

Office Use: «property\_type»

**WRITTEN STATEMENT OF SERVICE**

**Subjects covered by this Written Statement of Service are «Property»**

These are the terms and conditions for the provision of a factoring service to owners by GOVAN HOUSING ASSOCIATION LIMITED, incorporated under the Industrial and Provident Societies Acts (Registered Number 1686R(S)), being a Scottish Registered Charity (Charity Number SC009055) Property Factor (Registered Number PF000200) and having our Registered Office at 35 McKechnie Street, Glasgow G51 3AQ. We are referred to as “the Association”in this document.

Monday, 15 November 2021

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**1.0 INTRODUCTION**

* 1. A factor is a person or an organisation who manages a property on behalf of the owners. As property owners, you and other owners in the building, including the Association where it owns one or more dwellings, will make decisions in relation to shared property or common parts. Association staff will put those decisions into action and arrange for the repairs, maintenance, renewal or improvements to be carried out.
  2. The Association provides a property factoring service to owners under the terms and conditions of their property titles, other formal documentation with legal effect, and relevant legislation including the Title Conditions (Scotland) Act 2003, the Tenements (Scotland) Act 2004 and the Property Factors (Scotland) Act 2011.
  3. The Association aims to provide an efficient and effective factoring service to owners who have a common responsibility for properties and/or land.
  4. This document has been produced to complement your Title Deeds and not replace them.

1. **AUTHORITY TO ACT AS FACTOR**
   1. The Association is the Property Factor acting for and on behalf of all owners of the block of flats and/or land of which your property forms part.
   2. The basis on which the Association was appointed to act as Property Factor is either: (a) in accordance with the provisions of the title deeds relating to your property; (b) in accordance with the Tenements (Scotland) Act 2004; (c) the Association has entered into individual factoring agreements with the owners to whom they provide factoring services; or (d) the Association has historically provided a factoring service and has continued to carry out this role on a day to day basis of custom and practice.
2. **SERVICES PROVIDED**
   1. Core Services

The Association will provide the core services set out in Schedule 1, part 1, annexed. The Association will have no liability for any failure to instruct repairs on its own initiative following a visit to the property, the block of flats or common land of which it forms part.

3.2 Delegated Authority

# The Association has the delegated authority of the owners within the block or common land to instruct and carry out repairs, renewal and maintenance to the common parts of the block or common land being factored provided that the anticipated cost to each owner of any one item at the time when it is instructed will not exceed the sum stated in your title deeds or such other sum as may be agreed with a majority of owners of the block or common land to which the works relate. If the anticipated cost of any such item exceeds the sum stated in your title deeds it shall be instructed and carried out only when the work has been approved in accordance with the provisions of your title deeds. The Association may also instruct works at a cost exceeding the sum stated in your title deeds if the works are required in an emergency or it considers the expense to be justifiable on grounds of health or safety and in these circumstances the Association shall recover the costs of that work in terms of Schedule 2 of this Agreement.

# 3.3 Additional Services

# The Association may provide services out-with the core services set out in Schedule 1, part 2 (including major repair works and improvement) if it is authorised by the relevant owners within the block or common land to do so in accordance with the provisions of your title deeds. The cost of such works will be confirmed to all of the owners within the block or common land prior to the work being carried out and the costs of carrying out the work shall be apportioned in accordance with Schedule 2 of this Agreement.

# 3.4 The Govan HOME Team

# The Association has a subsidiary – The Govan HOME Team. The subsidiary employs a range of qualified operatives, including: joiners, plumbers, electricians, landscape gardeners, etc. The Govan HOME Team carries out reactive repairs, planned maintenance and estate caretaking works.

1. **COMMUNICATION AND CONSULTATION**
   1. The Association is committed to continually improving the service it offers to owners. To this end, the Association are happy to meet with owners, individually or collectively, to discuss issues of concern or to consult with you over new proposals. The Association recognises that communication and consultation is essential in providing the highest possible quality of services to owners.

4.2 To ensure that we communicate and consult effectively with you we will:

* provide regular, accurate, up-to-date information;
* use straightforward, accessible language, only using technical terms where absolutely necessary;
* ensure that communication is tailored to the needs of particular audiences;
* make full use of the range of communication methods available;
* respond efficiently and effectively to requests for information, enquiries and complaints;
* communicate decisions clearly and on time;
* use information from owners to inform decision-making, and shape improvements to our services;
* contribute to open communication;
* keep ourselves informed and up-to-date;
* be accessible, approachable and promote open and responsive communication;
* develop and operate effective two-way communication systems;
* provide advice and support to employees and contractors in relation to communication.

4.3 The Association will communicate and consult with our owners in a number of ways including:

* Website;
* Newsletters;
* Telephone, email, letters, text, face to face in our office or at your property;
* Social Media;
* Community meetings;
* Surveys; and
* Closed meetings.
  1. Consultation on Repairs to Properties

When the need for major repairs or renewal is identified the Association will give notice to all owners to advise them of the need for the work, the estimated costs of the work and the share of the cost that would be applied to the particular owner. Notice will be given in writing in one of three forms:

* by sending it via electronic mail to the owner;
* by delivering the notice to the owner’s property; or
* by posting the notice to the property or any other address that the owner is known to have.

4.5 Consultation on Improvement Works to Properties

When improvement works are proposed the Association will give notice to all owners to advise them of the scope of the work, any grants that may be available, the estimated cost of the work and the share of the cost that would be applied to the particular owner. The decision whether to proceed with the works will be made in accordance with the provisions of your title deeds.

4.6 When appropriate, the Association will arrange a meeting of all the affected owners, with attendance from officers from the Association, to discuss and explain the works that are proposed and to answer any questions.

4.7 The Association will not provide information which is misleading or false. The Association will not communicate with owners in any way which is abusive, intimidating or threatening. However, the Association will provide reasonable notice to the appropriate owners that it may take legal action for non payment of fees and charges if that need arises.

4.8 If any owner informs the Association that they are experiencing difficulty in paying charges, it will provide contact details for agencies that provide money advice; including advice from our in-house Money Advice Service and Energy Advice Service.

1. **FINANCIAL OBLIGATIONS**

5.1 Management Fee

The Association will charge a Management Fee for carrying out its function of providing the core services including those services listed within this clause. This fee will be reviewed on an annual basis and you will be advised of any increase no later than 28th February with the increase taking effect from 29th March. The current management fee is £136.52 (excl VAT) per annum for flatted properties or 15% of any charges for main door properties. The Management Fee will be payable in two equal payments and will form part of your six monthly invoice issued in accordance with clause 5.8 hereof. The Association is registered for VAT and therefore have to charge VAT for its services at the relevant rate to this fee.

5.2 The Management Fee is the charge for managing the block and / or common land of which your property forms part. This includes:

* Arranging maintenance and repair of the block common parts or common land;
* Liaising with contractors and seeking the best service and price;
* Administrative costs in sending invoices, letters and newsletters;
* Providing credit control to ensure that everyone is invoiced for their respective share of costs;
* Working together with solicitors to recover outstanding debts on behalf of the owners of the block or common land;
* Liaising with electricity/gas companies to make sure all charges are accurate and fair, make payment of electricity/gas invoices and recover the cost from the owners within the block or common land.
* Liaising with Glasgow City Council to make sure close lighting charges are accurate and fair, make payment of electricity invoices and recover the cost from the owners within the block or common land.

5.3 If, because of the complexity of a particular repair, or because of any other reason, the Association is involved in additional work beyond its routine management duties it may charge an additional fee in relation to a particular matter, provided the same is reasonable and in accordance with the amount of time spent by the Association in dealing with the matter in question.

5.4 Insurance

The Association will charge an insurance premium to all owners on the Association’s global buildings insurance policy. The premium will be charged in two equal instalments which will be included in your six monthly factoring invoices referred to in clause 5.8 hereof. The Insurance premium is calculated as set out in schedule 3. Further information on insurance can be found in section 7 – Insurance.

5.5 Allocation of Costs

You are responsible together with the other owners in the block or common land for a share of the maintenance and repairs carried out in relation to the block or common land. Your share will be charged in accordance with your title deeds or where appropriate the Tenements (Scotland) Act 2004 / Title Conditions (Scotland) Act 2003.

5.6 Each owner within the block or common land is responsible for a share of the other costs involved in maintaining the common parts of the block or common land e.g. close cleaning, landscaping, etc.

5.7 All charges, assessments and outgoings for water, electricity, fuel, and public or statutory utilities payable in respect of the common parts of the block or common land will be charged as per your title deeds.

5.8 Invoicing

The Association will provide you with a paper invoice for your share of costs incurred twice a year. The invoices will relate to the following time periods:

29th March – 28th September

29th September – 28th March

5.9 Your invoice will detail what you have been charged for.

5.10 The Association will provide a detailed account of all charges billed and paid for in the preceding year or six months; either through an annual statement or through your six monthly invoices.

5.11 Payment

To ensure that the Association can continue to provide your common property with this service you will have a period of 28 days from the date of the invoice in which to make payment. If an invoice is not paid in full, the Association will have no option but to follow the steps set out in its Factored Owners Debt Recovery Procedure, which is available on request from the Association’s office.

5.12 To ensure that payment is convenient for you there are a number of easy ways to pay:

* By cheque made payable to the Association;
* Bank transfer;
* Bank giro slip;
* Cash;
* Chip & Pin;
* Over the telephone; or
* Standing order.

5.13 Factors Float

Some of the title deeds for properties factored by the Association include provision for a factoring float. A factoring float is a refundable common charges deposit. If your title deeds include this provision, a factoring float in the sum of £100 shall be payable by each owner at the point of purchase of the property and maintained at the required level during your period of ownership. The float is payable to the factor and all required top ups are due upon a written demand therefor being made. This sum will be held by the Association on behalf of the owners. The Association has an accounting structure set up for the factors float which allows the factoring float to be separately accounted for. The Association have the authority to use the money paid by an owner to meet any debt owed to the Association in its capacity as factor for the block and / or common land and to require the Owner to restore the float to the required level upon a written demand being made.

5.14 Sinking Fund

A sinking fund is a fund formed by periodically setting aside money for the replacement of a major element or part of a building which will require high cost maintenance or renewal in say, ten to twenty years such as a lift. Sinking fund payments are allocated to the property asset and are not refundable, unless otherwise stated in your title deeds. Thus, if you sell your property the sinking fund will not be repaid to you but will be available for the new owner to cover all or part of the cost of the maintenance or renewal that it was being set aside for. The Association has an interest baring accounting structure set up for sinking funds (such as lift replacement), thus allowing sinking funds to be separately accounted for. Interest will be added annually and will be based on the rates applying to the Association’s interest bearing instant access account with the Royal Bank of Scotland.

5.15 Change of Ownership

Owners must notify the Association when they sell or dispose of property factored by the Association, together with the date of change and identity of the new owner. On receipt of notification of such sale, the Association will arrange to apportion the charges and sums due by the current owner for the period to the date of sale. An administration charge, currently £15.00 will be made to any owner selling a property within the block or common land for the apportionment of common charges and updating of information as to ownership. In addition, a charge of £50 will be levied by the Association for any documentation requested by or on behalf of an owner, for example building warrants, guarantees, etc. These charges will be set every year as part of the factoring charges review.

# 5.16 On ceasing to be a factored owner, the owner is entitled to repayment of their factors’ float (if applicable) after deduction of any sums due by that owner to the Association in their capacity as factor of the block and / or common land.

5.17 Owners should inform the new owner that the property is factored by the Association.

5.18 New owners will be issued with the Written Statement of Factoring Services provided by the Association.

# 5.19 Private Letting

# If an owner privately lets their property, be it a residential property or a commercial one, the Association will pursue the owner for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant. A lease will regulate the agreement between the owner of the property and their tenant. Any sums due in relation to common repairs and factoring are payable by the owner of the property and any enforcement action will be taken against them.

1. **DEBT RECOVERY**

6.1 In the majority of cases the Association has already paid contractors for the works contained in the owners’ factoring accounts before the factoring invoices are issued. It is therefore very important to us that your account is paid in full within 28 days of a written demand.

6.2 The Association has a clear written procedure for debt recovery, which outlines the series of steps that will be followed. If any owner informs the Association that they are experiencing difficulty in paying charges, it will provide contact details for agencies that provide money advice.

6.3 Debt Recovery Procedures

The Association has systems in place to ensure the regular monitoring of payments due from owners. The Association will issue timely written reminders to inform individual owners of any amounts outstanding.

6.4 Owners will be given 28 days to settle their account or enter into a payment arrangement if acceptable to the Association.

6.5 The Association may place a Notice of Potential Liability over your property. This notice will alert prospective purchasers, mortgage companies, etc. to any outstanding or potential debt owed to the Association in its capacity as factor.

6.6 The Association will not take legal action against an owner without taking reasonable steps to resolve the matter or without giving notice of its intention. We will treat owners fairly, with forbearance and due consideration. However, if legal action is necessary the Association will seek to obtain a decree and recover expenses (as awarded by the court). A decree is an order of the court formally finding a debtor liable to pay a sum of money to a creditor awarded by a Sheriff at court and allows the Association to recover the amount outstanding plus expenses.

6.7 The decree gives the Association power to recover the debt by:

* An Attachment Order which allows property belonging to the debtor to be seized and sold to pay off the debt. Such property must be owned by the debtor but held outside the living area of their home;
* An earnings arrestment, whereby your employer deducts some of your wages prior to paying you and pays them to us via a sheriff court;
* Arrestment and Action of Forthcoming or sale, which is an action raised for the recovery or money or property arrested in the hands of a third party;
* Inhibition against a property lasting up to five years which prevents the owner from selling his or her property or business without first settling the debt specified in that inhibition;
* Sequestration where a debt is £3,000 or more.

6.8 A full copy of the Association’s Debt Recovery Procedure will be made available on request.

6.9 The Association will seek to recover charges for administering accounts that are in arrears. In addition, we will seek to recover the following charges for accounts that are in arrears:

* The costs of issuing sheriff officers’ letters (£10 plus VAT, after invoice sent and two reminder letters, approx. 49 days after invoice is issued).
* The costs of issuing a solicitor’s letter (£20 plus VAT, sent after a notice of court action, approx. 75 days after invoice issued).
* The costs of registering a Notice of Potential Liability over a property (£75 plus VAT, when arrears greater than £250.00 and greater than 12 months old).
* Expenses and interest in relation to court action (set by court following action)
* The costs of registering an Inhibition (set by Sheriff Court)
* The costs of engaging a solicitor to pursue any debt due.

6.10 If one or more owners in a block or common land persistently fail to pay factor fees or their share of repair, maintenance, renewal or improvements to the common parts of the property, the factoring service provided by the Association may be discontinued with the Association withdrawing from provision of the factoring service upon service of Notice to the owners. This would include preventing the 24/7 response for emergency repairs and removing services like grass cutting and caretaking where this is provided.

6.11 Owners should be aware that free, independent debt advice is available from a several organisations such as:

Citizens Advice Scotland

<https://www.citizensadvice.org.uk/scotland/debt-and-money/>

Telephone: 0800 028 1456

1. **INSURANCE**

7.1 The Association has, and maintains, adequate professional indemnity insurance.

7.2 The Association does not provide contents insurance to owners. Owners must ensure that they have adequate contents insurance for their property.

# 7.3 The Association will ensure that buildings insurance cover is in place for all blocks of flats and all development common parts which will automatically be covered to full reinstatement value and which will include public liability insurance cover over same. If Domestic properties are not insured under the Association’s global policy as the title to the property does not require such inclusion, property owners must provide details of their buildings insurance cover upon written request from the factor. Failure to provide these details or have adequate cover will result in the Association including the commercial property on the Association’s global policy and enable the Association to recover the premium payable from the property owner.

# 7.4 Commercial properties are not generally insured under the Association’s global policy unless the titles to the properties require such inclusion - Commercial property owners must provide details of their buildings insurance cover upon written request from the factor. Failure to provide these details or have adequate cover will result in the Association including the commercial property on the Association’s global policy and enable the Association to recover the premium payable from the Commercial property owner.

# 7.5 The premium applicable to your property is calculated as set out in Schedule 3 of these terms and conditions together with details of the insurer, the total sum insured, the premium paid, any excesses which apply and a summary of the policy information. Any changes to the insurance cover, premium, etc. will be communicated to you in writing on an annual basis. We will also provide owners with an annual insurance statement [or a statement within three months following a change in insurance provider].

# 7.6 If a claim requires to be made on the building insurance each owner shall contact the Association which will provide adequate details in order for the owner to make the claim. The Association will not submit insurance claims on behalf of owners. Decisions on whether a claim is settled, is the responsibility of the insurer and not the Association.

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# 7.7 If the title deeds permit owners to take out their own buildings insurance for their property they will be required to provide evidence that such insurance is in place and covers a share of the common parts of the building and development common parts and public liability cover and continues to be in place on an annual basis. Should this evidence not be provided on written demand from the factor, the Association will insure the property on the owner’s behalf and the whole annual premium therefor will be applied and will be due by the owner to the Association.

7.8 The Tenements (Scotland) Act 2004 provides that there will be compulsory insurance for all flats within a tenement. That Act stipulates that the duty of an individual owner to insure his or her own property should be for the reinstatement value and not the market value. This is an absolute requirement, irrespective of any provision in the title deeds. Each owner must take out building insurance that covers the Prescribed Risks set out in paragraph 7.9:

7.9 The risk of damage to a flat or any part of a tenement building attaching to that flat as a pertinent caused by:

(a) fire, smoke, lightning, explosion, earthquake;

(b) storm or flood;

(c) theft or attempted theft;

(d) riot, civil commotion, labour or political disturbance;

(e) malicious persons or vandals;

(f) subsidence, heave or landslip;

(g) escape of water from water tanks, pipes, apparatus and domestic appliances;

(h) collision with the building caused by any moving object originating outside the building;

(i) leakage of oil from fixed heating installations; and

(j) accidental damage to underground services.

1. **CARRYING OUT REPAIRS AND MAINTENANCE**

8.1 As factors the Association aims to deliver a high standard of maintenance and repairs. Repairs procedures have been developed to ensure that repairs are carried out to a good standard, at a reasonable cost and within target timescales set by the Association’s Management Committee. When carrying out repairs the Association will work to cause the minimum inconvenience and nuisance as is reasonable in the circumstances.

8.2 The Association will undertake all processes relating to reactive repairs, planned and cyclical maintenance and/or major repair/improvement works. The Association will notify, consult and/or inform owners of the progress of major work, including estimated timescales for completion, as appropriate to the works proposed and the title deeds.

8.3 Repairs will be carried out either the Association’s subsidiary – The Govan HOME Team or by private contractors. Contractors will be appointed in line with the Association’s policies which state when quotes or tenders are required.

8.4 Where repairs are necessary, the full cost will be divided between the relevant owners in accordance with the shares for maintenance laid down in the title deeds. The Association is authorised to instruct works of repair, which it considers necessary, up to the value as stated in your title deeds or as amended following an agreement reached at an owners’ meeting, although there is generally no restriction on issuing instructions for emergency or urgent repair work.

8.5 Under the terms of the title deeds of the property, deed of conditions, or in terms of the Tenements (Scotland) Act 2004, it is each owner’s responsibility to clean and take care of the common areas such as close, stairs, landing, backcourts, gardens, grounds, etc. In its role as property factor the Association is entitled to arrange for this to be carried out with charges due by the owners.

# 8.6 The Association’s **target** timescales for reactive repairs are as follows:

* **Emergencies** - To be made safe within 3 hours
* **Urgent -** Carried out by the end of first working day following notification
* **Routine -** Carried out within ten working days
  1. Repairs will sometimes take longer (for example, if the contractor has to order spare parts or if there is difficulty getting access to the common parts as access is only possible through a flat). If you are concerned about how long a repair is taking, or if a repair is not carried out to your satisfaction please contact the Association.
  2. Emergency repair

A repair is only an Emergency if it is causing, or likely to cause:

* A danger to health;
* A risk to the safety of residents or others;
* A risk of serious loss or damage to the occupier’s property;
* Serious damage to the building.

Some examples of Emergency repairs would be:

* Flooding / burst water pipe;
* Blocked main drains or soil pipe;
* Severe fire or storm damage. (although it can often be impossible to access a roof in storm or heavy rain conditions and it may be that nothing can be done until the storm/ heavy rain subsides)

Please note that the Association will only deal with emergencies (or any) repairs associated with the common property. The Association cannot therefore assist with repairs to your solely owned property – which is your front door and anything in your flat, including pipework, drains (until they meet the common drain), ceilings, walls, flooring, windows, etc. If you call out the Association’s emergency contractor for a non-common element you will be liable for the full cost of the call out (approx. £130)

8.9 Urgent repair

Urgent repairs are those that will seriously affect the comfort or convenience of the occupier.

This category will be applied to situations involving the removal of a health hazard or hazard to safety or other repairs which cannot be left to be carried out as routine. Most urgent repairs relate to individual properties which owners are responsible for carrying out themselves. (e.g. loss of power, blocked sinks, heating failure, broken glass, insecure front door). Common urgent repairs are therefore few and far between, but could include roof leaks, dangerous glazing in a close or a dangerous trip hazard in a close

* 1. Routine repair

Routine repairs are those where the defects can be reasonably deferred without serious discomfort or inconvenience to owners, tenants or a third party.

Some examples of ROUTINE repairs would be:

* Repairs to external walls, fences or paths;
* Repairs to close and door entry;
* Repairs to communal TV system;
* Repairs to brickwork, slates or tiles;
* Repairs to or clearing of blocked gutters and downpipes;
* Repairs to close stairs / floors;
* Repairs to close windows;
* Removal of graffiti;
* Repairs to back courts.

8.11 Reporting Common Repairs

Each owner should report any repairs to the Association’s office. Repairs can be reported in the following way:

* Calling into our Office at 35 McKechnie Street, Glasgow, G51 3AQ – opening hours are 09:00 to 17:00 Monday, Tuesday, Thursday, 08.30 to 12.30 on Wednesday and 08.30 to 16.30 on Friday (except public holidays)
* Phoning us on 0141 406 6630 (repairs line). If the office is closed a message can be left on the answering machine. If the common repair is an emergency, the answering machine will provide the emergency contractor’s number.
* Writing to us at Govan Housing Association Ltd,, 35 McKechnie Street, Glasgow, G51 3AQ
* Emailing us at [maintenance@govanha.org.uk](mailto:maintenance@govanha.org.uk) (although you should not use this for emergency or urgent repairs when a phone call is preferred)
* Reporting a repair via our website (again – no emergency or urgent repairs)

8.12 The Association will:

* ensure that its policies for the selection and appointment of contractors for both repair and/or maintenance functions will be adhered to;
* advise how and why it appointed contractors on request by owners;
* make available documentation relating to any tendering process (excluding any commercially sensitive information) for inspection by owners in person in our offices on request;
* ensure that all contractors appointed by the Association have public liability insurance;
* disclose to owners, in writing, any financial or other interests, any commission, fee or other payment or benefit that it receives from an appointed contractor;
* consult with owners before undertaking major repairs in accordance with title deeds;
* ensure that inspections will be carried out in line with its maintenance policies;

8.13 Cyclical maintenance

Cyclical maintenance provides for the regular maintenance of the fabric of the building and associated property, e.g. painting to common parts, cleaning of guttering, checking roof condition and repairing as needed, grounds maintenance (e.g. grass cutting, hedge trimming), lift maintenance, etc. As most cyclical maintenance works are necessary “repairs” the approval of owners on a project by project basis is not required by the title deeds. Many cyclical works are the subject of longer term contracts which are prepared by external consultants (e.g. architects, building surveyors, quantity surveyors). Each owner will be responsible for their share of all costs associated with cyclical maintenance work, including the cost of any feasibility study, consultants’ fees, planning and/or building warrant charges (where applicable) and the Association’s costs and charges.

8.14 Improvements

In many cases of reactive or cyclical maintenance there will be an element of improvement due to improvements in materials, methods of work or technology. From time to time however the Association or other owners may determine that introducing something completely new (e.g. installing a close door in a close that does not have one) or replacing something with a higher specification (e.g. replacing wooden door with ordinary lock with a steel door with magnetic lock) would be desirable. In the event of the relevant owners identifying potential improvement works then these will be carried out in accordance with the provisions set out in your title deeds or upon a decision being made by all of the affected owners to instruct such improvement works. In these circumstances, each affected owner will be responsible for their share of all costs associated with the improvement work, including the cost of any feasibility study, consultants’ fees, planning and/or building warrant charges (where applicable) and the Association’s costs and charges.

8.15 Where periodic inspections of properties are deemed necessary, we will ensure that suitably qualified and trained staff are involved in the inspections and subsequent repairs that maybe required will be assessed and programmed by those with appropriate expertise.

1. **COMPLAINTS RESOLUTION**

9.1 The Association is committed to providing high-quality customer service. It uses the information provided to help improve the services it delivers. If something has gone wrong or if you are unhappy about our service please inform the Association. Owners who raise concerns about the quality/cost of work and other charges should, in the first instance, contact the Association. If disputes are not resolved, the owners will be provided with a copy of the Association’s complaints resolution procedure to enable further steps to be taken to resolve the matter. The Association will ensure that decisions are consistent and that the principle of "reasonableness" is applied to all cases.

9.2 The Association has a clear written complaints resolution procedure, which complies with the SPSO requirements. A copy of our procedure is available on request. A summary of our complaints handling procedure is noted below:

Staged 1: Frontline Resolution

Frontline resolution aims to quickly resolve straightforward owner complaints that require minimal or no investigation. Any member of staff may deal with complaints at this stage. Frontline resolution will be completed within five working days or earlier.

In exceptional circumstances, where there are clear and justifiable reasons, an extension maybe agreed with the owner to ensure a complaint is completely reviewed and addressed.

Stage 2: Investigation

If the complaint requires an investigation, we will acknowledge your complaint within three working days and complete our investigation within 20 working days. If a complaint is complex and requires more than 20 days, the owner will be advised of the reasons in detail.

When the Association’s complaints resolution procedure has been exhausted [without resolving the complaint] our final decision will be notified to the owner in writing. This letter will also provide details of how homeowners may appeal to the First-tier Tribunal for Scotland (Housing and Property Chamber).

Stage 3: Appeal

As noted above, if on conclusion of our complaints process an owner remains dissatisfied with our management of their complaint they can write to the First-tier Tribunal for Scotland. Their contact details are noted below [9.7].

9.3 Who can complain?

An owner, either directly or through a representative, can raise a complaint. The Association will endeavour to respond to all complaints within five working days (as noted above).

9.4 How do you complain?

The Association wants to resolve all complaints quickly and effectively. It can be helpful to talk to a member of our staff at the point of where you feel dissatisfied with our work or service provided. The Association finds that complaints made quickly, and directly can be more easily resolved. You can contact us in person, by phone, email or letter.

9.5 Contact details

If you would prefer to write to us the address is:

Govan Housing Association Limited

35 McKechnie Street, Glasgow, G51 3AQ

Telephone 0141 440 0308

Email: [complaints@govanha.org.uk](mailto:complaints@govanha.org.uk)

9.6 When complaining, you should tell us:

* your full name and address;
* as much as you can about the complaint (what has gone wrong); and
* what you want us to do to resolve the matter.

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

Once the investigation stage has been completed, homeowners have the right to apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) if they remain dissatisfied. The Property Factors (Scotland) Act 2011 allows homeowners to make an application to the First-tier Tribunal for a determination as to whether their property factor has failed to carry out their factoring duties, or failed to comply with the Code of Conduct.

Their contact details are:

First-tier Tribunal for Scotland, Housing & Property Chamber,

Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT

Telephone: 0141 302 5900, Fax: 0141 302 5901

Email: [HPCAdmin@scotcourtstribunals.gov.uk](mailto:HPCAdmin@scotcourtstribunals.gov.uk)

Website: https://www.housingandpropertychamber.scot/home

9.8 To take a complaint to the First-tier Tribunal, homeowners must first notify the Association in writing of the reasons why they consider that Association has failed to carry out its duties, or failed to comply with the Code. The Association must also have refused to resolve the homeowner’s concerns, or have unreasonably delayed in attempting to resolve them.

9.9 The Association will provide homeowners with information about the role of the First-tier Tribunal and give advice on how to apply to them.

9.10 If the Association takes over the management of property [or land] owned by a homeowner from another property factor, the previous property factor must co-operative with us [and vice versa] to ensure the exchange of all necessary or relevant information. This can include information about outstanding complaints. Complaints that have arisen in connection with issues that arose during the appointment of the previous property factor must be dealt with by the previous property factor. Any unresolved issues that require to be addressed can be raised with us but only if continuing failure is present after our appointment, that we are responsible for. Such complaints will be dealt with following our complaints handling procedure.

1. **MANAGEMENT POLICIES**

10.1 The Association will ensure that all members of its staff, and any contractors used by them, are familiar with the duties and requirements imposed by the Code of Conduct for Property Factors and of this Written Statement of Factoring Services.

10.2 The Association will ensure that this Written Statement of Factoring Services and its practices will not unfairly discriminate against any individual, household or group on the grounds of gender, gender identity, marital status, race, disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs or opinions such as religious beliefs or political opinions.

10.3 This Written Statement of Factoring Services has been produced in consultation with the Association’s Executive Management Team and its solicitors. It has been approved by the Association’s governing body. It will be reviewed every three years unless amendment is prompted by a change in legislation or operational requirements. It is the Association’s intention to consult with owners during future reviews.

10.4 Data Protection. For the purposes of data protection legislation, the Association is the Data Controller of your personal information and we will tell you how it will be used and shared. The Association will use your name, address and other contact information to effectively operate our Factoring Services [for example sharing this with the Govan HOME Team so they can carry our required repairs]. We will include your address [but no other personal data] in the public Register of Property Factors, maintained by the Scottish Government. We hold your name, address and other contact information on a secure database with access restricted to approved staff only. Your personal data will be removed from our database if you cease to be a factored customer.

1. **DECLARATION OF INTEREST**

11.1 «Decleration\_of\_Interest»

**12.0 How to End the Factoring Arrangement**

# 12.1 The appointment of the Association as factor may be terminated in accordance with the provisions of your title deeds or by the Association if it decides to no longer factor the building. If your title deeds do not make reference, the Tenements Scotland (Act) 2004, the Tenement Management Scheme and the Title Conditions (Scotland) Act 2003 set out a procedure whereby a majority of owners in the block or common land can appoint/dismiss a factor. Owners should seek their own independent legal advice on this.

12.2 For the purpose of instructing the Association on factoring matters, each owner in the block or common land shall have one vote for each property owned by him and which is occupied by him/her or is separately occupied by his/her tenant or is unoccupied. If the title deeds for the development allocate votes on the matter of factoring/maintenance/repairs in a different manner, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring. Where a property is owned by more than one person and the owners cannot agree that vote is disregarded. Similarly where the Association owns one or more flats in a block it will have one vote per flat that it owns.

12.3 We will co-operate with another property factor to asssit with a smooth transition process in circumstances where another property factor is due to or has taken over the management of property and land owned by homeowners; including the information that the property factor may share with the new, formally appointed, property factor (subject to data protection legislation) and any other implications for homeowners. This will include the requirment for the provision of a letter of authority, or similar, from the majority of homeowners to confirm their instructions on the information they wish to be shared.

**SCHEDULE 1: SERVICES TO BE PROVIDED BY THE ASSOCIATION**

The Association:

# 1. will carry out a reactive cyclical and planned repairs and maintenance service in respect of the common parts of the block and associated property

# 2. may carry out the following services:

# (a) stair cleaning; (b) window cleaning; (c) communal satellite/aerial; (d) communal water pump; (e) lift servicing/maintenance; (f) landscaping; (g) lightning protection; (h) car park gate maintenance; (i) trace heating; (j) canopy cleaning; (k) communal boiler; (l) garden/ backcourt maintenance (m) gutter/roof maintenance

# 3. will instruct the Association’s subsidiary – The Govan HOME Team and/or external contractors to carry out any and all maintenance or cyclical work. All external contractors are appointed in accordance with the Association’s Response Repairs Contractor Policy and/or our Procurement Policy. The decision as to which contractor will be instructed for any particular work will be made on the basis of which contractor, in the Association’s experience, is believed to be the most appropriate in terms of quality and price

# 4. will instruct firms in accordance with our procurement policy which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost to inspect, maintain in good working order, repair, overhaul, replace, renew and operate the plant and equipment used in common by the owners of the block including the cost of provision for renewal and replacement of the same and the full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that the Association consider necessary

# 5. will employ professionals such as accountants, architects, engineers, surveyors or other professional adviser employed to certify any matter or thing to be certified for the purposes of any provisions of this Schedule and the proper costs (but not more than once every year) of an independent professional valuation of the block for the purpose of assisting towards the determination of the full cost of reinstatement of the block

6. will provide, service and monitor fire fighting equipment, appliances (including fire alarm sprinkler systems, smoke detectors and smoke control devices) and any other signs or other notices required by the local Fire Officer and/or insurers (and repair, maintain and renew the same).

# 7. will when instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used.

# 8. will provision of such security equipment and apparatus for the property as the Association shall think fit and proper to employ and/or use and in the provision, maintenance, replacement and renewal of such security equipment from time to time

# 9. will investigate any complaints of unsatisfactory work and where considered necessary by the Association and if so instructed by a majority of the owners arrange for a professional report on the completed repair subject to any fees for same being chargeable to the owners.

# 10. will check contractors’ accounts when rendered, including any charge of VAT.

# 11. will if requested, arrange to make available for inspection on one occasion in each year copies or originals of all contractors’ accounts for that year.

12. will arrange insurances including insurance against loss by fire and other risks normally insured against under a common comprehensive insurance policy (which policy is to cover all the flats within the block and the block common parts) with an established insurance company for the full replacement value which insurance shall be in the name of Govan Housing Association Limited and taken out and held for behalf of all the owners and the holders of bonds or other securities over the same (if any) for their respective right and interests

# **Schedule 2 – allocation of costs of common repairs**

# The provisions within your title deeds set out your allocated share of any repairs to the block or common land which your property forms part of. Your title deeds will specify your share of repair for individual repairs, please note that these may vary from repair to repair, please refer to your title deeds for specific repairs.

# The main share of repairs for your property is as follows:

# Block share: «share\_of\_common\_charges\_1»

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|  |  |  |  |
| --- | --- | --- | --- |
| Address | Tenement Common Parts, including:Solum, foundations, exterior walls and roof, roof space, hatches, common sewers, drains, soil and rainwater pipes, water, gas and other pipes, conductors, electric mains, cables, wires and other transmitters and pipes, common aerials, common entrance door, entry phone, hall, passage, stairs and windows serving common areas, floor coverings of common areas | Development Common PartsBoundary walls surrounding the Development, the roadways and pavements within the Development, the car parking spaces and hard and soft landscaping within the Development | Insurance of Common Parts and Public Liability Insurance |
| «Property» | «share\_of\_common\_charges\_1» | «share\_of\_common\_charges\_3» | «Insurance\_Share» |
|  | «share\_of\_common\_charges\_2» | «share\_of\_common\_charges\_4» |  |

# **Schedule 3 – insurance details**

# The insurance costs payable in respect of insurance for all common parts of the development will be charged to the owners in equal proportions via the six monthly factoring invoices. The calculation of the premium is as follows:-

# Annual insurance premium + 10% administration fee / number of owners

# The insurance policy is reviewed annually in line with line with inflation. Periodic property valuations for insurance purposes will be carried by the Association at their discretion. You will be informed in writing annually, of details of the insurance policy including any changes, for example changes to the insurance cover or premium.

# A summary of the policy information is enclosed. Full details of the policy will be made available for inspection at this office, on request.

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