



Written Statement Of Services

1. Introduction and Legal Framework

Total Property Factoring & Management Ltd ("TPFM", "we", "us" or "our") is appointed to act as property factor and managing agent for common parts, common services and/or factored land where we have authority to do so. This Written Statement of Services ("WSS") explains the terms and service delivery standards of the arrangement between TPFM and homeowners.

- This WSS is prepared with reference to the Property Factors (Scotland) Act 2011 and the Property Factors Code of Conduct effective from 16 August 2021.
- This WSS should be read together with the Deed of Appointment, title deeds, deed of conditions, property-specific schedule, Schedule of Charges, complaints handling procedure, debt recovery procedure and privacy notice.
- Where the title deeds, deed of conditions, Tenements (Scotland) Act 2004, Title Conditions (Scotland) Act 2003 or any valid owner decision provides a different procedure or threshold, the legally applicable arrangement will take precedence.
- TPFM will take reasonable steps to provide this WSS to new homeowners within the timescales required by the Code and to make the latest version available on request.

2. Company, Registration and Contact Details

Item	Details
Legal name	Total Property Factoring & Management Ltd
Company number	SC875809
Property Factor Registration Number	PF001165
Registered office	Level 2 48 West George Street Glasgow G2 1BP
Telephone	0141 459 1037
Email	contact@totalpropertyfm.com
Repair reporting / resident portal	Totalfactor.fixflo.com
Normal working hours	Monday – Friday 9am – 5PM
Emergency/out-of-hours contact	Contact us on 0141 459 1037 using WhatsApp or call this number
Privacy information	https://www.totalpropertyfm.com/privacypolicy





3. Authority to Act

Total Property Factoring & Management Ltd has acquired the factoring and management assets of the previous factor. As a result, TPFM has taken over the ongoing management of the property and will act as property factor and managing agent for the common parts of the building.

By signing this Written Statement of Services, each proprietor confirms their agreement to TPFM acting as factor and managing agent for the property, subject to the terms set out in this document, the applicable title deeds, any deed of conditions, deed of appointment, factoring agreement, collective owner decision, and applicable legislation.

TPFM will only act where it has authority to do so. This authority may arise from one or more of the following:

- the title deeds, deed of conditions, burdens or other title provisions affecting the property;
- a Deed of Appointment, factoring agreement or written agreement with proprietors;
- a valid collective or majority decision of homeowners, where permitted by the title deeds or applicable legislation;
- the Tenement Management Scheme, where applicable under the Tenements (Scotland) Act 2004;
- the continuing management arrangements transferred from the previous factor following TPFM's acquisition of the factoring and management assets;
- custom and practice, where a formal appointment or written authority is not yet available, provided this is clearly explained to owners and regularised where possible; or
- emergency, health and safety, statutory or urgent property protection circumstances where immediate action is required to protect homeowners, residents, the building, common parts, services or neighbouring property.

Unless otherwise stated, each proprietor will be responsible for their share of common charges, factoring fees, repair costs, insurance costs, maintenance costs and other properly incurred expenditure in accordance with the title deeds, deed of conditions, applicable legislation, owner agreement or established apportionment method for the block.





Where TPFM has acquired the management of a property from another factor, TPFM will make reasonable efforts to identify and explain any inherited records, ongoing matters, live repairs, funds, balances, liabilities, disputes, contractor instructions, insurance claims or financial implications affecting homeowners. TPFM will not be responsible for any act, omission, debt, failure, mismanagement, historical liability or dispute created by the previous factor before the date TPFM formally assumed management, unless TPFM expressly confirms in writing that it has accepted responsibility for that specific matter.

4. Delegated Authority, Owner Consultation and Approval

TPFM will consult homeowners and seek approval before instructing work or services that incur charges in addition to the core management service, except where there is delegated authority, an emergency, statutory necessity, or an applicable title deed procedure allowing action without further approval.

Category	Authority / process	Owner notification / approval
Routine common repairs under GBP300 total block cost	TPFM may instruct without prior owner approval.	Residents will be notified of the anticipated cost before works are carried out where reasonably practicable. Costs will normally be added to regular factoring invoices.
Routine common repairs over GBP300 total block cost	TPFM will normally obtain quotation(s) and issue details for owner approval before instruction.	Approval will be sought in accordance with the title deeds, deed of appointment, agreed owner voting process or applicable legislation.
Large-scale repairs, damage-related works or project works	TPFM will normally obtain quotations/specifications and seek approval before instruction.	These may be invoiced separately from regular fee invoices and may require advance collection, reserve fund use or staged payments.
Emergency works	TPFM may instruct works without prior approval where necessary to protect health, safety, property, building integrity or to prevent further damage.	Owners will be informed as soon as reasonably practicable, including the reason for emergency action and available cost information.





Emergency authority should be aligned with the property-specific schedule. Where no property-specific threshold is stated, TPFM may instruct emergency works up to GBP500 without prior owner approval where this is reasonably necessary. Higher emergency costs may still be incurred where delay would create unacceptable risk, and TPFM will keep evidence of the reason for acting.

5. Core Factoring Services

5.1 General Management

- Act as managing agent for the common parts, common services and/or factored land within our authority.
- Maintain ownership and contact records where information is provided by owners or their agents.
- Administer owner decisions in accordance with the title deeds, deed of appointment and applicable legislation.
- Maintain written records of key decisions, instructions, contractor appointments and correspondence.

5.2 Financial Management

- Prepare annual budgets or estimated costs where applicable.
- Collect factoring charges, service charges, common repair costs and other properly authorised charges.
- Operate client trust/client accounts for homeowner funds where required.
- Issue bills/invoices and provide supporting documentation on request where reasonably available.
- Provide homeowners with a financial statement at least annually, showing a breakdown of charges and a description of works/services charged for.
- Administer sinking, reserve, floating or project funds where applicable.

5.3 Repairs and Maintenance

- Receive and assess repair reports affecting common parts or factored land.
- Arrange routine, reactive and emergency common repairs within delegated authority or following owner approval.
- Instruct approved, competent and insured contractors where reasonably available.
- Consider a range of options for repair where appropriate, balancing cost, quality, urgency, longevity and professional advice.
- Keep homeowners informed of progress and estimated timescales, unless a cost threshold or agreed process means job-specific updates are not required.
- Notify homeowners where planned work is cancelled or materially delayed, including next steps and the position regarding any collected funds.

5.4 Planned Maintenance and Inspections

- Carry out property inspections where this service is included.





- Identify and report visible maintenance issues affecting common parts.
- Assist with planning future works, cyclical maintenance and lifecycle replacement where instructed.
- Coordinate major works subject to authority, funding and owner approval.

5.5 Emergency Response

- Provide out-of-hours emergency arrangements where included in the agreed service.
- Emergency issues will be responded to within the target times agreed. Where no specific target is stated, TPFM will aim to respond to emergency reports within 4 hours.
- Emergency works may be instructed to protect health, safety, property or building integrity, or to prevent further damage.

5.6 Communication and Administration

- Primary communication will be by email and/or resident portal unless a paper copy is reasonably requested.
- Routine written enquiries will normally be acknowledged or responded to within 3 working days.
- Requests for access to records will normally be considered and fulfilled within 10 working days where reasonably available and not restricted by data protection, confidentiality, legal privilege or commercial sensitivity.
- TPFM will take reasonable steps to include its Property Factor Registration Number on documents issued to homeowners.

6. Services Not Included Unless Agreed

- Legal advice to individual owners.
- Private repairs within individual properties, unless separately instructed and agreed.
- Guaranteeing contractor workmanship beyond any rights available under the contractor's own warranty, contract, insurance or statutory obligations.
- Works outside TPFM's authority under the title deeds, appointment terms or applicable legislation.
- Payment of common costs from TPFM's own funds unless expressly agreed in writing.
- Resolving neighbour disputes, antisocial behaviour or private title disputes, except to the extent they directly affect the common parts or TPFM's factoring duties.

7. Contractors, Procurement and Connected Parties

TPFM may use external contractors, approved contractor frameworks, in-house staff or connected businesses where this is appropriate, lawful and offers suitable value and service quality.





- Contractors will be subject to proportionate checks on competence, insurance and compliance.
- TPFM will take reasonable steps to appoint contractors with public liability insurance.
- TPFM will keep records explaining how and why contractors were appointed, including cases where a competitive costing/tender was not carried out.
- Tendering or selection documentation, excluding commercially sensitive information, will be made available on request where applicable.
- Any commission, administration fee, rebate, payment, benefit or financial/other interest connected with a contractor or contract will be disclosed in writing to homeowners where applicable.
- Where TPFM uses a connected party, the relationship will be declared in writing, owners will be informed before instruction where reasonably practicable, and value-for-money principles will be applied.

8. Financial and Charging Arrangements

8.1 Management Fee and Review

Management fees are charged in accordance with the Schedule of Charges and/or a property-specific schedule. The schedule must state the amount, whether VAT applies, the charging frequency, the services covered by the core fee, and the policy for review, increase or decrease of the fee. Any increase or decrease will be notified to homeowners in writing in accordance with the appointment terms, title deeds and applicable law.

8.2 Owner Liability Shares

Each homeowner's share of management fees, common works, insurance and services will be determined by the title deeds, deed of conditions, deed of appointment, owner agreement or applicable legislation. The property-specific schedule should state each homeowner's liability as a percentage, fraction or flat-rate basis, as applicable.

8.3 Billing and Payment

- Regular invoices will be issued quarterly, unless requested more frequently, by email, portal or post where required.
- Invoices will state the payment due date, payment methods and the period or work to which the charge relates.
- Payment methods are online payment, bank transfer, direct debit, standing order or collection in person if required.
- Repair costs under the GBP300 delegated authority threshold will normally be included with regular factoring invoices.
- Larger repairs, emergency works, damage-related works, insurance excesses, major works or project costs may be invoiced separately or collected in advance where appropriate.





- Supporting invoices, contractor information or cost breakdowns will be made available on request where reasonably available and subject to data protection and commercial sensitivity.

8.4 Floats, Sinking Funds, Reserve Funds and Advance Payments

Where a float, deposit, sinking fund, reserve fund or project fund applies, the property-specific schedule must confirm the amount, purpose, payment process, interest arrangements where applicable, accounting basis, refund/transfer process on sale or termination, and any restrictions in the title deeds or owner agreement.

8.5 Annual Financial Statement

TPFM will provide homeowners, in writing at least once a year, with a detailed financial statement showing a breakdown of charges made and a description of the activities and works charged for.

8.6 Late Payment and Debt Recovery

TPFM's debt recovery procedure is available on request. Any late payment charges, interest, administrative fees or recovery costs must be clearly stated in the Schedule of Charges, including the period after which they apply. TPFM will seek to deal reasonably with homeowners in financial difficulty, while protecting the interests of other homeowners who may otherwise carry unpaid common costs.

9. Buildings Insurance

Where TPFM arranges buildings insurance or any other insurance on behalf of homeowners, the following will apply:

- TPFM will provide an annual insurance statement or summary of cover, or within 3 months following a change in insurance provider.
- The statement will set out the basis for calculating each owner's share, the sum insured, premium, main cover, excesses, insurer name and key policy terms.
- Full policy details will be made available on request where reasonably available.
- Homeowners will be notified of substantial changes to cover.
- Any commission, administration fee, rebate, payment, benefit or financial/other interest connected with insurance will be disclosed in writing, if requested.
- Where applicable, TPFM will maintain a procedure for submitting and monitoring insurance claims and will keep homeowners reasonably informed of claim progress.
- TPFM will maintain adequate professional indemnity insurance and will make details available on request for verification.

10. Data Protection and Records

- Personal and property data will be handled in accordance with UK data protection law and TPFM's privacy notice.





- Owners may request access to relevant factoring records by email or other stated contact method.
- Records will be retained securely and only shared where lawful, necessary and proportionate.
- When another factor is appointed, TPFM will co-operate with the incoming factor within the limits of its authority, data protection law and owner instructions.

11. Complaints Handling and Dispute Resolution

TPFM will maintain a written complaints handling procedure and will apply it consistently and reasonably. The procedure is available on request and includes the steps, timescales and escalation routes for complaints.

- Good practice is a two-stage process: Stage 1 - Frontline/Internal Resolution; Stage 2 - Senior Review/Investigation.
- At some stage, the homeowner will be required to make the complaint in writing.
- TPFM will confirm its final decision in writing once the internal process has been exhausted.
- TPFM will not charge homeowners for handling complaints unless the property titles expressly allow this.
- Complaint correspondence will be retained for at least 3 years from receipt of the first complaint.
- If a complaint remains unresolved after TPFM's process has concluded, a homeowner may apply to the First-tier Tribunal for Scotland (Housing and Property Chamber), subject to the statutory requirements.

12. Selling, Transfer of Ownership and Final Accounts

- Homeowners should notify TPFM of an intended sale as early as possible and provide the settlement date, solicitor details and forwarding contact details.
- TPFM will provide information reasonably required for sale/settlement, subject to any applicable administration fee stated in the Schedule of Charges.
- Where funds are due to a selling owner, TPFM will confirm the refund/transfer process and provide final financial information within the Code timescales, unless there is a good reason for delay such as awaiting final contractor invoices.
- Outstanding charges may be deducted from funds held or pursued in accordance with the debt recovery procedure and applicable law.

13. Ending or Changing the Factoring Arrangement

TPFM's appointment may be terminated or changed only where a valid decision has been made in accordance with the title deeds, deed of conditions, deed of appointment, factoring agreement, Title Conditions (Scotland) Act 2003, Tenements (Scotland) Act 2004, the Tenement Management Scheme where applicable, or any other applicable law.





Unless a different period is required by the title deeds, appointment terms or applicable law, TPFM requires a minimum of three months' written notice of termination or replacement. This notice period is required to allow proper closure of accounts, reconciliation of owner balances, transfer of records, contractor instruction review, insurance review, live repair management, arrears management and orderly handover to any incoming factor.

A termination notice must be supported by evidence of the valid owner decision and must identify the authorised homeowner representative or incoming factor. TPFM will not transfer management records, funds or personal data to another party unless it is satisfied that the instruction is valid, lawful and properly authorised.

TPFM will remain entitled to recover all fees, charges, costs and liabilities properly incurred before the effective termination date, including any reasonable handover, account closure, administration, legal or debt recovery costs where recoverable under the title deeds, appointment terms, this Written Statement of Services or applicable law.

Where another property factor is appointed, TPFM will co-operate reasonably with the incoming factor and provide relevant property, financial, repair, insurance, compliance and owner information where lawful and authorised.

Nothing in this clause restricts any statutory right of homeowners to terminate or change the factoring arrangement in accordance with applicable law.

14. Review and Updates

- This WSS will be reviewed annually or following legislative, regulatory or material service changes.
- Where substantial changes are required, homeowners will be issued with a revised WSS or a summary of changes within the timescales required by the Code.
- The latest version will be made available on request.

15. Acceptance / Acknowledgement

Please sign to confirm that you have received and understood this Written Statement of Services. Signature does not remove or reduce any rights or obligations contained in the title deeds, appointment terms, the Property Factors (Scotland) Act 2011, the Code of Conduct or other applicable law.

Name:

Property Address:

Signature:

Date:

