roof up to that value. This is intended to help homeowners meet insurance-policy requirements to keep the roof and gutters in a fit state of repair. We will circulate the appointed roofer's comments and recommendations. Before-and-after photographs will be available on request.
- If you or another homeowner complains about the quality of workmanship carried out at the building, we will make every reasonable effort to investigate and achieve a satisfactory outcome.
- For repairs or maintenance over £1,000 excluding VAT, we will normally obtain at least two estimates. SPM may submit one of the quotations where appropriate, and any interest will be disclosed. Works over £1,000 excluding VAT will proceed only with the authority required by the title deeds or applicable legislation, except where urgent action is reasonably required in an emergency. We may require cleared funds in advance for repair or maintenance works.
- Provision of advice on maintenance, repairs and improvements will be given if needed.

Insurance

- We will arrange appropriate common block buildings insurance through our appointed insurance broker, Howden UK Brokers Limited, where authorised by the required majority of homeowners.
- The insurance may cover the whole building, including the common parts, property owners' liability and other appropriate risks. Where no common block buildings insurance is in place, each homeowner remains responsible for arranging suitable insurance for their own property together with their share of the common property.
- We will notify Howden of insurance claims relating to common property covered under policies arranged through them.
- We will provide homeowners with the relevant claims contact information. Homeowners may also choose for SPM to assist with the management of their insurance claim and the arrangement of approved reinstatement works.
- Shafaatulla Property Management Limited is an Appointed Representative of Howden UK Brokers Limited under firm reference number 616405, who are authorised and regulated by the Financial Conduct Authority under firm reference number 307663. This can be checked on the Financial Services Register by visiting register.fca.org.uk. Howden UK Brokers Limited is registered in England and Wales under company registration number 02831010, registered address 1 Creechurch Place, London EC3A 5AF
- To help keep insurance costs competitive, SPM accepts a reduced commission from its insurance broker. An annual arrangement fee of £20 per property will be added to cover arranging suitable cover, administering renewals and providing ongoing insurance support.

Accounts

- Check all contractors and service contractors' invoices as per our instructions and ensure that they are arithmetically correct. This also applies to any estimates and quotations instructed by us. We will also ensure the correct level of VAT has been applied.
- Ensure all contractor invoices are settled in the specified timescales.

- We will issue invoices half-yearly or quarterly, depending on the arrangement for the building. Invoices will include the relevant works and services, contractor and insurance charges apportioned in accordance with the title deeds, and the management fee payable in advance.
- Collect and administer any cyclical maintenance funds and sinking funds.
- Employ legal action against any failure of payment of common charges. We will only do this once we have followed our debt recovery process.

Contractors

- We will engage independent contractors according to their expertise or as directed by you and the majority of homeowners in your building. We may also apply our own discretion, taking into account contractors' reliability, previous experience, and cost-effectiveness. Where appropriate, we reserve the right to use our own preferred contractors based on the specific requirements of the job to be completed.
- Communal stair cleaning and garden maintenance may be carried out by our in-house team or outsourced. Photographs of completed work will be available to homeowners for seven days after the service. Appropriate rosters will be signed and dated at the building entrance or rear-court entrance for inspection. Where stair cleaning is fortnightly, the service may take place up to two days before or after the scheduled day.

Administration

- Arrange periodic visits to the property.
- Be available to attend any homeowners' meeting.
- Help and provide assistance in the formation of any Property Owners' Association.
- Administer communications from you and other homeowners in your building during normal business hours.
- Administer communications and correspondence from third parties relating to management of the common property and building, including the local authority, neighbouring property factors and professional advisers.
- Attend ad hoc meetings with homeowners, contractors, professional advisers and others as reasonably required during our appointment.

Additional Factorial Services Available

- In addition to our standard factoring services, we offer optional services. These will be agreed with the relevant homeowners in advance, and the applicable fee will be confirmed on a case-by-case basis.
- When you sell your property, we will make the necessary apportionment of any insurances, repairs and other outgoings between you and purchaser and provide any information to the solicitors involved. The additional fee of £75 will be payable by you (the seller).
- Any maintenance plans for your building, proposed future works and any other issues relating to your building will be communicated through the selling lawyer.
- If there is a proposed major repair and there is a need of a professional survey to advise on building defects or any other matters, we can arrange this through the use of a chartered building surveyor.
- We can assist with grant applications for maintenance works and coordinate substantial repairs and maintenance.

SPM will provide the foregoing services on the following basis:

Authority to Act

Our authority to act and any level of delegated authority will vary from property to property. We will have three main ways of acting.

1. By custom and practice. There is no formal agreed level of delegated authority.
2. By a house builder or developer. These will be explained further in the relevant title deeds.
3. Appointment by a majority decision by the homeowners. There will usually be a more detailed description in the property title deeds. Our delegated authority will have been discussed at the homeowners meeting where the appointment was made.

The Scottish Ministers maintain a register of property factors operating in Scotland. All organisations that meet the definition of a 'property factor' in the Act must register. It is an offence to operate as a property factor without being registered.

Our Property Factor Registration Number is PF000175.

In accordance with section 13(3) of the Act, we include our registration number on all documentation issued to you.

Correspondence, Email and Telephone Calls

Normal business hours are Monday to Friday, 9.00 am to 5.00 pm, excluding public and statutory holidays.

- We will respond to written correspondence and emails within five working days. If further investigation is required, we will acknowledge receipt within five working days and advise when a full response is expected.
- We will aim to deal with telephone enquiries at the time of the call. Where a voicemail is left during normal business hours, we will aim to return the call within five working hours.

Appointment of Contractors as agent for Homeowners

- Routine instructions to contractors are issued by SPM as agent for the homeowners. Independent contractors must provide appropriate public-liability insurance, and we may seek references. Contractors remain responsible for their workmanship. SPM will investigate reported defects, pursue appropriate remedial action and continue to perform its own factoring duties with reasonable skill and care.
- Although we do monitor your building regularly, we still need you and all other homeowners in your building to report any defects or works needing attention. Repairs (emergency and non-emergency) can be reported via email to info@spmglasgow.co.uk or by calling 0141 404 5457. Any works which are classed as an emergency will be dealt with immediately; routine repairs will be dealt with in 7 working days of your or other homeowners' instruction. Any repairs requiring estimates will be dealt with in 10 working days.

Repairs and Maintenance Requests

To operate effectively as property factor, SPM has delegated authority to instruct each separate common repair or reinstatement work up to £1,000 excluding VAT without obtaining prior approval, subject to the title deeds and applicable legislation.

Repairs and maintenance issues may be reported by any homeowner or identified during an inspection. SPM will select an in-house or independent contractor suited to the work. For work under £1,000 excluding VAT, we will normally obtain at least one quotation. Work over £1,000 excluding VAT will proceed only with the authority required by the title deeds or applicable legislation. We may require cleared funds in advance. In an emergency, urgent protective work may exceed the delegated-authority threshold; homeowners will be informed as soon as reasonably practicable.

We will write to you and all other homeowners in your building as soon as possible after any emergency work is completed and advise of the scope of work that was involved. The decision to treat any repairs as an emergency will be made by SPM based on the conditions and hazards present. We will always treat you, our suppliers, contractors, and all other homeowners in your building in a pleasant and professional manner at all times.

Similarly, we expect you and all other homeowners in your building who have a query or complaint to display professional conduct at all times.

Contractors appointed will be expected to attend in the following timescales (Subject to Health and Safety and Regulations, weather conditions and access).

Incident	**Estimated Time Frame**
Roof repair emergency	**24 Hours**
Plumbing emergency	**6 Hours**
Electrical emergency	**6 hours**
Roof repair non-emergency	**7 Days**
Plumbing non-emergency	**5 days**
Electrical non-emergency	**5 days**

The above response times apply only to common-property issues and are indicative. They remain subject to health and safety requirements, weather, access and contractor availability.

Homeowners should take reasonable care to ensure that their property does not create a risk to other homeowners or third parties.

Out of Hours Emergency Repairs

For a communal emergency outside normal business hours, call 0141 404 5457 and follow the recorded instructions for the relevant emergency contractor. Emergency contractor details may also be displayed at the front or rear entrance of your building. If necessary, you may contact your property manager, Shoaib, on 07725 167497.

Out-of-hours emergency work normally costs more than work carried out during normal business hours. If you cannot access the emergency service, you may appoint a contractor to take reasonable steps to mitigate loss or damage and submit any common-repair invoice to SPM for consideration. If an emergency call-out is later found to concern a private matter, or to have been made unreasonably, the cost may be charged to the homeowner responsible.

Contract Repairs and Maintenance

For any repairs under contract, more details can be provided for service levels under this category by request.

Major Repairs

Major repairs and extraordinary works will be discussed with homeowners in advance and in appropriate detail. We will obtain quotations within the agreed timescale, and the approved quotation may require advance funding before work proceeds. If proposed work does not proceed, funds collected for that work will be returned, subject to any properly incurred costs. Voluntary improvements will require the level of agreement specified in the title deeds or applicable legislation.

Insurance & Commission

As required under the **Tenements (Scotland) Act 2004**, every owner within a tenement has a legal obligation to maintain adequate buildings insurance for the reinstatement value of their property together with any associated common parts. This obligation may be satisfied through participation in a common block buildings insurance policy arranged for the entire building.

It is your statutory duty to insure against prescribed risks, including fire and flood.

It is the homeowners' responsibility to ensure the declared building sum insured is adequate.

Reinstatement valuations are not carried out by SPM but can be arranged through an independent chartered surveyor. We recommend that valuations are updated at least every five years.
Buildings insurance does not include contents insurance.

Shafaatulla Property Management Ltd arranges common block buildings insurance through its appointed insurance broker, **Howden UK Brokers Limited**.

The insurance policy will normally be issued in the name of the proprietors and co-proprietors of the factored building (care of Shafaatulla Property Management Ltd), with the factored property recorded as the insured risk address.

A summary of the insurance schedule will be issued to homeowners. Full policy documents, schedules and policy summaries are available by email or hard copy upon request.

For general insurance enquiries please contact:
Howden UK Brokers Limited
Telephone: **0131 561 2450**
For new insurance claims please contact:
Claims.Scotland@howdeninsurance.co.uk
Telephone: **0131 553 2293**

SPM may receive commission from Howden UK Brokers Limited in connection with insurance policies arranged on behalf of homeowners. Details of any commission are available upon request.

Howden may charge an arrangement fee in relation to placing the communal buildings insurance policy. Any arrangement fee or finance charge will be included within the total insurance premium and apportioned amongst the relevant homeowners in accordance with the title deeds.

Insurance Reinstatement Valuations

Where SPM arranges common block buildings insurance, an independent professional reinstatement valuation will normally be obtained at least every five years. The resulting declared value will be used for the block policy and will normally be index-linked annually. Homeowners remain responsible for satisfying themselves that the building sum insured is adequate.

Insurance Excess

Where an insurance claim has been made, the level of excess will be shared amongst you and all other homeowners in your building if the insurance claim is a communal issue or involves any element of common issue.

The only time an excess will not be shared amongst you and all other homeowners in your building is if the insured event is only limited to the one affected property that has made the claim. The owner of the affected property will be liable for the excess.

If more than one property is affected by an insured event, each property making an insurance claim may be deemed as a separate/individual insurance claim, and an excess will be applicable to each insurance claim. This is conditional on your insurance policy wording.

In this case the affected homeowner(s) will be liable for the insurance excess and must pay this excess at the same time the claim is settled.

Communal Charges and Management Fee

Charges for common work will be apportioned in accordance with the title deeds or applicable legislation. Each invoice will provide a breakdown of the total cost and the homeowner's share for the relevant period. A copy of the supporting contractor invoice, including an SPM invoice where applicable, may be requested within four weeks of issue. A reasonable administrative charge may apply to later requests for copies.

Our management fee is for the provision of our management service as agents acting on your behalf. We will try and keep our management as low as possible and always aim to be competitive.

The management fee will always be stated as an individual charge. If the management fee does increase, we will give you and all other homeowners in your building 6 months' notice of any management fee increases.

Management fees are charged every 6 months, or quarterly depending on the factoring arrangement with the building.

Management fees may vary from block to block and will be different for commercial properties.

SPM encourages all property owners to sign up for email communications. This ensures that you receive important updates and invoices quickly and efficiently, while also supporting our commitment to protecting the environment.

If you prefer to receive hard copies of our communications and invoices by post, please note that a fee of £10.00 will apply per invoice cycle date. This charge covers the additional administrative, stationery, printing, and postage costs.

To update your communication preferences, please contact us on info@spmglasgow.co.uk

Schedule of Charges

Charge	Amount	When it applies
Annual management fee – homeowner	£190 per year	Reviewed annually and charged half-yearly or quarterly, depending on the building arrangement.
Annual management fee – commercial property	£190 per year	Reviewed annually. A different fee may be agreed for a particular commercial property or development.
Paper invoice and correspondence charge	£10 per invoice cycle	Applies where paper communications and invoices are requested instead of email.
Sale-of-property administration	£75	For the final common-charges account, apportionment and information supplied to the selling solicitor.
Late-payment administration	£30	Applied after the payment period and reminder period described in the debt-recovery procedure.
Notice of Potential Liability	£250	Legal and administration charge where a Notice of Potential Liability is registered following the stated recovery process.
Late requests for invoice copies	Reasonable charge	May apply where supporting invoice copies are requested more than four weeks after issue.
Additional factoring services	Agreed in advance	Quoted case by case before the additional service is instructed.
Out-of-hours emergency attendance	Contractor's applicable rate	Out-of-hours contractor costs are normally higher than standard working-hours rates.
Insurance arrangement or finance charge	As charged by Howden	Included within the total insurance premium and apportioned in accordance with the title deeds.

All variable charges will be confirmed where reasonably practicable before the relevant service is instructed. Contractor costs, insurance premiums and common-repair costs are separate from SPM's management and administration charges and are apportioned in accordance with the title deeds or applicable legislation.

Float and Cyclical Maintenance Funds

A non-interest-bearing float may be required from you and all other homeowners in your building. This is so we can pay for the day to day charges incurred factoring your building. The float will be charged and required in your first invoice.

This float will be refunded when on the sale of your property or when we are terminated as your property factor. There may be deductions made before the float is returned in order to settle any outstanding charges. The float is held in a separate account from SPM.

Any cynical maintenance funds will be held in an interest- bearing account and in joint name of the homeowners

Invoice Terms

Factoring invoices are issued every three or six months, depending on the arrangement for the building. Invoices will be sent to the correspondence address recorded on your account. Where an authorised letting agent is recorded, invoices may be copied or sent to that agent in accordance with your instructions. We normally issue invoices by email; paper copies are available on request and may attract the stated postal administration charge.

The annual management fee is £190 for homeowners and £190 for commercial properties. These charges are reviewed annually.

All invoices are due for payment within 28 days and can be paid in methods shown in the back of your invoice. If your invoice is still outstanding after 7 days of sending you a reminder (the reminder will have been sent out to you after the first 28 days of the original factor invoice have lapsed, and no payment has been received in full), a £30 administration fee will be added. If the invoice is still outstanding following the reminder - and a further 7 days have lapsed - we will serve a Notice of Potential Liability against the title of your property. A charge of £250 will be applied to your factor account to cover the legal and administrative costs involved in doing this.

Any interest, legal charges and other reasonable costs properly incurred in recovering unpaid factoring charges may be added to the relevant account in accordance with our debt-recovery procedure. Where permitted, we may notify a mortgage lender of material arrears. Outstanding factoring charges do not, by themselves, remove a homeowner's right to notify a valid insured event; the handling of any claim remains subject to the policy terms and the insurer's decision.

Your factor account must be free of any Notice of Potential Liability (in your title deeds), paid in full (including the insurance premium) or you must be making a reasonable monthly payment towards your factor account. This does not affect any common insurance claims that may arise.

If you are having difficulty paying your factoring charges, please contact your property manager promptly to discuss a suitable payment arrangement.

Debt Recovery Procedure

A copy of our written debt-recovery procedure is available on request. Unpaid factoring charges may affect our ability to provide services to the building. Where lawful and necessary to manage common liabilities, we may share proportionate information about arrears with other homeowners who have a common interest in the property, while respecting data-protection requirements.

If a debt cannot be recovered after reasonable recovery action, it will be charged to other homeowners only where they are jointly liable under the title deeds, applicable legislation or another binding arrangement, and in accordance with our written debt-recovery procedure. Court action is a last resort and will be considered only after the affected homeowner has been notified. Our full complaints procedure is available on request.

Complaints Procedure

Complaints about the management of common property or SPM's factoring service should first be raised with your property manager. If you remain dissatisfied, submit the complaint in writing to the Director. We will issue a written response within 14 days. If more time is reasonably required, we will explain the reason for the delay and provide a target date for our final response. After giving SPM a reasonable opportunity to resolve the matter, a homeowner may apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) in accordance with the Property Factors (Scotland) Act 2011.

Post	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@scotcourtstribunals.gov.uk
Website	www.housingandpropertychamber.scot

Any complaint made about the quality of a contractor's workmanship carried out to your common property will be taken very seriously and we will contact the company involved until the issue is resolved.

Declaration of Interest

SPM will Inform you If at any time It has or requires financial or other Interests In your property.

In accordance with Section 3(2) (e) and Section 7(3) (a-b) of the Act we are required to provide details of any dwelling house, flat or land that we either expect to act for, may currently act for or previously acted for in order to allow for any public search of a specific property address and / or land record to be undertaken on the Register of Property Factors.

As we also offer a letting service, we may manage one or more flats in your building. You can get more information on which property we manage by calling us on 0141 404 5457.

We do not receive any commission, fee, discounts, or any further benefits from any of the independent contractors or independent service providers appointed by us on behalf of you and all the other homeowners in your building, with the exception of Insurance commission.

How to End the Agreement

Homeowners may terminate our appointment by following the procedure set out in the title deeds or applicable legislation, including the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004. Where no applicable mechanism is provided in the title deeds, the statutory decision-making rules will apply. Our appointment is otherwise on a month-to-month basis and may be ended on one month's written notice where the required authority has been obtained. We will issue a final invoice as soon as reasonably practicable and make the financial information relating to the account available within three months of termination, unless there is a good reason for delay.

We will support a smooth transition to another property factor or to self-factoring. Subject to data-protection law and any applicable confidentiality obligations, we will provide the financial and other information reasonably required for the transition.

Data-protection legislation restricts the disclosure of personal data. We will disclose personal data only where there is a lawful basis to do so.

We may terminate the property-factoring arrangement on three months' written notice, or earlier where permitted by the title deeds, applicable legislation or a material breach of the arrangement. Following termination, we will make the financial information relating to the account available within three months, unless there is a good reason for delay, such as awaiting final contractor invoices.

Professional Indemnity Insurance

SPM ltd holds public liability insurance and professional indemnity insurance. More details are available on request.

On Sale of Your Property

If you are selling your property, your solicitor should inform us of the change of ownership at least 14 days before settlement. When your solicitor confirms the change of ownership, we will:

- Prepare a final common-charges account and any necessary apportionment.
- Provide further information reasonably requested by your solicitor, such as insurance details and information about outstanding repairs.
- Charge an additional fee (£75)

The information we provide is intended to assist you in meeting your legal obligations. You and your solicitor remain responsible for ensuring that all information required by law or the sale contract is provided to the purchaser. The final common-charges invoice is payable on settlement. Any outstanding balance may be shown in the final account and pursued in accordance with our debt-recovery procedure.

Data Protection

We take Data Protection very seriously. We want you to know you can trust us to respect your privacy and keep your personal information safe. Our registration reference with the Information Commissioner's Office's Public Register is ZA621644.

Our Privacy Notice is available to view at www.spmglasgow.co.uk or in hard copy upon request. It tells you exactly what information we collect, how we collect it, what we use it for, with whom we share it – and how we will keep it safe.