

Written Statement of Services

Shire Housing Association Ltd is a registered property factor as defined within Section 2 of the Property Factors (Scotland) Act 2011. Property Factors Registration Number: PF000373.

In accordance with the Property Factors (Scotland) Act 2011, it is a requirement that Shire Housing Association Ltd, as a registered property factor, sets out in a written statement of services the delivery standards which will be in place between us and you the owner.

1. Our Authority to Act

When you bought your home you accepted a number of responsibilities that are set out in a document called the Deed of Conditions. This document is part of your Title Deeds; it places a legal obligation on each owner to contribute to the cost of maintaining the common areas of the estate and gives Shire Housing Association the right to act as factor and to recover each owner's share of the cost of this work.

The Title Deeds impose real burdens on the owner of the property. These burdens or obligations will continue even when a house has been sold with responsibility passing onto a new owner.

2. Services Provided

The core service we provide to you is the landscape maintenance of the common open space ground areas within your estate;

- Landscape Maintenance to common open space areas and common parts; including grass cutting carried out from April to September with a minimum of 16 cuts; shrub, tree, weed, litter or woodland maintenance and common repair work.
- Arrangements for tendering landscape services or common repairs in line with our Contracts and Procurement policy.
- Dealing with owner enquires in relation to open space maintenance work.
- Dealing with specific queries in relation to your open space maintenance account.
- Managing landscape maintenance contracts and consultancy services where required.
- Calculating each householder's share of the work, producing a breakdown statement and issuing owner accounts.
- Processing payments by owners.
- Taking debt recovery action in cases of non-payment.
- Estate inspections carried out by Shire Housing Association staff on a two weekly basis.
- Administration of the service.

3. Financial & Charging Arrangements

We will provide a detailed breakdown of your share of the landscape maintenance costs along with your annual account. Your share is calculated on the total cost paid to contractors to maintain your estate divided by the total number of properties on the estate. For example if the total cost is £500.00 per year and there are 100 properties on the estate (50 tenants and 50 owners), the total cost is divided by 100 to give a per share cost of £5.00.

We will issue you with an annual invoice covering the period from April to March which will cover your administration fee for the factoring service along with your share of the landscape maintenance works. We aim to issue this invoice during the autumn, or as soon as practicable, after the previous year's costs have been calculated.

Separate invoices will be issued for any specific repairs relating to your property setting out your share of the costs within 4 weeks of us receiving an invoice from the contractor.

Value for Money – The contract is tendered in line with our contracts and procurement policy.

Paying your Account; you can pay your account by:

- Debit or Credit card over the phone to Shire Housing Association Ltd 01290 421130.
- Free of charge at a bank of your choice using the payment slip at the bottom of your account.
- By cheque made payable to Shire Housing Association Ltd.

Charges for Common Repair work will be charged separately, where applicable, in line with the Common Repairs section on page 3.

4. Administration Charges

We are a registered Charity (SCO38664) and do not make a profit from the services we provide to owners. As such, we need to ensure we recover the full cost of services to owners. We aim to make sure that the administration fee we charge is reflective of the time and cost to administer the service, reviewed annually. The administration fee includes:-

- Clerk of Work inspection and any specialist consultancy.
- Shire Staff administration time.
- Printing costs of producing payable invoices.
- Stationary and postage costs.
- Legal costs including debt recovery.

The cost of administering services for each estate is additional to the cost of the works and is covered by a flat rate administration fee. The administration fee is

reviewed from time to time by our Board and will be advised annually within your covering letter.

** Please note that our tenants pay their share of the costs through their rental charges. It is not our policy to subsidise services owners receive from the rent tenants pay.*

Additional Administration Charge; may apply on requests for further information; we will notify you in advance if this applies and provide a breakdown of the cost.

5. Debt Recovery

Accounts are payable within 28 days of date of issue. Our debt recovery policy is to ensure we receive all payments legally due to us. We will adopt a sympathetic approach to owners in financial difficulty where we are informed at an early stage and a suitable re-payment arrangement can be put in place. Persistent non-payment will lead to further debt recovery action by us. We will let you know when we intend to progress with further debt recovery action.

1st Reminder – 21 days after date of issue.

2nd Reminder – 7 days after first reminder, if no arrangement made.

After two reminders, we will refer the outstanding debt to a Debt Collection Agent. If this fails to recover the debt, we may consider legal action to pursue a debt through a Small Debt or Summary Cause action. This can include seeking a court order for recovery through wage or bank account arrestment or obtaining a letter of inhibition over the property.

An inhibition order will prevent the property being sold until the debt is repaid and could affect the owners ability to obtain credit. We will only use this method as a last resort. Where we need to take legal action to recover debts we will seek to recover the costs of any legal proceeding from the owner.

Where appropriate we may register a Notice of Potential Liability against an owner's property to recover a debt due to us.

6. Change of Ownership

A change of ownership should be notified to Shire Housing Association. We require the name of the new owner and date of sale. Any outstanding accounts should be paid within 28 days of a change of ownership. We will send all further accounts to the new owner thereafter.

7. Insurance

We do not provide any insurance cover to owners. The Association has Professional Indemnity and Public Liability cover in place;

- Public Liability £5,000,000.
- Contractors All Risks.

- We make sure Contractors carrying out work on our behalf have the necessary Public Liability insurance cover in place.

8. Common Repairs - Communication & Consultation

Emergency Common Works

If emergency work is required to remove a hazard or prevent property damage, we will undertake the necessary work to make safe and write out to owners affected as soon as possible. To report an emergency repair affecting a common area contact Shire Housing Association Ltd on - 01290 421130.

Essential Work

We will inform owners in advance about any essential common repair works where there is a common liability e.g. roof repairs at flatted properties or shared chimneys and the individual share for each owner is over £50.00, including any VAT. In such cases, we will provide clear information in advance to owners for the common work we intend to carry out and explain the liability in relation to the work.

Where the individual share for each owner is under £50 we will carry out the repairs without any prior notification to owners. Such works will usually be carried out by the association's maintenance contractor. This will be invoiced within four weeks of receipt of the contractor's invoice.

Non-essential work

Where non-essential improvement work is proposed (such as door entry systems for flatted blocks) we will consult with you on the proposed works. We will not carry out non-essential works on common property unless the majority of owners agree in advance to meet their share of the cost.

Inspections

We will carry out estate inspections every two weeks to identify any required works and if necessary will advise you of any works to be carried out as set out above. If you have any concerns or wish to report any non-emergency work, please contact the office.

Timescales

- Emergency Common Work – Attend and make safe within three hours.
- Essential Work – Will be programmed and communicated to owners with an expected completion date.
- Non-Essential work – On agreement by owners will be programmed as above.
- Quality Control – We will inspect all common repair work within five days of completion to ensure the work meets the specification and is satisfactory. If it is not, we will re-call the contractor and if necessary withhold payment until work is completed to a satisfactory standard.

9. Services we do not provide.

We do not provide a Reactive or Emergency Repair Service to owners. As agents for East Ayrshire Care & Repair, we may be able to offer advice or assistance for elderly or disabled owners.

10. Complaints Procedure

We aim to provide a high quality service to the owners in all the estates that we factor. Despite this, sometimes things can go wrong. If this happens we need to hear from you so that we can put things right. We value your feedback and use the lessons learned from complaints to help us improve our service.

Our full complaints procedure is available on line at www.shirehousing.co.uk. Alternatively, a printed copy is available on request from our office.

You can complain by talking to us: in person; by telephone; by writing to us or by e-mail.

If you have a complaint please tell us what you are unhappy with, what you think should have happened and what you want us to do to put the matter right.

We operate a two stage complaint procedure: -

Stage 1 – Frontline Resolution - We aim to respond within five working days.

Stage 2 – Investigation - We will acknowledge your formal complaint within three working days and give a full response within 20 working days. This stage deals with complaints not resolved at stage 1.

If we are unable to resolve your complaint at stage 2 and the complaint is considered to breach the property factors code of conduct, you can refer your complaint to the First-tier Tribunal for Scotland (Housing and Property Chamber). Full details on how to refer your complaint to the Tribunal will be set out in our final response letter. You should first raise any complaint with us and to allow us a reasonable opportunity to address your complaint before applying to the Tribunal.

11. Declaration of Interest

The Association holds legal title to the open spaces it maintains and is also the owner of various properties within the estates we factor.

We will enclose an estate map with your annual account to show the areas outlined within your estate where we are responsible for ensuring landscape maintenance work is carried out. These can also be viewed on our website at www.shirehousing.co.uk.

12. Termination - How to End the Property Factor Arrangement with Us

Shire Housing Association Ltd took over this role from Scottish Homes in 1997 to ensure that common areas continue to be well maintained. In estates where homeowners are in the majority (over tenants), your Title Deeds give the majority of owners the right to take over the responsibility for maintenance of the common areas. This would involve agreeing with other owners on the estate to appoint another Factor. Your new Factor would then take over responsibility from us to undertake any necessary maintenance and for collecting each owner's share of the cost.

One month's notice must be provided to Shire Housing Association if the majority of owners wish to exercise their right to change Property Factor. There are a number of commercial factoring companies or social enterprises operating in the East Ayrshire area that owners could consider.

We will continue to provide the existing level of service and recover shared costs until we receive evidence of agreement from the majority of owners and details of the alternative service provider. We reserve the right to discontinue the service if in future we have no property interests within an estate.

The Title Conditions (Scotland) Act 2003 also provides a mechanism for owners to choose their own factor.

13. Communication and Response Times

If you write or e-mail us with a general enquiry, we will aim to respond to your enquiry within 5 days. If you visit our office we aim to see you within 5 minutes of arrival. If you require an appointment we will arrange this within 5 working days.

Our office hours and contact details are:

08:45am to 16:45pm Monday to Thursday.

08:45am to 16:00pm Friday.

Our registered Office address is;

Shire Housing Association Ltd
Netherthird House
Netherthird
Cumnock
KA18 3DB

Tel: 01290 421130
Fax: 01290 428025
Email: info@shirehousing.com
Web: www.shirehousing.co.uk
Find us on Face Book – Shire Housing

To report an emergency repair affecting a common area contact **01290 421130**.