

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 managing the maintenance and landscaping of the common and open space areas for and on behalf of all dwellinghouse owners within the development 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.

Core Services Provided

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 works on its own initiative following a visit to the development.

Financial and Charging Arrangements

Management Fee

The Association will charge a management fee of £20.00 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 landscaping service to maintain the open spaces within the development of which your property forms part and the organisation of building's insurance. The fee does not alter should the insurance cover be cancelled. The fee includes:

- Arranging the maintenance of the various common areas
- Liaising with contractors and tendering for the best service and price
- Working with an Insurance Broker to achieve an arrangement for the home owners and assisting 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 development
- Undertaking regular visits and maintenance checks of the works

Allocation of Costs

You are responsible along with the other owners within the development for an equal share of the land maintenance carried out; your share is charged in accordance with your title deeds.

The share of the landscaping charges payable by each owner in the development is as follows:-

Total cost of works / Number of properties within the development.

Reporting Unsatisfactory Work

As factors, the Association will try to set and maintain a high standard for all maintenance and landscaping works of the commons areas. Our procedures have been developed to ensure that any work has 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 in the following way:-

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

When you report a defect please give as much information as possible.

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 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 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.

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 (letter or email) addressed or delivered to its offices. The Factored Owners Complaints Protocol is available from the Association's offices.

Declaration of Interest

The Association confirm that it owns properties within the development which is factored.

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 development, 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 development 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 development and take appropriate action to deal with any required maintenance affecting common areas which are discovered.
2. Carry out a landscaping service to maintain the communal land common to the whole area including the cutting of grass during the growing season, trimming of shrubs and hedges and litter picking and the pruning / removal of trees.
3. Instruct firms in accordance with our procurement policy.
4. 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.
5. When instructing works and when appropriate consult with the contractors as to the type of works to be carried out and the materials to be used.
6. Arrange (where works requires the services of more than one trade) for the several firms of contractors to co-ordinate their work.
7. Obtain estimates from several contractors for the same job where they consider it to be in the interests of the owners and advise the owners as appropriate.
8. Investigate any complaints of unsatisfactory work where considered necessary by the Association.
9. Check contractor's accounts when rendered, including any charge of VAT.
10. 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).