



WRITTEN STATEMENT OF SERVICES

Property Factor Register No - PF000313

INTRODUCTION

These are the terms and conditions for the provision of a factoring service to property owners by Dunbritton Housing Association Ltd, 1 Hatters Lane, Dumbarton, G82 1AW. We are referred to as “Dunbritton” or the “Association” in this document.

Dunbritton is a registered property factor as defined within the Property Factors (Scotland) Act 2011 (the “2011 Act”), registration number PF000313. As a registered property factor, Dunbritton is legally required to be registered with Scottish Government as a property factor, use its Property Factor Registered Number on correspondence, and ensure compliance with the Code of Conduct which is provided for in the 2011 Act. The Code of Conduct was originally approved by the Scottish Parliament as part of the implementation of the 2011 Act and came into effect on 1 October 2012. A revised code has recently been published and took effect from 16 August 2021. In this document we refer to the revised Code of Conduct as the “Code”.

It is the responsibility of Dunbritton to arrange and manage the general upkeep of open spaces and amenity areas which have not been adopted by the local authority, and in some instances, the common parts of the larger building of which your home form’s part.

As required under the Code, this document constitutes a Written Statement of Services setting out the arrangements in place between homeowners and sharing owners and Dunbritton. These are the terms and conditions for the provision of a factoring service to owner occupiers/sharing owners by Dunbritton Housing Association Limited, registered under the Co-operative and Community Benefit Societies Act 2014 (Registered Number 2421RS) having our Registered Office at 1 Hatters Lane, Dumbarton, G82 1AW.

AUTHORITY TO ACT

Dunbritton is the Factor acting on behalf of all homeowners and sharing owners within the development of which your property form’s part. The basis upon which Dunbritton has authority to act on behalf of all homeowners and sharing owners is either the formal appointment of Dunbritton to act as the Factor made by the owners and confirmed by a legal factoring agreement between Dunbritton and the group of owners, or where Dunbritton operates as property factor on the basis of custom and practice.

All owners will be required to sign a legal Factoring Agreement which is a legal document that confirms the contract between Dunbritton as a Factor and you as an owner in receipt of the service. Where we manage and maintain open amenity areas, a description of the areas and their location and a plan of the areas is included in your individual factoring agreement.

SERVICES PROVIDED

Core Services

Dunbritton will provide the core services set out in the individual factoring agreement (attached) for your development. The Association will have no liability for failure to instruct repairs on its own initiative following a visit to the development which your property forms part of.

Delegated Authority

Dunbritton has the delegated authority from the owners within the Development to instruct and have carried out repairs and maintenance to the common parts being factored, provided that the anticipated cost to each owner of any one item at the time when it is instructed will not exceed the amount as detailed in your Deed of Conditions.

If the anticipated cost of any such item exceed the amount stated in your Deed of Conditions it shall be instructed and carried out only when the work has been approved by a majority of the owners or in accordance with the provisions of your Title Deeds, and all owners have paid their share to the Association in full. The Association may also instruct work without prior approval, in an emergency or it considers the expense to be justifiable on grounds of health or safety. In these circumstances, the Association shall recover the costs of that work.

Float

A float of £150 is payable by each incoming owner, unless otherwise stated in the Deed of Conditions. The float is used to pay contractors for work carried out throughout the year, prior to the Association invoicing service users. The float is refundable when you sell your home, after deduction of any sums due by the owner to Dunbritton in their capacity as factor.

Additional Services

Dunbritton may provide services out with the core services (including major repair works and improvement) if it is authorised by the owners within the development to do so - all in accordance with the provisions of your Title Deeds. The cost of such works will be confirmed to all of the owners within the development prior to the work being carried out, and the costs of carrying out the work shall be apportioned in accordance with your Factoring Agreement. The Association may include reasonable conditions in respect of payment for the provision of such additional services.

FINANCIAL AND CHARGING ARRANGEMENTS

Management and/or Administration Fee

The management and administration fees are the charges made by Dunbritton to cover the costs of managing properties and open spaces on behalf of owners and sharing

owners. These fees will be reviewed annually to ensure they accurately reflect actual costs incurred by Dunbritton in providing the relevant services.

The yearly fees are charged at a flat rate, and the fees which are to be charged with effect from **1st April 2023** are detailed below:

Annual management fee for a house	£126.34
Annual management fee for a flat	£181.74
Annual administration fee per property	£46.16

The services covered by the Management Fee are:

- Arranging maintenance and repair of the common parts of a block and delivery of cyclical maintenance services
- Procuring competitive pricing and services for cyclical works
- Reviewing contractors' invoices and apportioning costs
- Pre and post inspections for repair and maintenance work
- Provision of a block Building Insurance Policy and Public Liability Insurance for shared open spaces
- Administrative costs relating to preparation and delivery of quarterly invoices, letters and other communication
- Stringent financial controls to ensure all owners are charged for their respective share of costs
- Joint working with the Association's Solicitors to recover outstanding debts
- Liaising with utility companies to provide meter readings to ensure all charges are accurate
- Office overheads
- Meeting homeowners, contractors, service providers, insurance brokers, local authorities and other third parties as appropriate.

Administration Fee

The administration fee is the charge which is made where we manage open or amenity spaces on behalf of owners.

The services covered by the administration fee are:

- Arranging, tendering and monitoring of landscape works
- Issuing invoices
- Joint working with the Association's Solicitor to recover outstanding debts
- All communication with owners including issuing newsletters

The Association may apply an additional fee for copy invoices to be sent or any additional work beyond its routine duties.

FACTORING ACCOUNTS

Factoring accounts will be sent out quarterly in April, July, October and January. These will include charges for all works carried out or invoiced during the previous period, with the exception of Public Liability & Building Insurance charges which are charged annually in advance.

Accounts will contain details of (if applicable):

- The management/or administration fee
- The owner's share of any common repairs
- Any private repairs requested and undertaken
- Building insurance premium
- Public liability insurance
- Common estate service charges (owners)
- Cyclical maintenance charges

The proportion of the common repairs and other costs which you are responsible for is set out in the Appendix to this Statement. Details are also included in your individual factoring agreement.

N.B. Sharing owners pay their share of common estate services with their monthly rental charge.

Queries and disputes relating to factoring invoices should be notified to Dunbritton within 7 days of receipt of invoice. All general enquiries will be responded to within 7 days of receipt.

Payment of Factoring Accounts

Dunbritton expects payment of accounts within 28 days from receipt of invoice. The date of our receipt of payment is the date your payment is shown on our bank statement.

- Payments by instalments must be agreed with the Association's Finance department. Instalments may be reviewed by the Association to ensure that insurance premiums are covered and any arrears are reduced. No fee will be charged for setting up this arrangement.
- Dunbritton has a Chip & Pin facility to accept debit/credit card payments at the office or by telephone (**we do not accept American Express**).
- Cheque payments can be made by post or at the Association's office.
- Standing Order payments can be made by contacting the Association for bank details and your reference number to ensure your payment can be allocated to your account.

- Direct Debit payments can be set up by a member of the Association's Finance Department on a monthly or quarterly basis.

Factoring Arrears

Dunbritton will always pursue owners who fail to pay their accounts.

Any expenses incurred from legal actions will be included in the total sum due for repayment.

After your account has been issued, the Association's debt recovery procedure will be as follows:

14 days	reminder
4 weeks	2nd reminder including late payment fee of £20
6 weeks	instructions to our Solicitors which will incur additional legal costs for you as an owner

POTENTIAL LEGAL ACTION

Pre Litigation

Prior to any action being taken against you, the Association's Solicitor will send you a letter giving you the opportunity to pay the outstanding balance in full or to make a payment arrangement to repay the arrears.

Simple Procedure Court Action

If there has been no response to the letter issued by the Association's Solicitor, a Simple Procedure Court Action will be raised against you. A claim form will be completed and lodged with the Sheriff Court who will then issue a Timetable assigning a last date for service of the claim on you and a last date for a response to be lodged to the action by you. . The claim form will be served on you, the respondent by a Sheriff Officer. At this stage you will be required to respond to the court by the last date for a response by completing the appropriate response form and lodging this with the court. Judicial Expenses can be awarded by the court in a Simple Procedure, which may increase the amount you will have to repay.

If the level of arrears is in excess of £5,000 you will be subject to a different type of court procedure, known as Ordinary Cause. An Initial Writ (court action) will be served upon you and you shall have 21 days from date of service to lodge a response with the Sheriff Court.

Decree

A decree is a final judgement awarded by the court which forms a legal contract for you to ensure repayment of the outstanding sums. If you lodge a response seeking Time to Pay and this is granted by the court, the Association will be awarded an instalment decree. You are then required to make payment at the rate and frequency as set out in the instalment decree.

Enforcement

If the Association has obtained a decree (final judgement) against you, which is not an instalment Decree, it will be enforced by one of the methods of diligence offered by law.

Charge for Payment

This is a formal demand served by Sheriff Officers following a successful award of decree. It will demand payment within fourteen days and if it is not complied with, Sheriff Officers can be instructed to proceed with further enforcement action.

Earnings Arrestment

Will require your employer to deduct a specified sum from your earnings to repay your debt.

Arrestment

An Arrestment can be made in the hands of a third party who is due to make payment to you, e.g. rent payment from a tenant. An Arrestment can also be placed against Bank and Building Society Accounts.

Attachment

An Attachment decree will be granted by the Sheriff to enable Sheriff Officers to recover valuable goods to offset any monies against your factoring account which could include your car, caravan or motorcycle.

Notice of Potential Liability for Costs

This notice is registered in the Land Register of Scotland against the title to your home. It shows to any potential new buyers that the debt is outstanding and that they will become responsible for paying it if they buy your home without first requiring you to settle the arrears with us.

CHANGE OF OWNERSHIP

All owners are required to notify Dunbritton of any change in ownership of their property as soon as you become aware of it. Dunbritton will then arrange to apportion the charges and sums due by the current owner for the period to the date of sale. An additional administration charge of £50 will be made to any owner selling a property, to cover our work in the apportionment of common charges and updating your solicitors with relevant information. A further additional charge may be levied if copies of any documentation are requested on behalf of an owner up to a maximum of £20.

PRIVATE LETTING

If an owner privately lets their property, be it residential or commercial, Dunbritton will pursue the owner for payment of accounts and not the tenant, as any factoring debt is due and payable by the owner of the property and not the tenant.

INSURANCE RESPONSIBILITY

Dunbritton operates a common block Building Insurance Policy which provides full re-instatement value cover. Owners will be given details on request. Owners should note that cover does not include personal effects, floor coverings, furniture etc., and it is your responsibility to ensure that you have arranged adequate Contents Insurance.

Where owners wish to take out their own buildings insurance for their property and if their property is factored by Dunbritton then they are required to provide evidence that insurance is in place and covers a share of the common parts of the building. This evidence must be provided on an annual basis. Should this evidence not be provided, then the Association will insure the property on the owners' behalf and the whole annual premium will be applied. The policy is currently with Zurich Municipal.

The terms and conditions of the policy are available at the Association's office on request. Where an owner does use the Association's block policy to insure their home, we will provide them with an annual insurance statement (or within 3 months of any change in the insurance provider) with full details of the insurance cover, the policy terms and how each owner's share of the insurance premium is calculated.

MAINTENANCE

Repairs

In line with your Deed of conditions the Association will undertake any required maintenance/repairs to open / amenity areas.

Ground Maintenance

The schedule which we agree with the ground maintenance contractor will include the following work:

Winter

- Litter picking and sweeping 1 visit per month
- Prune toward the end of winter period with bed preparation

Summer

- 3 hedge cuts per season
- Bed maintenance 4 times per year and turn over soil edges on the beds
- Weed killing 3 times per year

Overall

- Grass cuts 16 cuts per year
- Sweeping and weeding of all hard standings of common areas, 16 times per year (tied in with grass cutting).

Periodic inspections will be carried out in areas we factor. Owners should report routine repairs as soon as possible to the Association by phoning the office telephone number - 01389 761486 and choose option 1 for Repairs. Please give as much information as possible. If the repair is straightforward, the Association will pass the information directly to an approved contractor and they will carry out the works. If the repair is not straightforward, the Association will arrange an inspection and assess the repair.

In terms of the Deed of conditions we will carry out maintenance as and when required.

Where repairs cost less than £50 per household, these repairs may be instructed without notification to owners, dependent on the nature of the work. Where repairs cost £50 or more per household, the Association will notify the owners in writing regarding the nature of the work, the total cost and the share of the cost. The exception will be in the event of an emergency where there is a risk to persons or the property. Owners will be invoiced for their share of each common repair. The calculation will be based on what is said in the Deeds of Conditions in relation to your home.

Dunbritton has a planned maintenance programme which includes common works such as gutter cleaning, close painting, close window and door renewal. Details of the programme are available on request from owners and sharing owners.

Private Repairs

Dunbritton provides an inspection and advisory service to sharing owners and owners whose property is managed by the Association, free of charge.

Owners/sharing owners wishing a private repair will require to pay the costs in advance or sign a mandate (at the Association's discretion) agreeing to pay the costs of the repair. The Association will not carry out a private repair for anyone with an outstanding debt owed to the Association.

Emergency Repairs/Callouts

If you experience loss of power to the street, you can contact Roads and Lighting Faults (RALF), telephone number 0800 373 635.

If you experience loss of water supply to the street, please contact Scottish Water, telephone number 0800 0778 778.

Emergency repairs to common areas during office hours can be reported to the Association's office on 01389 761486, choosing option 1 for repairs. For a callout out with office hours (Emergency common repair) please call our out of hours emergency service – Hanover (Scotland) UK on 0131 524 1418.

Examples of an Emergency Common Repair:

- Burst pipes and tanks to common pipe chases/loft areas (common close)
- Loss of electric power or faults to common areas endangering life or property
- Structural problems to common areas causing a danger to tenants or the public
- Loss of water supply to common and un-adopted areas
- Lightning, flood or storm damage to common area
- Structural problems causing a danger to tenants or the public

Please note the cost of an emergency/callout repair can be expensive. If you experience loss of power/water supply, please check with your service provider first to establish if the power/water has been disconnected to only your home /block or to the street.

COMMUNICATION

Dunbritton will hold owners' meetings on request to discuss any issues relating to the factoring services. Updates and information will be provided on the Association's website.

CONTACTING US

If you have any queries regarding the factoring services which we provide, you can contact us as follows:

1 Hatters Lane
Dumbarton
G82 1AW

Telephone Number: 01389 761486

Email: admin@dunbritton.org.uk

OBTAINING INFORMATION

If you wish to access or obtain a copy of any information or documentation which is referred to in this Statement, email admin@dunbritton.org.uk. The Association's Privacy Policy is on the website www.dunbritton.org.uk and can be located under Documents, then Policies and is listed near the end of the list.

Dunbritton is registered with the Information Commissioner's Office, reference number Z7205348.

DECLARATION OF INTERESTS

Dunbritton confirms that it owns properties or related land within the area which is factored. Dunbritton's interest is also declared in your Factoring Agreement.

TERMINATING THE FACTORING AGREEMENT OR CHANGING FACTOR

You should refer to your Title Deeds with regard to terminating the factoring agreement.

You may be able to have Dunbritton replaced as property factor for the block, either in accordance with the terms of the said title deeds if applicable, or where a majority of owners vote in favour of a new factor being appointed. If this is something you wish to explore, you may wish to take advice from your own solicitor and also have regard to relevant legislation, including the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004. You should also note that, if the owners in the block are asked to vote to replace Dunbritton with another factor, then Dunbritton itself will have one vote for each property owned by Dunbritton in the block.

If another factor is properly appointed to take our place, then we will co-operate with the new factor to facilitate a smooth transition process, to assist the new factor in taking over the management of the common areas. We may require a letter of authority from you to confirm your instructions and to authorise us to share information which we hold with the new factor.

COMPLAINTS

Dunbritton value you as a customer and we wish to provide you with a good service. It is important to Dunbritton that owners are satisfied with the factoring services that Dunbritton provides. We actively encourage feedback from owners.

If you raise a telephone query with one of our staff, we will get back to you within 5 working days. If you have a complaint in relation to the factoring services you receive, Dunbritton has a complaints protocol which sets out the procedures that will be followed.

The complaints protocol is available from Dunbritton office or on our website. Please note that, for complaints from owners regarding the factoring services, if you remain dissatisfied after we have exhausted our complaints procedures in an effort to resolve your complaint, you should make an application to the Housing and Property Chamber:

Housing & 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: www.housingandpropertychamber.scot

Email: HPCAdmin@scotcourtribunals.gov.uk