

# Easthall Park Housing Co-operative



“Making a difference to our  
Community”

Factoring Policy and Written  
Statement of Services

2019/20

## Introduction

Easthall Park Housing Co-operative is a registered property factor as defined within the Property Factors (Scotland) Act 2011 (Property Factor Registration No 000393). As a registered property factor, Easthall Park is legally required to ensure compliance with the Code of Conduct provided for in the Act.

These are the terms and conditions for the provision of factoring service to owner occupiers by Easthall Park Housing Co-operative. The Written Statement of Services describes, in simple and transparent terms, how we will deliver services and sets out our service commitments to you.

The purpose of this document is to detail the role of Easthall Park Housing Co-operative as Property Managers on behalf of owner occupiers. It is Easthall Park's responsibility to arrange and oversee the general upkeep of factored buildings, ensure that common parts are maintained to a high standard and that all necessary repairs are carried out.

As required under the Property Factors Code of Conduct, this document constitutes a Written Statement of Services setting out the arrangements in place between Easthall Park and homeowners.

### 1 Authority to Act

Easthall Park operates as a factor on the basis of custom and practice having provided factoring services at **ADDRESS**

### 2 Management Fee

The Management Fee is the charge made by Easthall Park to cover the costs of managing property.

The Management Fee will be reviewed annually to ensure it accurately reflects actual costs incurred by Easthall Park Housing Co-operative.

The current yearly fee is **£X + £X VAT = £X**

The services covered by the Management Fee are:

- All property management administration
- All communication with owners including the issue of newsletters
- Arranging and monitoring of cyclical and major work contracts
- Designated staff for owners to report repairs or discuss factoring issues
- Administration of building insurance and premiums
- Copy invoices free of charge

- Property inspections and advisory service for owners
- Pre and post inspection service for specific repair and maintenance works
- Issuing quarterly factoring accounts
- Supplying information to solicitors, for example, house sales
- Recovery of factoring arrears
- Holding close meetings, as required

### **3 Common Estate Service Charge**

Easthall Park will ensure that estate management services are planned, implemented, regularly inspected and carried out to the highest standard.

The Common Estate Service Charge covers:

- Backcourt and common ground maintenance service
- Stair Lighting
- Common close cleaning
- Weekly estate management inspections
- Adjusting of common door entry system time clocks as required

The current yearly estate costs fee is **£X**

The current yearly stair lighting fee is **£X**

The Common Estates Service Fee is reviewed annually by Easthall Park Housing Co-operative.

## 4 Building Insurance

Easthall Park operates a common building insurance policy. Your quarterly charge includes details of the cost of your cover. There is no administration applied to this premium by Easthall Park Housing Co-operative.

Owners will be supplied with details on commencement of factoring by Easthall Park when purchasing their property, and thereafter on an annual basis. The annual insurance certificate will be sent along with the Written Statement of Services.

Owners should note that cover does not include personal effects, floor coverings, furniture etc. It is the responsibility of the owner to ensure that they are adequately covered in this respect by having house content insurance.

The policy is with **Aviva Insurance Limited** and the present annual premium is **£XX.XX** covering full rebuild costs on your property.

The following excesses apply to the policy:

- £250 excess for all individual claims due to be paid by the owner for material damage loss (excluding subsistence)
- £1,000 excess for each and every material damage loss for subsistence

Please refer to the annual insurance certificate for further terms and conditions of the policy.

Easthall Park require that any loss or damage likely to be the subject of a claim to be reported to the Co-operative within 30 days. Failure to do so will result in the claim being declined by the insurer.

Where owners have failed to pay their building insurance premium within the factoring period Easthall Park may:

- Not process any private claims made by the owner
- Where relevant, notify the owners lenders that the property is not covered under the Co-operative's block insurance policy.

## 5 Factoring Accounts

Factoring accounts are sent out quarterly in arrears, quarterly end periods are March, June, September and December.

Accounts will contain details of: management fee, common estate service charge, share of any common repairs, cyclical maintenance charges, service charges, any private repairs and the buildings insurance premium.

Owners are invited to inspect any relevant accounts at the office or, alternatively, copies are available on request free of charge.

We give customers one months' notice of any changes to our management fee and service charges. These are applied from 1 April each year.

If you are selling your home, we'll work with your solicitor to make sure things go smoothly in terms of the management of your property. You or your solicitor need to contact us as soon as you know the identity of the new owners. If we don't have this information, we won't be able to update our records and allocate charges to you and the new owner. Your solicitor should also give us your forwarding address.

We will provide information about your account and your property, including details of any planned works and any outstanding debt. We will only provide this information following contacting you to confirm you agree with us releasing this information and in line with General Data Protection Regulations (GDPR).

A flat fee of £15 + VAT will be charged to lending authorities requesting copies of key documents in relation to building contracts.

Queries and disputes relating to factoring invoices should be notified to Easthall Park within 14 days of the issue date. We will respond within 3 working days of notification.

## **6 Payment of Factoring Account**

Owners are expected to pay their accounts promptly.

The date that Easthall Park receives payment is the date listed on our bank statement – not the date the owner made the payment,

- Payments can be made in the following ways:
  - Payment by Standing Order
  - Payments made through personal online banking direct to Easthall Park Housing Co-operative.
  - Payments made over the phone by calling the office
  - Cash/cheque can be taken over the counter at the office
  - Cheques' can be sent in the post to the office
- Payments via instalments are permitted provided that an arrangement has been agreed with Easthall Park and the sum covers the current account, any

outstanding building insurance premiums and reduces any arrears. The instalment figure shall be reviewed at the commencement of each factoring period.

- A Standing Order scheme is in operation. Details can be obtained from the Co-operative's office.

## **7 Factoring Arrears**

It is Easthall Park Housing Co-operatives policy to endeavour to restrict outstanding factoring arrears and recoup all sums due as quickly as possible. Payment of all sums due should be made within 14 days of the date of the factoring account being issued.

EHP may raise court action to recover sums due to it if it considers that all reasonable attempts to recover the monies have failed. If an item is in dispute then this must be advised in writing. The customer may withhold payment towards this item until the dispute has been investigated and resolved within a reasonable timescale. The remainder of the invoice must be paid and EHP reserves the right to pursue the remaining balance. EHP will forward a reminder letter for the full balance but will not initiate Court Action on any previously disputed item unless that dispute has been investigated and we are satisfied the amount is due for payment.

## **8 Recovery of Factoring Arrears Procedures**

- First reminder letter will be sent to owners **14 days after the date of issue of the invoice** where no response or payment has been made. This letter will give owners a further 7 days to settle.
- A second reminder letter will be issued on the **21<sup>st</sup> day if the account is not settled**. Owners will receive a further 7 days to make payment.
- If the owner does not respond to the second 7 day letter a solicitor's or sheriff officers/debt recovery agent's letter will be issued to the owner. In addition, the costs for **the solicitor/sheriff officer/debt recovery agent's fee will be charged to their account**.
- If the solicitor/sheriff officers/debt recovery agent's letter proves to be unsuccessful, **further legal action** may be instructed to recover all sums due including expenses.

The steps above are our normal practice, however, in circumstances, such as when a property is about to sell, we will seek to recover monies owed more quickly.

At any point after sending out reminders (detailed above) we may consider lodging **a Notice of Potential Liability** (NOPL) for monies owed with the Registers of Scotland. This warns any prospective purchaser that there is an outstanding liability for which they would become liable if it is not settled by the seller. There is no requirement for court proceedings to have been taken first. We will notify you in writing if we are taking this action and that the cost will be applied to your account. Solicitors may also be instructed to raise an action with the Court for Decree and Expenses.

## **9 Legal Action**

Legal action is generally undertaken only as a last resort. No legal action will be taken without reasonable steps being taken in advance. Prior to legal action being taken we will give notice of our intention by sending you a letter titled 'Notice of Court Action'

Legal action to recover debt involves pursuing debt through court to secure a decree or sequestration.

## **10 Enforcement of decree**

Enforcement may include the following:

- Registering an Inhibition Order to prevent the selling or re-mortgaging of a property without paying the debt.
- Earnings arrestment
- Bank account arrestment
- Rent or other income arrestment
- Exceptional Attachment Order / Attachment of Goods
- Sequestration
- Any other legal proceedings as may be considered appropriate

Where the cost of any actions are legally recoverable from the owner, then that amount will either be received from the owner at the time of settlement of the debt or added to the next Factoring Invoice unless a decree has already been obtained for the costs which can be enforced against the owner.

## **11 Repair Thresholds**

We will write to owners to seek consent for a repair if the cost is over the property threshold limits:

The thresholds are generally £2,000 plus VAT for tenements and £200 plus VAT for four-in-a-block properties.

For minor works under threshold limits, Easthall Park can instruct the works and recover costs without consultation.

If the anticipated work will exceed the threshold, we will consult with owners before proceeding with the work. If we receive majority consent, the work will be authorised to proceed.

The consent levels for your property will be detailed in your Deeds of Conditions, part of the title deeds for your property.

## **12 Repairs and Maintenance**

In order to maintain the property to a high standard it is necessary to identify and carry out repairs. We aim to ensure a fast and responsive service aimed at preventing routine repairs becoming major building defects.

### *Routine*

Common routine repairs should be reported to Easthall Park as soon as they are discovered.

Routine common repairs will be instructed and carried out as deemed necessary by Easthall Park in accordance with the thresholds highlighted at section 10.

The target for emergency repairs is 4 hours and non-emergencies 4 working days.

### *Programmed Maintenance*

This will include work such as gutter cleaning, close painting, drain cleaning, cleaning bin stores and door entry replacement work.

Easthall Park will notify owners prior to the commencement of works detailing the sums involved.

### *Private Repairs*

Advice will be provided to owners free of charge. Any owner wishing a private repair to be carried out will be required to sign a mandate.

Easthall Park will not carry out a private repair for an owner who has an outstanding debt and requests will be considered at Easthall Park's discretion.

### *Emergency Repairs*

If an owner contacts our out of hours emergency number, the owner will be re-charged for any call-out and subsequent repairs and material costs.

Owners will be required to sign a mandate agreeing to pay the costs.

Where there is a risk to health and safety, we can go ahead with necessary repairs to protect all residents and their properties.

Your share of repair costs will be charged as defined in the title deeds of your property.

## **13 Estate Management**

Easthall Park will ensure that estate management services are planned, regularly inspected and that estate management issues are acted upon immediately.

All complaints will be treated in confidence and in a professional manner with appropriate action taken. The action may take the form of:

- a) Noting the complaint with no action required
- b) Standard letter sent
- c) House visit/interview
- d) Involving other agencies e.g. police, social work
- e) Close/committee meetings
- f) Issue warning letters
- g) Legal action

In the case of estate management issues and absentee landlords the following will apply:

- a) In the event of a complaint against the tenant of the absentee landlord, a letter will be sent to the tenant
- b) Should there be no response/action undertaken by the tenant, a letter will be sent to the absentee landlord. In this circumstance, an administration charge of £15 plus VAT will be recharged to the absentee landlord.
- c) Should there be no response/action undertaken from the absentee landlord, the Co-operative will instruct solicitors to send out a letter advising of the legal obligations of an absentee landlord.

## **14 Alterations**

Owners proposing to carry out major alterations are required to notify Easthall Park (as a co-owner) giving Easthall Park an opportunity to provide services and advice.

Any major alteration to a flat will need a form of permission. Permission is required for any work that affects the common part of the property, erection or demolition of walls, moving a bathroom or toilet, installing new windows, changing the use of the flat etc.

In some instances, a building warrant or planning consent will be required. Where the common interest may have relevance, it is appropriate to notify details of proposed alterations to other owners in the property. Please refer to the title deeds of your property for more details.

## **15 Communication**

Easthall Park will consult with owners on all factoring issues and hold owners meetings on request to discuss any issues relating to the property.

An Easthall Park newsletter informing of our activities and services will be issued a minimum of three times a year. Newsletters will be issued to the factored property address.

Owners can contact Easthall Park by calling at the office, by telephone, in writing, by email, via our web page and through social media.

The Easthall Park web site has details on services provided to owners.

## **16 Complaints**

Easthall Park has a comprehensive complaint procedure. Copies of the procedure are available on request or can be downloaded from the web site, [www.easthallpark.org.uk](http://www.easthallpark.org.uk)

Where a complaint against Easthall Park is not resolved to the satisfaction of the owner, the Property Factors (Scotland) Act 2011 makes provision for owners to refer their complaint to the Housing & Property Chamber. Contact details for the Chamber are as follows:

Housing & Property Chamber  
First Tier Tribunal  
4<sup>th</sup> Floor  
1 Atlantic Quay  
45 Robertson Street  
Glasgow G2 8JB

Telephone: 0141 302 5900  
Fax: 0141 302 5901  
Website: <https://www.housingandpropertychamber.scot/>

## **17 How to End the Arrangement**

If a majority of owners agree, you can change your factor.

You should contact Easthall Park for guidance on the process to follow.

We do believe however our costs and service standards compare favourably with other factors.

Accordingly, we hope that you continue to remain with Easthall Park.

## **18 Contact Details**

Easthall Park Housing Co-operative  
The Glenburn Centre  
6 Glenburnie Place  
Easthall  
Glasgow  
G34 9AN

Telephone: 0141 781 2277  
Email: [enquiries@easthallpark.org.uk](mailto:enquiries@easthallpark.org.uk)  
Website: [www.easthallpark.org.uk](http://www.easthallpark.org.uk)