

## STATEMENT OF SERVICES

### MACFIE & CO MANAGEMENT SERVICES LIMITED



**Macfie & Co Management Services Limited is incorporated under the Companies Act (Company number SC084796), and is registered as a property factor with the Scottish Government (Registration number PF000098) having our registered office at 5 Cathkinview Road, Mount Florida, Glasgow, G42 9EA.**

The firm is a wholly-owned subsidiary of the partnership of Macfie & Co LLP. The partners are Joanne Graham & John Walker, who are also directors of Macfie & Co Management Services Limited.

The firm maintains Professional Indemnity insurance, which accords with the requirements of the RICS and the Prevailing Legislation.

We have been based in Mount Florida, Glasgow, since 1988. We manage a wide range of multi-occupancy properties, located predominantly in the west of Scotland.

#### Communication

Our usual hours of business are Monday to Friday, 9am to 5pm, excluding bank holidays and other public holidays. We may amend our hours of business, either temporarily or on a more permanent basis, subject to providing adequate notice to all Owners.

**Telephone calls** – When calling our office on 0141-632-5588, please assist our staff by clearly providing your name and the matter you are calling in connection with. If the person you are looking to speak to is unavailable, you should request to speak to another member of staff or leave a message. We endeavour to return all telephone calls within one working day, subject to our usual hours of business.

**Emails** – We endeavour to reply to emails within five working days. If the particular property manager you are emailing is on holiday or out of the office for any other reason an automated reply will be sent. Any urgent matter should be directed to our main email address, [manager@macfie.com](mailto:manager@macfie.com). It is recommended you alert us to any property-related emergencies by telephone. Should your query relate to a complex matter that requires further time for consideration, we will acknowledge your email within 5 working days detailing our estimated response time for that specific matter.

**Letters** – We endeavour to reply to letters within seven working days of us receiving the letter. If the person who would usually deal with your letter is not available, we will write to you to advise you of the alternative arrangements and estimated response time.

**Meetings** – We are happy to meet with Owners either at our offices or at another location, by prior arrangement. If an Owner would like to arrange a meeting then please get in touch by one of the above methods of communication.

Please note that if you require a copy of the Code of Conduct for Property Factors or any of the policies/procedures or other information referred to within this document, please contact us on one of the methods detailed within this document. Alternatively, you may find what you are looking for on our online portal.

#### Definitions

**'Factor'** means a person or organisation who, in the course of their business, either (a) manages the common parts of land owned by two or more other persons and used to any extent for residential

purposes or (b) manages or maintains land which is available for use by the owners of any two or more adjoining or neighbouring residential properties where the owners of those properties are required by the terms of the title deeds relating to the properties to pay for the cost of the management or maintenance of that land. A Factor generally acts on behalf of the Owners to undertake communal maintenance, repairs and to arrange insurances, insofar as instruction and funding has been provided by Owners to do so, having regard to Title Deeds and the Prevailing Legislation.

**'Development'** means either a block of flats or multiple block of flats together, or a housing development, which are subject to a communal burden stipulated within either the Title Deeds or within the Prevailing Legislation.

**'Owner'** means the registered proprietor of heritable Property, forming part of a Development.

**'Prevailing Legislation'** means any of the following statutes depending on the circumstances:

1. Title Conditions (Scotland) Act 2003;
2. Tenements (Scotland) Act 2004;
3. Property Factors (Scotland) Act 2011; and
4. Any other relevant pieces of legislation or statutory guidance.

**'Property'** means any dwellinghouse which is, or could without substantial alteration, be occupied as a separate subject,

**'Quorum'** means the minimum number of Owners specified in the Title Deeds or Prevailing Legislation, required to vote in order to make any Scheme Decision binding on all Owners (whether present or not).

**'Scheme Decision'** means a decision made in accordance with the Title Deeds or Prevailing Legislation.

**'Title Deeds'** means the title deeds containing title conditions which are applicable to the Property and/or the Development. Further information on how to obtain a copy of your Title deeds is provided below.

### **The Appointment of the Factor**

Macfie & Co Management Services Limited has been appointed to act as in accordance with the Title Deeds relating to your Property or the Prevailing Legislation. Authorisation may be expressed in the form of a contract or implied if it is reasonable to conclude from the actions of the Owners that we have assumed the role of Factor. Our authority to act in relation to the Development is detailed with the Schedule to this document.

Subject to the rights of Owners in relation to their own private Property, the common parts of the Development will be managed by a Factor, appointed by the Owners. The Factor must adhere to the relevant Title Conditions governing the Property, which are generally enshrined within the Deed of Conditions and/or relevant Disposition - documents which generally form part of the Property's Title Deeds. The Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004 also have significant bearing, particularly where the Title Deeds for a property are silent or ambiguous on certain matters.

Your solicitor should have discussed your Title Deeds with you when you took ownership of your Property. You can obtain a copy from the Registers of Scotland (who charge for this service) or contact a solicitor for advice. Contact details for Registers of Scotland are as follows:

Address:       **Registers of Scotland**  
St Vincent Plaza  
319 St Vincent Street  
Glasgow

**Registers of Scotland**  
Meadowbank House  
153 London Road  
Edinburgh

Telephone: 0800 169 9391

Website: [www.ros.gov.uk](http://www.ros.gov.uk)

Assuming the Factor has acted within the scope of its authority, the Owners must reimburse the Factor for its professional services rendered and outlays incurred during the course of its appointment, whether the expenditure was expressly authorised (either in terms of the Title Deeds or by a quorate decision of the Owners) or reasonably judged to be necessary or appropriate in order to safeguard the collective interests of the Owners.

In terms of the law of agency in Scotland, where the Factor has identified themselves to a third party (contractor or otherwise) as having authority and acting on behalf of disclosed principals (the Owners), the Factor will 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 the Prevailing Legislation.

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

Our remit encompasses the administration of communal maintenance and insurance as prescribed by the Title Deeds for the Property / the Development, failing which, the Prevailing Legislation applicable to the common parts of the Property or Development.

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 and the Code of Conduct for Property Factors, which are available online at [www.gov.scot](http://www.gov.scot). We can also provide you with digital and paper copies, upon request.**

We are bound, in terms of the Property Factors (Scotland) Act 2011 and the Code of Conduct for Property Factors, to

1. Register as a Factor – The Scottish Property Factor Register can be found at [www.propertyfactorregister.gov.scot](http://www.propertyfactorregister.gov.scot) .
2. Take all reasonable steps to include our Registration Number (PF000098) on all correspondence with the Owners.
3. To comply with the Code of Conduct for Property Factors.

### **The Owners' Remit**

All Owners are responsible for the maintenance of their Property. All Owners also have a shared responsibility for the maintenance of the common parts of the Development in which they live.

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. If the Title Deeds are silent or unworkable, authority for such actions would arise from the Prevailing Legislation.

Where two or more parties jointly own 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 Limited.

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 which are 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 will be recharged to the Owners within the block. The share of costs for any repairs will be billed to each respective Owner in the same manner as routine repairs.

### Services Provided

As Factor, we provide the following core services:

1. Arranging communal repairs and maintenance;
2. Property visits/inspections by staff; and
3. Arrangement of communal insurance.

### Communal Repairs and Maintenance

As Factor, we shall repair and maintain any common parts of the Development in line with the Title Deeds and Prevailing Legislation. Common repairs and maintenance include the works set out in the Schedule to this document

We have the authority to instruct and have carried out repairs and maintenance to the common parts of the property, on behalf of the Owners, provided that the anticipated cost of any one item at the time when it was instructed was not projected to exceed £600 plus VAT per property, or such other sum as may be agreed between us, as Factor, and the Owners from time to time. Works falling within the threshold may be carried out without prior consultation with the Owners.

If the anticipated cost of any such item exceeds the above sum, it shall be instructed and carried out only when the work has been approved by the Owners in accordance with the Title Deeds or the Prevailing Legislation, after submission of an estimate or estimates by the Factor and the Factor has been placed in funds by the Owners to the full amount of the estimated cost.

It would be within our discretion as Factor to instruct works at a cost exceeding £600 plus VAT if we consider the expense to be justifiable on grounds of health and/or safety in an emergency situation. The costs for any emergency works will be borne by the Owners in the same manner as routine repairs as detailed below.

**Our ability to instruct work would depend on the financial status at the Property in terms of common charges account arrears and whether sufficient floats had been lodged with the Factor.**

The Prevailing Legislation may impose responsibility on Owners of common property within the Development to cover the cost of any major expenditure prior to the instruction of any works. This could be enforced via normal debt-recovery procedures, assuming such works had been approved in accordance with the Title Deeds or the Prevailing Legislation. Major works may require specialist expertise, such as the input of a Chartered Building Surveyor or similar professional, and the Owners will be liable for the cost of instructing such a specialist if required.

We will refer jobs to firms whom they believe would be reliable and capable of completing repairs to a satisfactory standard based on the firms experience and any past dealings with the Factor. In the event that the Owners wished to nominate a contractor of their choice, that contractor would require to provide health & safety compliance documentation, liability insurance documentation and demonstrate suitable experience and competence, prior to being appointed.

The Factor will check the contractor's accounts when rendered and will calculate the share of costs due by each Owner in the Development. If requested, the Factor will make available copies of the contractor's accounts, to the owners, at each accounting period. Requests relating to older accounts, dating from previous quarters, may be subject to an additional fee, particularly where extensive un-archiving is involved.

The cost of any common repairs and maintenance will be apportioned between the Owners in accordance with the Title Deeds or Prevailing Legislation. The proportion that each property within the Development is liable for such common repairs and maintenance has been set out with the Schedule to this document,

### **Property Inspections**

A general inspection of the Development by our representative will normally be carried out only by prior arrangement, particularly where access is restricted by a door entry system.

We can liaise with Owners while on-site. Upon request, we may also attend during emergencies.

The responsibility to report any maintenance or repairs lies with the Owners.

### **Communal Buildings Insurance**

The surest way to safeguard each Owner's common interest in the common parts of the Development is with the implementation of an adequate comprehensive common buildings insurance policy. The sum insured should, subject to anything within the Title Deeds of the Prevailing Legislation, reflect the cost to reinstate the building in the event of total loss and destruction. It is good practice to have the building re-valued for insurance purposes by a firm of Chartered Surveyors at least every five years.

We shall arrange a suitable buildings insurance policy on behalf of the Owners. You will be liable to pay us a share of the insurance premium. The cost of the buildings insurance policy will be apportioned between the Owners in accordance with the Title Deeds or Prevailing Legislation. We will provide you with the schedule of insurance cover annually to confirm the insured status of your Property and the premium you are liable to pay on an annual basis.

The common buildings insurance policy will cover the common parts of the Development but not Owners' personal contents. Owners can arrange contents insurance for themselves should they so wish to do so and we would encourage this.

Macfie & Co Management Services Limited are authorised and regulated by the Financial Conduct Authority as intermediaries. The portfolio of insured properties held through ourselves is placed with independent firms of insurance brokers, who periodically negotiate with insurers to obtain competitive terms. We derive income in the form of a commission sharing arrangement. The sum derived is equivalent to 20% of the insurance premium amount, before IPT.

We will advise the communal buildings insurer of any claim upon notification by an Owner. Thereafter the insurer will be in direct communication with the claimant with regard to all aspects of the claim.

### **Additional Services**

There may be a requirement or desire, from time to time, for Macfie & Co. Management Services Limited to undertake additional services over and above the core services that we provide to you as Factor. Any additional services will be agreed in writing with the owners prior to commencement of any additional



services and will be in accordance with the provisions of the Title Deeds or Prevailing Legislation, where applicable. If any additional services are currently being undertaken on behalf of the owners of the Development, this will be set out in the Schedule to this document.

The cost of such works will be advised to and approved by all affected owners prior to the work being carried out and the cost apportioned between the affected Owners in accordance with the Title Deeds or Prevailing Legislation, or as otherwise agreed between the affected Owners. We may include reasonable conditions in respect of payment for the provision of any additional services.

### **Contractor Response Times**

**Emergency repair** – Arising from an event presenting immediate risk to the health and safety of the occupiers of or visitors to the Development or to prevent damage to any Property or the Development. Attendance by contractors may be challenging in the event storms or other forms of extreme weather and/or on weekends and public holidays. Attendance will be subject to safe access being available and possible and would occur within 24 hours.

**Urgent repair** – This would encompass items such as door entry faults, which would generally be carried out within two working days.

**General fabric repair** - Maintenance falling within this threshold would generally be carried out within the target period of fourteen working days, or such other timescale as may be agreed. Where the cost maintenance exceeds the aforementioned cost threshold, competitive quotations will ordinarily be sought from at least 3 contractors, where possible. These quotes will then be circulated for approval by the Owners as soon as possible, although the ingathering of quotations for more complex tasks may take longer than for smaller repair jobs. We endeavour to consult with the Owners in the event of any anticipated delay.

**General maintenance contracts** – Competitive quotations will be sought for general maintenance contracts. Subject to availability, these would likely be circulated for approval among the Owners within twenty-eight calendar days.

### **Financial Arrangements**

**Management Fee** – Our fee represents the cost of administering and carrying out the property management duties detailed within the Schedule. The management fee for your property is detailed within the Schedule and is charged via your quarterly common charges accounts.

The management fee is reviewed annually to ensure it covers the cost of providing the service. We will notify you prior to any change in the management fee.

If we carry out additional duties, (such as assisting with major repair schemes or instructing and pursuing court actions), or if a particular matter is unusually time-consuming or complex, an additional fee may require to be levied.

**Billing** – Invoices are rendered on a quarterly basis at the term dates of 28th February, 31st May, 31st August and 30th November. Any change to this billing cycle will be notified to the Owners in advance.

Invoices are sent by post unless an Owner has requested that we send invoices to them by email. If you have signed up to our client portal, copies of invoices are also available there. If you would like to discuss how we send our invoices to you, please get in touch.

Most outlays tend to be billed in arrears, aside from the communal buildings insurance policy and certain maintenance contracts.

In terms of the communal buildings insurance premium, one half of the anticipated premium is charged within the quarterly account which precedes the renewal date of the policy. The balance of premium is charged within the subsequent quarterly account.

**Value Added Tax** – Macfie & Co Management Services Limited is registered with HM Revenue and Customs in order to comply with VAT legislation. Our VAT registration number is GB 383 0165 64.

Our management fee attracts VAT at the standard rate in accordance with VAT legislation.

**Float** – In accordance with the Title Deeds or the Prevailing Legislation, all Owners require to lodge a float with the Factor. The purpose of the float is to assist the Factor in financing communal expenditure, in lieu of effecting recovery through quarterly billing. The float for your Property should have been notified to you by your solicitor prior to you taking ownership of your Property, assuming we were notified of the sale in advance.

The amount of the float per Property is detailed within the Schedule to this document. The float will be returned to you, subject to deduction for any common charges levied against your property, upon the sale of your property.

If our appointment as Factor for the Development is terminated, the float will be returned to you, subject to deduction of common charges within the final account.

**Sinking Fund** – If, in accordance with the Title Deeds or the Prevailing Legislation, the Owners require to pay into a sinking fund for the Development, we will maintain and manage the sinking fund on behalf of the Owners. The purpose of a sinking fund is to assist the Owners with the financing of major repair works. A sinking fund is not the same as a float and stays with the Development even when an Owner sells their Property. Any amounts paid into a sinking fund will not be returned to an Owner when they sell their Property. The amount of the sinking fund, if applicable, is detailed within the Schedule to this document.

### Client Funds

Floats and credit balances are held within our main client account on a non-interest-bearing basis.

Funding lodged within sinking funds and major repair funds will be held within separate interest-bearing accounts. At the time of writing, interest rates are very low.

### Payment Methods

**Cash** – Although please note we cannot accept payment in cash for amounts more than £1000.00

**Major debit/ credit cards** – payment can be made in person or over the phone

**Cheque** – please address all cheques to Macfie & Co Management Services Limited

**Standing order** - frequency and amount by prior agreement

**Bank transfer** – details are included within all quarterly invoices

Please note that our website ([www.macfie.com](http://www.macfie.com)) contains a link to our web portal which provides access to previous invoices rendered and allows electronic payments to be made towards any outstanding balance due.

### Payment Arrangements

Each Owner should make full and prompt payment on demand to the Factor of their share (calculated in accordance with the provisions of the Title Deeds for the Development or the Prevailing Legislation) of the costs of common repairs and maintenance, insurance premiums, management fees, and any additional services.

Our payment terms are fourteen calendar days from the rendering of an invoice. In order for us to pre-fund maintenance costs for your property, accounts require to be paid promptly, as the accrual of arrears can lead to difficulties in terms of ongoing management.

Any queries regarding accounts should be raised within fourteen days of receipt of the quarterly invoice. Payment queries should preferably be sent to [manager@macfie.com](mailto:manager@macfie.com) or communicated via telephone to 0141-632-5588 to avoid any issues arising from the delay of receipt of mail.

Owners who anticipate having difficulty in making payment are invited to contact us to discuss the details and, if appropriate, agree an acceptable payment arrangement.

### Debt Recovery Procedure

Full details of our debt recovery procedure are available on request, on our website and also on our portal.

A summary of the debt recovery procedure is included below for ease.

1. If there is any outstanding balance from any quarterly invoice after a period of twenty-one days, we will send out the first reminder notice.
2. A second reminder notice will be sent after a further twenty-one days from the date of the first reminder notice.
3. Should any undisputed amounts remain unpaid after the second reminder notice, we reserve the right to instruct Sheriff Officers and process with legal action against the relevant owner(s) for and on behalf of the co-proprietors. The Sheriff Officers will be instructed to issue a letter of pending court action to the relevant owners(s) and provide a further seven days for settlement of the outstanding account payment. A fee of £10.00 will be added to the owner's account for instructing Sheriff Officers.
4. If payment is still outstanding following the Sheriff Officers letter, we will commence legal action. Further details are available within the debt recovery procedure which is available on request.

In terms of the Prevailing Legislation, there is a potential liability incumbent on all Owners having an interest in common property to meet the irrecoverable debts of insolvent co-proprietors. However, there are several avenues available which would, in the majority of cases, protect solvent Owners from exposure to this risk. In the event of non-payment, following legal action for recovery in order to recover the debt, we may at our discretion, or upon instruction by the Owners, register a Notice of Potential Liability (NOPL) against the insolvent co-proprietors title to their property. We will only do this where aged debts exceeded a period of three months. The NOPL acts to tie the liability for the debt to the title of the property, rather than an individual which offers some protection in the event of a change of ownership. The fees for raising and discharging the NOPL would require to be met by the debtor. We will continue to pursue payment to the full extent of the Law. Co-proprietors will have some comfort knowing that the NOPL will be highlighted to solicitors during any conveyancing and should (in most cases) be met from the sale proceeds. If for any reason the sale went ahead without the debt being repaid, which is very unlikely, the incoming owner will be liable for the seller(s) outstanding debt.

If any owner(s) is experiencing difficulties in settlement of their account(s) they must get in touch with our office on 0141 632 5588 Ext 9 or email [mary.forbes@macfie.com](mailto:mary.forbes@macfie.com). Mrs Mary Forbes is the office Paralegal and will be happy to assist you in setting up a payment plan.

If you are looking for financial guidance on managing debt, you could contact a free, impartial organisation that specialises in financial guidance, such as Money Helper (previously known as the Money Advice Service), Step Change, or Citizens Advice Scotland.

### Selling your Property

The outgoing Owner's solicitor must advise us in the event of a change of ownership as soon as the identity of the proposed new Owner is known. Without this information, we cannot alter our records and apportion common charges between the purchaser and the seller. This would normally occur after missives have been concluded but your solicitor can advise you further on this matter. The seller's solicitor must also advise us of the seller's future permanent forwarding address.

The outgoing Owner should instruct and authorise their solicitor to retain from the proceeds of sale of the Property and to send to the Factor such sums as would reasonably be requested by the Factor to



cover any under-payment of common charges and/or the Management fee due by the outgoing Owner up to the date of the transfer of ownership.

Where the Factor is requested no later than 7 days prior to the proposed sale date to apportion common charges between the purchaser and the seller and to provide the normal factoring information to the seller's solicitor, this will attract a private administration fee (apportionment fee) of £60.00 plus VAT. If the request to apportion common charges is received later than 7 days prior to the proposed sale date, we reserve the right to charge an additional fee of £80.00 to expedite matters.

We can only undertake the task of apportioning the common charges when we receive notification from the seller's solicitor that a change of ownership is due to take place, and instructions from the seller's solicitor to alter our records.

The outgoing Owner is only liable in terms of the Title Deeds and the Prevailing Legislation for any costs due up to the date of the transfer of ownership. Once the accounts have been apportioned by us following confirmation of the sale, we will offset any balance due by the outgoing seller against any applicable reimbursement e.g. Buildings Insurance premium and float and issue a final apportioned invoice for the account.

### **Complaints in Connection with Common Maintenance**

If you have a complaint regarding the maintenance work carried out by contractors at your Property or the Development, this should be submitted in writing to our office for the attention of the "Partners of Macfie & Co. Management Services Limited" either by letter or email using the details provided below. It is best not to wait for the quarterly common charges invoice to be rendered before making a complaint.

Upon receiving your initial written summary of your complaint, we will consider the merits of the complaint and if appropriate, we will contact the contractor to raise the complaint with them. We will take all reasonable steps to inform you of any updates and the outcome of the investigation into your complaint and to let you know what actions, if any, are proposed by the contractor.

### **Complaints about our Service**

If you have a complaint about our service, this should be submitted in writing to our office for the attention of the "Property Manager" either by letter or email using the details provided above.

Upon receiving your initial written summary of your complaint, we will contact you in writing within twenty eight calendar days to inform you of the outcome of the investigation into your complaint and to let you know what actions, if any, are proposed.

If, following our determination of your complaint, you are dissatisfied with any aspect of our handling of your complaint, you may request another partner/director/manager to conduct a separate review of your complaint and contact you within fourteen calendar days to inform you of the conclusion of this review.

If, following the second review of your complaint, you are satisfied with the outcome of our complaints procedure, then it can be mutually agreed to finalise the complaint and proceed with the agreed outcome.

If our in-house complaints procedure has been exhausted without having reached a resolution for your complaint, the final decision will be confirmed with senior management before the Owner is notified in writing of our final decision. This letter will provide details of how to contact the Housing and Property Chamber, an arbitration body which is part of the Scottish Government and handles any complaint between an Owner and a Factor that cannot be resolved between the parties. The Housing and Property Chamber can be contacted using the following details:

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

Telephone: 0141 302 5900

Email: [HPCAdmin@scotcourtribunals.gov.uk](mailto:HPCAdmin@scotcourtribunals.gov.uk)

Website: <https://www.housingandpropertychamber.scot/>

Owners may make an application to the Housing and Property Chamber of the First-tier tribunal for Scotland, seeking a determination as to whether we had failed to carry out our factoring duties in accordance with the Property Factors Code of Conduct contained within the Property Factors (Scotland) Act 2011. The tribunal may offer mediation or, alternatively, the matter may be determined by the tribunal.

To make a complaint to the Housing and Property Chamber of the First tier tribunal for Scotland, the Owner must first notify us of the reasons why the Owner considers that we had failed to carry out our duties, or failed to comply with the Code of Conduct. A complaint could also be raised if it is alleged that we have refused to address an Owner's concerns or have unreasonably delayed attempting to resolve them.

### **Declaration of Interest**

Any financial or ownership interest which Macfie & Co Management Services Limited has in the Development will be disclosed within the Schedule to this document.

### **Termination of Appointment**

Any decision by the Owners as to the appointment or termination of the Factor shall be made in accordance with the procedure specified within the Title Deeds or the Prevailing Legislation.

In the event of the termination of our role as Factor by the Owners, unless otherwise agreed with us, we will require at least three months' written notice, or other such notice as may be specified within the Title Deeds or the Prevailing Legislation, from the Owners of a quorate decision under the Title Deeds or the Prevailing Legislation.

If the Owners are appointing another Factor to act for the Development following the termination of our appointment, we will take reasonable steps to liaise and co-ordinate with the incoming Factor to provide information about the Development as requested by the incoming Factor, subject to the limits of our authority to act and subject to any data protection rules contained within the Data Protection Act 2018, implementing the General Data Protection Regulation 2016/679.

In particular, we will provide Title Deeds, any major works files if applicable and any relevant guarantees for past work if held by us.

If required, we may request that a letter of authority is provided by the majority of the Owners confirming the Owners' instructions on what information they wish to be shared with the incoming Factor.

We reserve the right to terminate our appointment as Factor for the Development in the event of continual non-payment for services rendered. We will provide at least three months' written notice before we terminate our appointment as Factor.

We will render our final set of accounts for the Development within three months of the date of termination of our role as Factor, or, failing which, as soon as possible thereafter. We will notify the Owners in the event of any anticipated delay. Final accounts will include return of floats and any insurance rebate which will offset any charges still due by Owners.

## Privacy Notice

During the course of our activities we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise that in terms of the Data Protection Act 2018 (implementing the General Data Protection Regulation) we need to treat such personal data in a lawful manner. Our Privacy Notice explains what information we collect, when we collect it and how we use it, as well as your rights to access or change this information. The Privacy Notice is available on our website [www.macfie.com](http://www.macfie.com) and a copy can be requested from us using the contact details within this document.

Our ICO registration number is 00015338713

This version: August, 2021

Macfie &Co Management Services Limited

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[www.macfie.com](http://www.macfie.com)

DIRECTORS: J.S.WALKER FFB, J.GRAHAM

VAT REG. NO. GB383016564  
REGISTERED IN SCOTLAND NO. 84796  
PROPERTY FACTORS REGISTRATION NO. PF000098  
AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY



HANDS-ON PROPERTY MANAGEMENT

