



SHAFATULLA PROPERTY MANAGEMENT

Written Statement of Services

Revised Edition 2023

Contact Information

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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 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 (not including VAT). The inspection will involve a gutter clean and repair up to the value of £600 (of the gutters & roof). This is to ensure your homeowners insurance policies clauses are met that the roof and gutters are kept in a fit state of repair. Comments and recommendations from our appointed roofer will be sent to you and all homeowners in your building regarding the state of your roof. Photos of before and after are available on request.
- If you or a homeowner in your building makes a complaint about the level and quality of any workmanship carried out in their building, we will make every effort to resolve and come to a satisfactory outcome
- Where we have to coordinate any repairs or maintenance – over the value of £1,000 (Not including VAT) – a minimum of 2 estimates will be obtained. We may provide a quote from SPM as a quote. Any works over this value of £1,000 (Not including VAT) will only proceed with the authority of the majority of homeowner's vote (or as stated in your title deeds). We reserve the right to ask for cleared upfront funds from you and all other homeowners in your building for any repairs or maintenance work over or under the value of £1,000 (Not including VAT).
- Provision of advice on maintenance, repairs and improvements will be given if needed.

Insurance

- We will have in place appropriate common building block insurance arranged through our independent insurance broker. Insurance cover put in place may be for the whole building including common parts, property owner liability and engineering etc. Common building block insurance policies will only be arranged with the authority of the majority of homeowner's vote. Where there is no common block building insurance in place; you and each homeowner in your building will be responsible in insuring your own property and common property.
- Intimating insurance claims relating to common property covered under insurance policies placed by our insurance brokers.
- Providing you and all other homeowners in your building with contact claim information for our insurance brokers Kelvin Smith Insurance Brokers. You can choose for SPM to deal with your insurance claim wholly using our approved insurance contractors.

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 invoice you and all other homeowners in your building half yearly or quarterly (depending on the agreement with the block), which will include all relevant works and services carried out to your building. The works of contractors and insurance(s) premium will be apportioned according to the title deeds requirements. Our management fee (payable in advance) will also be included in the invoices.

- 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 use independent contractors based on their level of expertise or as directed by you and the majority of all other homeowners in your building. We may also use our own judgment based on the contractors' reliability, past experience and cost. We may use SPM based on the job required to complete also.
- Communal stair cleans and communal garden maintenance will be carried by our own in-house contractors (SPM) or Scottie Cleaners. Pictures of the works completed will be available to all homeowners for a period of 7 days after the clean and maintenance has taken place. The appropriate rosters will be signed and dated at your building entrance or rear court building entrance for your and all other homeowners' inspection. Where the stair clean is on a fortnightly basis, we reserve the right for the stair clean to be carried out up to 2 days later or earlier than the day it is due.

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 your, and all other homeowners in your building, communications daily.
- Administer communication and correspondences from third parties relating to the management of the common property and building. These will be the local council/authority, neighboring factor managers and professional advisors etc.
- Attending ad hoc meetings of homeowners, contractors, professional advisors, and any others as required during our tenure as the management agent.

Additional Factorial Services Available

As well as our standard factorial services, we also offer additional factorial services. These services will be agreed with you and all other homeowners in your building in advance, and an extra fee will be payable based on the additional service needed. The fee is dependable and is based 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.

A register of Property Factors operating in Scotland is maintained by the Scottish Ministers. All organisations who meet the definition of a 'property factor' as set out in the Act are required to 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 from 9am to 5pm (excluding public and statutory holidays)

- Any written correspondence or emails will be addressed within 5 working days of receiving your correspondence. If the query results in more investigation being carried out, we will at least acknowledge your correspondence within 5 working days and outline when a final response will be likely.
- Phone call enquiries will be usually met there and then. If, however you are directed to our voicemail service, your call will be returned within 5 hours.

Appointment of Contractors as agent for Homeowners

- All routine instruction to contractors is given by us as an 'Agent' on behalf of you and all other homeowners in your building. Any independent contractor instructed will have provided any necessary public liability insurance. We may also ask for references from our contractors. SPM will not accept any responsibility for poor or defective workmanship from our independent contractors. However, we will try our utmost to rectify the poor workmanship. This is something we take very seriously.
- 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

In order to operate as an effective factor SPM will have delegated authority to carry out and instruct repairs and maintenance up to the value of £1,000 (without VAT). This limit applies to each separate common repair or reinstatement work without the prior approval of you and all the other homeowners in your building.

Repairs and maintenance issues can be highlighted by any homeowner in your building or brought to our attention during our own inspections. We will use either our own in-house contractors, SPM, or choose an independent contractor depending on the contractor's experience. At least 1 quote will be obtained for any repairs or maintenance works under £1,000. Any repairs or maintenance work over £1,000 (without VAT) will only be carried out if we have a majority of homeowners in your building agreeing. We reserve the right to ask for cleared upfront funds from you and all other homeowners in your building for any repairs or maintenance work over the value of £1,000 (without VAT). Sometimes in an emergency we may be in a situation where emergency works takes us over the £1,000 (without VAT) threshold.

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

Please note that the above timescales and contractors refer to common issues only and are guidance time frames only.

All homeowners should do their best that their property does not cause any risk or issues to other homeowners and third parties.

Out of Hours Emergency Repairs

If you have a communal emergency out of hours - then please call 0141 404 5457. You will then hear a recorded message with all the relevant contractor's details. Also, please note that there will be a list of emergency contractors in the close front or rear entrance of your building. In addition, you may also call your property manager's mobile number - Shoab 07725 167497 - in the event of any emergency anytime.

It is worth noting that out of hour emergencies are charged higher than normal hours. If you experience difficulty with this service, please do not hesitate to appoint your own contractor of your own choice to mitigate any loss or damage. You can pass on any emergency common repair invoice to us for consideration of payment. In the case where a communal call, out has been made by you or any other homeowner in your building - and this is later deemed inappropriate or a private rather than communal issue then a charge may apply to you or the homeowner who made the call.

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 you and each homeowner in your building in advance and in thorough detail. There may be a lot of written communication in this type of works. There will also be several quotes to consider, and any prevailing quote will need to be funded in advance by you and all homeowners before works proceed. We will obtain quotes within the timescales agreed with you and all other homeowners in your building. If any proposed work does not go ahead, for whatever reason, then any fund paid by you and homeowners in your building will be refunded. Please note that a voluntary repair can only be arranged if all owner's are in agreement.

Insurance & Commission

As the Tenement Scotland Act 2004 states, there is an obligation on each owner of a tenement/apartment building to take out a comprehensive buildings' insurance contract for the reinstatement value of that owner's flat and any common parts attaching to that flat. This obligation may be satisfied in whole or part any way of a common policy of insurance arranged for the entire block. Please note:

- It is your statutory duty to insure against prescribed risks, such as fire or flood (see section 18 of the Tenements (Scotland) Act 2004, and the Tenements (Scotland) Act 2004 (Prescribed Risks) Order 2007 (SSI 2004/16)).
- It is the group of homeowners' responsibility to ensure that the sum insured is adequate.
- Property valuations for building insurance are not undertaken by us. This service may be arranged with a third-party valuation surveyor, upon the instruction of, or through consultation with, the group of homeowners. It is recommended for re-valuations to be undertaken at least every 5 years.

We place block insurance policy through our independent appointed insurance brokers. Our chosen Insurance Broker are Kelvin Smith Insurance Brokers Ltd, who are authorised and regulated by the financial services authority - we are

an appointed representative of Kelvin Smith Insurance. Their contact number is 0141 429 5116. The name on the insurance policy will always be in the bondholders and co proprietors of the building factored (c/o SPM Ltd), with the address of building we manage been referred to as the 'risk address'. Insurance policies, summaries and specific property schedules are available via email (please email info@spmglasgow.co.uk) or as hard copy via post.

We receive commission from our insurance broker. More details are available on request.

Any finance charges incurred in arranging the communal insurance policy will be added to the total premium and shared amongst all owners.

All homeowners must tell us if they are renting their flat/property. Homeowners must also state the type they have (professional, DSS, housing benefit or company let). If we are not advised of the tenancy type we will chase professional let as default.

Insurance Reinstatement Valuations

If we place common block building insurance for you and all other homeowners at your building; a professional reinstatement value for your building will be carried out every 5 years to your building through a professional survey. The figure in this survey will be the declared value used in your building's block insurance policy. It is your and all the other homeowners' responsibility to ensure that the building sum insured is adequate, and that you are satisfied with the building sum insured used. The building sum insured (declared value) will be linked every year.

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

Homeowners' charges for any communal work will be worked out using a percentage or fraction (as directed by your title deeds). Your invoice will show a full breakdown of the total charge of any communal work carried out and the relevant homeowners share during the stated financial period. You can request a copy of the invoice from the relevant contractor (including SPM) for the communal work carried out, within a period of 4 weeks from when the invoices are sent out. These invoices can be sent out via email or in a hard copy. A reasonable charge may be charged for copy factor Invoices and contractor invoice copies sent out after the 4-week period.

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.

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

Invoice Terms

All factor invoices relating to your account and property are sent out every 3 or 6 months (depending on the agreement with the block). The invoices will be sent out to your property address or to the landlord's address if the property is rented out. If the property is registered to a letting agent on the Scottish Govt. website - <https://www.landlordregistrationscotland.gov.uk>, we will send out all factor invoices to your letting agent. We email your invoice at your request, however, can post Invoices at owners' request.

The annual management fee is £139.90 for homeowners and £139.90 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.

Interest associated legal charges and charges associated to the recovery of unpaid factor bills will be accruing within your factor account and will be directly charged to you. We also reserve the right to inform your mortgage lender regarding outstanding communal and common insurance charges you have with us. You may be in breach of your mortgage contract and conditions if you do not pay your common building insurance premium and common repair/maintenance charges. Any private insurance claims (within a whole building block insurance policy arranged through our brokers) cannot be made whilst having a Notice of Potential Liability against your title deeds, or if there is an outstanding amount within your factor account.

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 in paying your factor bill, then please contact your property manager (Shoaib) immediately to make a suitable payment arrangement.

Debt Recovery Procedure

A copy of our written debt recovery procedure is available on request. When you or a homeowner in your building fails to settle their factor account in a timely manner it will have a detrimental effect on our ability to provide the standard factorial services. In some cases, we may share information about the level of debt with other homeowners in your building who have a common interest in the property.

If, after exhausting all legal means, we cannot still recover the debt from you or a homeowner in your building we may spread the debt amongst all the homeowners in the common property. We always seek to proactively have a good relationship with you and all our homeowners. Taking legal court action will be our last resort to recover any monies owed. Any court action will only be done after informing the affected homeowner of our intent to take legal action. Our full complaints procedure is available on request.

Complaints Procedure

Any complaints regarding your common property, or us as a factor, should always be made to your property manager first. If you are still dissatisfied with the outcome of your complaint, then your complaint should be made in writing to the Director of the company. The director will then write out to you within 14 days of the result of your complaint. If the complaint may take longer than 14 days to resolve, we will write out to you making you aware when we will expect to complete our response to your complaint. If no amicable settlement can be reached after exhausting all the processes above and if it is a breach of The Property Factors (Scotland) Act 2011 then you can direct your complaint to the:

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@scotcourtribunals.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

If you and all other homeowners in your building decide to relieve and terminate us as the property factor. Relevant legislation includes the Title Conditions (Scotland) Act 2003 and the Tenement (Scotland) Act 2004. As we are only your factor on a month-to-month basis, we only need one month notice to end our factorial duties. If no mechanisms are in place in your title deeds to relieve and terminate us as your factor, then a majority decision of the homeowners will be final (Section 4 of the Tenements (Scotland) Act 2004). Once the termination has been completed satisfactorily, we will provide a final invoice within 1 month of been terminated. All other financial information can also be sent out on request.

We will ensure a smooth transition to another property factor or self-factor, as long as we are satisfied the data request is reasonable and meets the 'legitimate interest' test of GDPR. However, we will not provide any correspondence between ourselves, homeowners or third parties.

Data Protection legislation restricts us from releasing your personal data to any individual unless express authority is provided by you.

We may terminate the property factoring arrangement upon 3 months' prior written notice, or earlier at our discretion. Where the property factoring arrangement is terminated, we will provide all financial information held by us relating to your account within 3 months of termination

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 no less than 14 days prior to the sale. When your solicitor informs us of a change of ownership we will:

- Arrange an apportionment common charges bill
- Answer any further information that your solicitor requests i.e., Insurance Policy, outstanding repairs etc.
- Charge an additional fee (£75)

Please note the information we provide is to assist you in meeting your legal obligations. It is your responsibility to ensure that all relevant information as required by law or sales contract is provided to the purchaser. We will not be responsible in the event of any resulting impact on the conveyancing process. The final common charges invoice must be paid on date of completion. If your account is not up to date, we may decline to provide information to your solicitor.

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 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.

Our registration reference with the Information Commissioner's Office's Public Register is ZA621644