

The property people

ROSS &  
LIDDELL

# Service Level Agreement

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# RESIDENTIAL PROPERTY MANAGEMENT

## SERVICE LEVEL AGREEMENT NOVEMBER 2022 2<sup>ND</sup> EDITION

### 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](http://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.

Where Ross & Liddell arrange a common buildings insurance policy, we will seek to instruct a reinstatement valuation every 5 year, 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.

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 are inspected a minimum of twice per calendar year, although the frequency of visits is likely to be greater in most cases. The inspections or site visits will usually be carried out by a Property Manager and will be a visual inspection only, from ground level. This is 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 review 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 if 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, QUESTGATES, 24 hours a day, on 0800 195 5684, where assistance with emergencies will be offered.

Should you require the services of an emergency tradesman out with normal hours, you can telephone us using the numbers in the Communication Arrangements Section of this document. Alternatively, please visit our website at [www.ross-liddell.com](http://www.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.

### ii. Routine Repairs

Repairs can be reported to our office via telephone or by email to [repairs@ross-liddell.com](mailto:repairs@ross-liddell.com). 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, permit works to be instructed on a majority basis, however, we will normally seek advance funding for the whole cost prior to instructing repair work. We do so to ensure full funding is available on satisfactory completion of the work, to settle the contractor's invoice, and to ensure that fellow proprietors are not left to make up a shortfall due to a defaulting proprietor(s). Title conditions impose this type of liability, known as 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 within 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. Where work is cancelled, homeowners will be made aware in a reasonable timescale and information will be given on the next steps and what will happen to any funds collected to fund work. 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 contractor's 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 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 Ross & Liddell Ltd is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310429.

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. Optional covers are also available such as Directors & Officers Insurance, Legal Expenses and Proprietor Contents insurance with quotations available upon request.

**iii. Request for non-renewal of building insurance**

It should be noted that the common building insurance policy, arranged by Ross and Liddell, is an annual contract, effective from the renewal date, being 15th May each year. This means that insurance cover cannot be cancelled during the annual policy term, unless in particular circumstances, which are clearly outlined in the policy documentation. Where we currently arrange common building insurance, renewal will continue each year, to ensure that developments are insured, notwithstanding that the title deeds may allow for owners to arrange their own building insurance, either individually, or jointly on a total building sum insured basis. If owners wish to withdraw from the common policy, arranged by Ross & Liddell, then they must confirm this to us in writing, and provide evidence of alternative insurance, prior to the renewal date. As the common insurance policy arranged by Ross & Liddell is a commercial contract, owners are advised that the policy does not provide for a cooling off period and contains no individual rights of cancellation. In circumstances where the title deeds provide, or allow, for

owners to arrange building insurance directly on individual policies, or jointly on a total building sum insured basis, then owners should ensure that the building sum insured represents the full reinstatement cost of the property, including common areas, and that cover similar to that arranged by Ross & Liddell is maintained. Owners should be aware that failure to arrange adequate building insurance cover leaves all owners' properties within an individual block of flats at risk.

#### **iv. Evidence of Insurance**

In respect to properties for which the title deeds do not stipulate that a common building insurance policy should be in place, there remains a statutory duty on owners to arrange adequate building insurance cover for their individual property including the applicable proportion of common areas. This is extremely important for owners of flatted properties as, in the absence of placing adequate individual insurance, owners jeopardise not only their own property but also that of all other owners within the development / block of flats. If a block of flats is not insured in full then, in the event of a claim, there will be insufficient funds to fully reinstate the block as a whole, with potentially serious consequences for owners and their homes.

In order that we may be aware of any potential risk to owners, we ask that those owners who do arrange their own buildings insurance provide us with written, and signed, confirmation of their Insurance, noting the Insurance Company and address, policy number, and confirming that the building sum insured represents the full re-build costs for the property including their proportion of the common areas. We require this information by no later than 30th July each year. After this date owners may contact Ross & Liddell's Insurance Department to enquire as to whether we have received written evidence that their development/block of flats is insured in full. We will let you know if we have concerns, however, due to Data Protection Legislation, we will be unable to provide specific details of any individual properties that have not provided us with evidence of insurance. Under such circumstances we recommend that owners request a meeting of all owners, via their property manager, to address the issue.

#### **v. 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.

#### **vi. 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.

#### **vii. Claims**

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

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

QUESTGATES has a dedicated team dealing with R&L claims with R&L insurance department also available to assist with private claims. Contact details for QUESTGATES are detailed on your certificate of insurance.



**viii. Insurance Commission**

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

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

Ross & Liddell Limited do not charge our clients a fee for the Insurance Services which we provide in respect of our managed properties. Instead, Insurance Commission is received in order that we are able to offset the costs incurred in administering your Insurance Policy, including printing, stationary and postage relating to the production, and issue of Insurance Certificates and all of the supporting documentation required to comply with all relevant FCA Regulations, dealing with the common claims and assisting clients with their private claims.

In addition, and not least, we are required to guarantee payment of premiums due under the Insurance Policy and to pay our Brokers a fee to secure their market knowledge and experience, to ensure a competitive renewal for clients.

In the current market we believe that acceptance of Insurance Commission represents the most cost-effective mechanism for provision of Insurance Services to clients.

Ross & Liddell's Common Insurance Policy is written specifically for properties factored by Ross and Liddell only, and is held in joint names, showing the policyholder as being the Co-proprietors and Ross and Liddell.

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

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

## **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 £60 plus VAT for a Ground only development, £100 plus VAT for a Flatted development and £200 plus VAT for a Commercial Unit, however a higher fee may apply, if matters become complicated, protracted, or additional documents are required. We require 7 to 10 working days' notice to undertake apportionment, and we will confirm the fee to the solicitor in our initial response. For apportionments with less than 7 working days' notice, an express apportionment fee of £90 plus VAT for a Ground only development, and £150 plus VAT for a Flatted development will apply, and thereafter we 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 supplier's 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 web portal, via our website ([www.ross-liddell.com](http://www.ross-liddell.com)), or by our automated, 24 hours, 7 days a week touchtone telephone menu driven payment system, 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.

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

### **iii. Property Sales**

We shall arrange to apportion your final Common Charges account as at the date of sale, you will incur an apportionment fee as per Section 7.ii. We will endeavour to issue this final account within three months of the date of sale, subject to all supplier invoices having been received, in accordance with the terms of the Property Factors (Scotland) Act 2011.

## **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, 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 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 made or repayment terms agreed by 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 the 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. Notice of Potential Liability**

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

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

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

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

**vi. Spreading of debt**

We may notify co-proprietors if one or more owner(s) do not fulfil 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. Access to any information, documents or policies you may need to understand our services will be available on our client portal or website and hard copies can be made available on request.

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

**i. Telephone**

Details of our working hours and office closures is available on our website. Each property is allocated to a specific Property Manager or Management Team. 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 10 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.

**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 visit 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, 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**

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

Tradesmen will only attend in the case of a true emergency affecting common areas, therefore you will be asked some questions when you call us, to determine whether contractors attendance is appropriate. A contractor attending out with normal working hours will incur increased call out rates, which will be charged to your property, therefore please only call in case of an emergency and when the matter cannot wait until our office reopens

**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.

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

## **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, and addressed by, your appointed Property Manager, preferably in writing.

In the event that your Property Manager has been unable to resolve any issue to your satisfaction, and in order to ensure that matters may be thoroughly investigated, a resolution sought and a definitive response provided, by the appropriate senior member of staff, we would ask that formal complaints be addressed as follows:

## **13. PROPERTY MANAGEMENT FORMAL COMPLAINT ESCALATION**

If you have a complaint regarding the Property Management services we provide, which you do not believe has been satisfactorily addressed by your Property Manager, you should initially escalate matters in writing, to **Jennifer Johnston, Complaints Resolution Manager, 60 St Enoch Square, Glasgow, G1 4AW, by post, or by e-mail to [j-johnston@ross-liddell.com](mailto:j-johnston@ross-liddell.com).**

We will carry out an initial review of your complaint and, where considered appropriate, we may contact you by telephone to discuss the issues raised and seek to resolve matters to your satisfaction.

In the event that the nature of your complaint requires a formal written response, or where initial discussions to resolve matters have been unsuccessful, we will provide a written acknowledgement of your complaint within 5 working days. Thereafter we will aim to respond fully to your complaint, in writing, within 15 working days from the date of our written acknowledgement. If this is not possible, we will provide you with an explanation and an amended timescale for replying to you.

**If you remain dissatisfied, following receipt of our Complaint Resolution Manager's formal written response to your complaint, you should provide written details of any outstanding issues, or concerns, together with details of your preferred resolution, to Jennifer Harkins, Director, Ross & Liddell, 60 St Enoch Square, Glasgow, G1 4AW.**

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

If, following our final written response, we have been unable to resolve matters to your satisfaction, and having exhausted our Complaint Resolution Process, you have the option to

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refer your complaint, to the Housing and Property Chamber First-tier Tribunal for Scotland, as provided by the Scottish Government.

Their website address is <https://www.housingandpropertychamber.scot> and their contact details are as follows: -

Housing and Property Chamber  
First-tier Tribunal for Scotland  
Glasgow Tribunals Centre  
20 York Street  
Glasgow  
G2 8GT

E: [HPCAdmin@scotcourtsribunals.gov.uk](mailto:HPCAdmin@scotcourtsribunals.gov.uk)

### 14. CONTRACTOR COMPLAINTS

Complaints involving a contractor will be actioned following a written request from a client, the details of which will be forwarded to the contractor concerned, with a request for their immediate attention, and we will require them to respond within 10 working days. If the contractor is unable to comply with this time limit, we will advise you accordingly and provide you with details of the reason why, and a timescale to answer the question posed. Further details of our complaints procedure are shown on our website [www.ross-liddell.com](http://www.ross-liddell.com).

### 15. INSURANCE COMPLAINTS

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

Any enquiry or complaint you may have regarding your insurance policy should be addressed, in the first instance, to the Head of the Insurance Department, Ross & 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:

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

[www.financial-ombudsman.org.uk](http://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.

## **16. 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.

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

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

In the event that Ross & Liddell wish to terminate our management of a property, we will provide all owners with a minimum of 4 weeks' written notice, of the termination date.

Service, or utility supply, contracts entered into on behalf of co-proprietors, in our capacity as Factor, will normally be transferred to the new Factor. In circumstances where there is no incoming Factor, or they do not wish to adopt the existing contract, or where a utility, or service, contract is held in the name of Ross & 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.



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We will arrange to undertake a final account for the development and issue it directly to all individual Owners, within 3 months of the date of termination, in accordance with the terms of the Property Factors (Scotland) Act 2011.

*It should be noted that where Ross & Liddell arrange the common insurance policy for the property, the insurance cover will end at the same time as our appointment as Property Manager. Owners, or the incoming Property Manager, will require to arrange alternative, and appropriate, Common Insurance Cover, in compliance with the Title Deed provisions, from the date of Termination.*

*Ross & Liddell's Common Insurance Policy is written specifically for properties factored by Ross and Liddell only, and is held in joint names, showing the policyholder as being the Co-proprietors and Ross and Liddell.*

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

*If authorised, any return premium will be provided on a "pro rata" basis, less Commission, as previously outlined within Insurance Section 6 viii .*

## 17. PRIVACY NOTICE

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

As a client of Ross & Liddell Limited, information received about you will be processed and stored. This personal data will be held solely for the purposes of performing our duties as Managers of your property. From time to time, certain elements of this information may be provided to other directly interested third parties, where we are lawfully permitted to do so, and where such disclosure is made by us to meet our obligations as property managers.

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

Applications for information should be made in writing

Data Subject Request  
Ross & Liddell Limited  
60 St. Enoch Square  
Glasgow  
G1 4AW

Or emailed to [dataprotection@ross-liddell.com](mailto:dataprotection@ross-liddell.com)

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

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

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

You have the right to complain to the information Commissioner's Office which enforces all data protection regulations and laws: <https://ico.org.uk/>

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

**18. HISTORY OF CHANGES TO SERVICE LEVEL AGREEMENT**

First Issue – October 2012

1<sup>st</sup> Update – October 2013

- I. Pages 5/6 – Cover and Premiums & Claims details updated.
- II. Pages 9/10 – Transfer of Management updated.

2<sup>nd</sup> Update – April 2015

- I. Cover page amended to include all offices
- II. Page 3 – Emergency Works updated with new Loss Adjusters details
- III. Page 6 – New Section added – Property Owners Liability (POL)
- IV. Page 6 – Claims updated with new Loss Adjuster
- V. Page 9/10 - Complaints Procedure updated, responsible persons added for the property management east and west divisions, and also the Insurance Services

3<sup>rd</sup> Update – December 2015

- I. Rebrand applied
- II. Contents re-indexed to make it more user friendly
- III. Section 1.c – Inspections updated
- IV. Section 6.n – New heading added for Reinstatement Valuations
- V. Section 9 – Debt Recovery stages updated
- VI. Section 13 – Insurance Services – paragraphed added detailing HOHP can also deal with beaches of factor’s duty in relation to insurances
- VII. Section 14 – Transfer of Management updated

4<sup>th</sup> Update – May 2016

- I. Sections 1a/b/c of the December 2015 SLA moved to Section 10.iv/v/vi
- II. Section 1.i – Inspections updated
- III. Sections 5.k Account Disputes of the December 2015 SLA moved to a new Section 9 - Account Disputes
- IV. Section 6.iii Insurance – Difference in Conditions section added
- V. Section 6.iv Insurance – Reinstatement Valuations renamed to Building sum insured and updated
- VI. Section 6.v insurance – New section added for Material Facts
- VII. Section 6.vi insurance – Claims updated
- VIII. Section 8.ii Accounting - Methods of Payment updated
- IX. Section 9 Account Disputes – Debt recovery stages updated
- X. Section 12/13/14 Complaints procedures – updated
- XI. Section 15 Transfer of Management – updated

5<sup>th</sup> Update – July 2016

- I. Section 6.iv insurance – Building sum insured updated
- II. Section 9.iv Account Disputes – New section added for court proceedings
- III. Section 10. i & 10.ii Communication – Telephone, Letters & E-mail updated
- IV. Section 13 Complaints – HOHP contact details updated to new First tier Tribunal details

6<sup>th</sup> Update – December 2016

# RESIDENTIAL PROPERTY MANAGEMENT

## SERVICE LEVEL AGREEMENT NOVEMBER 2022 2<sup>ND</sup> EDITION

I. Section 13 Complaints – HOHP contact details changed to First tier Tribunal details  
7<sup>th</sup> Update – February 2017

I. Section 7.11 Fees – Apportionment Fee updated

8<sup>th</sup> Update – April 2018

I. Paisley Office removed from front page, and from Sections 10.vi & 12.ii

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

III. Section 6.iii - Difference in Conditions replaced with the Request for non-renewal of building insurance section

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

V. Section 6.v - Building sum insured updated

VI. Section 6.vii – Claims, Loss adjusting details updated

VII. Section 6.viii - Insurance commission updated

VIII. Section 7.ii - Apportionment Fee updated

IX. Section 8.ii – Methods of Payment updated

X. Section 16 - Data Protection – New section added

9<sup>th</sup> Update – April 2019

I. Section 13 – Complaints updated – Mr Fulton's details removed and Andrew J Cunningham's details updated

10<sup>th</sup> Update – June 2019

I. Section 13 – Complaints updated – A new Complaints Manager has been added for each of the Glasgow, Edinburgh and Dundee Office

11<sup>th</sup> Update – July 2020

I. Section 14 – Complaints updated – Mrs Rita Glendenning, Associate Director, was replaced by Gordon McGlone

12<sup>th</sup> Update – January 2021

1. Section 10.vi – Out of hours contact updated

2. Section 13 – Complaints updated – A new Complaints Procedure has been put in place, applying to all offices, with Senior Property Manager for each Management Team, now addressing initial formal complaints. Complaints Manager, Ms Jennifer Johnston, appointed to investigate and review escalated Complaints and provide a final response, on behalf of the company, under our amended Complaints Procedure. Individual office contacts, and Mr Andrew Cunningham, removed from procedure and replaced with Complaints referral details by office address, and Ms Jennifer Johnston contact details.

13<sup>th</sup> Update – February 2022

1. Section 1.i – Inspections updated

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

3. Section 2.ii – Routine Repairs contact details updated

4. Section 3 – Cost of Repairs updated

5. Section 5.iii – Sinking Funds updated

6. Section 6.iv – Evidence of Insurance updated

7. Section 7.ii – Apportionment Fees updated

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

9. Section 10 – Communication Arrangements updated

# RESIDENTIAL PROPERTY MANAGEMENT SERVICE LEVEL AGREEMENT NOVEMBER 2022 2<sup>ND</sup> EDITION

10. Section 10.i – Telephone details updated
11. Section 10.iii – In Person updated
12. Section 11 – Declaration of Interest, building Surveyors removed
13. Section 12 – Complaints Procedure updated
14. Section 13 – Property Management Complaint heading renamed to Property Management Formal Complaint Escalation. Contact and First Tier details updated.
15. Section 14 – New Section inserted, CONTRACTOR COMPLAINTS
16. Section 15 – Insurance Complaints updated
17. Section 16 – Transfer of Management updated
18. Section 17 – Data Protection renamed to Privacy Notice. ICO registration number and contact details added

## 14<sup>th</sup> Update – June 22

1. Section 13 – Complaint escalation contact updated

## 15<sup>th</sup> Update – November 22

1. Section 6.viii – Insurance Commission and Return Premiums Updated
2. Section 15 – Insurance Complaints updated
3. Section 16 – Common Insurance Policy updated as at Termination

## 16<sup>th</sup> Update – November 22

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