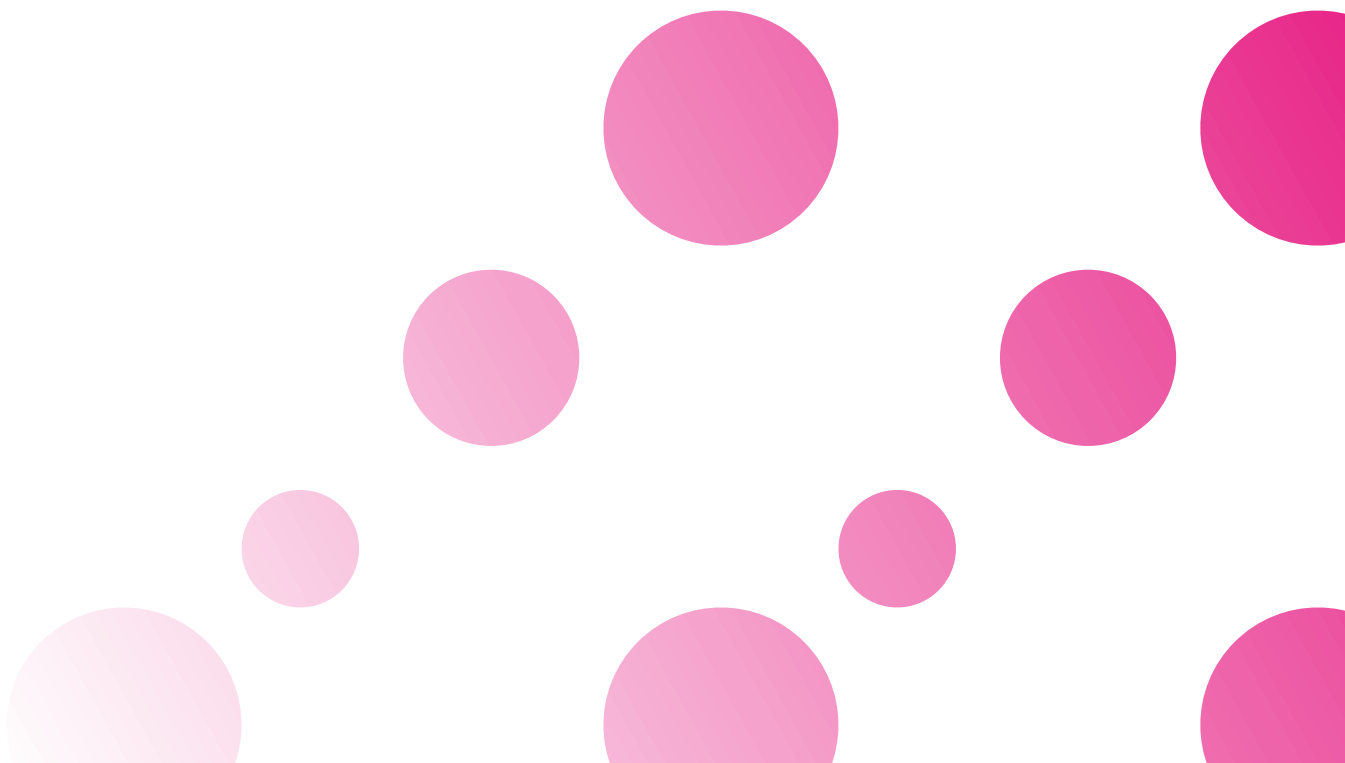




**Ross +  
Liddell**

Since 1854

# Written Statement of Services





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# 1. Introduction

Our Written Statement of Services has been produced in compliance with the terms of the Property Factors (Scotland) Act 2011 and the requirements of the Code of Conduct thereunder, as revised in August 2021.

Ross and Liddell Ltd are a Registered Factor. Our Factor Number is 000196. We have a duty to comply with the Code of Conduct.

This document replaces previous versions of our Written Statement of Services, previously referred to as our Service Level Agreement.

This document should be read in conjunction with the Schedule of Management, outlining the specific information relating to individual managed developments, either previously issued, or provided herewith.

## 2. Homeowner Responsibilities

Individual Homeowners hold both the Legal Interest and Title in their private dwelling and the associated Common Parts of their buildings, and developments, of which their private dwelling forms part. As such, all Homeowners have a legal responsibility to jointly maintain the common parts of their property and to ensure that they adhere to all obligations and responsibilities detailed within their Title Deeds.

Such obligations and responsibilities will include reporting any defects noted within the common parts. This also extends to financially supporting required repairs and maintenance and ensuring that appropriate and adequate Insurance is kept in place. This is best achieved by working collaboratively with the appointed Factor, in accordance with the provisions of the Title Deeds.

In a practical manner, this will require homeowners to provide agreement to essential maintenance and repair work, and pay their apportioned share of common charges on time. We would appreciate homeowners providing up to date communication details and advising of any change in circumstances which may impact their obligations as Homeowner, for example notification of the sale of their property or advising us of any financial difficulties.

We will aim to be open and transparent in our dealings with Homeowners and all communications will be undertaken in a helpful, respectful and professional manner. We would ask that Homeowners approach communication in the same manner, in order that a cooperative approach can be established to assist in the effective management of their property.

## 3. Authority to Act

1. Ross and Liddell Ltd hold no legal ownership interest in the properties we manage on behalf of Homeowners.
2. Ross and Liddell's appointment to act as Factor or Property Manager, in respect to the Common Parts of individual managed developments will arise from one or more of the following:
  - The specific provisions of the Deed of Conditions for the development.
  - The specific provisions of the Development Management Scheme (DMS) for the development.
  - A valid decision made by Homeowners in accordance with the provisions of the Deed of Conditions or DMS.
  - Established Custom & Practice.
  - Appointment by the Housebuilder as permitted by the Deed of Conditions or DMS for the development. No formal Contract is required.
  - Formal acquisition of a previously appointed Factor / Property Manager's business.
3. The date from which we were appointed to manage individual developments, where specifically known, is detailed within the Schedule of Management.
4. It is important to understand that Homeowners are the burdened party under the Deed of Conditions, not the Factor. Please refer to the Burdens section within your Deed of Conditions. This should set out the definition of the common parts, financial thresholds, floats and voting rights.
5. In the event that your Deed of Conditions is silent on any specific matter concerning any aspect of the management of the common parts, we may refer to other statutory legislation such as the Tenements (Scotland) Act 2004.
6. Where the Deed of Conditions is silent or is unclear, we may recommend seeking legal assistance, at an additional cost to Homeowners.

## 4. Declaration of Interest

We do not receive any commission, or derive any benefit, from the instruction of contractors who undertake work on behalf of our clients. The amount invoiced to clients is exactly as that invoiced to us by the contractor. We have no financial interest in any of the contractors employed on behalf of co-proprietors, nor do we receive any income or benefit from our involvement as Factors of residential property, except as stated in this document.

We do, however, occasionally receive instructions from property management clients to act separately on their behalf in other capacities, such as residential letting agents.

## 5. Core Management Services

Our authority to act includes, but is not limited to, the provision of our Core Services for which we will charge you a management fee. Additional services may be provided, at additional cost. Details of any services provided, which will incur additional cost, will be confirmed to owners, within the Schedule of Management or in advance of instruction of such additional services. Core Services do not extend to Private Premises, which are the sole responsibility of the homeowner.

## Core Management Services (Continued)

Our Core Services relate to the management, maintenance and repair of the Common Parts of the development, being those parts of the development under shared ownership, as more specifically defined within the Title Deed, Deed of Conditions or DMS.

**These Core Services are provided, subject to available funding and include, but may not be limited to:-**

1. Arranging and administering routine maintenance and repairs.
2. Instructing emergency repairs relating to damage or Health & Safety concerns.
3. Obtaining quotations for routine maintenance work, where we are unable to instruct within existing delegated authority or available funding.
4. Arranging and Administering Common Service Contracts, such as Cleaning, Lift Maintenance, Fire Safety System Maintenance, Ground Maintenance and Utilities.
5. Financial Accounting & Invoicing, including Issue of Common Charges Invoicing, Accounting & Administration for all Common Costs, Facilitating and Administering Payment of Common Costs and Credit Control Services relating to Common Costs.
6. Common Insurance Services including arranging and Implementing Common Building Insurance, where Required by the Title, Deed of Conditions, or DMS or where specifically instructed.
7. Any service clearly defined under a Deed of Conditions as being the remit of the Factor, subject to the limits of our authority and available funding (excluding 'additional services' and 'services not provided' by Ross and Liddell ).
8. Arranging statutory inspections for lifts, emergency lighting, firefighting equipment, play areas – where applicable and where required by relevant legislation.
9. Inspecting the common parts of an estate, development or block.
10. Proposing works following a property visit or contractor feedback, where we deem it essential to consult with Homeowners and ingather funding.
11. Holding site meetings with Homeowners and contractors, where deemed necessary by us.
12. Hosting 'virtual platform' and 'in-person' meetings with Homeowner groups, e.g. Annual/ Extraordinary General Meetings.
13. Maintaining routine and regular payment of suppliers' invoices subject to available funding.
14. Notifying contractors or suppliers of unsatisfactory work and requesting resolution.

## 6. Additional Services

The services outlined below are services which can be provided in addition to our Core Management Service. A separate fee may apply to these additional services, which will either be detailed within our Written Statement of Services, or notified to owners when offering the service:

1. Arranging surveys or risk assessments as instructed by Homeowners, or as required by legislation.
2. Organising major works on behalf of homeowners, including liaising with Building Surveyors and other specialists (please refer to Major Works Section of this document).
3. Raising construction defects with developers.
4. Assisting owners with warranty claims relating to common property via NHBC or other housebuilder insurance scheme providers.
5. Supplying historic property documentation.
6. Supplying copies of statements or invoices which are more than 12 months old.
7. Instructing solicitors or raising civil proceedings against contractors for claims of unsatisfactory work.
8. Dealing with matters which are the result of new or developing Legislation.
9. Insurance services, (please see Insurance section).
10. Specific Bank Services & Charges associated with the management of developments.
11. Administration relating to installation and management of EV charge points and associated customer portals.
12. Administration relating to solar panels.
13. Liaising with Local Councils regarding Missing Share Applications.
14. Assisting with Grant Funding Enquiries.
15. Assisting with communication and administration on Planning Matters.

## 7. Services Not Provided by Ross + Liddell

1. Providing legal interpretations on Deed of Conditions, DMS or other property matters.
2. Funding repairs and maintenance, debt or any other property related expense.
3. Instructing work within private property.
4. Inspecting work at height, unlit areas, areas within confined spaces, or any area potentially hazardous to health.
5. Supervising any work instructed which requires specific expertise.
6. Mediating disputes between Homeowners.
7. Dealing with social nuisance or civil disputes, for example parking disputes, ring door bell data privacy breaches.
8. Reimbursement of common expenditure directly incurred by homeowners in respect to works instructed to common areas.

## 8. Inspections

Properties under our management are inspected a minimum of twice per calendar year, although the frequency of visits is likely to be greater in most cases.

Our designated Property Inspection Teams operate from all of our offices and undertake inspections on a regular Schedule, and also on an ad hoc basis, as required. Our Property Inspection vans are fully branded, and our Property Inspectors wear uniforms and carry company identification, so that they are clearly recognisable on site.

Our Property Inspectors undertake a visual inspection only, from ground level, and will generally review the external and internal condition of buildings, including internal stairwells, accessible building common areas, bin stores and landscaped areas, as appropriate. Any identified defects or issues, considered to require action, will be noted while on site and an electronic Inspection Report will be submitted to our office, normally on the same day.

Upon receipt, our Repairs Team will review the Inspection Report and instruct required repairs, or obtain estimates, to progress works as appropriate. Any identified issues requiring further investigation or advice will be passed to our Property Managers, or relevant team for input and progression. A copy of the Inspection Report will be uploaded to our Client Portal and can be accessed by owners accordingly.

If considered necessary, following an inspection, we will provide Owners with details of any proposed works requiring maintenance or repair, arising directly from our inspection. Communication will only be issued if the required works fall out with the scope of Emergency Works, works to resolve Health & Safety issues or Routine Repairs and Maintenance, which would normally be instructed on behalf of homeowners, under the terms of this Written Statement of Services.

It is important to note that our Property Inspectors are not carrying out a formal building survey or risk assessment, but are identifying maintenance defects or issues requiring action through repair, monitoring or further investigation. Formal Building Surveys, or Risk Assessments can be arranged separately on behalf of owners, as required, or appropriate, subject to incurring additional third party costs, for which a fee proposal will be obtained and submitted for approval by owners.

Additional or specialist inspections, such as roof inspections, can be arranged by written agreement, or where Title conditions, or standing arrangements between us and homeowners, apply, and subject to payment of resultant costs by owners.

## 9. Repairs, Cost of Repairs and Response Times

**A. Types of Repair**  
Repairs fall into the following three broad categories:

### 1. Emergency Works

To allow an urgent response, please report any damage or circumstances requiring an Emergency Contractor attendance immediately, via our Live Chat Facility or by Telephone to our office, or via our Out of Hours Emergency Contact Service.

Please note that e-mail should not be used to advise of Emergency, or urgent, repair issues as individual inboxes are not always monitored throughout the day, due to site visits and other diary commitments.

We aim to ensure that emergency repair works are undertaken as soon as practicably possible, once notified to our office. In the event that circumstances prevent a full repair, we may instruct contractors to make a temporary repair and we will advise clients of the timescale for full repair.

If you believe that the defect, or temporary repair, could result in an injury to a resident or member of the public, please follow up any correspondence with a telephone conversation, or meeting, with a Ross and Liddell member of staff to highlight your concern, and to agree timescales and an appropriate course of action. Our routine response times are as noted within the Table under point B, to follow.

Ross and Liddell clients insured on our block/common policies, can also contact our Insurer's Loss Adjusting Company, QUESTGATES, 24 hours a day, on 0800 195 5684, where assistance with emergencies will be offered.

Should you require the services of an emergency tradesman out with normal hours, you can telephone our main line, where you will be directed to our dedicated Out of Hours Service. Please note that you will be diverted after the auto message plays.

Please also note that out of hours attendance by contractors may incur increased charge rates including a call-out charge, therefore we ask you to carefully consider the merits of what an emergency contractor will be able to achieve before arranging a call-out. Out of Hours attendance applies specifically to repairs to common property, and any issue relating to a private dwelling should be addressed directly by the homeowner.

### 2. Routine Repairs

Routine Repair issues can be reported to our office via Live Chat or telephone. We aim to instruct contractors the same or following working day and arrange for the completion of jobbing repairs as soon as practicable. Our ability to do so is entirely governed by funding made available to us by homeowners, and consequently, the under noted timescales assume that adequate property liquidity exists. In the event that we require competitive estimates for work, we request that these be provided by contractors as soon as possible. In exceptional circumstances (e.g. severe weather, complexity of work) it may take longer to acquire estimates than noted below, however, we will advise homeowners accordingly.



## Repairs, Cost of Repairs and Response Times (Continued)

### 3. Major Repairs

All clients will be advised of any major repair works which we consider necessary to maintain the common property. We will seek competitive estimates for any major repairs required and, if appropriate, we may recommend the appointment of surveyors, architects, and structural engineers etc. to assist in the provision/production of specifications and tenders for major repair works. Additional fees will be incurred for the appointment of surveyors, architects, structural engineers etc. (Please refer to Major Works Section of this document).

All homeowners have an obligation to maintain their property, and legislation, Title Deeds, Deeds of Conditions and DMS permit works to be instructed on a majority basis, however, we will normally seek advance funding for the whole cost prior to instructing repair work. We do so to ensure full funding is available on satisfactory completion of the work, to settle the contractor's invoice, and to ensure that fellow proprietors are not left to make up a shortfall due to a defaulting proprietor(s). Title conditions impose this type of liability, known as Joint and Several Liability.

### B. Typical Response Times

Category	Emergency Repairs	Routine Repairs
Plumbing	4 hours	7 days
Roofing	24 hours	21 days
Electical	4 hours	7 days
Joinery	24 hours	7 days
Lift Trap	1 hour	n/a
Lift Breakdown	4 hours	n/a

### C. Approved Contractors

We maintain, and regularly update, a panel of Approved Contractors who have proven to work at a high standard and to be reliable in terms of performance. These contractors are required to provide written confirmation that they comply with all current legislation relating to Health & Safety, and hold the required Insurances needed to protect clients and their workforce.

The standard of contractor's work is regularly assessed based on inspections and feedback from clients.

### D. Cost of Repairs

Other than in the case of an emergency, or where the repair is required to resolve a health & safety concern, or repairs which fall within an agreed authority level, we will advise clients of costs prior to instructing any major repairs. We may proceed and instruct repairs up to a value of £750 including VAT, without obtaining competitive estimates, where we consider this to be appropriate to properly maintain the property.

For essential repairs required to stop ongoing water ingress, or similarly serious defect, we shall proceed to instruct repairs up to a value of £2,000 inclusive of VAT, immediately on receipt of competitive estimates, to prevent worsening conditions and mitigate against potential insurance implications.

In the event that repair costs exceed the available funding for the property, we may ask clients to provide additional funding to cover the shortfall in cost, prior to instructing the repairs, thus ensuring that sufficient funds are available to settle a contractor's or supplier's invoice upon satisfactory completion of works. Where work is cancelled, homeowners will be made aware in a reasonable timescale and information will be given on the next steps and what will happen to any sums collected to fund work. Call out charges to investigate building faults will be billed as common expenditure.

## Repairs, Cost of Repairs and Response Times (Continued)

### E. Property Funding

Homeowners are required to provide us with sufficient funds, to enable us to settle expenditure incurred through management of their properties. The level of funding will depend on the services provided. The method of funding will be determined by the Title Deeds, Deed of Conditions, or DMS and generally will require the homeowner to pay to us a float, or an advance charge, the amount of which will be governed by historic data and the level of anticipated expenditure on the property.

**Float.** A float is a deposit intended to meet expenditure incurred for the property on an ongoing basis and will be replenished upon payment of the common charges account at the end of each accounting period. Thereafter, the float is carried forward to meet the next account. Unless contrary to the terms of the Title Deeds, Deed of Conditions, or DMS, in the event of a sale, the float will automatically be credited to your final common charges account, leaving a balance to be settled by you, or refunded to you. We may review the level of float held on your behalf to determine if it remains sufficient to meet ongoing funding and request an increased level of float, as appropriate.

## 10. Major Works

Major Works generally relate to works exceeding £5,000, or where specific specialist expertise is required. These works require to be managed by a Qualified Building Surveyor and/or other Professional, or Specialists experienced in the particular area of work, as required.

When Major Works are required, our dedicated Major Works Team will write to homeowners explaining the nature of the works and the process for taking works forward. These generally progress as follows, subject to majority approval and provision of the required funding.

**Advance Charge.** Where a Deed of Conditions, or DMS, has stipulated the provision of funding by means of an advance charge, we will request from clients, at designated times, an amount estimated to meet future expenditure. At the end of the accounting period we will produce a common charge account(s) showing the actual expenditure in that period, against which will be offset the advance charges paid by the client in that accounting period. The resultant balance will be adjusted within the next advance charge due. The level of charge going forward will be reviewed half yearly, or annually, to reflect changing levels of expenditure.

**Sinking Fund.** If a Sinking Fund exists for the property, as specified within the Deed of Conditions/ DMS, this will be held in a bank account to which interest will be applied on behalf of the proprietors. Payments to Sinking Funds are non-refundable, having become an asset of the property and, therefore, transfers with ownership of the property.

### Initial Survey/Investigations and Defect Report

The Building Surveyor will inspect the required defect and report back with their findings and recommendations for next steps. Ross and Liddell will consult with owners on these findings and provide recommendations, based on feedback from the Building Surveyor.



## Major Works (Continued)

### Stage 1 – Tender Process

On receipt of the required voting and funding from owners, the Building Surveyor will prepare a specification for works and obtain required tenders from suitably qualified contractors.

### Stage 2 – Instruction of Contracted Works/ Completion Sign Off

On receipt of the required voting and funding from owners, works are instructed via the appointed Building Surveyor who will oversee works and certify payments as works are satisfactorily completed.

In the case of water ingress, temporary repairs will be undertaken where possible.

As outlined earlier in this document, Ross and Liddell will charge a fee for co-ordinating major works, as this service falls out with our Core Services. This fee covers the additional time and resource involved in organising and liaising with surveyors, structural engineers, lift consultants etc, reviewing project documentation, providing owners with regular updates and attending owners' meetings to discuss progress.

## 11. Communication

All property management clients will receive an information pack specific to their individual property, providing details of share allocations for common or shared expenditure, insurance particulars where appropriate, information on the services that we provide, and a statement on our authority to act on behalf of co-proprietors. Access to any information, documents or policies you may need to understand our services will be available on our client portal or website and hard copies can be made available on request. We will provide information in a clear and concise manner, appropriate to the circumstances, and in accordance with Title Deeds, Deed of Conditions or DMS.

### This fee will be charged in two stages:

**Stage 1.** Fixed Fee of £500 plus VAT covering all services from the initial surveyor's inspection to completion of the Tender Report.

**Stage 2.** Project Administration – in advance of ingathering the funds needed to instruct the required major work we shall notify owners of our fee level, which will reflect the extent of our involvement in the project.

Please note that, in the event of termination of our management instruction, we will charge an abortive fee in respect to work carried out by our office, in relation to major works. We will write to you, upon receipt of the notice of termination, to outline how much this will be, based on work carried out up to that point. Please note that any funds ingathered for major works, where works have not yet commenced, will be refunded to individual owners, upon termination.

Ross and Liddell operate a comprehensive Team Approach to Property Management which recognises the specific skill, knowledge and experience required for the many differing areas of Property Management. Our structure is aimed at handling all aspects of Property Management via dedicated, trained and experienced staff within specifically focused teams. By playing to the strengths of each team, we ensure that our clients receive the highest level of service at all times, whilst progressing management matters efficiently and effectively. This approach also ensures the sharing of knowledge, recording and monitoring of progress and mitigates against individual staff absence or changes.

## Communication (Continued)

By adopting a comprehensive Team Approach we also seek to ensure compliance with the Property Factors (Scotland) Act 2011, and the updated Code of Conduct thereunder.

### 1. Telephone & Live Chat

For urgent matters, such as reporting Damage to Property, Requesting Emergency Repairs, and for Account Queries & Disputes, clients should contact us by Telephone or Live Chat, during business hours, to ensure a prompt response. Our website provides details of our office business hours together with "Out of Hours" Emergency Contact information. This is also detailed below.

When calling our Main Telephone Line, in each of our offices, clients will be directed to the appropriate Team best placed to address their specific query, or issue. If a member of the relevant Team is not immediately available, we will aim to return your call within 1 working day.

As an alternative, we operate a "Live Chat" option, which can be easily accessed via our website, during business hours. This service enables clients to have an immediate "Live" message conversation with a Client Support, or Repair, Team Member.

We will aim to fully respond to client queries during any initial telephone call or Live Chat, however, in the event that a full response cannot be provided immediately, we will confirm this to you, and advise of our intended actions and the extended timeframe applicable.

Where clients are unavailable to contact us via Live Chat during business hours, they can use our Live Chat system out with business hours. During this time our Live Chat is not manned by members of our team, however, owners will be invited via our Live Chat System, to provide details of their enquiry.

This enquiry will be logged as a 'ticket' within our internal system and our teams will respond to the query/ticket, within 3 working days.

### 2. Email & Letters

**E-mail should not be used to report urgent repair issues, or account disputes / queries.**

Due to the high volume of e-mails received by Ross and Liddell, doing so is likely to delay the timescale for response and action. Urgent matters should be communicated by telephone or Live Chat, as outlined within this document.

We will seek to provide an initial response to written communications within 10 working days of receipt, and in doing so will confirm the timescale required to provide a full response, or take required action, based on the nature and urgency of the specific issue raised. Multiple emails from the same client may not always be individually acknowledged and may result in extended response times.

### 3. In Person

Our Property Inspectors regularly visit our managed developments to check the condition and identify action which may be required, however, as all inspections are scheduled, they are not able to undertake discussions with clients while on site. If clients wish to discuss management issues or specific repair issues, relating to their development, we will be happy to arrange a separate appointment with a Property Manager either at their development, or at our offices in Glasgow, Edinburgh or Dundee, as appropriate.

### 4. New Clients

Clients purchasing a property should be provided with all relevant information relating to common management issues and costs, by the seller, via their solicitor, prior to concluding the purchase.



## Communication (Continued)

We will contact the new owner within 4 weeks of the confirmed date of entry, to outline the management provisions, including share allocations for the development, and provide details of the budgeted expenditure, including our charges, and we will thereafter address any questions which may be raised from the information provided.

### 5. Owners' Associations

It is to the benefit of all that owners form an "Owners' Association", and we actively encourage owners to do so, and will be happy to promote the formation of Associations within developments which we manage. Associations improve communication and allow owners regular direct contact with our teams on a structured basis. The spirit of co-operation and involvement created among owners and the Factor can positively impact management and benefit the development as a whole.

We will accept instructions from any formally constituted Owners' Association or Committee, in respect to development matters to the extent to which they have been specifically granted powers under the Deed of Conditions / DMS.

Where an Owners' Association or Committee (formally Constituted or otherwise) is not recognised, or provided with defined powers to make decisions on behalf of all owners, within the Deed of Conditions / DMS, we will consult with them when making management decisions, in respect to the development common parts,

however, final binding decisions may still require to be made subject to a vote of owners, or be taken in accordance with Ross and Liddell's delegated powers as Factor, as provided under the provisions of the Deed of Conditions / DMS.

### 6. Out of Hours Contact

We have a dedicated out-of-hours team who are available to assist you with any communal emergencies out with our normal office hours. They will take details of any issue from you and will liaise with an appropriate contractor, on your behalf, to ensure attendance, and will keep you updated along the way. They will then update our office team first thing the next working morning, who will ensure that any follow up action is dealt with quickly.

Tradesmen will only attend in the case of a true emergency affecting common areas, therefore you will be asked some questions when you call us, to determine whether a contractor's attendance is appropriate. As detailed earlier in this document, a contractor attending out with normal working hours may incur increased call out rates, which will be charged to owners, therefore please only call in case of an emergency relating to the common parts of the development and when the matter cannot wait until our office reopens. If the out of hours issue relates to an owner's private property then that owner should arrange a contractor to attend directly.

In the first instance any queries, concerns, or issues, regarding our services should be raised with, and addressed by, our Client Support Team or Repairs Team, preferably in writing, via our Live Chat System.

## 12. Complaints

We aim to provide homeowners with an excellent service, however, we recognise that sometimes we get it wrong. Therefore, we have in place a defined complaints procedure, with a view to investigating and resolving homeowners concerns quickly and effectively.

## Complaints (Continued)

### 1. Initial Escalation

In the event that our Teams are unable to address any issue to your satisfaction, and in order to ensure that matters may be resolved, we would ask that you initially escalate your concerns to Senior Management as follows:

<b>Repair Related Concerns</b>	<b>Contact</b> Hannah Hume Head of Repairs h-hume@ross-liddell.com
<b>Non Repair Related Concerns</b>	<b>Contact</b> Gail Davidson Head of Client Support g-davidson@ross-liddell.com
<b>Major Works Related Concerns</b>	<b>Contact</b> Charlie Leask Associate Director – Major Works c-leask@ross-liddell.com

We will aim to respond to your escalated concerns within 5 working days, from receipt.

### 2. Formal Complaint Stage 1

In the event that the nature of your complaint requires a formal written response, and/or where the above escalation has proved ineffective, you should provide written details of your complaint to Jennifer Johnston, Complaints Resolution Manager, 60 St Enoch Square, Glasgow, G1 4AW, or by e-mail to j-johnston@ross-liddell.com, who will provide a written acknowledgement of your complaint within 5 working days.

Thereafter we will aim to respond fully to your complaint, in writing, within 15 working days from the date of our written acknowledgement. If this is not possible, we will provide you with an explanation and an amended timescale for replying to you.

### 3. Formal Complaint Stage 2

If you remain dissatisfied, following receipt of our Complaint Resolution Manager's formal written response to your complaint, you should provide written details of any outstanding issues, or concerns, together with details of your preferred resolution, to Lorraine Stead, Senior Associate Director, Ross and Liddell, 60 St Enoch Square, Glasgow, G1 4AW, l-stead@ross-liddell.com

Your referral will be acknowledged in writing, within 5 working days of receipt, and following a further review of your concerns, the company's final response to your complaint will be issued within 10 working days, from the date of our acknowledgement. If this is not possible, we will provide you with an explanation, and an amended timescale, for providing a final response.

### 4. Referral to Housing and Property Chamber

If, following our final written response, we have been unable to resolve matters to your satisfaction, and having exhausted our Complaint Resolution Process, you have the option to refer your complaint, to the Housing and Property Chamber First-tier Tribunal for Scotland, as provided by the Scottish Government. Their website address is <https://www.housingandpropertychamber.scot> and their contact details are as follows:

Housing and Property Chamber  
First-tier Tribunal for Scotland  
Glasgow Tribunals Centre  
20 York Street  
Glasgow  
G2 8GT  
E: HPCAdmin@scotcourtsribunals.gov.uk





## Complaints (Continued)

### Contractor Complaints

Complaints involving a contractor will be actioned following a written request from a client, the details of which will be forwarded to the contractor concerned, with a request for their immediate attention, and we will require them to respond within 10 working days.

In order to clearly identify any issue photographs of the repair or maintenance failure should be provided. If the contractor is unable to comply with this time limit, we will advise you accordingly and provide you with details of the reason why, and a timescale to answer the question posed. In the event of us considering that an unsatisfactory response has been provided by a contractor, we may take action to instruct an alternative contractor or withhold payment of the Invoiced cost for the specific service failure, repair or maintenance to which the complaint relates.

### Insurance Complaints

Ross and Liddell Ltd is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310429. Details of our Professional Indemnity Insurance can be provided on request.

Any enquiry or complaint you may have regarding your insurance policy should be addressed, in the first instance, to the Head of the Insurance Department, Ross and Liddell, 60 St Enoch Square, Glasgow, G1 4AW, who will acknowledge receipt of your complaint within 5 working days and initiate an investigation with the aim to respond fully within four weeks. If you are not satisfied with the way in which your complaint has been dealt with, you may thereafter, write to Mr Alec Cassidy, Director, Ross and Liddell, 60 St Enoch Square, Glasgow, G1 4AW.

#### **If you remain dissatisfied, for our insurance activities only, you may be able to refer the matter to:**

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London, E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 13. Insurance

Ross and Liddell Ltd is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310429. Ross and Liddell also have an insurance department who will provide guidance to clients as and when required.

### 1. Cover and Premiums

Where required either by request, Title Deeds, Deed of Conditions or DMS, we will arrange, via our appointed brokers, a comprehensive common buildings policy on behalf of our proprietors. Ross and Liddell 's Common Insurance Policy is written specifically for properties factored by Ross and Liddell only, and is held in joint names, showing the policyholder as being the Co- proprietors and Ross and Liddell.

It should be noted that Insurance is placed, at each renewal, for a period of 12 months, and, in the event of any mid-term cancellation, any return premium is only available at the discretion of the Insurer, Zurich plc, and entirely subject to no claims having been made.

If authorised, any return premium will be provided on a "pro rata" basis, after deduction of the full amount of Commission which would be received, had the policy not been cancelled, as the majority of work undertaken, and costs incurred, by Ross and Liddell and our Insurance Broker, relating to the Insurance policy, will have been completed, and incurred, prior to any mid-term cancellation.

## Insurance (Continued)

### 2. Property Owners Liability (POL)

POL cover is included in our comprehensive buildings policy. Where we do not place comprehensive cover on behalf of clients, we arrange POL cover as a mandatory requirement of our management of your property and do so to protect all clients under one policy, in individual buildings or estates, against liability claims. POL Certificates also confirm inclusion of the additional cover placed in respect to material damage to common walls and fences, where applicable.

If you become aware of a building defect that may cause injury or damage to persons or property, it is imperative that we are advised timeously, and in writing, as failure to do so may impinge on the POL and buildings insurance cover pertaining to the property.

Our appointed brokers will undertake a renewal process each year and provide their recommendations accordingly. Where required, we will also arrange additional cover for risks such as lifts. Optional covers are also available such as Directors & Officers Insurance, Legal Expenses and Proprietor Contents insurance with quotations available upon request.

### 3. Request for Non-Renewal of Building Insurance

It should be noted that the common building insurance policy, arranged by Ross and Liddell, is an annual contract, effective from the renewal date, being 15th May each year. This means that insurance cover cannot be cancelled during the annual policy term, unless in particular circumstances, which are clearly outlined in the policy documentation. Where we currently arrange common building insurance, renewal will continue each year, to ensure that developments are insured, notwithstanding that the title deeds may allow for owners to arrange their own building insurance, either individually, or jointly on a total building sum insured basis.

Where permitted, if owners wish to withdraw from the common policy, arranged by Ross and Liddell, then they must confirm this to us in writing, and provide evidence of alternative insurance, prior to the renewal date.

As the common insurance policy arranged by Ross and Liddell is a commercial contract, owners are advised that the policy does not provide for a cooling off period and contains no individual rights of cancellation. In circumstances where the title deeds provide, or allow, for Ross and Liddell Ltd owners to arrange building insurance directly on individual policies, or jointly on a total building sum insured basis, then owners should ensure that the building sum insured represents the full reinstatement cost of the property, including common areas, and that cover similar to that arranged by Ross and Liddell is maintained. Owners should be aware that failure to arrange adequate building insurance cover leaves all owners' properties within an individual block of flats at risk.

### 4. Evidence of Insurance

In respect to properties for which the title deeds do not stipulate that a common building insurance policy should be in place, there remains a statutory duty on owners to arrange adequate building insurance cover for their individual property including the applicable proportion of common areas.

This is extremely important for owners of flatted properties as, in the absence of placing adequate individual insurance, owners jeopardise not only their own property but also that of all other owners within the development / block of flats.

If a block of flats is not insured in full then, in the event of a claim, there will be insufficient funds to fully reinstate the block as a whole, with potentially serious consequences for owners and their homes.



## Insurance (Continued)

In order that we may be aware of any potential risk to owners, we ask that those owners who do arrange their own buildings insurance provide us with written, and signed, confirmation of their Insurance, noting the Insurance Company and address, policy number, and confirming that the building sum insured represents the full re-build costs for the property including their proportion of the common areas. We require this information by no later than 30th July each year.

After this date owners may contact Ross and Liddell's Insurance Department to enquire as to whether we have received written evidence that their development/block of flats is insured in full. We will let you know if we have concerns, however, due to Data Protection Legislation, we will be unable to provide specific details of any individual properties that have not provided us with evidence of insurance. Under such circumstances we recommend that owners request a meeting of all owners, via our Team to address the issue.

### 5. Building Sum Insured

Clients should note that if a property is inadequately insured for the full re-instatement value, this may result in a valid claim not being paid in full.

### 6. Material Facts

Proprietors should advise us of any major change to the property insured, as this may impact on the nature of the risk, and as such must be disclosed to Insurers. If you are in doubt, please contact our Insurance Department for clarification.

### 7. Claims

In the event of a claim occurring at your property, Insurers will have provided delegated authority to Loss Adjusters to deal with all material damage claims on their behalf.

We will deal with claims relating to the common areas with proprietors having direct access to QUESTGATES to deal with claims relating to their individual properties. QUESTGATES has a dedicated team dealing with Ross and Liddell Ltd claims with Ross and Liddell Ltd insurance department also available to assist with private claims. Contact details for QUESTGATES are detailed on your certificate of insurance.

### 8. Insurance Commission

Insurance is a regulated activity and as such to comply with regulations and to ensure we are arranging cover on the correct basis, we employ the services of a broker (to whom we pay a fee) who, in addition to having the knowledge and expertise to place our risk, also has access to all major Insurance companies. The significant majority of the properties we manage are covered under one policy of insurance. Arranging such a contract of insurance is not a straightforward exercise, as this type of policy cannot simply be applied for by completing an application or proposal form.

Ross and Liddell Ltd can confirm that commission is declared on each and every certificate of insurance issued to all co-proprietors, and this is detailed on the reverse of the certificate and is currently noted as 22.5% for all classes of insurance other than terrorism which is 10% based on gross premiums nett of insurance premium tax.

Ross and Liddell Limited do not charge our clients a fee for the Insurance Services which we provide in respect of our managed properties.

Instead, Insurance Commission is received in order that we are able to offset the costs incurred in administering your Insurance Policy, including printing, stationery and postage relating to the production, and issue of Insurance Certificates and all of the supporting documentation required to comply with all relevant FCA Regulations, dealing with the common claims and assisting clients with their private claims.

## Insurance (Continued)

In addition, and not least, we are required to guarantee payment of premiums due under the Insurance Policy and to pay our Brokers a fee to secure their market knowledge and experience, to ensure a competitive renewal for clients. In the current market we believe that acceptance of Insurance Commission represents the most cost-effective mechanism for provision of Insurance Services to clients.

### 9. Insurance Reinstatement Cost Assessments

Our responsibilities as Factor, and those of our Insurer, require that we take appropriate steps to ensure that developments under our management are adequately, and appropriately insured. In order to do so, we regularly obtain a Reinstatement Cost Assessment (RCA) prepared by an independent Chartered Building Surveyor, in accordance with the Royal Institution of Chartered Surveyors Guidance Notes.

Our Insurer requires that we review the Building Sum Insured (BSI), through an updated RCA, every 3-5 years with Building Cost Indexation, set by the Insurer, being applied to the BSI on an annual basis, where an RCA is not undertaken. Where Ross and Liddell arrange a common buildings insurance policy, we will seek to instruct a Reinstatement Cost Assessment at least every 5 years, or at such lesser intervals as may be appropriate, required by our Insurer, or instructed by owners, in accordance with the terms of their Title, Deed of Conditions, or DMS. We will provide details of the fees to be incurred, and how these will be apportioned between the responsible proprietors, prior to instructing the RCA.

## 14. Newly Handed Over Developments

We will work closely with the developer during handover stages and will accept handovers from the developer as and when individual common areas are ready. This is usually developer led and often results in various 'partial' handovers of areas until completion, whereby the site is considered 'fully' handed over.

We aim to provide an update on progress to owners when new areas are handed over, and provide information outlining the areas currently within our management, until full handover takes place.

Common maintenance, service and other costs, relating to common areas, which have been handed over by the developer, will be apportioned between the owners of all sold units which have been confirmed to us, with the apportionment basis generally being reviewed quarterly.

Owners' share of costs may vary during the stages of partial handover as more common areas and/or sold homes are handed over to us for inclusion in management. Owners should note that our full management fee is charged on sold homes once the first handover of common areas, has been accepted from the developer. Our management fee does not increase with each further handover, but will normally be reviewed annually at the time of issue of our common charge accounts, as outlined within this document. Our current annual management fee will be charged to homeowners from the date of confirmation of individual sales as each phase of development and handover is completed.



# 15. Fees

## 1. Management Fee

Our Management Fee covers the provision of our Core Management Services. This will normally be reviewed annually at the time of issue of our common charge accounts. If the fee is to increase, in excess of the published inflation rate, per the Retail Prices Index, at the time of review, we will provide you with details of why the increase applied will exceed that rate.

## 2. Apportionment Fee

In the event of a property sale, solicitors normally ask us for information in respect of common obligations and costs. We will aim to comply with such requests, however, this additional administration work falls out with our Core Services and we will, therefore, charge a fee to cover our work.

Our standard Apportionment Fee is £70 plus VAT for a Ground only development, £120 plus VAT for a Flatted development and £200 plus VAT for a Commercial Unit, however, a higher fee may apply, if matters become complicated, protracted, or additional documents are required. We require 7 to 10 working days' notice to undertake apportionment, and we will confirm the fee to the solicitor in our initial response. For apportionments sought with less than 7 working days' notice, an express apportionment fee of £140 plus VAT for a Ground only development, and £240 plus VAT for a Flatted development will apply, and we will include the fee in the seller's common charges account.

# 16. Accounting

## 1. Common Charges

We normally account to clients in accordance with the terms of the Deed of Conditions or DMS. The accounting dates and terms for expenditure incurred are as shown in your Schedule of Management. These accounts are due for immediate payment, as contractors and supplier's invoices will already have been paid by Ross and Liddell on owners' behalf.

## 3. Postage Costs

Ross and Liddell encourage owners to sign up to digital communications. This ensures that owners receive our communications quickly, whilst also benefitting the environment. If homeowners would prefer to receive hard copies of our communications and invoices via post, a fixed annual fee of £10.00 plus VAT will apply to cover the additional administration and increasing costs arising from stationary, printing and postage.

If applicable, this "Paper Communication Charge" will be included automatically in owners' accounts each year at May, for the majority of accounts, or at November for clients receiving an annual November account only. We continue to encourage clients to adopt a paperless approach. You can change your communication preferences at any time, by contacting our team, or by logging into our Secure Online Web Portal and selecting the option for email communication and billing.

The 'Paper Communication Charge' is a fixed fee. Changes to communication preferences will result in removal of the charge for future years', this will not remove part or all of the charge for the year it was applied.

## 2. Methods of Payment

There are a variety of payment options available to owners, in respect to their account. Payment can be made by Debit, or Credit, Card through our secure on-line web portal, via our website (ross-liddell.com), or using our automated, 24 hours, 7 days a week touchtone telephone menu driven payment system, or by telephone to any of our offices.

## Accounting (Continued)

Alternatively, we also accept payment by cheque, or bank-giro credit, either by post, or at our offices. Instalment arrangements are also available allowing you to spread the payment of common charges accounts by making monthly payments by Direct Debit, Standing Order, etc.

## 3. Property Sales

When an owner sells their property we shall arrange to apportion their final Common Charges account as at the date of sale, and an apportionment fee as per Section 15.2, will apply.

We will endeavour to issue this final account within three months of the date of sale, subject to all supplier invoices having been received, in accordance with the terms of the Property Factors (Scotland) Act 2011. If this timescale requires to be extended we will confirm this in writing, advise of the reason and outline the expected timescale for issue.

# 17. Account Disputes/ Credit Control Procedures

In the event that a client is disputing all, or part, of an account, they should contact our office to discuss matters. Contact can be made directly with our Client Support Team by telephone, or Live Chat. We may agree to delay payment of the account in part, or in whole, while matters are resolved, however, we will require immediate payment of the undisputed balance to ensure the liquidity of the property or development account is maintained.

## 1. Debt Recovery

We will implement procedures for debt recovery associated with the management of common property. We will produce a detailed invoice providing contractor details, a description of work, the date the work was undertaken or period covered, the total charge applicable to the property owner, and will indicate where VAT is applicable and at what level. Accounts are due for immediate settlement unless direct debit or standing order arrangements exist.

## 2. First Reminder

If, following issue of the account, payment remains outstanding, we will aim to issue a First Reminder after 21 days. This reminder letter will include intimation of a Late Payment Administration Charge, should the account remain unpaid for a further 14 days, resulting in the requirement to issue a Second Reminder.

## 3. Second Reminder

If settlement is not made, or repayment terms agreed, by fourteen days after the issue of a First Reminder, a Second Reminder will be issued at which point a Late Payment Administration Charge in the sum of £30 plus VAT will be applied to your account. If payment remains due 14 days after the Second Reminder is issued, then our Agents are instructed to issue a "Notice Prior to Court Proceedings" advising of imminent legal action should payment not be made within seven days. Owners will be charged all costs incurred by the Agent in this regard.

#### **4. Court Proceedings**

In the event of continued non-payment court proceedings may be raised against you in the Sheriff Court. The Court will be asked to grant a judgement against you for payment of the outstanding debt and expenses. In the event that the judgment is granted and payment is not made, Sheriff Officers may, subject to the authority of the Courts, be instructed to proceed with enforcement action against you and any assets owned by you. All costs incurred in the enforcement process will be payable by you.

#### **5. Notice of Potential Liability**

A Notice of Potential Liability is a legal instrument that is lodged against the title of a property, not the individual owning the property, which prevents an owner from selling the property unless there is a clear Title. The notice is registered for a period of 3 years, or until satisfied, and states that there are unpaid costs in relation to the property as per the burdens within the Deed of Conditions. A Notice of Potential Liability is a transferrable burden. This means if a property is sold, without the Notice being cleared, the burden passes to the new owner who becomes liable. If the debt remains outstanding, the Notice will be re-registered after the 3 years has lapsed and will continue to be reregistered until the debt is satisfied.

There are administrative costs associated with the registration, re-registration and discharge of a Notice of Potential Liability, all are recoverable from the owner.

We have a duty under the Title Deeds and the Tenements (Scotland) Act 2004 to act in the best interests of co-proprietors' in the event of a sale or repossession, therefore, we will register this Notice in the following circumstances:

- non-payment.
- court actions.
- insufficient level of payments on the account, and/or in the event of a death of the registered owner.

All costs incurred in the registration process of this Notice and the Discharge will be payable by the relevant client.

#### **6. Spreading of debt**

We may notify co-proprietors if one or more owner(s) do not fulfil their obligations to reimburse the Factor for expenditure and will advise you (subject to the limitations of the Data Protection legislation) if these debt recovery problems may have an effect on you financially, and also our ability to manage your property/development on your behalf.

#### **7. Financial Difficulty**

In the event that an owner is experiencing circumstances which may adversely impact their ability to make payment of their common charges account, they should contact our Credit Control Team as soon as possible to discuss the position. Owners experiencing such difficulties can also contact Citizens Advice to obtain impartial advice in respect to their obligations and options.

## **18. Transfer of Management**

Should owners wish to terminate our management service, they should refer to their property's Title Deeds / Deed of Conditions / DMS, which normally outlines the procedure to be followed and the form, and period, of Notice to be given. Generally, a majority vote by owners, taken at a correctly convened meeting, is sufficient, however, there may be circumstances in which more than a simple majority is required.

If a meeting of owners is required, as part of the termination procedure, the written Notice of Termination, must provide details of the date and venue of the owners meeting, the owners in attendance, and the decision of each owner voting. The Notice period required by the Title Deed / DMS should be stipulated, and in the absence of a specified period, 4 weeks' Notice of Termination should be provided.

If the Title Deeds / DMS are silent, regarding the termination procedure, all owners within the property covered by the Deeds must be advised, in writing, of the proposal to terminate our appointment as Factor and be given the opportunity to support, or object to, the proposal. If a simple majority supports termination, a mandate signed by those owners supporting termination, should be delivered to our office, again providing four weeks' Notice of their intention to terminate our management services.

Notice of Termination must be provided by owners, as outlined, and Notice of Termination cannot be managed by, and will not be accepted from, any incoming Factor.

Information on the procedure to manage the transfer, or termination, of our management, will be provided to owners following receipt / issue of Notice of termination, including details in respect to the provision of owners' personal information, contract and management information to any incoming Factor and the preparation and provision of final accounts.

We will charge owners a 'Transfer Administration Fee' in the sum of £100 plus VAT on receipt of a Termination Notice, to reflect the work arising from the termination of our management, including apportionment and issue of all owner's final accounts, liaising with contractors, service providers, contractors and insurers, collation and provision of information to the incoming Factor, addressing outstanding debt issues and communication with owners. In the event that Ross and Liddell wish to terminate our management of a property, we will provide all owners with a minimum of 4 weeks' written notice, of the termination date. Service, or utility supply, contracts entered into on behalf of co-proprietors, in our capacity as Factor, will normally be transferred to the new Factor.

In circumstances where there is no incoming Factor, or they do not wish to adopt the existing contract, or where a utility, or service, contract is held in the name of Ross and Liddell, the contract will be terminated, to coincide with the date of termination of our appointment, as Factor. All contract costs up to the date of termination, together with any cancellation costs incurred, are the responsibility of owners and will be included within the final accounting for common charges. In the event that no final Invoice has been provided by the utility supplier an Estimated Sum will be charge to the final account to allow issue.





## Transfer of Management (Continued)

We will arrange to undertake a final accounting for the development and issue a final invoice directly to all individual Owners, within 3 months of the date of termination, in accordance with the terms of the Property Factors (Scotland) Act 2011. It should be noted that where Ross and Liddell arrange the common insurance policy for the property, the insurance cover will end at the same time as our appointment as Factor.

Owners, or the incoming Factor, will require to arrange alternative, and appropriate, Common Insurance Cover, in compliance with the Title Deed provisions, from the date of Termination. Ross and Liddell 's Common Insurance Policy is written specifically for properties managed by Ross and Liddell only, and is held in joint names, showing the policyholder as being the Co-proprietors and Ross and Liddell.

## 19. Privacy Notice

Ross and Liddell is registered with the Information Commissioner's Office. Our registration number is Z7577709.

As a client of Ross and Liddell Limited, information received about you will be processed and stored. This personal data will be held solely for the purposes of performing our duties as Managers of your property. From time to time, certain elements of this information may have to be provided to other directly interested third parties, such as Insurers for your POL or Buildings policy, Loss Adjusters for any insurance claims, and Solicitors for any property purchases or sales/court actions, where we are lawfully permitted to do so, and where such disclosure is made by us to meet our obligations as property managers.

It should also be noted that the Insurance is placed, at each renewal, for a period of 12 months, and, in the event of any mid-term cancellation, any return premium is only available at the discretion of the Insurer, Zurich plc, and entirely subject to no claims having been made. If authorised, any return premium will be provided on a "pro rata" basis, less Commission, as previously outlined within this document.

You have a right of access to personal information held by this company about you. You may correct factual errors in such information by sending a request to us that credibly shows the error. Any personal data which you inform us is incorrect will be amended or deleted, as appropriate.

### Applications for information should be made in writing and addressed to:

Data Subject Request  
Ross and Liddell Limited  
60 St. Enoch Square Glasgow  
G1 4AW  
Or emailed to [dataprotection@ross-liddell.com](mailto:dataprotection@ross-liddell.com)

## Privacy Notice (Continued)

Ross and Liddell Ltd collects personal data, including names and addresses, in a number of different ways in order to perform its day-to-day duties. We are committed to maintaining your personal information in a manner which meets the requirements of the General Data Protection Regulations and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction.

In order to respect your privacy, we manage personal data in accordance with the Principles in Article 5 of GDPR, namely that person data shall be:

- Processed lawfully, fairly and in a transparent manner
- Collected for specified, explicit and legitimate purposes
- Adequate, relevant and limited to what is necessary
- Accurate and, where necessary, kept up to date
- Retained only for as long as necessary
- Processed in an appropriate manner to maintain security

You have the right to complain to the Information Commissioner's Office (ICO) which enforces all data protection regulations and laws.

### Contact details are as follows:

The Information Commissioner's Office — Scotland  
Queen Elizabeth House  
Sibbald Walk  
Edinburgh  
EH8 8FT  
Telephone: 0303 123 1115  
Email: [Scotland@ico.org.uk](mailto:Scotland@ico.org.uk)  
<https://ico.org.uk/>

## 20. Version History

### First Issue — October 2012

#### Update — October 2013

Pages 5/6 — Cover and Premiums & Claims details updated.

Pages 9/10 - Transfer of Management updated.

2'd Update — April 2015

Cover page amended to include all offices

Page 3 — Emergency Works updated with new

Loss Adjusters details

Page 6 — New Section added — Property Owners Liability (POL)

W. Page 6 — Claims updated with new Loss Adjuster

V. Page 9/10 - Complaints Procedure updated, responsible

persons added for the property management east and west

divisions, and also the Insurance Services

#### Update — December 2015

Rebrand applied

Contents re-indexed to make it more user friendly

Section 1.c—Inspections updated

Section 6.n — New heading added for Reinstatement Valuations

Section 9 — Debt Recovery stages updated

Section 13 — Insurance Services — paragraphed added

detailing HOHP can also deal with beaches of factor's duty in

relation to insurances

Section 14 — Transfer of Management updated

#### Update — May 2016

Sections 1a/b/c of the December 2015 SLA moved to Section 10.iv/v/vi

Section 1.i — Inspections updated

Sections 5.k Account Disputes of the December 2015 SLA

moved to a new Section 9 - Account Dispute Section 6.iii

Insurance — Difference in Conditions section added

Section 6.iv Insurance Reinstatement Valuations updated &

renamed to Building sum insured

Section 6.v insurance — New section added for Material Facts

Section 6.vi insurance — Claims updated

Section 8.ii Accounting - Methods of Payment updated

Section 9 Account Disputes — Debt recovery stages updated

X. Section 12/13/14 Complaints procedures — updated

XI. Section 15 Transfer of Management— updated

## Version History (Continued)

### Update – July 2016

Section 6.iv insurance – Building sum insured updated

Section 9.iv Account Disputes – New section added for court proceedings

Section 10. i & 10.ii Communication – Telephone, Letters & E-mail updated

Section 13 Complaints - HOHP contact details updated to new First tier Tribunal details

### Update – December 2016

VAT

Section 13 Complaints - HOHP contact details changed to First tier Tribunal details

### Update – February 2017

Section 7.11 Fees – Apportionment Fee updated

### Update – April 2018

Paisley Office removed from front page, and from

Sections 10.vi & 12.ii

Section 2.i - Emergency Works - Loss Adjusting details updated

Section 6.iii - Difference in Conditions replaced with the

Request for non-renewal of building insurance section

Section 6.iv - New Section added for Evidence of insurance

Section 6.v - Building sum insured updated

Section 6.vii – Claims, Loss adjusting details updated

Section 6.viii - Insurance commission updated

Section 7.ii - Apportionment Fee updated

Section 8.ii – Methods of Payment updated

Section 16 - Data Protection – New section added

### Update – April 2019

Section 13 – Complaints updated - Mr Fulton's details removed  
Andrew Cunningham's updated

### Update – June 2019

Section 13 – Complaints updated - A new Complaints Manager  
has been added for each office

### Update – July 2020

Section 14 – Complaints updated – Mrs Rita Glendenning,

Associate Director, was replaced by Gordon McGlone 12th

Update – January 2021

Section 10.vi - Out of hours contact updated

Section 13 – Complaints updated - A new Complaints  
Procedure has been put in place.

### Update – February 2022

Section 1.i–Inspections updated

Section 2.i – Questgates Loss Adjusters and contact details  
updated

Section 2.ii – Routine Repairs contact details updated

Section 3 – Cost of Repairs updated

Section 5.iii – Sinking Funds updated

Section 6.iv– Evidence of Insurance updated

Section 7.ii – Apportionment Fees updated

Section 8.iii – New section added, Property Sales, this details  
the arrangements \ timings for the apportionment of your final  
account

Section 10 - Communication Arrangements updated

Section 10.i – Telephone details updated

Section 10.iii – In Person updated

Section 11– Declaration of Interest, building Surveyors removed

Section 12 – Complaints Procedure updated

Section 13 – Property Management Complaint heading  
renamed to Property Management Formal Complaint  
Escalation. Contact and First Tier details updated.

Section 14 – New Section inserted, CONTRACTOR  
COMPLAINTS

Section 15 – Insurance Complaints updated

Section 16 – Transfer of Management updated

Section 17 – Data Protection renamed to Privacy Notice.

ICO registration number and contact details added

### Update – June 2022

Section 13 – Complaint escalation contact updated

### Update – November 2022

Section 6.viii – Insurance Commission and Return Premiums  
Updated

Section 15 – Insurance Complaints updated

Section 16 - Common Insurance Policy updated as at  
Termination

### Update – November 2022

Section 9.v – New Section for Notice of Potential Liability added

### Update – February 2024

Section 10. – Communication arrangements updated to reflect  
Live Chat.

Section 1 i. – Update to reflect Property Inspectors now carrying  
out inspections.

Section 12 – Contact encouraged via Client Support Team.

### Update – June 2024

Section 3 – Cost of Repairs –Amendment to include water

ingress repairs up to value of £2,000.

Section 9 – change from email contact to Live Chat

### Update – November 2024

Section 2 Repairs – Major Works – Amendment to include fees  
due to Factor for Major Repair Works.

### Update – February 2025

Rebrand and full review

Renamed to Written Statement of Services



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Edinburgh, EH12 5DR  
0131 346 8989

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**Registered No:** SC097770

**Property Factor Registration No:** 000196

The content of this document will be reviewed periodically and updated as we consider it appropriate.  
The current document will always be available from our website [ross-liddell.com](http://ross-liddell.com) alternatively,  
a hard copy can be provided on request.