



Statement of Factoring Services

Abertay Housing Association Ltd

Statement of Factoring Services

In accordance with the Property Factors Code of Conduct in terms of the Property Factors (Scotland) Act 2011, this statement, which includes the Schedule annexed, specifies the terms and service delivery standards which apply to the factoring service Abertay Housing Association Ltd, registered under the Industrial and Provident Societies Act 1965, a registered social landlord, a registered Scottish Charity, number SC030152 and a registered property factor, number PF000206, of 147 Fintry Drive, Dundee, DD4 9HE ("the Association") provides to the Owner for the Property, the Owner and the Property being identified in Part 4 of the Schedule.

1. Authority to Act

The Association is the appointed factor for the Property in terms of the title deeds and by virtue of custom and practice.

2. Services Provided

The Association provides the Estate Services specified in Part 1 of the Schedule for the Estate (named in Part 4 of the Schedule) in which the Property is situated.

If the Property is a flat the Association provides one of the Block Services specified in Part 2 of the Schedule. The relevant Block Service and the Block in which the Property is located are specified in Part 4 of the Schedule.

If the cost of any item of work is likely to exceed the amount of the Limit to Inform specified in Part 4 of the Schedule the Association will (save for an emergency) endeavour to advise the Owner in advance of instructing the works. No intimation will be given where the cost is unlikely to exceed the Limit to Inform.

If the cost of any item of work is likely to exceed the amount of the Limit of Consent specified in Part 4 of the Schedule the Association will obtain the consent of the requisite majority of owners prior to proceeding.

The amounts of the Limit to Inform and the Limit for Consent are subject to annual review in April or otherwise as advised by the Association.

The target times for responding to requests for repairs are specified in Part 3 of the Schedule. See Section 4 below for reporting the need for a repair.

For specific projects or other services the Association will contact all affected owners in advance with details and the likely costs in order that the agreement of the requisite majority of owners is obtained in advance of commencement of the works or the provision of the service.

If the Association arranges buildings insurance for the Property this is specified in Part 4 of the Schedule. Information relating to the terms of the policy, the basis for apportioning premiums and the frequency of property revaluations will be provided to the Owner.

3. Financial and Charging Arrangements

Details of the management fee charged for providing the factoring service and the billing frequency are specified in Part 4 of the Schedule.

Costs incurred in providing the Estate Service are allocated equally between all of the properties in the Estate. The number of properties in the Estate is specified in Part 4 of the Schedule.

Costs incurred in providing the Block Service (if applicable) are allocated in accordance with the title deeds or the tenement management scheme provisions of the Tenements (Scotland) Act 2004 or on some other equitable basis. The number of properties in the Block in which the Property is located is specified in Part 4 of the Schedule.

If a repairs deposit is payable this is specified in Part 4 of the Schedule together with the amount. The repairs deposit is payable when the Owner acquires title to the Property and is held by the Association to account of sums due by the Owner. The repairs deposit under deduction of any costs due will be returned when the Owner sells or otherwise disposes of the Property or when the Association's appointment is terminated.

For specific projects and other services details of charges and payment terms will be included in the proposal which is issued to all affected owners for the approval of the requisite majority.

The Association's bills will be sent to the Owner at the Property (or such other address as the Owner has advised the Association of) and will provide a breakdown of the costs and services that are invoiced. Payment is due within 30 days of the date of invoice. A late payment surcharge (specified in Part 4 of the Schedule) will be charged on all invoices which are not paid on time to cover the Association's additional administrative costs.

Review of Charges etc.

The sums specified for the management fee, the repairs deposit and the late payment surcharge are subject to annual review in April or otherwise as advised by the Association.

Payment of Sums Due

The Association accepts payment by any of the following methods:

- By standing order
- By post – send a cheque or postal order made payable to Abertay Housing Association to 147 Fintry Drive, Dundee, DD4 9HE. Please enclose the tear off slip at the bottom of your invoice.
- At the Post Office by cash or cheque.
- By phoning 01382 903545 and paying by debit or credit card.
- At the Association's offices by cash, cheque or credit or debit card.
- Via the internet – please make the payment to sort code 83-50-00, account number 00756816 and quote your Abertay account number (starting with O).

Debt Recovery

The Association has a debt recovery procedure for factoring service debts which is available on request or from the Association's website www.abertayha.co.uk

Notice of Potential Liability for Costs

The Association may from time to time register a notice of potential liability for costs against the title of the Property to secure payment of costs which the Owner is or will become liable for.

Change of Ownership

If there is a change in ownership of the Property then the Association will apportion the factoring charges between the Owner and the new owner at the date of the change provided that the Owner or their solicitor informs the Association of any change with details of the new owner. The Association requests that this information is provided in writing, giving as much notice as possible.

4. Communication Arrangements

Reporting a Repair

There are a number of ways to inform the Association that a repair is required:

- Phone 01382 903545 during normal office hours.
- For an out of hours emergency, phone 01382 903545 and follow the instructions in the recorded message.
- In person at our office at 147 Fintry Drive, Dundee during office hours (see Section 7 below):
- By letter to Abertay Housing Association, 147 Fintry Drive, Dundee, DD1 9HE.
- Online at <http://www.abertayha.co.uk>.

Complaints

The Association has a Complaints Policy for dealing with complaints relating to the service provided by the Association.

A copy of the policy can be requested from the Association using the contact details below. It is also available online on the Association's website at www.abertayha.co.uk

There are a number of ways to make an enquiry or complain to the Association:

- Phone 01382 903545 during normal office hours
- In person at our office at 147 Fintry Drive, Dundee – office hours (see Section 7 below)
- Send a letter to Abertay Housing Association, 147 Fintry Drive, Dundee, DD1 9HE.
- By e mail to queries@abertayha.co.uk.
- Online at <http://www.abertayha.co.uk>.

The Association will try to resolve all complaints within five working days. However, if the complaint is more complex and requires an investigation, the Association will inform the Owner of this and aim to resolve the complaint within twenty working days. If the Owner is not satisfied with the outcome of the complaint or how it has been handled, the Owner can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) to resolve the matter or the Owner can take the matter up with the Scottish Public Services Ombudsman (see below).

Housing and Property Chamber

The Housing and Property Chamber has been established to investigate and determine complaints by homeowners against their property factor. This is a free and impartial service which the Association will actively encourage the Owner to use if the Owner has a grievance regarding the Association's factoring service and the Association has not been able to resolve it.

The Owner can make an application to the Housing and Property Chamber where:

- the Owner has notified the Association in writing of the reasons why the Owner considers the Association failed to carry out its factoring duties or to comply with the Code of Conduct; and
- the Association's complaints process has been exhausted and the Owner believes that the Association has either refused to resolve the complaint or has unreasonably delayed attempting to resolve the complaint.

Information about the Housing and Property Chamber will be given to any owner making a complaint about the Association's factoring service. The Chamber's contact details are:-

Housing and Property Chamber
First-Tier Tribunal for Scotland
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT
hpcadmin@scotcourtribunals.gov.uk
Phone 0141 302 5900

Scottish Public Services Ombudsman

The Owner may also be able to take the complaint to the Scottish Public Services Ombudsman (SPSO). However, where the complaint is within the Housing and Property Chamber's remit, the SPSO may not be the appropriate avenue of redress. The SPSO will not consider a complaint until it has been through all stages of the Association's complaints procedure. The SPSO will also normally only look at complaints made within 12 months of the date the Owner was first made aware of the problem about which the Owner is complaining.

The SPSO can be contacted as follows:

Freepost SPSO (this is all you need to write on the envelope, and you don't need to use a stamp)
ask@spsos.org.uk
Phone 0800 377 7330
Fax 0800 377 7331

5. Declaration of Interest

In relation to the services the Association provides to the Owner please note the following:

- The Association may own or have a right in common ownership of the land in the Estate which the Owner of the Property has to contribute to the maintenance of; and
- If the Property is a flat, the Association may own another flat or flats within the Block in which the Property is located.

6. How to End the Arrangement

If the Owner wishes to terminate the Association's appointment for the provision of the factoring services, then the Owner requires to call a meeting of all affected owners to discuss the proposal for the termination of the Association's appointment. If the requisite majority of owners is obtained and the decision is communicated to the Association then the Association's appointment can be terminated. Reference should be made to the terms of the Title Conditions (Scotland) Act 2003 and the title deeds for the Property regarding procedures for termination of the Association's appointment. Note however that if the Property is a flat termination of the Association's appointment as factor of the relevant Block will not terminate the appointment to provide the Estate Services unless the majority of owners in the Estate is also obtained.

7. Getting in Contact

In the event that you need to contact the Association about any matter contained in this Statement then save as specifically mentioned in this Statement please contact the Association at:

Abertay Housing Association Ltd
147 Fintry Drive
Dundee
DD4 9HE
Tel: 01382 903545
Fax: 01382 903578
Email: queries@abertayha.co.uk

Office hours are –
Monday to Wednesday 8.30 a.m. to 4:30 p.m.
Thursday 10:00 a.m. to 6:00 p.m.
Friday 8:30 a.m. to 2:00 p.m.

8. Date of issue

The date of issue of this Statement is stated in Part 4 of the Schedule.

Abertay Housing Association Ltd
Schedule to Statement of Factoring Services
Part 1

Estate Services provided by the Association

- Keep lists of approved contractors and ensure all works are carried out at competitive rates, safely, competently and timeously.
- Carry out regular inspections of the common areas (i.e. parts of the estate all owners are responsible for the maintenance, repair and when necessary renewal of) on at least a monthly basis.
- Arrange for and supervise the cleaning, litter collection, maintenance and repair and when necessary renewal of the common areas in the estate. This includes grassed areas, shrubbed areas, trees, parking areas, play areas and any footpaths and / or roads which are not adopted for maintenance purposes by the Local Authority.

Works instructed include –

- Carry out litter collection regularly.
- Remove all weeds and moss from hard landscaped areas.
- Carry out regular cuts during the growing season to the grassed areas, removing all cuttings, trimming edges, borders, etc.
- Fork over and weed all shrub beds, refirming loose plants, removing dead wood, etc. on a regular basis.
- Hard pruning shrubs .
- Carry out ongoing maintenance to trees, removing dead branches, adjusting ties and re-staking as required.
- Trim and maintain hedges.

- Arrange communication with owners.
- Tender and appoint contractors.
- Supervise contractors and monitor contractors' and consultants' performance.
- Pay contractors.
- Issue bills to owners.
- Maintain owners' accounts.
- Deal with owners' queries and correspondence.

Abertay Housing Association Ltd
Schedule to Statement of Factoring Services
Part 2

The Block Services provided by the Association depend on whether the Property is in a Tenement or a 4 in a Block or a Multi Storey. Details of the services for each of the Block Services follow:-

(a) Tenement Block Services

For a Tenement the "common parts" are the parts which all owners in the block are responsible for the maintenance, repair and if necessary the renewal or replacement of and, where relevant, include the following within or serving the block:- the footpaths, drying area, common access / garden area, the common bin store, the foundations, outside walls, roof and roof space, the common sewers, drains, soil and rainwater pipes, water, gas and other pipes, gutters, conductors, the roof fascia, electric mains and cables, wires and other transmitters and pipes, the front entrance door, steps, the stairs and stair railings, the landings, landing railings, landing windows and the hatchway(s) to the roof.

Services Provided

- Carry out regular maintenance inspections.
- Keep lists of approved contractors and ensure all works are carried out at competitive rates, safely, competently and timeously.
- Arrange any maintenance of or repairs to the common parts and if necessary any renewal or replacement of the common parts. Repairs and maintenance will be carried out within timescales appropriate for the type of repair needed as shown in Part 3 of the Schedule.
- Ensure that the close, landings, stairs and bin areas are kept clean tidy and regularly painted.
- Maintain safety equipment located within common areas such as emergency lighting, smoke detectors, fire alarm systems etc.
- Where required, set rotas for cleaning the close or employ a contractor / cleaner to clean the close.
- Apportion the costs of any common electricity supply for stair lighting or the lighting of any other common parts.

- Arrange owners meetings or communication with owners.
- Tender and appoint contractors.
- Supervise contractors and monitor contractors' and consultants' performance.
- Pay contractors and suppliers.
- Issue bills to owners.
- Maintain owners' accounts.
- Deal with owners' queries and correspondence.

(b) 4 in a Block Services

For a 4 in a Block the "common parts" are the parts which all owners in the block are responsible for the maintenance, repair and if necessary the renewal or replacement of and, where relevant, include the following within or serving the block:- the foundations, outside walls, roof and roof space, common sewers, drains, soil and rainwater pipes, water, gas and other pipes, gutters, conductors, the roof fascia, electric mains and cables, wires and other transmitters and pipes and the chimneys, chimney heads and stalks.

Services Provided

- Carry out regular maintenance inspections.
- Keep lists of approved contractors and ensure all works carried out at competitive rates, safely, competently and timeously.
- Arrange any maintenance of or repairs to the common parts and if necessary any renewal or replacement of the common parts. Repairs and maintenance will be carried out within timescales appropriate for the type of repair needed as shown in Part 3 of the Schedule.
- Arrange owners meetings or communication with owners.
- Tender and appoint contractors.
- Supervise contractors and monitor contractors' and consultants' performance.
- Pay contractors and suppliers.
- Issue bills to owners.
- Maintain owners' accounts.
- Deal with owners' queries and correspondence.

(c) Multi Storey Block Services

For a Multi Storey Block the "common parts" are the parts which all owners in the block are responsible for the maintenance, repair and if necessary the renewal or replacement of and, where relevant, include the following within or serving the block:- the footpaths, drying area, common access / garden area, the common bin store, the foundations, outside walls, roof and roof space, the common sewers, drains, soil and rainwater pipes, water, gas and other pipes, gutters, conductors, the roof fascia, electric mains and cables, wires and other transmitters and pipes, the front entrance door, steps, the stairs and stair railings, the landings, landing railings, landing windows and the hatchway(s) to the roof, the lift mechanism, the lift motor and motor room, the common stores, the common refuse chute(s), the laundrette and all the machinery and electrical appliances therein.

Services Provided

- Carry out regular maintenance inspections.
- Keep lists of approved contractors and ensure all works carried out at competitive rates, safely, competently and timeously.
- Arrange any maintenance or repairs to the common parts and if necessary any renewal or replacement of the common parts. Repairs and maintenance will

be carried out within timescales appropriate for the type of repair needed as shown in Part 3 of the Schedule.

- Ensure that the close, landings, stairs and bin areas are kept clean tidy and regularly painted.
 - Maintain safety equipment located within common areas such as emergency lighting, smoke detectors, fire alarm systems etc.
 - Apportion the costs of any common electricity supply for stair lighting or the lighting of any other common parts.
 - Ensure laundries are maintained / cleaned / painted and that washing machines, dryers and other equipment are regularly serviced.
 - Ensure bin chutes are cleaned regularly.
 - Ensure lifts are cleaned and serviced regularly.
 - Inspect dry riser and lightning conductors regularly.
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- Arrange owners meetings or communication with owners.
 - Tender and appoint contractors.
 - Supervise contractors and monitor contractors' and consultants' performance.
 - Pay contractors and suppliers.
 - Issue bills to owners.
 - Maintain owners' accounts.
 - Deal with owners' queries and correspondence.
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- Provision of a caretaker.

Abertay Housing Association Ltd
Schedule to Statement of Factoring Services
Part 3

Target Response Times to Requests for Repairs

Repair Description	Emergency Repair (attend within 2 hours / make safe within 7 hours)	Urgent Repairs (3 days)	Routine Repair (30 days)	Exceptions / Notes
<u>Joinery</u>				
Communal Door jammed in closed position (only means of entry to/escape from building)	✓			
Faulty Communal Door			✓	
Broken glazed panes in communal door or windows			✓	Emergency if deemed to be a potential danger
Cracked glass in communal door or windows (not dangerous)			✓	
Faulty communal window (window won't close, or loose)		✓		Treat as emergency if health and safety or security issue, or resulting in water ingress or damage to building
Faulty window components (vents, handle or surrounds)			✓	

Repair Description	Emergency Repair (attend within 2 hours / make safe within 7 hours)	Urgent Repairs (3 days)	Routine Repair (30 days)	Exceptions / Notes
<u>Electrical - Communal areas</u>				
Lift breakdown	✓			
Communal light out (1 no. lamp only)			✓	Treat as urgent if considered a health & safety issue
All communal lights out	✓			
Security lighting			✓	Treat as urgent if providing lighting to common access area
Communal Door Entry system			✓	
<u>Gas Leaks</u>				
Gas leak at communal building				Advise owner to contact Transco to request they attend as an emergency to isolate gas meter and make safe
<u>Drainage blockages</u>				
Drainage blockage affecting Abertay tenanted properties		✓		Treat as an emergency if causing a health hazard. Owner may be charged if found to be due to disposal of inappropriate items

Repair Description	Emergency Repair (attend within 2 hours / make safe within 7 hours)	Urgent Repairs (3 days)	Routine Repair (30 days)	Exceptions / Notes
<u>Common Roofs</u>				
Loose roof tiles		✓		Treat as an emergency if causing water ingress or risk of further damage or tiles falling on to public walk way
Make safe following storm damage		✓		Contractor not to attend in wet, windy or dark conditions
Roof leaks	✓			If leak containable contractor not to attend in inclement weather conditions
Leaking gutters or downpipes			✓	
<u>Water</u>				
Total lack of water supply	✓			Advise owner to contact water utility company to ensure that works are not being carried out in the area
<u>External Issues</u>				
Damaged fencing on communal areas due to storm damage, accidental impact, vandalism etc.			✓	Treat as urgent if deemed to be in a dangerous condition

Repair Description	Emergency Repair (attend within 2 hours / make safe within 7 hours)	Urgent Repairs (3 days)	Routine Repair (30 days)	Exceptions / Notes
Uneven, dangerous path		✓		Would only class as urgent if potential trip hazard

General

For repairs and maintenance items which are not specified above, the Association will aim to deal within the following timescales:

- Emergency repairs - within 7 hours
- Urgent repairs - within 3 days
- Routine repairs - within 30 days

Abertay Housing Association Ltd
Schedule to Statement of Factoring Services
Part 4

Name and address of Owner:

Property:

Estate:

Number of properties in Estate:

Other services provided by the Association to the Owner are indicated below –

Tenement Block:

4 in a Block:

Multi Storey Block:

Buildings insurance arranged:

Block:

Number of properties in Block:

Limit to Inform:

Limit for Consent:

The Limit to Inform and Limit for Consent will increase each 1 April by CPI for the preceding December, rounded to the nearest £5.

Late payment surcharge:

Fixed management fee:

Management fee range:

Repairs Deposit:

Charges applicable to the Property are indicated below:

Fixed management fee

Management fee range

Repairs Deposit payable

The billing frequency is

Date of Issue: