

WRITTEN STATEMENT OF SERVICES

1. INTRODUCTION

As a property factor we aim to provide quality services that are valued by our customers. We welcome the Property Factors (Scotland) Act 2011, which applies from 01/10/12, as a means of setting out the standards expected of property factors, and we are fully committed to ensuring compliance with this Act and with the accompanying Code of Conduct.

2. FACTORING SERVICES

In March 2010 Glasgow West HA set up the subsidiary company Glasgow West Enterprises Ltd (Gwen) to provide services such as factoring. Gwen is formally registered¹ with the Scottish Government as a property factor and this *Written Statement of Services (WSOS)*, which is a requirement of the Code of Conduct, summarises our respective responsibilities. Glasgow West HA, as the parent company, is VAT registered² and holds public and professional liability insurance.

This WSOS supersedes previous Factoring Agreements and concludes with a Statement specific to your particular circumstances (e.g. your share of common works) at Schedule 1. An Annual Information Statement, issued in February, will ensure this information is current.

If you would like more information about this WSOS, or if you require the document to be made available in an alternative format, please contact our offices.

3. AUTHORITY TO ACT AS FACTOR

Most properties in our area of operation are mixed tenure with tenants and owners living alongside each other and sharing common parts such as back-court areas. Where there are GWHA tenants living in your building, GWHA is the owner of these properties and GWHA's interest will therefore be as a homeowner. Where GWHA is the majority owner, or where GWHA have an interest in a building (e.g. where properties are in a block adjacent to our stock) factoring services will be offered through Gwen.

In some cases, GWHA or Gwen will be named as the factor in your Deed of Conditions; in others the appointment will have been by majority of owners. This WSOS confirms the terms of our appointment in line with the Property Factors (Scotland) Act 2011.

Further information about management and maintenance responsibilities is detailed in your Deed of Conditions, and this will have been explained to you by your solicitor when you first bought your home. If you require a copy of these documents, you should contact your solicitor, or, alternatively the Registers of Scotland, which is based at Hanover House, 24 Douglas Street, Glasgow G2 7NQ (www.ros.gov.uk); telephone number 0800 169 9391. A fee may be payable.

3.1 Levels of Authority

Through the appointment process, you will be confirming our authority to act on your behalf in certain situations, for example, to instruct routine, minor or cyclical repairs. Unless there is an emergency situation (including matters relating to Health and Safety), we will contact you to obtain your permission for works that are expected to exceed the agreed levels of authority, as outlined in the Annual Information Statement, and we appreciate your co-operation in responding promptly to such correspondence. Depending on the nature and cost of the identified works, we will generally issue an instruction when we have consent from the majority of owners (including GWHA).

¹ Registration Number: Glasgow West Enterprises Limited PF000329

² VAT Registration Number 108 2556 26

3.2 Declarations of Interest

GWHA will be the landlord and G Wen the property factor in properties where GWHA tenants are residing. There may also be occasions where Members of our Management Committee will be resident in your building, either as a tenant or as a homeowner: such interests are declared and are formally recorded. All agents appointed to provide services (e.g. contractors, consultants, solicitors, debt recovery agents) are subject to appointment procedures and operate with regard to Codes of Conduct. Where works are instructed by GWHA, this will be on behalf of G Wen, in line with our procurement strategy and the agreed levels of authority.

3.3 Float/Deposit

For each property we factor, we hold a float which is refundable if our agreement ends. These sums, accounted for separately, are noted in the Annual Information Statement.

4. SERVICE PROVISION

4.1 Core Services

A Management Fee is charged by us to cover the cost of the following core services. This fee is reviewed annually to ensure it remains competitive and offers best value. The fee is subject to VAT at the current rate. Changes in the fee will be notified to you by February each year, and will be effective from 1st April:

- a) Administering the management of the property, including dealing with your enquiries, arranging routine common repairs, processing contractor payments, issuing factoring invoices, collecting and monitoring payments and debt recovery procedures.
- b) Arranging buildings insurance.
- c) Issuing newsletters to the factored property to keep you informed of our services and activities.
- d) Carrying out property inspections at least annually to ensure the building is maintained and the common areas are in good order.
- e) Preparing and co-ordinating cyclical programmes (e.g. close painting, gutter cleaning) and other routine and minor works to reflect the outcome of property inspections (e.g. accelerating or decelerating programmes)
- f) Co-ordinating and providing meeting facilities to discuss issues of importance.
- g) Providing advice on neighbour disputes and/or matters of anti-social behaviour.
- h) Providing an Annual Information Statement with details of fees/charges/services for the forthcoming year.

Buildings Insurance

Buildings Insurance is required to protect everyone's interest and to ensure the building is protected in the event of an insured act, such as fire or storm damage. Buildings insurance is a legal requirement and, as factor, we arrange this cover for all properties, to the full reinstatement value of the property. This avoids the need for routine property revaluations. Our insurance services are reviewed periodically and best value policy and premiums are secured. Details of the Block Buildings Insurance provider are noted in the news sheet issued with quarterly invoices. Information on the policy, the claims procedure and policy excesses are available from our offices, or to download from our website www.gwha.org.uk.

Participation in the Block Policy is recommended, and in some instances it is a requirement of the Deed of Conditions. If you wish to appoint an alternative provider, you must contact us in the first instance to confirm multiple policies are permitted. In any event your policy must include cover for your share of the common areas, and you will be required to submit a copy to us. If your policy is not submitted within 14 days of the renewal date, your property will be added to our Block Insurance Policy and a charge will be applied to your factoring account for the appropriate amount. Please note that we will only credit back the charge from the date the copy of the policy was received by us. We may also apply a fee for our administration of self-insured properties.

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

4.2 Additional Services

You may receive services associated with the upkeep of the development in which you live, and the detail of these services will be noted on your factoring invoice. The quality and cost of these services is closely monitored to ensure best value. In some instances, the total cost of the service will be divided equally amongst all residents receiving the service. These services may include:

- a. Stair cleaning and gardening or back-court maintenance
- b. Bulk uplift to appropriate Cleansing collection point
- c. Electricity supply for stair lighting, lifts, door entry and TV aerials
- d. Lift maintenance
- e. Concierge services

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

4.3 Selling Your Home

If you are selling your property, you should ensure that we receive notification, either directly from you, or through your appointed solicitor. An administration charge will be applied to cover the costs involved in providing solicitors with the necessary documentation regarding ownership, insurance etc. Should your solicitor require additional information (e.g. details of improvements, building warrants) the time involved in collating this information will be charged on an hourly rate.

5. REPAIRS SERVICE

All appointed agents (e.g. contractors, consultants) are subject to comprehensive appointment procedures, in line with our procurement strategy and Codes of Conduct. Where works are instructed by GWHA, this will be on behalf of GWe, in line with the agreed levels of authority. No financial interest and or personal benefit is gained from these appointments. Should you be aware of the need for repairs to the building, you should contact us as soon as possible to help minimise damage and ultimately cost. Where there is an emergency affecting the common parts, out with our normal office hours, you should contact the "Out of Hours" contractors, details for which are on our office answer-machine and website.

5.1 Rights of Access

We, and our appointed agents and contractors will have rights of access to the whole property, including individual houses where this is required for inspection; or to carry out a repair to the common parts or services; or to prevent damage to the property. Except in emergencies, we will endeavour to provide a minimum of 3 days' notice.

5.2 Major Works

We aim to ensure as far as possible that the investment we have all made is fully protected, however, we also know that the cost of major works (e.g. replacement of communal windows; roof and fabric repairs, close doors or door entry system renewal) can be significant and that most people prefer to plan ahead. Major works are generally accepted to be those works where the cost per resident is likely to exceed the agreed level of authority as noted in the Annual Information Statement.

In a number of our factored properties, the owners pay towards a reserve fund (sinking fund). These monies, which are accounted for separately, are held in respect of the property and not the person and are not therefore refundable when you sell your home. Where owners do not contribute to a reserve fund, and with the exception of emergency situations (including matters relating to Health and Safety), we will generally require payment in advance of instructing major works. Please contact the office if you wish to set up a reserve fund for your property.

Management and Co-ordination Fees

We may apply a charge for the management and co-ordination of major works (to cover the cost of preparing works specifications, tendering, formal appointments, ongoing site monitoring, inspections and post contract liaison. It is customary for this charge to be set at 5% (plus VAT) of the total contract value, although this will be reviewed on a "per works contract" basis. Where the charge is expected to exceed the 5%, we will advise you in writing in advance of works instruction. Where works are such that a Management and Co-ordination Fee is to be applied, we will generally enter in to a Minute of Agreement with you, outlining the scope of the works and the terms of the appointment.

6. FACTORING INVOICES

Invoices are currently issued *quarterly*. The invoice notes the amounts payable for the Management Fee and Insurance premium, both of which are fixed annual amounts for commercial and residential properties, and are billed *quarterly* in advance. With the exception of major works, all other charges are retrospective.

Common repairs, major and cyclical works are recharged as per the share of common repairs noted in your Deeds, unless otherwise agreed. The cost of any additional services may be set at equal amounts depending on, for example, the type of property you live in and the number of residents receiving the service. Contractor invoices are available to view at the office within 14 days of the invoice being issued. An appointment must be made in advance and copies of information will be available on request and within reason.

6.1 Payment

Invoices are due for payment within 14 days of issue and a variety of options are available to facilitate payment, ideally monthly direct debit, or alternatively electronic payments through our partnership with Allpay. Invoices that are not paid timely may be subject to an additional recovery fee plus any legal or other fees incurred in recovering the debt. From time to time payment incentives may be introduced. Credit on accounts will be refunded on request, or alternatively, will be held to offset future charges.

6.2 Payment Arrangements

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

6.3 Withdrawal of Services

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

7 CHANGING FACTOR

We believe we provide a professional, competent and best value service, however, the Deeds provide scope for you to appoint another property factor. This process will generally involve arranging a meeting to facilitate a vote of all owners and thereafter agreeing a date for the responsibilities to transfer. Further information on this process will be outlined in the Deeds.

8 COMMUNICATION ARRANGEMENTS

Where practical we will aim to respond to queries within 5 working days. In the event we need to carry out an investigation, we will acknowledge your correspondence within 3 working days, and we will endeavour to respond within 20 working days. Our response may be verbal, or in writing (including email). If we are unable to meet our target timescales, we will contact you to agree an extension.

9 DISPUTES

9.1 Neighbour Disputes

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

9.2 Disputes with Us

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

Housing and Property Chamber

Once our internal process has been completed, you can request a final review by the Housing and Property Chamber (previously known as the Homeowner Housing Panel (HOHP)), the independent group appointed by the Scottish Government, to review complaints against property factors. The Housing and Property Chamber contact details are available at <http://hohp.scotland.gov.uk> and are included within the complaints leaflet we issue as part of our Complaints Handling Procedure. We will co-operate with the Housing and Property Chamber and will comply with any relevant request for information relating to their investigations. Where the dispute relates to factoring charges, we will postpone the application of interest or late payment charges until the matter is fully concluded. Address: Housing and Property Chamber, First-tier Tribunal for Scotland, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT.