

WRITTEN STATEMENT OF SERVICES

Version: August 2021

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 Enterprises Ltd (GWEn) was established as a subsidiary company of Glasgow West Housing Association (GWHA) 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 services. GWHA as the parent company, is VAT registered² and holds public and professional liability insurance.

GWEn's office is located at 5 Royal Crescent, Glasgow, G3 7SL. Contact arrangements include email factoring@glasgowwestha.co.uk and telephone 0141 331 6650.

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 (AIS), typically issued in May, 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 share 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 generally 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. 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 up to the value specified in your Annual Information Statement. Refer to point 5.2 for an example of these 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

¹ Registration Number: Glasgow West Enterprises Limited PF000329

² VAT Registration Number 108 2556 26



AIS, and we appreciate your co-operation in responding promptly to such correspondence. In this instance we will generally issue an instruction when we have consent from the majority of owners (including GWHA). Decisions on these matters will be made through consultation with homeowners as defined in the Deed of Conditions for your property: this could either be by mandate or at a proprietors meeting.

3.2 **Declarations of Interest**

GWHA, as a property owner, will be factored by GWEn in buildings where property management services are provided by GWEn. On occasion there may be Members of GWHA's Management Committee or GWEn's Board resident in your building, either as a GWHA tenant or as a factored 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 a Code of Conduct. Where works are instructed by GWHA, this will be on behalf of GWEn, in line with our procurement strategy and the agreed levels of authority.

For procurement purposes, GWHA is GWEn's nominated procuring entity; and GWEn is the nominated contracting entity; no financial interest and or personal or commercial benefit is gained from these appointments. Dependent on the nature of the procurement a condition of contract award may be a Community Benefit (CB) contribution which will be allocated to GWHA's CB fund.

3.3 **Float/Deposit**

Where a float is held, this will be refunded if our agreement ends. These sums, accounted for separately, are noted in your AIS.

4 **SERVICE PROVISION**

4.1 **Core Services**

A Management Fee is charged to cover the cost of the following core services. This fee is reviewed annually and bench marked against other factors fees and ultimately approved by our GWEn Board of Directors. 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 common repairs, processing contractor payments, issuing factoring invoices, collecting and monitoring payments and debt recovery procedures.
- b) Arranging buildings insurance and submitting claims for common repairs. Where the claim affects the interior of your home, the onus will be on the proprietor to submit their own claim to the broker.
- c) Issuing Formal Notice and Information Sheet (FNIS) on a quarterly basis to the factored property to keep you informed of our services and activities.
- d) Property inspections are planned on an annual basis to ensure the building is maintained and the common areas are in good order. Details of the most recent annual inspection are noted in your AIS.
- e) Preparing and co-ordinating cyclical programmes and common repairs, examples of which are provided at point 5.2.
- 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 AIS with details of fees/charges/services for the forthcoming year.

Buildings Insurance

Buildings Insurance is required to protect everyone's investment, and to ensure the building is protected in the event of an insured act, such as fire or storm damage. Property Valuations will be undertaken every 5 years and any changes will be advised through the FNIS. Buildings insurance is a legal requirement and, as factor, we arrange this cover for all properties, to the full reinstatement value of the property. Our insurance services are reviewed periodically and details of the Block Buildings Insurance provider are noted in the FNIS. Information on the policy, the claims procedure and policy excesses are available from our offices, or to download from the GWEn homepage on the 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 check whether 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 to demonstrate full cover. 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. These services may include:

- a) Stair cleaning and gardening or back-court maintenance
- b) Removal of Bulk uplift from Common Areas
- c) Electricity supply for stair lighting, lifts, door entry and TV aerial systems
- 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 and billed quarterly through your factoring invoice. 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 relevant 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 (no later than 28 days from proposed settlement date). 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) or if information is required urgently the time involved in collating this information will be charged on an hourly rate.

5 REPAIRS SERVICE

It is your responsibility as a homeowner to make sure the common parts of the building are kept in good condition and we are here to help protect your investment.

All appointed agents (e.g. contractors, consultants) are subject to comprehensive appointment procedures, in line with our procurement strategy and Codes of Conduct.

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 follow our "Out of Hours" procedure advice, details for which are available via our office answerphone or through the GWEn homepage on the website.

We will endeavour to provide job specific progress reports for any works instructed exceeding the threshold of our Delegated Authority. The frequency and detail of updates will reflect the nature of the works being undertaken. Should there be any deviation from the projected timescales agreed during the engagement process



we will communicate this to you. It is your responsibility to contact us for progress reports on works within our delegated authority levels.

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 (including matters relating to health and safety), we will endeavour to provide a minimum of 3 days' notice.

5.2 Repair Definitions - Common Property

The table below provides examples of Common Repairs. The category of repair and response times will be confirmed at the point of reporting.

As per Point 3.1 above, where repairs are deemed to be of an emergency nature, (including matters relating to Health and Safety), we will carry out necessary works to 'make safe', with immediate effect and without need for consultation or agreement.

Category	Description	Examples	Target Response Time
Emergency	Where there is danger to life or the safety of individuals; loss of wind or water tightness or security	<ul style="list-style-type: none"> • Gas leaks • Severe water leaks • Full loss of common close lighting • Loss of security of common close doors • Unsafe stonework • Smashed/cracked glass • Unsafe electrical wiring • Unsafe steps/paths/walls • Blocked drains 	6 hours
Urgent	A necessary item which will cause inconvenience if left unrepaired, or where there is a risk of damage to the building.	<ul style="list-style-type: none"> • Partial loss of common lighting • Tracing of running overflows/cracked guttering 	3 working days
Routine	Items which will not cause any immediate inconvenience and where there is no risk to damage or residents or members of the public.	<ul style="list-style-type: none"> • Loss of TV reception • Door entry system faults • Missing/broken Tiles. 	10 working days
Cyclical Maintenance & Inspections	Preventative Maintenance or servicing to the common parts of the building fabric (internal & external), common external areas, decoration works, cyclical testing and/or inspection as required by legislation, or the property title deeds.	<ul style="list-style-type: none"> • Roof & gutter cleaning and inspections • Fall arrest system testing • Common electrical test and safety checks and remedial works • Asbestos surveying and monitoring • Legionella testing • Fire safety inspections 	Updates relating to these elements will be communicated via our quarterly FNIS



		<ul style="list-style-type: none"> • Door entry / lift / CCTV maintenance • tree maintenance • Close and window redecoration. 	
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5.3 Major Works Costs – Reserve Funds

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 AIS. In these circumstances we will consult with you, unless the work falls within the definition of an Emergency Repair as outlined above.

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.

All monies held in reserve funds for both cyclical and major works will be invested in interest bearing deposit accounts. Total funds held in reserve will be accounted for separately and a statement issued annually in respect of each property.

5.4 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.

With the exception of major works, the costs for which are due to be paid in advance, all other charges are retrospective up and to date of issue of invoice. We will apply a Notice of Potential Liability (NOPL) to your property as means of ensuring that monies are recovered for the works. We will ensure the NOPL is lifted when all sums are paid.

6 FACTORING INVOICES

Invoices are currently issued *quarterly*. The invoice notes the amounts payable for the Management Fee which is a flat rate; and the Insurance premium based on your liability as per the Deed of Conditions; and are billed *quarterly* in advance.

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 or as a percentage 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.

A Statement of Account is issued annually, together with the FNIS and quarterly invoice. We will issue these electronically to your email address; or by post where we do not have an email address for you.

**6.1 Payment**

Invoices are due for payment within 14 days of issue and a variety of options are available to facilitate payment. We encourage payment by monthly direct debit, or electronic payments through our partnership with Allpay. Invoices that are not paid within 14 days of issue, may be subject to late payment penalty charges plus any legal or other fees incurred in recovering the debt. Non-payment will be pursued in line with our Debt Recovery Policy, details of which are available on request. Non-payment may affect provision of services, and/or may result in other homeowners being liable for the debts (if they are jointly liable for the debts of others in the group, as determined by the Deeds of Conditions).

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 competitive 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. Where you decide to appoint a new property manager, and have confirmed this to us in writing, we will work with your factor to assist a smooth transition.

In advance of the transfer, and subject to GWEN data protection policy, we will provide information about your block as requested by your new Property Manager. We will confirm to you any period of notice/penalty charges for early termination along with 'cooling off' period, as stipulated within the deeds of conditions, along with clear information, including reference to relevant legislation, for example the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004.

8 GENERAL DATA PROTECTION REGULATION (GDPR)

We take the issue of security and data protection very seriously and strictly adhere to guidelines within the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018. During the course of our activities we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. Our [Privacy Notice](#) (available on our website) explains what information we collect, when we collect it and how we use it, as well as your rights to access or change this information.

9 COMMUNICATION ARRANGEMENTS

You can contact us during normal working hours, (Monday – Friday, 9am 4pm, Tuesday 11.30am – 4pm). Our office is closed Saturday and Sundays and on bank holidays. Details of which are available on our website.

Where practical we will aim to respond to telephone and all other enquiries 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 notify you accordingly.

To help you understand the operation of our factoring service, our policies/procedures are available on request.

10 DISPUTES AND COMPLAINTS HANDLING PROCESS

10.1 *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, GWHA may intervene in disputes involving GWHA 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 Glasgow City Council website: www.glasgow.gov.uk and searching for Community Relations Unit.

10.2 *Complaints Handling Process*

We aim to get things right first time however, we recognise that there may be occasions where our service falls short of your expectations or there may be situations where you are unhappy with a contractor. 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.

First-tier Tribunal for Scotland – Housing and Property Chamber

Once our internal process has been completed, you may request a final review by the First-tier Tribunal For Scotland (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 www.housingandpropertychamber.scot 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: First-tier Tribunal For Scotland (Housing and Property Chamber First-tier Tribunal for Scotland, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT.