



AQUILA MANAGEMENT SERVICES LIMITED

Written Statement of Services

In accordance with the Property Factors (Scotland) Act 2011, the following is our Written Statement setting out in a simple and transparent way, the terms and service delivery standards between Aquila Management Services Limited and you, the homeowner.

We are the appointed Property Factor (Agent) in accordance with the Deed of Conditions or by homeowners who have delegated authority to do so or through established custom and practice.

We act as Property Factor (Agent) on your behalf to organise and administer the maintenance and repair of the common aspects of your property. We will manage your property with integrity, honesty and to the best of our ability.

We are not lawyers, health & safety, energy or security experts; however, we are your Agent who can appoint these people on your behalf. It is vitally important to understand that we do not own the property therefore as homeowners you have a responsibility to communicate with Aquila Management Services Limited as your Agent, any items or concerns that you may have in relation to repairs and maintenance of the common aspects of your property.

Communication/Response Times - If you write or email we will aim to respond within 7 working days from receiving your communication. If we are unable to fully answer your query within this time scale you will receive an acknowledgement, which will confirm an anticipated response time.

If you call we will endeavour to answer your queries during the course of the telephone call however if we require to revert to you with further information, we aim to do so within 48 hours (excluding weekends and public holidays).

To enhance our service, we have dedicated departments that will be able to effectively deal with most queries. Common repairs & accounts queries should be reported to 01413548875. New Clients - When purchasing a property, the appointed Solicitor should make the purchaser(s) aware that there is a Property Factor (Agent) in place and what the homeowners' responsibilities and liabilities are. This information is generally detailed in the Deed of Conditions and it would be helpful for you to obtain a copy from your Solicitor.

Fees/Rendering of Account

The following categories relate to the issuing of an account, the charging of management fees and provide an indication of where additional management fees may be applied.

Management Fee - Our management fee is for the provision of our management service as Agent on your behalf and it is reviewed annually in August. Any increase greater than the rate of inflation will be notified to you in writing. Our fee is a separate charge on your quarterly common charges account, and it is described as a 1/1 charge.

Apportionment Fee - If you sell your property, your Solicitor will normally ask us to provide them with details which they require to complete the sale. We will assist in this however, as our management fee only covers the common management of the property; we will charge a fee for this additional administration. This fee will be notified to your Solicitor and charged on your common charges account.

Late Payment Fee - We have strict credit control procedures in place which is very much in the interest of the homeowners. It is important that we recover outstanding charges in order to allow us to be in a position to fund maintenance going forward. If we issue more than one reminder, we reserve the right to raise a late payment fee on the next account. This late payment fee will be £25.00 and no more than one late payment fee will be rendered to any account.

Additional Fees - Circumstances may arise over and above our normal day to day management which could involve extra work and may result in additional charges. **Please note any proposed charges will be notified to homeowners.**

Examples of this could be:

- Additional meetings
- Repairs Schemes
- Dealing with Building Guarantee Warranties/Claims
- Supplying copy invoices and statements
- Administration of Insurance claims where there is no common insurance policy
- Unforeseen additional workload such as inherited Developer issues
- Extraordinary items which generate workload in excess of what would normally be included within our standard management fee
- We will not retrieve CCTV footage however we can arrange for an independent contractor to retrieve CCTV footage if required. If the footage is required in relation to a private matter the retrieval costs will be charged to the owner requesting the footage.

Common Charges Account - These are issued on a six monthly basis in arrears at December and June. Our accounts are due for immediate payment as contractors and suppliers' invoices will have been paid on the homeowners' behalf. If payment remains outstanding, after a minimum of sixteen days following the issue of the account, a final notice will be sent advising that further reminders will incur a late payment charge. Thereafter, our debt recovery process would commence. We offer various methods of payment such as Direct Debit or cheque.

Debt Recovery Process - Precise details are available on request however throughout this process we reserve the right to register a Notice of Potential Liability against the homeowner's property, the cost of which will be notified to the homeowner.

Common Charges Account Disputes - If you are disputing any item on your account you should call our office to discuss the matter. We may agree to allow you to withhold payment of the disputed amount until the matter has been resolved however all other items should be paid in full.

Share of Maintenance/Repair Costs - Share allocations vary for many reasons however if you live in a tenement the likelihood is that the share allocations are equal or on a percentage basis whilst other developments tend to have shared responsibility for grounds and possibly lifts, etc. The share allocations are detailed on your quarterly common charges account.

Utility Payments - We act as your agent therefore our responsibility is to pay the accounts rendered by the utility company on your behalf. We are not contracted to or responsible for carrying out meter readings. Your utility company is responsible for carrying out meter readings and is required to check your meter at least every two years.

Inspections - Our minimum inspection frequency is as follows:

Housing Developments 4 times annually
Flatted Developments 4 times annually
Tenements Annually

During our visits we will carry out a visual inspection of the external fabric of the building, common grounds if appropriate and, when we can, internal common parts, provided access is available. We will note any obvious defects and action as required. Our inspections are not risk assessments of the property and do not constitute a survey. If these types of inspections are required, we would recommend homeowners engage the services of an appropriately qualified person/firm. It is vitally important that homeowners make us aware of any common defects or concerns they may have in relation to the management of their property/development as these may not always be obvious at the time of inspection. Please note that play area inspections are carried out by a registered play area special

The following category is only relevant if we hold buildings, engineering or Property Owners Liability insurance on your behalf.

As a homeowner and client of Aquila Management Services Limited you will have been provided with a schedule detailing the insurance premium, sum insured etc and a copy of the terms of your buildings policy. If you require a further copy, please contact our Administration Section.

There are clear procedures in place for submitting insurance claims on behalf of homeowners which will be made available when intimating a claim.

As we are Agents and not Brokers we do not have direct access to the wider insurance market. We may however appoint Brokers to market business on behalf of homeowners and can demonstrate how and why we have placed cover with insurance providers.

Insurance Revaluation - As Property Factor (Agent) we will not carry out an insurance revaluation on your property unless specified in the Deed of Conditions. However, we can obtain costs and seek the approval of homeowners, if requested to do so, by the majority of

homeowners. Please note that it is the sole responsibility of the homeowner to ensure the property is insured for full reinstatement value.

Commission - We do not outsource the claims process as this is handled "in house". **We do not charge homeowners a fee for our insurance services** and we receive **zero** commission from Insurers for administration and claims handling.

Liability - Each homeowner is responsible for ensuring their property is well maintained and they have a legal obligation to ensure the property is safe for people entering or leaving. You may be a homeowner of a flat or a house that has shared responsibility for common areas; this is therefore an extension of your own home. If you note or are aware of any defects at your property that are considered to be unsafe then you as an occupier have a responsibility to make it safe, take action if required and warn other homeowners or visitors of the hazard. Please ensure any hazards are reported to our office as soon as possible. If an area/item is deemed to be unsafe we will endeavour to instruct repairs as soon as possible however if it is not rectified within a period of 24 hours you must contact our office again.

The following categories are dependent on funding. If we have adequate floats there should not be any difficulties however where that is not the case, we will require funding. The role of a Property Factor (Agent) is to organise and administer the common maintenance, not finance it.

Repairs - We expect urgent repairs to be attended to within 8 hours of notification. We expect routine jobbing repairs to be attended to within 48 hours of notification. If estimates are required, we ask appointed contractors to ensure these are submitted to our office within 10 working days. There may be circumstances out with our control when these timescales cannot be achieved i.e. severe weather, access restrictions, trade holidays etc.

Repair Costs - Excluding emergency and routine jobbing repairs we will contact homeowners in advance of instructing major repair work at their property. Where the amount of float held for the property is less than the cost of specific repairs required we may ask homeowners to provide funding in advance of us instructing a contractor to proceed.

Major Repairs - All homeowners have an obligation to ensure their property is maintained. Where we require authorisation and advance funding to proceed with the work we will write to homeowners providing details of all estimates received and a specification of the work proposed. The Tenement (Scotland) Act 2004 details legislation to allow for repairs to be instructed on the basis of a majority agreement. We will not be in a position to instruct repairs on this basis without having the necessary funds in place.

Out of Hours Emergencies - Should a homeowner require the services of an emergency contractor for common repairs outwith our normal office hours they should contact our main office number 01413548875 which will provide instructions on how to connect to the relevant company. Please be aware emergency calls will be subject to the contractors' out of hours rate. If you experience difficulty with this service do not hesitate to appoint a contractor of your own choice to mitigate any loss or damage.

Approved Contractors/Suppliers - We work with an Approved List of Contractors/Suppliers. These independent companies must maintain a high level of service to comply with our criteria and to remain on our Approved List. As we cannot check all repairs, we rely on feedback from our clients to monitor their performance. Our criteria includes an assessment of competence, a requirement to provide documents such as public

liability and, where applicable, Health & Safety statements. Our criteria also states that contractors' should ensure adequate supervision during the works and that a final inspection of the work carried out is undertaken by a suitably qualified person.

We have no financial or business interest in any contractors/suppliers appointed by Aquila Management Services Limited on behalf of homeowners. Furthermore, we do not receive any commission, fee, rebates or benefit from the contractors/suppliers appointed to carry out work on the homeowners' behalf. The cost detailed on our common charges accounts is the amount invoiced by the contractor/supplier.

Client Money/Funds

The following category relates to the retention of monies on the homeowners' behalf. In this respect we confirm that client funds are held in a separate bank account in trust on behalf of our clients/homeowners.

Float - Each homeowner is required to pay a float, details of this will be included in our introductory letter and charged to their first quarterly account. The float amount will either be set by the Deed of Conditions or based on the expenditure for the property. The float is a contribution to the maintenance fund and necessary to meet all common expenditure incurred for the property which is replenished upon settlement of the quarterly common charges account. Thereafter the float is carried forward to meet the next quarter's expenditure.

The float is necessary in order to maintain the property/development. If unpaid, it may result in the withdrawal of services or the prevention of common repairs. Where this is the case homeowners will be notified.

Float Refunds - Unless the Deed states otherwise, in the event of a sale of a property, the float will automatically be credited to the homeowner's final account. In a situation where the management has been terminated we can only refund floats if we have the funds to do so.

Contingency Fund - We will notify homeowners where we have a contingency fund in place and explain the reason why. This fund will be held in a separate interest bearing account on behalf of the homeowners. Payments to contingency funds are non-refundable.

Residents Associations - We strongly encourage Residents Associations for all properties under our management. Associations are an excellent way of encouraging communication between homeowners and the Property Factor (Agent) and they help to build a sense of community. We can provide guidance on forming Associations on request.

Compliance - In accordance with the Property Factors (Scotland) Act 2011 we are a registered Property Factor (Agent) and our registration number is PF000709. We hold Professional Indemnity Insurance.

Complaints - We appreciate that there may be occasions when our standards slip below the high levels we set and have therefore developed a procedure for handling complaints which is detailed below. Any complaints relating to contractors/suppliers will be dealt with in the same way.

Changing Property Factor (Agent) - If homeowners are dissatisfied with the level of service we provide and wish to consider terminating our management service, a meeting of homeowners must be convened in accordance with the terms defined in the Deed of

Conditions. In the event that the homeowners entitled to vote reach an agreement to terminate our service they must notify us, in writing, confirming details of all homeowners in attendance and providing at least 4 weeks notice of termination. If the Deed is silent on this matter, all homeowners within the property/development must be advised of the proposed termination. Thereafter, if a majority of homeowners agree to terminate our service, a signed mandate from those homeowners should be sent to us providing at least 4 weeks' notice.

AQUILA MANAGEMENT SERVICES LIMITED

COMPLAINTS PROCEDURE

Aquila Management Services Limited, is committed to providing a high level of customer service. However, when a complaint is received, we aim to ensure that:

- Any complaint is treated seriously.
- Complaints will be dealt with promptly and in confidence.
- Complaints will be treated impartially.

If you wish to register a complaint homeowner must do so in writing to:

Customer Services
Aquila Management Services Limited,
98 High Street, Airdrie, ML6 0DX

Email: enquiries@aquilams.com

It would be helpful if the complaint can be as detailed as possible. We will reply within 7 working days confirming a timescale for resolution. We will investigate the complaint and endeavour to resolve it within 28 days.

If the homeowner is dissatisfied with the response, they have the right to escalate the complaint to:

Head of Residential Management
Aquila Management Services Limited,
98 High Street, Airdrie, ML6 0DX
Email: paul@aquilams.com

Once our final position has been confirmed, the homeowner may have the right to apply to:

Homeowner Housing Panel
Europa Building
450 Argyle Street
Glasgow G2 8LH

Email: hohpadmin@scotland.gis.gov.uk

An application form is available from their website at <http://hohp.scotland.gov.uk>

NOTE: You must provide:

1. Evidence that you have notified your Property Factor of your complaint and that the

Property Factor has refused to resolve the complaint or has unreasonably delayed resolving the complaint;

2. Copies of any correspondence which you have sent and received from your Property Factor regarding your complaint, including the Factor's response to your notification of complaint; and

3. A copy of any Statement of Services provided by your Property Factor