



November 2021

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 **FAIFLEY HOUSING ASSOCIATION LIMITED**, a registered society registered under the Co-operative and Community Benefit Societies Act 2014, (Registered Number 2384RS), a registered charity (Scottish Charity Number SC037273), registered with the Information Commissioners Office (Registered Number Z5844712) and having its registered office at Skypoint, Lennox Drive, Faifley. We are referred to as "the Association" in this document.

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1. INTRODUCTION

- 1.1. This Written Statement of Services describes the service levels and arrangements between Faifley Housing Association Ltd (herein after referred to as “the Association”) and the owners to whom we provide factoring services. This statement is produced in accordance with the requirements of the Property Factors (Scotland) Act 2011 and the Property Factors Code of Conduct.
- 1.2. Faifley Housing Association Ltd is registered in the Property Factor Register under the Property Factors (Scotland) Act 2011, Registered No. SP02384R and is a Registered Scottish Charity No. SC037273. As a registered property factor the Association is legally required to ensure compliance with the Code of Conduct provided for in the Act, a copy of which can be found on the Scottish Government’s website. The Association confirms it will take all reasonable steps to ensure our property factor registered number is included in any document sent to homeowners relating to our duties as factor
- 1.3. 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
- 1.4. This document has been produced to complement your title deeds and not replace them
- 1.5. The Property Factors (Scotland) Act 2011 defines “Property Factor” as:

“a local authority or housing association which manages the common parts of land used to any extent for residential purposes and owned -

 - (i) by two or more other persons, or
 - (ii) by the local authority or housing association and one or more other person”

The Property Factors (Scotland) Act 2011 defines “Homeowner” as

“an owner of land used to any extent for residential purposes the common parts of which are managed by a property factor”
- 1.6. The purpose of this document is to detail the role of the Association as Property Manager on behalf of all of our factored customers. This document constitutes a Written Statement of Services setting out the arrangements in place for the provision and receipt of Factoring Services from the Association.

2. AUTHORITY TO ACT AS FACTOR

- 2.1. 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.
- 2.2. 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.
- 2.3. The details of our appointment to your block are set out in Schedule 2, part 1, annexed.

3. SERVICES PROVIDED

3.1. 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 routine 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). This threshold is noted in Schedule 2 Part 2 of this Written Statement. 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.

Emergency repairs may be instructed by the Association if the Association 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 from the homeowners in accordance with Schedule 2 of this Statement. The Association will write to all affected owners thereafter, detailing remedial actions and costs. The decision to escalate the repair as an emergency will be made by the Association based on conditions and hazard present

3.3. Additional Services

The Association may provide services outwith the core services set out in Schedule 1, (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. What the Common parts in Your Block/Development?

The title deeds for your property confirm the area for which you are jointly responsible. All registered title deeds, including title plans, are lodged with the Registers of Scotland and you can contact them directly to obtain a copy, on payment of a fee, using the following details:

Registers of Scotland

Phone : 0800 169 9391

Email customerseivices@ros.gov.uk

Online www.ros.gov.uk

3.5. Contractors

The Association will only use approved and authorised contractors for any repair work and will always endeavour to obtain the best value for its customers. Comparative quotations will be arranged, where appropriate, and the Association operates an approved contractor process to ensure contractors are adequately insured to work on your behalf.

4. COMMUNICATION AND CONSULTATION

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

- Website;
- Newsletters;
- Telephone, email, letters, face to face in our office or at your property;
- Block meetings

4.3. Consultation on Repairs

When the need for maintenance, repairs or renewals are identified that exceed the Association's delegated authority 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 delivering the notice to the owner's property;
- by posting the notice to the property or any other address that the owner is known to have;
- by sending it via electronic mail to the owner.

The decision whether to proceed with the works will be made in accordance with the provisions of your title deeds.

4.4. Consultation on Improvement Works

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, and 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.

4.5. When appropriate, and if required by the terms of your title deeds, 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.

4.6. Following consultation with owners the Association will advise the owners, in writing, of any decisions made. Prior to the commencement of any approved common repair, renewals or improvement the Association shall further advise the owners of the commencement date and likely timescales for the completion of the work.

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. Contacting us

- **Contacting us by telephone 01389 877924**

We aim to respond to telephone enquiries within 3 working days.

- **Contacting us in writing**
 - **Faifley Housing Association, Skypoint, Lennox Drive, Faifley, Clydebank, G81 5JY**
 - **Email enquiry@faifleyha.co.uk**

Letters or e mails received from customers should be answered within **10 working** days.

5. FINANCIAL OBLIGATIONS

5.1. Apportionment of costs

All costs, incurred in the ongoing common works and services provided by the Association in the maintenance of the scheme, will be shared, as appropriate, between owners. These include, where applicable.

- Planned and reactive repairs and renewals
- Emergency repairs
- Utilities and utility bills (where applicable)
- Major Works
- Statutory Health and Safety Compliance
- Insurance

The split (or apportionment) of costs is normally determined by the property title deeds and is detailed in Section 3 of Part 2 of the Schedule. If there is no provision in the title deeds for some costs, the apportionment will be as per the Title Conditions (Scotland) Act 2003 or Tenements Scotland Act 2004 or as agreed between the Association and the owners.

5.2. 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 1st April. The fee review process will take into account such factors as inflation, ongoing operating costs (for example postage, insurances), cost of compliance etc., as well as any changes in the scope of services provided. The Management Fee will be payable in advance in two equal payments and will form part of your six monthly invoice issued in accordance with clause 5.8 hereof.

5.3. What is include in the Management Fee?

The management fee is our charge for managing the development, block or scheme on behalf of the owners and includes:

- Arranging maintenance and repair for common parts to blocks and buildings in the scheme.
- Arranging maintenance and repair of common part in the scheme.
- Where relevant liaising with contractors and supervising the tendering process
- Arranging property liability insurance for a development or scheme.
- Administrative costs in sending invoices and letters.
- Providing credit control to ensure that everyone is invoiced correctly for their respective share of costs.
- Working with Solicitors to recover outstanding debts on behalf of the owners in the block, development or scheme.
- Liaising with utility companies to make sure all charges are accurate and fair, making payment of electricity invoices for common areas.

- Undertaking regular visits and maintenance checks.
- Carrying out the project manager duties outlined in the deed of conditions for a scheme or development, i.e. supporting owners to resolve disputes relating to the enforcement of community burdens, i.e. maintaining access to common services or ensuring access to service strips.
- Updating information on change of ownership and managing and maintaining secure data on behalf of the owners in compliance with GDPR regulations and Freedom of Information requirements. You have been provided with a copy of our Privacy Notice and a further copy can be found on our website.

5.4. Additional Services

In the event that the Association provides services beyond the core services as set out in this statement an additional charge may be levied, this will vary depending on the complexity of the repair and additional resource required. The owners would be advised of any such additional charge during consultation.

5.5. Insurance

The Association provides a common insurance cover insuring the common areas within the block of which your property form part and amenity areas within the development (if applicable) for their full reinstatement value at very competitive rates. The rates are subject to regular competitive tendering and are reviewed annually. A full copy of your Summary of Cover will be issued on an annual basis following the review and a copy of the current Summary of Cover is available on request. The Association reserves the right to charge for additional copies of the Summary of Cover. This Association does not provide contents insurance for properties, which is the responsibility of individual homeowners.

This insurance covers for the full reinstatement costs associated with rebuilding and reinstating the building, the amenity areas and any common services within the development. There is an excess on the Association's policy which is an amount a policyholder must bear before the liability passes to the insurer. There is an excess applicable to each claim, this is noted in the Schedule Part 3 of this Statement. This means each homeowner must deal with any losses under the excess amount themselves without referral to the insurer or, if the repair costs exceed the excess amount, will have to pay the excess and the insurer will pay the remainder of the loss. These excess rates are applicable for 2021/22 and may change over time dependent upon the policy which is secured following annual review.

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

Given this statutory responsibility and this liability for common property areas, homeowners must ensure that in the event that they arrange their own property building insurance this must include for the reinstatement of the common property areas otherwise the homeowner may be liable for works costs not covered by their insurance cover.

If a claim requires to be made on the building insurance an owner is required to 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

The Association does not earn or charge any commission for arranging the insurance.

Homeowners must ensure that they have taken out Property Owners Liability Insurance. This provides protection against claims made against homeowners as the homeowner of their

property for any accidental bodily injury or accidental property damage resulting from a defect in the building – the definition of building includes patios, paved areas, footpaths, roads, car parks for which all owners are legally responsible for as property owners or by virtue of the Defective Premises Act 1972. The Association's Policy provides this cover

5.6. Allocation of Costs

All costs, incurred in the ongoing common works and services provided by the Association in the maintenance the block or development, will be shared, as appropriate, between owners. These include, where applicable cost relating to.

- The core services
- Planned and reactive repairs and renewals
- Emergency repairs
- Utilities and utility bills (where applicable)
- Major Works
- Statutory Health and Safety Compliance
- Insurance

The split (or apportionment) of costs is normally determined by the property title deeds and is detailed in Schedule 2 of your of this Statement. If there is no provision in the title deeds for some costs, the apportionment will be as per the Title Conditions (Scotland) Act 2003 or Tenements Scotland Act 2004.

5.7. Invoicing

All costs, including management fees, are charged in accordance with your title deeds and the information contained in within the schedule to this statement

Each owner will be required to pay that management fee and insurance costs every 6 months in advance such sum as detailed in the schedule.

Invoices will be sent to the owner of the property either by standard post or by secure email depending on individual preferences notified in writing to the Association.

The Association shall provide each owner with an itemised invoice detailing all receipts and expenditure six monthly in arrears. This invoice will be produced and dispatched to owners within 4 weeks of the end of six months and will provide a detailed financial breakdown of charges made and a description of activities and works carried out which have been charged for.

In response to reasonable request the Association will also supply owners with supporting documentation and invoices for inspection and copying. We may impose a reasonable charge for providing paper copies, subject to notifying the owner in advance.

5.8. Payment of invoices

Payments are due within 28 days of the date on the invoice. If the invoice is not paid in full the Association we will take reasonable steps to resolve the matter by following our debt recovery procedure for factored owners. This procedure is available on request.

All invoices are to be paid to Faifley Housing Association Ltd using the following methods of payment:

- By cheque
- Electronic Bank Transfer - see invoice for details
- Standing Order

- Direct Debit (where possible)

For security reasons we prefer not to accept cash payments. If you have difficulty in making payment, you must immediately contact the Association to discuss payments due and agree how they will be paid.

In the event the Association fails to recover payment of all sums due by any defaulting homeowner, the remaining homeowners within the development shall be bound to reimburse the Association on the basis of one share per remaining property for the whole costs incurred by the Association in taking such steps.

5.9. Float Funds

Each owner is required to make a one-off payment into the Float Fund. The float is used by the Association to fund payment of goods and services on your behalf, until invoices are issued and paid. Homeowners floating funds will be accounted for separately from the Association's funds, either through coding arrangements or a separate bank account.

Floats are credited to each owner after departure from their property and will appear as such on the final invoice. The full amount of the float will be repaid to the owner minus any outstanding costs due on the account.

The date of the final invoice is determined by transfer of ownership or sale date and this will be provided within 3 months of termination of the arrangement unless there is good reason not to do so (for example, awaiting final bills relating to contracts which were in place for works and services).

The float amount quoted in Schedule 2 of this Statement is correct at the date of publication of this Written Statement of Services, and may be subject to change, if costs increase significantly. The Association will write to the owners if a float increase is recommended.

Any new owner will be required to lodge the float fund with us when they purchase their property.

5.10 Cyclical Maintenance Fund

In order to financially plan for major projects, the Association may recommend the use of a cyclical maintenance fund for a particular project, but cannot enforce such an action.

Cyclical Maintenance Fund contributions are to be agreed with the requisite consent of the owners and will be charged by the Association to the owners in their invoices. The authority to use or spend the fund is controlled by the owners.

Such funds are to be held by the Association in a separate interest-bearing account, or a separate accounting structure for each separate group of homeowners. Any interest accrued in a sinking fund account will be retained directly in the account.

A statement of the funds held in the block's cyclical maintenance fund can be shared at the AGM or on request by one or more of the owners.

If a homeowner sells the property, the amount paid into the cyclical maintenance fund shall be refunded to the homeowner subject to deduction of any factoring sums due.

5.11 Change of Ownership

Each owner shall notify the Association of any changes in ownership of their property. When an owner sells their house they must instruct their Solicitor to notify the Association of the date of sale and provide details of the new owner no later than 14 days before the anticipated date of settlement.

On receipt of notification of the sale the Association will arrange to apportion the charges and sums due by the owner for the period to the date of sale. The Association levy a charge for the administration of the apportionment and this will be included in the final account issued.

Following any change in ownership the Association will return any funds due (less any outstanding debts) to the outgoing homeowner along with the financial information which relates to their account within 3 months of the Association being made aware of the date of change in ownership unless there is good reason not to (i.e awaiting final bills relating to works and services).

A new owner is required to deposit the required amount into the Float Fund at the point of purchase.

5.12 Private Letting

If an owner privately lets their property, 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.

6. CARRYING OUT REPAIRS AND MAINTENANCE

The Association aims to provide a comprehensive factoring service for parts or areas of a block or development, which owners have a liability in common, to maintain.

The core services provided cover the maintenance, management and repair of the common parts in line with the above.

The Association may provide services outwith the core services (including major repair works) if it is authorised by the homeowners within the development to do so all in accordance with the provisions of your title deeds. The cost of such works will be confirmed to all of the homeowners within the development prior to the work being carried out and the costs of carrying out the work in accordance with Scheduled Part 2. The Association may include reasonable conditions in respect of payment for the provision of such additional services

6.1. Routine Repairs

Request for routine repairs can be made to the Association by using the following communication methods.

- By telephone to our Customer Service Advisor (9.30 to 4.30) on 01389 877924
- By email enquiry@faifleyha.co.uk
- By advising a representative from the Association during a routine inspection of your block or development

6.2. Emergency Repairs

Requests for common part emergency repairs should be made by calling our offices on 01389 877924 (9.30 to 4.30), or our oncall emergency contractor McDougall Group on 0333 125 1011 at all other times. Emergency out of hours trades that are available, typically include:

- Plumber
- Electrician
- Joiner

Please note that emergency repairs instructed by the Association will be in respect of common parts only. Costs for emergency repairs will be apportioned amongst the owners with liability to pay. Private emergency repairs are the owner's responsibility and owners should contact their own contractors.

6.3. Major Works

Major Works, also referred to as proposed repairs are defined as significant planned works where costs exceed the delegated authority. Such projects may include:

- Communal painting schemes
- Structural repairs
- Mechanical and Electrical replacement
- Extensive roof repair or replacement
- Extensive building facade repairs
- Major flooring renewal
- Major garden or landscaping redesign
- Extensive road or car park resurfacing
- Upgrade or replacement of playground equipment

Major project discussions can result from:

- Common fabric failures
- Title deed requirements (e.g. deeds stipulate communal painting every 3 or 5 years)
- The recommendation of a professional inspection (e.g. roof condition report)
- A recommendation by the Association
- A request from Owners

Approval for works (other than those deemed as emergency works) which will incur a cost higher than our delegated authority will require approval of the owners. This approval will be obtained through our consultation process as noted above, Without approval, major projects cannot proceed unless significant and immediate health and safety issues prevail. Professional consultants may be required to provide professional services that are out with the Association's remit. In these cases, comparative fees quotes will be obtained from suitably experienced firms for consideration.

Once a project has been agreed by owners, and a contractor/quotation selected, sufficient funding must be in place prior to the commencement of the project. This ensures the liability to settle the contractors invoice (the costs involved in major projects are such that the financial resources within the scheme fund would normally be insufficient to cover the costs under our invoicing terms).

For ingathering of funds the Association will calculate the individual project cost and issue a proposed works invoice to each owner. Only when sufficient funds have been gathered can formal instruction be issued to the contractor. The Association determines what percentage of funds will be required to start the project. This will depend on the financial health of the scheme, any history of problems with income recovery etc. It should be noted, it is possible that agreed works may not go ahead if insufficient funds are gathered within a 12 month period. In this case the funds received will be returned to the relevant owners.

It is important that the common parts are kept in a good standard of repair. Not only does this maintain the visual benefits of a well maintained, clean environment, it also helps maintain and improve the value and saleability of the owners property. For these reasons, ongoing maintenance and improvements are essential.

In some areas, grants and subsidies may be available from local authorities and trusts, and in such cases the Association will liaise with the relevant organisations to obtain the requirements for possible grant assisted funding.

6.4. Response Times

Routine Repairs - we aim to instruct routine repairs on the first working day following receipt of notification. If the cost of the repair exceeds the Non-Emergency Threshold, comparative quotes will be sought and the owners consulted. Anticipated timescales for obtaining estimates is 14 working days.

Emergency repairs - In order to prioritise emergency repairs immediately, emergency repairs should be reported by telephone to our Customer Services Advisor during working hours and our emergency contractor at all other times. In some cases it may only be necessary to make safe a hazardous situation within the aimed timescale outline below depending on the nature of the emergency.

6.5. Maximum Response Times

| Category | Emergency | Routine |
|-----------------|------------------|----------------|
| Plumbing | 6 Hrs | 10 Days |
| Electrical | 6 Hrs | 10 Days |
| Joinery | 6 Hrs | 10 Days |

7. COMPLAINTS RESOLUTION

7.1. 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.

7.2. The Association has a clear written complaints resolution procedure which sets out a series of steps, with reasonable timescales which will be expected to be followed. When the Association complaints resolution procedure has been exhausted without resolving the complaint, the final decision will be confirmed with the Director of the Association or appropriate designated senior officer of the Association and the owner notified in writing. This

letter will also provide details of how homeowners may apply to the First-tier Tribunal for Scotland (Housing and Property Chamber).

7.3. Who can complain?

An owner, either directly or through a representative, who has suffered as a result of the issue they wish to raise. The Association will endeavour to respond to all complaints within 5 to 20 working days. (see our complaints procedure for timescales)

7.4. 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 you're dissatisfied with our work, for example when work is being undertaken in your building, so that an attempt to resolve any issues on the spot can be made. 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.

7.5. Contact details for raising a Complaint

If you would prefer to speak to us in person or write to us the address is:

Faifley Housing Association
Skypoint
Lennox Drive
Flafley
Clydebank
G81 5JY

Telephone 01389 877924

email enquiry@faifleyha.co.uk

7.6. When contacting us in relation to a complaint, 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.

7.7. 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.

7.8. 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.

8. MANAGEMENT POLICIES

- 8.1. 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.
- 8.2. 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.

8.3. This Written Statement of Factoring Services has been produced in consultation with the Association's Senior Staff Team and its solicitors. It has been approved by the Association's Management Committee. It will be reviewed every 3 years or when an amendment is prompted by a change in legislation or operational requirements. It is the Association's intention to consult with owners during future reviews.

9. DECLARATION OF INTEREST

The Association operates as a Registered Social Landlord and we often own properties in the blocks or development that are factored by us. Confirmation as to whether we own properties in the block or development of properties is included in the Schedule to this statement.

10. COMPLIANCE

Under s 14(5) of the Property Factors (Scotland) Act 2011, the Association must ensure compliance with the Factors Code of Conduct published on 1 October 2012, a copy of which can be found on the Scottish Government Website.

Any decisions by the First-tier Housing Tribunal in relation to the Association's compliance with the Code of Conduct and/or its duties under s17(5) of the Property Factors (Scotland) Act 2011 are publicly available and published on the First-Tier Tribunal for Scotland (Housing and Property Chamber) website.

11. HOW TO END THE ARRANGEMENT

The appointment of the Association as a factor may be terminated on the instructions of a majority of the owners in the development or scheme (where the title deeds for the development or scheme set a different standard these shall prevail), or by the Association; in each case upon not giving less than three months written notice to this effect.

The owners authorise the Association to act on the instructions of a majority in number of the owners in the development (where the title deeds set a different standard these shall prevail) whose decision shall be binding on all of the owners in the block, development or scheme in relation to carrying out cleaning, repairs and maintenance to all common property.

For the purpose of instructing the Association on factoring matters each owner in the development shall have one vote for each property owned. If the title deeds for the block, development or scheme allocate votes on the matter of factoring, maintenance and repairs in a different manner, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring, provided an owner or owners provide the relevant title information to the Association. Where a property is owned by more than one person and the owners cannot agree that vote is disregarded. Where the property in the block, development or scheme is owned by the Association, the Association shall be entitled to cast the vote relating to that property.

- 11.1. Should the Association's appointment as factor be terminated, the Association will co-operate with the new property factor to assist with a smooth transition process and will provide the new property factor with any information they require (subject to data protection legislation).
- 11.2. Should the Association's appointment as factor be terminated, the Association will provide financial information to each homeowner regarding their account. This information will be provided within 3 months of termination of the factoring arrangement unless there is good reason not to (i.e. awaiting final bills in relation to work contracts and services). Upon termination the Association will return all outstanding funds (if any) due to homeowners automatically at the point of settlement of their final bill following the change in property factor.

12. HOW TO CONTACT THE ASSOCIATION

12.1. Contacting us

You can contact us by:

(i) **Contacting us by telephone 01389 877924**

We aim to respond to telephone enquiries within **3 working** days.

(ii) **Contacting us in writing**

- **Faifley Housing Association, Skypoint, Lennox Drive, Faifley, Clydebank, G81 5JY**
- **Email enquiry@faifleyha.co.uk**

Letters or e mails received from customers should be answered within **10 working** days.

Please note that the Property Factors Act requires that the Association provide information to the Scottish Government on the properties to which they provide factoring services, this will result in certain information being published and available to the public. By appointing the Association on these terms and conditions you are agreeing to this publication.

The Association reserves the right to develop this statement towards improving our services to our factored homeowners to comply with and exceed the requirements of the Property Factors (Scotland) Act 2011.

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. will carry out the following services:
(a) reactive repairs, maintenance, repair and renewal of all common parts, (b) stair cleaning; (c) window cleaning; (d) communal satellite/aerial maintenance; (e) communal water pump maintenance; (f) landscaping; (g) provision and maintenance of all common lighting ; (h) car park gate maintenance; garden/ backcourt maintenance and (i) communal water tank maintenance
3. will instruct the Association's external contractors to carry out any and all maintenance or cyclical work. All external contractors are appointed in accordance with the Association's 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 when instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used.
7. 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
8. 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.
9. will check contractors' accounts when rendered, including any charge of VAT.
10. 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.
11. where appropriate 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 Faifley 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 –APPOINTMENT, DELEGATED AUTHORITY AND ALLOCATION OF COSTS OF COMMON REPAIRS (COMPLETED FOR EACH INDIVIDUAL PROPERTY DEPENDING ON TITLE DEED CONDITION)

PART 1

The Association was appointed by custom and practice.

PART 2

The Threshold applicable to this property is £400

Part 3

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»

Share of open space maintenance «share_of_common_space_charges »

| <u>Tenement Common Parts, including:</u> | <u>Development Common Parts</u> | |
|--|--|--|
| 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, entryphone, hall, passage, stairs and windows serving common areas, floor coverings of common areas | Boundary walls surrounding the Development, the roadways and pavements within the Development, the car parking spaces and hard and soft landscaping within the Development | |

PART 4 – DEPOSIT

We confirm that the deposit held by us in respect of your property is £100.00

PART 5 DECLARATION OF INTEREST

We confirm that the Association own properties within the block of flats/development which your property forms part

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 current Annual insurance premium is £73.58 (2021/22)

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.