

WRITTEN STATEMENT OF SERVICES — PART 1

Walker Sandford Property Management Ltd

Property Factor Registration Number: PF000164

Part 1 sets out the general terms and service delivery standards that apply to every property managed by Walker Sandford Property Management Ltd. It must be read together with Part 2 — the Property Schedule — which sets out the arrangements specific to your property (appointment basis, delegated authority limit, services instructed, your management fee and your apportionment shares).

Revision: 1.2 — 3 July 2026. Summary of changes from Revision 1.0 (23 June 2026): Section 9 (Complaints procedure) — Stage 2 escalations are reviewed by a senior member of our team rather than a named individual (Rev 1.1); Section 2 (Authority to act) — the delegated authority threshold is now available on request rather than stated in Part 2 (Rev 1.2). Any future revision will be noted here and, where the change is substantial, a summary of changes will accompany the revised statement.

Introduction and purpose

Under the Property Factors (Scotland) Act 2011, every property factor operating in Scotland must register with the Scottish Government and comply with the Code of Conduct for Property Factors. The current Code came into force on 16 August 2021. It is a criminal offence to operate as an unregistered property factor.

Walker Sandford Property Management Ltd (referred to in this statement as “WSPM”, “we”, “us” or “our”) is a registered property factor. Our Property Factor Registration Number is PF000164, and we display it on our correspondence with owners. The public Register of Property Factors is available at www.propertyfactorregister.gov.scot.

The purpose of this statement is to set out, in a simple and transparent way, the minimum standards of practice you can expect from us and the terms of the arrangement between us and you as a homeowner. It should be read together with your title deeds and/or Deed of Conditions, which are the legal documents governing your development.

If a homeowner applies to the First-tier Tribunal for Scotland (Housing and Property Chamber) for a determination, the Tribunal will compare our conduct against the commitments in this statement. We therefore take its contents seriously and apply them consistently.

1. About us

Walker Sandford Property Management Ltd is a privately owned Scottish company.

- **Registered office:** St George’s Buildings, 5 St Vincent Place, Glasgow, G1 2DH
- **Company number:** SC155468
- **Property Factor Registration Number:** PF000164
- **VAT Registration Number:** 735 1352 51
- **Professional Indemnity Insurance:** cover in excess of £1,000,000
- **Telephone:** 0141 221 2263
- **Email:** info@walkersandford.co.uk

2. Authority to act

Our authority to act, and the level of delegated authority that applies, varies from property to property. The basis of our authority at your property is confirmed in Part 2 (the Property Schedule). It will be one of the following:

- appointment by a decision of the majority of owners in accordance with the Deed of Conditions and/or relevant legislation, with an agreed level of delegated authority;
- appointment by a developer in accordance with the Deed of Conditions and/or relevant legislation, with an agreed level of delegated authority; or
- acting as property factor by custom and practice, with no formal level of delegated authority. Where this is the case, owners and WSPM may wish to consider formalising the appointment.

Delegated authority. Where a level of delegated authority applies, we may instruct works up to a financial threshold without further consultation. The threshold is set by the Deed of Conditions or, where the Deed is silent, by custom and practice, and is reviewed from time to time; the current threshold applying at your property is available from us on request. Where the cost of any work exceeds that threshold, we will consult owners and seek instruction before proceeding, except in an emergency (see Section 3, Emergency repairs).

Takeover of another factor's business. WSPM has not purchased the assets of another property factor in respect of your property and has not taken on the liabilities of any previous factor.

Your title deeds and/or Deed of Conditions outline the rights and obligations of owners. WSPM has no heritable interest in your property and no legal responsibility to ensure the terms of the Deed are observed; our role is to assist owners in meeting those requirements. We recommend owners review their title deeds, copies of which are available from the Registers of Scotland or the solicitor who acted on the purchase. Where the deeds are silent, other legislation may assist — for example the Tenements (Scotland) Act 2004 or the Title Conditions (Scotland) Act 2003.

3. Services provided

Core services

As part of our appointment as property factor, WSPM provides the following core services. The specific core services instructed at your property are listed in Part 2.

- Arranging communal repairs and maintenance by appointing contractors and service providers on behalf of owners.
- Arranging contracts, where appropriate, for cyclical maintenance such as cleaning, landscaping and lift maintenance.
- Appointing contractors we believe are suitably qualified and who hold the necessary public liability insurance. We instruct contractors as agent on behalf of owners and therefore accept no liability for defective workmanship; we will, however, investigate any complaint about a contractor's work and make every reasonable effort to achieve a resolution.
- Obtaining competitive quotations from more than one contractor where appropriate, and seeking owners' instruction before proceeding.
- Providing out-of-hours emergency contact information for the appropriate contractor.
- Carrying out periodic visits to the building/development.
- Arranging communal buildings insurance where applicable, via an independent broker (see Section 5).

- Issuing common charge accounts at regular intervals, including the management fee and, where applicable, insurance premiums.
- Applying our debt recovery procedure to unpaid accounts and, where required, instructing legal action.

We will not, as part of our standard service, carry out: internal or private repairs to individual dwellings; private insurance; owner or neighbour disputes and nuisance issues; tenancy matters; insurance advice; meter readings; legal interpretation of title deeds; or the administration of insurance arranged by owners or third parties.

Target response times

- **Routine repairs:** we aim to acknowledge a request within 7 working days and, where the works fall within the agreed authority limit, to instruct them within 7 working days.
- **Works exceeding the authority limit:** we will advise owners and arrange quotations; timescales depend on the complexity of the works.
- **Emergency repairs:** see below.

We will keep owners informed of the progress of instructed repairs, including estimated timescales. If instructed works are cancelled or cannot proceed, we will advise owners of the next steps and of any financial arrangements that apply.

Additional services (menu) and how fees are calculated

Some services fall outside the core service and may incur an additional fee. We will notify owners of any additional fee in writing and in advance of it being applied. These include, but are not limited to:

- A management fee on the value of major or complex works, of up to 12% inclusive of VAT of the contractor's costs.
- Engagement of an independent project manager on complex major works, charged at cost.
- Supervision of works, site investigation, specification preparation and contract administration, charged at an hourly rate of £55 + VAT per hour.
- Administration arising from significant additional workloads outside the core service (for example developer issues, substantial ongoing insurance claims, or hardcopy documentation).

Emergency repairs

This applies to common repairs only. Emergencies outside office hours (Monday to Friday, 9am–5pm, excluding public holidays) should be reported directly to the on-call contractor; our voicemail provides the relevant numbers. Emergency callouts may incur higher charges, recharged to owners per the apportionments in the title deed. Please also confirm any out-of-hours emergency in writing by email so we can follow up.

Where the cost of an emergency repair exceeds our delegated authority and we consider the work justified on health-and-safety grounds, we may authorise it to proceed without prior consultation, and the cost will be charged to owners. Our ability to instruct works depends on the financial position of owners; we cannot be held liable for works not undertaken owing to a lack of available funds.

Inspections

Inspections can be arranged for ongoing maintenance, major repairs and developments. We are happy to attend owners' meetings on request and, where appropriate, to arrange ad-hoc meetings for more urgent matters.

4. Financial and charging arrangements

Management fee

Our management fee is the remuneration for administering and delivering the core services in this statement. The fee applicable to your property, after any discounts, is confirmed in Part 2. The current standard rate is £4.50 per week excluding VAT.

We discount this fee by 10% for owners who settle their account by Direct Debit, and by a further 10% for owners who opt to receive all written communication from us by electronic means (email).

We review the management fee at the start of each financial year, taking into account inflation and the cost of providing the core services. We will notify owners in writing before any change takes effect. Fees are charged per the apportionments in your title deed and/or Deed of Conditions; where the fee is charged at a flat rate per unit rather than as a share, this is stated in Part 2.

Billing

Invoices are issued monthly. Your invoice shows your share of charges for common works and services, expressed as a fraction or percentage per your title deed (or as a flat rate where applicable). Invoices are sent by email where owners have opted for electronic communication; otherwise by post (additional charges may apply for postal issue). Insurance is usually invoiced monthly in advance. Where works require advance funding, owners will be notified in advance and in writing, by inclusion in the normal invoice run or by a pro-forma invoice.

Payment

Invoices are due for payment within 28 days of the date of issue. Payment methods available are:

- **Direct Debit** (set up by mandate from our accounts team, accounts@walkersandford.co.uk, or by telephone)
- **Debit/credit card** — online only, via our website (we no longer accept card payments in person or by telephone)
- **Bank transfer** (details on the invoice; please quote your client account number)
- **Cheque** (payable to Walker Sandford Property Management Ltd)
- **Cash** (in person at our office)

Any disputed item on an invoice should be raised within 7 days of issue. Undisputed items must still be paid within the standard payment period. During a genuine dispute the relevant item is normally placed on hold while we investigate.

Late payment

If your account remains unpaid after the standard payment period and you have not contacted us to discuss it, our debt recovery procedure will apply (see Section 6). Any charges relating to late payment, and the point at which they become applicable, are set out in that section.

VAT

WSPM is registered for VAT. Our VAT registration number is 735 1352 51. All applicable charges include VAT at the prevailing standard rate (currently 20%); if the rate set by HM Treasury changes, the new rate will apply.

Floats

WSPM does not request floats from clients and never has.

Sinking / reserve funds

Where the title deeds or legislation require owners to contribute to a sinking or reserve fund, the funds are held in an interest-bearing client account and are intended to help finance major repairs. Amounts paid into a sinking fund are not refunded to an owner on sale of the property. Whether a sinking fund applies to your property, and the amounts and payment process, are confirmed in Part 2.

Selling your home

If you are selling, you or your solicitor should notify us no less than 14 days before the sale date. We will liaise with the seller's solicitor on matters such as outstanding balances, sinking funds, insurance, pending projects and apportionment of charges between seller and purchaser.

Because this is non-communal administration, an apportionment fee of £120 plus VAT applies, reduced by 50% (to £60 plus VAT) if the final account is settled within 14 days of issue. We reserve the right to increase this where the sale is protracted or involves substantial additional work. Where adequate advance notice of the sale is not given, a retrospective apportionment fee of £170 plus VAT applies, for which no discount is available, reflecting the additional work of re-allocating accounts after the event. Any outstanding common-charge balance must be paid before the date of sale; if the account is not up to date we may decline to provide information. As some supplier invoices may arrive after the sale, the final account may be issued some time after the date of sale.

Buying your home

When buying, your solicitor should make you aware that a factor is in place and confirm owners' responsibilities and liabilities, as set out in the Deed of Conditions.

5. Insurance

Where the title deeds, legislation, or a decision of the majority of owners require it, WSPM will arrange common buildings insurance through an independent insurance broker of our choosing, who has access to the insurance market. We are not authorised to provide insurance advice.

WSPM does not receive any commission on insurance arranged.

Where we place common buildings insurance, we will provide owners with documentation detailing the cover and premiums, and we will issue an annual insurance statement to owners. It remains the responsibility of each owner to ensure the sum insured is adequate; the sum insured should reflect the full reinstatement value of the building. We do not carry out reinstatement cost assessments, but can instruct a professional valuer if instructed by the majority of owners. The Royal Institution of Chartered Surveyors recommends reinstatement assessments every 3–5 years, and insurers may require an up-to-date assessment to avoid an "average" being applied to a claim.

On notification of a claim, we will advise the insurer; thereafter the owner and insurer deal directly with all aspects of the claim. Owners are responsible for arranging their own contents insurance. Whether common buildings insurance is in place at your property is confirmed in Part 2.

6. Debt recovery

Full details of our debt recovery procedure are available on request. The procedure is applied consistently and reasonably.

Fairness and forbearance. We will treat owners fairly and with forbearance, giving reasonable time to comply. If you anticipate difficulty paying, please contact us as early as possible to discuss your circumstances; where appropriate we will agree a payment arrangement and may place the account on hold and credit administration charges already applied. Free, independent debt advice is available from organisations such as Citizens Advice Scotland and National Debtline.

There is a potential liability on all owners with an interest in common property to meet the irrecoverable debts of an insolvent owner. Where an owner fails to settle timeously, it may affect our ability to deliver services, and we may share information about levels of debt with other owners who have a common interest in the property (subject to data protection law). A number of avenues are available to us which, in the great majority of cases, protect solvent owners from this risk.

The procedure follows these stages:

1. **Reminder.** Where an account remains unpaid 28 days after the invoice date, a reminder notice is issued requiring payment.
2. **Administration charge.** A further reminder incurs an administration charge of £12 for owner-occupiers. For landlords and commercial owners, the statutory regime under the Late Payment of Commercial Debts (Interest) Act 1998 applies instead (a fixed sum — £40 for debts under £1,000 — together with statutory interest).
3. **Interest.** Interest may be applied to sums outstanding beyond the payment period that relate to amounts paid out to contractors or to unpaid management fees, currently at 1.5% per month for owner-occupiers. Advance charges and previous administrative costs do not incur further interest. (For landlords and commercial owners, statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 applies instead.)
4. **Notice of Potential Liability.** Where in owners' best interests, a Notice of Potential Liability for costs may be registered against the defaulting owner's title under section 10 of the Title Conditions (Scotland) Act 2003. An administration charge of £30 + VAT applies, in addition to the statutory Registers of Scotland registration fee (currently £80 per title).
5. **Court action.** A Notice of Court Proceedings may be issued before referral to court, where a Decree for Payment may be obtained. Expenses and interest awarded are due in addition to the principal.
6. **Apportionment of irrecoverable debt.** Where the sum and expenses appear irrecoverable, they may, at our discretion, be met by the remaining owners and recovered from the defaulter; solvent owners are reimbursed on later recovery. We may also pass details to an external debt collection agency.

We will not take legal action without first taking reasonable steps to resolve any dispute and notifying the owner of our intention. We may terminate our appointment at a development where there are continued levels of individual or development debt.

7. Communication and consultation

Our business hours are Monday to Friday, 9am–5pm, excluding bank and public holidays.

How to contact us and our response standards:

- **Telephone:** 0141 221 2263. Calls will be acknowledged or returned within 2 working days. For emergencies during office hours, please call rather than email.
- **Email:** info@walkersandford.co.uk. We aim to respond within 10 working days. If a matter is complex we will acknowledge within that time and give a timeframe for a full response.
- **Letter:** St George's Buildings, 5 St Vincent Place, Glasgow, G1 2DH. We aim to respond within 10 working days.

Accessing information. Owners who would like a copy of the Code of Conduct, our procedures or policies, or other documents needed to understand how we operate, can request these through any of the channels above.

We ask owners to keep their contact details up to date and to tell us about any tenant or letting agent at the property so urgent matters can be handled quickly.

8. Declaration of interest

We are required to disclose any financial or other interest we hold in the common parts of a property or land we manage — for example, where WSPM is itself an owner or is acting as a landlord (but not where we are carrying out letting agency work).

WSPM has no financial or other interest in the properties it manages. Where any such interest exists in relation to a particular property, it will be declared in Part 2 for that property.

9. Complaints procedure

We aim to provide a high-quality service and to resolve problems quickly. Full details of our complaints procedure are available on request. It is applied consistently and reasonably and has two stages.

Stage 1

- Lodge your complaint in writing to info@walkersandford.co.uk or by post to St George's Buildings, 5 St Vincent Place, Glasgow, G1 2DH.
- We will acknowledge within 7 working days and aim to provide a full response within 21 working days.
- If more time is needed, we will tell you in writing when to expect a response.

Stage 2

- If you are dissatisfied with the Stage 1 response, contact us again within 21 working days, explaining why and asking to escalate.
- We will acknowledge within 7 working days and pass the matter to a senior member of our team, who will conduct a separate review, independent of the Stage 1 handling.
- We aim to provide a full response within 21 working days, advising you in writing if more time is required.

First-tier Tribunal

If we have confirmed our final position and you believe a breach of the Property Factors (Scotland) Act 2011 or the Code of Conduct has occurred, you may apply to:

- The Housing and Property Chamber, First-tier Tribunal for Scotland, 4th Floor, 1 Atlantic Quay, 45 Robertson Street, Glasgow, G2 8JB
- Website: <https://www.housingandpropertychamber.scot/>
- Email: HPCAdmin@scotcourtribunals.gov.uk
- Telephone: 0141 302 5900

Contractor complaints

Complaints about a contractor's work or conduct should be notified to us in writing. We will acknowledge within 10 working days and pass the complaint to the contractor to respond. Please provide as much information as possible (for example photographs). The contractor will be given the opportunity to correct the problem; if it is not resolved to a reasonable standard, we may instruct an alternative contractor and recover the cost from, or withhold payment to, the original contractor.

10. How to end the arrangement

The mechanism for appointing or terminating the factor is set out in your title deeds and/or Deed of Conditions; the arrangements specific to your property are summarised in Part 2.

Notice. Termination should be notified in writing to info@walkersandford.co.uk or by post, with evidence that the requirements of the title deeds or applicable legislation have been met and that the necessary number of owners agree. The notice period is 3 months.

Change of ownership. You or your solicitor should inform us of an impending change of ownership no less than 14 days before the sale date. Charges relating to the sale (the apportionment fee) are set out in Section 4.

Where the deeds are silent, other legislation may assist owners' decision-making, such as the Tenements (Scotland) Act 2004 or the Title Conditions (Scotland) Act 2003.

Final account. A final invoice will be produced within 3 months of termination. Any credit balance will be applied once individual debts are cleared, unless the deeds specify otherwise. Outstanding development debt will be distributed across owners and shown on the final account. Sinking funds may be used to offset property debt where required. Invoices received after the final account, for services incurred during our management, remain due and will be invoiced accordingly.

Co-operation with an incoming factor. Where termination has been notified, WSPM will work with the incoming property factor or self-factoring owners to assist a smooth transition. This includes transferring owner and development information (subject to data protection law) on receipt of a letter of authority from the majority of owners confirming what information they wish to be shared.

We reserve the right to confirm with owners that they have been properly consulted on any change of management, as we have a duty of care and have previously received falsified mandates. We also reserve the right to terminate with immediate effect where owners prevent works required to keep the common areas compliant with health and safety.

11. Privacy notice

In the course of our activities we process personal data (held on paper, electronically or otherwise) about owners, in accordance with the Data Protection Act 2018 and UK GDPR. Our ICO registration reference is Z9827921.

If you wish to complain about our use of your information, please contact us first. You also have the right to complain to the Information Commissioner's Office:

- The Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
- Telephone: 0303 123 1113
- Website: <https://ico.org.uk/make-a-complaint/>

12. Relevant legislation

- Property Factors (Scotland) Act 2011 — <https://www.legislation.gov.uk/asp/2011/8/contents>
- Code of Conduct for Property Factors (in force 16 August 2021) — <https://www.gov.scot/publications/code-of-conduct-for-property-factors-2021/>
- Register of Property Factors — <https://www.propertyfactorregister.gov.scot/>
- Tenements (Scotland) Act 2004
- Title Conditions (Scotland) Act 2003
- Data Protection Act 2018 / UK GDPR
- Late Payment of Commercial Debts (Interest) Act 1998

All property factors in Scotland must register, display their registration number on documents sent to homeowners, and comply with the Code of Conduct. It is a criminal offence to operate as an unregistered property factor.

End of Part 1. Please read together with Part 2 — the Property Schedule for your property.