



Written Statement of Services

Contents

- Written Statement of Services _____ page 3
- Core Services _____ page 4
- Core Services Delegated Authority _____ page 4
- Additional Services _____ page 5
- Works in excess of Delegated Authority _____ page 5
- Major Works _____ page 5
- Financial & Charging Arrangements _____ page 5
- Management Fee _____ page 5
- Allocation of costs for core & additional services _____ page 6
- Invoicing & how to pay _____ page 7
- Factoring invoice queries _____ page 7
- Difficulty paying _____ page 7
- Debt recovery _____ page 7
- Communication _____ page 8
- Reporting a common repair _____ page 8
- Buildings Insurance _____ page 9
- Change of ownership _____ page 10
- Private & Commercial letting _____ page 10
- Declaration of Interests _____ page 10
- Ending Factoring Arrangements _____ page 10
- Making a complaint _____ page 11
- Compliment our services _____ page 12
- Compliance _____ page 12
- Contact us _____ page 13
- Accessing info _____ page 13
- Glossary of terms _____ page 14
- Property Specific Schedule _____ page 20

Written Statement of Services

This written statement of services meets the requirements of the Code of Conduct for Property Factors as required in the Property Factors (Scotland) Act 2011, with which Ardenglen Housing Association Limited, as a property factor, must comply. Our Written Statement of Services is not intended to be a legally binding agreement. It describes, in simple and transparent terms, how we will deliver services and sets out our service commitments to you.

The Association is a Registered Property Factor (Registered Number PF000168) – incorporated under the Industrial and Provident Societies Acts (Registered Number 2339 R (S)) registered with the Scottish Housing Regulator (Registered Number HCB 219), being a recognised Scottish Charity (Charity Number SCO32542), ICO Registration number Z5937922.

The Association is a “not for profit” organisation which means that any surplus we make is reinvested back into our homes, communities and services. For the factoring service itself there is no element of profit and the costs involved are the actual costs of providing the service within our communities.

The purpose of this written statement of services is to detail the role of the Association as Property Managers on behalf of owner occupiers. It is the Association’s responsibility to arrange and oversee the general upkeep of factored buildings, ensure that common parts are maintained to a high standard and that all necessary repairs are carried out.

Our authority to act as your factor

You’ll find everything you need to know about your rights and responsibilities as a factored homeowner in the title deeds to your property. It sets out the rules covering the management, maintenance, insurance, repair and improvement of the shared parts of your building. It also sets out the rights and responsibilities of you as owner and us as your property factor.

The Association was appointed to act as Property Factor in accordance with the provisions of either the title deeds relating to your property or in accordance with the Tenements (Scotland) Act 2004.

Your solicitor should have discussed your title deeds with you when you bought your property. The Association doesn’t hold copies of your deeds. However, you can get a copy from the Registers of Scotland, who charge for this service.

You can contact Registers of Scotland by:

phone: 0800 169 9391

email: customer.service@ros.gov.uk

web: www.ros.gov.uk

in writing: Registers of Scotland,

Hanover House, 24 Douglas

Street, Glasgow G2 7NQ.

Keeping your data safe

We take the issue of security and data protection very seriously and strictly adhere to guidelines published in the Data Protection Act of 2018 and the UK General Data Protection Regulation (GDPR) which is applicable from the 25th May 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 Fair Processing Notice can be found on our website and explains how we handle your information.

When you give us information we take steps to make sure that your personal information is kept secure and safe. Further details on the security measures we have in place can be found in our Privacy Policy which is on our website.

We are notified as a Data Controller with the Office of the Information Commissioner under registration number Z5937922 and we are the data controller of any personal data that you provide to us.

Our Data Protection Officer is Claire Beckley. Any questions relating to your data and our privacy practices should be sent to Claire Beckley at Ardenglen Housing Association, 355 Tormusk Road, Glasgow, G45 0HF or emailed to dataprotection@ardenglen.org.uk

Further information on the General Data Protection Regulation can be found on the Information Commissioner's Office website: www.ico.org.uk

Our Services

The Association provide a number of services to our factored owners as follows:-

Core Services

The Association will provide the core services set out in Part 2 of the Schedule 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 which it forms part.

Core Services - 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. 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.

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.

Additional Services

Works In excess of Delegated Authority

The Association may provide services out with the core services as set out in Part 1 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 Part 2.

Major Works

The Association may provide major works services including replacement and improvement (i.e. works not set out in Part #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% administration fee on the cost of the works and this 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.

Financial and charging arrangements

Management Fee

The Association charge an annual management fee for carrying out its function of providing the core services. We review our management fees annually and you will be advised of any increase no later than 18th March, with the increase taking effect from 1st April. We set the fee for the coming year and consider: the market, the economic climate and how this may affect homeowners, demand on our services and our ability to meet this within resources, changing regulations and legislation that may affect homeowners or our sector, and required investment in our services to ensure they are as efficient and effective as possible and will meet changing consumer expectations.

We strive to deliver good value for money services and aim to keep our costs as competitive as possible.

The Management Fee is the charge for managing the area of which your property forms part. This may include:-

- Arranging maintenance and repair of the common parts, emergency repairs, day to day repairs, major repairs and cyclical maintenance
- Liaising with contractors and tendering for the best service and price
- Working with an Insurance Broker to provide buildings insurance for owners where this is a requirement of the title deed
- Administrative costs in sending invoices, letters and newsletters
- Administration in the preparation of invoices to ensure that charges are accurate
- Provision of credit control by income team to ensure accounts are paid
- Working with debt collection agencies and solicitors to recovery debts
- Ensuring that the areas meet health and safety requirements, for example, fire safety regulations etc
- Information and advice, for example, through website, newsletters
- 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
- Complying with legislation, including the Property Factors Scotland Act 2011

If the repair is of a complex nature or for any reason the Association is involved in additional work beyond routine maintenance, an additional fee may be charged, providing the same is reasonable in accordance with the time spent dealing with the matter.

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. The share of the common charges payable by each owner in the block is determined in your title deeds.

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.

If the Association agrees to undertake additional works/services or carry out work which exceeds its delegated authority it will seek the authorisation of the owners in line with the title deeds. The Association will provide the owners with details of the anticipated costs of the works (including any additional administrative costs) and may, at their discretion, only carry out works when they have 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 the 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 any major works from an owner(s) in a block the Association may seek to have a repayment charge registered over the property utilising the 'missing share power' provided in the Tenements (Scotland) Act 2004 and the Registered Social Landlords (Repayment Charges) (Scotland) Regulation 2018

Invoicing and How to Pay

Your factoring invoice will be sent to you at the property address or any alternative address you provide to us. The invoice will be issued in April of each year. You will be invoiced in advance for the 12 month period ending March (for example 1st April – 31st March) and your invoice will give a detailed breakdown of the services provided for the period along with details of the costs allocated for each service.

We request that payment is made within 21 days of receipt of the invoice and you can make payments using any of the methods below:-

Telephone: 0141 634 8016

Website: www.ardenglen.co.uk

Direct Debit: call the office on the number above and our finance department will setup a direct debit with you.

Please note that the Association does not accept cash as payment for its factoring services

Factoring invoice queries

Invoice queries If you have any queries relating to your invoice please contact a member of the finance team as soon as possible on receipt of your invoice.

Difficulty paying

If you have difficulty paying your bill please contact a member of the finance team as soon as possible and we will help you in any way we can.

Our website has advice and links to free and impartial debt advice organisations that can support you. Our staff can also refer you, with your agreement, to agencies who can offer help and support.

Debt recovery

The Association operates a strict debt recovery procedure, full details of which are available on our website or from the Association upon request. A brief description of the debt recovery stages is as set out below:

- 21 Days from Invoice Date: 1st Reminder letter issued
- 35 Days from Invoice Date: Final Reminder letter issued before formal debt recovery commences

Whilst the 1st Reminder letter will be issued free of charge, the Final Reminder letter will generate a late payment fee of £10 plus VAT (subject to annual review) which will be

applied to the next quarterly invoice. In addition, the Association reserves the right to apply a Notice of Potential Liability for Costs against the title of the property. This notice warns any potential purchaser or lender that there is an outstanding sum due against the property and this may in turn result in an owner having problems effecting a sale or completing a remortgage of the property. The cost of applying the Notice together with any additional legal fees associated with the recovery of debt, will be applied to the individual account of the debtor.

Communication

Reporting a Common Repair

It's best to report repairs as soon as you are aware of an issue. This prevents further damage to your property.

Repairs procedures have been developed to ensure that repairs have been carried out to a good standard, in as cost effective a manner as possible and within a timescale which causes the minimum inconvenience and nuisance to residents as is reasonable in the circumstances.

Please be aware that repairs within your own individual property remain your own responsibility.

You can report a repair at any time, in a number of ways. If you need to report a repair out with normal working hours this can be reported via our telephone number below, the automated message will guide you through the process:

- Telephone: 0141 634 8016
- Website: www.ardenglen.co.uk
- In person at our office: 355 Tormusk Road, Castlemilk, Glasgow, G45 0HF

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 maintenance officer to visit the block and assess the repair.

The target timescales for resolution of common repairs are as follows:-

- Emergency: Make safe of complete within 4 hours
- Urgent: Complete within 3 working days
- Non-Emergency: First appointment within 3 working days and completion within 7 working days if a follow-on appointment is required
- Extended repairs where multiple trades and/or appointments are required: 15 working days

These timescales may sometimes require to be extended if, for example, a contractor has to order parts/materials in order to complete the works or if owners are required to vote on proposed works due to the cost exceeding the delegated authority amount however we will

keep you and your neighbours informed. 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.

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

Building insurance

The title of your property may provide that a communal building insurance policy is provided by the factor and requires to be in place on behalf of all owners within your block or development. This is designed to protect everyone's interests and means your block is always fully covered in the event of an insured act such as fire or storm damage.

Part 3 of the Schedule annexed will confirm whether the title deeds specify whether the Association as factor is obliged to administer buildings insurance for your property and if so at what level this is currently provided at. Where insurance is in place, owners will receive an annual Summary of Cover and details of their Sum Insured and premium at each renewal. Where insurance is provided by the Association the rates are subject to regular competitive tendering and are reviewed annually.

Part 3 of the Schedule annexed provides details of the insurer, indemnity limits and any excesses which apply and a brief summary of cover for Public Liability cover. The Association will not carry out an insurance revaluation to your property.

Your common charge bill includes details of the cost of your cover, as well as the administration fee we charge for providing this service.

We write to you every year showing details of your cover and what is not covered, your annual premium (paid quarterly and detailed on your common charge bills), any policy excess and details of the insurance provider.

A copy of the current Buildings Insurance Policy Summary which provides details of the insurer, the total sum insured, any excesses which apply and a summary of the policy information for property cover can be obtained from our finance department and is provided annually with your invoice. We also have in place Public Liability Insurance. Should you wish further information on this policy please contact our finance department on 0141 634 8016.

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.

Failure to pay the building insurance premium will mean you may be unable to make a claim on your building insurance.

Change of ownership

In the event that the property is to be sold we request that your solicitor provides us with at least 4 weeks' notice in writing of the sale and include details of the names of the new owners, the date of sale and a forwarding address for you.

Final factoring invoices will be issued to your solicitor for settlement and will include the Sale Admin Fee and any float refund due. Details of the current selling administration fee are on our website www.ardenglen.co.uk If the final invoice should not be issued to the seller's solicitor, this should be confirmed in writing and the correct forwarding address should be provided. We will ask that the solicitor acting in the sale retain an appropriate sum to meet the final invoice.

Final invoices are generated 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. The expected month of the final invoice issue will be confirmed to the seller's solicitor within the initial written correspondence.

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.

Declaration of interest

Where we own a flat in your block we will have an interest as an owner in the common parts of your block. This means that we will have rights and responsibilities in terms of looking after and paying for the upkeep of the shared parts of the building.

Ending Factoring Arrangements

The appointment of the Association as factor may be terminated on the instructions of the requisite number of owners in a block or development at a meeting 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 usually have one vote for each property owned by them. 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 you decide to appoint a new property manager, and have confirmed this to us in writing, we will work with your new factor to make the transition easier. Subject to the Association's data protection policy and wider data protection legislation we will provide information about your block requested by your new property manager.. This process may require letters of authority from the majority of homeowners to confirm their instructions on the information they wish to be shared.

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 this final invoice will take into account any sum held on the account as a credit.

It is your responsibility to cancel any Direct Debits or standing orders for payments to us at this point. It is not our responsibility to automatically return payments that continue to be made to us after your factoring arrangement with us has ended.

In extreme cases, we may have to consider withdrawing some or all factoring services. This may be as a result of non-payment of debt.

In these cases, we would write to affected homeowners to make them aware of our intention, along with the process and timescales involved. We will give 3 months notice that we plan to withdraw our core factoring service. This will give homeowners time to arrange alternative factoring provision including buildings insurance if appropriate.

Making a complaint

We take complaints about our service seriously and deal with them in a timely manner. Customer complaints are used to try and improve our service to prevent the same issues from occurring again. Should you have reason to complain about our factoring service you can do so:

In writing: Ardenglen Housing Association,

By telephone: 0141 634 8016

By email: info@ardenglen.org.uk

Online: www.ardenglen.co.uk

The Association has a two stage complaints process and will respond to complaints within the timescales set out below:-

Stage 1 – Frontline Resolution

We aim to resolve complaints quickly and as close to the point of service delivery as possible. We aim to resolve complaints within five working days or less, unless there are exceptional circumstances.

Stage 2 – Investigation

Complaints that reach this stage have not been resolved at Stage 1 or are so complex that they require further investigation before we can provide a decision.

When dealing with complaints at this stage we will:

- acknowledge receipt of the complaint within three working days
- discuss the complaint with you to understand the reasons for it and how we might be able to resolve the complaint.
- Provide a full response to the complaint as soon as possible but no later than 20 working days.

If we have fully investigated the complaint and you are still dissatisfied with our response or the way we have dealt with your complaint then you can ask the First Tier Tribunal for Scotland to review your complaint. You can make an application to the First Tier Tribunal for Scotland if you consider we have failed in our factoring duties, or failed to comply with the Code of Conduct. Before you can take a complaint to the panel you must first notify us in writing of the reasons why you consider that we have failed to carry out our duties, or failed to comply with the code. We must also have refused to resolve your concerns, or have unreasonably delayed in attempting to resolve them.

Contact details for First-tier Tribunal for Scotland Housing and Property Chamber

Tel: 0141 302 5900

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

Writing: First-tier Tribunal for Scotland Housing and Property Chamber, 4th Floor, 1 Atlantic Quay, 45 Robertson Street, Glasgow G2 8JB,

Compliment our services

We are always delighted to receive any compliments about the services we deliver. Along with complaints and general customer feedback these help us understand the services you want and how you want them delivered.

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 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.

Contact Us

For information or assistance on any aspect of our factoring service please get in touch using any of the methods below:

Phone us: 0141 634 8016

Visit us: Ardenglen Housing Association, 355 Tormusk Road, Castlemilk, Glasgow, G45 0HF

Email us: info@ardenglen.org.uk

Visit us online: www.ardenglen.co.uk

When you write to us or email us we will:

- respond within 3 working days.
- acknowledge your correspondence within 5 working days if a full response is likely to take longer (for example, to obtain further information).

When you telephone us we will:

- answer all telephone calls promptly
- deal with all enquiries immediately, but where this is not possible we will call back at an agreed time.
- ensure that when offices are closed, an answerphone or message service will be in operation.
- respond to any messages left on our voicemail upon the office re-opening

Our office opening hours are available on our website.

Accessing Information

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

www.ardenglen.co.uk

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

Please contact our office if you require a hard copy of any documents.

We can produce information on request in large print, Braille and audio formats.

Glossary of terms

Abusive or intimidating

For a property factor (or a third party acting on their behalf) to communicate to a homeowner in a manner where it is reasonable for the homeowner to form a view that this manner is offensive or insulting and/or for a property factor or a third party acting on their behalf to cause the homeowner fear and alarm including threats of physical and/or non-physical violence against the homeowner.

A homeowner can, if they choose to do so, report such matters to Police Scotland if they believe that their property factor (or a third party acting on its behalf) has acted in a manner which may be a criminal offence in Scots or the law in the rest of the UK.

Authority to Act

A statement on the basis of why a property factor is acting on behalf of homeowners including any legal basis where applicable.

Code

The property factor code of conduct as defined in section 14 of the Property Factors (Scotland) Act 2011.

'Cooling off' period

A set period of time after an arrangement is agreed between homeowners and a property factor during which the homeowners can terminate the contract without incurring any penalty notice that may apply.

Collateral warranty

An agreement associated with a primary contract (often concerning building work) which provides for a duty of care to be extended by one of the contracting parties to a third party not party to the original contract.

Commercially sensitive

Information which if disclosed may prejudice the commercial interests of the property factor or any other person, who may be an individual, a company, a public authority or any other legal entity.

Complaint

An expression of dissatisfaction (either orally or in writing) from a homeowner or homeowners in relation to the standards of service provided by their property factor.

Core Service

Factoring services under agreed fee arrangements which do not incur additional ad hoc fees and charges.

Custom and practice

A course of action between a property factor and homeowners which has historically been undertaken in a particular way and is considered by one or more parties as the norm in the

absence of any formal contract or arrangement between a property factor and homeowners.

Data protection policy

A property factor's procedures for how it processes and safeguards personal data in accordance with any relevant data protection requirements.

Delegated authority

Authority granted by homeowners to a property factor to make decisions on their behalf always up to an agreed threshold without the property factor seeking further agreement from the homeowners.

Emergency repair

Where urgent work is required to prevent damage, or in the interests of health and safety, and where there is not time for the property factor to use the normal channels of consultation and decision-making with homeowners.

Enquiries

A request to the property factor (either orally or in writing) from a homeowner asking for information and where the request does not include an expression of dissatisfaction from the homeowner (see "complaint").

Floating funds

The collective term for advance payments made by homeowners kept in a maintenance account by a property factor to deal with routine or minor repairs.

Financial Conduct Authority

The conduct regulator for financial services firms and financial markets in the UK.

First-tier Tribunal for Scotland Housing and Property Chamber

A specialist dispute resolution body (independent from the Scottish Government) whose Housing and Property Chamber deals with undetermined and new disputes between homeowners and property factors from 1 December 2016.

Homeowner

As defined in section 10(5) of the Property Factors (Scotland) Act 2011. Also see Appendix A of the Code.

<http://www.legislation.gov.uk/asp/2011/8/section/10>

Homeowners within the group

The homeowners who should be informed in cases where a property factor is required to provide certain information or seek approval from as required by the Code in relation to matters which may affect a specific development where these homeowners may reside and/or account(s) held by those homeowners.

Housing Association

As defined in section 1 of the Housing Associations Act 1985

<http://www.legislation.gov.uk/ukpga/1985/69/section/1>

Land

Both land and any buildings on that land.

Letting agency work

As defined in section 61 of the Housing (Scotland) Act 2014.

<http://www.legislation.gov.uk/asp/2014/14/section/61>

Local Authority

As defined in section 2 of the Local Government etc. (Scotland) Act 1994.

<http://www.legislation.gov.uk/ukpga/1994/39/section/2>

Notice of potential liability for costs

A notice registered by a property factor in accordance with section 13 of the Tenements Scotland Act 2004 or section 10A of the Title Conditions (Scotland) Act 2003 for the purposes of recovering common maintenance costs and debts due by homeowners.

Professional indemnity insurance

A form of liability insurance which protects a property factor from bearing the full cost of defending a negligence claim by homeowners.

Property factor

As defined in section 2 of the Property Factors (Scotland) Act 2011.

<http://www.legislation.gov.uk/asp/2011/8/section/2>

Property factor duties

As defined in section 17(5) of the Property Factors (Scotland) Act 2011.

See Appendix A of this Code.

<http://www.legislation.gov.uk/asp/2011/8/section/17>

Property factor enforcement order

As defined in section 20 of the Property Factors (Scotland) Act 2011.

<http://www.legislation.gov.uk/asp/2011/8/section/20>

An order requiring a property factor to undertake such action as a First-tier Tribunal considers necessary, and, where appropriate, make payment to a homeowner, as the First-tier Tribunal considers reasonable.

Property factor registered number

A number allocated to a property factor upon registration by Scottish Ministers in accordance with section 13(1) and 13(2) of the Property Factors (Scotland) Act 2011. A property factor must take all reasonable steps to ensure that this number is included in any document sent to a homeowner.

Property Factors (Scotland) Act 2011 (2011 Act).

An Act of the Scottish Parliament which makes provision for a register of property factors requiring property factors to be registered and the resolution of disputes between homeowners and property factors; and for connected purposes.

<http://www.legislation.gov.uk/asp/2011/8/contents>

Prudential Regulation Authority

Responsible for the prudential regulation and supervision of insurers.

Public liability insurance

A form of liability insurance which compensates a person if they experience personal injury or damage to their property.

Out-of-hours

The time period which is out-with any standard working hours as set out in a written statement of service provided to a homeowner.

Reasonable

A course of action, consideration or decision which is fair, sensible and appropriate.

Register of property factors

The public register prepared and maintained by the Scottish Ministers (or other delegated authority) under section 1 of 2011 Act.

<http://sedsh119.sedsh.gov.uk/propertyfactorregister/>

Registered

The property factor is currently entered on the register of property factors with a property factor registered number allocated by Scottish Ministers.

Relevant person

A responsible person (see below) or other individual directly concerned with the control or governance of the property factor listed on the register of property factors in accordance with section 3(2)(d) and 3(8) of the 2011 Act.

Responsible person

The individual, either sole trading as a property factor, or holding the most senior position in the management structure of the partnership, company or body directly concerned with the control or governance of the property factor, listed on the register of property factors in accordance with section 3(2)(c) and 3(9)(a) of the 2011 Act.

Scottish Ministers

As defined in section 44(2) of the Scotland Act 1998.

<http://www.legislation.gov.uk/ukpga/1998/46/section/44>

Scottish Housing Regulator

Regulates the interests of people who use the services of a social landlord such as a local authority or a housing association.

Sink/reserve funds

A fund used to gather monies from homeowners to pay for major repairs. The arrangements are normally written into the title deeds to the property.

Substantial change

Any change to the written statement of services which is necessary as a result of substantial, amended or additional factoring arrangements, changes to the property factor code of conduct or other relevant legislative requirements (including the finding of a First-tier Tribunal or Upper Tribunal).

Tenement Management Scheme

The tenement management scheme under the Tenements (Scotland) Act 2004 sets out procedures flat owners may need to follow when making 'scheme decisions' about maintaining and repairing common parts, depending on the title deeds.

<http://www.legislation.gov.uk/asp/2004/11/schedule/1>

Tenements (Scotland) Act 2004 (2004 Act)

An Act of the Scottish Parliament which makes provision about the boundaries and pertinents of properties comprised in tenements (as broadly defined in the 2004 Act) and for the regulation of the rights and duties of the owners of properties comprised in tenements.

<http://www.legislation.gov.uk/asp/2004/11/contents>

Title Conditions (Scotland) Act 2003

An Act of the Scottish Parliament which makes further provision about real burdens, servitudes and certain other obligations affecting land; to amend the law relating to the ranking of standard securities; and for connected purposes

<http://www.legislation.gov.uk/asp/2003/9/contents>

Title deeds

Title deeds are proof of ownership of land and buildings and contain various rules that apply to the building.

Tribunals (Scotland) Act 2014

An Act of the Scottish Parliament to establish the First-tier Tribunal for Scotland and the Upper Tribunal for Scotland; and for connected purposes.

<http://www.legislation.gov.uk/asp/2014/10/introduction>

Unreasonable or excessive

A course of action, consideration or decision where it is reasonable to take the view that the action, consideration or decision is unfair, disproportionate or generally deemed to be beyond what is considered as typical or normal.

Unregistered

Not entered on the register of property factors.

Upper Tribunal for Scotland

A specialist dispute resolution body (independent from the Scottish Government) which considers appeals against decisions (on a point of law) taken by the First-tier Tribunal.

Written statement of service

A document which sets out the service delivery standards of the business arrangement in place between a property factor and a homeowner.

SCHEDULE PART 1
SERVICES TO BE PROVIDED BY THE ASSOCIATION

The Association will

1. take appropriate action to deal with any repairs affecting of a common or shared areas and instruct contractors to carry out a reactive repairs and maintenance service in respect of the common parts of the block.
2. carry out a landscaping service which shall include the cutting of any communal grass, de-littering, summer/winter pruning, tree maintenance, shrub beds, hedge visits, herbicide visits, bin store maintenance.
3. instruct firms in accordance with our Procurement Policy, which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost, to inspect, maintain, repair, decorate, arrange lighting and cleansing and renewing, reinstating and rebuilding of the common parts of the block and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding.
4. employ professionals such as accountants, architects, engineers, surveyors or other professional adviser employed to certify any matter or thing to be certified for the purposes of any provisions of this Schedule and the proper costs (but not more than once every year) of an independent professional valuation of the block for the purpose of assisting towards the determination of the full cost of reinstatement of the block.
5. when instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used. Also arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen to co-ordinate their work.
6. obtain multiple estimates for the same job where they consider it to be in the interests of the owners, advise the owners as appropriate and obtain their instructions before proceeding.
7. investigate any complaints of unsatisfactory work and where considered necessary by the Association, and if so instructed by a majority of the owners arrange for a professional report on the completed repair subject to any fees for same being chargeable to the owners.
8. arrange insurances including insurance against loss by fire and other risks normally insured against under a common comprehensive insurance Policy (which policy is to cover all the flats within the block and the block common parts) with an established insurance company for the full replacement value which insurance shall be in the name of Ardenglen Housing Association Ltd and taken out and held for behoof of all the owners and the holders of bonds or other securities over the same (if any) for their respective right and interests.

Schedule 2 – Allocation of Costs of Common Repairs

Management Fee –The Association charge an annual management fee for carrying out its function of providing the core services. We review our management fees annually and you will be advised of any increase no later than 18th March, with the increase taking effect from 1st April.

Ground Maintenance (Backcourt) – The ground maintenance contract is subject to competitive tender to ensure value for money – the cost for this service is measured and priced at tender stage, and is priced on a close by close basis and apportioned accordingly. Inflationary increases will apply.

Ground Maintenance (Front Garden) – The ground maintenance contract is subject to competitive tender to ensure value for money – the cost for this service is measured and priced at tender stage, and is priced on a close by close basis and apportioned accordingly. Inflationary increases will apply.

Gutter Cleaning – The gutter cleaning contract is subject to competitive tender to ensure value for money. Gutters will be cleaned annually, however any adhoc works required out with this cycle can be reported via the Association’s repairs service. The contractor provides costs on a close-by-close basis, and apportioned accordingly, inflationary annual increases.

Flats

Stair Cleaning – The stair cleaning contract is subject to competitive tender to ensure value for money. Costs are calculated on a per unit basis and apportioned accordingly, with inflationary annual increases.

Stair Lighting – Annual invoice received direct from Glasgow City Council, apportioned accordingly.

Landlord Supply – Regular quarterly invoices received direct from Energy Provider, apportioned accordingly.

Power – (Door Entry/Security Lighting) – Regular quarterly invoices received direct from Energy Provider, apportioned accordingly.

Optional

Gas Servicing – The gas servicing contract is subject to competitive tender to ensure value for money – the costs for this service will be priced on a per unit basis at tender stage, and

apportioned accordingly. Inflationary increases will apply.

Schedule 3 – Insurance Details

Building Insurance – Insurance is subject to competitive tender to ensure value for money. The costs for this service are priced on a per unit basis at tender stage.

The Insurance Company reviews the Association's claims history against insurance premium paid when determining whether it has the ability to maintain its long term agreement. If long term agreement is maintained, inflationary increase will apply. Alternatively if the long term agreement is broken the Association's insurance cover requirement will be re-priced, and if possible re-tendered.

- Insurer: QBE Insurance (Europe) Limited
- Policy number: Y083834QBE0121A
- Tel: 0345 266 9660
- Period of Insurance: 1 April 2021 to 31 March 2022
- Sum insured: Part of a block policy with a total sum insured of £4,805,676
- Policy Excess: £250 per incident

The insurance costs payable in respect of insurance for the building and all common parts of the development will be charged to the owners on an annual basis, in advance. The calculation of the premium includes the following services:-

- + Annual building insurance cover premium;
- + Public Liability insurance cover premium
- + Brokers fee apportioned
- + Procurement costs apportioned
- + Ardenglen administration costs apportioned
- / Divided by the number of owners