



WILLIAMSBURGH
HOUSING ASSOCIATION LTD

Written Statement of Services for Factored Owners

Effective from 1st April 2024

Ralston House, Cyril Street, Paisley PA1 1RW

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Email: factoring@williamsburghha.co.uk

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Contents

1. Written Statement of Services
2. Authority to act as your Factor
3. Our Services
4. Financial and Charging Arrangements
5. Communication and Consultation
6. Complaints Process
7. Declaration of Interest
8. Changing Factor
9. Other information

1. Written Statement of Services

1.1 Summary

This written statement of services has been prepared in accordance with the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors, with which we, Williamsburgh Housing Association Limited (WHA), as a property factor, must comply.

WHA is a Registered Property Factor - Registration Number: PF000216 and also a registered society under the Co-operative and Community Benefit Societies Act 2014 (1991RS) and a registered Scottish charity (SC035350). Our registered address is Raiston House, Cyril Street, Paisley PA1 1RW.

The purpose of this document is to detail the role of WHA has as your factor and also your responsibilities as a factored owners in a "Common Property" which we factor. For a more detailed description of the Common Property relative to your property, please refer to your title deeds.

The information contained in this statement is, to the best of our knowledge, reliable and accurate based on the information held by us at the date this statement was issued.

It is not a legally binding agreement but is intended to reflect the services we provide in simple and transparent terms.

1.2 Overarching Standards of Practice

The following are the standards of practice we apply as your factor:

We will:

- Conduct ourselves in a way that complies with all relevant legislation.
- Be honest, open, transparent and fair in our dealings with you.
- Provide information in a clear and easily accessible way.
- Not provide information that is deliberately misleading or false.
- Apply our policies consistently and reasonably.
- Carry out our services to you using reasonable care and skill and in a timely way, including by making sure that staff have the training and information they need to be effective.
- Not unlawfully discriminate against a homeowner because of their age, disability, sex, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, race, nationality, ethnic or national origin, religion or belief or sexual orientation.
- Ensure all staff and any sub-contracting agents are aware of the Code of Conduct and our legal requirements in connection with our maintenance of land or in our business with homeowners in connection with the management of common property.
- Maintain appropriate records of our dealings with you.
- Ensure that we handle all personal information sensitively and in line with legal requirements on data protection.
- Respond to enquiries and complaints within reasonable timescales and in line with our complaints handling procedure.
- Not communicate with you in any way that is abusive or threatening.

2. Our authority to act as your factor

Each property has a legal document, the title deed, or the deed of conditions, which together impose conditions on the property to which it relates. Conditions may cover permitted uses and the management, maintenance, insurance, repair and improvement of the Common Property.

We will either be named as factor in the title deeds, have been appointed as factor by a majority of the homeowners in the building, or were already the factor for the property at the time you bought your property.

Your solicitor should have discussed your title deeds with you when you bought your home. You can access a copy from Registers of Scotland (who will charge for the service). You can contact them as follows: -

Website: www.ros.gov.uk/ Telephone: 0800 169 9391

WHA has the delegated authority of the owners to instruct and carry out repairs and maintenance works in relation to the Common Property. Where the cost exceeds £350 per property, we will write to all owners in order to obtain the agreement of the majority prior to works commencing.

In situations where there is a risk to your health and safety and emergency works are required, even if the cost exceeds £350 per property, we are entitled to proceed and we will progress the necessary repairs to protect all residents and their properties.

The common parts of the building, which we manage and maintain on your behalf will be described in your title deeds, can include but are not limited to:

- Roof including the hatch
- Foundations and outside walls
- Drains, soil and rainwater pipes
- Gutters
- Chimney heads
- Front and back doors including controlled entry system
- Windows
- Stairs, landings and bannisters
- Water tank (common)
- Back courts and bin stores

3. Our Core Services

3.1 Property Management and Maintenance

We carry out a minimum of one routine inspection per year. Maintenance work is categorised into 3 areas: reactive (short term), cyclical (medium term) and planned (long term).

Reactive repairs are minor repairs carried out, for example, to close doors; windows; storage tank overflows, etc. This may include replacement of components to complete required repairs.

Cyclical maintenance is more major work usually carried out periodically, for example, gutter cleaning – yearly, paintwork – 5 yearly.

You have the option to have additional work carried out through the cyclical maintenance programme, subject to you having a clear factoring account. WHA can, on request, arrange, for example, the painting of window frames and flat entrance doors. Detailed costs for such additional items can be advised, prior to the works commencing. This is conditional on the formal contract agreement between WHA and the appointed contractor.

Planned maintenance involves replacing certain elements of the property which have reached the end of their economic life, for example, the replacement of close windows, doors and gutters. Component life cycles are determined by WHA's Asset Management Strategy. Tenders for the work are obtained to ensure value for money. You will be advised of the nature of the work, the most economical advantageous tender received and the share of the costs for which you will be responsible. Contractors' invoices can be made available to owners, on request.

The replacement of lost or additional door entry fobs are chargeable, please contact the customer service team on 0141 887 8613 for further information.

Estate inspection and management of common areas

We carry out four routine inspections of common areas including closes, stairs and back courts, each year. We will instruct any repairs identified during our inspections, in line with the financial limits outlined in this document.

Report a repair to the common area by:

- logging onto our website www.williamsburghha.co.uk/repairs
- email us at repairs@williamsburghha.co.uk
- telephone our customer services team on 0141 887 8613

The target times for responding to notifications of repairs are:

Emergency – 2 hours
Urgent - 48 hours
Routine - 10 days

3.2 Organising buildings insurance

We have a statutory duty to insure against prescribed risks, such as fire or flood and therefore it is essential that all buildings are appropriately insured. As such, buildings insurance is automatically arranged for all new owners. Annual Insurance costs are billed quarterly in advance.

On an annual basis, we will provide you with a summary insurance statement (or within 3 months following a change in insurance provider) with the following information:

- the basis upon which your share of the premium is calculated
- the sum insured
- the premium paid
- the main elements of insurance cover provided by the policy and any excesses which apply
- the name of the company providing insurance cover, and
- any other terms of the policy

The detailed insurance policy is available on request.

If you wish to arrange your own buildings insurance, you **must** provide a copy of your policy schedule each year which is set at the **rebuild value** of your property (& not market value), in order to allow us to cancel insurance arranged, on your behalf.

How we calculate and charge buildings insurance

The buildings insurance service is tendered at least every five years and the best contract for price and quality is selected. The insurance policy period runs from 28th April to 27th April each year, the Quarter 1 charge, (applied on the 1st of April invoice) is based on the previous year's premium and then adjusted on the Quarter 2 invoice (1st July invoice) once the new premium for the coming year is known.

A different premium is charged to factored owners and commercial owners, as different amounts are charged for each on the policy premium renewal.

Method of calculation:

$$\frac{\text{Total factored /commercial owners' premium* (£s)}}{\text{Total service users (owners)}} = \text{Total charge (£s) per owner}$$

(*premiums inclusive of Insurance Premium Tax)

Property Valuations are updated in accordance with the BCIS Rebuilding Cost Index guide.

You should be aware that your cover may be jeopardised if your factoring account is in arrears.

Insurance Claims

Claims relating to the common parts of a building will be administered by WHA. Homeowners wishing to make a claim for damage to non-common parts/fittings covered by buildings insurance e.g. sanitary fittings, should make their claim directly to the insurers.

We do **not** offer home contents insurance. Contents insurance will protect your possessions from damage, theft etc and we advise you to seek contents insurance to safeguard your belongings.

3.3 Communal Charges: How we calculate and charge

- Electricity Supply Charges: relate to Close Lighting / Door Entry / TV Aerials and Communal Ventilation Units. These are calculated from energy provider invoices and charged in accordance with your share defined in your title deed/deed of conditions. Charges are made quarterly in arrears.
- Landscape Maintenance Charges: We tender the landscape maintenance service and the best contract for price and quality is selected. The charge is then calculated on a per user basis taking the total cost divided by the number of service users to give a charge per user. Charges are made quarterly in advance.
- Close Cleaning: We tender the close cleaning service and the best contract from price and quality is selected. The charge is then calculated on a per user basis taking the total cost divided by number of service users to give a charge per user. Charges are made quarterly in advance.

4. Financial and Charging Arrangements

As factors, we are aware of the general threat of money laundering and as such we are legally bound to comply with all relevant legislation and guidance in order to minimise the risk that WHA will be used to launder the proceeds of crime. Our Treasury Management Policy details our commitment to anti money laundering controls and procedures.

4.1 How costs are shared

The core services (apart from buildings insurance) are recharged to you according to your share, as defined in your title deed/deed of conditions or as noted previously.

4.2 Our management fee

The management fee is a flat rate fee of £165 per annum and is charged quarterly in advance. It is reviewed annually with effect from 1st April each year, any amendments which increase or reduce this charge, will be notified to you in advance.

The management fee is based on a number of elements, including:

- the management cost per property,
- staff overheads,
- business expenditure, and
- annual inflationary increases.

A comparison is made to local Registered Social Landlords (i.e., other housing associations) providing a factoring service, in order to ensure the management fee is set at a realistic level and in line with other local providers.

If you participate in the direct debit discount scheme, and maintain a clear account, you will receive a 5% discount on the management fee element of your quarterly factoring invoices.

4.3 Change in Ownership Fee

A fee of £93.50 is payable upon receipt of a request for documentation, in relation to a change in ownership and this must be paid in advance of any information being provided. We aim to respond within 10 working days.

The final invoice will be issued following confirmation of the completion of sale date. Any repairs, cyclical or planned works completed prior to this date will be included in the final invoice. The fee is reviewed annually with effect from 1st April each year, any changes to this charge we will notified to you in advance.

This charge is necessary due to the demands placed on us by solicitors seeking information about the ownership, outstanding fees/works, apportionment of costs and details of property improvements.

The undernoted documentation is covered by this cost:

- Certificate of Practical Completion,
- Completion Certificate (Local Authority),
- Building Warrant,
- Planning Permission.

4.4 Billing

Invoices are issued every quarter, as undernoted, and sent by post to your correspondence address.

1st Quarter:	1st April to 30th June
2nd Quarter:	1st July to 30th September
3rd Quarter:	1st October to 31st December
4th Quarter:	1st January to 31st March

There are several options available, to make payment as convenient and easy as possible. These are as follows:

- By Weekly/Monthly/Quarterly direct debit.

- By Allpay payment card or 19-digit Allpay card number, using any of the following methods.

Over the Counter Payments



- At the Post Office®.
- Any outlet displaying the Pay Point logo

Telephone Payments; Interactive Voice Response (IVR), 24 hours a day/7days a week, by debit or credit card. The telephone number is 0330 041 6497.

Internet payment via our website:

<http://www.williamsburghha.co.uk/ways-to-pay-for-homeowners/>

Allpay App



If you have an Apple or Android smartphone, download the FREE Allpay app from the Apple App Store or Google Play. Once you record your details, the information is securely saved.

If you require a payment card, please contact the WHA's office.

Please note that WHA does not accept Cash.

4.4 Debt recovery

All factoring invoices are payable within 14 days of issue. Where accounts are not settled timeously, or a satisfactory arrangement agreed to clear sums due, action will be instigated, and may include disconnection of the door entry system, in accordance with our debt recovery procedure, which is available, on request or on our website at www.williamsburghha.co.uk

If you are having financial difficulties, we employ a Financial Wellbeing Co-ordinator who can offer free benefit advice and assist you with any benefits you may be entitled to or put you in contact with other free agencies who would be able to assist.

We also employ the services of a Solicitor and/or a Sheriff Officer to recover unpaid monies. Where we require to use this service, the exact costs incurred will be charged to the owners' factoring account.

If an owner privately lets their property, be it residential or commercial, WHA will pursue the owner for monies owed and not the tenant, no matter the type of lease. As factor related debt is due and payable by the owner, as per their title deeds.

4.5 Joint liability

We do not currently apply joint liability for non-payment. We pursue non-payment in accordance with our debt recovery procedure.

4.6 Deposits/Floats

We do not currently operate a deposit or float for owners.

5. Communication and Consultation

The Homeowners section of our website www.williamsburghha.co.uk provides lots of information that you may find useful. This includes:

- Background to our factoring service and the Legal Framework
- What to do if you are selling your property
- Complaints and Appeals Procedures
- Debt Recovery Procedures
- Privacy Notice
- Details of our office opening hours

We will respond to any written communication, including email, within 10 working days of receiving it. We aim to respond to telephone calls as they are received but should this not be possible, we will respond within 10 working days.

Williamsburgh Housing Association Ltd is registered with the Information Commissioner's Office's Data Protection Public Register – Z7794164.

A copy of our Privacy Notice is available on our website.

We are also happy to receive feedback. You can write to us at Ralston House, Cyril Street, Paisley PA1 1RW, email us at factoring@williamsburghha.co.uk or telephone the office on 0141 887 8613.

6. Complaints Handling Process

If you wish to make a complaint about any aspect of WHA's service as a property factor, our complaints policy is available by request and also on our website.

www.williamsburghha.co.uk/data/Complaints_Handling_Policy.pdf

In accordance with our policy, we aim to deal with all complaints received within 5 working days. If we consider the matter complex and that it requires a fuller investigation the timescale for resolving it will be set at 20 working days.

If, on completion of the complaints procedure, you remain dissatisfied, you may redirect your complaint to the First-tier Tribunal for Scotland Housing and Property Chamber (FTT).

You can contact them as follows: -

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

Telephone: 0141 302 5900

Email: HPCadmin@scotcourtribunals.gov.uk

Website: www.housingandpropertychamber.scot

7. Declaration of Interest

Where one or more properties in a building are owned by WHA **and** occupied by WHA's tenants, WHA is an owner, landlord and also the factor, in relation to that building. In buildings where WHA has no tenants, WHA is only the factor.

Unless every property in your building is privately owned, WHA will still have an interest in your building, as one of the owners of the Common Property. This means that we also have rights and responsibilities in terms of looking after and paying for the upkeep of the Common Property.

8. Changing Factor

We believe we offer you value for money and a professional service and hope you choose to stay with us as the most efficient and effective property management option for you.

If, however, you want to consider changing factor, this is usually a straightforward process, generally arranged by a majority of owners within a property. The following steps should be taken:

- Arrange a meeting of all of the owners to discuss your options
- Attend the meeting to vote for your choice of factor
- If a new factor is appointed, agree a date when the management responsibilities, including buildings insurance, should be passed over
- Inform us giving not less than three months prior notice in writing

We will co-operate with any potential new property factors to assist with a smooth transition. This includes sharing information (subject to data protection legislation) and any other implications for homeowners.

Should you wish to change factor, further information is provided within the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004.

10. Other Information

9a. Data Protection Considerations

Our policies and procedures foster an approach of 'data protection by design and by default'.

What this means in practice is that:

- Policies and procedures consider data protection issues, ie how to protect the data subject served by the policy or procedure;
- New systems, services, products and business practices involving personal data are designed and implemented to ensure personal data is protected by default;
- That the Data protection principles and safeguarding of individuals' rights (such as data minimisation, pseudo anonymisation, and purpose limitation) are clear in the policy or procedure;
- And that if the policy or procedure aims to provide service to vulnerable groups (e.g. children) that the personal data is treated with extra protection.

What this requires users of this policy to do is:

- Make sure that staff understand why data protection is important for the implementation of this policy, for instance via training or by reading the data protection policies;
- If we are undertaking a review of the policy, change to process or change to system, that we must consider doing a Data Protection Impact assessment, if the change is likely to result in a high risk to individuals.

WHA will consult our data protection officer if there is doubt over these requirements. Details of our Privacy Notice and Data Protection Policy can be found on our website www.williamsburghha.co.uk.

9b. Equal Opportunities

WHA is committed to the principles of equal opportunities and good practice. In this regard, we acknowledge the Scottish Social Housing Charter Outcomes and Standards (Updated April 2017): Outcome No. 1, Equalities, which states:

"every.. customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to.. housing services."

Whether relating to the way we provide services to customers, employ and support staff, or work with partners and stakeholders, we strive to ensure that all people we interact with are treated equally, irrespective of their sex or marital status, race, disability, age, sexual orientation, language or social origin, or other social attributes, including beliefs or opinions such as religious beliefs or political opinions.