

WRITTEN STATEMENT OF SERVICE /TERMS AND CONDITIONS OF SERVICE

Subjects covered by this written statement of service are

These are the terms and conditions for the provision of a factoring service to owner occupiers by **Rutherglen and Cambuslang Housing Association Limited**, registered under the Industrial and Provident Societies Act 1965 (Registered Number 2029 R (S)), registered with The Scottish Housing Regulator (Registration Number 176) and being a recognised Scottish Charity (Charity Number SC041992) having our Registered Office at 16 Farmeloa Road, Rutherglen Glasgow South Lanarkshire G73 1DL. Property Factor Registered No. PF000345. We are referred to as “the Association” in this document.

Authority to Act

The Association is the Property Factor acting for and on behalf of all dwellinghouse owners within the block of flats of which your property forms part. The Association carries out this role on the basis of custom and practise.

Please note that the Property Factors Act requires that the Association provide information to the Scottish Government on the properties to which they provide factoring services, this will result in certain information being published and available to the public. By appointing the Association on these terms and conditions you are agreeing to this publication.

Services Provided

Core Services

The Association will provide the core services set out in Part 1 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 flats which it forms part.

Delegated Authority

The Association has the delegated authority of the owners within the block to instruct and have carried out repairs and maintenance to the common parts of the block being factored provided that the anticipated cost to each owner of any one item at the time when it is instructed will not exceed £250.00 excluding VAT. If the anticipated cost of any such item exceeds £250.00 excluding VAT it shall be instructed and carried out only when the work has been approved by a simple majority of the owners of the block or in accordance with the provisions of your title deeds.

Ordinarily these works will be charged on your next Common Charges account but there may be occasions when a deposit is required from each owner before the works commence. The Association may also instruct works at a cost exceeding £ 250.00 excluding VAT per owner if the works are required in an emergency or it considers the expense to be justifiable on grounds of health or safety and in these circumstances the Association shall recover the costs of any of these works in terms of Schedule 2 of this Agreement.

Additional Services

The Association may provide services outwith the core services set out in Part 1 of the Schedule (including major repair works and improvement) if it is authorised by the owner occupiers within the block to do so all in accordance with the provisions of your title deeds. The cost of such works will be confirmed to all of the owners within the block prior to the work being carried and the costs of carrying out the work shall be apportioned in accordance with Schedule 2 of this Agreement. The Association may include reasonable conditions in respect of payment for the provision of such additional services.

Optional Services

These works will only be carried out at an owner's request and will take place within their property and will not affect any other resident/s within the block. These are classified as Private Repairs on invoices, the owner's account must not be in arrears and the repair must be paid for before work commences. The Association will ordinarily organise a

pre-inspection survey to instruct the work and a post-inspection to ensure the works have been carried out to the agreed standard. Owners will be required to sign off the works and an administration charge may be applied in addition to the cost of the works. Examples of these services may include the following:-

- Electrical inspections - Fittings / wiring / fusing
- Gas Servicing
- Home Improvements e.g. installation of central heating / bathroom upgrades

Financial and Charging Arrangements

Management Fee

The Association will charge a management fee of £100.00 per annum for carrying out its function of providing the core services including those services listed within this clause. This fee will be reviewed on an annual basis and you will be advised of any increase no later than 1st March with the increase taking effect from 1st April.

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

- Arranging maintenance and repair of the block common parts
- Liaising with contractors and tendering for the best service and price
- Working with an Insurance Broker to achieve an arrangement for the owners within the block and assisting home owners in making claims on the insurance
- Administrative costs in sending invoices and correspondence
- Providing credit control to ensure that everyone is invoiced for their respective share of costs
- Working together with solicitors to recover outstanding debts on behalf of the owners within the block
- Undertaking regular visits and maintenance checks

If, because of the complexity of a particular repair or because of any other reason, the Association is involved in additional work beyond its routine management duties it may charge an additional fee in accordance with the amount of time spent by the Association in dealing with the matter in question.

Where factoring accounts are higher than normal, e.g. due to a large 'one-off' repair or emergency works, we will consider a request to pay the account in instalments. If this is agreed, it will normally be on the basis that it must be paid over a fixed period, which will be dependent on the amount due, but typically not exceeding 6 months.

In the case of cyclical or planned maintenance works carried out under a contract we will agree payment of your share of the costs over an appropriate period.

Allocation of Costs

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

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

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

Chargeable Repairs

The following explains the maintenance services provided by the Association which are chargeable to owners when applicable. Please note where examples of these services are given this is not necessarily an exhaustive listing but merely demonstrate instances of the Association's involvement.

1. Common Repairs – Reactive Repairs

Common Repairs are works carried out as necessary to the common parts of the building including where appropriate back courts, bin stores, boundary walls and fences.

2. Cyclical Maintenance – On-Going Maintenance Programme

This is an on-going programme of necessary services delivered to specified timescales. The frequency of each service varies and this maybe because they are dictated by current regulations, legislation or the Health & Safety Executive.

Annually

- External gutter inspection / cleaning & general roof inspections
- Roof Anchor Bolt inspection
- Asbestos Surveys (if required)
- Inspection, testing & monitoring of water storage tanks including legionella checks

5 Yearly

- Close Electrical inspections – Fittings / wiring / fusing

7 Yearly

- Close painting

3. Planned Maintenance – Replacement of Major Components

The Planned Maintenance programme involves the renewal of major components of the building that have reached, or are approaching, the end of their effectiveness. The purpose of the programme is to replace any of the major items before it fails to fulfil its function. This can help to avoid the additional expense of urgent repairs and possible damage to the building or safety risks to residents. Examples of major components of the building are:-

- Stair head windows
- Close front & back doors
- Stone work – inspection / repairs / roughcasting
- External fencing
- Boundary walls
- Roofs – external rainwater goods gutters & downpipes;
- Mastic pointing
- Door entry systems – replacement of
- TV Aerials / maintenance & upgrades

4. Service Charge

This is the Out of Hours Maintenance Service provided to owners for emergency repairs assistance. Owners should use 0800 1693379 outwith office working hours to contact the service.

Reporting Common Repairs

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

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

- Calling into our Office during working hours
- Phoning us on 0141 647 4917 (during working hours) 0800 1693379 (emergency out of hours). If the office is closed a message can be left on the answering machine.
- Writing to us at the office or e-mail maintenance@randcha.co.uk

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

If the required repair is straightforward the Association will pass the information directly to one of the Association's approved contractor/s 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 turnaround timescales for common repairs are as follows:-

- **Emergencies** To be made safe within 24 hours
- **Urgent** Carried out within three working days
- **Routine** Carried out within seven working days
- **External Routine** Carried out within one month or programmed and budgeted for next financial year

Repairs will sometimes take longer (for example, if the contractor has to order spare parts). 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.

Invoicing

The Association will provide you with a paper or electronic invoice on a bi-annual basis usually in May & November; this will be for the previous 6 month period. Your invoice will detail what you have been charged for and any credit or outstanding balances on the account. The Management Fee will be payable in two equal payments and will form part of your bi-annual invoice.

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

Payment

You will have a period of 14 days from the date of the invoice in which to make payment. If the invoice is not paid in full the Association will have no option but to follow the steps set out in its Factored Owners Debt Recovery Protocol which is available on request from its office.

You can pay your invoice by the following methods;-

- By cheque made payable to Rutherglen & Cambuslang Housing Association
- Debit card
- Bank transfer- Sort Code 80-09-51 / Account No. 00656769
- Postal Order made payable to Rutherglen & Cambuslang Housing Association
- Standing Order - Please contact the Office 0141 647 4917
- Cash payment at the Association Office

With your allpay card:-

- At any Pay Point - cash only
- Post Office – cash / debit cards / cheque
- www.allpayments.net
- Callpay 0844 557 8321 – 24/7 telephone payments
- Payment App

Change of Ownership

Each owner shall notify the Association of any changes in ownership of their property. On receipt of notification of such sale the Association will arrange to apportion the charges and sums due by the owner for the period to the date of sale. An administration charge of £30.00 will be made to any owner selling a property within the block for the apportionment of common charges and updating of information as to ownership. In addition, a charge of £5.00 per copy certificate will be levied by the Association for any documentation requested by or on behalf of an owner subject to a maximum of £20.00. These fees will be reviewed on an annual basis and you will be advised of any increase no later than 1st March with the increase taking effect from 1st April.

Private 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.

Insurance

Common Building Insurance for Tenemental Property & Blocks of Flats

The Association is responsible for effecting and keeping in force the buildings insurance cover for the block which your property forms part of. As your factor we offer common property insurance cover by means of our Block Buildings Insurance Policy which will automatically be for full reinstatement value and ensures all responsibilities and any associated liabilities are adequately protected by insurance.

All owners must ensure that their building insurance cover will be effective not only over the structure of their dwelling but will include any of the common property areas such as the roof, close stairwells, close walls entrances etc. Any policy taken must guarantee full reinstatement value not for just the dwelling property but also for the common property areas otherwise the owner may be liable for works costs not covered by their insurance cover. The cover offered by the Association ensures that all owners have full reinstatement value for both their dwelling and the associated common areas.

Property Owners Liability Insurance is also incorporated within the Association's policy providing protection against claims made against owners as the owner of their property for any accidental bodily injury or accidental property damage resulting from a defect in the building. The definition of building includes patios, paved areas, footpaths, roads, car parks for which all owners are legally responsible for as property owners – or by virtue of the Defective Premises Act 1972. We would encourage home owners to participate in our Block Building Insurance Policy ensuring all responsibilities and any associated liabilities are adequately protected.

The premium applicable to your property is calculated as set out in Schedule 3 of these terms and conditions together with details of the insurer and any excesses which apply. Any changes to the insurance cover / premium etc. will be communicated to you in writing on an annual basis.

The premium is payable in two equal payments and will form part of your bi-annual invoice. The Association does not earn or charge any commission for arranging the insurance. A summary of the policy information is enclosed full details will be available for inspection on request at no charge. If a paper or electronic copy is requested, the Association shall make a charge of £5.00 for providing this.

Owners Own Property Insurance

Where owners wish to take out their own buildings insurance for their property they will be required to provide evidence that insurance is in place and covers a share of the common parts of the building and continues to be in place. To ensure this the Association requires to be provided with an annual copy of the building insurance certificate together with a copy of the policy wording.

This is the responsibility of each owner, should this evidence not be provided the Association will insure the property on the owner's behalf and the whole annual premium will be applied to ensure adequate insurance cover has been provided. It is further required that we are notified should your insurance cease for any reason whatsoever.

Claims

Our Maintenance Department will deal with claims affecting more than one property, such as storm damage to the roof once we have been notified of the repair. An inspection will be organized to assess the damage and repair/s required. The appropriate contractor/s will be instructed to carry out the work and the claim will be lodged by the Association for any work. Once the claim has been approved owners whose property is on the Association's policy will be billed for their share of the excess as part of the relevant factoring account.

Where a claim affects your property only, for example damage to your front door, we will provide you with the appropriate claim forms and any other advice or support required and you will deal directly with the insurance company. The Association will not submit individual insurance claims on behalf of owners. Any decision made on whether a claim is settled or not is the responsibility of the insurer and not the Association

Owners who do not have their building insurance with the Association will have to submit a claim with their own Insurer. These owners will be able to request copies of the invoices for the work carried out to support their claim and will be billed their share of the total cost of the work by the Association.

Please Note

- The Association's policy does not provide any form of home contents insurance
- The Association does not insure properties to include terrorism cover
- Should the owner or their mortgage lenders require additional cover to be provided they must advise the Association in writing and a revised premium will be charged
- The Association will not carry out a valuation of your home to ensure that the sum insured is adequate

Communication and Complaints

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

If you raise a telephone query with one of the Association's factoring staff we will get back to you within 2 working days unless otherwise advised.

If you have a complaint in relation to either the service which you have received or a specific matter the Association have a Factored Owners Complaints Protocol which sets out the procedures which will be followed. The Association would ask that all complaints are put in writing either a letter addressed or delivered to its offices or e-mail to factoring@randcha.co.uk The Factored Owners Complaints Protocol is available from the Association's offices.

How to End the Factoring Arrangement

The appointment of the Association as factor may be terminated on the instructions of a majority of the owners in the block, in accordance with the provisions of your title deeds or by the Association, in each case upon giving not less than three months' prior notice in writing.

For the purpose of instructing the Association on factoring matters, each owner in the block shall have one vote for each property owned by him / her and which is occupied by him / her or is separately occupied by his / her tenant or is unoccupied. If the title deeds for the development allocate votes on the matter of factoring / maintenance / repairs in a different matter, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring. Where a property is owned by more than one person and the owners cannot agree that vote is disregarded.

SCHEDULE PART 1

SERVICES TO BE PROVIDED BY THE ASSOCIATION

The Association will

1. Make periodic visits to the block and take appropriate action to deal with any repairs affecting common or shared areas which are discovered.
2. Carry out a reactive repairs and maintenance service in respect of the common parts of the block.
3. Carry out a landscaping service to maintain the outside communal area specific to the particular block / development. Including where necessary grass cutting, weed control, litter picking, trimming of shrubs and hedges and the pruning / removal of trees.
4. Instruct firms in accordance with our procurement policy.
5. Employ professionals such as accountants, architects, engineers, surveyors or other professional adviser to certify any matter to be certified for the purposes of any provisions of this Schedule.
6. When instructing repairs and when appropriate consult with the contractor/s as to the type of repair and the materials to be used.
7. Arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen to co-ordinate their work.
8. Obtain estimates from several tradesmen 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.
9. 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.
10. Check tradesmen's accounts when rendered, including any charge of VAT.
11. If requested, arrange to make available for inspection on one occasion in each year copies or originals of all tradesmen's accounts for that year (additional copies can be provided at separate cost).
12. 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 / development and the block common parts) with an established insurance company for the full replacement value which insurance shall be in the name of the Association 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.
13. Arrange bulk uplifts of refuse / household items from the communal area particular to the block / development in line with our policy. Should the Association be required to remove such items we will follow our 3 stage lettered contact process to try and identify the person/s responsible and request them to arrange removal of the items. Should the Association's process be exhausted with no-one assuming responsibility for any bulk items then the Association will arrange for their removal and apportion costs in accordance with your title deeds.

SCHEDULE PART 2

ALLOCATION OF COSTS OF COMMON REPAIRS

You will be charged your share (share will be property specific) of all communal repairs carried out.

SCHEDULE PART 3

INSURANCE DETAILS

The insurance costs payable in respect of the Block Buildings Insurance Policy will be charged to the owners in equal proportions bi-annually.

The calculation of the premium is as follows:-

- Annual insurance premium + brokers fee / number of insured properties
- The annual premium for 1 April 2015 – 31 March 2016 is £113.58

Excess Applicable

£250 to all losses other than Subsidence which is £1,000

Details of Insurance Brokers

Bruce Stevenson Risk Management Limited
Dundas Business Centre
38 - 40 New City Road
Glasgow
G4 9JT

Tel: 0141 353 3539

Fax: 0141 353 3888