



Authority would derive from Owners forming a Quorum in respect of a building or development appointing the Factor to perform communal maintenance on their behalf. Authorization may be expressed in the form of a contract, or implied, because what is said or done make it reasonable to conclude that the Factor has assumed the powers of an Agent. The Factor's appointment would continue either on a 'rolling' basis or be subject to review from time to time. Authority would be held within the context of the aforementioned Law of Agency.

Assuming the Factor has acted within the scope of Authority given, the Owners must reimburse the Factor for outlays made during the course of the relationship, whether the expenditure was expressly authorized or competently adjudged to be necessary in order to safeguard the collective interests of the Owners.

Where the Factor has identified themselves to a Third Party (Contractor or otherwise) as having Authority, acting on behalf of disclosed principals (The Owners), the Factor would not carry Liability for duties performed within the scope of such Authority - Liability would be borne by the Owners.

Successive Owners would be bound to participate in the communal managing arrangement, either in terms of the Title Deeds or prevailing legislation.

### **The Factor's Remit**

Our remit encompasses administration of communal maintenance and insurance as prescribed by the Title Deeds for the property, failing which, prevailing legislation applicable to communal property.

We service communal responsibilities on behalf of the Owners, insofar as sufficient instruction and funding is in place. The proportionate shares of outlays are recouped from the Owners on the basis of the share allocations specified within the Title Deeds governing the property.

**We are bound by the terms the Property Factors (Scotland) Act 2011, particularly the Code of Conduct, which is available online.**

### **The Owners' Remit**

Decisions by the Owners to appoint a Factor, to terminate such an appointment, to authorise or approve repairs, maintenance or renewals or other works, operations or actions relating to the Development or to instruct the type and amount of insurance cover, should be made in accordance with the Title Deeds for the Development. Failing that, Authority would arise from a Tenement Management Scheme.

Failing all of the above, a simple majority vote, with Owners having one vote for each unit owned, would decide. In that event, the Owners would be bound to meet all expenses arising therefrom in the applicable proportion, whether in agreement or otherwise.

Where two or more parties owned a Property, any obligations would be undertaken by them jointly and also separately, as if each were the sole owner of the Property.

### **Reporting a Common Repair**

Repairs should be reported in the first instance to;

Macfie & Co. Management Services Ltd.

by telephone on 0141-632-5588

by email: [manager@macfie.com](mailto:manager@macfie.com), or via the company web portal at [www.macfie.com](http://www.macfie.com)

by letter or in person (by appointment) at: 5 Cathkinview Road, Mount Florida, Glasgow, G42 9EA

Emergency repairs required outside normal business hours should be reported directly to the contractor, using the numbers provided when calling our office number, out-with business hours. Emergency call-outs for communal works would incur charges that would be re-charged to the Owners within the block. The share of costs for any repairs would be billed to each respective Owner, following completion of the works.









## Termination of Appointment

Decisions by the Owners as to the appointment of the Property Manager or termination of their Office shall be made in accordance with the procedure specified within the Title Deeds, or if such procedure is not specified within the Deeds, by vote of a simple majority of Owners in the property, whose decision shall be binding upon all Owners.

In the event of a change of Factor, we would require three months written notice from Owners forming a Quorum, or other such notice as may be specified within the Title Deeds or prevailing legislation, or subject to alternative mutual agreement.

In the event of our appointment being terminated, we will render our final account within three months of the date of termination, or, failing which, as soon as possible. We would notify the Owners in the event of any anticipated delay.

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Macfie<sup>&co</sup> Management Services Ltd.

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