

Blochairn Housing Association

FACTORING: WRITTEN STATEMENT OF SERVICES 2023/24

1. INTRODUCTION

The Property Factors (Scotland) Act 2011 introduced a Code of Conduct for Property Factors. It requires Blochairn Housing Association to provide a written statement of services detailing the terms and service delivery standards provided by the Association to Owners of houses within the Blochairn area.

The Association is registered in the Property Factor Register, **No. PF000257** and is a Registered Scottish Charity No SCO40816.

2. AUTHORITY TO ACT

The Association is authorised to factor the property within the Title Deeds registered within the Land Register of Scotland, **Title Number GLA209459**.

The Association is the Factor on the basis of custom and practice, having provided factoring services since houses were transferred from the local authority or since they were built.

3. SERVICES

The Association aims to provide a comprehensive factoring service.

3.1 Property Management: Services include

- Property management administration
- Communication with Owners, including newsletters
- Arranging and monitoring all routine and planned repair work
- Estate Management
- Weekly bulk uplift
- Administration of Building Insurance, premiums and claims
- An inspection and advisory service
- Issuing quarterly factoring statement
- Issuing other invoices as required
- Copies of invoices free of charge
- Copies of policies free of charge
- Supplying information to lenders and solicitors
- Debt recovery process
- Arranging close meetings (as required)

3.2 Building Insurance: Buildings Insurance is required to protect everyone's investment, and to ensure the building is protected in the event of an insured act, such as fire or storm damage. Property Valuations will be undertaken every 5 years. Buildings insurance is a legal requirement and, as factor, we arrange this cover for all properties, to the full reinstatement value of the property. Our insurance services are reviewed periodically. The current insurer is Zurich municipal Information on the policy, the claims procedure and policy excesses are available from our offices.

The terms of the insurance policy require that any loss or damage likely to be the subject of a claim is reported to Zurich Municipal as soon as it is known. Failure to do so may result in the claim being declined.

Please Note: You should make sure your personal contents and possessions are adequately insured as these are not covered by the Buildings Insurance. For example, if there is water damage to your decoration or possessions from another property, the Buildings Insurance will not cover this peril and, in instances of this nature, the residents of the other property will only be responsible for costs if you are able to demonstrate the resident's negligence.

3.3 Additional Services

You may receive services associated with the upkeep of the development in which you live, and the detail of these services will be noted on your factoring invoice. These services may include:

- a) Stair cleaning and gardening or back-court maintenance
- b) Removal of Bulk uplift from Common Areas
- c) Electricity supply for stair lighting, lifts, door entry and TV aerial systems
- d) Lift maintenance
- e) Maintenance of fire safety facilities

Where services to common areas are not provided, the joint responsibility for maintenance and upkeep rests with homeowners, in line with the Deed of Conditions and billed quarterly through your factoring invoice. If these areas are not maintained, we will be entitled to arrange the necessary works, thereafter levying a charge on all residents. Where other services are requested for the maintenance and upkeep of the property, with relevant consent, we will supply competitive quotes and will arrange for the service to be provided.

3.4 Selling Your Home

If you are selling your property, you should ensure that we receive notification, either directly from you, or through your appointed solicitor (no later than 28 days from proposed settlement date). An administration charge may be applied to cover the costs involved in providing solicitors with the necessary documentation regarding ownership, insurance etc. Should your solicitor require additional information (e.g. details of improvements, building warrants) or if information is required urgently the time involved in collating this information may be charged on an hourly rate.

3.5 Property Maintenance: Property Maintenance is a high priority for the Association and maintaining properties in a good condition is in the interests of both Owners and Tenants. Owners should advise the Association of common repairs required. Where there is an emergency affecting the common parts, out with our normal office hours, you should follow our "Out of Hours" procedure advice, details for which are available via our office answerphone or through our website.

4 REPAIR DEFINITIONS

The table below provides examples of Common Repairs. The category of repair and response times will be confirmed at the point of reporting. Where repairs are deemed to be of an emergency nature, (including matters relating to Health and Safety), we will carry out necessary works to 'make safe', with immediate effect and without need for consultation or agreement.

Category	Description	Examples	Target Response times
Emergency	Where there is danger to life or the safety of individuals; loss of wind or water tightness or security	<ul style="list-style-type: none"> • Gas leaks • Severe water leak • Full loss of common close lighting • Loss of security of common close doors • Unsafe stonework • Smashed or cracked glass • Unsafe electrical wiring • Unsafe steps/paths/walls • Blocked drains 	4 Hours
Urgent	A necessary item which will cause inconvenience if left unrepaired, or where there is a risk of damage to the building	<ul style="list-style-type: none"> • Partial loss of common lighting • Tracing of running overflows/cracked guttering 	3 working days
Routine	Items which will not cause any immediate inconvenience and where there is no risk to damage or residents or members of the public.	<ul style="list-style-type: none"> • Loss of TV reception • Door entry system fault • Missing/broken Tiles. 	10 working days
Cyclical Maintenance & Inspections	Preventative Maintenance or servicing to the common parts of the building fabric (internal & external), common external areas, decoration works, cyclical testing and/or inspection as required by legislation, or the property title deeds.	<ul style="list-style-type: none"> • Roof & gutter cleaning and inspections • Fall arrest system testing • Common electrical test and safety checks and remedial works • Asbestos surveying and monitoring • Legionella testing • Fire safety inspections • Door entry / lift / CCTV maintenance • Tree maintenance • Close and window redecoration. 	

4.1 Management and Co-ordination Fees

We may apply a charge for the management and co-ordination of major works (to cover the cost of preparing works specifications, tendering, formal appointments, ongoing site monitoring, inspections and post contract liaison). It is customary for this charge to be set at 5% (plus VAT) of the total contract value, although this will be reviewed on a "per works contract" basis. Where the charge is expected to exceed the 5%, we will advise you in writing in advance of works instruction. Where works are such that a Management and Co-ordination Fee is to be applied, we will generally enter in to a Minute of Agreement with you, outlining the scope of the works and the terms of the appointment. With the exception of major works, the costs for which are due to be paid in advance, all other charges are retrospective up and to date of issue of invoice. We will apply a Notice of Potential Liability (NOPL) to your property as means of ensuring that monies are recovered for the works. We will ensure the NOPL is lifted when all sums are paid.

5 FACTORING INVOICES

Invoices are currently issued quarterly. The invoice notes the amounts payable for the Management Fee which is a flat rate; and the Insurance premium based on your liability as per the Deed of Conditions; and are billed monthly in arrears. Common repairs, major and cyclical works are recharged as per the share of common repairs noted in your Deeds, unless otherwise agreed. The cost of any additional services may be set at equal amounts or as a percentage depending on, for example, the type of property you live in and the number of residents receiving the service. Contractor invoices are available to view at the office within 14 days of the invoice being issued. An appointment must be made in advance and copies of information will be available on request and within reason. A Statement of Account is issued annually. We will issue these electronically to your email address; or by post where we do not have an email address for you.

5.1 Payment

Invoices are due for payment within 14 days of issue and a variety of options are available to facilitate payment. We encourage payment by monthly direct debit, or electronic payments through our partnership with Allpay. Invoices that are not paid within 14 days of issue, may be subject to late payment penalty charges plus any legal or other fees incurred in recovering the debt. Non-payment will be pursued in line with our Debt Recovery Policy, details of which are available on request. Non-payment may affect provision of services. We reserve the right to add any debts to the overall costs for the stair/block/development and to recharge these to all other owners within the association, where the Title Deeds, or factoring agreement, permit. We will advise owners about this before doing so. Credit on accounts will be refunded on request, or alternatively, will be held to offset future charges.

5.2 Payment Arrangements

If you experience difficulty in paying your Invoice, please talk to our staff as soon as possible. We will be firm, but fair with you, and where possible we will aim to make an arrangement for repayment of the sums in manageable amounts and over a reasonable period of time. Whilst legal action will always be a last resort, it is an option available to us in the event of non-payment and it may include measures such as small claims action, decree or property inhibition.

5.3 Withdrawal of Services

With the exception of building insurance, we reserve the right to withdraw services from an individual homeowner, or from a building, where payment is not received for services rendered. We will notify residents in advance of taking such action.

5.4 Delegated Authority: The Association can instruct works to the estimated value of £500.00 per owner without prior notification. Works estimated to exceed this sum will not be instructed without prior notification to all owners of the proposed works and estimated costs. In an emergency, where there may be potential danger to life or property, the Association can instruct necessary action without prior consultation. Examples are fire or storm damage.

5.5 Private Repairs: The Association may consider instructing non-common works on behalf of Owners with their express written consent and advance payment.

5.6 Insurance: Repairs met through insurance will not be charged to Owners. Owners will only be liable for their share of the insurance policy excess.

5.7 Advance Payment: Owners can make regular payments to build up funds in their account to pay for future repairs and charges.

5.8 Float: A service float of £200 will be charged to new Owners. This is refundable when the Owner sells their house unless there are outstanding arrears.

6 GENERAL DATA PROTECTION REGULATION (GDPR)

We take the issue of security and data protection very seriously and strictly adhere to guidelines within the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018. During the course of our activities we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. Our Privacy Notice (available on our website) explains what information we collect, when we collect it and how we use it, as well as your rights to access or change this information.

7 EQUAL OPPORTUNITIES

The Association is committed to providing fair and equal treatment to all customers and will not discriminate against anyone on any grounds, including age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, and sexual orientation

8 CHANGING FACTOR

We believe we provide a professional, competent and competitive service, however, the Deeds provide scope for you to appoint another property factor. This process will generally involve arranging a meeting to facilitate a vote of all owners and thereafter agreeing a date for the responsibilities to transfer, Further information on this process will be outlined in the Deeds. Where you decide to appoint a new property manager, and have confirmed this to us in writing, we will work with your factor to assist a smooth transition. In advance of the transfer, and subject to our data protection policy, we will provide information about your block as requested by your new Property Manager. We will confirm to you any period of notice/penalty charges for early termination along with 'cooling off' period, as stipulated within the deeds of conditions, along with clear information, including reference to relevant legislation, for example the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004.

9 DISPUTES AND COMPLAINTS HANDLING PROCESS

9.1 Neighbour Disputes

All residents are expected to conduct themselves in a manner that does not cause nuisance or annoyance to neighbours. Every effort should be made to resolve disputes without involving ourselves or other agencies, however, we will provide advice, and where appropriate, BHA may intervene in disputes involving BHA tenants. This does not prejudice the right of any resident to take such legal action as they see fit. Further information and advice is available

from Glasgow City Council website: www.glasgow.gov.uk and searching for Community Relations Unit.

9.2 Complaints Handling Process

We aim to get things right first time however, we recognise that there may be occasions where our service falls short of your expectations or there may be situations where you are unhappy with a contractor. If this is the case, please give us the opportunity to put things right. Our Complaints Handling Procedure (available from our office and website) reflects our commitment to valuing complaints and it seeks to resolve dissatisfaction as close as possible to the point of service delivery and to conduct thorough, impartial and fair investigations so that, where appropriate, we can make evidence-based decisions on the facts of the case.

9.3 First-tier Tribunal for Scotland- Housing and Property Chamber

Once our internal process has been completed, you may request a final review by the First-tier Tribunal For Scotland (Housing and Property Chamber) (previously known as the Homeowner Housing Panel (HOHP)), the independent group appointed by the Scottish Government, to review complaints against property factors. The Housing and Property Chamber contact details are available at www.housingandpropertychamber.scot. We will cooperate with the Housing and Property Chamber and will comply with any relevant request for information relating to their investigations. Where the dispute relates to factoring charges, we will postpone the application of interest or late payment charges until the matter is fully concluded. Address: First-tier Tribunal For Scotland (Housing and Property Chamber First-tier Tribunal for Scotland, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT

10 HOW TO CONTACT THE ASSOCIATION

The Association can be contacted at:

**Blochairn Housing Association,
1 Blochairn Road,
GLASGOW
G21 2ED.**

Phone: 0141 553 1601.
Email: admin@blochairn.org
Twitter: @BlochairnHA
Website: www.blochairn.org

The **Emergency Out of Hours** contact number is **0141 553 1601**