

# Metropole Glasgow Limited (SC804395)

Property Factor Registration Number: PF001066

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## Written Statement of Services

(December 2024)

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### 1. Introduction

This "Written Statement of Services" (referred to as WSS hereafter and in the related Development Schedule) describes the service levels and arrangements that exist between Metropole Glasgow Limited (SC804395), property factors, and the property owners.

Metropole Glasgow Limited will be referred to as MGL hereafter.

The WSS has been produced in accordance with the requirements of the Property Factors (Scotland) Act 2011 and the Property Factors Code of Conduct.

## **2. Authority to Act**

A property factor can be appointed as the result of a decision of the majority of property owners, by custom and practice, or by formal business acquisition.

The management appointment date is detailed in your Development Schedule.

Our authority to act includes the management of the common parts insofar as this relates to:

- Routine maintenance
- Planned and reactive repairs and renewals
- Emergency repairs
- Utilities and utility bills (where applicable)
- Major works
- Statutory Health and Safety compliance
- Insurance
- On-site staff

For non-emergency repairs, the ultimate decision to authorise any work will be made by MGL up to an amount of £2,000.00. Non-emergency works which are likely to exceed this cost will require consultation with the Metropole Owners Committee and/or owners. the Metropole Owners Committee will be referred to as MOC hereafter.

Emergency repairs which may constitute a threat to persons or property, whatever the amount, may be actioned immediately by MGL and we will contact all affected owners thereafter in writing, detailing remedial actions and costs (if exceeding the authorised repair limit).

The decision to escalate a repair as an emergency will be made by MGL based on the conditions and hazards both potential and present.

MGL will only use approved and authorised contractors for any repair work and will always endeavour to obtain the best possible quality and value for Owners. Comparative quotations will be arranged, where appropriate, by MGL. MGL operates an approved contractor process to ensure contractors are adequately insured to work on Owner's behalf.

## **3. Core Services Provided**

MGL will only carry out the services as detailed in this WSS and the related Development Schedule.

MGL provides a range of services for parts or areas of the building, which the owners have a liability in common to maintain.

The core services provided cover the maintenance, management and repair of the common parts in line with paragraph 2 above.

Private areas are those which belong to the owners of individual properties and are not included in our services. These may include, but are not limited to:

- All areas inside individual properties (excluding load-bearing walls and beams)
- Controlled entry handsets and systems inside individual properties
- Private balconies
- Entrance doors into individual properties
- Private windows and surrounds, mastic etc.
- Overflows serving private appliances
- Vents and flues serving private appliances
- Private water/gas pipes etc. from the point of exit from communal supplies

It is the owners' responsibility to ensure these private areas are maintained in good order.

MGL reserve the right to become involved in private matters but only where it considers it appropriate to protect the overall interests of Owners.

#### **4. Maintenance and Repairs Arrangements**

##### **Routine Maintenance**

Gardening (in the courtyard ) and Common area cleaning services will be provided.

Roof inspections, gutter cleaning, water pump maintenance etc. will be provided.

Statutory inspections of lifts, emergency lighting, fire-fighting equipment, health and safety (legionella testing of water supply, lightning rod testing etc, inspections) will be arranged, where applicable, by MGL in accordance with the building requirements.

##### **Routine Repairs**

Requests for routine repairs can be made using the following communication method:

- By email to [getintouch@metropoleglasgow.com.com](mailto:getintouch@metropoleglasgow.com.com)

##### **Emergency Repairs**

Requests for emergency repairs should be made by calling our Customer Service number 01416737358 which is open 24 hours per day, 365 days per year. Our Customer Service Centre will provide an emergency contractor contact.

Emergency out of hours contractors available are typically:

- Plumber
- Roofer

But may also include.

- Electrician
- Locksmith
- Joiner
- Glazier
- Drainage

Please note that emergency repairs instructed by MGL will be in respect of common parts only. Costs for emergency repairs will be apportioned as common among those owners with liability to pay. Private emergency repairs are the Owner's responsibility to arrange and pay.

### **Major Works**

Major works may also be referred to as proposed repairs and are defined as significant.

planned works where costs or estimated costs, exceed our normal authority to act. Such projects may include.

- Communal painting scheme
- Structural repair
- Mechanical and electrical replacement
- Extensive roof repair or replacement
- Extensive building façade repairs
- Major flooring renewal
- Major garden re-design
- Extensive car park resurfacing

Major project discussions can result from:

- Common fabric failures.
- Title deed requirement (e.g. deeds stipulate communal painting every 5 years)
- The recommendations of a professional inspection (e.g. a roof condition report)
- A recommendation by MGL
- A request from owners or the MOC.

MGL will contact the MOC and/or owners to establish the level of interest in a particular project.

A vote may be used to obtain the owners' decision(s). It will be our standard practice to obtain a project specification and seek comparative quotes or undertake a tender exercise. Projects will need to meet the requirements of the deeds to make binding decisions.

Professional consultants may be required to provide professional services that are out of MGL's remit. In these cases, comparative fee quotes will be obtained from suitably experienced firms for consideration.

Once a project has been agreed upon by owners and a contractor/quotation selected, sufficient funding must be in place prior to the commencement of the project. This ensures the ability to settle the contractor's invoice. (The costs involved in major projects are such that the financial resources within the sinking fund might be insufficient to cover the costs under our invoicing terms).

There are two ways in which funds can be raised.

- **Use of an ingathered fund** - MGL will calculate the individual project cost and issue a proposed works invoice to each Owner. Only when sufficient funds have been ingathered can formal instruction be issued to the contractor. MGL will determine what percentage of funds will be required to start the project. This will depend on the financial health of the Metropole scheme, problems with income recovery, etc. It should be noted that it is possible that agreed works may not go ahead if insufficient funds are ingathered within a twelve-month period. In such cases, funds received will be returned to the owners or may be retained if reasonably anticipated that sufficient funds will be received to allow the project to start.

- **Use of Sinking Fund** - Ingathering of funds may not be required if:

- there are sufficient funds available to cover the cost of the project in the Metropole sinking fund. (A combination of sinking and ingathered funds may be preferred or required)
- a competent decision is reached by the owners to utilise the sinking fund. Where the sinking fund is used, individual invoices will not normally be raised MGL but the spend will be advised to Owners.

It is important that the common parts are kept to a good standard of repair. Not only does this improve the daily visual benefits of a well-maintained, clean environment, but it also helps maintain/improve the value and saleability/rentability of your property. For these reasons, ongoing maintenance/ improvements are essential. In some geographic areas, grants and subsidies may be available from local authorities and trusts. In such cases, MGL, or the appointed professional consultant, will liaise with the relevant organisations to obtain requirements for possible grant-assisted funding.

## **Response Times**

**Routine Repairs** - Where the Metropole scheme liquidity allows, we aim to instruct routine repairs within 2 weeks following receipt of notification. If the cost of the repair exceeds our delegated authority spend limit, comparative quotations will be sought, and the MOC will be consulted. Anticipated timescales for obtaining estimates are 15 -30 days but may be subject to external influences.

**Emergency Repairs** – In order to prioritise emergencies, emergency repairs should be reported by email or, preferable, telephone 01416737358. In some cases, it may only be possible to "make safe" a hazardous situation within the aimed time scale for, depending on the nature of the emergency.

**Alterations/enhancements** – MGL will consult the MOC / owners to assess views for works of this nature. Once approved and requested, response times for routine repairs will apply.

## **Property Inspections**

Routine property inspections will be made by MGL on a quarterly basis. If matters are out with the professional expertise of the Factor, other professional services, such as building surveyors and structural engineers, may be required. Owners will be informed in these circumstances and provided with comparative fee quotes for consideration.

## **5. Financial and Charging Arrangements**

### **Management Fees**

Any costs other than credit control/debt recovery costs) related to managing the property by MGL will be charged equally to all Owners,

### **Apportionment of costs**

All costs incurred in the ongoing common works and services provided by MGL in the maintenance of the scheme will be shared, as per the Deed of Condition, between owners. These include, where applicable:

- Routine maintenance costs
- Planned and reactive repairs and renewals
- Emergency repairs
- Utilities and utility bills (where applicable)
- Major Works
- Statutory Health and Safety Compliance
- Insurance
- On-site staff

The split (or apportionment) of costs is normally determined by the deed of conditions and is detailed on your invoice. Where no definition exists, the Tenements (Scotland) Act 2004 will apply.

### **Float Funds**

On the appointment of MGL to manage your scheme, a float payment was collected. The float is used by MGL to fund the payment of goods and services on your behalf until common charges invoices are issued and paid.

Floats will be returned to each Owner after departure from their property and will appear as such on the final invoice. The date of the final invoice is determined by the transfer of ownership or sale date.

The full amount of the float will be repaid to the Owner minus any outstanding costs on the account.

The float amount quoted in your Scheme Schedule is correct at the date of publication of this WSS and may be subject to change if costs increase significantly. MGL will write to you if a float increase is required.

### **Sinking Funds**

To plan financially for major projects, a sinking or reserve fund has been arranged for the Metropole by MGL. Such funds are held by MGL in a separate bank account in the name of the Metropole Owners.

Sinking fund contributions are agreed with the MOC and are charged to the Metropole owners in their invoices.

Sinking fund bank accounts are separate from MGL's operating account and are securely protected against the financial failure of MGL.

Interest accrued in sinking fund accounts is retained directly in the sinking fund account. A statement of the funds held in the Metropole sinking fund account can be exhibited at an Annual General Meeting on request.

**If an owner sells their property, the amount paid into the sinking fund is not returned. It should, however, be detailed as an asset in the sale of the property.**

The use/spending of sinking funds is controlled by the owners. MGL may recommend the use of sinking funds for a particular project but cannot enforce such action.

### **Invoicing**

All costs, including management fees, are charged in accordance with your Development Schedule. Insurance premiums may vary (see Section 8).

Invoices will be sent to the Owner of the property by secure email or by postal service or by hand delivery to their mailbox in the Metropole mail room. For environmental and cost purposes, the default method of delivery is secure email. For those that wish to receive invoices by postal/hand delivery service, additional costs of £3 per month may be applied.

### **Sales/Apportionment Process and Fees**

When an owner sells a property in the Metropole development, MGL liaises with the seller's solicitor to answer any relevant questions such as any outstanding debt, presence of sinking funds, pending projects etc. When known, the seller's solicitor must confirm the sale date to MGL, who then must ensure that all costs are apportioned to the correct owner at the correct date. For example, for a sale date of 1st July, the departing owner is liable for all costs up to that date, including cleaning, gardening, utility bills etc.

As some invoices may not be generated until after the sale date (for example, utility bills), the final invoice, including repayment of float (where applicable), is produced sometime after the date of sale to ensure all outstanding costs are correctly split. MGL requires a minimum of 14 days' notice of sale from the seller's solicitor. Please note it is the seller's responsibility to ensure their solicitor is advised of these requirements.

An administrative charge is made to the departing owner to cover the significant internal administration requirements involved in the sales process. This charge will appear on the invoice following the sale.

The charge will be £80 per property if MGL is notified of a sale within 14 days.

We reserve the right to charge a higher amount if the sales process is protracted or involves significant additional work. (Cost dependent on the volume of additional resources required).

The charge will be reviewed by MGL annually and amended as required.

Charges on a sliding scale will be charged if we are not notified of a sale within 14 days: the charges to be applied are as follows:

- Assignment Fee – 14-28 Days Overdue £100.00
- Assignment Fee – > 28 Days Overdue £150.00

### **Payment of Invoices**

Payments are due no later than 14 days of the invoice date.

Invoices can be paid by any of the following methods:

- Electronic bank transfer – see the invoice for details
- Standing order
- Cheque (additional charges from the Bank will apply)

Any disputed items on an invoice should be raised with MGL within seven days of receipt of the invoice. Undisputed items on the invoice must still be paid within 7 days of receipt of the invoice.

MGL will hold owners' funds in a specific "Client Bank Account" into which all floats and owners' payments are made and from which all contractors' invoices etc., are paid.

This account is separate from MGL's operating account and is securely protected against the financial failure of the business.

MGL retains any interest accrued on the Client Bank Account. However, it also pays all charges incurred on the account, such as card machine charges, BACS transfers to contractors' accounts etc. Any surplus interest will be used to offset other administrative costs related to all owners.

### **Income Recovery**

An income recovery procedure is stringently applied to ensure that all means possible are employed to recover debt from late and defaulting owner payers. The procedure includes written correspondence from MGL, a notification from an external debt management company and, ultimately, legal action. Any legal costs incurred in the recovery of debt will be charged directly to the relevant owner.

If all available means to recover the debt have been exhausted without success, the outstanding amount may be distributed, as a cost under joint liability, between the remaining owners in the Metropole scheme. Any irrecoverable legal costs incurred in the recovery of debt will, ultimately, be distributed amongst all owners in the Metropole development. If/when costs are recouped from the debtor, these will be repaid to all owners. This is in line with the Deed of Condition.



A copy of MGL's debt recovery procedure is available on request.

The costs of recovering unpaid invoices are due from the relevant owner directly involved and additional costs will be added as follows:

- Reminder notice £30. This will be issued 14 days after the date of the invoice.
- Third party debt recovery will be instructed 7 days later and all costs will be charged to the owner directly.
- Court proceedings – an MGL management fee of £100 will be added to the owner's account in addition to the legal fees, costs, and expenses related to the court action.
- Notice of Potential Liability – all costs will be added to the owner's account.

Details of the Metropole scheme owners' debt position can be provided on request or at a meeting of owners.

Details provided will include the number of debtors along with the size and status of each debt (i.e. debt recovery, legal action etc.).

It is important that the Metropole Factor is "in funds" to allow continuous delivery of services. If a significant debt is accrued and the Metropole scheme is consistently short of funds, contractors' services may have to be suspended until the financial position is rectified. The level of the float may also be revisited. If this situation arises, this will be discussed with all Owners.

### **Contractors Invoices and payments**

MGL aims to settle all contractors' invoices in a timely manner through our regular payment runs.

No markup, commission, or any other form of remuneration is taken by MGL in its dealings with contractors. The price the owners pay is the price charged by the contractor to MGL.

## **6. Communication Arrangements**

### **General Communication**

Good communications between the MGL and owners are key to a successful relationship. All enquiries should be directed to our [getintouch@metropoleglasgow.com](mailto:getintouch@metropoleglasgow.com) email.

If we cannot fully address your enquiry, the Factor will reply to your email within five working days.

Contact information for all forms of communication is detailed on page 1 of this document. For general requests (i.e. non-emergency), MGL will acknowledge receipt of communication within five working days of receipt. Timescales for the resolution of queries relevant to the prevailing issues will be indicated within our acknowledgement.

## **7. Complaints**

In the first instance MGL will aim to resolve all enquiries raised to our customer service email address informally. However, should an owner remain dissatisfied and wish to make a formal complaint, our complaints process will apply.

Our complaints process has two stages:

Stage 1 – resolution by the Factor management team within up to 10 working days.

Stage 2 – review and resolution by an MGL board director within up to a further 10 working days.

If an owner remains dissatisfied after the Stage 2 response, the Property Factors (Scotland) Act 2011 allows owners to make an application to the Scottish Government's First-tier Tribunal for Scotland (Housing and Property Chamber) for a determination of whether their factor has failed to carry out their factoring duties or failed to comply with the Code of Conduct.

To take a complaint to the First-tier Tribunal for Scotland (Housing and Property Chamber), owners must first notify their property factor in writing of the reasons why they consider that the factor has failed to carry out their duties or failed to comply with the Code of Conduct. The property factor must also have refused to resolve the owner's concerns or have unreasonably delayed attempting to resolve them. At the request of the owner, and if all attempts to resolve the complaint have failed, MGL property factors will provide contact details for the First-tier Tribunal for Scotland (Housing and Property Chamber) to whom the complaint can be passed.

In dealing with complaints, MGL staff and directors will, at all times, display a polite and professional approach to the owner. Similarly, owners who have a complaint must also display polite, professional conduct at all times. Verbal (or other forms of) abuse of MGL staff and directors will not be tolerated.

## **8. Insurance**

MGL will place fully comprehensive buildings insurance cover on the owners' behalf, by means of a common policy via our broker in accordance with the title deeds or by agreement with the owners. A fully comprehensive buildings insurance policy includes property owners' liability cover.

Appropriate insurance cover for assets such as lifts and courtyards will be placed on the owners' behalf via MGL's insurance broker.

Insurance policy documentation is available for inspection by request via our customer service email [getintouch@metropoleglasgow.com](mailto:getintouch@metropoleglasgow.com).

Insurance certificates will detail the declared value, the sum insured and any excesses that apply. Full policy wording is available on request.

Insurance premiums will be apportioned in accordance with title deed stipulations or, where appropriate, utilising the provisions of the Tenement (Scotland) Act 2004.

Insurance claims - In the event of an insurance claim where MGL places cover on behalf of owners, please contact our Customer Service on [getintouch@metropoleglasgow.com](mailto:getintouch@metropoleglasgow.com)

Defects reporting - All defects should be reported to [getintouch@metropoleglasgow.com](mailto:getintouch@metropoleglasgow.com)  
Failure to report defects quickly can result in the insurance provider disputing claims.

Insurance valuations – In the absence of alternative instructions, MGL will arrange reinstatement valuations for insurance purposes, in line with RICS recommendations. Sums insured and associated premiums will be adjusted accordingly, and owners advised.

Reinstatement valuations will be undertaken by RICS accredited surveying firms. Associated professional fees will be subject to a competitive tendering exercise.

Index-linked increases will apply to declared values reflecting standard insurers' practice. In order to maintain insurance premiums at the lowest possible level, MGL do not receive any commissions. Commissions or fees will only be taken by the broker.

MGL are happy to demonstrate its annual insurance renewal process on request.

## **9. Declaration of Interest**

In the unlikely event that MGL are involved in a material relationship or agreement that conflicts with any work undertaken for the owners, fair treatment will be ensured at all times.

## **10. Regulatory Status and Association**

The business operates as a formally registered Property Factor in Scotland, registration number PF001066.

## **11. Termination of Appointment**

Should owners wish to terminate MGL's appointment, reference should be made to the property title deeds or deed of conditions. Written evidence to prove that competent consultation of all owners has occurred must be produced to MGL.

The standard notice period for termination of appointment from either party is three months.

If termination occurs out with the requirements of the Deed of Conditions, financial penalties may apply.

Once all bills pertaining to the scheme have been received and processed (normally within three months), a final invoice will be produced for each owner. Any float repayment due will be included as a credit, assuming that all individual debts have been cleared.

Any outstanding Metropole scheme debt will be distributed, per the property title deeds, as a common charge as described above.

Cancellation of longer-term contracts/premiums may incur provider penalty charges. Where practicable, contracts will be transferred into the name of the incoming property factor.

MGL reserve the right to withdraw services with immediate effect in the event that owners prevent the progress of work required to ensure the common areas of the property are compliant in respect of health and safety.