

**WRITTEN STATEMENT OF FACTORING SERVICE &
TERMS AND CONDITIONS OF SERVICE**

Subjects covered by this Written Statement of factoring Service are: -

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2. Services provided
3. Financial and Charging Arrangements
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These are the terms and conditions for the provision of a factoring service to owner occupiers by Glen Oaks Housing Association Limited. We are a Housing Association registered under the Industrial and Provident Societies Act 1965; registered as a Scottish Charity (Scottish Index No. SC034301); registered with the Financial Services Authority (Registration No. 2402 (R) S); registered with the Scottish Housing Regulator (SHR Registration No. HCB241); registered as a Scottish Property Factor under the Property Factors (Scotland) Act 2011 (Reg. No. PF000173). We are notified as a Data Controller with the Office of the Information Commissioner (ICO) under registration number Z5443064 and we are the data controller of any personal data that you provide to us. Our registered office is at 3 Kilmuir Drive, Arden, Glasgow G46 8BN. We are referred to as “the Association” in this document.

1. AUTHORITY TO ACT

1.1 The Association is the Property Factor acting for and on behalf of all dwelling house owners within the block of flats of which your property forms part. The Association was appointed to act as Property Factor in accordance with the provisions of the title deeds relating to your property.

2. SERVICES PROVIDED

2.1 Core Services

The Association will provide the core services set out in [Schedule 1](#) annexed. The Association will have no liability for any failure to instruct repairs on its own initiative following a visit to the property and the block of flats which it forms part.

2.2 Delegated Authority

The Association has the delegated authority of the owners within the block to instruct and have carried out repairs and maintenance to the common parts of the block being factored provided that the anticipated cost to each owner of any one item at the time when it is instructed will not exceed £250 or such other sum as may be agreed with a majority of owners of the block. If the anticipated cost of any such item exceeds £250 it shall be instructed and carried out only when the work has been approved by a simple majority of the owners of the block or in accordance with the provisions of your titles deeds. The Association may also instruct works at a cost exceeding £250 per owner 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 in accordance with the provisions of the title as set out at of this Agreement. document

The Association will notify homeowners when a repair has been instructed. However, we will not provide homeowners with updates regarding progress of common repair works, including estimated timescales for completion unless the cost threshold for said works exceeds our delegated authority.

If emergency works are instructed the Association will notify owners of the works as soon as possible after the works have been instructed.

2.3 Additional Services

WORKS IN EXCESS OF DELEGATED AUTHORITY

The Association may provide services outwith the core services set out in Part 1 of the Schedule if it is authorised by the owner occupiers within the block to do so all in accordance with the provisions of your title deeds. The cost of additional services will be confirmed to all of the owners within the block prior to services being provided and the costs of carrying out the work shall be apportioned in accordance with [Schedule 2](#) of this Agreement.

MAJOR WORKS

The Association may provide major works services including replacement and improvement (i.e. works not set out in Part 1 of the Schedule) if it is authorised by the owner occupiers within the block to do so all in accordance with the provisions of your title deeds. This work is not covered by the Management Fee. Where we provide this additional service, We will apply a 10% admin fee on the cost of the works . All admin fees will be confirmed during the consultation process with the affected owners

Where the Association has been instructed to provide additional services they will, prior to commencement of the works, provide all homeowners with an anticipated start date and timescales for completion. In the event that a significant delay in completion of the works is anticipated the Association will advise the owners accordingly.

Copy Documents: We will apply a charge of £10 for each copy document which owners are not entitled to within their title deeds, written statement or Regulators Code of Conduct. The fee will be reduced to £6 per document for electronic copies .

3. FINANCIAL AND CHARGING ARRANGEMENTS

3.1 Management Fee

The Association will charge a flat rate management fee for carrying out its function of providing the core services including those services listed within this clause. Details of this fee are contained within [Schedule 2](#). 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 management fee is calculated based on the cost of staff

who administer the factoring services, along with an appropriate share of Association overheads. There is no profit element built into the management fee.

The Management Fee is the charge for managing the block of which your property forms part. This includes: -

- Arranging maintenance and repair of the block common parts;
- Liaising with contractors and tendering for the best service and price;
- Working with an Insurance Broker to achieve an arrangement for the owners within the block and assisting homeowners in making claims on the insurance;
- 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 within the block; &
- Liaising with electricity companies to make sure all charges are accurate and fair, make payment of electricity invoices and recover the cost from the owners within the block.
- Overseeing all maintenance contracts and any significant communal repairs.
- Dealing with owner's queries
- Updating information on change of ownership and managing and maintaining secure data on behalf of the owners in compliance with GDPR regulations

If, because of the complexity of a particular repair exceeding our delegated authority, 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. The Association would give prior notice of any charges it intends to levy and how these have been calculated and this would form part of the consultation process with the owners

3.2 Allocation of Costs for Core and Additional Services

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

Each owner within the block is responsible for a share of the cost of maintaining the common parts of the block in various shares. [Schedule 2](#) details the share of the common charges payable by each owner in your block.

All charges, assessments and outgoings for water, electricity, fuel, telephone and public or statutory utilities payable in respect of the common parts of the block will be charged as per your title deeds and in accordance with [Schedule 2](#) hereof .

The cost of works and services is calculated based on actual costs incurred and does not have any profit element added to this. Where Glen Oaks Housing Association has been unsuccessful in recovering some or all of the debt of an existing or former owner the Association may, where the title permits, redistribute the debt between the remaining owners in line with title deeds.

3.3 Additional Services Maintenance

If the Association agrees to undertake additional works/services or carry out work which exceeds its delegated authority it will seek your authorisation, providing you with information on the anticipated cost of such works. The Association may, at their discretion, only carry out such works when the Association has been paid in advance by all of the owners for the full amount of the estimated costs. Any reconciliation of costs during or following completion of such works shall be made by the Association and notified in writing to the owners. Any money due to or by the Association following such reconciliation shall be paid in full by the relevant party or parties within 28 days of the said written notification.

Where the Association has been unable to recover the cost of major works from an owner(s) in a block the Association may register a repayment charge over the property using the '*missing share power*' provided in the Tenements (Scotland) Act 2004 and the Registered Social Landlords (Repayment Charges) (Scotland) Regulations 2018

3.4 Invoicing

The Association will provide you with a paper invoice on a quarterly basis (on 1st April, 1st July, 1st October and 1st January). Your invoice will detail what you have been charged for in each quarterly period. The Management Fee will be payable in four equal payments and will form part of your quarterly invoice.

The Association shall, once annually, issue a full statement detailing all of the charges billed and paid for in the preceding year.

3.5 Payment

You will have a period of 28 days from the date of the invoice in which to make payment. If the 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 as set out in [Schedule 4](#).

You can pay your invoice by the following methods: -

- By cheque made payable to the Association
- At any Pay Point
- Debit card/credit card (over telephone if required)
- Bank transfer
- Postal order
- Standing Order
- Direct debit
- Allpay
- Online Bank Transfer
- Via website www.glenoaks.org.uk

NB. The Association does not accept cash payments.

3.6 Factors Float

Where a factors float has been collected from you this is indicated in Schedule 2, any factors floats are held by the Association on behalf of the owners and accounted for separately. The Association shall have the authority to use the money paid by an owner together with any interest which has accrued to meet any debt owed to the Association by said owner in its capacity as factor of the block.

On ceasing to be a factored owner a person is entitled to repayment of their share of the factors float after deduction of any sums due by that owner to the Association in their capacity as factor of the block. This will appear as a credit on your final factoring invoice.

3.7 Change of Ownership

Each owner shall notify the Association of any changes in ownership of their property. A charge of £50 will be applied for each owner who sells their property. On receipt of notification of such sale the Association will liaise with the owners solicitor and arrange to apportion the charges and sums due by the owner for the period to the date of sale. The £50 will be applied to the account on notification of the sale and will be accounted for in the final balance which is advised to the solicitor.

Final invoices will be issued in line with our standard billing cycle therefore any sales which complete towards the beginning of a billing period may result in the final invoice taking more than 3 months to generate to allow us to process all final charges due. We will ask that the solicitor acting in the sale retain an appropriate sum to meet the final invoice.

A higher fee of £150 will be applied to sales where less than 5 working days' notice is received of a sale.

3.8 Private and Commercial 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. It is the responsibility of each landlord to ensure we have adequate contact details on file and the correct forwarding address for all invoices and correspondence. Failure to provide this could result in important information being missed and factoring debt accumulating.

4. INSURANCE

The Association is responsible for effecting and keeping in force the buildings insurance cover for the block which will automatically be for the reinstatement value of your property. A copy of the current [Buildings Block Policy Summary](#) is appended at [Schedule 3](#) which provides details of the insurer, the total sum insured, any excesses which apply and a summary of the policy information for Property cover. Schedule 3a provides details of insurer, indemnity limits, any excesses which apply and a brief summary of cover for Public liability cover.

The premium applicable to your property is calculated as set out in [Schedule 3b](#). Any changes to the insurance cover/premium etc. will be communicated to you in writing on an annual basis. We undertake property revaluations every three years for buildings insurance purposes. If the majority of owners in a block wish to increase the frequency of their property revaluations this will be done where instructed in writing from the owners. The cost of a revaluation survey will be recharged to owners.

If a claim requires to be made on the building insurance, each owner should contact the insurer direct using the details contained in [Buildings Block Policy Summary](#) under the heading entitled "How to make a claim". The Association will not submit insurance claims on behalf of owners. Any decisions on whether a claim is settled or not is the responsibility of the insurer and not the Association.

Owners cannot opt out of the Association's block buildings insurance unless their title deed allows for this.

Where owners are entitled to take out their own buildings insurance for their property they may be required to provide evidence that insurance is in place and covers a share of the common parts of the building. 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.

We do not provide contents insurance and it is the responsibility of each owner to ensure there is adequate contents cover in place.

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

The Association will also arrange for public liability insurance in respect of common parts of the block, the premium of which will be apportioned as outlined in Schedule 3b.

5. COMMUNICATION AND COMPLAINTS

It is important to the Association that owners are satisfied with the factoring service that the Association provide. We actively encourage feedback from owners.

If you raise a telephone or email query with one of the Association's factoring staff we will get back to you within 5 working days. If we receive a letter from you in the mail we will respond to you within 10 working days of receipt of your letter.

If you have a complaint in relation to either the service which you have received or a specific matter, the Association have a Factored Owners Complaints Procedure which sets out the procedures which will be followed. A copy of the Procedure is appended to this Statement in [Schedule 5](#).

Accessing Information

The following information and procedures can be located on our website :

- Debt Recovery Procedure
- Complaints Handling Procedure
- Privacy Notice
- Registration details with the Information Commissioner's Office's Data Protection Public Register
- Consultation Procedure
- Procurement Policy

Please contact your Factoring Officer on 0141 620 2738 if you require a hard copy of any documents.

6. DECLARATION OF INTEREST

The Association confirms that it owns properties within the development/estate within which the block which is factored forms part.

7. HOW TO END THE FACTORING ARRANGEMENT

The appointment of the Association as factor may be terminated on the instructions of a majority of the owners in the block, in accordance with the provisions of your title deeds or

by the Association, in each case upon giving not less than three months' prior notice in writing.

For the purpose of instructing the Association on factoring matters, each owner in the block shall have one vote for each property owned by him/her 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 matter, 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. Where the ownership of the property is shared between the Association and the owner the Association shall be entitled to cast the vote relating to that property.

If factoring services transfer to another factoring company, we will liaise with the newly appointed factor regarding all relevant information, provided they have been formally appointed in line with the Title Deeds and we are able to do so in line with GDPR. This process may require letters of authority from the majority of homeowners to confirm their instructions on the information they wish to be shared.

We will be in touch with the newly appointed factor within 28 days.

Following a change of factor, we will issue final invoice to owners within 3 months of our services being terminated, unless there is a legitimate reason for a delay, such as awaiting final invoices from contractors.

8. REPORTING COMMON REPAIRS

As factors, the Association will try to set and maintain a high standard of maintenance and repairs. Repairs procedures have been developed to ensure that repairs have been carried out to a good standard, in a cost effective manner and within a timescale which causes the minimum inconvenience and nuisance to residents as is reasonable in the circumstances.

Each owner will assist the Association by reporting any defects to the Association office. Repairs can be reported in the following way:-

- Calling into our Office;
- Phoning us on 0141 638 0999 Option 1. 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 contractors emergency numbers and provides a facility for you to be connected direct to the out of hours emergency service;
- Writing to us at 3 Kilmuir Drive, Glasgow G46 8BW;
- Emailing us on Factoring@glenoaks.org.uk ; &

- Visiting our website at www.glenoaks.org.uk.

When you report a defect please give as much information as possible and advise if you want to be visited by a member of the Association's Technical team to demonstrate where the necessary repair is located

Please note that we **do not** carry out repairs to individual owners' properties.

If the required repair is straightforward the Association will pass the information directly to one of the Association's approved contractors and they will carry out the works. If the repair is less straightforward the Association will request a Technical Officer to visit the block and assess the repair.

The target turnaround timescales for common repairs are as follows: -

- **Emergencies:** Made safe within 4 hours;
- **Urgent:** Completed within 3 working days;
- **Routine:** Completed within 10 working days;

Where the cost of a repair exceeds our delegated authority we will consult with the owners as noted at Section 2 of this document prior to carrying out the works, unless the repair is categorised as an emergency.

Repairs will sometimes take longer (for example, if the contractor has to order spare parts or if work is generally included within the planned or cyclical maintenance programmes). 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. The Association has a planned programme of cyclical maintenance and capital replacement works.

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.

9. GENERAL DATA PROTECTION REGULATON (GDPR)

Glen Oaks Housing Association is subject to the rules set out in the General Data Protection Regulation (GDPR). To allow us to deliver our services to you, we will need to process your personal data (which may be held on paper, electronically, or otherwise) and we recognise the need to treat it in an appropriate and lawful manner.

[Schedule 6](#) explains what information we collect, when we collect it and how we use it.

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 publically available and published on the First-Tier Tribunal for Scotland (Housing and Property Chamber) website.

SCHEDULES