

## **OCHIL VIEW HOUSING ASSOCIATION LIMITED**

### **FACTORING AGREEMENT OWNER OCCUPIERS**

This is a Factoring Agreement between Ochil View Housing Association Limited ("the Association") and , ("the owner occupier") of , Alloa, Clackmannanshire, ("the property").

This Agreement sets out the Factoring Policy operated by the Association.

The Factoring service is provided for the following purposes:

1. To plan for, arrange and oversee a programme of cyclical planned maintenance of the common parts pertaining to the property.
2. To instruct minor repairs up to the sum of £50 per house without reference to the owner occupiers.
3. To instruct and oversee major repairs when approval has been obtained from the majority of owner occupiers.
4. To ensure that owner occupiers abide by the terms of the Deed of Conditions in their use of the property and to take action where there has been a breach of this.
5. To insure the property at full rebuilding value.
6. To apportion costs for common repairs and render accounts on a half yearly basis covering periods 1st April to 30th September and 1st October to 31st March or at other such intervals as may be agreed between the Association and the owner occupiers and to recover outstanding debts.
7. To provide other such services (eg. ground maintenance) as may be agreed between the Association and the owner occupiers.

### **QUALITY OF SERVICE**

The Association is committed to providing an efficient and effective maintenance service. This service will reflect the requirements of the property and the need of the owner occupiers.

In order to provide a high quality service, the following is undertaken:

#### **Contractors Selection**

The Association maintains an approved list of contractors capable of carrying out the works for which they are engaged. This is available for inspection at the Association's offices. Contractors performance is constantly monitored by the Association's Maintenance staff to ensure that service and quality of work is of a high standard and represents value for money. Their appointment is reviewed/

reviewed annually by the Management Committee to ensure that costs are kept competitive but consistent with a high quality of service and workmanship.

### **Inspections**

The common areas of the property will be inspected on a regular basis in order to determine the condition in relation to the proposed cyclical/planned maintenance programme. The maintenance programme may be updated when inspection reveals a more rapid deterioration or deferred should the fabric/component be wearing better than expected.

With reactive repairs pre-inspections are carried out as required in order to accurately determine the work necessary. Post inspection of works will be carried out regularly or if a complaint is notified.

### **Maintenance**

The Association operates a maintenance programme in line with recommendations published by the Scottish Federation of Housing Associations.

The cycle set for redecoration, servicing, renewal of components, etc are all as recommended as best practice by the relevant Professional and Government bodies and are reviewed in the light of the results of regular inspections.

### **COSTS**

Accounts rendered at six monthly or other intervals as agreed, will comprise the following costs:-

1. Common Repairs
2. Cyclical Maintenance
3. Service Charges eg. Lighting, Ground Maintenance (if applicable)
4. The Association's Annual Management Fee of £155 per flatted dwellinghouse;

Along with accounts rendered will be a schedule detailing repairs carried out during the period.

Accounts from private contractors will be available for inspection at the Association's offices for a period of fourteen days following the issue of accounts.

Accounts will fall due for payment within fourteen days of issue and those not paid within this time may be subject to an additional recovery fee plus any legal fees incurred in recovering the debt.

### **Insurance**

The Association will insure the property for a sum adequate for full replacement value including site clearance charges and professional fees). Cover will include fire and flood and will be provided by a/

a major insurance company at the most competitive costs available for the appropriate level of cover. Owners are required to participate in this insurance scheme.

Owner occupiers should note that cover does not include personal effects, furniture, fittings, etc. and it is their responsibility to ensure that they are adequately covered in this respect by household contents insurance.

## **REPAIRS**

### **Defects Liability in Relation to New or Refurbished Properties**

Defects are problems which arise with the property through materials or workmanship that are not in accordance with the contract under which the common works were carried out within twelve months of practical completion of the works and are the responsibility of the contractor.

Defects are not repairs which arise through accident, negligence, wilful damage or any other external factors which could not reasonably be deemed to be the responsibility of the contractor.

Where defects arise, they should be reported immediately to the Association who will inform the contractor. The contractor will attend to defects at his own expense and within a reasonable timescale consistent with the severity of the problem.

Immediately prior to the expiry of the defects liability period each flat will be inspected by the Association, a Clerk of Works and the Contract Architect to establish whether any other defects exist which will require the contractors attention.

Owner occupiers will be notified in writing of this visit.

### **Common Repairs**

Following the expiry of the defects liability period, common repairs should be reported to the office as early as possible. A record will be kept of the date and the name of the person reporting the repair.

Repairs will be carried out by the Association's approved contractors.

Repairs costing less than £50 per house will be instructed without reference to the owner occupiers.

Repairs costing over £50.00 per house will be subject to the Association obtaining three competitive quotations. The owner occupiers will then be notified in writing of the nature of the work, the total costs etc and a meeting of the Association and the owner occupiers will be held to determine the quotations and obtain authority for the works to proceed.

Each /

Each owner occupier will be bound to pay their share of the costs of any such repairs exceeding £50.00 (including the Association's management costs of obtaining quotations etc) prior to such repairs being instructed.

Failure to advise the Association of their wish to do so will deem the owner occupiers to be in agreement to the Association to instruct the works to proceed.

Right of Access: The Association, its authorised representatives and contractors will have right of access to the whole property including individual houses where this is required for inspection; or to effect a repair to common parts or services; or to prevent damage to the property.

Except in emergencies, three days notice will normally be given.

### **Emergencies**

Emergencies shall be defined as circumstances or situations which are considered dangerous or serious detrimental to the safety of the property or persons.

Such repairs will be instructed outwith normal procedures and without recourse to the owner occupiers.

In the case of an emergency, owner occupiers are required to permit immediate access to their property.

Emergency repairs which arise within office hours should be reported immediately to the Association. Those arising outwith office hours should be notified to the Associations approved contractors contained in Appendix 1. This list of contractors may be amended from time to time and any amendments will be notified to owners.

All emergency works will be charged to owner occupiers through the periodic factoring accounts.

### **Apportionment of Repairs Costs**

Repairs costs will be apportioned according to the share shown in the Deed of Conditions.

### **Cyclical Maintenance**

Cyclical Maintenance provides for the regular maintenance of the fabric of the building, eg. painting of close doors, external faces of window frames, cleaning of guttering, drainage inspection.

### **COMMON AREAS**

Under the terms of the Deed of Conditions of the property it is each owner occupiers responsibility to maintain the common areas, eg. close, stairs, landing, backcourts, gardens, grounds, etc. unless there is an agreement for these services to be provided on the behalf of the owners by the Association.

In the absence of such an agreement, if an owner occupier fails to discharge their responsibility to maintain the common areas, the Association will be entitled to arrange for the necessary work to be carried out and levy a charge on the owner occupiers.

### **Services**

Owner occupiers may request that the Association arranges to have services carried out.

The Association will obtain competitive quotations where possible and submit these to the owner occupiers for approval.

The consent of the majority of owner occupiers is required before new services can be implemented.

Certain services, eg. stair lighting, landlord supplies, cannot be subject to competitive quotations and these will therefore be charged at cost to the owner occupiers.

### **TERMINATING THE FACTORING AGREEMENT**

The Association will retain the right to provide factoring services until such times as all adjoining houses and/or shops properties are in private ownership.

The Association retains the right to transfer their rights and obligations under this Factoring Agreement to a third party to act as Factor, should the Association, in its sole discretion, deem it appropriate.

### **DISPUTES**

#### **Neighbour Disputes**

Owner occupiers are expected to conduct themselves in a manner which does not cause annoyance or nuisance to their neighbours and in accordance with statute and local bye laws.

Any breaches of statute or conditions laid down in the Deed of Conditions should be referred to Ochil View Housing Association Limited for advice or intervention as required. This will not, however, prejudice the right of any owner occupier to take such legal action as they see fit.

#### **Disputes with the Association**

Complaints or disputes regarding repairs or maintenance works should be referred in the first instance to the Housing Manager.

Disputes which are not satisfactorily resolved by the person above may be referred to the Director.

Failing a satisfactory resolution of the dispute at this stage, it may be referred to the Management Committee of the Association.

If their decision fails to resolve the dispute, independent arbitration by the Sheriff of Tayside Central/

Central and Fife at Alloa or the Housing Association Ombudsman in Edinburgh may be sought by the owner occupiers. In this case, both the Association and the owner occupiers will be bound by their findings.

SUBSCRIBED for and on behalf of the said .....

OCHIL VIEW HOUSING ASSOCIATION LIMITED

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at  
on the  
day of Two Thousand and Two. ....

SUBSCRIBED by the said Maik Hergert .....

at  
on the  
day of Two Thousand and Two  
before this witness:- .....

Signature .....

Full Name .....

Address .....

.....

Occupation .....

APPENDIX 1  
referred to in the foregoing Factoring Agreement

Clackmannanshire Council - Telephone Number 01259 450000

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THIS DOCUMENT IS INTENDED TO BE READ IN CONJUNCTION WITH THE  
DEED OF CONDITIONS APPLICABLE TO THE PROPERTY AND AS A GUIDE  
TO THE OPERATION OF THE FACTORING POLICY.