ABOVEBOARD HOMES LTD

Registered Company: SC644426

Property Factor Register: PF000861

WRITTEN STATEMENT OF SERVICES

Full Management Service

Version 3.0

Effective Date: 21st October 2026

5 South Charlotte Street, Edinburgh, EH2 4AN

Tel: 0131 385 1118 | Email: team@aboveboard.homes

www.aboveboard.homes

ABOVEBOARD

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PART A: AUTHORITY AND SCOPE

A.1 About AboveBoard Homes Ltd

AboveBoard Homes Ltd ("ABH") is a property factor registered under the Property Factors (Scotland) Act 2011 ("the Act"). Our details are:

- Registered company number: SC644426
- Property Factor Register number: PF000861
- Registered address: 5 South Charlotte Street, Edinburgh, EH2 4AN
- Telephone: 0131 385 1118
- Email: team@aboveboard.homes
- Website: www.aboveboard.homes

ABH provides property factoring services to residential developments in Edinburgh and the Lothians. We are regulated by the Property Factor Code of Conduct, including any revised version of it ("the Code").

A.2 Authority to Act

ABH has been appointed as managing agent for your development. The source of our authority, the date of our appointment, and the basis on which we act are set out in your Development Schedule (Schedule 1).

Our authority may come from one or more of the following:

- The Deed of Conditions ("DC") registered against the titles in your development.
- A majority decision of homeowners under the Tenement Management Scheme (Tenements (Scotland) Act 2004).
- A decision of the Owners' Association or committee as constituted under the DC.

ABH acts as agent for the homeowners collectively. All contractual arrangements with contractors and service providers are entered into on behalf of the Owners' Association or homeowners; ABH does not act as principal.

This Written Statement of Services ("WSS") is not a negotiated contract. It is the unilateral statement of ABH's terms and operating standards, issued to comply with Section 1 of the Code. Your rights as a homeowner are not limited by this document; they are set out in the Act, the Code, and your title deeds.

A.3 Scope of Services

In return for the management fee, ABH provides the core services listed below. Development-specific details (including the management fee, float, sinking fund, and apportionment basis) are in your Development Schedule (Schedule 1).

Core services (included in the management fee)

- Routine maintenance of common parts (e.g. cleaning, gardening, lighting, security systems, as agreed with homeowners).
- Routine and emergency repairs to common parts.
- Cyclical maintenance (e.g. gutter cleaning).
- Arranging communal electricity and gas supply.
- Financial management: invoicing, collection, client account management, annual financial statements.
- Preparation of a five-year maintenance plan for the development, reviewed with owners on an ongoing basis (subject to the availability of surveys and condition information for newly onboarded developments).

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- Debt recovery on behalf of the development.
- Arranging insurance (buildings and other communal policies, where applicable and as agreed with homeowners).
- Communication with homeowners via portal, email, phone, post and meetings.
- Complaints handling in accordance with our published complaints procedure.
- Statutory compliance: e.g. fire safety checks, lift maintenance, and other regulatory requirements applicable to common parts.

What ABH does not do

- Repairs or maintenance to the interior of any property or any area that is exclusively owned.
- Involvement in personal disputes between owners or between owners and tenants.
- Matters that are the responsibility of the local authority (for example, communal bins, road maintenance).
- Major failure of utility services (gas, water, electricity); these should be reported directly to the relevant utility provider.

Repair and improvement

For the avoidance of doubt, ABH's core service covers **repairs** to common parts. A **repair** fixes something that is broken, damaged, or not working. An **improvement** adds something new or replaces something that still works with a better, newer version. Improvements are not covered by the core service and require separate approval and funding from homeowners.

Additional services that fall outside the core service are described in Part C, Section 6 of this WSS. All additional services are charged separately, and the charge will be notified in advance in writing.

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PART B: OVERARCHING STANDARDS OF PRACTICE

The Code sets out 12 Overarching Standards of Practice ("OSPs") that apply to everything ABH does. These are binding obligations. Below, we set out each standard and our specific commitment to meeting it.

OSP 1: Compliance with legislation

"You must conduct your business in a way that complies with all relevant legislation."

ABH complies with all relevant legislation including but not limited to, the Property Factors (Scotland) Act 2011, the Code, the Title Conditions (Scotland) Act 2003, the Tenements (Scotland) Act 2004, the Consumer Rights Act 2015, the Equality Act 2010, and the UK General Data Protection Regulation (GDPR). We monitor legislative changes and will update this WSS as soon as reasonably practicable, and in any event within 3 months, of any material change to the law or the Code.

OSP 2: Honesty, openness, transparency, and fairness

"You must be honest, open, transparent and fair in your dealings with homeowners."

ABH will deal with all homeowners openly and fairly. We will not withhold information that homeowners are entitled to see, and we will explain the reasons for our decisions when asked.

OSP 3: Clear and accessible information

"You must provide information in a clear and easily accessible way."

All ABH communications are written in plain English. Where we need to send technical documents (such as building survey reports, drawings, or specifications), we will include a plain-language summary explaining what the document means for homeowners.

Documents are available digitally via your development portal and by email. Paper copies are available on request at a charge of £2.40 (inclusive of VAT) per copy to cover printing; postage is charged additionally. If you need information in an alternative format (for example, large print), please let us know and we will provide it at no additional charge.

OSP 4: No misleading or false information

"You must not provide information that is deliberately or negligently misleading or false."

ABH checks the accuracy of information before issuing it. If we become aware of an error in any communication, we will correct it promptly and notify affected homeowners.

OSP 5: Consistent and reasonable application of policies

"You must apply your policies consistently and reasonably."

ABH applies this WSS, the complaints procedure, and the debt recovery procedure consistently across all developments and all homeowners.

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OSP 6: Reasonable care and skill

"You must carry out the services you provide to homeowners using reasonable care and skill and in a timely way, including by making sure that staff have the training and information they need to be effective."

All ABH staff receive training on the Code, this WSS, and professional written communication. When a member of staff takes over responsibility for a development, ABH ensures they are briefed on the development's history, any open repairs, and any ongoing complaints before they make contact with homeowners.

ABH maintains internal escalation procedures. If a repair or complaint is not progressing, it will be escalated to senior management automatically.

OSP 7: No unlawful discrimination

"You must not unlawfully discriminate against a homeowner because of their age, disability, sex, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, race including colour, nationality, ethnic or national origin, religion or belief or sexual orientation."

ABH will make reasonable adjustments under the Equality Act 2010 for any homeowner who notifies us of a disability or accessibility need. We maintain a confidential record of any such notification and will never withdraw a communication channel from a homeowner with a disability without first offering a suitable alternative that meets their needs. If you have an accessibility requirement, please contact us so we can discuss how best to support you.

OSP 8: Staff and sub-contractor awareness

"You must ensure all staff and any sub-contracting agents are aware of relevant provisions in the Code and your legal requirements in connection with your maintenance of land or in your business with homeowners in connection with the management of common property."

All ABH staff and any sub-contractors acting on our behalf are made aware of the Code and their obligations under it. Contractor terms of engagement include a requirement to comply with all relevant legislation and to cooperate with ABH's complaints and inspection procedures.

OSP 9: Record-keeping

"You must maintain appropriate records of your dealings with homeowners. This is particularly important if you need to demonstrate how you have met the Code's requirements."

ABH maintains contemporaneous written records of all significant interactions with homeowners, decisions affecting developments, complaints, and repair instructions. Records are retained for 6 years, or longer where a legal hold applies, in line with our Retention Policy. Records are available for inspection by the First-tier Tribunal on direction, and summaries can be provided to homeowners on reasonable request.

OSP 10: Data protection

"You must ensure you handle all personal information sensitively and in line with legal requirements on data protection."

ABH is registered with the Information Commissioner's Office (registration number ZA797125) and complies with UK GDPR. Our property management software holds BSI ISO 27001 certification. Our Privacy Policy is available at www.aboveboard.homes.

If you wish to make a Subject Access Request, please write to us at data@aboveboard.homes. We will respond within one calendar month in accordance with UK GDPR.

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OSP 11: Response timescales

"You must respond to enquiries and complaints within reasonable timescales and in line with your complaints handling procedure."

ABH's response timescales are set out in Section 2 of Part C below. We will meet these timescales or, where we cannot, we will send a holding response explaining the reason for the delay and the expected timescale.

OSP 12: No abusive communication

"You must not communicate with homeowners in any way that is abusive, intimidating or threatening."

All ABH communications are professional and courteous. We will never use language that is threatening, intimidating, or intended to cause distress.

If a homeowner's behaviour towards ABH staff becomes abusive, threatening, or unreasonably persistent, ABH may implement its unreasonable behaviour procedure. This will only be done after: (a) a written warning explaining the specific behaviour of concern, (b) an opportunity to respond, and (c) a senior management decision recorded in writing. Any restrictions placed on a homeowner's communication will be reviewed every 3 months. ABH will never use a homeowner's behaviour as a justification for failing to meet its obligations under the Code.

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PART C: OPERATIONAL SECTIONS

Section 1: Written Statement of Services (WSS)

This document is the Written Statement of Services required by Section 1 of the Code.

- Version: 3.0
- Effective date: 21 October 2026
- ABH will provide a copy of this WSS to every new homeowner within 4 weeks of being notified of their purchase, and to all homeowners on ABH's appointment to a development.
- This WSS and all Development Schedules are available on your development portal and by request.

Variations to this WSS

ABH distinguishes between administrative variations and substantive variations:

Administrative variations (changes to contact details, billing methods, internal processes, or other matters that do not affect your rights or costs): ABH will give written notice and update the WSS within 3 months.

Substantive variations (changes to services, charges, scope, or any matter that affects your rights or costs): ABH will give at least 28 days' written notice before the change takes effect, explaining what is changing, why, the effective date, and the sections of the WSS affected. An updated WSS will be made available no later than the date on which the variation takes effect.

ABH will review this WSS at least annually and following any material change to the Code or the Act. Where the Scottish Government revises the Code, ABH will update this WSS within 3 months of the revised Code coming into force.

Section 2: Communication and Consultation

How to contact ABH

- Development portal: the recommended channel for repair requests and building issues (visible to all residents, avoids duplication).
- Email: team@aboveboard.homes
- Telephone: 0131 385 1118
- Post: AboveBoard Homes Ltd, 5 South Charlotte Street, Edinburgh, EH2 4AN

Out-of-hours emergencies

For emergency common repairs outside office hours (Monday to Friday 9am to 5pm), call 0131 385 1118 to be connected to the on-call contractor for the relevant trade. The out-of-hours service operates on a signposting basis; full details, including how charges work, are in Section 6. In the event of a gas leak, call Scottish Gas Networks on 0800 111 999. For matters requiring the police, call 999.

Response timescales

ABH will aim to respond within the following timescales:

- Telephone messages: returned within 1 working day.
- Acknowledgement of emails and letters: within 1 working day.

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- Substantive response to correspondence: within 3 working days.
- Where a substantive response cannot be provided within 3 working days, we will send an update explaining that the matter remains under review and, where reasonably possible, when a further response can be expected.

Repair timescales

Target timescales for common repairs:

- Emergency (risk of injury or serious structural damage): made safe within 4 hours.
- Urgent: attended to within 3 working days.
- Routine: attended to within 15 working days.

These are target times for assessment, attendance or instruction, not necessarily final completion. Completion may depend on access, specialist reports, availability of parts, statutory approvals, funding, and contractor availability. ABH will keep homeowners informed of progress via the portal/email. Safety-critical and statutory works: where work is required urgently to address a material health and safety risk, comply with a statutory obligation, preserve essential services, or prevent serious damage, ABH may instruct the work without prior consultation where it has authority under the title deeds, this WSS or legislation to do so. Homeowners will be informed as soon as reasonably practicable of the reason for the work, its anticipated cost, and how the cost will be apportioned.

Consulting homeowners

For non-routine decisions (such as major works, changes to service contracts, or expenditure above ABH's delegated authority), ABH will consult homeowners in writing, giving a minimum of 14 days for responses, or 7 days where the matter is urgent. Consultations will not be issued during ABH's published holiday closure periods unless the matter is urgent.

Accessibility and reasonable adjustments

ABH is committed to ensuring all homeowners can access our services. If you have a disability or accessibility need, please let us know. We will make reasonable adjustments, which may include providing information in alternative formats, offering additional communication channels, or allowing more time for responses. ABH will never withdraw a communication channel from a homeowner who has notified us of a disability without first agreeing an alternative that meets their needs.

Unreasonable behaviour

If a homeowner's behaviour towards ABH staff is abusive, threatening, or unreasonably persistent, ABH may restrict the homeowner's communication channels. This will only happen after the process described under OSP 12 in Part B above has been followed. ABH will always maintain at least one communication channel for every homeowner, regardless of any restriction in place.

Section 3: Financial Obligations

Management fee

ABH charges a fixed monthly management fee per property. The amount for your development is set out in your Development Schedule (Schedule 1).

ABH reviews the management fee annually. Any increase will be notified in writing at least 2 months before it takes effect, with an explanation of the reason for the increase.

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Apportionment of costs

Shared costs are apportioned between homeowners in accordance with the Deed of Conditions for your development. Where the DC is silent, the Tenements (Scotland) Act 2004 or the Title Conditions (Scotland) Act 2003 applies. The apportionment basis and share for your property are set out in your Development Schedule (Schedule 1).

Float (working capital)

On appointment, ABH requires a float from each homeowner. The float amount for your development is set out in your Development Schedule. The float is held in a separate client account, ring-fenced from ABH's own funds, to ensure its security.

ABH will review the float periodically to ensure it remains sufficient to meet the costs it is intended to cover. If an increase is needed, ABH will notify homeowners in writing with the reason for the increase before any change takes effect.

Any interest earned on the client account is retained within the account for the benefit of the development. The float (less any outstanding balance on your account) will be returned to you on sale of your property or on termination of the factoring arrangement.

Sinking (reserve) fund

Where the title deeds require a sinking or reserve fund, contributions will be collected and administered in accordance with those requirements. Where the title deeds do not prescribe the amount, contribution levels will normally be agreed with the Owners' Association or by majority decision of homeowners in accordance with the applicable decision-making provisions. Sinking funds are held in a separate interest-bearing account in the name of the development. Interest earned is retained within the account. Bank charges are deducted from the account balance.

The sinking fund can only be used for the common maintenance, repair, replacement or improvement purposes permitted by the title deeds and any properly authorised homeowner decision. ABH may recommend when to use the fund but the decision lies with the homeowners.

Sinking fund balances are not returned to individual homeowners on sale, but should be noted as an asset of the development when negotiating the sale price. A statement of the fund will be provided annually and on request.

Invoicing

Invoices are issued quarterly by email. Each invoice itemises:

- ABH's management fee.
- Sinking fund contribution (if applicable).
- Insurance premium (if applicable).
- A description and cost of all other charges (cleaning, repairs, utilities, etc.).
- Total amount due.

Payment is due within 14 days of the date of issue. Payment can be made by direct debit (recommended), standing order, bank transfer, or card payment via the portal or by telephone.

If you are paying by monthly direct debit, you will be advised of the monthly amount required to clear each quarterly invoice. Any adjustment to the direct debit will be notified to you in advance in line with the Direct Debit Guarantee.

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Annual financial statement

ABH will provide an annual financial statement for each development, showing all income received and expenditure incurred during the year. This will be available on the portal and by request within 3 months of the end of the financial year.

Right to inspect documentation

Any homeowner may request to inspect supporting documentation for charges on their invoice, including contractor quotes and invoices. ABH will make documentation available for inspection within 10 working days of a reasonable request. Where information is commercially sensitive (for example, contractor pricing), ABH will offer inspection rather than copies, and may redact information that is genuinely confidential and not relevant to the charge being queried.

Charges for additional services

The following charges apply for services outside the core service. All charges are stated inclusive of VAT where VAT applies; the late payment charge in Section 4 is outside the scope of VAT.

- Sale of property administration: £60 (inclusive of VAT) per sale.
- Replacement main-door key or fob: £12 (inclusive of VAT) administration fee plus the cost of the replacement item.
- Replacement bike-store key: £12 (inclusive of VAT) administration fee plus the cost of the replacement item.
- Replacement car park fob: £30 (inclusive of VAT) administration fee plus the cost of the replacement item.
- Paper copies of documents: £2.40 (inclusive of VAT) per copy.
- Title searches: £18 (inclusive of VAT) per search (only where required because ownership has not been confirmed).
- AGM attendance and minutes (where ABH is asked to attend and minute): £30 (inclusive of VAT) per meeting.
- Recorded delivery postage (where no email address has been provided): £5 per item plus £2.40 paper copy cost. Standard postage (where no email address has been provided): charged at the prevailing Royal Mail rate (first class £1.80, second class £0.91 at the time of issue) plus £2.40 paper copy cost per item.
- Additional administrative work required or requested by homeowners: £36 (inclusive of VAT) per hour (estimated cost will be confirmed before work begins).
- Major works project management: 10% of the total net project cost (contractor invoice value excluding VAT), with VAT added to the fee, or the cost of an independent project manager where the complexity requires one. The basis, and whether any contingency or variation sums attract the fee, will be confirmed in writing before work begins.
- Local authority applications: £240 (inclusive of VAT) per application (separate from any council fee).
- Site visits requested by homeowners outside routine inspections: £36 (inclusive of VAT) per hour, covering time on site and report preparation.
- Parking-related charges (replacement permits, dispute liaison, and similar) depend on the parking provider for your development and are set out in your Development Schedule.
- Late sale notification penalty (less than 14 days' notice from solicitor): £25.

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Connected-party and commercial disclosures

ABH's connected-party relationships, insurance arrangements, and any commission or financial interests are set out in Schedule 2 to this WSS. ABH does not apply any mark-up to contractor invoices and does not receive commission from contractors. ABH will update Schedule 2 annually and whenever a new arrangement is entered into.

Section 4: Debt Recovery

Recovering money owed to the development is part of ABH's core service. It ensures your development stays in funds and services continue.

Staged process

Stage 1 (Reminder): If payment has not been received within 7 days of the payment due date, a reminder is sent. There is no charge at this stage.

Stage 2 (Formal overdue notice): If the balance remains unpaid 21 days after the payment due date, a formal overdue notice is issued and a single late payment charge of £35 is applied to the account. This charge is compensation for late payment rather than a charge for services, and no VAT applies to it.

Stage 3 (Final demand): If payment is not received by the date specified in the formal overdue notice, a final demand is issued giving 7 days to pay before legal recovery begins. No further ABH charge applies at this stage.

Stage 4 (Legal recovery): If the debt remains unpaid after Stage 3, and alternative resolution (for example mediation or an agreed payment plan) is not appropriate or has not succeeded, ABH may pursue recovery through the courts (Simple Procedure for claims under £5,000). Interest at 8% per annum from the date the claim is served will be added to the debt. Court fees and Sheriff Officer fees may be charged as recovery costs as described under Court action costs below, and ABH will seek an award of expenses as part of the claim. ABH may also register a Notice of Potential Liability for Costs (NPLC) against the title of the property.

Before referring any matter to court action, ABH will verify the homeowner's current correspondence address using the most recent information held.

Court action costs

If ABH pursues a Simple Procedure claim:

- Court fees are charged in line with the Scottish Courts and Tribunals Service fee schedule in force at the time.
- Sheriff Officer fees are charged in line with the Sheriff Officer fee schedule in force at the time.
- ABH administrative fee for preparing the claim: £36 (inclusive of VAT) per hour (estimate provided in advance).
- ABH attendance at court hearing: £54 (inclusive of VAT) per hour.
- If a solicitor is required: solicitor's fees apply as per their schedule.

Where ABH is required to take reasonable steps to recover sums due from a homeowner, we may charge that homeowner any reasonable and properly incurred third-party costs of recovery, including court fees, Sheriff Officer fees and legal fees, to the extent permitted by the title deeds, this Written Statement and applicable law. Any sums recovered by way of court-awarded expenses will be credited against those charges so that no amount is recovered twice. Recovery costs will not be passed to the other owners in the development unless the Deed of Conditions clearly and expressly permits this, and then only for reasonable and properly incurred

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costs, with notice given before any such charge is made. For owners not resident in Scotland, additional costs may apply for cross-border service.

Notice of Potential Liability for Costs (NPLC)

ABH may register an NPLC against the property under s.12 of the Tenements (Scotland) Act 2004. Advance notice will be given before registration. The charge is £180 (inclusive of VAT) for registration and £180 (inclusive of VAT) for discharge, including administration and disbursements.

Disputed invoices

If you dispute an item on your invoice, please notify ABH with the reason for the dispute. This includes late payment charges: if you believe a charge has been applied in error, it will be investigated in the same way and removed where the underlying invoice was in fact paid on time or the charge was otherwise applied in error. ABH will:

1. Log the disputed amount on your account.
2. Exclude the disputed amount from all debt recovery actions immediately.
3. Investigate the dispute and respond within 15 working days.
4. Communicate the outcome before resuming any recovery action on the disputed amount.

All non-disputed amounts must still be paid within the standard payment terms.

Financial difficulty

If you are having difficulty paying your invoices, please contact ABH as early as possible. ABH may be able to agree a payment plan. While a payment plan is being discussed and maintained, ABH will pause further recovery action. Homeowners in financial difficulty may also wish to contact:

- MoneyHelper (the government-backed money guidance service): www.moneyhelper.org.uk
- Citizens Advice Scotland: www.citizensadvice.org.uk/scotland
- National Debtline: www.nationaldebtline.org
- StepChange Debt Charity: www.stepchange.org

Vulnerable homeowners

ABH recognises that some homeowners may be in vulnerable circumstances. If you (or someone acting on your behalf) let us know about any vulnerability, we will take this into account in how we communicate with you and manage any debt recovery. We will make reasonable adjustments in line with our Vulnerable Customers Policy, which is available on request.

Irrecoverable debt

If all available means of recovery have been exhausted and the debt is genuinely irrecoverable (for example where the owner's estate has been sequestrated, or the owner cannot, by reasonable enquiry, be identified or found), the outstanding amount may be redistributed to the remaining homeowners as a development charge, in accordance with the DC or the Tenements (Scotland) Act 2004. Recovery costs are only included in any redistribution where the DC clearly and expressly permits this. ABH will give formal notice before any redistribution. If the debt is subsequently recovered, the funds will be returned to the homeowners who bore the cost.

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Professional indemnity insurance

ABH shall maintain professional indemnity insurance with a reputable insurer at all times at a level commensurate with the nature and scale of its business and the services it provides, subject always to a minimum limit of indemnity of £500,000 for any one claim. Details are available on request.

Development Insurance

Where ABH arranges insurance for your development, it is arranged through our broker, Howden. Details of the insurer, the sum insured, the main elements of cover, and any excesses are provided in the annual insurance pack issued to each homeowner.

Annual insurance pack

ABH will provide an annual insurance pack (the annual insurance statement required by the Code) to each homeowner (or within 3 months of a change of insurer), showing:

- The basis on which your share of the premium is calculated (as per the DC).
- The sum insured and basis of valuation.
- The total premium paid and your share.
- The main elements of cover and any excesses that apply.
- The name of the insurer.
- Any commission received by ABH (see below).

Full policy details are available on request.

Insurance commission

ABH receives a commission of 5% of the insurance premium (excluding Insurance Premium Tax) in respect of insurance policies arranged or renewed through our broker, Howden, on or after 1 September 2026. No commission applies to policies arranged before that date, and no commission will be retained before this WSS has taken effect. The percentage is disclosed in Schedule 2 to this WSS, and the monetary amount attributable to your development is disclosed in your annual insurance pack. Any change to this arrangement will be disclosed in the same way, with at least 28 days' written notice before it takes effect.

Insurance excess

Where a claim involves an excess, the excess will be apportioned in accordance with the DC for your development. Where the DC is silent, the excess will be apportioned on the same basis as the insurance premium. The excess follows the subject of the claim: for damage to common parts, it is shared on the basis above; for damage claimed solely to an individual property, it is payable by that owner alone; and where two or more owners claim for damage to their own properties arising from a single incident, any single policy excess is shared between the claiming owners, and owners who make no claim bear no share. How an excess is deducted at settlement depends on the policy in place; where it is deducted from one owner's settlement payment, ABH will reallocate it through the factoring accounts on the basis above.

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Claims

ABH reports and manages insurance claims for damage to common parts, including the communal element of incidents that also affect individual properties. To make such a claim, contact ABH by email or telephone. ABH will:

5. Acknowledge the claim within 2 working days.
6. Pass the claim to Howden and confirm the claim reference to you within 5 working days.
7. Provide updates on the claim at least every 14 days until resolution, or more frequently if the claim is urgent.

For damage to your own property, whatever the cause, contact our broker Howden directly; their contact details are provided in your annual insurance pack and are available from ABH on request. ABH will provide any information you reasonably require to pursue such a claim (for example, policy details or premium apportionment).

Valuation of buildings

ABH will arrange an independent revaluation of the building every 3 to 5 years, as agreed with homeowners. Between revaluations, sums insured are adjusted using the BCIS Rebuilding Cost Index published by the Royal Institution of Chartered Surveyors. There is no ABH charge for arranging revaluations, but the surveyor's fee is a development cost.

Selection of insurer

ABH has arranged a block buildings insurance policy for the benefit of our owners following advice and market engagement undertaken by Howden. The block policy provides a consistent level of cover across our managed portfolio and replaces individual development policies as each development joins it; the date your development moves onto the block policy is set out in your Development Schedule. Howden will periodically review the insurance arrangements and insurer selection, typically every 2 to 3 years, to ensure that the cover remains appropriate, represents good value for owners and continues to meet the needs of the development.

Section 6: Carrying Out Repairs and Maintenance

Delegated authority

ABH has delegated authority to instruct routine repairs up to a financial limit agreed with your development's homeowners. The limit for your development is in your Development Schedule (Schedule 1). For expenditure above this limit, ABH will seek approval from a majority of homeowners before instructing work. For non-emergency works instructed under this authority, ABH will notify affected owners of what is being done and the anticipated cost before works begin.

Emergency repairs

During office hours, ABH will instruct emergency repairs immediately, regardless of cost, to make the property safe. Outside office hours, the out-of-hours arrangements described later in this section apply. Homeowners will be notified of the cost as soon as it is known. An emergency is a situation that, left unattended, could cause personal injury or serious structural damage.

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Out-of-hours emergency contractor service

Outside office hours, ABH operates an out-of-hours service giving owners direct access to a panel of independent emergency contractors for genuine emergencies affecting their home or the common parts of their development.

The service is accessed by calling 0131 385 1118 (an automated menu connects the caller to the on-call contractor for the relevant trade), or by calling a panel contractor directly using the current numbers published in our owner newsletter.

The out-of-hours service is provided on a signposting basis. The contractors on the panel act independently. When an owner calls a panel contractor (directly, or via the emergency line), the resulting contract for any works carried out is between the owner and the contractor. ABH does not employ, subcontract, instruct, supervise, or guarantee work carried out during an out-of-hours call-out, and is not a party to the contractor's quote or invoice to the owner.

ABH selects contractors for the out-of-hours panel with reasonable care, including confirming trade qualifications and registrations, confirming public liability insurance, and carrying out a six-monthly validation call with each contractor. Holiday and closure cover is reviewed in advance of known closure periods.

Contractors set their own rates for out-of-hours work. ABH does not set these rates and does not add a mark-up. Owners should ask the contractor for call-out and hourly rates before work begins.

Where out-of-hours work relates to common parts of the development rather than a matter within an individual property, the cost may be recharged to owners under the cost-sharing arrangements set out in the development's title deeds. In those cases, ABH will handle the apportionment through the factoring accounts. The contractor's invoice is raised against the instructing owner in the first instance.

Each panel contractor is required to notify ABH of any out-of-hours call-out within 48 hours of attendance. Invoices for out-of-hours work will not be processed by ABH for recharge through the factoring accounts unless this notification has been made. This arrangement is between ABH and the contractor and does not affect the owner's direct liability to the contractor for the work carried out.

Owners may choose to instruct a contractor who is not on the ABH panel. Any resulting invoice will not be processed for recharge through the factoring accounts without additional checks on qualifications, insurance, and the proportionality of the charge. Where the work relates to common parts, use of a panel contractor is strongly encouraged so that apportionment can be handled in the normal way.

The out-of-hours service is for genuine emergencies only: situations involving immediate risk to health, safety, or the fabric of the building, or where damage is actively occurring and cannot reasonably wait until office hours. Call-outs for issues that are not genuine emergencies remain chargeable by the contractor at emergency rates.

Further guidance and examples of genuine out-of-hours emergencies are provided through development portals, owner newsletters and other guidance issued by ABH. A full Out-of-Hours Service Description will be published on our portal and will then be reviewed at least annually.

Contractor selection

ABH works only with contractors who hold the necessary qualifications, public liability insurance, and health and safety documentation. ABH has no financial affiliation with any contractor and does not apply any mark-up to contractor invoices (see Schedule 2).

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For works above the delegated authority, ABH will normally obtain competitive quotes (typically 2, and 3 for major works) and present them to homeowners for decision. Where a preferred supplier whose terms ABH knows to be favourable is used instead, this will be stated.

Material changes to instructed works

This is an important commitment. If a contractor or surveyor proposes a material change to the scope, specification, or cost of works that have already been instructed, ABH will notify affected homeowners before the change is implemented. The notification will include a plain-English explanation of what is changing and why. ABH's contractor terms of engagement require contractors to notify ABH of any proposed material change before proceeding.

Monitoring and progress

ABH maintains a log of all open repairs. Every open repair has a "next action by" date. If a repair has been open for more than 6 months without resolution, it is automatically escalated to senior management review.

ABH will notify homeowners when repairs are completed. Satisfaction surveys may be issued after jobs.

Health and safety

ABH will take reasonable steps to ensure relevant health and safety requirements are considered when arranging work to common property, including fire safety and asbestos management where applicable. For construction projects to which the Construction (Design and Management) Regulations 2015 apply, the respective duties of homeowners, ABH, designers, contractors and any appointed professional advisers will depend on the nature of the project and the appointments made. Statutory inspections of lifts, fire safety equipment, and emergency lighting are arranged as part of the core service.

Major works

Major works (such as roofing, external painting, stonework) require homeowner approval before ABH instructs them. ABH will:

1. Prepare or commission a specification.
2. Normally obtain 3 competitive quotes.
3. Present quotes to homeowners with a recommendation.
4. On approval, instruct the works and manage the project.

ABH charges 10% of the total net project cost (contractor invoice value excluding VAT, so VAT is not charged twice) for project management, with VAT added to the fee, or will engage an independent project manager where the complexity requires it. The basis will be confirmed in writing before work begins.

ABH may require that 75% of the total estimated cost is available in the development account before work commences, to ensure contractors can be paid on completion.

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Section 7: Complaints Resolution

ABH takes complaints seriously. There is no charge for handling any complaint.

Stage 1: Making your complaint

Please put your complaint in writing (by email to team@aboveboard.homes or by letter to 5 South Charlotte Street, Edinburgh, EH2 4AN). Include as much detail as possible: your name, address, account number, the nature of the complaint, any relevant dates, and any supporting evidence.

Stage 2: Acknowledgement

ABH will acknowledge your complaint within 3 working days of receipt and provide a complaint reference number.

Stage 3: Investigation

Your complaint will be investigated by an appropriate senior member of staff. You may be contacted during the investigation. ABH will provide a written response addressing each element of your complaint within 15 working days of acknowledgement. If the investigation takes longer, ABH will send a holding response explaining why and giving an expected date for the full response.

Stage 4: Escalation

If you remain dissatisfied after Stage 3, you may escalate your complaint by writing to ABH within 10 working days of receiving the Stage 3 response. The complaint will be re-investigated by a Director of ABH, who will issue a final response within 15 working days.

Stage 5: Final decision letter

The Director's response at Stage 4 is ABH's final decision letter. It will be clearly marked as final, dated, and will set out ABH's final position on each point of your complaint. It will confirm that ABH's internal complaints process has been exhausted and will signpost the First-tier Tribunal.

First-tier Tribunal for Scotland (Housing and Property Chamber)

If you remain dissatisfied after receiving ABH's final decision letter, you may apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 17 of the Property Factors (Scotland) Act 2011. The Tribunal can determine whether ABH has failed to comply with the Code or failed to carry out its property factor duties. The Tribunal has the power to make property factor enforcement orders and may award compensation where it considers it appropriate.

Application is free of charge. Contact:

- First-tier Tribunal for Scotland, Glasgow Tribunal Centre, 20 York Street, Glasgow G2 8GT
- Tel: 0141 302 5900

The Tribunal deals with Code compliance and property factor duties. Claims for damages or contractual disputes may need to be pursued through the Sheriff Court. If you are unsure which route is appropriate, Citizens Advice Scotland can help.

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Complaints about contractors

Complaints about the quality of contractor work should be reported to ABH in writing (preferably via the portal, or by email or post). ABH will raise the complaint with the contractor and seek resolution. If the issue is not resolved, ABH may instruct an alternative contractor, withhold payment, and/or remove the contractor from the preferred supplier list.

PART D: VARIATIONS, TERMINATION, AND GENERAL

D.1 Selling Your Property

When selling a property in a factored development, please ensure your solicitor notifies ABH with a minimum of 14 days' notice of the sale date. ABH will:

1. Apportion all charges between seller and buyer as at the sale date.
2. Prepare the seller's final account as part of the next quarterly billing cycle, once all material invoices and charges available to ABH have been processed. Where a relevant cost is not known at that time, ABH may issue an estimated final account or a later supplementary adjustment.
3. Credit the float balance (less any outstanding debt) on the final invoice.

An administration charge of £60 (inclusive of VAT) applies to cover the work involved in the sale process.

D.2 Terminating the Factoring Arrangement

Termination by homeowners

The Owners' Association or homeowners may terminate ABH's appointment by giving 2 months' written notice in writing (by email or post) to ABH, supported by evidence that the decision has been properly mandated in accordance with the DC (or by a majority of homeowners where the DC is silent on the procedure).

Evidence required to verify termination

To verify the termination, ABH will require the following:

- Confirmation that the meeting at which the vote was taken was convened in accordance with the DC (including that proper notice was given to all owners and that a quorum was present).
- Evidence of the vote outcome, for example meeting minutes recording the quorum and vote, signed voting slips, proxy forms, or a letter signed by a majority of homeowners confirming the decision.

ABH requires this evidence to protect the legal rights of all owners (including those who may not have attended the meeting), to comply with data protection legislation before transferring personal data to a third party, and to ensure it is not acting on an instruction that has not been properly mandated under the DC.

ABH will review the evidence provided and respond within 10 working days of receipt. If the evidence is satisfactory, ABH will confirm the termination in writing and the 2-month notice period will run from the date the original written notice was received by ABH. If the evidence is not satisfactory, ABH will explain in writing what further information is needed.

ABH will not refuse to acknowledge a termination on unreasonable grounds. If a dispute arises over whether the evidence is sufficient, any owner may apply to the First-tier Tribunal under Section 17 of the Property Factors (Scotland) Act 2011.

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Termination by ABH

ABH may terminate its appointment by giving 2 months' written notice to all homeowners.

Position during the notice period

During the notice period (whether termination is by owners or by ABH):

- ABH remains the appointed factor and continues to provide core services, including routine maintenance, cleaning, gardening, and utilities management, unless the Owners' Association instructs otherwise in writing.
- ABH will not instruct non-routine or capital works, and will not renew any ongoing contracts, without express prior approval from the Owners' Association or homeowners.
- ABH will not arrange or renew block insurance if the incoming factor has confirmed alternative cover is in place (written confirmation from the incoming factor is required).
- ABH will cooperate with the incoming factor and respond to reasonable information requests, subject to verification of the termination and compliance with data protection legislation.

The incoming property factor has no authority to instruct ABH or to act on behalf of the development until the termination takes effect and the handover is complete. During the notice period, instructions to ABH should come from the Owners' Association or committee, not from the incoming factor.

Handover on termination

Once termination takes effect, ABH will cooperate fully with the incoming property factor to ensure a smooth transition. ABH will transfer the following within 15 working days of the termination date (or such longer period as is reasonably necessary for complex developments):

- All development records and correspondence.
- Outstanding complaints and their current status.
- Open repairs and their current status.
- Sinking fund balances: these remain in ABH's client account throughout the notice period and will not be transferred before the effective termination date. Following termination, the balance will be reconciled and transferred to the incoming factor's designated client account on or as soon as reasonably practicable after the termination date, and in any event within the handover timescale above, subject to confirmation of the receiving client account and any transactions still being processed.
- Float balances (returned to individual homeowners or transferred as agreed; see below).
- Insurance arrangements, renewal dates, and claims history.
- Contractor relationships and current contracts (including any guarantee documentation).
- Electrical safety certificates, EICRs, emergency lighting records, fire safety documentation, and any other statutory compliance records.

Transfer of personal data (owner names, contact details, payment records) will be carried out in accordance with UK GDPR. ABH will require written confirmation from the incoming factor that they are registered with the ICO and that the data will be processed lawfully.

ABH retains copies of records for 6 years after termination for legal and regulatory purposes. Termination does not extinguish ABH's liability for matters arising during the period of ABH's appointment.

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Float repayment on termination

Float balances will be credited on each homeowner's final invoice, net of any individual debt owed to the development. Final invoices will be raised in the next quarterly billing cycle following the termination date (ABH's billing cycles run March, June, September, and December). Where contractor invoices or other charges remain outstanding at that point, ABH will issue the final invoice with the best information available and issue a supplementary adjustment if any charges are confirmed after that date. ABH will issue a holding statement within 15 working days of the termination date confirming estimated balances. If a homeowner has an outstanding debt that exceeds their float balance, the debt remains payable and ABH may continue recovery action on behalf of the development (or assign the debt to the incoming factor by agreement).

Administration on termination

An administration charge of £48 (inclusive of VAT) per property applies. This covers closing individual owner accounts, reconciliations, cancellation or transfer of contracts, preparation and transfer of development records, data-transfer administration, and coordination with the incoming factor. Any extraordinary work outside this scope will be separately identified and agreed before it is charged. This charge is a development cost, apportioned in accordance with the DC. If there are long-term contracts in place that require cancellation, any early termination charges are also a development cost.

Outstanding debt on termination

ABH will continue to identify and pursue individual debts arising during its appointment where it has authority to do so; an amount will not be redistributed merely because it remains outstanding on the termination date. In accordance with the DC or the Tenements (Scotland) Act 2004, where an owner is liable for a service charge but the service charge cannot be recovered (for example because the estate of that owner has been sequestrated, or that owner cannot, by reasonable inquiry, be identified or found) then that service charge is to be shared equally among the other owners or, if they so decide, is to be met out of any reserve sinking fund; but that owner remains liable for the service charge to each of those owners for the amount paid by each of them.

D.3 About the First-tier Tribunal

The First-tier Tribunal for Scotland (Housing and Property Chamber) has jurisdiction over complaints against registered property factors. It can determine whether a factor has failed to comply with the Code or failed to carry out its property factor duties. Where a breach is found, the Tribunal may issue a Property Factor Enforcement Order requiring specific action and may award compensation where it considers it appropriate.

The Tribunal does not deal with damages claims, contractual disputes, or matters that are not related to the Code or property factor duties. Disputes about damages or contractual interpretation may be matters for the Sheriff Court.

ABH provides this information so that homeowners understand their options. The existence of this section should not be taken as discouraging homeowners from using the Tribunal.

D.4 Data Protection

ABH complies with UK GDPR. Our Privacy Policy is available at www.aboveboard.homes. ABH is registered with the ICO (registration number ZA797125). Subject Access Requests should be sent to data@aboveboard.homes; ABH will respond within one calendar month.

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D.5 Limitation of Liability

ABH shall maintain professional indemnity insurance as set out under Section 5.

ABH will always endeavour to provide a professional and competent service and will exercise reasonable skill and care in the provision of its services in accordance with the applicable law, including the Property Factors (Scotland) Act 2011 and the Consumer Rights Act 2015. Nothing in this WSS limits or excludes (i) ABH's liability for death or personal injury caused by negligence; (ii) liability for fraud or fraudulent misrepresentations; or (iii) any other liability that cannot lawfully be limited or excluded.

Notwithstanding the above, ABH is not liable for any loss or damage arising from the acts or omissions of any previous property factor. Responsibility for matters arising before ABH's appointment remains with the previous factor.

Nothing in this WSS will affect ABH's statutory duties or obligations owed to homeowners under the aforementioned applicable law.

D.6 Governing Law

This WSS is governed by and construed in accordance with the laws of Scotland. The courts of Scotland have exclusive jurisdiction in relation to any dispute arising under or in connection with this WSS, subject to the jurisdiction of the First-tier Tribunal for Scotland (Housing and Property Chamber) under the Property Factors (Scotland) Act 2011.

D.7 Fire Safety

As part of the core service, ABH arranges the inspection and, where applicable, the servicing of communal fire safety equipment that it has management responsibility for. ABH does not itself inspect or certify fire safety equipment, and does not warrant that the development complies with every applicable fire safety requirement.

Flat entrance doors that open onto a common internal area do an important fire safety job. If you plan to alter or replace yours, tell ABH in advance, check your title conditions and any consent requirements, and take appropriate professional and building standards advice. ABH cannot approve or certify the fire performance or legal compliance of a replacement door.

The core service does not include commissioning or reviewing a communal fire risk assessment unless this WSS expressly says otherwise. Where an assessment is required by law, recommended by applicable guidance, or would benefit the development, ABH may recommend one and, where authorised by homeowners or otherwise entitled to do so, arrange for a suitably qualified third party to carry it out. The cost of the assessment, and of implementing any of its recommendations, is charged to homeowners in accordance with the title deeds, this WSS and any applicable consultation or approval requirements.

ABH's appointment as property factor does not, of itself, make ABH responsible for deciding whether the development falls within the scope of the Housing (Cladding Remediation) (Scotland) Act 2024, assessing the safety or compliance of any external wall system, commissioning a Single Building Assessment, or designing, carrying out or certifying cladding remediation works.

Where ABH becomes aware that the development may be affected by a cladding assessment or remediation process, ABH may, within the scope of its authority:

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(a) communicate with homeowners, the Scottish Ministers, developers, assessors, contractors and other relevant parties;

(b) facilitate access to common parts;

(c) circulate reports, notices and other information; and

(d) administer assessments or remedial works where separately authorised or instructed to do so.

Any such services, and any related professional fees or works costs, may be treated as additional services or expenditure and charged in accordance with the title deeds and this WSS.

In an emergency: leave the building if it is safe to do so, close doors behind you, call 999, and alert your neighbours. Guidance on escape plans is available at firescotland.gov.uk.

SCHEDULE 1: DEVELOPMENT SCHEDULE

A separate Development Schedule is issued for each development managed by ABH. Each schedule contains:

- Development name and address.
- Number of properties (and any sub-blocks).
- Date of ABH's appointment.
- Source of authority (DC reference, majority decision, etc.).
- Apportionment basis (cross-referenced to the DC, with the number of units confirmed).
- Float amount per property.
- Sinking fund details (if any): contribution amount, frequency, ring-fencing.
- Management fee per property.
- Delegated authority limit for repairs.
- Core maintenance services specific to the development (cleaning, gardening, etc.).
- Insurance arrangements (whether arranged by ABH, insurer, premium payment schedule).
- Any development-specific arrangements (concierge, parking, etc.).
- Financial Interests
- Office Closures

SCHEDULE 2: CONNECTED-PARTY AND COMMERCIAL DISCLOSURES

In accordance with Sections 6.10 and 6.11 of the Code, ABH discloses the following:

Contractor relationships

ABH has no financial, ownership, family, or other commercial relationship with any contractor used in the delivery of factoring services. ABH does not apply any mark-up to contractor invoices and does not receive any commission, rebate, or referral fee from contractors.

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Insurance broker

ABH's block insurance is arranged through Howden (insurance broker). ABH receives a commission of 5% of the insurance premium (excluding Insurance Premium Tax) in respect of block insurance policies arranged or renewed through Howden on or after 1 September 2026; policies arranged before that date carry no commission. The monetary amount attributable to each development is stated in the annual insurance pack for that development.

Developer relationships

ABH is not the developer-appointed first factor for any of its current developments. ABH has no introducer arrangement or financial relationship with any property developer.

Other financial interests

ABH has no other financial interest in any development it manages, beyond its role as managing agent. If any interest arises, it will be disclosed in the relevant Development Schedule.

This schedule was last reviewed on 31st August 2026. ABH will review and update this schedule at least annually.

Information about disclosures: Homeowners may request information reasonably necessary to understand a disclosure made in this schedule, and ABH will respond within 10 working days of a reasonable request.

ABH may provide a summary, redacted document or other appropriate evidence (for example: the commission percentage and basis of calculation, the monetary amount attributed to the development, or confirmation that no contractor mark-up was applied).

ABH is not required to disclose legally privileged information, personal data relating to third parties, confidential commercial terms unrelated to homeowners' charges, or information whose disclosure would breach a duty of confidence.

This does not affect the separate right in Section 3 to inspect supporting documentation for charges on your invoice.

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VERSION CONTROL

Version	Date	Author	Summary
1.6	November 2024	ABH	Previous version
2.0 DRAFT	July 2026	ABH / WSS Review	Full redraft: OSP section added, response times reconciled, insurance/commission clarified, complaints procedure strengthened, Tribunal case law incorporated, CRA 2015 fairness review
3.0	August 2026	ABH / Anderson Strathern	Solicitor review (D.5, D.7, card fee removed) plus in-house consolidation: revised fee schedule, 5% insurance commission disclosure, simplified debt recovery, out-of-hours signposting clause, insurance claims scope, safety-critical works authority, plain-English D.7, response and consultation timescales, data protection updates.

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