

RESIDENTIAL PROPERTY MANAGEMENT SERVICE LEVEL AGREEMENT NOVEMBER 2022 2ND EDITION

9. ACCOUNT DISPUTES

In the event that a client is disputing all, or part, of an account, they should contact our office to discuss matters. Contact can be made directly with the property manager / administration department by telephone, letter or e-mail. We may agree to delay payment of the account in part, or in whole, while matters are resolved, however, we will require immediate payment of the undisputed balance to ensure the liquidity of the property or development account is maintained.

i. Debt Recovery

We will implement procedures for debt recovery associated with the management of common property.

We will produce a detailed invoice providing contractor details, a description of work, the date the work was undertaken or period covered, the total charge applicable to the property owner, and will indicate where VAT is applicable and at what level. Accounts are due for immediate settlement unless direct debit or standing order arrangements exist.

ii. First Reminder

If, following issue of the account, payment remains outstanding, we will issue a First reminder after a minimum of 21 days which will include intimation of an administration charge should the account remain unpaid for a further 14 days, resulting in the requirement to issue a Second reminder.

iii. Second Reminder

If settlement is not made or repayment terms agreed by fourteen days after the issue of a second reminder then our Agents are instructed to issue a "Notice Prior to Court Proceedings" advising of imminent legal action should payment not be made within seven days. In the event that such a notice is issued you will be liable for the administration charge.

iv. Court Proceedings

In the event of continued non-payment court proceedings may be raised against you in the Sheriff Court. The Court will be asked to grant a judgement against you for payment of the outstanding debt and expenses. In the event that the judgment is granted and payment is not made, Sheriff Officers may, subject to the authority of the Courts, be instructed to proceed with enforcement action against you and any assets owned by you. All costs incurred in the enforcement process will be payable by you.

v. Notice of Potential Liability

A Notice of Potential Liability is a legal instrument that is lodged against the title of a property, not the individual owning the property, which prevents an owner from selling the property unless there is a clear title. The notice is registered for a period of 3 years, or until satisfied, and states that there are unpaid costs in relation to the property as per the burdens within the Deed of Conditions. A Notice of Potential Liability is a transferrable burden. This means if a property is sold, without the Notice being cleared, the burden passes to the new owner who becomes liable. If the debt remains outstanding, the Notice will be re-registered after the 3 years has lapsed and will continue to be re-registered until the debt is satisfied. There are administrative costs associated with the registration, re-registration and discharge of a Notice of Potential Liability, all are recoverable from the owner.