

PAISLEY SOUTH PROPERTY SERVICES

Written Statement of Services

For Factored Owners of Tenemental
Properties

Paisley South Property Services (Registered Number PF000305)



These are the terms and conditions for the provision of a factoring service to owner occupiers by Paisley South Property Services Limited (PSPS), incorporated under the Companies Act (registered Number SC264883) and registered as a Property Factor Registered number PF000305. Paisley South Property Services Ltd is a subsidiary company of Paisley Housing Association (PHA).

WRITTEN STATEMENT OF SERVICE

How to contact us

Address: Assurance House
2 Lawn Street
Paisley
PA1 1HA

Telephone: 0141 889 7105

Email: admin@paisleyha.org.uk

Website: www.paisleyha.org.uk

For our opening hours please see our website

Out of hours contact for emergency repairs: 0141 889 7105

Our Aim

Paisley South Property Services (PSPS) aims are to provide an efficient and effective factoring service to owners who live in tenements where Paisley Housing Association (PHA) has ownership or where PHA has had involvement in the redevelopment of the property. Through delivering our factoring service we aim to maintain the asset value of both owners and PHA property.

Purpose of the Written Statement of Service

Our Written Statement of Services (WSS) sets out our obligations to anyone who receives our factoring service, as required by the Property Factors (Scotland) Act 2011. This document will set out our responsibilities as property factor and your responsibilities as one of the owners of the common property.

This is not a legally binding document but is intended to reflect the services we provide in a transparent and accessible way.

A copy of the latest WSS will made available on PHA's website www.paisleyha.org.uk and on request by a homeowner.

Common Property

Common property as referred to in this document describes property which is not exclusively owned by one owner but is owned in common by all owners of the building. In general, common property can consist of:

- Roof
- Common Close
- Close Stairs
- Gutters
- Downpipes
- The Ground on which the property is built
- The Back Court or Garden

A more detailed description of common property relative to your building can be found in the Title Deeds of your property. If your Title Deeds are silent as to the common property within your building then we will rely upon the Tenements (Scotland) Act 2004 to specify the common property and the liability for such.

PSPS does not hold a copy of your Title Deeds. You can get a copy from the Registers of Scotland; they will charge you for this service.

You can contact them as follows: -

Registers of Scotland,
St Vincent Plaza,
319 St Vincent Street,
Glasgow
G2 5LD

Telephone: 0800 169 9391.

Website: www.ros.gov.uk

Authority to Act

PSPS is the Property Factor acting for and on behalf of all dwelling owners within the block of flats of which your property forms part. PSPS has been appointed in accordance with the provisions of your title deeds by a majority vote of owners within your block.

You will find everything you need to know about your rights and responsibilities as a factored owner in your Deeds of Conditions, a legal document which is part of your Title Deeds. It sets out the rules covering the management, maintenance, insurance, repairs and improvement of the shared parts of your building.

Declaration of Interest

PSPS is a subsidiary of PHA. Where PHA usually owns at least one property in a block which we factor, we have an interest through being the subsidiary of the owner PHA.

Included in Appendix 1 is a list of properties owned by PHA within your block.

Delegated Authority

PSPS has the delegated authority of the owners within the tenement to instruct and carry out repairs and maintenance to the common parts of the block being factored. This is on the condition that the anticipated cost to each owner of any one item at the time when it was instructed does not exceed £150 (excluding VAT) per owner, or such other sum as may be agreed with a majority of owners of the tenement. PSPS will not keep owners informed of the progress of routine works or estimated timescales for completion where the works fall within our delegated authority.

If the anticipated cost of any such item exceeds £150 (excluding VAT) per owner, it shall be instructed and carried out only when the work has been approved in accordance with the provisions of your Title Deeds or by a simple majority of owners of the block and owners will be consulted on these works and advised of the outcome.

We may also instruct works at a cost exceeding £150 (excluding VAT) per owner if the works are required in an emergency or it is considered that the expense to be justifiable on grounds of health & safety and in order to make the property safe, secure, wind and watertight. In these circumstances PSPS will recover the costs of this work.

The threshold of £150 shall be reviewed on an annual basis and you shall be notified if this amount is to change.

Services Provided

PSPS will provide core services and any additional services relating to your property as set out in Appendix 2.

Our Repairs Service

It is your responsibility to report repairs to the common part of the building. PHA staff will also report repairs if they see a problem. PSPS will have no liability for any failure to instruct repairs on its own initiative following a visit to the property & the block of flats which it forms part.

The timescales in which PSPS work to with regards to repairs are as follows:

Category	Response Time from reporting repair
Emergency	6 hours
Urgent	3 working days
Routine	8 working days

Full details of our repairs and maintenance service can be found within PHA's Maintenance Policy which can be found on our website www.paisleyha.org.uk or can be requested from our office.

Reactive repair contractors are procured through the Scottish Governments public contracts portal to make sure the contractor delivers services that are of good quality and represent value for money. They are then put onto an approved list.

We monitor the quality of our contractors work and will where requested by an owner liaise with any contractor, within our authority to act, in order to remedy any defect in inadequate works or services which we have organised on the owner's behalf.

We charge what the contractor charges we do not add any additional administrative charge.

PSPS will provide owners with information regarding any planned and cyclical maintenance annually. Large scale works are procured from PHA's framework, smaller work from the Scottish Governments public contracts portal. Where works are instructed by PSPS and subsequently delayed or cancelled we will notify owners accordingly.

Access to Private Property

Your titles may provide for PSPS as your factor to access your private property. If your Title Deeds are silent on this matter then the Tenements (Scotland) Act 2004 will apply. The act specifies when access will be allowed, for instance to carry out maintenance that was decided by a scheme decision or to make sure that any part of the building that provides support and shelter is being maintained. We will give you reasonable notice that access is required and, within reason, you can refuse access where inconvenient or where the timing is not suitable. Where access is gained, PSPS will restore the flat to its original condition. If a person authorised by PSPS causes any damage, we will be responsible for reinstating your property to the previous condition or the cost of repair work.

Financial & Charging Arrangements

PSPS will charge an annual Management Fee for carrying out its function as property factor for your property. This is specified in Appendix 5.

PSPS is not VAT registered so this is not applied to your Management Fee or any additional charges.

The Management Fee is reviewed annually taking account of the costs incurred from the previous year and projected for the coming year.

Where an owner sells their property the Management Fee will be apportioned and a refund will be given where the owners account goes into a credit.

How costs are shared

You are responsible along with all of the other owners within the block for the share of the maintenance and repairs carried out. Your share will be charged in accordance with your Title Deeds or where appropriate the Tenements (Scotland) Act 2004.

Appendix 1 details your share of the cost for maintaining the common parts of the block.

Invoicing

We will invoice you quarterly by post or by email if you have agreed this with us. Invoices will be sent to your correspondence address.

We aim to provide you with clear itemised bills.

We issue invoices:

- 28th May
- 28th August
- 28th November
- 28th February

In your invoice we will provide you with the following:

- The quarterly Management Fee
- Details of the common work undertaken, the total cost, the % being applied to the works and the charge being made.
- Details of any major repair work undertaken, the total cost, and the % share of the works costs and the charge being made.
- Details of any additional services undertaken, the total annual cost & the quarterly charge.
- Details of any Insurance charges made where an owner has opted into PHA's block insurance policy. This charge will be applied to the May invoice.
- Details of any insurance excess charges, if applicable.
- Details of any costs PSPS has incurred in pursuing court action to enforce payment, including court expenses & other incidentals e.g. Sheriff Officer fees for issuing Notices

Along with your invoice we will also provide you with a statement of your account which includes the current invoice charges.

When a property is being sold we ask owners to advise their solicitors that we are the appointed factor for the property and that they should contact us within 14 days of the date of settlement to advise us of the change in ownership. We will apply a £35 admin fee to the outgoing owner where solicitors require guarantees/ building warrants relating to the property. If there is debt on your factoring account at the time of sale PSPS requires a signed mandate from the selling owner authorising release of monies retained in respect of outstanding liability by the seller's solicitors.

PSPS will not forward documents until either all outstanding debts are cleared or an irrevocable mandate is completed.

Where the factoring arrangement is terminated we will make financial information that relates to your account available to you within 3 months of the termination unless there is good reason for doing so such as we are awaiting final bills relating to contracts which were in place for work and services.

Copies of invoices, including quotes & tenders, relating to the provision of PSPS's factoring service to their property will be made available to owners for inspection on request. Only information which is business sensitive will not be provided. Owners are asked to give 14 days notice for inspection.

If you have any queries relating to your invoice please do not delay in contacting us – we are here to help.

Payment

Owners will have 14 days from the date of the invoice in which to make full payment.

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

- **Direct Debit-** You can set this up by telephone. Just contact us on 0141 889 7105.
- **Debit/Credit Card-** You can use this by telephoning us on 0141 889 7105.
- **Cheque-** You can post a cheque to us at Assurance House, 2 Lawn Street, Paisley. PA1 1HA.

Please note your name and property address on the back of the cheque.

- **Allpay Card-** You can use this at any shop that displays the PayPoint symbol or at any Post office.
- **Standing Order-** You can get details from us to set this up with your bank. Just contact us on 0141 889 7105.
- **Online-** You can do this through your online banking account, just contact us on 0141 889 7105 for further details.

Any payments received will go towards insurance payment first where the owner is part of our block policy.

Debt Recovery

If an invoice is not paid in full within 14 days of issue we will follow our Factoring Debt Recovery Procedures. These procedures are available on request from our office.

PSPS reserves the right to apply 2% interest charges on any outstanding balance on owner's account, after 14 days.

Where the owner is disputing their account and it has been investigated under our Complaints Procedures we will suspend our recovery action until this is resolved.

We will also not apply any interest during the period of the dispute including where it is under investigation by the Housing and Property Chamber.

Owners who are experiencing financial difficulty in making full payment of their invoice may wish to use the services of PHA's Welfare Benefits Officer who can advise on income maximisation through benefit uptake. This is a free and confidential service which can be accessed by contacting us on 0141 889 7105.

We do not provide debt advice but recommend owners seek advice, support and information from not – for profit debt advice bodies such as:

Advice Works on 0300 300 1238 or email adviceworks@renfrewshire.gov.uk

Citizens Advice Scotland <https://www.cas.org.uk/bureaux/renfrewshire-citizens-advice-bureau>

Complaints

Owners' views are important to us as they let us know how and where we can improve the factoring service we provide to you. If we have made a mistake or you are unhappy with our service we aim to make it as easy as possible for you to tell us. You can write, email, phone or visit us to let us know what you are unhappy about.

Irrespective of the medium used for correspondence, the quickest form of response will be used. If possible this will be either telephone or email in the first instance.

A copy of our Complaints Policy is available on request from our office and can be accessed online at www.paisleyha.org.uk .

Where an owner makes a complaint and remains dissatisfied having exhausted our internal process, they can seek redress through the First-tier Tribunal for Scotland (Housing and Property Chamber).

If an application is made relating to a disputed debt and it is accepted by the First – tier Tribunal for consideration, we will not continue to apply any interest or pursue any separate legal action in respect to the disputed part of the debt during the period from when we are notified in writing by the First-tier Tribunal that the application is being considered up to the notification of their final decision or the Upper Tribunal for Scotland if appeal proceedings are raised.

The First-tier Tribunal for Scotland (Housing and Property Chamber) is the independent group, appointed by the Scottish Government, to review complaints against property factors. Their contact details are as follows:

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

Telephone: 0141 302 5900 Fax: 0141 302 5901

Website: <https://www.housingandpropertychamber.scot>

We will comply with any relevant request from the Housing and Property Chamber to provide information relating to a complaint from a homeowner.

Communication and Consultation

We are committed to listening to our customers and, where possible, acting on what you say. We value your opinions and work hard towards developing services and standards to meet your needs.

PSPS has adopted the PHA customer standards a copy of these are available on request from our office or can be accessed on our website www.paisleyha.org.uk . See Appendix 4 for our customer service response times.

We undertake a 3 yearly satisfaction survey for our factoring service and publish its outcomes.

We provide owners with an annual report which meets the requirements of the Scottish Social Housing Charter.

PSPS's preferred method of communication with owners is via email however we will provide written copies on request to meet the varying needs of owners.

PSPS uses PHA's website www.paisleyha.org.uk to keep owners informed and provide access to documents which owners may need to understand the operation of our factoring service.

Changing Factor

We believe we provide a quality factoring service which offers you value for money and hope that you choose to stay with us.

If however, you consider changing factor you should first refer to your title deeds which may include provisions on how to bring to an end your factor. Where your title deeds are silent you should apply the Tenements (Scotland) Act 2004 which provides a straightforward process enabling the majority of owners within the block to decide.

Here is a step-by-step guide of the process:

Step 1: Contact us to ask for a meeting of all property owners in the block to discuss what alternative factoring arrangements are available.

Step 2: Attend meeting and vote for your choice of property factor

Step 3: If owners decide to move to a new registered factor, agree date for property factor responsibilities, including services, to be passed to them. We will provide all owners with a minute of meetings and a record of the outcome of any votes taken.

Unless otherwise stated in deeds at least 4 weeks must be given to agree a handover date and finalise outstanding accounts.

Where another property factor is due to take over the management of your property we will co-operate, within our authority to act and data protection legislation, with the new, formally appointed property factor to supply each other with the information about the property to be factored and the contact details for homeowners. We will seek to do this through a letter of authority from the majority of owners to confirm their instructions to us and list the information they wish to be shared.

Buildings Insurance

PSPS is responsible for ensuring all properties within your block have buildings insurance. PSPS as a subsidiary of PHA invites annually all factored owners the opportunity to purchase buildings insurance through PHA's Block Insurance Policy. If you do not wish to participate within the Block Insurance Policy you are legally obliged to provide us with satisfactory proof of adequate alternative insurance cover, your policy should include Property Owners Liability cover.

The buildings insurance service is tendered by PHA and the best value insurance provider, taking price and quality into account, is selected. If you wish to know more about the process for tendering for buildings insurance please contact us and we can provide you with more details.

Appendix 3 states whether you are included within our Block Insurance Policy, and if you are it will also the premium applicable to your property and how this is calculated.

If you are on the block policy, we will deal with the administration of common building claims and apportion any insurance excess in accordance with your Title Deeds share as stated in Appendix 1.

Where a claim affects only your property, we will provide you with contact details for you to make your claim directly via the insurer broker. If you have any difficulty pursuing a claim, please contact – we are here to help.

Our Block Insurance Policy is based on Property Rebuild Costs which is based on property size as calculated by the Building Cost Information Service (BCIS) via our

appointed surveyors The John Martin Partnership. We uplift annually this valuation by retail price index to determine current value.

PSPS does not arrange home content insurance owners will have to arrange this independently.

PSPS holds adequate professional indemnity insurance for the delivery of its factoring service. Details of the policy are available on request by homeowners to verify the policy is in place.

Equality and Diversity

PSPS promotes equal opportunities and will not discriminate between persons on grounds of gender or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.

Data Protection

PSPS is committed to ensuring the secure and safe management of data held by them in relation to customers, staff and other individuals. Staff members have a responsibility to ensure compliance with the terms of the Data Protection Act 2018, which includes the UK General Data Protection Regulation and PHA's Privacy Policy, and to manage individuals' data in accordance with the procedures outlined in the policy and documentation referred to herein.

DO YOU HAVE DIFFICULTY READING THIS DOCUMENT?

If you need a copy in a different size or format, then please contact us and we will try to arrange this for you.

SAMPLE