

Property Factors (Scotland) Act 2011

Code of Conduct for Property Factors

Leet Haugh

Written Statement

October 2024

Produced by:

FBR Seed Ltd
Rose Lane
KELSO
TD5 7AP

CONTACT DETAILS:

For all repairs and maintenance issues of the Amenity Areas and Common Services only please contact FBR Seed Ltd, Property Manager, during office hours:

Property Manager

FBR Seed Ltd
Rose Lane
Kelso
TD5 7AP

Tel: 01573 408952

Email: property@fbrseed.com

Office Hours Monday – Friday
9am – 5.00pm

Property Factor Registration
Number: PF000832

Should you have an emergency repair (risk to life) please contact:

- National Gas Emergency Service 0800 111 999
- Electricity (Call local distributor on :) 0800 027 0072
- Scottish Water 0845 601 8855

Written Statement:

1.0 AUTHORITY TO ACT

FBR Seed Ltd were instructed to act as Property Manager of The Leet Haugh Development, Coldstream, Berwickshire TD12 5EN by the Residents Association following a competitive quotation and as per clause 8.2 of the Deed of Conditions (2012). Further information regarding the Property Managers duties can be found within Clause 8 of the Deed of Conditions.

2.0 CORE SERVICES

2.1 The core services supplied by FBR Seed Ltd are:

- Instruct trades for necessary maintenance to the Amenity Areas and Common Services; where possible obtaining 2 quotes where required e.g. satellite system, drainage, pumping station (until adopted by Scottish Water).
- Arranging the electricity contract with a supplier for the Amenity Areas and Common Services until such time as they are adopted by Scottish Borders Council and continuation thereafter where required
- Arrange routine and periodic services for the Amenity Areas and Common Services; where possible obtaining 2 quotes; e.g. gardening
- Arrange annual public liability insurance on the advice and guidance of an insurance broker on behalf of the proprietors
- Arrange any safety checks as and when required
- Pay invoices from the communal bank account
- Manage the accounts associated with the communal bank account.
- A minimum of 1 visit per quarter to the property and monthly during the growing season.
- Liaise directly with members of the Leet Haugh Residents Association

2.2 Target Times for core services:

- Routine services, for example gardening, will continue until the end of the financial year when new contracts will be agreed for the following year. We aim to have agreed the contracts in advance so there is no break in service.
- Any major works will be instructed on receipt of written instruction and once the Leet Haugh Residents Association have agreed quotes.
- Should urgent repairs be required, we will instruct the tradesmen to undertake the works in conjunction with the Leet Haugh Residents Association
- FBR Seed Ltd does not operate an out-of-hours service.

3.0 FINANCES

An initial payment of £200 per property will be payable to the communal bank account on the date of entry of a **new proprietor**. This £200 is held on behalf of the owner and any balance will be refunded at the point of sale. Please note the full £200 may not be fully refunded as this may have been drawn down due to the expenses exceeding the income. The Leet Haugh Residents Association has recommended that £100 to £200 should be retained as a deposit in your account against unexpected expenditure. This will enable any repairs to be undertaken quickly if required.

Thereafter a monthly fee is to be paid, by standing order, to defray the Operational Costs. All payments made must be referenced with your name and property number. Invoices will only be issued to new proprietors.

Payments should be made to the following bank details:

Bank Name: Royal Bank of Scotland
Account Name: Leet Haugh Residents
Account Number: 00180 035
Bank Sort Code: 83-23-18

Factorial Float

A monthly contribution to the communal bank account (bank details as above) to form part of a factorial float, to defray the Operational Costs, will be payable in advance by each proprietor, as part of the single monthly standing order detailed above.

Payment must be received by the 7th of each month.

Financial Year

The financial year for Leet Haugh runs from the 1st April to 31st March.

Statements

A statement of funds will be issued after the first six months of the financial year and a full financial statement of funds together with a personal statement per property will be issued within 6 weeks after the end of the financial year.

All charges shown are inclusive of VAT at 20%, should the VAT rate change the charges will change accordingly.

Your Management Fee

Your management fee as at 1 October 2024 will increase to £26 per month which equates to £312 annually in a full year. Payment must be received by the 7th of each month, into the communal bank account as stated above.

The current annual management fee of £165.98 Including VAT per property is payable by each proprietor into the communal bank account, as part of the monthly standing order detailed above.

This money will be used for gardening, insurance, hire of room for AGM, Christmas tree, ongoing and new repairs, utilities, maintenance and servicing work to the Amenity Areas and Common Services of the development. Should this amount not cover the continuing expense of services and repairs, as listed, the Property Manager reserves the right to increase this to ensure all payments of all services and repairs are covered, or to take it from the deposit.

This money also includes the quarterly FBR Seed fee.

Should a specific repair or maintenance work be required which is of significant cost and after consultation with The Leet Haugh Residents Association, FBR Seed Ltd may issue all proprietors with an invoice towards this cost. Payment must be made within 21 working days of receiving the invoice to the communal bank account, or it can be taken from the deposit made by the proprietor.

Your management fee will be reviewed annually in conjunction with the Leet Haugh Residents Association at the AGM, which normally takes place in September, residents will be responsible for changing their standing order. Owners will be informed of the calculation of the annual fee, covering Operational Costs, in April/May, together with any contingencies applied.

3.1 Insurance

As per Clause 8.3.3 of the Deed of Conditions, the proprietors shall be equally responsible for the payment of a policy or policies covering public liability insurance and for the full reinstatement cost of the amenity areas against loss or damage as appropriate.

Proprietors will pay towards the insurance premium as part of the single monthly standing order detailed above. All proprietors will be provided with a policy summary upon renewal. FBR Seed Ltd do not accept any financial or other interests from insurance providers.

Should a claim be required, proprietors should in the first instance inform FBR Seed Ltd. We will endeavour to keep all parties involved updated with the progress of any claims.

Should any sum received from the insurance company for the claimed restoration or repair be insufficient to cover the costs of the restoration or repair the remainder due shall be paid by the proprietor or proprietors.

3.2 Electricity

Electricity for the Amenity Areas and Common Services not adopted by Scottish Borders Council is paid from the communal bank account by direct debit each month. The cost of this communal electricity will be met from the single monthly standing order detailed above to the communal bank account to which all proprietors will contribute to. Current payment to the electricity supplier is made by monthly direct debit.

3.3 Payees

Money will only be accepted from all legal owners, no monies will be accepted from tenants.

3.4 Finances at end of ownership

It is the responsibility of the individual proprietors to terminate their payment arrangements at a change of ownership. A refund for monies accrued towards factoring charges will be calculated at the change of ownership and overpayment, **if applicable**, will be refunded. Alternatively, an invoice will be sent for monies owed. This may take up to 30 days to allow the presentation of all invoices due.

3.5 Late / Non-Payment of fees and charges and Debt Recovery

In accordance with clause 8.7 of the Deed of Conditions, payments more than 1 calendar month late shall bear interest at a rate of 5% above the base lending rate of The Bank of Scotland from the date of demand until payment in full.

FBR Seed Ltd will have the power to sue for and recover the outstanding amount including interest. In the event of failure to recover the debt and / or the expenses of any action against a proprietor then the other proprietors become liable.

Further details of Debt Recovery and the responsibility of the proprietors are detailed in clause 8.7 of the Deed of Conditions.

3.6 FBR Seed Ltd Management Fees

A management fee of £4,149.50 including VAT is to be paid to FBR Seed Ltd from the communal bank account quarterly in arrears, and will be increased in line with CPI, on the anniversary of the commencement of management services by FBR Seed Ltd – 1st April. This is a flat rate management fee.

4.0 **COMMUNICATION AND CONSULTATION**

4.1 Documents, policies, and procedures

Should any proprietor require to see any document, policy or procedure mentioned in this Written Statement they should contact FBR Seed Ltd and the document will be made available to them.

4.2 Enquiries

All written general enquiries to FBR Seed Ltd will be responded to within 5 working days.

We aim to answer all telephone calls on the same working day.

Our working hours are Monday to Friday 9 am – 5pm; we do not operate an out of hours service.

4.3 Complaints procedure

- i. All complaints should be made in writing, in the first instance to Erin Jackson, Property Manager, FBR Seed Ltd, Rose Lane, Kelso TD5 7AP (property@fbrseed.com)
- ii. Once we have received your written complaint, Erin Jackson will contact you in writing within 7 working days. At this stage we will give you our understanding of your case or we will advise you that we are making further or internal investigations. We will also invite you to make any further comments that you may have in relation to any summary that we are able to give you.
- iii. Within twenty-one days of receipt of your complaint or any further letter, Erin Jackson will write to you, to inform you of the outcome of our internal investigation into your complaint and to let you know what actions we have taken or will take.
- iv. If you are dissatisfied with any aspect of our handling of your complaint or the outcome of our internal investigation, you are free to contact Richard Armitage MRICS, Director, FBR Seed Ltd, Rose Lane, Kelso TD5 7AP Tel 01573 224381, who will personally conduct a separate review of your complaint and contact you within fourteen days to inform you of the conclusion of this review.

- v. If you remain dissatisfied with any aspect of our internal handling of your complaint and/or separate review, then you are entitled to make an application to the First Tier Tribunal, 4th Floor, 1 Atlantic Quay, 45 Robertson Street, GLASGOW G2 8JB Telephone: 0141 302 5900

4.4 PRIVACY NOTICE

This notice explains what information we collect when we collect it and how we use this. During our activities, we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.

Who are we?

FBR Seed Ltd take the issue of security and data protection very seriously and strictly adhere to guidelines published in the General Data Protection Regulation (EU) 2016/679 which is applicable from the 25th of May 2018, together with any domestic laws subsequently enacted. We are notified as a Data Controller with the Office of the Information Commissioner under registration number Z8314100 and we are the data controller of any personal data that you provide to us.

Our data point of contact is Stewart Seed – 01573 224381

Any questions relating to this notice and our privacy practices should be sent to David Seed, Managing Director – 01573 224381

How we collect information from you and what information we collect

We collect information about you:

- From your property owners contact information
- From third parties supplying information in connection with your purchase

We collect the following information about you:

- Name, e-mail address, telephone number, address (including any previous addresses), marital status, next of kin, bank account details

Why we need this information about you and how it will be used

We need your information and will use your information:

- to undertake and perform our obligations and duties to you in accordance with the terms of our contract with you;

- to enable us to supply you with the services and information which you have requested;
- to analyse the information we collect so that we can administer, support and improve and develop our business and the services we offer;
- to contact you in order to send you details of any changes to our service which may affect you;
- for all other purposes consistent with the proper performance of our operations and business

Sharing of Your Information

The information you provide to us will be treated by us as confidential and will be processed only by any third party, acting on our behalf, within the UK/EEA. We may disclose your information to other third parties who act for us for the purposes set out in this notice or for purposes approved by you, including the following:

- If we enter into a joint venture with or merged with a business entity, your information may be disclosed to our new business partners or owners;
- If you are unable to make payments under your ownership, your information may be disclosed to any relevant party assisting in the recovery of this debt or the tracing of you as an owner; and
- To provide to a service/utility provider, freeholder, factor, facilities manager or any other relevant person or organisation in connection with this.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

Transfers outside the UK and Europe

We will not transfer your personal information to any third party outside of the UK or EEA, unless you request us to do so.

Security

When you give us information we take steps to make sure that your personal information is kept secure and safe.

How long we will keep your information

We review our data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (we may be legally required to hold some types of information), or as set out in any relevant contract we have with you.

Your Rights

You have the right at any time to:

- ask for a copy of the information about you held by us in our records.
- require us to correct any inaccuracies in your information.
- make a request to us to delete any personal data of yours we hold.
- object to receiving any marketing communications from us.

If you would like to exercise any of your rights above, please contact us at reception@fbrseed.com

Should you wish to complain about the use of your information, we would ask that you contact us to resolve this matter in the first instance. You also have the right to complain to the Information Commissioner's Office in relation to our use of your information. The Information Commissioner's contact details are noted below:

Scotland:

The Information Commissioner's Office – Scotland

45 Melville Street, Edinburgh, EH3 7HL

Telephone: 0131 244 9001

Email: Scotland@ico.org.uk

The accuracy of your information is important to us - please help us keep our records updated by informing us of any changes to your situation or contact details

5.0 DECLARATION OF INTEREST

FBR Seed Ltd declares no interest financially or otherwise in the development.

6.0 INFORMATION REGARDING THE PROPERTY FACTORS (SCOTLAND) ACT 2011

Since October 2012, all Property Factors are required by law to be registered with the Scottish Government on a Property Factors Register; FBR Seed Ltd are registered Property Factors, and our Property Factors registration number is: PF000832. This number must be on all correspondence to proprietors or in relation to any Property Factors work. It is on FBR Seed's letterhead, email signature strip and on our website. Property Factors also have a Code of Conduct to adhere to which sets out minimum standards of practice for registered Property Factors.

7.0 TERMINATION OF CONTRACT

7.1 Change of Property Ownership

FBR Seed Ltd should be notified that you have sold your property as soon as the sale is agreed and preferably no less than 28 days before you intend to vacate the property. Your solicitor may do this. Should you sell your property a final statement will be produced. Should there be arrears on your account you will be contacted, and the monies owed requested. If the monies owed are not settled in full the Debt Recovery process will commence. It is your responsibility to cancel your standing order for your monthly payment. Please allow up to 30 days for the preparation of your final statement to allow the presentation of any outstanding invoices.

7.2 Termination of Factored Contract by either party

Termination of the service contract with FBR Seed Ltd will be made in writing to FBR Seed Ltd with a period of three months' notice. The same notice period will be extended to the Leet Haugh Residents from FBR Seed Ltd.

7.3 Sharing of information with a newly appointed factor

Should the proprietors instruct a new Factor, FBR Seed Ltd will cooperate fully to allow a smooth transition of management. A letter from all proprietors will be required giving authority for FBR Seed Ltd to pass on the proprietor's details to the new factor relevant to the management of the development.