



Selling your Home

Are you selling your home?

This guide will take you through the factoring process.

Registered property factor no: PF000103

Authorised and regulated by the Financial Conduct Authority for insurance mediation purposes only.

James Gibb residential factors is a trading name of James Gibb Property Management Ltd, registered as a limited company in Scotland (No. SC 299465). VAT Reg No. 268 6033 43.

Registered office: 32 Charlotte Square, Edinburgh EH2 4ET

built on trust

ESTABLISHED 1872

**JAMES
GIBB**

residential factors

EDINBURGH | GLASGOW | ABERDEEN

Moving home can be a stressful time with lots of things to do, check and tick off the list. This guide has been produced to help you through the process required to ensure a smooth transfer of your (and our) factoring responsibilities.

In this guide we have listed the most frequently asked questions raised when selling a property in a factored development / block.



1 Why does James Gibb residential factors need to be involved in the sale of my property?

James Gibb residential factors Support Services team has a duty to liaise with the seller's solicitor. We are normally requested to make the solicitor aware of the following:

- any debt on the seller's account
- any Notice of Potential Liability (NOPL) on the property
- any major works planned and paid for by the seller
- any identified forthcoming major works that require funding by the seller or buyer
- the presence of a development sinking / contingency fund,
- Block insurance schedules
- An estimate of the annual factoring costs.

If requested by the seller's solicitor, we will provide, where possible, copies of any certificates, e.g. building warrants, Local Authority Certificates, warranties for any major work carried out by contractors etc.

To assist our staff in the discharge of these duties, owners are required to provide a minimum of 14 days' notice to James Gibb residential factors prior to the settlement date of the sale.

We will also request and record:

- the sale / transfer of ownership date
- a forwarding address for the seller (for final invoice etc.)
- details of the seller's solicitors.

It is normal, and preferable, for the seller to contact us through their solicitor.

2 What happens to my account when I move out and when will I receive my final invoice.

Charges

All costs, fees, insurance premiums etc that apply, up to the date of the sale, will be charged to the seller.

Some costs are straightforward such as a routine repair performed before the sale. In this case, the seller will be charged their normal share of the full amount.

For on-going costs, such as monthly cleaning or gardening charges, insurance premiums and management fees, we'll work out the daily rate and charge the seller only up to the date of sale.

Where a payment is required to fund a forthcoming major works project (for example a development wide painting scheme), this information will be passed by us to the seller's solicitor. The party responsible for this payment (seller or buyer) will be agreed between seller / buyer / solicitors in advance of the sale. This will be covered in the requirements list defined in Section 1.

Final Invoice

Since there is often a time lag between the sale date and the receipt of some invoices that have to be charged to the seller, it is not possible to produce a final invoice on, or around the date of sale. The most common example of this is a quarterly utility bill.

The date of the final invoice depends on where the sale date sits within our quarterly invoice cycle. If the sale transfer date falls at least two clear months from our next quarter end, the seller's final invoice will be produced at the end of that quarter.

If, however, there are fewer than two months between the sale date and our next quarter end, the seller will receive an invoice at the quarter end detailing all known costs etc. up to the date of sale. (This invoice should be settled as normal). This will be followed by a final invoice at our next quarter end which will detail any further costs / credits etc.

Our quarter end invoicing periods fall on the following dates:

- 27th February ■ 27th August
- 27th May ■ 27th November

The table, below, may add some clarity.

Date of Sale	Invoice 1	Invoice 2
28 th Dec – 27 th Feb	28 th Feb	28 th May (Final Invoice)
28 th Feb – 27 th Mar	28 th May (Final Invoice)	
28 th Mar – 27 th May	28 th May	28 th Aug (Final Invoice)
28 th May – 27 th June	28 th Aug (Final Invoice)	
28 th June – 27 th Aug	28 th Aug	28 th Nov (Final Invoice)
28 th Aug – 27 th Sept	28 th Nov (Final Invoice)	
28 th Sept – 27 th Nov	28 th Nov	28 th Feb (Final Invoice)
28 th Nov – 27 th Dec	28 th Feb (Final Invoice)	

Prior to the sale, we will ask for your bank details in order that we can process any credit due on your final invoice. Alternatively, you may wish us to pay through your solicitor.

3 What happens to the float I've paid which James Gibb residential factors holds?

The float amount is included as a credit on the seller's final invoice. Of course, the final invoice may also include some on-going charges (utility bills etc) so the final invoice / credit will reflect the net amount owed or due.

4 I've paid into a sinking fund, will this be refunded?

No. When the homeowner sells the property, the amount paid into the sinking fund is not returned. It is retained in the development account as development funds. It is often considered beneficial for a development to have a sinking fund to support major works and it is advised that the presence of these funds should be detailed as an asset in the sale of the property.

5 What fees are charged by James Gibb when I sell my property and why is a fee applied?

In order to cover the administrative costs involved in the transfer of property ownership, a charge of £25.00 plus VAT is applied. This is defined in Section 5.6.1 of our Written Statement of Services.

We hope you've found this guide useful and that the sales process goes smoothly. If, after reading this guide, you have any queries, please contact our Support Services team:

James Gibb residential factors
Support Services

65 Greendyke Street
Glasgow G1 5PX

Tel: 0141 552 2230

Fax: 0141 552 2646

Email: glasgow@jamesgibb.co.uk

Office Contact Details

Glasgow

James Gibb residential factors
65 Greendyke Street
Glasgow G1 5PX

Tel: 0141 552 2230

Fax: 0141 552 2646

Email: glasgow@jamesgibb.co.uk

Edinburgh

James Gibb residential factors
4 Atholl Place
Edinburgh EH3 8HT

Tel: 0131 229 3481

Fax: 0131 229 3771

Email: edinburgh@jamesgibb.co.uk

Aberdeen

James Gibb residential factors
2 Thistle Street
Aberdeen AB10 1XZ

Tel: 01224 650 600

Fax: 01224 650 602

Email: aberdeen@jamesgibb.co.uk