

(g) Right to object. We will respect the general rights of homeowners to object to the processing of their personal data in certain circumstances.

(h) Right to object to marketing. We will respect homeowners' rights regarding use of their personal data for direct marketing purposes. In particular, we will not begin or we will cease processing any personal data of individuals for direct marketing purposes if at any time individuals ask us not to do so.

(i) Automated individual decision-making, including profiling. Where requested, we will not make decisions based on automated processing, including profiling and we will ensure that you can always obtain a review by one of our staff members of any automated decisions and are able to express your point of view and contest any such decisions.

We will not make any automated decisions based on sensitive personal information unless we have obtained your explicit consent to do so, or this is otherwise necessary for substantial public interest reasons based on applicable law.

8.2 We will process all personal data in line with homeowners' rights in each case to the extent required by and in accordance with applicable law only (including, without limitation, in accordance with any applicable time limits and requirements regarding fees and charges).

8.3 We will respect homeowners' rights regarding use of their personal data for direct marketing purposes. In particular, we will not begin or we will cease processing any personal data of individuals for direct marketing purposes if at any time a homeowners asks us to stop.

8.4 homeowners can exercise their rights by contacting us using the contact details set out below in the "Contacts and complaints" section of this Privacy Policy.

9. Contact and complaints

9.1 Questions, comments, requests or complaints regarding this Privacy Policy and/or our use of homeowners' personal data should be addressed to support@parkpm.co.uk or Customer Services, Park PM, 16 North Claremont Street, Glasgow, G3 7LE.

9.2 If homeowners have any complaints regarding this Privacy Policy, they may also contact the UK Information Commissioner by telephone on 0303 123 1113 or at www.ico.org.uk/

9.3 We are not a 'public authority' as defined under the Freedom of Information Act 2000 and we will not therefore respond to requests for information made under that Act.

Written Statement of Services:

Our Authority to Act

Park PM have been appointed as your agent to manage your property's common property in line with one or more of the following:

Your deed of conditions; A valid decision made by the homeowners of your development; Established custom and practice through managing your property without challenge for over twelve months and the authority is tacitly accepted; Owners have made payments to invoices and have implicitly accepted the Property Manager. Acquisition of the right to manage your property from another factor and accepted by the owners without challenge or process to remove us.

Park PM will instruct works within the limits as set out in your title deeds or agreed by quorate decision. Works over the value as defined in your deeds will be subjected to formal tenders whilst lower value contracts will be placed at Park PM's discretion.

Compliance- In accordance with the Property Factors Act 2011 Park PM are a registered Property Factor (Agent) and our registration number is PF000423

There are many pieces of legislation that influence property management including The Property Factors (Scotland) Act 2011, The Title Conditions Scotland Act 2003 and the Tenement Scotland Act 2004.

Definitions:

"Deeds of Condition" means the burdens as described in your Title deeds.



PARK
PROPERTY MANAGEMENT

“Homeowner(s)” means the proprietor(s) of any part of the common property, being dwelling house, land or other as described in your title deeds.

“Property Manager” means Park Property Management Limited, PF000423 also PARK PM as abbreviated.

“Property” means the common property as described in your Title Deeds.

Services provided by us

Core Services

Property Management

Property Management covers a wide array of tasks which includes receiving instruction from homeowners, receiving reports on maintenance and repairs and instructing works, issuing invoices for common charges to homeowners and collection thereof. Park PM will engage with owners to maintain your common property whenever possible. Please contact your Property Manager if you wish further information on our core services in relation to your property.

Repairs

We expect urgent repairs to be attended to within 24 hours of notification. We expect routine jobbing repairs to be attended to within 5 working days of notification. If estimates are required, we ask appointed contractors to ensure these are submitted to our office within 10 working days. There may be circumstances out with our control where these timescales cannot be achieved i.e., severe weather, access restrictions, trade holidays etc. Park PM have delegated spend authority in your development as set out in the appendix to this document to instruct common maintenance and repairs out with placing of core service contracts or insurance cover in accordance with the Deeds, where it is not necessary to consult with the owners for prior approval. This remains in place until there is a proper instruction to remove this delegated authority, or an alternative amount is agreed at a properly convened meeting or owner ballot as per your title deed.

We do not accept responsibility for defective workmanship or for works performed to an unacceptable standard which is the responsibility of the contractor. Should you contact us and inform us that you are dissatisfied with the standard of the completed work, this will allow us to contact the contractor on your behalf and make every effort to resolve the issue to your satisfaction. Should you feel the issue has not been resolved we have a further process for contractor complaints available on request.

Out of hours Emergencies

We have a 24hr emergency contact number so that you have confidence any emergencies will be dealt with 24/7. Park PM may make a charge for the provision of this service.

Should a homeowner require the services of an emergency contractor for common repairs out with normal office hours they should contact our main office on 0141 354 6536. Your call will be answered, or we will provide instructions on how to connect to the relevant company. Please be aware emergency calls will be subject to the contractors' out of hours rate. If you have trouble with this service do not hesitate to appoint a contractor of your own choice to mitigate any loss or damage. Park PM are unable to help with private property repairs. If using this service, Home owners should be aware they will be liable for costs associated with attendance and repairs that are deemed to be private upon discovery.

Inspections

We have Staff who visit developments covered under our portfolio. They report back to our property managers any issues or repairs noticed on their visit. The inspection is not part of our core service and no charge is currently made for this provision. Professional surveys may be carried out where necessary and there is a charge for this. The property manager may also visit the development. It is vitally important that homeowners make us aware of any common defects or concerns they may have in relation to the management of their property/development as these may not always be obvious at the time of inspection. Under current legislation, it is a homeowners' responsibility to ensure that their property is properly maintained. Homeowners should email us to support@parkpm.co.uk if they notice any repairs requiring attention. During visits, we will carry out a visual inspection of the external fabric of the building, common grounds if appropriate and, when we can, internal common parts, provided access is available. We will endeavour to note relevant defects and action as required. Our staff does not carry out a formal risk assessment of the property and the visit does not constitute a survey. Park PM do not warrant that all issues will be picked up by an inspection and recommend owners contact us if they notice any issues. If a formal survey is required, we can on owners' instruction, engage the services of an appropriately qualified person/firm on homeowners' behalf. If these are required a fee will be charged.

Owner engagement

Whilst we will always try to accommodate individual owner's wishes, we are governed by the Title deeds, the Property Factors' Act and other legislation that may prevent us from acting as requested. We recommend that owners make themselves aware of their title deeds and other legislation and that instructions have the support of most homeowners.

Insurance

When required, we will place insurance on your common property at the current cover level and you must pay the premiums for this. As Property Factor (Agent) we will not carry out an insurance revaluation on your property unless requested to do so by insurers or their brokers, however, we can obtain costs and seek the approval of homeowners, if requested to do so. Please note that it is the sole responsibility of the homeowner to ensure the property is insured for the full reinstatement value and that required cover is in place for all relevant risks. This will ensure that buildings insurance sums are kept accurate, avoiding any dispute in the event of a claim. We recommend a survey be carried out at least every five years. Owners are liable for the cost of non routine works such as RCA revaluations.

As a homeowner, Park Property Management will provide a schedule detailing the basis upon which their share of the insurance premium is calculated; the sum insured; the premium paid; the main elements of insurance cover provided by the policy and any excesses which apply; the name of the company providing insurance cover; and any other terms of the policy annually. This will be issued within four months of renewal in most circumstances. If you require a further copy, please contact your Property Manager. We use a broker to place insurance and any commission received by us will be conveyed to owners.

There are clear procedures in place for submitting insurance claims on behalf of homeowners which will be explained when intimating a claim. If you would like a copy of our insurance claim procedure, please write to us.

Please make sure that you are aware of all the policy excesses in advance of any claim.

Non core service

There are many other types of services that we may be called upon to deliver during our management, such as managing major works projects, that are not covered by our management fee. Any supplementary fees are communicated to owners as and when they arise with clear explanations as to how they are calculated. Please email us if you have any questions regarding other services.

Apportionment Fee

If you sell your property your, your solicitor will normally ask us to provide them with information which they require to complete the sale. As our management fee only covers the common management of the property, we will charge a fee for this additional administration. This fee will be notified to your solicitor and charged on your common charges account. Please note additional charges may apply for requests to process sale of less than five days or changes to sale date.

Financial & Charging Arrangements

Management Fee

Our management fee is for the provision of our core service, and it is reviewed annually. Any increase greater than the rate of inflation* will be notified to you in writing. The management fee is calculated as a fixed charge per share unless your deeds provide differently.

*As a living wage employer, Park PM measures inflation as the percentage increase in the UK national living wage. Your share of the management fee is set out in the appendix to this document.

Service Charge

The service charge is the total charge for ensuring proper management and maintenance of the property. This includes all contractor invoices and the Management Fee. It is essential that homeowners pay their service charge as the wellbeing and condition of your property may suffer from non-payment by even one homeowner. Your share of the service charge is set out in the appendix to this document.

Float

Each homeowner may be required to pay a float, details of this will be written in your title deed. The float amount will either be set by the Deed of Conditions or based on the expenditure for the property and properly agreed with homeowners. The float is a contribution to the working capital and is necessary to meet ensure common expenditure incurred for the property is funded adequately.

The float is necessary to maintain and repair the property/ development. If unpaid, it may result in the withdrawal of services or the prevention of common repairs. Where this is the case homeowners will be notified. All floats are held in non-interest bearing accounts. Unless your Title Deed states otherwise, in the event of a sale of a property, or the termination of the management, the float will automatically be credited to the homeowners' final account. We can only refund floats if we have the funds to do so. If there is large development debt, this may preclude full refunds. Park PM reserve the right to use homeowners' credit balances to fund debt until a full collection process has been achieved. All debt in a development is funded by owners' floats and is an asset of the development, not money owed to the Property Manager and Park PM will not underwrite owners' debts.

Reserves

Some developments operate a provision for future repair & renewal, often referred to as a sinking fund or reserve. Park PM describe these as reserves. Any provision for this will be clearly shown in your invoice and properly agreed with homeowners in advance. These sums are accounted separately for capital investment in your property and can be used to provision the completion of major works and as emergency funding of unforeseen expenditure to prevent overly onerous bills. This can subsidise large costs at future dates. These sums are kept in trust for the development and are not returned at sale of your property. Any reserve fund will be returned in full as per your apportionment share should you terminate the Property Manager.

Common Charges Account

Our invoices are issued either quarterly in arrears or on an annual budget basis in advance, unless otherwise agreed with owners, with consideration to their title deeds. The invoices can be delivered by paper post or electronic post, dependent on owner's preference. In line with our green policy, a small discount is provided for the election to receive electronic communication.

Payment terms are expressed on our invoices and are available on request. Contractors and suppliers' invoices need to be paid on the homeowners' behalf and non-payment by some homeowners may affect provision of services to others, or may result in other homeowners in the group being liable to meet the nonpaying homeowner's debts in relation to the factoring arrangements in place (if they are jointly liable for such costs – please check your title deeds for further information).

This does not affect your statutory rights.

We offer payment plans on all our budgeted accounts and your charges can be spread evenly throughout the twelve months of the budget year.

If payment remains outstanding, following the issue of the account, a notice may be sent, and additional charges may be levied. Please refer to our Debt recovery procedures for further information. This is available on request. If payment remains outstanding, it may result in the withdrawal of services or the prevention of common repairs.

Please refer to your property title for liability allocation of debt within your development. Unpaid service charge by owners may potentially financially impact your property common charges.

Payment can be made by cheque, bank transfer, debit card on the telephone, direct debit, online or standing order. For budgeted developments, each year a reconciliation of your Budget invoice will be made, reconciling the actual costs of the year against the budget figures. A balancing charge or credit may apply.

How we charge our management fees are covered separately in this statement. Your current charge is included in the appendix to this statement.

Communication & Consultation

Accessing Information

Homeowners can access information from us by request. Many documents and procedures are available to homeowners through our document request procedure. Not all documents may be made available due to privacy, storage limitations or economic reasons. If requested, Park PM will make available to homeowners supporting invoices or any other appropriate documentation for inspection or copying. A reasonable charge* may be imposed for this service. Often a discussion with your property manager should be able to furnish the information required. Any formal request should be made in writing by email support@parkpm.co.uk or through the post, marked for the attention of customer services.

*The charge covers labour and material costs of retrieving and providing copies of documents.

Park PM have a web portal where owners can view account balance, statements, invoices and make payment to account. Please contact support@parkpm.co.uk for access.

Phone calls

All calls to our offices may be recorded or monitored for training and quality control and dispute resolution purposes.

Response times

Our opening hours are Monday to Friday, 9am to 5pm. We close briefly for lunch. We will respond to your email within five working days if you have emailed support@parkpm.co.uk. If you have contacted a team member directly, the response time may be longer. We aim to respond to telephone or postal enquiries within five working days of receiving your communication. Please be aware that we prioritise responses to address time critical and urgent matters first. If we do not have a full answer regarding your request within this time scale, we will send an acknowledgement stating a response time.

Our Privacy Policy is detailed at the start of this document.

Complaints Procedure

We appreciate that there may be occasions when our standards slip below the high levels we set and have therefore developed a procedure for handling complaints which is detailed below. Any complaints relating to the contractors/suppliers will be dealt with in the same way. You may complain to us about contractors, our team, or a procedure. Please contact us at support@parkpm.co.uk or by telephone: 0141 354 6536 (ask for customer service) if you have any concerns or complaints. Should you wish to submit a formal complaint a complaint form will be supplied for you to fill in and return. Please contact us and request a copy of our complaint form with guidelines to start the process.

Our complaint process has three stages which must be followed:

Stage 1: complaint to our customer services team for consideration. Please fill out the form that is provided on request and include any documents referenced in your complaint. Send to: Park PM, Customer Services, Stage 1 Complaint, 16 North Claremont Street, Glasgow, G3 7LE or email support@parkpm.co.uk

Stage 2: Appeal of complaint to our "Head of Residential Property Management". Please fill out the form that is provided on request and include any documents referenced in your complaint. Send to: Park PM, Customer Services, Stage 2 Complaint, 16 North Claremont Street, Glasgow, G3 7LE or email support@parkpm.co.uk

Stage 3: Appeal to the Housing and Property Chamber, First-tier Tribunal for Scotland, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT

Please ensure that you follow the process as directed. There are good reasons for the process including reviewing for errors and erroneous submissions which may be deemed invalid. Only documents submitted by you will be considered by Park PM when reviewing your complaint.

Privacy Policy

Our privacy policy is set out in detail at the beginning of this document.

Declaration of Interest

We will tell you about any financial or ownership interest we have in property that we manage for you. We do not have any financial or other interest in any contractors we appoint on your behalf.

Approved Contractors/ Suppliers

We work with an approved list of Contractors/ Suppliers. These independent companies must maintain a high level of service to comply with our criteria and to remain on our Approved List. As we cannot check all repairs, we rely on feedback from our homeowners to monitor their performance. Our criteria includes an assessment of competence, a requirement to provide documents such as public liability and, where applicable, Health and Safety statements. Our criteria also state that contractors should ensure adequate supervision during the works and that a final inspection of the work carried out is undertaken by a suitably qualified person.

We have no financial or business interest in any contractors/suppliers appointed by Park Property Management on behalf of homeowners. Furthermore, we do not receive any inducements from the contractors appointed to carry out maintenance on the homeowners' behalf. The cost detailed on our common charge accounts is the amount invoiced by the contractor.

Property Factors (Scotland) Act 2011

A Property Factor has several duties under the 2011 Act:

A factor must Register with the Scottish Government and publish their registration number. Our registration number is PF000423

A factor must issue a written statement of services to all owners within defined timescales. This document is our written statement.

A factor must comply with the Code of Conduct that accompanies the 2011 Act. The Code of Conduct is available to download from the Scottish Government website.

How to end our agreement

Selling Your Property or Changing Property Factor (Agent)

If you are selling your property, please inform our team as soon as possible to allow us to prepare the relevant documents and information. A fee is applicable to all change of ownership procedures. Late notice and last minute changes to a sale may attract additional fees. Please email us for up-to-date details of fees applicable.

If homeowners become dissatisfied with the level of service we provide and wish to consider terminating our management service, they retain the right to dismiss Park Property Management as factor.

Please refer to your Title Deeds, and the Title Conditions (Scotland) Act 2003 or the Tenements (Scotland) Act 2004. Consulting a Solicitor is also advisable.

We have a guidance document that we can provide you to assist.

Park PM may also resign from a development to assist owners in placing a more suitable factor. A fee is applicable for the work involved to reconcile and close an entire development account. Please email us for up-to-date details of fees applicable.

Park PM require a minimum notice period of three full calendar months to allow a smooth handover of the management.

Park PM retain the right to transfer their rights and obligations under this Factoring Agreement to a third party to act as Factor, should Park Property Management, in its sole discretion, deem it appropriate.

Should PPM be removed in the middle of a budget period, Park PM reserve the right to also charge the full management fee for that period.

An account closure fee will apply in all circumstances and all costs associated with the end of our arrangement will be borne by homeowners.

Our current fees for terminating a development are available on request.

On termination of our contract, Park PM will co-operate with the incoming factor in providing information whilst complying with current legislation. It is a requirement that factors co-operate in this process and Park PM have always adopted this approach.

Appendix:

Your Apportionment of common charges are as follows

1. Equal Share 1/9

The Delegated Spend Authority for your development is £50.00 per property per item.

Our authority to Act as Factor at your development is as follows.

Acquisition of factoring business

Your Contact Details have been provided to us by Indigo Square, great care has been taken to ensure these are correct, but we would ask you to please check and update any details on the form below. This can be returned with the accompanying direct debit mandate.

Details Held on Account are as below, please email support@parkpm.co.uk to correct as necessary.

Name: Christopher Gurr & Mindaugas Augustauskas

Address (contact): Flat 0/1

11 Wilson Street

Renfrew

PA4 8NP

Phone Number(s): Christopher

Email Address(s): minde796@outlook.com



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Park Property Management Limited

8 Seaward Place

Glasgow

G44 1HH

Service User Number

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FOR Park Property Management Limited OFFICIAL USE ONLY

This is not part of the instruction to your Bank or Building Society.

Name(s) of Account Holder(s)

Bank/Building Society account number

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Branch Sort Code

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Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Instruction to your Bank or Building Society

Please pay **Park Property Management Limited** Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with **Park Property Management Limited** and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
Date

Reference Number **30010012**

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DDI1

This guarantee should be detached and retained by the Payer.

TheDirect Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit **Park Property Management Limited** will notify you **ten** working days in advance of your account being debited or as otherwise agreed. If you request **Park Property Management Limited** to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by **Park Property Management Limited** or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society.
- If you receive a refund you are not entitled to, you must pay it back when **Park Property Management Limited** asks you to
- You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.



