

The Ravelston Garden Green Book

PROPRIETOR'S HANDBOOK

RAVELSTON GARDEN PROPRIETORS' ASSOCIATION

This handbook covers pertinent matters in relation to ownership in Ravelston Garden.

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2 Introduction

The Green Book is best introduced using excerpts from a letter written in February 1998 by the then Chairman of the Ravelston Garden Proprietors' Association, Mr R B Weatherstone:

Dear proprietor

As there have been several changes in Proprietors over the last two or three years – and, on behalf of the Committee may I bid a hearty welcome to you all – your committee thought that it would be helpful to draw the attention of all to the loose-leaf folder which contains the Rules, Regulations etc. relating to the “conduct of the Flats at Ravelston Garden”. These were first drafted in 1950 – after the Flats, originally leased through Jenners, were bought by Proprietors at the end of 1948 – were updated in 1979 and again in 1995....

...These Rules and Regulations are designed to enable the three blocks of properties and their surrounds to present – and perpetuate – so far as is reasonable, the same outward appearance as existed when they were first built. They bind Proprietors to accept common responsibility to pay for the costs of achieving those ends by whatever means their elected committee decides. Furthermore, the Feu charter empowers the Association to make “such rules for the conduct of persons in and about the said blocks of dwelling-houses and garages and ground.....as are considered necessary to promote the amenity....and the comfort and convenience of the owners...and impose penalties for the breach of any such rules”.

The full version of this letter can be found in Appendix 2 together with a further letter drafted by Mr Weatherstone in 1987 on the subject of “Flat Living” and a descriptive note of Ravelston Garden prepared by Professor Andrew Merrylees on the occasion of Ravelston Garden's 75th birthday.

The loose folder containing the Rules and Regulations referred to by Mr Weatherstone became known as the ‘Green Book’; a copy of which was intended to be held by each flat. [Note: The origin of the term “Green Book” is unknown but, interestingly, the term is used within parliament to refer to the rule book which outlines the principles, rules and practice notes of governing member's allowances.] Over the years, as updates were issued, the various proprietor copies got out of step. In order to re-establish a single version and present more relevant, up-to-date information, a substantial revision of the Green Book was undertaken in 2011. To avoid future loss of currency, the “Green Book” will be reviewed annually and any variations submitted for approval at the AGM. Proprietors should ensure they possess the latest copy.

Proprietors are requested to ensure that, on the sale or change of ownership of any flat, a copy of Green Book is placed in the hands of their legal advisors for retention with the Title Deeds of the property or in some other suitable place so that the new resident can familiarise themselves with the Rules and Regulations. Proprietors who rent their flats out

must gain assurance from their tenants that they will comply with the Rules and Regulations detailed in the Green Book.

Acknowledgement is given to the significant contribution from past and present proprietors, the factor, and other service providers in the preparation and ongoing revision of this booklet.

3 General Preamble

- Ravelston Garden consists of three blocks of flatted dwelling-houses and garages pertaining thereto. There are 48 flats (16 in each block) and the blocks are designated 'East', 'Centre' and 'West'. The flats are numbered consecutively from No. 1 – on the ground floor of East Block – to No. 48 – on the third (top floor) of West Block. Note: the garage numbers are not the same as the flat numbers.

The Postal Codes of each block are also different: - East - EH4 3LD
Centre- EH4 3LE
West - EH4 3LF

- Flat No. 1 (East Block) is occupied by the **Caretaker**. Telephone 337 2811.
- The management of the Ravelston Garden Proprietors' Association is vested in a Central Committee elected by the members of the Association. There is a separate Committee for each Block comprising three members of the Association. The Committee of the three Blocks constitute a Central Committee known as the "Ravelston Garden Committee" with full powers to implement the Regulations of the Association. The method of Election of such Committees is dealt with in Regulation No. 38.
- A **Factor/Secretary** is appointed in terms of Regulation 2(k) - Factors duties: (see also section 11 Factor)
- a. Supervisory:
 - i. Supervision of the Caretaker to see that he is carrying out his duties.
 - ii. Maintaining close contact with professional and other experts engaged by the Association e.g. Law Agents, Heating Engineers, Lift Maintenance Engineers and Surveyors.
 - iii. Visits to Ravelston Garden as necessary.
 - b. Secretarial:
 - i. Correspondence as necessary.
 - c. Treasurership:
 - i. The collection of the Association Income is derived from Assessments on Proprietors. The Factor issues each proprietor with a quarterly account detailing the expenditure over the quarter and the proprietor's share of that expenditure together with their contribution to the Block Sinking Fund. The Assessment is a quarterly lump sum payment or a monthly Bank Standing Order / Direct Debit from each proprietor the value of which is advised by the Factor.

4 Historic Scotland Category A-Listing

The Ravelston Garden development, the buildings and the grounds, are A-Listed.

Definition of Category A Listing: *“Buildings of national or international importance, either architectural or historic; or fine, little-altered examples of some particular period, style or building type. (About 8% of total listed buildings.)” [Historic Scotland]*

As proprietors we must comply with Historic Scotland’s restrictions on the repair and refurbishment of listed buildings. Failure to do so not only potentially damages a historically significant artefact but can also incur a significant fine.

“Listed building consent is the mechanism by which the planning authorities ensure that any changes to listed buildings are appropriate and sympathetic to their character.

You must obtain listed building consent from the authority if you wish to demolish, alter or extend internally or externally a listed building.

Although listing does not mean that the building must remain unaltered in all circumstances, it does mean that demolition will generally not be allowed, and alterations and extensions should, as far as possible, preserve its special character.

It is a criminal offence to demolish, alter materially or extend a listed building without listed building consent.”

[Historic Scotland]

Listing does not mean that alterations are not permissible but rather that proprietors must seek the necessary permissions prior to any modification. *“Listing is a mechanism designed to help manage change to listed buildings, so as to safeguard their special architectural or historic character, rather than preserve them in aspic.” [Historic Scotland]*

Ravelston Garden is a rather special place and we have the privilege of being part of its story. Please respect the history and significance of the site and help us conserve it for others to enjoy in the future.

HISTORIC SCOTLAND

CITY OF EDINBURGH COUNCIL

EDINBURGH BURGH

Information Supplementary to the Statutory List

(The information has no legal significance)

STATUTORY LIST

HB Number 30264	Item Number: 84 MF	1-48 (INCLUSIVE NOS) RAVELSTON GARDEN
Group with Items:		
Map sheet: NT27SW	Category: A	
	Group Category:	
	Date of Listing 17-MAY-1991	
Description: Andrew Neil and Robert Hurd, 1935-36. 3 white-harled International Style blocks of flats. 4-storey, butterfly-plan with paired long balconies, small-paned metal-framed glazing (some flats re-glazed, retaining original pattern) and roof gardens. Low oblong wings to each side, with small-paned, metal-framed glazing bands. 1930s detailing to interiors: curved, double-flighted main stairs with streamlined metal balustrades, doors with port-hole openings; also lifts. Service and servants' access between wings at sides, away from main entrances.		
References: J Gifford, C McWilliam and D Walker, EDINBURGH (Buildings of Scotland series), (1984), pp 65, 534; C McKean, THE SCOTTISH THIRTIES, (1987), pp 165-166; C McKean, EDINBURGH, (1992), p 159.		
Notes: Originally known as the Jenners flats, after the managing agents. Thought to be the work of Neil rather than Hurd. Robert Hurd claimed to be aiming for the essential character of 17th century Scots architecture, stripped of its period details. Some steel-framed windows were replaced by PVC equivalents during repainting in 1989.		

WE SAFEGUARD THE NATION'S BUILT HERITAGE AND PROMOTE ITS UNDERSTANDING AND ENJOYMENT

The Historic Scotland Handbook: 'Guide to the Protection of Scotland's Listed Buildings: What listing means to owners and occupiers', (2009) can be viewed at www.historic-scotland.gov.uk/scotlands-listed-buildings.pdf.

5 Regulations

Name

- 1 The name of the Association shall be the “Ravelston Garden Proprietors Association”.

Objects

- 2 The objects of the Association are:-
 - (a) To implement the provisions of Clause Sixth of the Missives of Sale of the houses forming the East, Centre and West Block of the three blocks of flatted dwelling-houses and garages pertaining thereto at Ravelston Garden, Edinburgh, entered into between Norman Alexander Gordon Neil and Robert Andrew Hurd and purchasers from them and the successors of such purchasers.
 - (b) To carry into effect the burdens contained in the Dispositions of the said houses granted by Capital and Country Estates Limited in favour of the respective disponents.
 - (c) To provide and administer the services and execute all obligations common or mutual to the proprietors of the said houses and to decide all questions common to the said proprietors and in particular, but without prejudice to said generality:-
 - (a) To maintain the access roadways to the said block and garages pertaining thereto, the courtyards of the said block and garages, the plots of ground lying between the said block and the access roadway on the east side thereof, the strip of ground approximately three feet in width covered with ashes lying along the west side of the said block and west and north sides of the said garages, the retaining wall bounding the access road – way to the garages lying to the south of the said block, the basement and entrances thereto, Main entrances, entrance hall, main and back stairs, cupboards under the stairs, common passages, rubbish chutes and containers, elevator and cistern house and common passages and stairs thereto, cistern, hatchways, roof, balconies on the roof and doors and parapet walls thereof, chimney heads, rhones rainwater conductors, drain, soil and other pipes and all other common and mutual in and about the said block, including the decoration, cleaning, heating and lighting of the main entrances, entrance hall, common passages and stairs. [Note: the heating system for the main stairway was disconnected at some point in the past.]
 - (b) The maintenance, insurance, repair and replacement of the elevator and all mechanism and apparatus pertaining thereto and the central heating (if it were in use) and domestic hot water supply systems, including all charges for expenses incurred in connection with the working of the said elevator and the said central heating and domestic hot water supply systems.
 - (c) The maintenance, along with the Associations of Proprietors of the houses in the East, Centre, West Blocks and garages pertaining thereto at Ravelston Garden aforesaid of the garden or pleasure ground pertaining thereto and walls and fences (if any) thereof.
 - (d) The maintenance, along with the said other Associations, of a house for a Caretaker of the said Blocks, including rent, rates, taxes, insurance, repairs, share

of common or mutual burdens and common service charges (if any) applicable to the said house.

- (e) The performance of any other services and maintenance, insurance, repair and replacement of all others common or mutual to the proprietors of the houses in the said block or the said three blocks not specifically referred to but which are required in connection with the use and enjoyment of the said block or blocks and ground pertaining thereto, including all charges for the services of caretakers, gardeners and others engaged to perform such services.
- (d) To instruct tradesmen to carry out replacements, repairs, redecoration and other mutual work which may be considered necessary in connection with the said Block and garages, including the painting of exterior walls and window frames which, it is hereby declared, shall be carried out in accordance with a General Scheme applicable to the whole block, and to pay the charges of such tradesmen.
- (e) To levy an assessment or assessments in terms of the said Dispositions in order to meet the cost of the common obligations, services and others hereinbefore referred to.
- (f) To purchase, lease or otherwise acquire such heritable and moveable property as the Association either alone or jointly with the said other Associations may consider appropriate, and to appoint Trustees to hold such heritable property under such Deed of Trust as the said Association or Associations may consider proper.
- (g) Either alone or jointly with the said other Associations to borrow money either on the security of the heritable property held by or on behalf of the said Association or Associations or without security or partly in the one and partly in the other.
- (h) To effect such insurances as the Association whether alone or jointly with the said other Association may from time to time determine against (1) the risk or loss of property or assets; (2) the risk of accidents to servants of the said Association or Associations in the course of their employment and (3) the risk of liability to any person, and to pay the premiums on such insurances.
- (i) To enter into, execute and carry out all contracts, agreements and negotiations, to institute prosecute and defend all legal and other proceedings, to enter into and carry into effect all compromises, arbitrations, arrangements and schemes and to do all other acts and things which shall at any time appear conducive to or expedient for the protection or otherwise in the interests of the members or any of them as shall seem proper to the Association.
- (j) To engage, pay and dismiss caretakers, cleaners, gardeners, servants and others to perform such services in or about the said block of dwelling-houses and garages and ground pertaining thereto as the Association either alone or jointly with the said other Associations may from time to time determine.
- (k) To engage and appoint a Factor or Secretary either alone or jointly with the said other Associations who shall hold office during the pleasure of the said Association or Associations and to pay him remuneration for his services whether a member of any of the said Associations or not.
- (l) To engage and appoint architects, surveyors, engineers, solicitors, chartered accountants or other experts or specialists and to pay them remuneration for their services whether members of any of the said Associations or not.
- (m) To make such rules for the conduct of persons in and about the said blocks of dwelling-houses and garages and ground pertaining thereto as are considered necessary to promote the amenity of the houses forming the said blocks and the

comfort and convenience of the owners and occupiers of the said houses and impose penalties for the breach of any rules.

- (n) To do all things incidental or conducive to the attainment of the above objects.
- (o) To levy assessments for such amounts as the Committee consider appropriate for the purpose of paying pensions or the like to retired employees or their dependents.
- (p) To levy assessments for a fund to be known as the Sinking Fund at such a rate as the Committee may determine, for the purpose of meeting any extraordinary expenditure which may from time to time be necessary.

Membership of Association

- 3 All persons who, at the date of adoption of these Regulations, are owners of houses in the said East, Centre, and West Block of dwelling-houses at Ravelston Garden, Edinburgh, and the successors of such owners shall be members of the Association. No other person shall be eligible for membership. A member shall continue to be a member until he ceases to be a member and a new owner becomes a member in his place under Rule 6. The Committee shall issue to each member a card which shall be proof of membership and shall be produced at any meeting of the Association.
- 4 Owners are those persons whose names appear in the Valuation Roll as the owners of houses in the said block.

Change of Ownership

- 5 On the sale or other change in the ownership of any house in the said block the member shall take the new owner and his successors in title bound to become a member of the Association and to be bound by the Regulations of the Association and any Rules made thereunder.
- 6 On the sale or other change in the ownership of any house in the said block the member shall (1) inform the Factor or Secretary of the Change of Ownership; (2) provide him with satisfactory evidence of such a Change of Ownership; (3) provide him with satisfactory evidence that the member has complied with Regulation 5 and (4) ensure the new owner has a copy of the Green Book. The member shall then cease to be a member and the new owner shall become a member.

Office

- 7 The Office of the Association shall be at No. 1 Ravelston Garden or at such other address as may be decided by the Association.

Assessments

- 8 The Association may from time to time make such assessments as it thinks fit upon the members in respect of all outlays and expenses incurred or to be incurred in attaining the object of the Association, which assessments shall be made in equal proportions as specified in the respective titles of the houses in the said East, Centre, West block and if no provision in respect of the subject matter of the assessments shall have been made in the titles the assessments shall be made on the members equally.

Payment of Assessments

- 9 Any assessments shall be deemed to be made and to be payable at the time when the Resolution authorising the assessment is passed by the Association or the Committee.

Interest on Unpaid Assessments

- 10 If any assessment remains unpaid for thirty days after the date of the resolution authorising the assessment, the member liable to pay the assessment shall, if required by the Association or the Committee, pay interest at the bank rate of overdraft from the date of the resolution authorising the assessment to the date of payment of the assessment.
(Refer to Appendix 3 - Variables – Interest on Unpaid Assessments)

Liability of Joint Owners

- 11 Members who are joint owners of premises shall be jointly and severally liable for the payment of all assessments due in respect of any house owned by them.

Annual General Meetings

- 12 An Annual General Meeting of Members shall be held once in every calendar year and not more than fifteen months after the holding of the last preceding Annual General Meeting at such time and place as may be determined by the Committee.

Extraordinary General Meetings

- 13 All meetings of the Association other than Annual General Meetings shall be called Extraordinary General Meetings.
14 An Extraordinary General Meeting shall be convened by the Committee whenever they think fit or by the Factor or Secretary on the requisition of not less than four members, which requisition shall state the business to be submitted to the meeting.

Notice of General Meetings

- 15 Notice of any Annual General Meeting or Extraordinary General Meeting specifying the place, day and hour of meeting and the business to be submitted to the meeting shall be given to members by a notice sent by post or delivered to the last known address of each member at least seven clear days before the meeting.

Omission of Notice

- 16 The accidental omission to give any such notice to any member, or the non-receipt of the same by any member, shall not invalidate any proceedings at any such meeting.

Business at Annual General Meeting

- 17 The business of any Annual General Meeting shall be (1) to receive and consider the accounts of the Association and the reports of the Committee and Auditors; (2) to elect members to the Committee in the place of those retiring by rotation or otherwise or to fill vacancies and to elect auditors and other officers / a Factor or Secretary; (4) to approve the remuneration of the Factor or Secretary; and (5) to conduct any other business.

Quorum

- 18 Five members present in person or by proxy shall be a quorum at an Annual General Meeting or Extraordinary General Meeting.
- 19 If within half an hour after the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until such later date as the Committee may appoint and if no quorum be present at such adjourned meeting those members who are present shall be deemed to be a quorum and may transact all business which could properly have been disposed of at the meeting from which such adjournment took place.

Chairman

- 20 The Chairman of the Committee shall preside at any Annual General Meeting or Extraordinary General Meeting. If there is no such chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as the chairman, the members present shall choose one of their number to act as chairman of the meeting.

Voting

- 21 Every question submitted to a meeting shall be decided in the first instance by a show of hands.

Proxies

- 22 Any member shall be entitled to appoint a proxy to attend and vote for him at any meeting and such proxy need not be a member of the Association. The instrument appointing a proxy shall be lodged with the Factor or Secretary not less than forty-eight hours before any meeting.

Poll

- 23 Any member present at a meeting in person or by proxy may demand a poll.
- 24 If a poll is demanded, it shall be taken either immediately or if the Chairman so determines, after an interval or adjournment not exceeding seven days.
- 25 If a poll is demanded each member present in person or represented by proxy at the meeting or adjourned meeting shall have one vote in respect of each house owned by him.

Casting Vote

- 26 In the event of an equality of votes, whether on a show of hands or on a poll, the Chairman shall have a casting vote in addition to his vote as a member.

Adjournment

- 27 The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Votes

- 28 Each member shall have one vote in respect of each house owned by him. Where members are joint owners, only one of such members may vote at any meeting.

Powers of Association to be exercised by Committee

29 The management of the Association shall be vested in a Committee to be elected as hereinafter provided and the Committee may exercise all powers vested in it under the said Disposition and do all such acts as may be done by the Association whether under the power of any law statutory or common or the Constitution of the Association or otherwise; but no obligations in excess of the Committee Spending Limit agreed at the last AGM and recorded in Appendix 3 - Variables shall be incurred by the Committee except with the sanction of a General Meeting.

Committee

30 The Committee shall consist of three members of each Block or relatives of members of the Association and shall be elected by the Association in General Meeting. The Committee shall have power to fill any casual vacancy in its number, but any member so appointed shall hold office only until the next Annual General Meeting.

Vacating Office

31 A member of the Committee shall vacate office ipso facto:-

- (a) If they shall cease to be a member of the Association.
- (b) If by notice in writing to the Factor or Secretary they shall resign office.
- (c) If they shall fail to attend three consecutive meetings of the Committee unless leave of absence has been granted or his absence shall be excused by the Committee.

Rotation of Committee

32 At the First Annual General Meeting all the Committee shall retire from office and at the Annual General Meeting in every subsequent year one member of each Block Committee shall retire from office. A retiring member shall be eligible for re-election and shall retain office until the dissolution of the meeting at which his successor is elected.

33 The members of Committee to retire in any year shall be those who have been longest in office since their last election, but as between persons who become members of Committee on the same day the one to retire shall (unless otherwise agreed among themselves) be determined by lot.

Nominations

34 Any member intending to propose another as a member of the Committee at an Annual General Meeting shall intimate their Nomination to the Factor or Secretary in writing not less than three days before the meeting.

Meetings of Committees

35 The Committee may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they think proper, and may elect a Chairman of their meetings and determine the period for which he is to hold office. If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

Quorum

36 Until otherwise determined by this Committee, two members of the Committee shall be a quorum and as such may exercise all or any of the authorities, powers and discretions vested in the Committee.

Votes

37 Questions arising at any meeting of the Committee shall be determined by a majority of the votes of the members present, and in case of an equality of votes, the chairman shall have a second or casting vote.

Central Committee

38 To deal with matters affecting all three Blocks there shall be a Central Committee. This shall consist of the three members from each Block Committee ex officio and of a Chairman who shall be elected at a General Meeting of all Proprietors. The Chairman shall normally hold office for three years but shall be eligible for re-election. The names of the persons standing for election as Chairman shall be circulated to Proprietors not less than seven days before the General Meeting at which the election is to take place. The Central Committee shall exercise all powers vested in it under the said Disposition and do all such acts as may be done by its constituent Committees.

Meetings of Central Committee

39 The Central Committee may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they think proper. The provisions of these Regulations relating to meetings of Committee shall apply mutatis mutandis to meetings of the meetings of the Central Committee but so that, unless otherwise determined by the Central Committee, five members, of whom at least one shall be a member of each of the constituent Committees, shall be a quorum.

Accounts

40 The Central Committee shall cause proper Accounts to be kept of all sums of money received and expended. An Account showing all receipts and expenditure and outstanding liabilities shall be made up annually on 15th May and a copy thereof, together with a copy of the Auditors Report thereon, shall be issued to each member not less than seven clear days before the Annual General Meeting to be held in that year.

Audit

41 The Central Committee shall have the books of the Association examined once a year and the correctness of the Account ascertained by an Auditor or Auditors appointed by the Association in General Meeting. [Not valid 2015]

Committee not to Contract with Association

42 Except as authorised by the Regulations of the Association, a member of the Committee may not enter into any contract or arrangement with the Association.

Power to borrow

43 The Central Committee may from time to time, at their discretion, without the sanction of a General Meeting, borrow such sum or sums for the purposes of the Association as they may think fit but not exceeding the total Borrowing Limit agreed at the last AGM and recorded in Appendix 3 - Variables.

Alteration or addition to Regulations

44 The Association may alter or add to its Regulations by Resolution passed by a majority of not less than three-fourths of the members voting either in person or by proxy at a General Meeting of which notice specifying the intention to propose the resolution has been duly given but no such alteration or addition shall derogate from the objects of the Association as herein contained. A resolution in writing signed by all the members of the Association who, on the date of such resolution, were entitled to receive notice of and to attend and vote at general meetings, or their appointed attorneys, shall be as valid and effectual as if it had been passed at a general meeting of the Association duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more members or of a corporate body which is a member shall be sufficient if made by a director thereof or its duly appointed attorney.

Adoption of Rules

45 The Association shall have power by resolution passed in General Meeting by a majority as provided in the immediately preceding Regulation to make Rules for the purpose of carrying into effect Object (m) of Regulation 2 thereof and to alter or add to the same, and may delegate to the Committee the power to make such Rules and to alter or add to the same, subject to confirmation thereof by Resolution passed by a majority as aforesaid at the next General Meeting of the Association.

Interpretation

46 In these Regulations, unless the context otherwise requires:-

“Month” shall mean a calendar month.

“Factor or Secretary” shall include any person appointed to perform the duties of Factor or Secretary temporarily.

Words importing the singular number only shall include plural and visa versa.

Words importing the masculine shall include the feminine.

Words importing individuals shall include companies or corporations.

Arbitration

47 In the event of the foregoing Regulations or any addition or amendment thereto or any rules made in accordance with these Regulations being challenged by any member as being illegal or ultra vires the question shall be submitted to The Deputy Keeper of the Signet or a person nominated by him whose decision shall be final and binding on all parties. The expenses of the reference shall be paid as directed by the Arbiter.

Information Regarding Accounts

Sinking Fund

- 1 Each block maintains a Sinking Fund and agrees at block level the quarterly contribution per proprietor. The fund is intended for large items of expenditure.
- 2 The Factor maintains a bank account on behalf of each block for the respective Sinking Funds.
- 3 The Sinking Fund for each block is ring-fenced. Withdrawals cannot be made by the Factor without agreement from the chairman of the respective block.

Statement of Account

- 4 Each proprietor receives a quarterly Statement of Account from the Factor showing, for the period in question, the contributions received from the proprietor and the apportionment of expenditure. Expenditure is apportioned according to the type of spend as follows:

- Costs directly attributable to the proprietor – 100%,
- Costs relating to the block – a $1/16^{\text{th}}$ share of the cost,
- Costs relating to the site in general or to the Caretaker – $1/47^{\text{th}}$ share,
- Costs relating to Caretaker's portion of East block costs – $1/16^{\text{th}}$ of a $1/47^{\text{th}}$ share.

6 Rules of Conduct

The Association Regulations, first drafted in 1950, has, as one of the Objects of the Association, Clause 2 (m) “To make such rules for the conduct of persons in and about the said blocks of dwelling-houses and garages and ground pertaining thereto as are considered necessary to promote the amenity of the houses forming the said blocks and the comfort and convenience of the owners and occupiers of the said houses and impose penalties for the breach of any such rules”.

Some of these Rules are sourced directly from the Title Deeds while others have been added over the years.

It is hoped that all proprietors appreciate the contribution these rules make toward harmonious living at Ravelston and, as such, will embrace them in good spirit.

Compliance with the Rules is mandatory.

- | | |
|--------------|---|
| <u>One</u> | These Rules are supplementary to the Regulations of the Ravelston Garden Association. |
| <u>Two</u> | The Flats shall be used as private residences only. |
| <u>Three</u> | No act or thing shall be done or allowed by an individual proprietor which may, in the opinion of the majority of the proprietors (which opinion shall, if necessary, be expressed at a General Meeting) injure or tend to injure the character of the three buildings as high-class residential Flats. |
| <u>Four</u> | There should be no noise between the hours of 12 midnight and 7 a.m. – for example no musical instrument, gramophone, record-player, wireless set, television set or loud-speaker shall be played or operated. No singing or dancing shall be allowed on or about the premises between these hours. |
| <u>Five</u> | Proprietors shall endeavour to ensure that goods, messages, etc. are delivered to the individual Flats by means of the service stair provided for that purpose and by no other means. |
| <u>Six</u> | No sale by auction shall be held on the premises. |
| <u>Seven</u> | No signboards, placards, posters, advertisements, etc. shall be fixed on any part of the individual Flats or by any individual proprietor on any part of the buildings. |
| <u>Eight</u> | Mats and carpets shall not be beaten or dusters shaken or ash trays emptied out of the windows or on the landings or over the balconies of the Flats. Washing and clothes shall not be hung outside on the balcony save below the level of the coping of the parapet wall. |

Nine No boxes, packages, luggage or suchlike shall be deposited in the entrance halls, passages, staircases or lifts, courts, areas, carriage drives or the rear portion of the buildings.

Ten Motor cars shall be parked on the lawn side of the entrance drives only and clear of the entrance. Spaces for the disabled should be respected.

Eleven The flats are Category “A” listed buildings. As such, no alterations either inside or out shall be made to the individual flats without first obtaining listed building consent or written confirmation that this is not required from the planning authority. Proprietors should note that this is a legal obligation.

- A listed building is one which is of “special architectural or historic interest”.
- Category “A” refers to buildings of national or international importance, either architectural or historic, or fine, little-altered examples of some particular period, style or building type.
- It is an offence to demolish or materially alter or extend a listed building without listed building consent; the penalty can be an unlimited fine or up to two years imprisonment.

All work undertaken must comply with current Scottish Building Regulations. When in doubt, seek advice from Building Control.

Twelve (a) The rubbish chutes should not be used for the disposal of:

Glass of any description
Aerosol tins – even if empty
Any other potentially dangerous tins or containers
Newspapers and periodicals
Cardboard

- (b) Rubbish should be carefully wrapped and secured before being placed in the chute. Secure wrapping is essential otherwise the wrapping may burst or cause blocking of the chute.
- (c) Items for disposal, which are not to be put down the chute or in the recycling bins, should be placed outside the back doors of flats for removal by the Caretaker.
- (d) Recycling bins are provided at the north service stairs for glass, mixed recycling (newspapers/cardboard/plastics/tins), and food waste. The recycling bins may change from time to time so please read the notice on the front of each bin to confirm content accepted.

Thirteen Save for personal baggage and belongings the lifts shall not be used for the conveyance of luggage, furniture or goods. The service stairs and entrance (see Rule Fifth) shall be used for this purpose.

Fourteen The occupant of each flat shall have his or her nameplate inserted at the appropriate place on the name plaque at the entrance to the lift.

- Fifteen Each proprietor shall, within fourteen days of selling his or her Flat, intimate the sale to the Factor. The Factor shall thereupon ensure that a copy of these Rules and of the Regulations are held by the purchaser.
- Sixteen No painter work external to any flat (save for the inside of balconies) shall be carried out by any individual proprietor.
- Seventeen The covering with earth in whole or in part of the flooring of any of the verandahs for use as flower beds shall be prohibited.
- Eighteen It is laid down in No. 10 of the Regulations that if an assessment remains unpaid for 30 days “the member liable to pay the assessment shall, if required by the Association or the Committee, pay interest at the Bank rate of Overdraft”. This Regulation shall be enforced without further reference to either the Association or a Committee.
- Nineteen Where damage sustained is not covered by the proprietor’s insurance policies and is regarded by the proprietor as a charge, in part or whole, on the Sinking Fund the damage must be reported as soon as possible to a member of the Committee. Arrangements will then be made for an inspection by the Committee, and, if they think fit, by an appropriate expert. If responsibility for the damage is accepted by the Committee, in full or in part, they will then, in consultation with the proprietor, arrange for the submission of estimates for repairs and for their completion, and will negotiate with the proprietor the sharing of the costs.
- If this procedure is not followed, it is very unlikely that any part of the costs will be met from the Block’s Sinking Fund.
- Each proprietor is advised to check that his or her insurance policies cover as far as possible every contingency.
- Refer to Section 8 – Insurance.
- Twenty The gardens are largely there for ornamentation. We would discourage children from cycling on the grass or – certainly the older ones – from playing football or rugby on the lawns. [July 1995]

The Committee is anxious to avoid making petty regulations but, at the same time, do not wish to see develop a practice of acceptance of any form of behaviour that would diminish the enjoyment of living at Ravelston Garden. If proprietors subscribe to this philosophy there should be no need to make new regulations.

7 Selling or Letting

Advertising boards are not permitted to be displayed anywhere on the site. Proprietors must ensure their agent is aware of this restriction and complies with it.

Proprietors must ensure that a copy of the Green Book is made available to incoming proprietors or tenants. In the case of selling, the Green Book should be given to the solicitor for inclusion in the sales transaction. In the case of renting, it is the responsibility of the proprietor to ensure their tenants familiarise themselves with the content of the Green Book.

8 Insurance

8.1 Contents Insurance

Individual proprietors are responsible for insuring the contents of their own flat and garage.

8.2 Buildings Insurance

The 48 flats are insured under a common Buildings Insurance policy and the following points should be noted.

- a) The Factor arranges Buildings Insurance on behalf of the Ravelston Garden proprietors. The policy and broker are reviewed each year (28th May) and the Factor is permitted to switch insurance companies to get the best premium and cover.
- b) The Factor should notify the Ravelston Garden Committee of the insurance quote(s) prior to renewal and give recommendation.
- c) Gibbs have a common Buildings policy covering all their managed sites. While this gives us advantages on premium it also means that our premium is affected by the claims of other properties.
- d) The policy is held in the name of 'James Gibb Property Management Ltd and The Joint Proprietors of Ravelston Garden'.
- e) The property insured is: 1-48 Ravelston Garden Type: Residential
- f) The annual insurance premium is paid by the Factor monthly and the charge to proprietors is applied across the Quarterly Statements in arrears.
- g) The Policy Schedule is available, on request, from the Factor.

- h) A Property Valuation is conducted every 5 years. In the intervening years the insurers index-link the valuation and increase it as required. The [Insurance Valuation Date](#) can be found in Appendix 3 - Variables.
- i) Any claims or query in respect of damage to the building element of a flat or garage should be referred immediately to the Factor who will issue a Claim Form.
- j) When a single incident results in damage to more than one flat then each proprietor must make an individual claim for the damage incurred within their own flat. A single claim cannot be submitted covering multiple properties.
- k) There is normally an excess to be paid on each claim.
- l) Buildings insurance covers all building elements including garages, gardens, lifts (not for mechanical breakdown), gas boilers and the fixtures & fittings within each flat (i.e. fitted kitchens, bathrooms, fitted wardrobes etc.).

To be more specific, the 2009 broker documentation identifies BUILDINGS as:

buildings (including foundations), all alterations, improvements, extensions and repairs including the following:

- fixtures and fittings (including all machinery and plant and goods and or stock of consumables used in connection with the PREMISES)
- furnishings and other contents of common parts of the buildings
- building management and security systems
- pedestrian ways and pedestrian accesses
- services (being telephone, computer, television, electricity cables, gas piping, water mains, drains, sewers) including all supporting structures and metres and equipment associated therewith and all such property in adjoining yards and roadways or underground extending to the public mains.*
- roads, forecourts, driveways, pavements, car parks, hard-standing and similar surfaces constructed of solid materials and street furniture, lamp posts, swimming pools and tennis courts
- landscaping and recreational features including garden furniture, ornaments, statues, trees, shrubs, plants, turf, ponds, lakes, fountains and gardening equipment, walls, gates, fences and hedges
- fixed glass including shelves, showcases and mirrors

– outside buildings, annexes, conveniences, dust chambers, loading bays, service areas, septic tanks, water, oil, gas, fuel and storage tanks and ancillary equipment and pipework and the contents thereof.

** Service equipment is that equipment up to the point of the service outlet (e.g. electric socket) is considered a fixture and is covered by buildings insurance. Equipment which is then connected e.g. computers, telephones etc. are contents.*

The policy states that the buildings will be restored “to a condition substantially the same as their condition when new or if in the Schedule it is stated that the Indemnity Basis of Settlement applies less an appropriate deduction for wear and tear.”

The INSURERS may at their option rebuild or restore the BUILDINGS destroyed or portions damaged without being bound to rebuild or restore the BUILDINGS in exactly the same form as immediately prior to the DAMAGE where circumstances do not reasonably permit.

The INSURED shall at their own expense produce and give to the INSURERS all such plans documents books and information as the INSURERS may reasonably require.

Where DAMAGE occurs to only part of the PREMISES INSURERS’ liability shall not exceed for all costs in total the amount which the INSURERS would have been liable to pay to rebuild the BUILDINGS had they been totally destroyed.

i. Insured perils:

- a) Fire / Lightning / Explosion
 - b) Aircraft
 - c) Earthquake
 - d) Riot, civil commotion, malicious persons
 - e) Storm or flood
 - f) Escape of water
 - g) Sprinkler leakage
 - h) Impact
 - i) Theft
 - j) Subsidence – except where caused by structural alteration or repair, or by excavation at the premises
 - k) Accidental Damage
- Note that Accidental Damage does not include:
- criminal, fraudulent or malicious damage by any proprietor
 - wear and tear
 - mechanical or electrical breakdown
 - damage caused by faulty design or faulty workmanship

- corrosion, rust, wet or dry rot, or damage caused by vermin, insects or pests
- failure of steam boilers
- damage caused by pollution or contamination
- damage to any buildings caused by its own collapse or cracking
- damage to buildings caused by the breakage, collapse or falling of aerials or satellite dishes or other communication equipment

ii. Additional cover clauses include:

- a) Damage caused by emergency services for the purpose of safeguarding human life
- b) Fly tipping
- c) Fixed glass replacement and any boarding up
- d) Metered supplies and services
- e) Sprinkler upgrading costs
- f) Removal of insect nests
- g) Damage caused by falling trees
- h) Unauthorised use of public utilities

iii. General Exclusions:

- a) Electronic risks – relating to systems and data
- b) Radiation
- c) Sonic boom – caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- d) Terrorism
- e) War and allied risks

8.3 Employers' Liability insurance

Employers' Liability Insurance insures against liability for the injury of employee(s) (in our case the caretaker) arising out of his employment.

Employers' Liability Insurance is compulsory. A fine may be levied on employers who do not hold a current Employers' Liability Insurance policy which complies with the law.

Employers' Liability Insurance is included within our Buildings Insurance policy. The certificate of Employer's Liability Insurance is displayed in the vestibule.

8.4 Public Liability Insurance

Public Liability Insurance insures against claims made against us by members of the public or other businesses but not claims by employees. It is normally voluntary but our buildings insurance policy includes it.

9 Building Services

These notes are intended to give a clear indication as to how the blocks of flats are provided with the main services. Electricity, telephones and gas are dealt with first and are comparatively straight forward to explain. The water service is very much more complex in arrangement and a detailed explanation is given. The information contained in this section is based on the present knowledge of the Central Committee and the Factor. Small alterations, however, may have been made to individual flats over the years therefore, in each case, before carrying out any work, professional advice and help should be obtained and the position checked.

While proprietors may employ their own plumbers for internal works, all mutual plumbing matters **MUST** be dealt with by the Factor.

Proprietors should **NOT** enter the boiler house or any plant room except at the invitation of, and in the presence of, the Caretaker or Factor.

In event of any emergency in any of the Building Services contact the Caretaker, Factor or Committee Member.

9.1 Electricity

The Scottish Power mains cables run in Craigleith Avenue South. The supply cables enter the buildings and rise on the back service stairs to serve the flats. The power cut out points are placed just outside each flat and within each there is a consumer control unit with master switch, fuses etc.

The actual supplier of electricity varies from time to time depending on market conditions.

Standards for electrical wiring have become stricter since the original installations. Some flats may not have their system properly earthed which is dangerous, could cause fire and probably would affect insurance cover. It is imperative that each flat is checked and rectified where necessary.

The supply and metering of electricity to the garages has been introduced and removed randomly over the years. There is no regular pattern, each garage being different.

Stair lighting is supplied by City of Edinburgh Council and controlled by them via time switches. If there is a problem with timing please notify a member of the Committee or the Caretaker who will notify the Council.

It is the responsibility of each proprietor to ensure that the wiring within their own flat meets current standards. If the wiring in your home has, to the best of your knowledge, had no attention since the flats were built, it might be prudent to have a tradesman make an inspection and let you have a report on its condition.

Installing and maintaining an electricity supply to the garage is the proprietor's own responsibility. Originally there was no electricity supply to any of the garages but over the years some proprietors have installed a supply although the means by which this has been achieved is varied.

9.2 Telecommunications

Note: It would be preferred if all external cabling could be restricted to the service stairs. Historically, cabling has been dropped down front elevations which spoils the aesthetic appearance of the frontage and may attract scrutiny from Historic Scotland.

Telephones - BT

BT cables run along Craigleith Avenue North, where there are three manholes marked “BT”. From there the cables run under the north courtyard, and into a junction box in the floor of the boiler house adjacent to the north rubbish chute. The cover of the junction box is marked “Post Office – Telephones”. From there, the lines are distributed to individual flats via external cables which run up the service stair and enter each flat through a point above the kitchen door, normally terminating in a master socket inside the telephone cupboard next to the living room fireplace. Most flats will have extensions distributed from the master socket.

Since 2002, BT has been obliged to make its telephone lines available to other suppliers, so you can arrange for your telephone service to be provided by a large number of companies without changing your telephone number.

Broadband

If your flat has a BT telephone line, you should be able to use it for ADSL broadband simply by subscribing to a suitable service and plugging an ADSL filter into each of your telephone extension sockets. Normally, your supplier will provide the filters when you sign up for your broadband service. There are a large number of possible suppliers in the Edinburgh area, so the market is quite competitive. It is not necessary to use the same supplier that supplies your telephone service to supply your Broadband, and it is best to shop around to find the best package. ADSL Broadband speed will generally be limited to about 6MB at present because of the distance between Ravelston Garden and our telephone exchange (Donaldson’s).

Television.

All new and replacement TV cabling should enter flats via the service stairs and no wiring should be fixed to the outward facing walls. **

Satellite TV

No satellite dishes are allowed unless agreed by the block committee. Furthermore Satellite Dishes are subject to Listed Building approval. **

These items updated AGM 2017

Telewest (now Virgin Media) installed fibre-optic multi-media cable along Craigleith Avenue North, and offered TV and telephone services to all three blocks in Ravelston Garden around 1997. There was no interest at the time from Centre and East blocks, so the cables were only extended to West Block. The cables for West Block emerge from the ground, partially concealed by a white conduit, in front of flat No 35, and go vertically up to the roof and around the parapet to two junction boxes on either side of the parapet adjacent to the north chimney stack. Individual feeds for each flat then travel down the front of the building to enter under the window-ledge of the small window in the living room. Cable TV and telephone lines would then have been extended to the positions requested by the owner of the flat at the time.

Not all proprietors in West Block took the Cable TV and telephone option, so some flats still have a BT telephone line. It is relatively easy to switch between the two options, but there may be a connection fee and some re-wiring of extensions involved.

Cable TV telephones cannot be used for ADSL broadband, so the choice is either to take the service from Virgin Media, which is potentially much faster than ADSL, but at a price, or to have the BT line re-connected, also at a price.

9.3 Gas

The Network Scotland gas main runs in Craigleith Avenue South and supplies enter the flats by the boiler house of each block where there is a separate control for each vertical unit of four flats. Within each flat there is a consumer's control unit in the kitchen, unless this has been removed at some time. There is a second supply for the communal boilers with meters in the under-stair cupboards by the boiler houses. These are read monthly. The actual gas supplier varies according to market conditions. If one is in difficulty, or one smells what could be an escape of gas, then telephone the National Gas Emergency Service (0800 111 999) immediately and notify the Caretaker.

9.4 Cold Water

Water is supplied by Scottish Water and the mains run in Craigleith Avenue South and Craigleith Avenue North. The water main in Craigleith Avenue North appears supplies only the two stand pipes in the Lock-up Court on the North side of the flats. The toby which gives control to these stand pipes is situated on the pavement, near the drive-in from Craigleith Avenue North, in each case. The key/tool is held by the Caretaker. Water supplying the stand pipes on the South side of the flats is taken from the main as it enters the flats themselves. The toby giving control of water to these stand pipes is situated in the Lock-up Court on the ground, on one's right just before descending the first flight of steps from the Courtyard.

The water main first appears in the boiler house of each block on the South wall. There are water control valves on the main just after the bifurcation.

The cold water supply to all fittings in each flat is taken direct from the rising main. Apart from the individual control valves at each fitting, there is a main control valve for the cold water as it enters each flat. This is situated in the cloakroom, just inside the main entrance

door, and is below a removable cover on the floor. There should be a brass plate screwed to the skirting board indicating the exact position.

Pipe Serving	Control Valve Location
Mains for the cold water as it enters flat.	Under hatch in floor of cloakroom. Brass plate on skirting board indicates the location.

Each cold-water rising main is visible in the main staircase as it travels to supply the main cold water storage tank. There are two cold water storage tanks in each block, one in each roof tank room.

The water storage cisterns feed the hot-water boilers which supply the domestic hot water. There is a control valve under each cistern. This water is known as the feed water and can be picked up in the boiler-house where it enters the hot water system. (Labels are attached to all water control valves in the boiler house.)

9.5 Hot Water

The domestic hot water boilers are connected with the hot water storage cylinder by a primary heating circuit of flow and return pipes. There are controls on each of these pipes so that the boiler can be isolated for cleaning or in an emergency. The Andrews boiler pumps the water to the hot water storage cylinder which is situated in the roof tank rooms. From this small storage cylinder there is a further pipe, without control valves, leading to the open atmosphere. The hot water cannot rise above the level of the cold water in the storage cistern in the tank room. To keep the hot water always on tap, a return is taken from this small hot water storage cylinder to the large hot water storage. This provides a secondary circuit.

The return of the secondary system supplies all the domestic hot water to each flat and is a very complex arrangement.

Each vertical unit of four flats has its own return pipe supplying the hot water. Two of the four return pipes have control valves visible from the main stair, just outside the tank room. The equivalent valve for the other two pipes is situated above the ceiling of the appropriate top flat bathroom. Access to this can be got through the small trap door in the ceiling immediately inside the bathroom door. There are five branches of this return pipe which pass down through each flat to supply the sanitary fittings; there is a pipe to supply all the bedroom wash-hand basins, a pipe to supply all the hot water towel rails, a pipe to supply the bathroom and kitchen fittings, a pipe for the linen cupboard and a pipe to supply the cloak room fittings. All five pipes carry hot water. At the bottom of these drops, the five pipes are collected into one return pipe again and this travels to the large hot water storage cylinder in the boiler house.

There are therefore four return pipes entering the boiler house to connect with the cylinder. Each pipe has its own control valve. Three of these control valves are situated in the boiler house, but the fourth - the return from the North West wing - has its control valve in the cloakroom of the ground floor flats situated alongside the cold valve under the floor of cloakrooms in flats 3, 19 and 35.

The domestic hot water for each vertical unit of four flats can be isolated by closing the valve at the top of the hot water return pipe, and also the valve at the bottom of each return pipe, noting that in one case in each block this occurs within the ground flat house.

All normal sanitary fittings like baths, W.C.s, wash basins or sinks can be changed, added or removed without difficulty by use of the control valves available in each flat. A complication arises, however, concerning the hot water towel rail, they are supplied on a drop pipe passing through the flats for this service alone. In the top flat, in each case, just below the ceiling, there is a control valve on this hot water pipe. In the ground floor, there is a control valve at the foot of this drop pipe, but it must be noted that the lowest connection from the towel rail of the ground floor house joins this drop below the floor, and therefore beyond the control of the valve on the drop pipe. If a hot water towel rail has to be removed for any purpose, this can be done as follows – if the towel rail is on the first, second or third floors, close the valve on the drop pipe at the ceiling of the top flat and close the valve on the drop pipe at the floor in the ground flat, but here one must also close the valve on the ground flat towel rail, otherwise water will by-pass the control valve through the towel rail and rise up from the main storage cylinder. This completely isolates the drop pipe and towel rails may be withdrawn or replaced. If the ground flat towel rail is involved, then one must isolate the whole vertical unit of four flats by closing the main valve on the return at the top and the main valve on the return at the bottom before it enters the hot water storage cylinder in the boiler house.

Each wing return pipe splits into five branches at the top floor level. These five branch pipes travel down through the wing supplying hot water to the sanitary fittings in each flat. At the bottom of these drops, the five pipes are collected into one return pipe to be fed back to the boiler house.

Each of the five branch pipe serves the same fitting across all four floors of the wing. There is one pipe supplying:

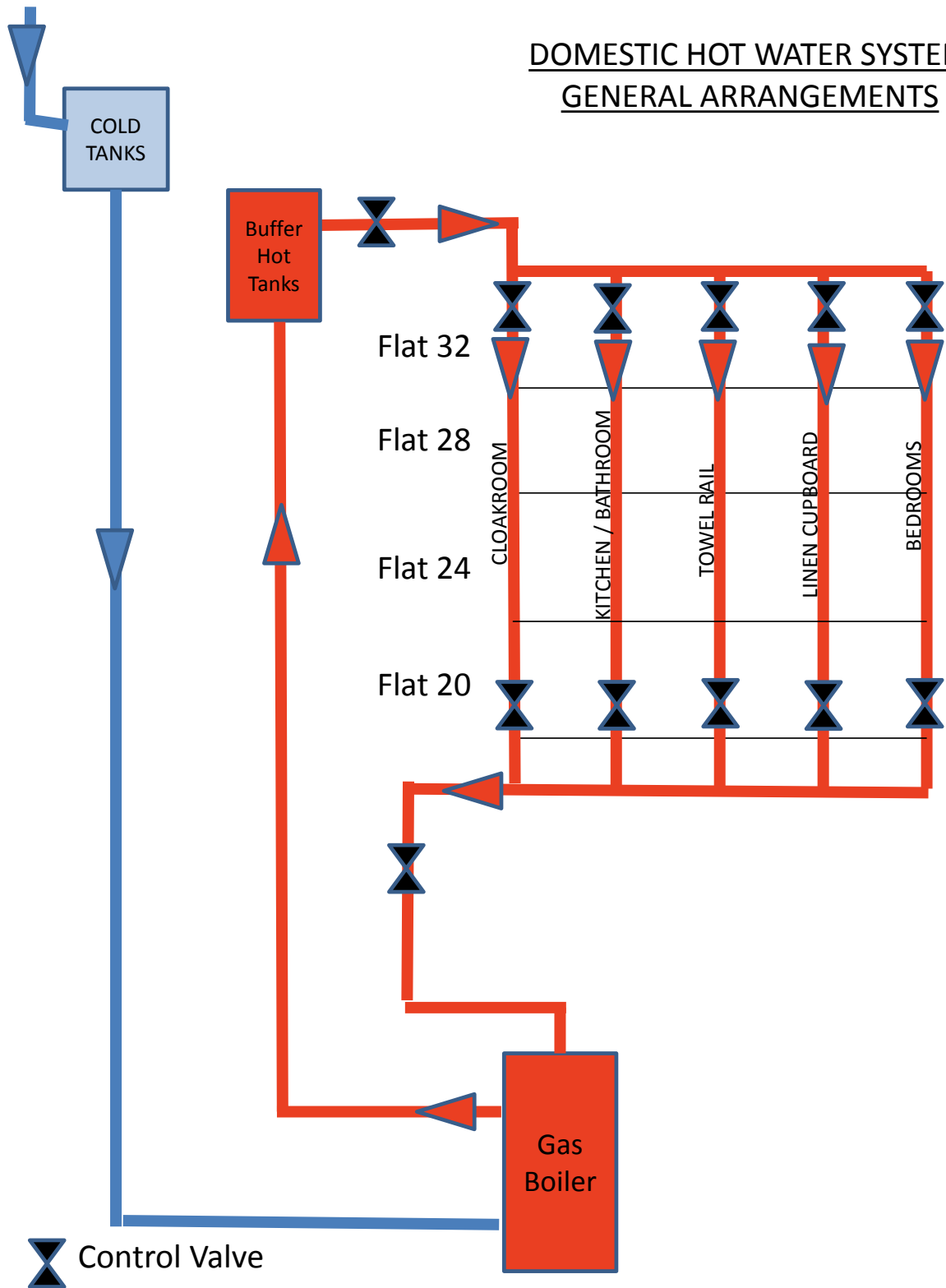
1. the bedroom **wash-hand basins** (3 per flat - main bedroom, small bedroom, bathroom)
2. the hot water **towel rail** (1 per flat located in the bathroom)
3. the **kitchen sink and the bath**
4. the **linen cupboard**
5. the **cloakroom sink**

Do not, under any circumstances, alter the diameter of any of the communal pipework as this will have repercussions throughout the whole system.

This is a gravity-feed system. Tap and shower fittings should be compatible with a gravity system otherwise flow problems will arise with the appliance. The addition of a pump to assist hot water flow in any flat will cause general problems with flow of hot water throughout the building.

Under no circumstances should any proprietor attach a radiator to the communal hot water system. This system serves hot water only and must remain clean and free from ferrous deposits.

DOMESTIC HOT WATER SYSTEM GENERAL ARRANGEMENTS



Each of the four vertical wings of the building has its own hot water supply pipe serving the flats contained within the wing. Four supply pipes travel from the hot water cylinder in the boiler house to the top of the building. (There is a reserve tank located in the tank room at roof level.

Control Valves

Wing Control Valves

Each wing return has its own top and bottom control valve.

Top Valve:

- The control valves for two of the four return pipes are visible from the main stair just outside the tank room on the top floor. These control valves serve wings SE and NW.
- The equivalent valves for the other two pipes, serving wings SW and NE, are situated above the ceiling of the appropriate top flat. Access to these is through the small trap door in the ceiling either immediately inside the bathroom door (SW wing) or just above the front door (NE wing).

Bottom Valve:

- Three of these control valves are situated in the boiler house, but the fourth – the return from the North West wing - has its control valve in the ground floor flat. This is situated alongside the cold valve under the floor of the cloakrooms in flats 3, 19 and 35.

The domestic hot water for each vertical wing of four flats can be isolated by closing the valve at the top of the hot water return pipe, and also the valve at the bottom of each return pipe, noting that in the NE wing in each block this occurs within the ground floor flat.

Branch Control Valves

Control valves are located at each level on the branch pipe enabling the fittings within each flat to be isolated. All normal sanitary fittings like baths, W.C.s, wash basins or sinks can be changed, added or removed without difficulty by use of the control valves available in each flat.

Branch Pipe Serving	Control Valve Location
Wash-hand basins (main bedroom, small bedroom, bathroom)	Left of vanity sink in small bedroom
Towel rails	Left of towel rail in bathroom
Kitchen fittings and baths	Under sink in kitchen – pipe visible on wall surface?
Linen cupboards	Floor of linen cupboard
Cloakroom sinks	Left of sink in cloakroom

There is a further control valve under the kitchen sink – pipe hidden within wall. It is unclear, at point of writing, what this serves and further investigation is required,

Towel Rails

A complication arises concerning the hot water towel rail. The towel rails are supplied on a drop pipe passing through the flats for this service alone. In the top flat of each wing, just below the bathroom ceiling, there is a control valve on the towel rail hot water pipe. In the ground floor flat, there is a control valve at the foot of this drop pipe, but it must be noted that the lowest connection from the towel rail of the ground floor house joins this drop pipe below the floor, and is therefore beyond the control of the valve on the drop pipe.

If a hot water towel rail has to be removed for any purpose this can be done as follows:

- If the towel rail is on the first, second or third floors, close the valve on the drop pipe at the ceiling of the top flat and close the valve on the drop pipe at the floor in the ground flat, but here one must also close the valve on the ground flat towel rail, otherwise water will by-pass the control valve through the towel rail and rise up from the main storage cylinder. This completely isolates the drop pipe and towel rails may be withdrawn or replaced.
- If the ground flat towel rail is involved, or if it cannot be shut off to close the by-pass loop described above, then one must isolate the whole vertical unit of four flats by closing the main valve on the return at the top and the main valve on the return at the bottom before it enters the hot water storage cylinder in the boiler house.

Important Note:

The towel rail cannot be altered and remain connected to the communal hot water supply. The original towel rail is designed to be part of the hot water system whereas modern-day towel rails are designed to be part of a central heating system.

9.6 Liability for Cold and Hot Water Pipes

The hot and cold water pipes are common to the building. They are not the property of individual flats. Proprietors must not interfere with communal pipework without prior consent from the block committee, factor and appointed site heating engineers. Any faults arising with the pipework or valves must be reported to the Factor. Liability lies with the block to rectify faults except where proprietors have implemented unauthorized change - in which case liability for rectification lies with the proprietor. Should the proprietor fail to rectify the change within reasonable time, the factor will initiate repair at the owner's expense.

9.7 Boilers, Gas Burners and Central Heating.

Each block is served by one "Andrews" boiler without any stand-by. The servicing agents can vary between the three blocks and according to market conditions

Central heating only serves the main stair case and is an extremely simple system. The feed water to the heating system is supplied through a header or make-up tank situated next to the main cold water storage cisterns in the roof tank rooms. The water in the heating systems circulates without any control valves, other than the valves provided on each separate radiator. To carry out any work of maintenance or repair, the whole system can

easily be drained of water by closing the valve at the header tank and draining from the boiler in the boiler room. (This system is no longer operated having been discontinued on the grounds of economy and it is now unlikely that it could be revived)

Heating of individual flats is the responsibility of each proprietor and must be entirely separate from the communal heating system.

9.8 Lifts

The lifts were installed - by Messrs. Hammond and Champness Ltd. The servicing agent varies according to market conditions.

There is an electrical isolator switch for the lifts in the boiler room, and another in the motor room at the head of the lift shaft. Any problems over the lifts should, in the first place, be referred to the Caretaker who will, if necessary, inform the Factor. The Caretaker has a key to the lift shaft and can retrieve dropped objects.

9.9 Emergency Access to Boiler Room

Access to the Boiler Room is strictly forbidden except in the company of the Caretaker or Factor. If, however, an emergency arises and the Caretaker is not available, access to the Boiler Room may be gained using the Reserve Key. In the glass-fronted box to the right of the first flat service door in each block there is a key to the appropriate Block boiler room. If it should be necessary to use this reserve key it might be better to have another Proprietor with you if possible. Do not endeavour to break the glass with the hand – some instrument should be used. Also, extract the key carefully or a quite severe cut could be suffered.

9.10 Underground Drains.

Searches have been made in the 'City's' records but no entries for Ravelston Garden were found. From a visual inspection it appears that the main drains start in the South courtyards and pass under the buildings and join the main sewer in Craigleith Avenue North. [This could be confirmed by commissioning a specialist contractor.] NMRS/RCAHMS hold original drawings for Ravelston Garden, including some plans.

9.11 Maintenance of Common Parts

The table sets out the obligations of each proprietor with regard to the maintenance of common parts. The first column notes the provision made. Columns two and three note the reference point for that provision; the 'Title Deed' column being the original source and the 'Regulations and Rules' column indicating later amendments.

Title Deed Provisions	Title Deed Reference
Shared parts - Block	Maintenance provisions
Ground	
Access roads to block and garages	1/16
Courtyards of block and garages	1/16
Plots between block and access road on	1/16

Title Deed Provisions	Title Deed Reference
east	
3ft strip on west and north of each block and retaining wall bounding garage area to south	1/16
Basement and entrances thereto	1/16
Main entrances, entrance hall, main and back stairs, cupboards under the stairs, common passages, elevator and all its mechanism	1/16 – including the decoration, cleaning, heating and lighting
Central heating and hot water	1/16 - maintenance, insurance, repair, replacement and operating charges
Rubbish chute and containers	1/16
Elevator and cistern house and stairs and common passages thereto, hatchways, roof, balconies on the roof and doors and parapet walls thereof,	1/16 – maintenance, insurance, repair, replacement and operating charges
Chimney heads, rhones, rainwater conductors, drain, soil and other pipes and all others common or mutual to the block	1/16
	1/16 – of any other charges for the maintenance, insurance, repair and replacement and any other services common to block not mentioned but which are required in connection with the use and enjoyment of the block – including caretaker and others, heating lighting cleaning domestic hot water or otherwise.
Shared rights (all 3 blocks)	
Gardens, wall and fences and all others common to the three blocks	1/47
	1/47 share of maintenance of caretaker's house including rent, rates, taxes, insurance and its share of everything else.
	1/47 of any other charges for the maintenance, insurance, repair and

Title Deed Provisions	Title Deed Reference
	replacement and any other services common to the three blocks not mentioned but which are required in connection with the use and enjoyment of the three blocks – including caretaker and others, heating lighting cleaning domestic hot water or otherwise.
Shared rights (with other proprietors of the same garage block)	
	Maintenance of roof and walls of own garage.
Rhone and rainwater conductors	Equal share.
Use Restrictions	
Dwellings not to be used for trade, business or profession	
Not used for anything which shall be or become a nuisance to other proprietors	
Obligation to insure subjects for full value against fire and to rebuild.	
Elevator only used as passenger lift and not for luggage, furniture or goods – use the back stairs for these items	
Not beat or hang mats or carpets or hang washing or clothes out of windows or on the balcony or the common passages or stairs or any other common property	
Garage only to be used for private garage but may be leased for such use to another person but not sold separately from flat	
No proprietor may change or alter the garage doors or windows.	
Bound for purpose of deciding all things common to be a member of block association which has power to appoint a committee of three to decide all block questions and to order all common matters to be carried out including	

Title Deed Provisions	Title Deed Reference
insurances – committees in turn constitute central committee for all things common to gardens	

It is currently understood that garage windows and doors are individual responsibility.

9.12 Trades & Services

When engaging tradesmen or receiving delivery of goods and services proprietors are responsible for ensuring that:

- Trades and Services do not park on the front drive.
- Trades and Services should park vehicles in adjoining street or in front of proprietor's garage; not in the garage area blocking access to either the boiler room or to any other proprietor's garage.
- Trades and Services attend the proprietor's property via the appropriate service stair and do not enter any part of the main stairwell.
- Under no circumstances do tradesmen and delivery men use the lift for the conveyance of goods and materials.

10 Gardens

1. Our Feu Charter places a responsibility upon us, as Feuars, to maintain “said areas as garden or recreation ground.....all to the satisfaction of us and our foresaids” (March 1937).
2. Nearly half of our costs – excluding Sinking Funds – is spent on our Caretaker who occupies at least two-thirds of his time on the gardens, thus satisfying our responsibility under the Feu Charter.
3. The Category A-listing of the buildings means that their setting, like the buildings, is covered by the Listed Buildings Consent process. The gardens are therefore subject to strict obligation on their care, maintenance and design.

11 Factor

11.1 Contractual Framework

This section will be subject to ongoing review.

11.1.1 Decision to Use a Factor

The proprietors agreed in 1997 to employ the services of a Factor to professionally manage the maintenance of the Ravelston Garden site rather than manage this via the internal committee structures.

11.1.2 Factor Details

James Gibb Property Management Ltd
4 Atholl Place,
Edinburgh
EH3 8HT
0131 229 3481 (fax: 0131 229 3771)
<http://www.jamesgibb.co.uk>

11.1.3 Contractual Agreement

The factor is contracted by the “Ravelston Garden Proprietors Association” on behalf of all proprietors. The “client” for the factor is the Central Committee led by the Chairperson. The agreement with the factor can be terminated with one months notice at any time.

The current contract is dated 15th May 1997.

11.1.4 Services provided by the Factor

The role of the Factor is to manage the common building and garden issues for Ravelston Garden. Proprietors are responsible for their own apartment. This section should be read in conjunction with earlier chapters which cover the role of the Caretaker, Chairperson, Block & Common Committees.

Note: It is impossible to document all issues that may occur so any description of the role of the factor will be open to interpretation or change as time progresses.

Services to be provided by Factor with due skill, care and diligence:

Collection of instalments	The Factor will collect instalments from proprietors, hold funds in accordance with RICS Members Accounts Regulations and arrange appropriate disbursement. The Factor is entitled to charge proprietors interest on overdue accounts at the rate above the bank base rate specified in ‘Contract Specifics’ below.
Regular Inspection	The Factor will perform regular inspections of common areas.
Service Charge Accounts	The factor is responsible for estimating the forthcoming year’s expenditure and the required monthly subscription from each proprietor. The Factor maintains an individual statement of account

	for each proprietor and issues statements on a quarterly basis. The Factor administers the Sinking Fund for each block.
Contractor Management	The Factor will select, contract and manage 3rd party suppliers. The main contracts are outlined in the next section and in the chapter relating to Building Services.
Assist With Staff	The only permanent member of staff is the Caretaker. The Caretaker is a direct employee of the “Ravelston Garden Proprietors’ Association”. The Factor assists with the engagement and supervision of the Caretaker. Supervision and co-ordination of the Caretaker’s activities is explained in the “Caretaker” chapter. Day-to-day instructions are issued via the Factor but the legally accountable employer is the “Ravelston Garden Proprietors Association” represented by the Central Committee and respective Chairperson. The Factor administers the employment conditions of and payments to the Caretaker in line with contractual, legal and HMRC requirements.
Retain Documents	The Factor is required to keep files related to the property as supplied and developed. Note: documents prior to 1997 were held by the Central Committee.
Routine Enquires	The Factor is obliged to attend to enquires from the Central Committee, auditors, solicitors etc. as required.
Monthly Financial Updates	The Factor is required to provide updates on the financial position of the Ravelston Garden Proprietors’ Association. They are required to retain evidence of expenditure and produce VAT invoices and any other documentation on request.
Secretarial Services	The Factor provides secretarial services for the Central Committee and AGM and deals with correspondence arising.
Contract Specifics	[Note: the details below have been extracted from the original contract. For more up-to-date values refer to the section ‘Variables’.] Frequency of inspections: Once every week The Factor is authorised by the Ravelston Garden Proprietors’ Association to expend any sums for the benefit of the property up to an agreed limit - See Appendix 3 - Variables – Factor Spending Limit.

Period of time for sending written statement of account:

Interim: **one week**

Annual: **Eight weeks** (subject to auditing)

Accounting periods:

Interim financial updates: **Monthly**

First accounts: **Annually**

Specified rate above bank's base rate: **3%**

Specified bank: **Royal Bank of Scotland** (See Appendix 3 - Variables – [Specified Bank](#))

Basis of remuneration

A fixed fee of **£100.00 + vat** per property per annum will be charged payable monthly in advance at the rate of **£8.33 + vat** per property.

The Factor is not permitted to retain any commission received for arranging insurance in respect of the property.

The hourly rate for additional work charged by the hour is to be **£35.00 + vat**.

Month of review of rates: **May**

Note: The fixed fee and the interest rate may be adjusted annually but only in proportion to the changes in the Retail Price Index from the figure current at the time of the last review to the last published monthly figure before the review date.

(See Appendix 3 - Variables – [Factor's Remuneration](#))

11.1.5 Services not provided by the Factor

The following are *not* part of the service provided by the Factor:

- Subletting properties
- Attending (legal) hearings
- Dealing with local government matters including planning permission, building regulations and listing issues
- Supervising services not contracted via the Factor
- Authorising and supervising works which exceed the agreed expenditure limit
- Advising on health and safety
- Supplying extra copies of statements of account and copies of any other documents
- Dealing with or advising on applications for alterations

**** Section 11.1.5 Updated November 2018.**

11.1.6 Annual Re-Appointment

“Re-appointment of the Factor” is a standing agenda item at the Ravelston Garden AGM.

11.1.7 Contacting the Factor

Issues related to your own residence are primarily your own responsibility. However, the Caretaker & Factor have a wealth of experience with your buildings and gardens, and can be contacted for advice. The first contact point for common building or garden issues should be the Caretaker or the representatives of your Block Committee. Should either the Caretaker or Committee not be able to assist you then contact the Factor directly.

James Gibb have appointed Neil Main to work on Ravelston Garden affairs. Neil is available at neil.main@jamesgibb.co.uk or on 0131 229 3481.

The Managing Director of the Edinburgh office is Nic Mayall; available at nic.mayall@jamesgibb.co.uk.

In event of an emergency, the Factor has a 24-hour emergency maintenance response line. Call 0131 229 3481 to hear the recorded message with emergency phone numbers.

11.1.8 Co-ordination Across Blocks

The Block Committees and the Factor retain a list of open and resolved issues. This is primarily to ensure all issues are tracked but it also provides a useful reference on recurring and common problems. Issues should be raised in the first instance with a member of the Block Committee. Issues may be raised directly with the Factor but a member of the Block Committee should always be informed to ensure the issue is known to the Committee.

11.1.9 Concerns & Complaints

Ideally, you should feel able to raise any concerns directly with the Factor. Should this not be possible then you should escalate any concerns in first instance to the Block Committee. If a particular issue is still not dealt with to your satisfaction then you should contact the Chairman of the Central Committee.

11.1.10 Accounts and Billing

The Factor manages the finances on behalf of the Central Committee. Each Proprietor is required to pay sums due in a timely fashion.

11.1.11 Block Funds

Each Block (East, Central, West) has a slightly different cost structure and associated running costs. The Factor maintains accounts for each Block separately. Each Block holds an account referred to as the “Sinking Fund” intended to be used for large and occasional expenditures.

11.1.12 Quarterly Billing

The Factor issues a quarterly account summary to each Proprietor. This is based on the proportion of costs that are due by each Proprietor, and so will vary from block to block and, in some cases, from proprietor to proprietor.

11.1.13 Monthly Standing Order

Each Proprietor is obliged to set up a monthly standing order payable to the Factor.

11.1.14 Initial Cash Float

New Proprietors are obliged to make an initial payment to the Factor to cover initial incidental expenses. This is then included in the ongoing account balance.

11.1.15 Ad-hoc Large Payments

The monthly standing orders & contributions to the block sinking fund are not intended to cover all costs. Major cost items such as the general painting scheme etc. are normally planned in advance and presented to proprietors for their endorsement.

11.1.16 Change of Proprietor

The solicitor for an *outgoing* proprietor generally contacts the Factor to request a final account. The solicitor for an *incoming* proprietor generally contacts the Factor notifying them of the formal handover date. The Factor then writes to both the *incoming* and *outgoing* proprietors or their representatives confirming the final cost split. It is at this stage that the *incoming* proprietor, via their solicitor, should receive their own copy of the “Green Book” – the proprietor’s manual detailing the Rules & Regulations.

11.2 Sub-contracts

Use of 3rd Parties

The Factor selects, contracts and manages 3rd party suppliers for the provision of the following goods and services.

- Boiler Maintenance
- Elevator Maintenance
- Cleaning services
- Bin cleaning services
- Gardening Support
- Valuation inspections for buildings insurance
- Buildings Insurance
- Common block gas supply
- Common block electricity supply

These contracts are reviewed regularly at Central Committee Meetings.

The Caretaker is a direct employee of the “Ravelston Garden Proprietors Association” and is not a 3rd party service.

12 Appendices

12.1 Appendix 1 - Caretaker Duties

RAVELSTON GARDEN PROPRIETORS' ASSOCIATION

JOB DESCRIPTION

JOB TITLE: Caretaker/Gardener

REPORTS TO: Factor

GENERAL DESCRIPTION OF DUTIES:

1. To ensure that the grounds, including shrubberies, flower beds, lawns and perimeter hedges are maintained to a high standard.
2. To clean boiler rooms, external lower stairways, courtyards and access roads.
3. To carry out general maintenance work, including painting of Association property and to assist individual Proprietors in essential minor repairs.
4. To maintain the refuse system and keep all bins clean and ready for collection.
5. To maintain a good basic knowledge of Health and Safety procedures and be aware of best and safe use of cleaning materials.
6. To undertake routine checks of the buildings and record meter readings.
7. To liaise with contractors who are on RGPA contracts and log their presence.
8. To carry out such other work as may be assigned from time to time by the Chairman of the Association or the Factor.
9. To be proactive in carrying out duties.
10. To adhere to the Rule of the Association at all times.
11. Comply with current and future recycling regulations.

NATURE AND SCOPE:

Ravelston Garden consists of three blocks of flatted dwelling-houses with garages attached. There are 48 flats, 16 in each block and Flat No. 1 in the East Block is occupied by the Caretaker/Gardener.

The Association is managed by a Central Committee elected by the Association and in addition, there are separate Committees for each of the three blocks.

The Caretaker/Gardener is a full-time position and it is not open to the incumbent to undertake any other employment without the consent, in writing, of the Association.

Certain routine activities including attending to the boiler rooms and cleaning lower external stairways and courtyards are carried out on a year-round basis.

The amount of gardening work depends upon the season with peak grass cutting activity taking place in spring and summer. The large extent of beech hedge which surrounds Ravelston Garden is trimmed in the autumn at the start of the dormant period and when necessary to keep it tidy.

Apart from keeping the pathways clear of frost and snow the emphasis during the winter months is on inside work and this can involve painting the internal public areas in the three Blocks.

CARETAKER DUTY LIST

GENERAL

Be in attendance for emergency only on Saturdays and Sundays and outwith normal working hours on weekdays. It is appreciated that this attendance will have to be on a reasonable basis permitting of normal social activities.

Help to reinforce the rules and regulations of the Ravelston Garden Proprietors' Association.

Exercise authority over Tradesmen and others working in and around Ravelston Garden and bring to the attention of the Chairman any suspicious or unusual activity by strangers. Use best endeavours to achieve the following:

- a) Prevention of misuse of the lifts by tradesmen and delivery people.
- b) Prevention of the misuse of the lifts for the removal or installation of furniture or heavy goods.

In extreme cases of difficulty, the lift in question maybe put out of commission to achieve this.

Help prevent the misuse of Ravelston Garden private grounds by others e.g. people taking shortcuts through and walking their dogs on the grounds.

Draw the attention of the Chairman or a Member of the Committee in the Block concerned to any repair works which are considered necessary and when such repairs have been instructed see that they are carried out.

Assist proprietors in essential minor emergency repairs, e.g. replacement of fuses, replacement of tap washers, clearing of blocked house drains (sink, wash-hand basins etc.)

Take in parcels in the absence of a proprietor and act as "key holder" if required.

Take the initiative in carrying out duties and don't wait to be asked to do things.

DAILY ROUTINE

Place bollards to prevent misuse of driveways during term time.

Flatten cartons, tie in bundles and convey to boiler house ready for corporation collection. Ensure that any bags of rubbish are uplifted promptly. This work to be completed no later than 9 a.m.

Proprietors must make their own arrangements for the uplift of large and bulky items. Removal of furniture and bulky electrical items should be arranged when ordering replacements. If a proprietor needs to dispose of any large items of rubbish via the Council then please ensure they do not put items out on the pavement until the day of uplift.

Contractors must remove their own rubbish from the site and leave external areas clean and tidy.

Do not store anything in the boiler rooms for any proprietors.

Sweep out the boiler room and keep clean and tidy at all times.

Keep clean the entrance halls forecourt and service courts paying particular attention to removal of wastepaper, cigarette ends etc.

Lifts to be kept clean and runners for the gates kept free of all dirt.

Sweep up and remove any build-up of gravel and dead leaves in the main driveways and garage areas as required. Apply weed-killer and remove any moss as required. Lift any litter without delay and brush concrete areas with moss inhibitor such as Jeyes fluid as required.

Ensure that all doors are kept locked at all times. Check that all door closers are working properly and adjust any that are not.

The internal and external staircases should be kept free from dirt, grit, and the like to enable the cleaners to have a straightforward task in keeping these stairs clean. (Note) This is particularly important when Tradesmen are at work on the flats.

Ensure that drain holes at back door landings are not blocked.

Clean off any drip marks from wall below rubbish chute hatch.

The lower external staircases, in particular, must be kept clean and whilst a daily sweeping of the stairs will be required, they should be washed down weekly, (except in frosty weather when icing might create a danger.)

The external ramps and lower staircases must also, in winter time, be kept free of snow and ice, using salt when necessary and endeavours should be made in very severe weather to keep the steeper gradients on the South side of the flats free from ice by the use of salt.

An final round is to be made each day to check the boilers and other equipment are all in order; thereafter the boiler house doors should be locked. During this round all lights should be checked and faulty bulbs replaced as soon as possible. The doors giving access to the roof should be checked on this round also to ensure that they are kept bolted as serious damage is likely to result if these doors are left unlocked in windy conditions.

WEEKLY ROUTINE

An inspection is to be made of boiler houses, checking conditions of all boilers and gas firing equipment. If any defects are noticed, contact should be made immediately with the appropriate expert.

Boiler houses are to be kept tidy and washed out as necessary with Jeyes fluid or similar.

Lift and shake door mats and sweep mat wells. Door mats should be washed and mat wells mopped.

The glazed doors should be cleaned and all door brasses polished with special polish.

Remove cob-webs at high and low levels in internal areas and in service stair areas.

MONTHLY ROUTINE

All drains are to be inspected and kept in a clean condition. This inspection should include roof drainage points and the collection and removal from the roofs of any accumulation of leaves and other debris, particularly from corners where damp areas are likely to develop. More intensive care of the drainage system will be necessary during the autumn when there is an abundance of leaves to cause blockage.

The glazed doors and panels in the back stairways should be cleaned every month. (Remove paint from glass first.)

The external lanterns and the external and internal shades are to be kept clean both inside and outside.

Undertake a brief risk analysis prior to carrying out any of the above duties and apply best practice when undertaking the work.

ACCORDING TO SEASON

All boundary hedges are to be trimmed during the dormant period, late September/early October, and before growth starts in March/April. Depending on growth it may be necessary to trim once again during the mid-summer months. Shrubberies are to be pruned and tidied as necessary.

Rose bushes are to be pruned at the appropriate time and beds kept hoed and free from weeds. Lawns should be kept trim with edges kept neat and sharp.

At all times, the grounds, flower beds, shrubberies and borders outside of hedges must be kept in a neat and tidy condition. Frequency of cutting the lawns will depend on growth conditions. Leaves and grass cuttings should be stored methodically for future use as compost.

Supplementary Notes for Caretaker

These notes are intended to assist the new caretaker during the period when he is familiarising himself with the buildings and the grounds. They should be read in association with the formal list of duties and any other relevant detailed papers.

Emergencies

Each Block finances and controls any repairs to communal property with that Block. In the event of an emergency (e.g. a blocked drain) the caretaker should inform the Block Convenor or, failing him, a Block Committee member and obtain authority to put repair work in course. If no member of the Committee is available and the work is urgent, the caretaker may arrange for a tradesman to put in course such work as is immediately necessary. The Block Convenor should be informed as soon as possible.

Where an emergency repair or any other work requires the cutting off of water or other services, all residents in the Block should be warned before this is done.

Float

The caretaker holds and accounts for a float which is supplied by the Factors, to whom receipts should be produced. This is largely for the purchase of petrol for the lawn mowers. See Appendix 3 - Variables – [Caretaker's Float](#).

Refuse Collection

This is a special collection at present on Tuesday mornings. The collectors have a key for the boiler houses but the doors need to be locked after them. Each boiler house has one spare bin which may need to be brought into use if the other binds become full during the week. The team of three get a Christmas tip being taken from the float and replaced later. See Appendix 3 - Variables – [Refuse Collection Tip](#). In exchange for this, they normally take bulky extra refuse which would normally require a special collection. If black refuse bags are offered these should be accepted and stored in the boiler house. Recycling rules may change so adapt to new requirements as necessary.

Stair Lighting

The lighting on the external and internal stairs and over the entrances to the Blocks is provided and serviced by the local authority. The “on” and “off” times are controlled by clocks in the boiler houses. Strictly speaking, these should be set only by the lighting department but it is possible to override the clocks when light is needed on a very dark day. The stair lighting department should be called upon to replace lamps when required.

Passenger Lifts

The lifts are serviced three times per year. They are also inspected at least once per year by the insurance inspector. The call-out charge after hours or at weekends is very high and the lift company should only be called out at such times when absolutely necessary.

The lifts are not to be used for the conveyance of goods. Where tradesmen refuse to comply the lift can, if necessary, be switched off from the marked switch in the boiler house.

Television Aerials

The junction box and boosters are located in the lift machinery room at the top of the stairs. Caretaker has the key.

Entry Systems

There are telephone entry systems in all three blocks. For the Centre Block, the controls are in the lift machinery room. For the West and East Blocks, the controls are in the boiler house.

Boiler House

All services (water, gas, electricity and telephones) are channelled through the boiler house. The last three are fairly straightforward but the water system is complex. Each flat (including the caretaker's) holds a description of how the water system works and this needs to be studied. The more important meters and pipes in the Centre Block boiler house have been identified by labels. The other two boiler houses are laid out on the same pattern.

All three Blocks installed new Andrews gas boilers between 2005 and 2008 and they are each covered by an annual contract with the gas company which provides an annual service and all repairs and free replacement parts. There is one water pump in the heating system, no standby. In the event of a breakdown in the water system call the Factor. Immediately

The boiler house should be swept out and scrubbed with bleach and disinfectant once a month.

Gardens

Roses are pruned back hard October/November except for bed in front of flat 33, West Block, which is pruned after Christmas. Roses have, in the past, been supplied by Andersons of Aberdeen.

After pruning, spray with "Multirose" and again in May and September to keep down greenfly. When supplies of Multirose, weedkillers, bonemeal, etc. are required, agree order with the Factor who will obtain from preferred supplier. Compost leaves.

Mowing machines are currently repaired by Melvins. Small hand machines are taken to the firm but they will come and collect to the heavier machinery.

Mulches: There are some black refuse bags at the back of the West Block containing grass cuttings, etc. which will be rotted ready for 1995 season and there is a compost heap under the laurel tree at the north end of Centre Block drive.

Snow and Ice

After snow, a narrow path should be cleared down each drive and the area immediately outside the front door and the sloping driveways into the garage forecourts on the south side of each Block. The last flight of stairs from the rear stairways to the garage yards should also be cleared of snow and ice and salted.

A supply of salt is stored in the cupboards by the boiler house entrances. Contact the Factor for advice on preferred supplier. The Factor will advise whether the account will be paid by the Factor or if the order will come “cash on delivery”. If it is to be paid cash on delivery then it will be necessary to find out in advance the cost of the order and to obtain cash from the Factor ready to pay for it.

12.2 Appendix 2 - Letters to Proprietors

The following items are of historical interest but also have some relevance to present day.

12.2.1

RAVELSTON GARDEN PROPRIETORS' ASSOCIATION

NEWSLETTER EXTRA

Ladies and Gentlemen,

Flat Living

As a number of flats have changed hands recently and, as we all need to be reminded from time to time, we thought we would include a few remarks on the subject of living in a community of flats such as Ravelston Garden.

Although our flats – having been built in the late 1930's when regulations were pretty strict – have excellent sound proofing laterally, they are by no means sound-proof vertically, particularly if the wooden block floors are not carpet fitted. Both the large and the small bedrooms have windows overlooking the garage yards and those flats at the front or east-facing have bedrooms overlooking the main driveway.

These factors by no means diminish the value of our flats. Indeed sound-proof qualities, particularly when windows are double-glazed and all inside doors are closed, are very much better all round than in flats built in the last 20 years or so.

In any flats proprietors must continue to have a greater awareness of neighbours than was the case when we lived in a private house surrounded by a large area of garden. This propinquity and awareness are not only negative factors. They most positively contribute to a happier and more eventful life for a lot of us, particularly those living on their own.

May we invite proprietors to discuss with their neighbours, above and below, what steps they might take to minimise the interference caused by thoughtless action. Many of us will, quite naturally, do certain things that never occur to us will disturb those above or below. This interchange should be undertaken in a spirit of friendly co-operation with the aim of encouraging more social contact and less anti-social behaviour. Many of us have already forged such a link with our neighbours and this newsletter might be the means by which others may follow.

It would be iniquitous of us to list examples of such behaviour. If we just stop and think we will all realise the contribution we each can make toward happier flat living for all.

Your committee appreciates that their role is more in the areas of property and service management. However, we hope you will forgive us for this first attempt at encapsulating the philosophy of community life.

January, 1987

CHAIRMAN

RAVELSTON GARDEN PROPRIETORS' ASSOCIATION

Letter to all Proprietors

20 February 1998

Dear proprietor,

As there have been several changes in Proprietors over the last two or three years – and, on behalf of the Committee may I bid a hearty welcome to you all – your committee thought that it would be helpful to draw the attention of all to the loose-leaf folder which contains the Rules, Regulations etc. relating to the “conduct of the Flats at Ravelston Garden”. These were first drafted in 1950 – after the Flats, originally leased through Jenners, were bought by Proprietors at the end of 1948 – were updated in 1979 and again in 1995.

If you do not have your folder please contact the Factor, Mr Derek Gibb (0131 229 3481) who will send you a copy.

These Rules and Regulations are designed to enable the three blocks of properties and their surrounds to present – and perpetuate – so far as is reasonable, the same outward appearance as existed when they were first built. They bind Proprietors to accept common responsibility to pay for the costs of achieving those ends by whatever means their elected committee decides. Furthermore, the Feu charter empowers the Association to make “such rules for the conduct of persons in and about the said blocks of dwelling-houses and garages and ground.....as are considered necessary to promote the amenity....and the comfort and convenience of the owners...and impose penalties for the breach of any such rules”.

One of the most important of these Rules is Rule 5, which states “Proprietors shall endeavour to ensure that goods, messages etc. are delivered to the individual flats by means of the service stair and entrance provided for that purpose and by no other means”.

The front halls, staircases and landings are all decorated and carpeted and must not be used for goods access.

Our passenger lifts – now some 60 years old are rated for passengers ONLY – they are not rated for the carriage of goods NOR ARE THEY INSURED for that purpose.

Would proprietors please ensure that they give precise instructions to suppliers of furniture, kitchen equipment, carpets and other installations – and to workmen and their materials – to use the back yards and back staircases and back doors. This also of course applies to removal vans.

Your committee also asked me to circulate a copy of a letter on the subject of “Flat Living” which I drafted in 1987 for the then chairman to circulate.

Sorry to give you yet more reading material – but I hope it will all help us to live more happily together.

Yours sincerely,
(signed RB Weatherstone)
Chairman

RAVELSTON GARDEN PROPRIETORS' ASSOCIATION

Dear Proprietor

CARETAKER'S DUTIES

Over the past few months I have been made aware of the extent to which some of us depend upon our caretaker, Mr Nevin, to help us in so many different ways. Mr Nevin, by nature, is a caring person and will obviously want to carry on as he has been doing in the past; but we should remember that he is a "caretaker" and not a "warden".

Your committee are anxious to avoid Mr Nevin placing himself in such a position that might be questionable regarding both his interests and the Association's consensus of responsibility.

There are two particular areas in which we feel guidance should be given –

Firstly, in the case of an emergency or when a proprietor asks for assistance for whatever reason, we should not expect Mr Nevin to react other than as a caring neighbour or in accordance with the "Standing Instructions to Caretaker". In this instance he is being invited to enter the property by the proprietor and in his or her presence.

Secondly, in the case of a suspected emergency, we should not expect Mr Nevin as nominated key-holder to enter a proprietor's property except in the company of a member of committee (or a near neighbour if no member can be found). This would also cover situations that might arise in the absence of a proprietor or following the departure from the flat by a proprietor prior to sale and clearance of household effects.

In times of illness or other disability we would hope that proprietors or their relatives would arrange the necessary programme of assistance using the available statutory, voluntary and private agencies available as indeed some of us are already doing.

Mr Nevin is aware of the content of this letter which he will attach to his copy of "Standing Instructions to Caretaker".

R.B. Weatherstone

CHAIRMAN

January 1992



RAVELSTON GARDEN



It is now seventy years since the Ravelston Garden flats were first occupied. They may have been somewhat ahead of their time but today demonstrate the value of an inspired architectural vision. Designed by Andrew Neil and Robert Hurd the flats were an attempt to create a Scottish national architecture – described by Hurd as ‘bold simplicity threaded by an odd streak of vanity’. They are rare and striking example of Art Deco design with a Statutory Listing – Category A – by Historic Scotland. – ref. HBNUM:30264 item no. 84MF. A statutory notice and guidance on procedures was served on each proprietor by the Planning Authority in June 1991.

Tim Dawson [Sunday Times] captures the ‘spirit of place’ of Ravelston Garden – ‘Jenner’s flats, as they were originally known, are among the most elegant and recognisable purpose-built flats in the city. Built in 1936, they were the last word in elegant sophistication. They were, factored by the department store favoured by ladies who lunch, hence the name. The three blocks designed by Neil and Hurd, have the appearance of liners on an ocean of green. The nautical theme is carried through inside. The common stairs are adorned with sculptural swirls of handrail that evoke the great days of sea travel.

Every building is packed with information about attitudes at the time of its construction. The arrangement of rooms, the quality of furnishings and positioning of doors and windows all reveal aspects of the ideas and ideals of those who shaped a house or flat. Few domestic developments – particularly of flats – have ever expressed attitudes and opinions quite so clearly as the Ravelston Garden flats in Edinburgh. These were built for people with money, big cars and staff. The intention is that you should be able to live in the same style and comfort as you might in a large town house but without the cost and inconvenience. At the heart of the idea is the acceptance that you have a live-in staff member and maintain public and private areas of the flat’.

Along with the privilege and pleasure of living in such a unique environment comes a responsibility to maintain its architectural integrity. The owners become custodians of part of the nations heritage. Buildings of this kind, inevitably, require a level of co-operation between owners to keep the common parts and to maintain the spirit of the original design concept, while keeping relevant to life in the twenty first century.

To protect these aims the Disposition [Title Deeds] for each flat requires the formation of a Proprietors’ Association which is given the powers to make rules and regulations which attempt to detail best procedures, etc. [ref. the green folder] and to monitor these there is an elected committee for each of the three blocks and an overall central committee.

In addition each owner has a legal responsibility to obtain formal approval for any alterations additions or interventions from Historic Scotland through the Planning Department of the City of Edinburgh. This applies to all the common parts [including the grounds] and to many features within each flat.

Ultimately, however, best endeavours are useless without the respect and co-operation of all owners and residents.

In EDINBURGH [1992] Charles McKean writes of Ravelston Garden -
‘from 1935.....Jaunty blocks of international style flats on a butterfly plan, complete with roof gardens, canopies and curving garages. Particularly clever design incorporating up-to-date labour saving devices. Must have caused a fair stramash amidst the douce opulent villas of the Dykes’.



12.3 Appendix 3 - Variables

The following limits will be reviewed by the Committee and Factor annually before the AGM and will be presented at the AGM for approval as part of a revised edition of this Green Book.

Limit	Approved
<u>Committee Spending limit</u> No obligations in excess of £5,000 shall be incurred by the Committee except with the sanction of a General Meeting.	AGM 1995
<u>Borrowing Limit</u> The Central Committee may from time to time, at their discretion, without the sanction of a General Meeting, borrow such sum or sums for the purposes of the Association as they may think fit but not exceeding £5000 .	
<u>Factor Spending Limit</u> The Factor is authorised by the Ravelston Garden Proprietors' Association to expend any sums for the benefit of the property up to a limit of £8,500 .	
<u>Interest on Unpaid Assessments</u> The Factor is at liberty to apply a charge to proprietors on overdue accounts at the specified rate above bank base rate: 3%	
<u>Bank</u> Royal Bank of Scotland	
<u>Factor's Remuneration</u> The Factor's fee for the coming year will be £7608.36 which equates to £161.88 per property per annum. This will be charged payable quarterly in advance at the rate of £40.66 per property.	
<u>Caretaker's Float</u> The Factor will supply the Caretaker with a cash float of £100 .	
<u>Refuse Collection Tip</u> The team of three bin men get a Christmas tip of £10 each, the £30 being taken from the float and replaced later.	
<u>Insurance Valuation Date</u> The property was last valued for insurance purposes in 2011 by Shepherds. The Factor holds the valuation certificate.	

13 Version History

This table should be updated each year with AGM updates/approvals.

Version	Date	Description
Draft	October 2011	Initial draft – to be submitted for approved at AGM.
Draft	Nov 2015	Draft – to be submitted to Central Committee for approval.
Final	Jan 2016	Current version 2016