



## FACTORING SERVICES

This is a statement of the terms and service delivery standards of the factoring arrangement between Angus Housing Association Limited ("the Association") and ("the Owner") for ("the Property"). It is provided in accordance with the Property Factors Code of Conduct.

### 1. Authority to Act

The Association is the appointed factor for the Property in terms of the title deeds.

For the common landscaping service referred to below the Property is one of TWENTY SIX properties that the Association provides the service to within John Street, Forfar. The Owner is liable for a ONE TWENTY SIXTH share of the common landscaping costs.

### 2. Services

The Association will provide the following core services:-

#### a. Common Landscaping

This will include where appropriate cutting grass areas, weed killing to hard landscaped areas, root treatments, maintenance of all shrubbed areas, removal of grass cuttings and fallen leaves, annual inspection of all trees and a litter pick before every maintenance visit.

For any issue relating to the common landscaping service please contact the Association by calling **0345 177 22**.

The process for notifying owners for non-routine landscaping costs shall be:-

- for any single item of work estimated to cost less than £50 per property we shall proceed without notification.
- for any single item of work estimated to cost between £50 and £250 per property we shall proceed with the work, but issue confirmation to each owner.
- for any single item of work estimated to cost in excess of £250 per property we shall consult with owners first before carrying out the work.

### 3. Financial and Charging Arrangements

#### Management Fee

The Association charges an annual administration fee of £xx for the period 1<sup>st</sup> April xxxx to 31<sup>st</sup> March xxxx. This is payable in advance.

The management fee will be reviewed annually and is normally increased in line with inflation. The Association reserves the right to review the basis of this charge. Any fundamental change will only be implemented after consultation with owners.

This is a flat rate charge that the Association applies for the provision of services detailed in Section 2 above.

#### Repairs, Maintenance and Landscaping Charges

The actual costs of all repairs, maintenance and landscaping costs are recharged to the affected owners in arrears. This ensures that the Owner is charged the share of the actual cost of the works.

#### Invoicing

The Association will endeavour to issue an invoice in July each year which will cover:

- ❖ the Management Fee for the current year.
- ❖ the Owner's share of the cost of any common repairs and maintenance works completed in the previous year to 31<sup>st</sup> March.
- ❖ the Owner's share of the cost of common landscaping works carried out in the previous year to 31<sup>st</sup> March.

The invoice will include a summary of the works undertaken. A file with copies of all invoices for works undertaken will be kept by the Association and is available for inspection. If the Owner wishes to see this file then please contact the Association's Customer Service Team who will make an appointment for this.

The invoice is due for payment within 28 days of issue. The Association may accept payment by instalments but any such arrangement must be agreed within the 28 days of the invoice issue date and may be subject to a charge of interest.

The following methods of payment are currently available:

- ❖ Direct Debit
- ❖ Standing Order
- ❖ Payment by Cheque
- ❖ Payment by Allpay
- ❖ Payment by Debit/Credit Card

### Specific Projects/Cyclical Maintenance

For specific projects and cyclical maintenance work, the Association will contact all affected owners in advance with details of the work and the likely costs in order that agreement of a majority of owners is obtained in advance of commencement of the works.

The Association does not maintain a planned maintenance float or fund for such works.

Any proposal for such works will include proposals for how the works are to be paid for.

### Debt Recovery

The Association has a debt recovery procedure for factoring service debts which is available on request or from the Association's website [www.angusha.org.uk](http://www.angusha.org.uk).

If an affected owner refuses to pay the sum he is due the Association will pursue recovery of the debt.

If an owner is having difficulty in paying their fees, they should seek independent legal advice. The Association also have a Financial Inclusion Team who owners can be referred to for impartial advice.

### Independent Financial/Legal Advice

If you are having difficulties in paying your fees you can seek Independent Advice from the following:-

Citizens Advice Bureau  
Wellgate Centre  
Level 4, Central Library  
Wellgate Shopping Centre  
Dundee  
DD1 1DB  
Tel: 01382 214633  
[www.dundecab.org.uk](http://www.dundecab.org.uk)

Angus Citizens Advice Bureau - Arbroath  
11-17 Millgate  
Arbroath  
DD11 1NN

Tel:01241 870661

[www.anguscab.org.uk](http://www.anguscab.org.uk)

Angus Citizens Advice Bureau – Forfar  
19 Queen Street  
Forfar  
DD8 3AJ  
Tel:01307 467096  
Email :[For-bureau@gnguscab.org.uk](mailto:For-bureau@gnguscab.org.uk)

Angus Citizens Advice Bureau – Montrose  
32 Castle Street  
Montrose  
DD10 8AG  
Tel:01674 673263

Email :-  
[bureau@montrosecab.casonling.org.uk](mailto:bureau@montrosecab.casonling.org.uk)

The Association will inform all affected owners of any debt recovery issues that arise from time to time.

### Change of Ownership

If there is a change in ownership of the Property then the Association will apportion the factoring charges between the Owner and the new owner at the date of sale. In order to do this efficiently the Owner should inform the Association of any change as soon as the date of sale is known and provide details of the new owner to the Association.

#### 4. Communication Arrangements

The Association has a Complaints Policy for dealing with complaints relating to the service provided by the Association.

If a complaint cannot be resolved at the time it is made the complainer will be asked to submit the complaint in writing. There is a separate leaflet available which explains the Association's Complaints Policy and it has a form attached to assist the submission of a written complaint. The leaflet is available from any member of the Association's staff or from the Association's website ([www.angusha.org.uk](http://www.angusha.org.uk)).

On receipt of a complaint the Association will acknowledge it within three working days. The complainer will be notified in writing within twenty working days of receipt of the complaint of the outcome of the enquiry unless further investigation is required. If additional time is needed, an explanation will be given along with an estimated timescale of when the complaint will finally be resolved or answered.

### Homeowner Housing Panel

The Homeowner Housing Panel has been established to investigate and determine complaints by homeowners against their property factor. This is a free and impartial service which the Association will actively encourage the Owner to use if the Owner has a grievance regarding the Association's factoring service and the Association has not been able to resolve it.

#### **The Homeowner Housing Panel**

Anyone who remains dissatisfied at the end of our Complaints process can ask the Housing and Property Chamber (HPC) to investigate the matter.

The HPC provides the possibility for issues between homeowners and the property factors to be impartially resolved.

Applications can be made to the HPC where a homeowner believes that the property factor has failed to comply with their factoring duties or the Property Factors Code of Conduct.

**HPC Contact Details:-**

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

Tel: 0141 302 5900

Fax: 0141 302 5901

Website: [www.housingandpropertychamber.scot](http://www.housingandpropertychamber.scot)

Information about the Homeowner Housing Panel is also available on the Scottish Government website <http://www.scotland.gov.uk>.

**5. Declaration of Interest**

In relation to the services the Association provides to the Owner please note the following:-

- a. The Association may own another property or properties within the block/tenement in which the Property is located; and
- b. The Association may own or have a right in common ownership of the landscaping areas which the Owner of the Property has an obligation to contribute to the maintenance of.

**6. How to End the Arrangement**

If the Owner wishes to terminate the Association's appointment for the provision of the services referred to in this Schedule then the Owner requires to call a meeting of all affected owners to discuss the proposal for the termination of the Association's appointment. If the requisite majority of owners is obtained and the decision is communicated to the Association then the Association's appointment can be terminated. Reference is made to the terms of the Title Conditions (Scotland) Act 2003, the Tenements (Scotland) Act 2004 and the title deeds for the Property regarding the procedures for termination of the Association's appointment. The Association will co-operate with another property factor to assist with a smooth transition process in the circumstances where another property factor is due to or has taken over the management and land owned by Homeowners; including the information that the property factor may share with the new, formally appointed, property factor (subject to data protection legislation) and any other implications for homeowners.

**7. Getting in Contact**

In the event that you need to contact the Association about any other matter related to this Schedule then please contact the Association at:

**Angus Housing Association Ltd**

**93 High Street**

**Arbroath**

**DD11 1DP**

**Tel: 0345 177 22 44 Email: [admin@aha.org.uk](mailto:admin@aha.org.uk)**

**Property Factor Registered Number PF000129**