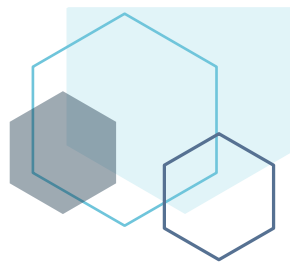


SHAFATULLA PROPERTY MANAGEMENT

Written Statement of Services

Revised Edition 2021





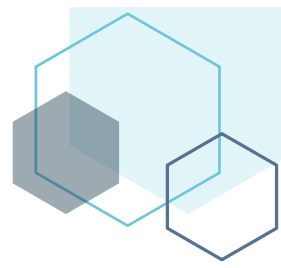
Contact Information

Website: www.spmglasgow.co.uk

Email: info@spmglasgow.co.uk

Phone: 01414045457

Shafaatulla Property Management Ltd trading as SPM. Company Number SC409923. Company Registered in Scotland. Scottish Government Factor Registration Number PFOOO175. Scottish Letting Agent Registration Number LARN1903051. Landlord Registration Number 6090091/260/20101. SPM (FRN 616405) is an appointed representative of Kelvin Smith Insurance Brokers Ltd (FRN 486396) who are regulated and authorised by the Financial Conduct Authority.



The Statement

In accordance with the Property Factors (Scotland) Act 2011, this statement sets the Terms and Service Delivery Standards of the arrangement between Shafaatulla Property Management Ltd and all Homeowners.

Management Fee: £59.95 Bi-annually

Float Requirement: £100

Property Factor Registration Number: PF000175

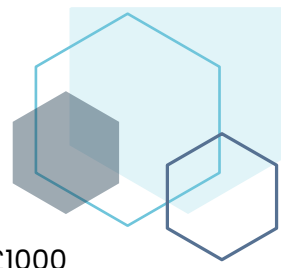
Shafaatulla Property Management Ltd is the property factor for your home and estate. We are a property factor as defined within Section 2 of the Act.

List of Standard Factorial Services

Repairs and Maintenance

- We will arrange all common repairs and maintenance in your building and any common land by instructing relevant contractors and service contractors on behalf of you and all other homeowners in your building.
- Where appropriate we will enter into agreements with contractors and service contractors, i.e. for back court maintenance plans and close cleaning. Where appropriate we will also arrange the employment and payment of onsite staff.
- We will arrange a mandatory annual roof and gutter inspection for each block we manage, up to the limit of £350 (not including VAT). The inspection will involve a gutter clean and repair up to the value of £350 (of the gutters & roof). This is to ensure your homeowners insurance policies clauses are met that the roof and gutters are kept in a fit state of repair. Comments and recommendations from our appointed roofer will be sent to you and all homeowners in your building regarding the state of your roof. Photos of before and after are available on request.
- If you or a homeowner in your building makes a complaint about the level and quality of any workmanship carried out in their building, we will make every effort to resolve and come to a satisfactory outcome.

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- Where we have to coordinate any repairs or maintenance – over the value of £1000 (Not including VAT) – a minimum of 2 estimates will be obtained. We may provide a quote from Shafaatulla Property Maintenance as a quote. Any works over this value of £1000 (Not including VAT) will only proceed with the authority of the majority of homeowners' vote (or as stated in your title deeds). We reserve the right to ask for cleared upfront funds from you and all other homeowners in your building for any repairs or maintenance work over the value of £1000 (Not including VAT).
- Provision of advice on maintenance, repairs and improvements will be given if needed.

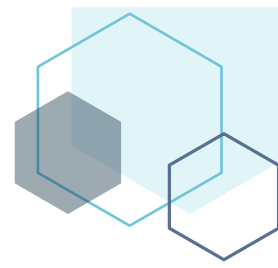
Insurance

- We will have in place appropriate common building block insurance will be arranged through our independent insurance broker. Insurance cover put in place may be for the whole building including common parts, property owner liability and engineering etc. Common building block insurance policies will only be arranged with the authority of the majority of homeowner's vote. Where there is no common block building insurance in place you and each homeowner in your building will be responsible for insuring your own property and common property.
- Intimating insurance claims relating to common property covered under insurance policies placed by our insurance brokers.
- Providing you and all other homeowners in your building with contact claim information for our insurance brokers Kelvin Smith Insurance Brokers. You can choose for Shafaatulla Property Management Ltd to deal with your insurance claim wholly using our approved insurance contractors.

Accounts

- Check all contractors and service contractors' invoices as per our instructions and ensure that they are arithmetically correct. This also applies to any estimates and quotations instructed by us. We will also ensure the correct level of VAT has been applied. We will also check the status of VAT registered companies we deal with.
- Ensure all contractor invoices are settled in the specified timescales. We may use the homeowners float to settle invoice if required.
- We will invoice you and all other homeowners in your building half yearly or quarterly (depending on the agreement with the block), which will include all relevant works and services carried to your building. The works of contractors and insurance(s) premium will be apportioned according to the title deeds requirements. Our management fee (payable in advance) will also be included in the invoices.

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- Collect and administer any cyclical maintenance funds and sinking funds.
- Employ legal action against any failure of payment of common charges. We will only do this once we have followed our debt recovery process.

Contractors

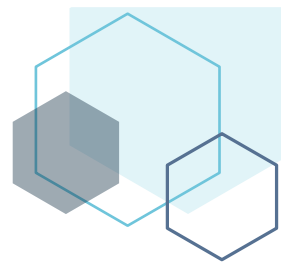
- We will use independent contractors based on their level of expertise or as directed by you and the majority of all other homeowners in your building. We may also use our own judgment based on the contractors' reliability, past experience and cost. We may use Shafaatulla Property Maintenance based on the job required to complete also.
- Communal stair cleans and communal garden maintenance will be carried by our own in-house contractors (Shafaatulla Property Maintenance). Pictures of the works completed will be available to all homeowners for a period of 7 days after the clean and maintenance has taken place. The appropriate rosters will be signed and dated at your building entrance or rear court building entrance for your and all other homeowners' inspection. If the rosters (for the stair clean or back court maintenance) are not signed, then there is no charge. Where Shafaatulla Property Maintenance will be carrying out the stair clean on a fortnightly basis we reserve the right for the stair clean to be carried out up to 2 days later or earlier than the day it is due.

Out of hour emergency contractors contact number is 0141 404 5457.

Administration

- Arrange quarterly (3 months) visits to the property.
- Be available to attend any homeowners' meeting.
- Help and provide assistance in the formation of any Property Owners' Association.
- Administer your, and all other homeowners in your building, communications daily.
- Administer communication and correspondences from third parties relating to the management of the common property and building. These will be the local council/authority, neighboring factor managers and professional advisors etc.
- Attending ad hoc meetings of homeowners, contractors, professional advisors and any others as required during our tenure as the management agent.

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Additional Factorial Services Available

As well as our standard factorial services, we also offer additional factorial services. These services will be agreed with you and all other homeowners in your building in advance, and an extra fee will be payable based on the additional service needed. The fee depends on the circumstances and is judged on a case-by-case basis.

- When you sell your property, we will make the necessary apportionment of any insurances, repairs and other outgoings between you and purchaser and provide any information to the solicitors involved. The additional fee of £75 will be payable by you (the seller).
- Any maintenance plans for your building, proposed future works and any other issues relating to your building will be communicated through the selling lawyer.
- If there is a proposed major repair and there is a need of a professional survey to advise on building defects or any other matters, we can arrange this through the use of a chartered building surveyor.
- We can assist with grant applications for maintenance works and coordinate substantial repairs and maintenance.

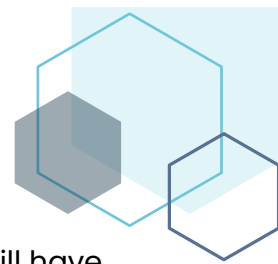
Shafaatulla Property Management Ltd will provide the foregoing services on the following basis:

Authority to Act

Our authority to act and any level of delegated authority will vary from property to property. We will have 3 main ways of acting.

1. By custom and practice. There is no formal agreed level of delegated authority.
2. By a house builder or developer. These will be explained further in the relevant title deeds.
3. Appointment by a majority decision by the homeowners'. There will usually be a more detailed description in the property title deeds. Our delegated authority will have been discussed at the homeowners meeting where the appointment was made.

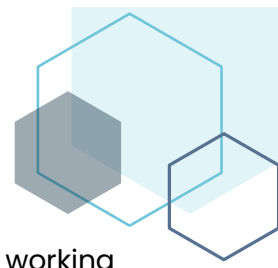
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In order to operate as an effective factor Shafaatulla Property Management Ltd will have delegated authority to carry out and instruct repairs and maintenance up to the value of £1000 (without VAT). This limit applies to each separate common repair or reinstatement work without the prior approval of you and all the other homeowners in your building. The repairs and maintenance issues can be highlighted by any other homeowner in your building or brought to our attention during our own inspections. We will use either our own in-house contractors, Shafaatulla Property Maintenance, or choose an independent contractor depending on the contractor's experience. At least 1 quote will be obtained for any repairs or maintenance works under £1000. Any repairs or maintenance work over £1000 (without VAT) will only be carried out if we have a majority of homeowners in your building agreeing. We reserve the right to ask for cleared upfront funds from you and all other homeowners in your building for any repairs or maintenance work over the value of £1000 (without VAT). Sometimes in an emergency we may be in a situation where emergency works takes us over the £1000 (without VAT) threshold. We will write to you and all other homeowners in your building as soon as possible after any emergency work is completed and advise of the scope of work that was involved. The decision to treat any repairs as an emergency will be made by Shafaatulla Property Management Ltd based on the conditions and hazards present. We will always treat you, our suppliers, contractors and all other homeowners in your building in a pleasant and professional manner at all times. Similarly, we expect you and all other homeowners in your building who have a query or complaint to display professional conduct at all times.

- Any written correspondence or emails will be addressed within 5 working days of receiving your correspondence. If the query results in more investigation being carried out, we will at least acknowledge your correspondence within 5 working days and outline when a final response will be likely.
- Phone call enquiries will be usually met there and then. If, however you are directed to our voicemail service, your call will be returned within 5 hours.
- All routine instruction to contractors is given by us as an 'Agent' on behalf of you and all other homeowners in your building. Any independent contractor instructed will have provided any necessary public liability. We may also ask for references from our contractors. Shafaatulla Property Management Ltd will not accept any responsibility for poor or defective workmanship from our independent contractors. However, we will try our utmost to rectify the poor workmanship. This is something we take very seriously.
- Although we do monitor your building regularly, we still need you and all other homeowners in your building to report any defects or works needing attention. Repairs (emergency and non-emergency) can be reported via email to info@spmglasgow.co.uk or by calling 0141 404 5457. Any works which is classed as an emergency will be dealt with immediately; routine repairs will be dealt with in 7 working days of your or all other

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homeowners' instruction. Any repairs requiring estimates will be dealt with in 10 working days.

Contractors appointed will be expected to attend in the following timescales (Subject to Health and Safety and Regulations, weather conditions and access).

Incident	Estimated Time Frame
Roof repair emergency	24 Hours
Plumbing emergency	6 Hours
Electrical emergency	6 hours
Roof repair non-emergency	7 Days
Plumbing non-emergency	5 days
Electrical non-emergency	5 days

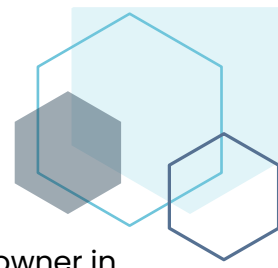
Please note that the above timescales and contractors refer to common issues only and are guidance time frames only.

All homeowners should do their best that their property does not cause any risk or issues to other homeowners and third parties.

If you have a communal emergency out of hours – then please call 0141 404 5457. You will then hear a recorded message with all the relevant contractor's details. Also, please note that there will be a list of emergency contractors in the close front or rear entrance of your building. In addition, you may also call your property manager's mobile number – Shoaib 07725167497 – in the event of any emergency anytime. It is worth noting that out of hour emergencies are charged at a higher rate than normal hours. If you experience difficulty with this service, please do not hesitate to appoint your own contractor of your own choice to mitigate any loss or damage. You can pass on any emergency common repair invoice to us for consideration of payment. In the case where a communal call, out has been made by you or any other homeowner in your building – and this is later deemed inappropriate or a private rather than communal issue then a charge may apply to you or the homeowner who made the call.

For any repairs under contract, more details can be provided for service levels under this category by request.

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Major repairs and extraordinary works will be discussed with you and each homeowner in your building in advance and in thorough detail. There may be a lot of written communication in this type of works. There will also be several quotes to consider and any prevailing quote will need to be funded in advance by you and all homeowners before works proceed. We will obtain quotes within the timescales agreed with you and all other homeowners in your building. If any proposed work does not go ahead, for whatever reason, then any fund paid by you and homeowners in your building will be refunded.

We place block insurance policy through our independent appointed insurance brokers. Our chosen Insurance Broker are Kelvin Smith Insurance Brokers Ltd, who are authorised and regulated by the financial services authority – we are an appointed representative of Kelvin Smith Insurance. Their contact number is 0141 429 5116. The name on the insurance policy will always be the bondholders and co proprietors of the building factored (care of Shafaatulla Property Management Ltd), with the address of building we manage been referred to as the 'risk address'. Insurance policies, summaries and specific property schedules are available via email (please email info@spmglasgow.co.uk) or as hard copy via post. We receive commission from our insurance broker. More details are available on request.

If we place common block building insurance for you and all other homeowners at your building; a professional reinstatement value for your building will be carried out every 3 years to your building through a professional survey. The figure in this survey will be the declared value used in your building's block insurance policy. It is your and all the other homeowners' responsibility to ensure that the building sum insured is adequate, and that you are satisfied with the building sum insured used.

Where an insurance claim has been made, the level of excess will be shared amongst you and all other homeowners in your building if the claim is a communal issue or involves any element of common issue. The insurance excess will also be shared amongst you and all other homeowners in your building if the particular claim relates to, and affects, more than one flat. The only time an excess will not be shared amongst you and all other homeowners in your building is if the insured event is only limited to the one affected property that has made the claim. In this case the affected homeowner will be liable for the insurance excess and must pay this excess at the same time the claim is settled.

Homeowners' charges for any communal work will be calculated using a percentage or fraction (as directed by your title deeds). Your invoice will show a full breakdown of the total charge of any communal work carried out and the relevant homeowners share during the stated financial period. You can request a copy of the invoice from the relevant contractor

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(including Shafaatulla Property Maintenance) for the communal work carried out, within a period of 4 weeks from when the invoices are sent out. These invoices can be sent out via email or in a hard copy. A reasonable charge may be charged for the contractor invoice copies sent out after the 4-week period.

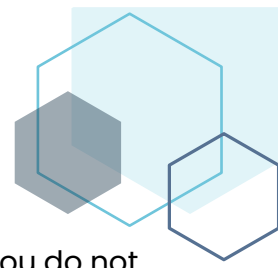
Our management fee is for the provision of our management service as agents acting on your behalf. We will try and keep our management costs as low as possible and always aim to be competitive. The management fee will always be stated as an individual charge. If the management fee does increase, we will give you and all other homeowners in your building 6 months' notice of any management fee increases. Management fees are charged every 6 months, or quarterly depending on the factoring arrangement with the building.

Management fees may vary from block to block and will be different for commercial properties. A non-interest-bearing float may be required from you and all other homeowners in your building. This is so we can pay for the day to day charges incurred factoring your building. The float will be charged and required in your first invoice. This float will be refunded on the sale of your property or when we are terminated as your property factor. There may be deductions made before the float is returned in order to settle any outstanding charges. The float is held in a separate account from Shafaatulla Property Management Ltd. Any cynical maintenance funds will be held in an interest-bearing account and in joint name of the homeowners.

All factor invoices relating to your account and property are sent out every 3 or 6 months (depending on the agreement with the block). The invoices will be sent out to your property address or to the landlord's address if the property is rented out. If the property is registered to a letting agent on the Scottish Govt. website

<https://www.landlordregistrationscotland.gov.uk>, we will send out all factor invoices to your letting agent – if no address for the landlord can be found. We may also email your invoice at your request. All invoices are due for payment within 28 days and can be paid in methods shown in the back of your invoice. If your invoice is still outstanding after 7 days of sending you a reminder (the reminder will have been sent out to you after the first 28 days of the original factor invoice have lapsed, and no payment has been received in full), a £25 administration fee will be added. If the invoice is still outstanding following the reminder – and more than 7 days have lapsed – we will serve a Notice of Potential Liability against the title of your property and a charge of £250 will be applied to your factor account to cover the legal and administrative costs involved in doing this. Interest associated legal charges and charges associated to the recovery of unpaid factor bills will be accruing within your factor account any will be directly charged to you. We also reserve the right to inform your mortgage lender regarding outstanding communal and common insurance charges you

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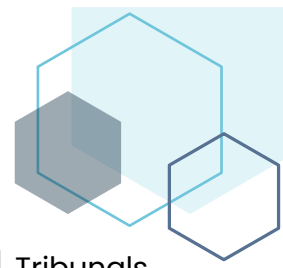


have with us. You may be in breach of your mortgage contract and conditions if you do not pay your common building insurance premium and common repair/maintenance charges. Any private insurance claims (within a whole building block insurance policy arranged through our brokers) cannot be made whilst having a Notice of Potential Liability against your title deeds, or if there is an outstanding amount within your factor account. Your factor account must be free of any Notice of Potential Liability (in your title deeds), paid in full (including the insurance premium) or you must be making a reasonable monthly payment towards your factor account. This does not affect any common insurance claims that may arise.

If you are having difficulty in paying your factor bill, then please contact your property manager (Shoaib) immediately to make a suitable payment arrangement. A copy of our written debt recovery procedure is available on request. When you or a homeowner in your building fails to settle their factor account in a timely manner it will have a detrimental effect on our ability to provide the standard factorial services. In some case, we may share information about the level of debt with other homeowners in your building who have a common interest in the property. If, after exhausting all legal means, we cannot still recover the debt from you or a homeowner in your building we may spread the debt amongst all the homeowners in the common property. We always seek to proactively have a good relationship with you and all our homeowners. Taking legal court action will be our last resort to recover any monies owed. Any court action will only be undertaken after informing the affected homeowner of our intent to take legal action. Our full complaints procedure is available on request.

Any complaints regarding your common property, or us as a factor, should always be made to your property manager first. If you are still dissatisfied with the outcome of your complaint, then your complaint should be made in writing to the Director of the company. The director will then write out to you within 14 days of the result of your complaint. If the complaint may take longer than 14 days to resolve, we will write out to you making you aware when we will expect to complete our response to your complaint. Any complaint made about the quality of a contractor's workmanship carried out to your common property will be taken very seriously and we will contact the company involved until the issue is resolved. If no amicable settlement can be reached after exhausting all the processes above and if it is a breach of The Property Factor's (Code of Conduct) (Scotland) Order 2012 then you can direct your complaint to the:

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First tier Tribunal for Scotland Housing and Property Chamber Scottish Courts and Tribunals
Service

4th Floor

1 Atlantic Quay

45 Robertson Street

GLASGOW

G2 8JB

Their telephone number is 0141 302 5900 and Fax number is 0141 302 5901. Their email address is: HPCAdmin@scotcourtribunals.gov.uk

As we also offer a letting service, we may manage one or more flats in your building. You can get more information on which property we manage by calling us on 0141 404 5457. We do not receive any commission, fee, discounts or any further benefits from any of the independent contractors or independent service providers appointed by us on behalf of you and all the other homeowners in your building. We also have no financial interest in any independent contractor or independent service provider appointed by us on behalf of you and all other homeowners in your building. If you and all other homeowners in your building decide to relieve and terminate us as the property factor, provisions for this are usually made in your property title deeds. As we are only your factor on a month to month basis, we only need one month notice to end our factor duties. If no mechanisms are in place in your title deeds to relieve and terminate us as your factor, then a majority decision of the homeowners will be the final (Section 4 of the Tenements ((Scotland)) Act 2004). Once the termination has been completed satisfactorily, we will provide a final invoice within 1 month of been terminated. All other financial information can also be sent out on request.

Shafaatulla Property Management Ltd holds public liability insurance and professional indemnity insurance. More details are available on request.