

The property people

ROSS &
LIDDELL

Service Level Agreement

HEAD OFFICE

🏠 60 St. Enoch Square
Glasgow
G1 4AW
☎ 0141 221 9266

LETTINGS OFFICE

🏠 89 Byres Road
Glasgow
G11 5HN
☎ 0141 334 3670

PAISLEY

🏠 5 Glasgow Road
Paisley
PA1 3QS
☎ 0141 887 9365

EDINBURGH

🏠 6 Clifton Terrace
Edinburgh
EH12 5DR
☎ 0131 346 8989

DUNDEE

🏠 Unit 19 City Quay
Camperdown Street
Dundee DD1 3JA
☎ 01382 201 535

RESIDENTIAL PROPERTY MANAGEMENT SERVICE LEVEL AGREEMENT DECEMBER 2016

CLIENT SERVICE LEVEL AGREEMENT

The contents of this document will be reviewed periodically and updated as we consider appropriate.

The current document will always be available from our web site ross-liddell.com alternatively a paper copy will be supplied on request.

We will endeavour to attain these service levels no matter the circumstances and will work with clients to identify those service criteria most critical to their individual development and requirements.

An appendix, where applicable, is attached to this schedule, providing information specific to your property and to you as our client, and should be read in conjunction with this document. Our service commitment to clients is contained in the following sections:-

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SERVICES

We will arrange routine maintenance repair work to common parts. We will issue common charges accounts in accordance with title requirements detailing incurred expenditure.

We will arrange Insurance Cover as set out in the building/developments Title Deeds or Deed of Conditions.

The provision of additional services may incur further expenditure the details of which will be agreed with owners in advance of incurring additional expenditure.

1. SERVICES, REPAIRS AND RESPONSE TIMES

We offer a full management, or grounds maintenance only, service dependent on Owner / Title requirements. An appendix, where applicable, is attached to this schedule, providing information specific to your property and to you as our client, and should be read in conjunction with this document.

i. Inspections

Properties under our management will be inspected a minimum of twice per calendar year, although the inspection frequency is likely to be greater in most cases. The inspections will usually be carried out by a Property Manager and will be a visual inspection only, from ground level, unless specified otherwise by written agreement, subject to payment of costs by owners where Title conditions apply, or where standing arrangements exist between us and co-proprietors.

We will inspect the fabric of buildings, internal stairwells, bin stores and landscaped areas, as appropriate. Any defect issues will be noted and action taken following inspection. Our property managers are not carrying out a formal building survey or risk assessment, but these can be arranged separately as required, on behalf of owners. If these additional services are requested, a fee proposal will be submitted for approval.

If considered necessary, following an inspection, we will provide Owners with a Programme of Works, detailing matters of maintenance or repair, arising directly from our inspection. A Programme of Works will only be issued in the event that the required works are out with the scope of Emergency Works, or Routine Repairs and Maintenance, which would normally be instructed on behalf of homeowners, under the terms of this Service Level Agreement

2. REPAIRS

Repairs fall into the following three broad categories:-

i. Emergency Works

We aim to ensure emergency repair works are undertaken within a reasonable and practical timescale, once notified to our office, or as mutually agreed between client and contractor. In the event that circumstances prevent a full repair, we will instruct contractors to make a temporary repair and advise clients of the timescale for full repair. Emergency repair works can be reported to us on the telephone numbers, or e-mail addresses, as shown in the Communication Arrangements Section on page 9. 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 & 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 on page 4.

Ross & Liddell clients insured on one of our block/common policies, can also contact our Insurer's Loss Adjusting Company, McLarens, 24 hours a day, on 0333 0148456, where assistance with emergencies will be offered.

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Should you require the services of an emergency tradesman out with normal hours, you can telephone us using the numbers in the Communication Arrangements Section of this document. You will hear a recorded message providing details of emergency contractors, who you can contact directly for assistance. Alternatively, please visit our website at ross-liddell.com

You should anticipate that out of hours calls to tradesmen will incur charges at increased call-out rates, therefore we ask you to carefully consider the merits of what an emergency contractor will be able to achieve before arranging a call-out. The call-out service applies specifically to repairs to common property, and any call-out in respect of a private dwelling should be reported to a private contractor, or reported to any contractor from our call-out list, on the basis that you accept the responsibility for full payment of their call-out invoice.

ii. Routine Repairs

We aim to instruct contractors the same/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 you and your fellow proprietors, 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 clients accordingly.

iii. 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 for major repair works. Additional fees will be incurred for the appointment of surveyors, architects, etc.

All owners have an obligation to maintain their property, and legislation/Title Deeds, Deeds of Conditions permits 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 contractors 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 a Joint and Several Liability.

iv. Maximum Response Times

| CATEGORY | EMERGENCY REPAIRS | ROUTINE REPAIRS |
|----------------|-------------------|-----------------|
| Plumbing | 4 hours | 7 days |
| Roofing | 24 hours | 21 days |
| Electrical | 4 hours | 7 days |
| Joiner work | 24 hours | 7 days |
| Lift trap | 1 hour | N/A |
| Lift breakdown | 4 hours | N/A |

3. COST OF REPAIRS

Other than in the case of an emergency, or repairs which fall out with an agreed authority level, we will advise clients of costs prior to instructing any major repairs. 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. Call out charges to investigate building faults will be billed as common expenditure, unless we can determine that the faults are specific to a particular client or group of clients.

4. 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 contractors work is regularly assessed based on inspections and feedback from clients.

5. PROPERTY FUNDING

Clients 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, or Deed of Conditions, and generally will require the client 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.

i. 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 or Deed of Conditions, 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 will review the level of float held on your behalf to determine that it remains sufficient to meet priority funding in the future.

ii. Advance Charge

Where a Deed of Conditions 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 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 with the next advance charge due. The level of charge going forward will be reviewed half yearly, or annually, to reflect changing levels of expenditure.

iii. Sinking Fund

If a Sinking Fund exists for the property, this will be held in a separate interest bearing bank account 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.

6. INSURANCE

Please note that we are authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities only.

Ross & Liddell also have an insurance department who will provide guidance to clients as and when required.

i. Cover and Premiums

Where required either by request, Deed of Conditions or Title Deed, we will arrange, via our appointed brokers, a comprehensive common buildings policy on behalf of our proprietors.

ii. 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.

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 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, and proprietor contents.

iii. Difference in Conditions

If the title deeds allow, owners can arrange individual building insurance with other Insurance companies. Whilst the adequacy of the building sum insured will be the responsibility of each individual owner, unless owners can obtain, and provide written confirmation from their Insurers that their policy cover extends to include the following;

- Property owners Liability at £10million
- Innocent Non-Disclose Clause
- Contract works limit - £1,000,000
- Fly Tipping - £25,000
- General Interest Clause
- Obsolete Building Materials
- Alternative Accommodation at 20% of the Sum Insured
- Trace & Access - £5,000
- Excess Levels at no less than existing under R&L building insurance policy

R&L will arrange for cover to be in place and will invoice the owner in November of each year an annual charge of £25.00.

iv. 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.

Where Ross & Liddell arrange a common buildings insurance policy, we will seek to instruct a reinstatement valuation every 5 years, or at such lesser intervals as may be agreed with the proprietors. We will provide details of the fees to be incurred, and how these will be apportioned between the responsible proprietors, prior to instructing the valuation. The frequency of the valuations may be varied if so instructed by a majority of the proprietors voting, if appropriate, in accordance with the terms of a Deed of Conditions or other Title deed.

v. 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.

vi. Claims

In the event of a claim occurring at your property, Insurers have appointed McLarens Loss Adjusters to deal with all material damage claims on their behalf. McLarens offer a 24 hour service and can be contacted by email on ukpropertyclaims@mcclarens.com or by telephone on 03330 148456.

Your property manager will deal with claims relating to the common areas with proprietors having direct access to McLarens to deal with claims relating to their individual properties.

McLarens have a dedicated team dealing with R&L claims with R&L insurance department also available to assist with private claims

vii. Insurance Commission

We do not charge proprietors a fee for our Insurance services. However, we do receive commission from the Insurer, which is utilised for the administration of the policy. Details of commission received will be supplied to you on an annual basis, or upon request.

Please note that we are authorized, and regulated, by the Financial Conduct Authority in respect of insurance mediation activities only.

Ross & Liddell also have an insurance department who will provide guidance to clients as, and when, required.

7. FEES

i. Management Fees

Our Management Fee covers the provision of our management service and will be reviewed 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.

ii. 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 normal management service and we will, therefore, charge a fee to cover our work. Our standard Apportionment Fee is £45 plus Vat, however, a higher fee may apply, if matters become complicated or protracted. We will confirm the fee to the solicitor in our initial response, and thereafter will include the fee in the seller's common charges account.

8. ACCOUNTING

i. Common Charges

We normally account to clients in accordance with the terms of the Deed of Conditions. 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 suppliers invoices will already have been paid on our clients' behalf.

ii. Methods of Payment

Clients have a variety of payment options, in respect to their account.

Payment can be made by Debit, or Credit, Card, through our secure on line portal, via our website (www.ross-liddell.com), or by telephone to any of our offices. Alternatively, we also accept payment by cheque, cash, or bank-giro credit, either by post, or at our offices.

Installment arrangements are also available allowing you to spread the payment of common charges accounts by making monthly payments by Direct Debit, Standing Order, etc.

9. ACCOUNT DISPUTES

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 the property manager/administration department/by telephone, letter or e-mail. 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.

i. 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,

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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.

ii. First Reminder

If, following issue of the account, payment remains outstanding, we will issue a First reminder after a minimum of 21 days which will include intimation of an administration or interest charge should the account remain unpaid for a further 14 days, resulting in the requirement to issue a Second reminder.

iii. Second Reminder

If settlement is not agreed or repayment terms agreed fourteen days after the issue of a second reminder 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. In the event that such a notice is issued you will be liable for a further administration charge

iv. 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.

v. Spreading of debt

We may notify co-proprietors if one or more owner(s) do not fulfill their obligations to reimburse the managing agent 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.

10.COMMUNICATION ARRANGEMENTS

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.

We will provide information in a clear and concise manner, appropriate to the circumstances, and in accordance with Title Deeds or Deed of Conditions.

i. Telephone

Each property is allocated a specific Property Manager. If the manager is not available, we will return calls within 1 working day. We will of course aim to address all queries during any initial telephone call, or meeting. If this is not possible, the manager will ensure that clients receive a full response to their query within 7 working days. In the event that a full response cannot be provided within this period, we will confirm this in writing and intimate to clients our intended actions, and timescale for reverting with a full response.

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ii. Letters & E-mail

We will respond to written queries within 7 working days of receipt. In the event that a full response cannot be provided within this period, we will confirm this in writing and intimate to clients our intended actions and timescale for returning with a full response.

iii. In Person

Our Property Managers regularly inspect their properties and will be happy to meet with individual clients on site during these visits. In order that sufficient time is allowed for such meetings, we would ask that clients contact us in advance to arrange an appointment. Alternatively, we will be happy to meet with clients at the office from which their property is managed. We currently have offices in Glasgow, Paisley, Edinburgh and Dundee.

iv. New Clients

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

v. 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 the property manager on a structured basis. The spirit of co-operation and involvement created among owners and the Property Manager benefits all.

vi. Out of Hours Contact

Our normal hours of business are between 9am and 5pm, Monday to Friday.

However, we appreciate that clients may require emergency assistance out with these times, and we operate an Out of Hours Service to deal with emergency repairs. This automated service provides clients with emergency contacts for various tradesmen who are approved to attend properties which we manage. Clients should note that emergency repairs may be charged at the contractors out of hour's rate.

Emergency information can be obtained for our Glasgow Office on 0141 221 9266, our Paisley Office on 0141 887 9365, our Edinburgh Office on 0131 346 8989, our Dundee Office 01382 201 535, or at ross-liddell.com

11. 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 managers of residential property, except as stated in this document.

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

12. COMPLAINTS PROCEDURE

We aim to provide clients with a level of service which will be to their satisfaction, however, we recognise that this is not always possible and we have, therefore, put in place a defined complaints procedure, with a view to investigating and resolving clients concerns quickly and effectively.

In the first instance any queries, concerns, or issues, regarding our services should be raised with your appointed Property Manager. In event that your Property Manager has been unable to resolve any issue to your satisfaction, you should raise your concerns with their Head of the Department, either in writing, or by telephone, in order that they may assist in resolving matters.

In the event that matters are not resolved to your satisfaction, and in order to ensure that your complaint can be thoroughly investigated, and a definitive response provided, by the appropriate Director, or senior member of our staff, we would ask that complaints be addressed as follows:

13. PROPERTY MANAGEMENT COMPLAINTS

If you have a complaint regarding the Property Management services we provide, you should initially, write to the appropriate Service Director as detailed below who will acknowledge receipt of your complaint within 10 working days, and aim to respond fully to your complaint within 21 working day, however if this is not possible, we will provide you with an explanation and amended timescale for replying to you fully.

i. Edinburgh & Dundee Offices

Contact - Andrew Cunningham, Director – 6 Clifton Terrace, Edinburgh EH12 5DR

ii. Glasgow & Paisley Offices

Contact- Brian Fulton, Director – 60 St Enoch Square, Glasgow, G1 4AW

If you are unsure about whom to contact then please e-mail complaints@ross-liddell.com, or alternatively write to Ross & Liddell, 60 St Enoch Square, Glasgow G1 4AW, providing details of your property, and property manager, together with details of your complaint. We will ensure that your complaint is forwarded to the appropriate Director, who will respond within the timeframe outlined above.

If you remain dissatisfied, following receipt of a response from the appropriate Director, you should refer full details of your complaint, in writing, to Mrs. Irene Devenny, Managing Director, Ross & Liddell, 60 St Enoch Square, Glasgow, G1 4AW.

Your referral will be acknowledged in writing, within 10 working days of receipt, and the company's final decision regarding your complaint will be issued within 21 working days, from that acknowledgement. If this is not possible, we will provide you with an explanation and an amended timescale for providing a full response.

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R&L

If your complaint is not resolved to your satisfaction, having been processed to a conclusion through our complaints procedure, referring specifically to property management, you may lodge a complaint in writing with the First-tier Tribunal for Scotland Housing and Property Chamber, as provided by the Scottish Government.

Their website address is www.housingandpropertychamber.scot and their contact details are:-

First-tier Tribunal for Scotland Housing and Property Chamber
Scottish Courts and Tribunal Service
4th Floor
1 Atlantic Quay
45 Robertson Street
GLASGOW
G2 8JB

T: 0141 302 5900

E: HPCadmin@scotcourtribunals.gov.uk

14.INSURANCE COMPLAINTS

Ross & Liddell Ltd is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310429.

Any enquiry or complaint you may have regarding your insurance policy should be addressed, in the first instance, to Mrs Rita Glendenning, Associate Director, Insurance Department, Ross & 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 of Insurances, Ross & Liddell, 60 St Enoch Square, Glasgow, G1 4AW.

When you have received a reply from Ross & Liddell, and if you still remain dissatisfied, for our insurance activities only, you may be able to refer the matter to the

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London, E14 9SR
Or

www.financial-ombudsman.org.uk

If you remain dissatisfied, and consider that there has been a breach of the Property Factor Code of Conduct or any other property factor's duty relating to insurance, there is an option of lodging a complaint in writing with the Homeowners Housing Panel whose details are set out above.

15. TRANSFER OF MANAGEMENT

Should owners wish to terminate our management service, they should refer to their property's Title Deeds / Deed of Conditions, 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 Deed should be stipulated, and in the absence of a specified period, 4 weeks' Notice of Termination should be provided.

If the Title Deeds 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.

It should be noted that where Ross & Liddell arrange the common insurance policy for the property, the insurance cover will continue until the next renewal date, as cover is placed at each renewal for a period of 12 months, and no return premium is available in the event of early cancellation.

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 circumstance 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 & 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 we 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.