James Gibb
residential factors

Written Statement

Issue 17: November 2026

Introduction

This Written Statement is issued in compliance with the Property Factors (Scotland) Act 2011 – Code of Conduct for Property Factors and sets out the terms and standards of service which you can expect as a Homeowner. This document replaces any previous versions of our Written Statement including development specific schedules which no longer apply. Our registered Property Factor No is PF000103. This document must be read in conjunction with your Deed of Conditions which may set out more specifically how your property or development is managed. James Gibb Property Management Ltd is a member of the Property Managers Association Scotland Ltd and we are authorised by the Financial Conduct Authority to transact non-investment insurance business; our Firm Reference Number is 588203. Our ICO registration number is Z4602332. We hold appropriate Professional Indemnity Insurance associated with our core business and our insurance agency work.

Your Responsibility as Homeowner

As a Homeowner in common property you are the 'Principal' and you hold the legal duty, together with the other Homeowners, for the maintenance and safekeeping of your property. To help meet that duty you must meet your obligations in terms of the Deed of Conditions, work collaboratively with the Factor for the good management of the development or the estate, notify us immediately of any defect in the common parts which needs attention or which poses a safety concern for you or the public, financially support and promote effective maintenance of the development, agree essential work and service proposals, pay your common charge or service charge invoices within the payment terms, communicate regularly, provide current contact email, mobile and landline details, and tell us if you are selling your property.

Authority to Act

01. All reference to 'we' and 'us' means James Gibb Property Management Ltd. All reference to 'you' means the Homeowner.
02. James Gibb Property Management Ltd has no ownership interest in any of the properties it manages. Our service is covered under common Law of Agency. The Homeowners are the 'Principal' and as Factor we are 'Agents' acting for the 'Principal' instructing work and services on their behalf.
03. Our authority to act is derived from you as a Homeowner and as defined under your property Deed of Conditions, which delegates power to us to act on your behalf. The Deed of Conditions is a legal document which forms part of your Title Deeds and which every owner should have a copy of when they purchase property. If you do not have a copy of your Deed of Conditions we recommend that you obtain one from your conveyancing solicitor or the Registers of Scotland.
04. Alternatively, we may have authority to Act where appointed by the housebuilder for a defined initial period of appointment; where this is the case details will be stated in your Deed of Conditions. In some cases, we have a contract signed by the homebuilder.
05. It is important to understand that the Homeowners are the burdened party under the Deed of Conditions, not the Factor; the 'Burdens' section should explain things like, the definition of the common parts, the remit of the Factor, financial thresholds for instructing work, float deposit and Homeowners voting rights.
06. Where the Deed of Conditions does not adequately explain the role of the Factor we will act through established custom and practice, or as directed at any properly constituted, quorate, Homeowners or Residents Association meeting. Where the Deed of Conditions does not provide a threshold for instructing work, or one has not been set by the Homeowners at any properly convened meeting, we will use our reasonable judgement to decide whether work should be instructed, depending upon the circumstances, levels of float or other funds held.
07. All instructions given by us for works or services under our delegated authority are for and on behalf the development homeowners as the 'Principal' and all costs are recoverable from them.
08. Where the Deed of Conditions is silent on matters concerning any aspect of the management of the common parts, we may refer to other statutory legislation to assist us in the delivery of service, for example, the Tenements (Scotland) Act 2004.
09. We do not offer legal expertise services therefore if the Deed of Conditions are silent or is insufficiently clear to such extent where this affects the delivery of service, we may have to recommend assistance from a legally qualified person, at an additional cost to the Homeowners.

Core Management Service

We will charge you a management fee for our core management service, defined as follows:

01. Any service defined under this document, subject to the limits of our authority and available finance (excluding 'additional services' and 'services not included').
02. Any service clearly defined under a Deed of Conditions as the remit of the Factor, subject to the limits of our authority and available finance (excluding 'additional services' and 'services not included'). In some cases, we may have a contract signed by the homebuilder defining service.
03. Placing common insurances for buildings, liability and engineering, where applicable under the Deed of Conditions or as instructed by the Homeowners.
04. Organising and instructing routine maintenance of the common parts.
05. Obtaining quotations for routine maintenance work, where we are unable to instruct within existing delegated authority or available finance.
06. Arranging statutory inspections for lifts, emergency lighting, fire-fighting equipment, play areas – where applicable and where required by relevant legislation.
07. Providing a range of facilities for reporting repairs, insurance claims and making payments.
08. Visiting and inspecting the common parts of an estate, development or block.
09. Proposing work following a property visit where we deem it essential to consult with Homeowners.
10. Communicating with Homeowners for the good management of their property.
11. Holding site meetings with Homeowners and contractors during business hours, 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 the limits of available finance.
14. Notifying contractors or suppliers of unsatisfactory work and requesting resolution.
15. Issuing common charge or service charge invoices, on a quarterly frequency, or ad-hoc basis where required.
16. Budget preparation and year end reconciliation actual versus budget analysis for advanced billed service charge accounts.
17. Monitoring and managing credit control of Homeowners' common charge or service charge accounts.
18. Providing direct debit and online payment facilities.
19. Instructing debt recovery action against Homeowners in line with our Written Statement, Debt Recovery Policy or as per the provisions of the Deed of Conditions.
20. Providing access to out of hours emergency maintenance services for common areas.
21. Maintaining bank accounts for contingency funds and sinking funds, separate from general funds.
22. Managing contracts in respect of directly employed personnel (for example, caretakers).

Employment of Caretakers

01. In some developments we may employ caretakers, concierge and House Managers (Retirement Developments) through a third-party supplier covered under a service supply contract. In these cases, the service supplier is the employer of the caretaker, concierge or House Manager and is responsible for all aspects of employment law and the provision of services defined under the contract.
02. Where requested by development Homeowners, following a properly constituted meeting and minuted decision, we may directly employ caretakers, concierge or House Managers on the homeowners' behalf. Under certain circumstances 'The Homeowners' will be 'The employer' and will be collectively responsible for all of the employment law obligations; James Gibb Property Management Ltd will deal with the requirements of the employer (e.g. payroll, absence management etc.) and deliver these as agent on the Homeowners' behalf.
03. Where James Gibb Property Management Ltd , directly employs a caretaker, concierge, House Manager (the Employee), James Gibb Property Management Ltd will manage all personnel related matters and the Employee's roles and responsibilities. Homeowners should contact James Gibb Property Management Ltd regarding any aspect of service delivery from the Employee. Under no circumstances shall Homeowners become involved in any personnel matter or directly instruct the Employee. This is relevant to employment law legislation and should be recognised at all times.
04. Where employment law advice is required in the management of directly employed staff under our delegated authority to manage, we will procure this and recharge the cost to Homeowners through the common charge or service charge accounts.

Additional Services

These services are in addition to core management service and a separate fee, charge, or remuneration arrangement may apply which will be notified upon offering the service.

01. Hosting or attending Homeowners meetings outside of our normal business hours.
02. Attending site meetings outside of our normal business hours.
03. Arranging surveys or risk assessments as instructed by Homeowners, or as required by legislation.
04. Administering repairs contracts of a significant or major nature.
05. Arranging insurance reinstatement work where there is no common buildings policy.
06. Raising construction defects with developers and housebuilders.
07. Raising new-build warranty claims via NHBC or other housebuilder insurance scheme providers, in respect of the common parts.
08. Supplying historic property documentation where available.
09. Supplying copies of housebuilder handover files where available.
10. Supplying copies of statements or invoices which are more than 12 months old.
11. Instructing solicitors or raising civil proceedings against contractors for claims of unsatisfactory work.
12. Dealing with matters which are the result of new or developing legislation.
13. Dealing with vexatious contact from any Homeowner, which results in an excessive or unreasonable amount of management time.
14. We are remunerated by Insurers through a commission for work associated with placing cover – please see Insurance section for further details.
15. Dealing with solicitors in the sales conveyancing process, providing relevant property information.
16. Bank charges associated with the management of the development.
17. Administration arising from the general running of EV charge points, district heating systems and associated customer portals, for example, rate setting exercises, appointing metering and billing companies, procuring electricity and gas providers for required energy supplies, and reconciling accounts.
18. Engagement with third party agencies to supply services to managed property – for example; telecommunications, broadband, fibre-providers, gas and electricity transporters, and suppliers.
19. We may receive a fee from utility brokers for any work that we do to assist them in the administration in placing electricity contracts.

Services Not Included

01. Providing insurance advice or holding delegated authority for claims.
02. Providing legal interpretations on Deed of Conditions or other property matters.
03. Funding repairs/maintenance/bad debt/debtors or any other property related expense.
04. Instructing any work which is private to a flat or unit.
05. Inspecting work at height, or in confined spaces, or any area potentially hazardous to health.
06. Supervising any work instructed which requires specific expertise.
07. Mediating disputes between Homeowners.
08. Dealing with social nuisance or civil disputes, for example parking disputes, door ring bell data privacy breaches.
09. Taking instructions from anyone other than the Homeowner (e.g. tenants, letting agents).
10. Reading meters for utility suppliers.
11. Obtaining CCTV footage from hard drives or monitored camera systems – we may instruct a relevant maintenance contractor to do so on a Homeowner's behalf, but only where the 'legitimate interest' test under GDPR is met and such charges being paid by the Homeowners.
12. Raising disputes with Local Authorities (e.g. missed refuse collections, noise nuisance, dog fouling, adopted roads and lighting faults).
13. Damage by third parties; we will not pursue claims against third party individuals or companies not instructed by us for damage to common property (e.g. damage by visitors, couriers and delivery companies). In such cases it is the responsibility of the instructing Homeowner to pursue remedy of the damage and to notify us of their actions so that we can communicate this to the development Owners.
14. Damage by Owners or Tenants – where clear evidence is provided to us of damage to common parts, caused, or alleged to have been caused by individual Homeowners or their tenants, we will ask the Homeowner to provide their response and (where appropriate) their plans for remediation or reimbursement to the development Homeowners. We will not pursue civil recovery of the cost of such damage from individuals. We will arrange to repair the damage to the common parts (subject to the limits of our delegated authority) and invoice all property owners for their share of the common expenditure. It is a matter for the development Homeowners to consider their own civil remedies against third parties.

Contractor Repairs – General & Reactive

01. We are independent of the maintenance companies that we instruct on your behalf, we have no ownership interest in any of them, and there is no 'mark-up' of their charges.
02. We may raise an admin fee for onboarding contractors to our nominated contractor list – the fee will be payable by the relevant supplier and will not be passed on to the client
03. We are involved in managing many different work disciplines and as agent we do not have specific direct expertise in these areas. We will use our experience to choose contractors whom we consider will provide professional, reliable service, using reasonable care and consideration of their suitability for the work required.
04. We may use contractors recommended by Homeowners, but only where they are bonafide and possess the necessary liability insurances.
05. We may hold a float (where applicable) to allow us to instruct routine or minor maintenance between invoicing periods, but we may not instruct work where we do not hold sufficient float or other funds to cover the cost of the work, or where there are common charge or service charge debts at the property. Please see credit control for more information.
06. We will authorise initial reactive work up to a maximum of 8 hours to avoid unnecessary repeat visits. Where a maintenance visit must exceed 8 hours to complete the job, we may use our reasonable discretion to authorise additional work following discussion with the contractor, subject to any limits of delegated authority expressed under the Deed of Conditions or as agreed with the development Homeowners.
07. Where, in the opinion of a Homeowner or James Gibb, emergency work is required to common parts to address a Health & Safety concern, we may authorise temporary or permanent work to 'make safe'. Nothing shall oblige us to instruct any work where we do not have the necessary funds to cover the cost of such work, from the development Homeowners. Generally, we expect contractors to attend to urgent repairs within 8 hours of receiving notification from us, however this is non-contractual and dependent upon resources.
08. The development Homeowners will typically not be given specific updates on reactive repairs and may only become aware of the charge at the next invoicing period, in line with our delegated authority under the Deed, or as otherwise provided for under our management appointment.
09. When an individual homeowner notifies a repair request we will provide expected timescales for attendance if we are able to, or otherwise we will ask the contractor to call the homeowner and make direct arrangements for access.
10. The timescales for contractor attendance or submitting quotations cannot be guaranteed as this is non-contractual and is dependent upon factors outwith our control, such as bad weather or the available resources of the contractor.
11. In cases where work is not under the supervision of a third party surveyor, engineer, or project manager and invoices are not being certified for payment by those parties, we will aim to make payment of contractor's invoice within 30 days of receipt. Such payment does not mean that we have certified the work as being to acceptable standard.
12. You can report a repair by the following methods:

    Telephone: 0333 240 8325
    Email: repairs@jamesgibb.co.uk
    edinburgh@jamesgibb.co.uk
    aberdeen@jamesgibb.co.uk
    dundee@jamesgibb.co.uk

Unsatisfactory Work from Contractors

01. We do not supervise work by contractors appointed on your behalf and we are not responsible for the quality of completed repairs.
02. If we are notified, or we become aware of instances of unsatisfactory workmanship, we will raise this with the contractor on behalf of Homeowners, asking the contractor for resolution.
03. If the contractor refuses to resolve matters in line with our expectations, or that of the Homeowners, we may recommend appointing a solicitor to write to the contractor on your behalf, or suggest investigating options for civil legal action, where appropriate.
04. We can instruct civil proceedings on your behalf, but only where properly instructed by the development Homeowners in accordance with the provisions of the Deed of Conditions, and where we are placed in funds for the cost of any legal service or action to be instructed, including any additional fees due to us.

Repairs Call Outs & Emergencies – Out of Hours

01. The call out service is for repairs to the development common parts only. If you need the assistance of an emergency contractor outwith our normal business hours, please call James Gibb Property Management Ltd and details of a maintenance contractor will be provided. Call outs should be made by development Homeowners only.
02. We may authorise or instruct temporary repairs in situations where, in the opinion of the Homeowner or James Gibb, the defect might prejudice the safety of property or public. We will not be bound to do so where the nature of such work is substantial and we do not have the funds (e.g. insufficient floats) to meet the cost.
03. Where you call out a contractor for a private defect, you acknowledge that you are liable for the contractor's invoice for the call out cost and any work carried out, whether insured or not. If you ask us to instruct contractors on behalf of your block/development where we consider the work could be private to you, we will only do so on the basis that you will meet the cost of the contractor's call out charge, in the event that the job is later found to be private to you.
04. If you call out an emergency contractor out of hours, please await attendance from them. Do not call out other contractors otherwise duplication of charges may arise for which you could be liable; as soon as a call-out contractor is called out chargeable time may be recorded against the job, even if this is later cancelled by you.
05. Common emergency repairs will be charged to the relevant development, block, or stair, as appropriate.
06. Call out resources will be limited in peak periods – we do not guarantee that an emergency contractor will be available when you call. Where you cannot obtain assistance from the out of hours service, please make alternative arrangements through a contractor of your choice.
07. If you pay a contractor for out of hours attendance to a common repair fault, you should contact us on the first business day following attendance to discuss potential reimbursement of your costs; we will only agree to reimburse you for your outlays and recharge the cost to the development Homeowners where there is clear evidence that it relates to a common part, that the contractor is bonafide, and that in our sole judgement the costs are reasonable.

08. It is not permitted under any circumstances to deduct contractor call out charges paid directly by you, against any outstanding common charge or service charge balance.

09. The out of hours service will incur a cost from the third party provider which we will recharge to you. A proportion of that charge will include costs repayable to us to cover the time associated with managing the service.

Proposed Work & Funding

01. Where any proposed work exceeds our level of delegated authority, we will require advance consent from the majority of Homeowners, or otherwise as per the terms set out in your Deed of Conditions.

02. We may make proposals to Homeowners on the basis that no response from individual owners is deemed to mean that they agree ('deemed consent') – if we do take a deemed consent approach we will make this clear in our letter giving you sufficient opportunity to confirm your agreement or to object to the work proposed.

03. When work cannot be instructed due to the cost involved, wherever possible we will obtain at least two competitive quotations and request advance funds for the whole cost from all development Homeowners prior to instructing contractors. Nothing shall require us to instruct work on behalf of the Homeowners where we have not been put in funds to the full cost of that work.

04. Where we cannot obtain funding for the whole cost of proposed work, due to non-payment by certain Homeowners, we may ask the remaining Homeowners to pay the shortfall from defaulting parties to enable work to proceed.

05. The development Homeowners are 'principals' and may individually consider their civil remedies for the reimbursement of any sums paid by them on behalf of other defaulting Homeowners – we will not be bound to seek recovery on the Homeowners behalf in these circumstances, but we will reasonably assist with information to support Homeowners claims within the limits of GDPR – please see Additional Fees.

06. Where there is a sinking fund in place that can be used for proposed works, we will consider the use of that fund as an alternative to ingathering funds for proposed work.

07. Where proposed work is funded by the Homeowners and instructed by us, we will provide details of the contractor's indicative timescales for commencement.

08. Abortive Fee – where we propose approved work and request advance funding, and the proposal is subsequently aborted due to insufficient funds, we will charge £10 per unit.

Major Work

Major work typically means repair contracts that involve specialist contractors, surveyors and engineers, requiring supervision and contract management expertise. These projects are significant and costs will exceed our normal limit of delegated authority. They can result from the requirements of; Statutory Legislation, a Deed of Conditions requirement, the conclusions of an inspection/survey by an independent surveyor, a recommendation by your development manager, a request from a Homeowners' Association. Please refer to Proposed Work & Funding.

01. Re-roofing projects and stonework repair.

02. Cladding and external wall systems repair and replacement.

03. Full gutter replacement.

04. Communal redecoration scheme (internal or external).

05. New carpeting in communal areas.

06. Garden substantial re-design.

07. Anything involving Work at Height where CDM regulations apply.

08. Anything outwith the core services.

09. Additional fees apply for the administration required from us for this type of work. The terms of service is available on request and these terms together with the relevant fee will be notified when any proposal is issued.

10. We may propose the appointment of surveyors, structural engineers, or other specialist consultants to manage these contracts at and we will advise you of the costs of that service.

Property Visits

01. We are not property surveyors and our visits are not risk assessments or building surveys. We will carry out a visual, non-disruptive inspection of the fabric of the property from ground level only, which may include internal stairwells, bin stores, car parks, lifts and landscaped areas.

02. Areas inspected will be limited only to those considered safe and accessible in the sole judgement of the Property Manager at the time of their visit.

03. Traditional tenement properties will be visited at least once per year. Modern flatted tenements, developments and grounds only developments will be visited at least four times per year. A formal record of one visit in the calendar year will be prepared and held on our development database.

04. In larger/modern developments with multiple blocks and stairs, the whole development common parts may not be inspected in a single visit; this may be spread across several visits in the year.

05. During visits we will take a note of any obvious defects and instruct essential repairs falling within the levels of our delegated authority, or within the limits of available finance.

06. Where considered necessary following any visit, we may provide Homeowners with quotations for any work which exceeds our level of authority and request funds in advance of work being instructed.

07. Our property visits and subsequent obtaining of quotations does not represent a long term maintenance plan; we will only implement a long term maintenance plan where we are specifically instructed to do so by a majority of Homeowners in a block or a development, and (where relevant) a surveyor is authorised by the Homeowners at additional cost to prepare a programme, provide budget costs and tenders, and recommend timescales for delivery.

Play Areas

01. Play area inspections will be carried out at the appropriate frequency by a suitably qualified play area specialist, to comply with liability insurance requirements.

02. PL (Public Liability) cover will be arranged routinely, normally per the requirements of your Deed of Conditions. We do not insure play areas for material damage as a matter of routine, unless specifically required under the Deed, or at the request of development Homeowners, or by the housebuilder when submitting our proposals for management. Material damage policies do not cover maintenance / wear and tear and the cost of insuring may outweigh the benefit after the application of policy excess.

03. Where we arrange 'material damage' cover for play equipment, the premium will be clearly stated on your common charge or service charge invoice.

04. Please refer to 'Contractor Repairs – General & Reactive', for information on the extent of work we may authorise following an inspection.

Developments in Phased Handover

01. Homeowners will be charged for a share of the maintenance of any areas handed over by the housebuilder, in accordance with the Deed of Conditions provisions.
02. Management fees will apply from the handover of any plot for the registering of database records, placing insurance, preparing contracts and other administration.
03. At our sole discretion we may agree to apply a reduced fee during the handover phase where the full complement of service is not yet being delivered.

Communication

01. When you purchase a property we will write to you after you take entry with an introductory letter explaining our service in detail and how you can access further information if you need it.
02. If you write to us, or email us, we aim to respond within 7 business days from receipt. If we are unable to fully respond to your communication within this timescale we will confirm our anticipated response time.
03. If you call us and we are not available, you will have a facility to leave a message and we will normally respond to non-urgent matters within 2 business days.
04. In keeping with our environmental policy to reduce waste, we will communicate electronically with you where you have provided us with an email address.
05. It is your responsibility to ensure that you always provide us with your current contact details, including any emergency contact information and this must be provided in writing.
06. We will provide property information electronically via email and our James Gibb Client Gateway which hosts invoices, insurance information and key documents. Where you do not have access to internet, we will provide documentation by post.

Unreasonable Behaviour

01. We will deal with our clients in a respectful, professional and businesslike manner at all times. We expect Homeowners to treat our staff in the same manner.
02. We have a zero tolerance to unreasonable behaviour. We reserve the right to terminate calls from a Homeowner or their representatives where staff are verbally abused or are subjected to offensive language, any form of racism, sectarianism or sexism. We may block emails on our server from Homeowners where they are shown to be subjecting our staff to offensive, abusive emails.
03. Staff may at their sole discretion and judgement leave any meeting with Homeowners or their representatives if they feel uncomfortable with the actions or behaviour of a Homeowner, or their representatives and will report any concerns to senior management to allow us to act appropriately.

Meetings

01. We will attend client or contractor meetings on site within business hours, where we deem this is reasonable and necessary.
02. We may attend AGMs (Annual General Meetings), EGMs (Extraordinary General Meetings) or committee/resident association meetings outwith normal business hours where given reasonable notice of the calling of the meeting and the agenda. We will charge a fee to the development Homeowners for attending such meetings which will be notified at the time of the meeting being called.
03. Where we are required to hire any premises to host a meeting for the development, or part of a development, the cost of doing so will be recovered as a common charge or service charge from the relevant development Homeowners.

Insurance

01. We are authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 588203.
02. We place common insurance on behalf of development Homeowners under a policy in our own name where there is a requirement to do so under the Deed of Conditions, or otherwise as instructed by Homeowners or the homebuilder at outset.
03. Insurance is incidental to our core management service and is carried out as an additional service for which we are paid via a commission from the Insurer. Insurance commission levels will be detailed on your insurance certificate Insurance
04. The insurance contract is between the Factor and the Insurer; the proprietors have an obligation under the Deed to reimburse the Factor for the premiums paid. The Factor's insurable interest arises from its fiduciary role under the Deed, its obligation to insure the building, its responsibility for reinstatement, and its liability for managing the common property under the Deed. The Factor is the policyholder and the proprietors are beneficiaries under the policy. Proprietors do not choose the Insurer, enter into the contract of insurance, or purchase the insurance directly.
05. We do not give insurance advice, nor do we have any underwriting authority on behalf of any insurer. We appoint brokers with direct access to the wider insurance market and we may ask them periodically to market policies, to demonstrate how and why they have recommended placing cover with a certain insurance provider.
06. The Homeowners are not 'Clients' for FCA Purposes. They do not contract with the Insurer, do not select or negotiate the policy, do not appoint the Factor as an insurance intermediary, and do not receive advice or distribution services.
07. Premium contributions are not 'Client Money' because the Factor is the policyholder and are recovered to fund a policy already held in the Factor's own name, as required by the Deed.
08. We will provide you with a schedule or certificate of cover for your flat, or building (depending upon the specific arrangements in place for your property), which will include details of the sum insured and insurance premium. If you need a full copy of the buildings policy, or further general insurance information, this is available upon request or via the **James Gibb Client Gateway.**
09. Buildings insurance is arranged with AXA Insurance, which underwrites and administers the policy, sets premiums and handles claims. St Andrews Risk Partners Limited, a company connected to Strathspey Capital, provides reinsurance in respect of part of the insurance risk under the policy. As a result of this arrangement, St Andrews Risk Partners Limited receives a reinsurance premium from AXA Insurance and will generate a profit or loss from this agreement depending on the claims experience in any year. James Gibb Property Management Ltd nor any other group company receives any separate commission, administration fee or arranging fee in connection with the placement of this insurance, except as disclosed. No separate charge is made to homeowners for arranging the insurance.

Insurance Revaluation

01. As a joint development homeowner, you are responsible for ensuring that your property is insured for its full reinstatement value.
02. Buildings insurance revaluations are recommended regularly, typically within 3 – 5 years by the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors (RICS). Your insurer may request a valuation within this timescale for specific reasons (for example noted concerns of under insurance from a reputable and qualified source).
03. We will only carry out an insurance revaluation on your property where it is a specific requirement of the Homeowners to do so under the Deed of Conditions, where we are instructed by the development Homeowners following a quorate decision at a meeting or via written mandate, or where requested by a holding insurer for legitimate reasons.
04. We may, depending upon the relevant cost and levels of float, require homeowners to provide us with advanced funds for the cost of any valuation.

Insurance Claims & Excess

01. Details of how to raise a property claim are available in detail at **https://jamesgibb.co.uk/documents-and-guides/** or you can call our claims team on 0141 332 9225.
02. Policy excess: unless your Deed of Conditions states otherwise, claims excesses shall be paid by the Homeowner(s) making the claim. If a claim relates to an individual flat/or unit, the owner of the flat/or unit will be subject to the excess deduction.
03. Policy excess – per demise: where the buildings policy states 'excess per demise', claims involving more than one flat/or unit shall each be liable to the value of the excess under the policy (e.g. excess of £500 involving 2 flats, each flat pays £500).
04. Policy excess – common: in common parts claims the excess will be shared between all development/or block Homeowners in accordance with the relevant apportionment of cost under the Premium: if we receive a claim from a Homeowner who has arrears of building insurance premium, we will register the claim with the insurer and notify them of the authorisation received to proceed with the claim. We will deduct any insurance premium arrears from the insurance claim settlement and remit the balance to the Homeowner.

Invoicing & Credit Control

01. Our invoice term dates are typically 28 Feb, 28 May, 28 Aug and 28 Nov and invoices are due for immediate payment on receipt of the invoice. You will receive a first reminder and a final notice if invoices are not paid in full on the due date. Unpaid accounts will be subject to our credit control procedure; a copy of our full Debt Recovery Process is available on request.
02. Your share of maintenance expenditure can vary depending upon the type of work, the shares will be defined under your Deed of Conditions and specific shares for each job will be illustrated on your quarterly common charge or service charge account. If you need an explanation of your share allocations please contact us for further information.
03. If you want to dispute an item on an invoice you must contact our office to discuss the matter. We may agree to you withholding payment of a disputed item until we have confirmed that the matter has been resolved, and only where the remaining charges on that invoice are paid in full. We may register a Notice of Potential Liability against a Homeowners property for non-payment of accounts and additional charges will apply which will be notified at the time of serving such notice. Please refer to 'Fees' for late payment charges.

Common Charge & Service Charge Debts

01. Where a Homeowner fails to pay common charges, or service charges, and debt begins to escalate despite the application of our debt recovery policy, this can impact the service received by all Homeowners. We may consider a range of actions to mitigate the impact on the service you receive, such as distribution of unrecoverable debt. Further details are available in our debt recovery policy.
02. We may instruct civil debt recovery action through the Sheriff court against a Homeowner, or place legal notices on the Title of the debtor's property (Notice of Potential Liability) to help secure payment in event of a sale.
03. We may notify development Homeowners of a debtor's details where it is appropriate to do so to assist in the recovery of debt or where this is within the legitimate interest of Homeowners, subject to any limits under GDPR legislation.
04. We will not be compelled to take any civil debt recovery action beyond the steps defined within the Deed of Conditions.
05. We may consider debt recovery action beyond any steps defined within the Deed of Conditions, however we reserve the right to do so with the development homeowners' instructions and subject to the funding of any legal action. We may at our discretion instruct such action where we consider it is in the best interests of the development owners and where we have the delegated authority to do so. Nothing shall compel us to proceed with legal action for recovery of debt where it is uneconomic to do so, or we have not been placed with sufficient funds from the homeowners to cover the cost of the action. Further details are available in our Debt Recovery Policy.
06. Where a Homeowners debt is irrecoverable, for example as a result of Sequestration, Trust Deed arrangement, exited debt, irrecoverable debt and absconded debt, following reasonable attempts to obtain payment through our credit control procedure and debt recovery action, a redistribution of debts to the remaining development Homeowners may occur as per any provision under the development Deed of Conditions, or per provisions of other statutory legislation permitting same.
07. Where there is no provision for the redistribution of debt, we may still ask Homeowners to consider this to avoid potential termination of service and to maintain the continued good management of the development.

Fees

01. A management fee for the core management services described will be billed on each common charge or service charge invoice. Fees will be reviewed annually in line with the CPI index and will not be notified in advance unless the increase exceeds CPI.
02. Where we seek a fee increase which is greater than the rate of inflation, we will notify you in writing before applying the increase.
03. A late payment penalty will apply to any invoice which remains unpaid 30 days after the due date. The amount of the late payment charge to be applied will be shown on the first reminder notice.
04. A Final Notice will be issued 30 days after the due date of the invoice which will include the late payment penalty charge.
05. Please refer to 'Additional Services' for fees which apply to services which do not form part of the core management service.

Utility Supplier Payments

01. We will pay the utility supplier's account for the 'Landlords Supply' (common parts electrical supply) on the Homeowner's behalf. We will only do so providing the Homeowners place us in sufficient funds to meet these costs.
02. Your utility company is responsible for ensuring the accuracy of billing and for carrying out meter readings at least once every two years.
03. Our core management service does not include taking meter readings for utility suppliers, but we may elect to do this where it is possible to do so safely and where it will assist us in the delivery of our service.
04. We may seek the advice of an energy broker to investigate complaints regarding readings or to tender utility contracts on your behalf and we may place these contracts based on the advice we receive from them.
05. The broker may be remunerated by the supplier through a commission, or by an increase in the 'kWh rate' under the electricity contract – you are entitled to know how much the broker earns from the contract by making a request in writing.
06. When we agree contracts with an energy broker on your behalf we do not guarantee that we will place the contract with the cheapest supplier; the decision will be based on a range of criteria and advice from the broker which may include things like the supplier's customer service and reliability of their accounting procedures.

Float

01. The float is an essential deposit from you enabling us to pay for routine maintenance expenditure. Homeowners must pay the float deposit stipulated within their Deed of Conditions, or as otherwise reviewed reasonably by us under our agreement to manage the property. If float payment is not made it could affect the service we deliver and potentially delay or prevent repairs being instructed.
02. The level of float will be noted in your Deed of Conditions or within our introductory letter. We reserve the right to increase the float periodically considering changes in property expenditure and we will notify you in advance where this is the case.
03. In the event of a sale of property, the Float deposit will be credited to the Homeowner's final account, unless the Deed of Conditions states otherwise.

When You Sell Your Property

01. When you sell your property, we will disclose any material information about the common property upon written request, to you or your solicitor only. We will not communicate with prospective purchasers or their representatives.
02. Your Solicitor will write to us requesting details of; your typical annual maintenance costs, proposed repairs, warranties, insurance information and confirmation that we will apportion charges between you and the purchaser. This is not part of our core management service and a 'sales information and apportionment fee' will apply which will be notified to your solicitor during the conveyancing process. Please refer to 'Additional Services' .
03. You must pay any outstanding common charge or service charge balance due before the date of sale. We may decline to provide information to you or your solicitor where you have an unpaid common charge or service charge.
04. The relevant 'sales information and apportionment fee' will be charged to the first invoice issued following your proposed sale date being notified by your solicitor.

Building & Sinking Funds

01. We will notify Homeowners where we have separate funds in place such as contingency, sinking, reserve, or other types and explain the reasons for the funds. This charge will be invoiced via routine common charge or service charge accounts and funds paid held in a separate interest-bearing account on behalf of the Homeowners.
02. Payments to these funds are for the benefit of the property and are non-refundable to individual Homeowners selling.
03. In any transfer of the management appointment to another agent, we will ensure that the transfer of building funds is handled fully in accordance with the provisions of the Deed of Conditions.
04. Where there is no specific provision in a Deed for a fund but one is operated at the instruction of the Homeowners we reserve the right to discuss the arrangements for returning the balance of that fund with the Homeowners.
05. We will use the funds for their intended purpose as follows; as defined within the Deed of Conditions, or as defined under any rules set out at the time of creating the fund, or as directed by Homeowners via any quorate decision at a development, or block meeting.
06. We reserve the right to allocate sums paid by Homeowners into such funds against common charge or service charge debts due to us, unless the rules at the time of setting up such funds expressly prohibit this.

Residents Associations & Committees

01. We will take instruction from any formally recognised Committee or Resident Association, in relation to Development matters where they have specific powers granted to them under the Deed of Conditions.
02. Where a Resident Association or Committee (whether formal or informal) is not recognised within the Deed of Conditions as having executive powers to make decisions for the Development, we will consider feedback from them when making a management decision for the development common parts, using the delegated powers given to the Factor under the Deed of Conditions.

Ending the Contract

01. The management appointment may be terminated by either party giving at least 4 weeks' notice; a longer notice period may be negotiated between the parties by mutual consent. James Gibb reserves the right to extend the notice period to a maximum of 3 months where this is necessary for proper reconciliation of charges and smooth transition of services.
02. Where the contract is terminated by Homeowners, this must be done fully in accordance with the provisions for voting on such matters under the Deed of Conditions and written evidence provided to us that the condition has been properly met.
03. Where there is no stated process under the Deed of Conditions for termination, a meeting of all Homeowners must be convened giving at least 14 days' notice providing an agenda clearly noting 'Change of Factor' as a voting point, and evidence provided to us of the vote and the decision taken with details of the attendees and place and time of the meeting.
04. Where our contract is terminated and we are asked to produce client or property data to another Factor, agent, or Homeowner representative, we will only do so where we are satisfied that the data request is reasonable and meets the 'legitimate interest' test of GDPR.

05. We will charge a fee per unit for any administrative work associated with the handover process to a new property Factor, or any other party associated with the change of contract:
    - Flatted Development: £60 + VAT per unit
    - Housing Development: £30 + VAT per unit
06. We will not pass float funds to other managing agents; these funds will be credited to each Homeowner on their final account. Building funds or sinking funds will only be passed to other agents where we are satisfied that development debts have been paid in full.
07. We reserve the right to repay sinking funds to you as part of your final account reconciliation, under deduction of any other legitimate costs due up to the final date of management. Building funds or sinking funds will only be passed to other agents where we are satisfied that development debts have been paid in full.
08. Where insurance premiums have been paid in advance, there is no automatic entitlement to a full refund if the policy ends early. Any return of premium will be at the discretion of the insurer and will depend on the claims position, including any claims made, outstanding, or pending
09. Debts of individual homeowners are development costs. Unrecoverable debts will be confirmed at the point of a contract being terminated, giving notice that it will be distributed between the remaining development owners and will form part of the final account.
10. A copy of our Data Protection policy is available on request or via **https://jamesgibb.co.uk/documents-and-guides/**

Complaints

James Gibb Property Management Ltd is committed to providing a high level of customer service. There may be occasions when our service does not meet Homeowner expectations and we will do our utmost to resolve matters. Complaints must be submitted by a Homeowner on their behalf only, and should explain why you feel dissatisfied and what outcome you are seeking from the complaint. If you wish to register a complaint you must do so in writing to:

First Stage Complaints Handling
Customer Services
James Gibb Property Management Ltd
Red Tree Magenta
270 Glasgow Road, Glasgow
G73 1UZ
customerservices@jamesgibb.co.uk

We will reply within 7 working days confirming a timescale for resolution. We will investigate the complaint and endeavour to resolve it within 28 days. We may ask you for additional information to assist us in the delivery of a response which could affect timescales for final response. Where it is not possible to resolve the complaint within this timescale, we will keep you updated and advise you of the revised timescale for providing our final response.

If you are dissatisfied with the response, you have the right to escalate the complaint to:

Final Stage Complaints Handling
Head of Residential Management
James Gibb Property Management Ltd
Red Tree Magenta
270 Glasgow Road, Glasgow
G73 1UZ
customerservices@jamesgibb.co.uk

If you still remain dissatisfied following Final Stage Complaints Handling, you have the right to apply to the First Tier Tribunal for Scotland at the address undernoted. You must provide evidence that you have notified your Property Factor of your complaint and demonstrate that the Property Factor has refused to resolve the complaint or has unreasonably delayed resolving it. You should provide copies of any correspondence which you have sent and received from your Property Factor regarding your complaint, including the Factor's response to your notification of complaint. You should also include a copy of this Written Statement of Services.

The Housing and Property Chamber
First-tier Tribunal for Scotland
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT
hpcadmin@scotcourtstribunals.gov.uk

A copy of this Written Statement is available at James Gibb Property Management Ltd.

Version History

- First release – January 2013.
- Issue 12 – Full review in line with amendments to the Property Factors (Scotland) Act 2011: Code of Conduct for Property Factors.
- Issue 13 – Full review.
- Issue 14 – Addition of paper copy charge.
- Issue 15 – Full review.
- Issue 16 – Full review.
- Issue 17 – Full review.

James Gibb
residential factors

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