

Terms And Conditions

Town Property Management



Town property management



Property Factor Reg No: PF000857

Town Property Management Limited is a company registered in Scotland (company registration number SC653465) and having its registered office at 16 Hutchison Drive, Glasgow, Lanarkshire, G61 2LQ (Town Property Management) and its principal place of business at Shott House, Hamilton Road, Glasgow, G72 9UD. Town and Property Management is a registered property factor.

This statement sets out the Written Statement of Services between Town and Property Management and the owners as required by the Property Factors (Scotland) Act 2011 and the Property Factors Code of Conduct including the terms of service, service levels and delivery standards.

Standards of Practice

The Property Factors Code of Conduct provides that the following overarching standards of practice will be applied by Town Property Management in carrying out work:

- 1.Our business will be conducted in a way that complies with all relevant legislation;
- 2.We will be honest, open, transparent and fair in our dealings with homeowners;
- 3.We will provide information in a clear and easily accessible way;
- 4.We will not provide information that is deliberately or negligently misleading or false;
- 5.We will apply our policies consistently and reasonably;
- 6.We will carry out the services we provide to homeowners using reasonable care and skill and in a timely way, including by making sure our staff have the training and information they need to be effective;
- 7.We will not unlawfully discriminate against a homeowner because of their age, disability, race, sex, gender reassignment, marital status, being pregnant or on maternity leave, nationality, ethnic or natural original, religion, belief or sexual orientation;
- 8.We will ensure that all staff and any sub-contracting agents are aware of the relevant provisions in the Code of Conduct for Property Factors and our legal requirements in connection with our maintenance of land or in our business with homeowners in connection with the management of property including common parts;
- 9.We will maintain appropriate records of our dealings with homeowners;

10. We will handle all personal information sensitively and in line with the legal requirements on data protection;

11. We will respond to enquiries and complaints within reasonable timescales; and

12. We will not communicate with homeowners in any way that is abusive, intimidating or threatening.

These overarching standards of practice may be updated from time to time as and when the Property Factors Code of Conduct is updated.

Terms of Service and Delivery Standards

Core Factoring Services

Town Property Management as Factor for the Property offer the following Core Factoring Services to the co-proprietors (homeowners) relative to the land/property which the homeowners share in common ownership and/or responsibility (common parts) :-

1. Arranging and administering preventative and planned maintenance of common parts and ground maintenance by appointing contractors and service suppliers.
2. Arranging and administering preventative and planned maintenance, where appropriate, of landscaped areas, play parks, woodland areas etc. by appointing contractors and service suppliers.
3. Entering into contracts with contractors and service suppliers.
4. Investigating complaints of inadequate work or service from contractors and service suppliers and pursuing them to remedy these.
5. Checking contractors' and service suppliers' invoices when rendered and apportioning the cost due by each homeowner.
6. Exercising financial controls including payment of contractors and service suppliers invoices (subject to the availability of homeowner funds).
7. Issuing common charges accounts to homeowners at regular intervals for common works and services, property management fees and, if appropriate, insurance premiums.
8. Dealing with homeowners' communications and enquiries.
9. Handling correspondence, enquiries and reports from professional representatives and others relating to matters arising from the day to day factoring of common parts.

- 10.Meeting homeowners, contractors, service suppliers, insurance brokers, local authorities and other third parties as appropriate, where considered necessary.
- 11.Attending the property periodically (these visits can be arranged to suit homeowners).
- 12.Advising on maintenance and repair, redecoration and improvements where it may be considered necessary.
- 13.Attending periodic and annual general meetings of homeowners and tendering advice and guidance on property factoring issues.
- 14.Providing contractors' emergency out of hours contact information.
- 15.Collecting and administering homeowners' advance funds and sinking/reserve funds where appropriate.

^tCharges

To cover the cost of providing the services detailed above, the annual fees are charged as set out below:

Service Provided	Fee Charged to Homeowners
Property Factor Management Fee	£TBC (Plus VAT)
Out of Hours Emergency Services	Price available on request

Additional Services

Beyond the Core Factoring Services, Town Property Management can offer the following services at an additional cost. An administration charge of 10% (plus VAT) or whichever is greater is administered as part of the recharge to the homeowners.

1. Assisting with items of maintenance/repair/decoration, outside of core factoring services;
2. Arranging formal property surveys/inspections through Building Surveyors or (upon request) an alternative consultant and providing assistance with technical issues arising from building defects;
- 3.Implementing planned maintenance schemes for common parts;
- 4.Providing out of hours emergency call outs;
- 5.Assisting with grant applications to appropriate bodies for maintenance works; and
- 6.Liaising with solicitors acting for homeowners at a change of ownership, including apportioning common charges.

Delegated Authority Limit

The delegated authority limit is £250.

Where a common repair is required at an estimated cost of £250 or less per homeowner, Town Property Management Limited will normally instruct these works without any consultation with homeowners. This approach will ensure that the majority of common repairs are dealt with efficiently.

Where each homeowner's share of the proposed work is estimated to be more than £250, we will consult with each homeowner, providing details of the costs. In this circumstance and prior to instructing the work, Town Property Management will endeavour to obtain consent from the homeowners concerned.

Where Town Property Management considers that consultation with homeowners is necessary or that written approval of homeowners is appropriate prior to instructing common works and services, Town Property Management will consult with all homeowners in writing seeking their views and/or instructions.

Where a service is provided by Town Property Management which will incur additional fees, over and above those included within the Core Factoring Services, Town Property Management will consult homeowners in writing for consent prior to incurring expenditure.

Emergency and urgent repairs will be carried out without the prior consent of homeowners due to the nature and urgency of these repairs.

Please note that the delegated authority limit may be updated from time to time.

Financial Arrangements

Town Property Management issue common charges accounts monthly and mails these to the property address (or an alternative forwarding address upon written request). Accounts include a detailed financial breakdown of charges and a description of the common works and services that have been charged for. If requested, Town Property Management will make available to homeowners supporting invoices or any other appropriate documentation for inspection or copying. A reasonable administration charge may be imposed for this service.

All common charges accounts and invoices must be paid within 28 days. In the event that payment is not received by Town Property Management by the end of that period then Town Property Management will begin to take steps to recover the sums due in accordance with the debt recovery policy set out below.

Town Property Management has a system in place to ensure regular monitoring of payments due by homeowners.

Town Property Management accepts various methods of payment including Direct Debit and bank transfer. These are detailed on the accounts and invoices issued to homeowners. From 1st July 2023 cheques will no longer be an acceptable form of payment.

Property management fees due to Town Property Management for provision of the Core Factoring Services are charged at a flat rate and are reviewed annually at the beginning of each year. Any changes are intimated to homeowners in the next account rendered following a review.

All administrative charges are reviewed on an annual basis at the beginning of each year. Any changes are intimated to homeowners in the next account rendered following a review.

Floating and Sinking Funds

Town Property Management operates a floating fund which is an advance of money kept in a separate maintenance account for your factored property. This is used for routine repairs and maintenance. The floating fund is £250 per factored property.

Town Property Management does not operate a sinking fund. A sinking fund is an amount of money set aside to cover future major works on common parts of the property.

Where Town Property Management collect floating funds from homeowners they will be held in an interest bearing account in the name of the relevant group of homeowners. Details will be available upon request.

The property float is reviewed from time to time to ensure availability of funds to meet common works and services costs. The float is refunded by Town Property Management following sale of a house or flat, or termination of the factoring service, at the point of settlement of the final apportioned common charges account, less any outstanding charges due at that time.

Debt Recovery Policy

It is important Town Property Management recovers all costs associated with factoring services.

If invoices sent to homeowners or their appointed representatives are not paid within 28 days, a final notice will be issued and a fee of £25 (plus VAT) will be added to the invoice to cover additional administrative work.

If the debt remains outstanding for a further 14 days, an attempt will be made by phone and by email to the homeowner or their appointed representative directly to make payment or suitable arrangements to clear the debt. In this situation, Town Property Management reserves the right to charge an additional administration fee of £25 (plus VAT) for the additional administrative work and costs involved in the recovery of the debt.

If you have an arrangement in place it is vital you adhere to it to avoid possible legal action being taken against you.

In order that we are fair to those homeowners who do pay their factoring charges in full and on time please be advised Town Property Management will pursue legal action to recover unpaid factoring charges where there has been no attempt to clear arrears or an arrangement has been consistently broken.

Where debt is pursued through the legal process all expenses will be recovered from the homeowner.

Failure to pay the debt could also result in a Notice of Potential Liability for Costs being recorded on the Title to the Property. In this situation, Town Property Management reserves the right to charge an administration fee of £120 + vat for the additional administrative work involved. All costs associated with this will be charged to the homeowner concerned.

In the event that sums due by a homeowner to Town Property Management are irrecoverable and Town Property Management require to recover these sums from all other jointly liable homeowners, Town Property Management will, upon request, demonstrate the steps taken in attempts to recover charges.

Communication

Town Property Management will endeavour to respond to enquiries received in writing (including electronically) within 7 working days of receipt. If more time is required to respond the homeowner will be notified within that period.

Town Property Management will endeavour to return telephone calls by the end of the next working day. Calls may be monitored for education and training purposes.

Town Property Management will communicate with homeowners in a polite, courteous and professional manner. Town Property Management will not communicate with homeowners in a way which is misleading, false, abusive, intimidating or which threatens the homeowner. Town Property Management staff are instructed not to deal with abusive or intimidating communications either by telephone or in writing from a homeowner.

If one or more homeowner(s) fails to pay any common charges account, property float or contribution to advance or sinking/reserve fund (if appropriate) in a timely manner this may prevent Town Property Management delivering some or all of the Core Factoring Services to other homeowners sharing the common parts. Where charges are not met by homeowners and this has an impact on service delivery or the potential to impact on service delivery then Town Property Management will notify all affected homeowners of the implications.

Town Property Management will advise any homeowner if at any time it has or acquires a financial or other interest in the common parts in which such homeowner has an interest.

Repairs and Maintenance

Town Property Management will use reasonable endeavours to appoint contractors and service suppliers which they believe are qualified and suitable to carry out common works and services.

Town Property Management will, where a tendering exercise has taken place, provide, upon request, details of contractors' quotations. A reasonable charge may be made for providing copies of quotations. Where Town Property Management has chosen not to carry out a competitive tendering exercise they will provide, upon request, advice as to how and why they appointed particular contractors.

Where advance funding is required for common works and services, Town Property Management will notify homeowners of the amount due.

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

Town Property Management expect homeowners to notify Town Property Management promptly of common parts requiring maintenance, repair or attention. This should be done either in writing (including electronically) by telephone or in person at their office, specifying the details of the property and matter requiring attention.

It is the homeowners' responsibility to ensure that the condition of the Property does not pose any risk to homeowners or third parties.

In relation to identified or reported common works and services Town Property Management will endeavour to:

- Report emergency matters intimated within office hours to an appropriate contractor immediately upon identification or report;
- Report routine matters to an appropriate contractor within 2 working days of identification or report; and
- Report matters requiring a quotation or inspection to an appropriate contractor within 3 working days.

Town Property Management will ensure that all contractors appointed by them have provided evidence of public liability insurance.

Out of Hours Emergencies

Where it has been agreed that Town Property Management will provide an out of hours emergency service then the relevant contact details will be provided.

Complaints Handling Policy

In the event of a dispute please contact us directly in the first instance so we can resolve any issues.

Town Property Management has a complaint handling procedure. This procedure outlines how to make a complaint, who can make a complaint and our procedure for dealing with a complaint. There are set timescales for dealing with complaints in our procedure and if these cannot be met then homeowners will be given an indication of the timescale and a reason for the delay.

The complaints process has two stages:

Stage 1 – First Point Resolution

This could mean an apology and explanation if something has clearly gone wrong, and immediate action to resolve the problem. We will advise of our decision at Stage 1 in five working days or less, unless there are exceptional circumstances. If we can't resolve the complaint at this stage, we will explain why and tell the homeowner what they can do next. We might suggest that the homeowner takes the complaint to Stage

Stage 2 – Investigation

Stage 2 deals with two types of complaint:

- those that have not been resolved at Stage 1; and
- those that are complex and require detailed investigation.

When using Stage 2 we will:

- acknowledge receipt of the complaint within three working days;
- discuss the complaint directly to understand why the homeowner remains dissatisfied and what outcome the homeowner is looking for; and
- give a full response to the complaint as soon as possible and within 20 working days.

If our investigation is expected to take longer than 20 working days then we will advise the homeowner accordingly. We will agree a revised timescale with the homeowner and keep them updated on progress.

First Tier Tribunal

The Housing and Property Chamber First-tier Tribunal exists to resolve complaints and disputes between homeowners and property factors. You may make an application in the following circumstances:

1. Where you have notified Town Property Management in writing of the reasons why you consider Town Property Management has failed to carry out its factoring duties or failed to comply with the Code of Conduct for Factoring; a
2. After Town Property Management's complaints process has been exhausted, you believe that Town Property Management has refused to resolve your complaint or has unreasonably delayed attempting to resolve your complaint.

First-tier Tribunal Contact details:

First-tier Tribunal for Scotland Housing and Property Chamber
4th Floor, 1 Atlantic Quay
45 Robertson Street
Glasgow G2 8JB
Telephone: 0141 302 5900

Further information on this can be found at:

www.housingandpropertychamber.scot

Insurance

It is highly recommended that all homeowners have buildings insurance to cover the reinstatement cost of their property in the event of damage or destruction.

As a minimum, a buildings insurance policy should include cover for fire, flood, storm damage, vandalism and malicious damage.

In addition, the owners of common parts should ensure that insurance cover is in place to cover third party liability in respect of the common parts of a block.

Insurance

Where Town Property Management place insurance for common parts through a broker on behalf of homeowners a summary of cover, including specific policy details, can be provided upon request. Confirmation of any commission or payment received by Town Property Management, in relation to policy administration matters handled by Town Property Management on behalf of insurers, will also be provided upon request.

Property valuations for buildings insurance are not undertaken by Town Property Management. This service can be arranged with a third party valuation surveyor, upon the instruction of the homeowners but does carry an administration charge.

If insurance is placed by Town Property Management or our broker, Broker One, as part of the Core Factoring Service, it is the homeowners' responsibility to ensure that the sum insured is adequate.

Town Property Management does not receive any commissions from Broker One, but does levy a 10% administration charge for setup and administration of the policy on behalf of the owners.

Where common insurance is placed on behalf of our homeowners, the insurers are there to help when the need arises.

In the event of damage occurring to your property from an insured risk, please contact us in the first instance and we will advise you on the steps that you need to take and the phone number to contact the claims handling team on.

The claims handling team will normally ask you to confirm that you are the homeowner of the property. They will ask for your full address and contact telephone number and to confirm the nature of the damage and how it occurred.

From there, the claims handling team will deal with all administration relative to the insurance claim.

If the damage is of a private nature to your property (affecting only your property) the claims handling team may invite you to obtain competitive quotations for the necessary repair works and submit them to their office, for approval.

If you have any doubts about the identity of your insurer, please contact our office and we will be pleased to provide you with the relevant information. Likewise, if you are unsure of any aspect of the insurance claims submission procedure, please contact our office and our experienced property factoring team will be pleased to explain the process to you.

Professional Indemnity Insurance

Town Property Management holds professional indemnity insurance. Town Property Management liability to homeowners is limited to £2 million per individual claim or series of related transactions and claims. It is considered that limiting the total liability to homeowners in the sum of £2 million is reasonable in relation to the business in which Town Property Management transact. Should homeowners consider the limit to be inappropriate homeowners may contact Town Property Management in writing.

Terminating the Arrangement

Your title deeds may allow Town Property Management to act as factor or Town Property Management may act as factor by 'custom and practice' due to managing common repairs within a block. Options are available where there is a consensus of homeowners who would prefer to make their own arrangements for management and maintenance of the services provided in place of Town Property Management.

Your title deeds may contain provisions outlining the procedure for changing factor if a majority of owners are unhappy with the present arrangements.

If your title deeds do not make specific provision in this regard, the Tenements (Scotland) Act 2004 and the associated Tenement Management Scheme and the Title Conditions (Scotland) Act 2003 set out a procedure whereby a majority of owners can appoint/dismiss a factor etc. Owners should seek their own independent legal advice on this.

Town Property Management reserves the right to withdraw the Factoring Service and terminate its role as your factor. If we do this, we will provide you with three months' notice in writing to allow you to make alternative arrangements.

If the homeowners wish to terminate the agreement then a meeting should be held with all of the homeowners who are entitled to make decisions on these matters and to cast a vote on the changes. If the decision is to terminate Town Property Management as the property factors then we will ask for three months' written notice, details of the vote taken and a signed mandate from the homeowners.

We will operate a 7 day 'cooling off' period for any termination notice to ensure the wishes of all homeowners are fully expressed and acknowledged by us.

Where the decision is taken to terminate Town Property Management as the property factors then we will cooperate with any incoming property factor who is due to or has taken over the management of the property and land owned by the homeowners.

Town Property Management does not charge a fee for termination of the policy.

Change of Homeownership

When a homeowner sells or transfers a property currently in receipt of factoring by Town Property Management, you must inform us either by email or phone, telling us of the final date of your occupation and the name of the new owner. This is to ensure that a final invoice can be prepared for you, and details of the new owner can be recorded. You will be required to make payment upon receipt of the final invoice and statement for the year to that date.

We will return any overpaid fees (less outstanding debts) to the outgoing homeowner within 3 months from the date of ownership changing and provide any financial information for their account if requested.

If there are planned works for communal repairs in progress, depending on the stage of this work, you will either be responsible for settling your share of the cost in full before you leave, or the cost should transfer to the new owner for payment as part of conclusion of the missives for the sale of the property.

We will ensure that a copy of the Written Statement of Services is issued to the new homeowner when the sale has been completed within 4 weeks of entry and is available on request.

Town Property Management has a flat rate of £80 + VAT for the supply of accounts to appointed solicitors to facilitate the change of ownership.

Data Protection

Town Property Management collect, process and hold your personal information to deliver our services effectively and to meet strategic and statutory responsibilities. For more information about how we use the information that you give us please see our Privacy Policy here: [Privacy Policy - Town Property Management Glasgow](#)

Town Property Management Limited are registered with the Information Commissioner's Office with Registration Number ZB229592.

- 1.Placing insurance cover through Town Property Management's broker, where appropriate, for buildings, property owners' liability, lifts, employers' liability, etc.
- 2.Intimating insurance claims relating to common parts, where appropriate, under insurance policies placed by Town Property Management.
- 3.Enforcing debt recovery procedures for unpaid common charges accounts including instruction of legal action.
- 4.Providing advice and assistance concerning the formation of a Proprietors Association.