



Written Statement of Service

(Property Factors (Scotland) Act 2011)

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SECTION 1: WRITTEN STATEMENT OF SERVICES

These are the terms and conditions for the provision of a factoring service to owner occupiers by CALVAY HOUSING ASSOCIATION, a society registered under the Co-operative and Community Benefits Societies Act 2014 with registered number 1694RS and the Housing (Scotland) Act 1988, registered as a Registered Social Landlord with The Scottish Housing Regulator (Registered Number HAC 80) and being a recognised Scottish Charity (Charity No SC039234) having our Registered Office at The Calvay Centre, 16 Calvay Road, Barlanark, Glasgow G33 4RE and registered with the Information Commissioner's Office (ICO Registration No Z4998027). We are referred to as "the Association" in this document.

Please note that the Property Factors (Scotland) Act 2011 requires the Association to 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.

A property factor requires to provide each homeowner with a comprehensible Written Statement of Service setting out, in a simple, structured way, the terms and service delivery standards of the arrangement in place between them and the homeowner.

In accordance with the Property Factors (Scotland) Act 2011, this statement sets out the Terms of Service and Delivery Standards of the arrangement in place between Calvay Housing Association and the owners and sharing owners whose properties we factor.

1.1. Legal Basis of Property Factoring Arrangement – Authority to Act

Everyone living within an estate has an interest in keeping the area a safe, pleasant and well-maintained environment in which to live. Homeowners also have an obligation to contribute to some of the costs for repair and maintenance of common areas as defined in their title deeds. Specific details for individual owners are defined in Part 1 of your Schedule at Appendix 1.

Calvay Housing Association Ltd is the property factor for your estate and/or block of flats of which your property forms part. Calvay operates as property factor on behalf of the owners and sharing owners due to either:

- being appointed as property factor within the Title Deeds
- being appointed as property factor by a majority of owners voting at a public meeting

The Specific Authority to Act as factor is detailed in Part 1 of your Schedule at Appendix 1.

Appendix 1 gives a clear breakdown of common responsibility for individual owners.

1.2. Responsibilities

This Written Statement of Services summarises some of the key aspects of your responsibilities as homeowner and Calvay's responsibilities as your property factor.

(i) Homeowner responsibilities

(a) General Responsibilities

As a homeowner you are responsible for the maintenance of your own home. You also have a shared responsibility for the maintenance of common areas in the estate within which you live, and in some cases common repairs. The estate 'divisor' is in accordance with your Title Deeds and detailed in the schedule enclosed with this statement (Appendix 1). You are responsible for your percentage share of maintenance to the backcourt as well as any open spaces and common amenity areas, as noted in the schedule.

You may also have a responsibility to pay a percentage share of common works carried out to the block of which your property forms part. Details of the percentage share you may require to pay for common works are contained within your Deed of Conditions and are also set out in your Schedule (Appendix 1) and can vary depending upon the type of property and type of repair required, e.g. a repair to a tenement roof would generally be split between all residents within that tenement, whereas an external drainage repair may affect residents in more than one building, where they are serviced by that drain.

(b) Specific Responsibilities

Detailed below are some of the main conditions found within the Deed of Conditions. However you should refer to the actual Deed for clarification relating to your property and estate. If you do not have a copy of your Deed of Conditions you can request a copy of the document from your solicitor. Conditions likely to be found in your Deed of Conditions include references to:

- access rights for homeowners;
- access rights for local authorities / public utility companies;
- maintenance and alteration of your property;
- boundary fences and walls;
- insurance;
- shared charges (as detailed in general section above) – homeowners are jointly liable for repair costs incurred in maintaining common areas: and
- homeowners are also liable for a percentage share of works to the block in which the property is located as detailed in the Deed of Conditions

The Title Deeds set out the responsibilities of an owner in relation to maintenance and repair of the common parts of a block or development. In the event that the provisions of the title deeds are silent or unworkable the Title Conditions (Scotland) Act 2003, or the Tenements (Scotland) Act 2004 will be used in substitution.

When homeowners sell or dispose of their property they must notify the Association of the proposed date of sale or transfer and the name of the new owner. If solicitors handling the transaction require copies of invoices, insurance cover, or other documents, these will be provided by the Association. (An administration charge may be applied). The Association will apportion the common repair costs, management fees and other charges due by the outgoing owner up to the date of sale and will notify the incoming owner's solicitors of the factoring service and costs.

(ii) Property Factor's Responsibilities

(a) Core Services

The Association will provide the core services as set out in Part 2 of your Schedule at Appendix 2.

(b) 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. Where a maximum repair cost threshold is specified in the Title Deed, we will consult with owners as per the conditions set out in the Title Deed. See Part 1 of your Schedule at Appendix 1 for the cost threshold relating to your property. Where the Title Deed is silent, we will consult with owners for any works costing over £250 per owner.

The Association may instruct works above any threshold without consultation if the works are required in an emergency or if it considers them to be justifiable on grounds of health or safety. In these circumstances the Association shall recover the costs of that work in terms of Part 1 of the Schedule attached at Appendix 1. The Association will notify owners 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 the 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.

(c) Additional Services

Works In excess of Delegated Authority

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

Major Works

The Association may provide major works or services, including replacement and improvement (i.e. works not set out in Part 2 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 and therefore where we provide this additional service we may apply a 10% administration fee on the cost of the works which will be notified to the owners in advance.

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.

Such additional services will potentially be of significant cost. As such we will always consult with owners prior to the work being undertaken. You should however be aware that it is your responsibility to ensure that you are able to meet your financial obligations for these services.

Planned maintenance may include major repairs, improvements or replacement of component parts, e.g. extensive roofing repairs, upgrade to high security close doors and controlled entry systems, or replacement windows, etc. The Association may instruct maintenance or renewal of common parts up to the threshold amount as stipulated in the Title Deeds, but will only authorise major repair works or improvements estimated to cost more than the threshold amount, following consultation and approval by a majority of owners as per the Title Deeds.

1.3. Insurance

Calvay Housing Association operates a common block buildings insurance policy for all of its properties. The Association will comply with property Deeds of Conditions to ensure the buildings they factor are also adequately insured. Cover will be arranged via a major insurance company and we will use a broker to ensure we achieve the most competitive rate available for the appropriate level of cover.

Owners must comply with all requirements of the insurance policy in relation to safety, security and fire safety. Owners should also note that insurance cover does not include personal effects, furniture, decoration, etc. and it is each owner's own responsibility to ensure they are adequately covered for these items by arranging their own separate house contents insurance.

Owners will receive an annual Summary of Cover and details of the premium at each renewal. A copy of the current Buildings Insurance Policy Summary is appended at Part 3 of the Schedule, which provides details of the insurer, the total sum insured, any excesses which apply and a summary of the policy information for property cover. Further copies are available from the Association's office, upon request. The full terms and conditions of the Policy are also available for inspection at the Association's office, upon request at no charge, unless a paper or electronic copy is requested, in which case we may impose a reasonable charge for providing this.

The Association uses an Insurance Broker to co-ordinate and advise on the tendering for our Insurance Policy and weigh up the value and cost each year. Tenders are advertised via the Public Contracts (Scotland) website, to ensure competitiveness and value for money. The Association also arranges Public Liability Insurance as part of our overall Insurance cover.

(a) Making a Claim for Buildings Insurance

On the happening of an event which could give rise to a claim, owners must notify Calvay Housing Association in the first instance. We will then pass the details to our Insurance Broker if required and they will provide the necessary liaison between the owner and the Insurance Company. Calvay takes no responsibility for the result of any individual claim.

(b) Non-payment of Insurance Premiums

Where an owner has failed to pay their Buildings Insurance Premium within the factoring period, Calvay Housing Association reserves the right to advise the insurer that the property is no longer insured.

1.4. The Management Fee

The management fee is the charge made by the Association to cover the costs of providing the factoring service, including the Core Services (listed at Appendix 2). This fee is based on the cost of dedicated staff time, which is reviewed annually on 1 April in line with the annual % salary increase, to ensure the amount charged accurately reflects the actual costs incurred. The current annual management fee for flats and houses is noted at Appendix 2

1.5 Additional Services

The Association also arranges, administers and apportions costs for the following:-

- Stair-lighting maintenance of common closes, as charged by GCC per close
- Common electricity supply for close lighting and controlled entry systems as charged by Scottish Power per close

SECTION 2: COMMUNICATION AND CONSULTATION

The Association appreciates the importance of maintaining a good relationship with our owners, to ensure that all properties and common areas within our estate are well maintained. We also aim to ensure the service is cost-effective for both the owners and the Association and that everyone is clear about how the service operates, i.e. what is included, how much it costs and how those costs are recovered.

In accordance with the Act, this written statement has been provided to all existing homeowners, together with specific information relating to individual properties (Appendix 1). Should there be any future changes to the terms of the written statement further copies detailing those changes will be circulated. Written statements will also be provided to new owners joining the factoring service, to ensure all owners have clear and concise information about how we communicate and consult with you, how we raise charges and apportion costs, how we recover debt, administer insurance, carry out repairs and resolve complaints.

The Association will issue information leaflets to owners as part of the annual rent and factoring charges review, providing up-to-date details of all services and anticipated costs for the following year. Following the consultation, owners will receive individual letters advising of the specific charges for their property and giving at least 4 weeks notice of any increase to be applied from 1st April each year. These charges will vary depending on the type of property, the level of services provided and the extent of common and amenity areas to which the owner is liable to contribute, as per their Deed of Conditions. (See Appendix 1)

The Association will comply with current data protection legislation when handling any personal data of their factored owners and will ensure that this information is held and used safely and appropriately. More information about Calvay Housing Association as your property factor can be accessed via the Association's website or by contacting the Association in writing, by email or in person. (All contact details given below). Owners will also have the opportunity to receive information and to participate in consultation on general matters, via the Association's newsletters, annual report, satisfaction surveys and open meetings, or by contacting the office at any time.

2.1 Contact Details

Owners can contact the Association by phone, email, via our website, in writing or in person at:-

Calvay Housing Association
The Calvay Centre
16 Calvay Road
Barlanark
GLASGOW G33 4RE
Tel: 0141 771 7722

The office is open from 9am till 5pm Monday to Friday.

Out of Hours: Tel: 0800 595 595 for Common Emergency Repairs only.

Please remember, this is only for common repairs. If you have a repair that is specific to your property such as a leaking cistern, central heating breakdown or something that only affects your flat, this is not covered and you will need to contact your own contractor. (See Section 7 for more information about repairs and maintenance)

Email: enquiries@calvay.org.uk

Website: www.calvay.org.uk (or search by Calvay Housing Association)

These contact details and other useful telephone numbers are noted on the Association's newsletters, on our website and also on the office answer machine.

Staff will aim to respond to non-urgent telephone enquiries within 24 hours. However this may take less or more time depending on the nature of the enquiry. Non-urgent enquiries made by email or letter will be responded to in writing within 5 working days.

SECTION 3: CARRYING OUT REPAIRS AND MAINTENANCE

Calvay Housing Association aims to provide a comprehensive maintenance service that includes reactive repairs, cyclical maintenance and a clear strategy for long-term planned maintenance, to prolong the integrity and useful life of the properties that we own outright or manage as a property factor. The Association is further committed to working with partner agencies and owner occupiers within our area of management, to ensure that the stock and neighbourhood as a whole, maintains its value and contributes to the long term sustainability and viability of the Association as a landlord.

3.1 Common Reactive Maintenance and Repairs

The Association will carry out common repairs to items such as external walls, the roof and roof space, gutters, downpipes, close entry doors, backcourts, paths, etc. We maintain a Reactive Maintenance Contractors Framework for the purposes of providing reactive repairs and maintenance. This framework is reviewed bi-annually in accordance with the Contractor Selection Policy, to ensure all contractors are financially viable, hold the required insurances and are suitably qualified to carry out the works required, to an acceptable standard and at a reasonable cost. The full Policy is available on our website or by contacting the office.

3.2 Reporting Repairs & Response Times

(i) During office hours

All common repairs should be reported directly to the Association **0141 771 7722** and we will instruct our contractors to carry out repairs within these timescales:-

Repair Type	Target Response Time
Emergency	Make safe within 6 hours and complete within 24 hours <i>(repairs that pose a risk to health or safety, or require to be done to avoid serious damage to the property)</i>
Non-Emergency	Complete within 7 working days <i>(minor repairs that can wait a short while before being done)</i>

(ii) Outwith office hours

Common emergency repairs only should be reported to **0800 595 595**.

Please note: - that the Association may recharge owners where they have used the Out of Hours Emergency Service for repairs that were not actually emergencies, i.e. repairs that pose a risk to health or safety, or require to be done to avoid serious damage to the property) or not common repairs, i.e. repairs to their own individual property.

Please also note:- that where an emergency repair requires access to an owner's individual property, every effort will be made to contact that owner, failing which, if in

the opinion of the Association, access is required immediately, the Association will force access. This action would only be taken in extreme situations.

The Association has authority to instruct common repairs that are below the threshold amount without consulting owners, but, we would generally aim to advise owners where the likely cost is more than £250 per property. The exception will be in the event of emergency repairs where there is risk to persons or the property and no threshold will be applied. We will carry out the repair and recharge accordingly. The specific threshold amount for individual properties as per your Title Deed is noted on Part 1 of your Schedule at Appendix 1.

In regard to common emergency repairs, there will be no threshold. The Association will carry out such works as it deems necessary to ensure the interim protection and safety of the property and its residents and will recover these costs accordingly. This may also relate to temporary repairs required to alleviate any health and safety issues, pending the decision of a majority of owners to authorise major works.

3.3 Inspections

When an owner reports a repair Calvay Housing Association may carry out an inspection of the reported repair if:-

- ❖ the nature of the defect or source of the problem cannot be easily identified
- ❖ a similar repair has recently been carried out to the same property
- ❖ the required repair is a recurring defect
- ❖ the defect is not a standard repairs item, or
- ❖ the defect could lead to an insurance claim.

The Association will also make owners aware of the requirement in fire safety law to ensure that common areas are kept free of combustible items and obstructions and owners must adhere to the Fire Safety Regulations and associated procedures that ensue.

In general, Calvay endeavour to conduct not less than 10% of pre and post inspections of works. Similarly, where any major repairs or improvement works are carried out, pre and post inspections will generally be conducted, as well as the monitoring and repair of defects.

SECTION 4: FINANCIAL OBLIGATIONS

4.1 The Invoicing System

Invoices are posted out quarterly in April, July, October and January. Standard factoring charges and service charges are invoiced quarterly in advance, i.e. management fee, common buildings insurance, stair-cleaning, open space maintenance, bin store maintenance and bulk uplift. All other charges, i.e. stair-lighting maintenance, common electricity charges and repair costs are invoiced in arrears, following receipt of the respective bills from Glasgow City Council, Scottish Power or the relevant contractor. These charges are apportioned as per the owner's share and included in the next available factoring invoice, with the relevant cost for each item noted. Copies of contractors' bills will be made available to owners on request.

Any queries or disputes pertaining to factoring invoices should be notified to the Association as soon as possible, so that we can resolve them as quickly as possible. The Association will acknowledge and respond to any such queries within 5 working days. Where the matter

requires further investigation before it can be resolved, the owner will be notified in writing and advised of an expected timescale within which a response will be provided. The invoice amount may be put on hold pending the outcome of any investigation.

4.2 The Payment System

We need owners to settle their accounts promptly and at least, within 28 days of the account issue date. The Association will have already paid these costs to our contractors and insurers, so in order that we can continue to pay costs up front and keep our charges low, we need owners to pay on time. Owners that anticipate having difficulty in making a payment should contact the Association for assistance and discuss a mutually agreeable payment arrangement, where appropriate. The Association also provides access to an independent Welfare Rights Officer and an appointment can be arranged by contacting our office. This service is intended to encourage tenants and owners to maximise their income by applying for any benefits to which they may be entitled, as well as providing advice and assistance with budgeting or debt management problems. In the event that payment is not received within 28 days, the Association will have no option but to follow the steps set out in our Debt Recovery Procedures within our Factoring Policy.

4.3 Methods of Payment

Various methods of payment are available to suit individual preferences. You can use your allpay payment card to pay by:-

- Cash – over the counter at any Post Office or Paypoint outlet
- Over the phone using your debit card – Tel: 0330 557 8321 or Tel Calvay office
- In person at Calvay Office using your debit or credit card
- Using your Smartphone – by downloading the allpay APP
- Online – by logging onto www.allpay.net – if you don't have access to the internet you can make an online payment at the Association's offices

You can also pay by

- Direct Debit via your bank account – simply contact the office to arrange this.

4.4 Factoring Floats

Calvay Housing Association does not administer factoring floats.

4.5 Change of Ownership

Upon notification that an owner intends to sell or otherwise dispose of their property, the Association will prepare an account to cover the period up to the date of sale and apportion charges accordingly. Any outstanding amounts should then be settled in full by the outgoing owner, by the change of ownership date at the latest. Alternatively, where there is a credit on the outgoing owners factoring account, this will be refunded at the change of ownership date. The owners' solicitors would generally request this account and arrange settlement. Where contractors' invoices for completed works are due after the date of sale, the owners' solicitors will be advised of an estimated cost to be retained for payment of such costs in the final account. A £50 charge may be made for the preparation of a final account, or £70 if less than seven days' notice is given.

4.6 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.

4.7 Termination of Factoring Agreement

Calvay Housing Association has been duly appointed and is keen to continue to act as your property factor to protect the interests of the properties that we own and ensure all common areas within the estates are well maintained. However the Deed of Conditions makes provision for this to be changed, but only if a majority of owners within your block, vote in favour of a change of property factor.

For obvious reasons, Calvay Housing Association would not want to stop maintaining common areas, unless an alternative service was in place. Therefore, to avoid major maintenance problems arising, Calvay Housing Association may continue to act as property factor, unless and until a majority of owners within a specific block vote to appoint an alternative property factor.

If a group of homeowners decides to terminate their arrangement with the property factor, after following the procedures laid down in the Title Deeds or in legislation, Calvay Housing Association will make available to the affected homeowners all relevant financial information that relates to their accounts. This information will be provided no later than the point of settlement of any funds due. Unless the Title Deeds specify otherwise, the Association will return any funds due to homeowners (less any outstanding debts) automatically, at the point of settlement of the final bill, following change of property factor.

It is important to note that Calvay Housing Association also reserves the right to withdraw from the role as property factor within a specific block or estate where it considers this appropriate, such as if it is no longer cost effective to factor that block or estate. If this were to happen, the Association would write to every affected homeowner giving at least 3 months notice that they required to make arrangements to appoint an alternative property factor.

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.

SECTION 5: COMPLAINTS RESOLUTION

Calvay Housing Association has a comprehensive complaints policy and procedure, copies of which are available on request or on our website.

Where a complaint against the Association is not resolved to the satisfaction of the owner, the Property Factors (Scotland) Act 2011 makes provision for owners to refer their complaint

and submit an application to the FTT who will determine whether the Association has failed to carry out their duty as a factor or failed to comply with the Code of Conduct. The FTT will not accept a complaint from a homeowner, until they have exhausted the Association's complaints procedure in the first instance.

Contact details for the FTT are noted below:-

Housing and Property Chamber
First-tier Tribunal for Scotland
Glasgow Tribunals Centre
20 York Street
GLASGOW G2 8GT

Tel: 0141 302 5900

Email: HPCAdmin@scotcourtribunals.gov.uk

Website: <https://www.housingandpropertychamber.scot/>

Declaration of Interest

The Association confirms that it owns at least one property within the block or development that is factored.

Compliance

Under section 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 section 17(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.

General Data Protection Regulation (GDPR)

Calvay 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.

Our GDPR Policy and Privacy Notice explains what information we collect, when we collect it and how we use it, copies of which can be found on our website or by contacting the office.



PROPERTY FACTORS (SCOTLAND) ACT 2011 – DELEGATED AUTHORITY TO ACT

Address of Factored Property:

Authority to Act as Factor in accordance with:

Share of Common Repairs and Maintenance:

Situation as per Title	Share of Maintenance & Common Repairs (Block)	Share of Maintenance & Common Ground (General)	Share of Maintenance Amenity Areas (General)	Repairs Threshold (before consultation is required)**

*** The Repairs Threshold denotes the cost of works per block or property, (as stipulated by the Title) that the Factor can authorise without consulting owners. Where major repairs are estimated to exceed the threshold, the Factor must consult with the owners concerned and only instruct the works where a majority of owners are in agreement.*



THE CORE SERVICES PROVIDED INCLUDE THE FOLLOWING:-

- all property management and administration services
- advertising for and maintaining a Reactive Maintenance Contractors' Framework
- arranging and overseeing of cyclical and major works
- instructing common reactive repairs and apportioning costs for common works
- pre and post inspection service for 20% of repairs and maintenance works
- weekly uplift and disposal of bulky items from backcourts
- provision of technical expertise and an advisory service for owners
- ensuring common buildings insurance, premiums and claims
- providing information, communication and consultation with owners
- issuing invoices, maintaining accounts, monitoring and recovery of arrears
- providing access to an independent and qualified welfare rights service
- liaising with solicitors in sales and re-sales and apportioning costs respectively
- Managing and maintaining secure data on behalf of owners
- Stair-cleaning service for all closes, based on a per unit split of actual costs
- Environmental maintenance, 3 separate charges split by actual costs per area covered
 - i) grass-cutting, tree pruning & litter picking of backcourts and other common areas
 - ii) bin store maintenance including a fortnightly clean out
 - iii) weekly pulling through of bulky items for uplift