



## Written Statement of Services



Version 1.0 | December 2019





Our core values are **Open**: **Transparent**: **Responsive**: **Trustworthy**

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## Registered Factor No. PF000367

Ochil View is a registered Property Factor under the Property Factors (Scotland) Act 2011.

The Association is a member of Happy to Translate, and we will provide professional language and communication support to service users whose first language is not English, at no charge.

Ochil View Housing Association Ltd is based in Alloa in Clackmannanshire and provides new homes for rent throughout Clackmannanshire and West Fife.

We are committed to providing a wide range of quality services to those who require them and are committed to continuous improvement in everything we do.

We are a non-profit making Scottish Charity (No. SCO33130) governed by a voluntary Management Committee. We are regulated by the Scottish Housing Regulator.

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## 1. Introduction

- 1.1. We aim to provide a comprehensive and responsive property management service to home owners and sharing owners. We aim to ensure that areas of common responsibility are well maintained for the benefit of all owners.
- 1.2. This 'Written Statement of Services' describes the service levels and arrangements between Ochil View Housing Association Ltd and home owners in its managed developments.
- 1.3. This statement has been produced in line with our requirements under the Property Factors (Scotland) Act 2011.

## 2. Authority to Act

- 2.1. Ochil View Housing Association Ltd was appointed to manage the common areas of your development. Details of our appointment as factor and our appointment date is recorded in Section 2 of your Development Schedule.
- 2.2. Our authority to act includes:
  - Routine maintenance;
  - Planned maintenance;
  - Emergency repairs;
  - Block Insurance;
  - Utility bills (where applicable).
- 2.3. For routine repairs, the timescales are detailed in Section 4.3. The decision to instruct any routine repairs will be made by Ochil View Housing Association Ltd up to the value described in Section 4 of your Development Schedule. Any routine repairs likely to exceed this cost will require the approval of the majority of owners. The value stated may be specified in the Deed of Conditions.
- 2.4. For emergency repairs Ochil View Housing Association Ltd will determine if the work is indeed an emergency and if so, will instruct works regardless of value. Once costs are known all affected owners will be notified.
- 2.5. Ochil View Housing Association Ltd will only use approved and authorised contractors for any repair work. Multiple quotations will be obtained where necessary and relative to the work content. Ochil View Housing Association Ltd will always strive to achieve the best possible value for its services.

## 3. Services We Provide

- 3.1. Ochil View Housing Association provides a range of services for the common areas of its developments. In general common areas include all areas under shared ownership.
- 3.2. Core Services we provide are:
  - Arrangement and periodic renewal of a Block Common Policy of Buildings Insurance. See Section 8 for more information about Insurance
  - Administration of services, convening owner's meetings, invoicing of costs incurred.
  - Arranging repairs where the need for repair arises through an Insured Peril.

Specific details on services provided are contained in Section 4 of your Development Schedule. The provision of these Core Services is covered through our Management Fee (Section 5.2.1).

- 3.3. Private areas belonging to individual homeowners are not included in our services. It is a homeowner's responsibility to ensure these areas are maintained in good order.

#### 4. Maintenance

- 4.1. Requests for repairs can be made in any of the following ways:
- 4.1.1. By telephone to our main office number as stated at the beginning of this document;
  - 4.1.2. By post to our main office address as stated at the beginning of this document;
  - 4.1.3. By email to [customerservices@ochilviewha.co.uk](mailto:customerservices@ochilviewha.co.uk)
  - 4.1.4. Via our website at [www.ochilviewha.co.uk](http://www.ochilviewha.co.uk)
  - 4.1.5. By reporting to any member of staff during any routine visits to your development.
- 4.2. Emergency repairs should be reported immediately by telephone to our main office number. If the emergency is out with normal office opening hours you should contact our main office number whereby instructions are given for our out of hour's contractors. Routine repairs can be reported by any of the means noted above in 4.1.1 to 4.1.5.
- 4.3. Our timescales for completing repairs are:
- 4.3.1. Emergency – Made safe/complete within 2 hours;
  - 4.3.2. Urgent – Complete within 24 hours;
  - 4.3.3. Routine – Complete within 5 working days.
- 4.4. Planned/major works are defined as any work exceeding our normal authority to act. For works of this nature these will be discussed with the individual homeowners to establish the level of interest to proceed. If proceeding, timescales will be agreed with individual homeowners.
- 4.5. Inspections - The Association will undertake a routine inspection of your development three times annually. The programme for these inspections is detailed in Section 4 of your Development Schedule. We may carry out further inspections as required, depending on the nature of any ongoing problems/works.

#### 5. Financial and Charging Arrangements

##### 5.1. Factoring Service Deposit

- 5.1.1. Each owner whose property is managed and maintained by the Associations Factoring Service must pay £100 at the beginning of their ownership. This will be refunded at the sale of the property or termination of the Association's Factoring Service, net of any factoring charges outstanding at that time.

##### 5.2. Management Fee

- 5.2.1. An annual Factoring Management Fee applies to each homeowner as detailed in Section 5 of your Development Schedule. This fee currently includes Buildings Insurance premiums as detailed in Section 6 of your Development Schedule. It also covers the Core Services we provide (Section 3.2).
- 5.2.2. The Association's Management Fee is charged at a flat rate to all owners where their property receives factoring services. For sharing owners this is referred to as an 'Occupancy Charge'.
- 5.2.3. Our Management Fee is reviewed annually by the Association, and will reflect any increases in our costs, inflation, changes in service provision and insurance premiums.
- 5.2.4. Notification of any changes to the Management Fee will be made to Homeowners in writing, including details of the change and the reasons why.
- 5.3. Cost Apportionment**
- 5.3.1. Costs will be apportioned as per the Deed of Conditions. If there is no provision in the deed of conditions then apportionments will be determined through reference to the Tenement Management Scheme in Schedule 1 of the Tenement (Scotland) Act 2004.
- 5.4. Renewals Fund**
- 5.4.1. The Association will levy a charge on all owners who receive a Factoring Service to accrue a fund which will be used to cover the costs of major repairs, improvements, planned and cyclical maintenance.
- 5.4.2. Our charge is set at £120 per annum and will be reviewed annually in line with inflation.
- 5.4.3. Sums paid into this fund will not be used to meet the costs of reactive maintenance.
- 5.4.4. Work of planned or cyclical maintenance, major repair or improvement will not commence until sufficient funds have accrued within the fund to meet the anticipated costs, including the Association's administration costs.
- 5.4.5. Annual statements of each owner's contribution to the fund will be provided on request.
- 5.4.6. Any sums paid will be kept separate from Ochil View Housing Association Ltd.'s operating accounts. Any interest accrued is retained directly in the account.
- 5.4.7. Payments into the fund will not be repaid to the owner at change of owner or termination of the Association's Factoring Service. Any surplus of funds over incurred expenditure on contracts will be retained within the fund in anticipation of future expenditure. Where another factor assumes responsibility from the Association for the provision of a Factoring Service, the value of the fund will be transferred to the new Factor.
- 5.4.8. You are not required to make payments into the Association's renewals fund however we strongly recommend you do so. If you do not pay into the fund and the building falls into disrepair the Association may be

unable to carry out any repairs out-with our delegated authority levels until agreement is reached with all owners.

## 5.5. Invoicing

5.5.1. Ochil View Housing Association Ltd produces invoices on a 6-monthly basis. These will be issued in April (covering the period October to March) and October (covering the period to September to March).

5.5.2. All costs, including management fees and insurance are billed 6-monthly in arrears.

5.5.3. Invoices will be fully itemised and will include the following:

- Date;
- Description of charges/work;
- Total Amount;
- Homeowners share (%);
- Administration Charge;
- VAT.

5.5.4. Payments are due within 28 days of date of invoice.

5.5.5. Ochil View Housing Association Ltd. accepts the following payment methods:

- Debit or credit card;
- Paypoint
- Allpay
- On-line;
- By telephone – Contact our main office on 01259 722899;
- Cheque;
- Cash (by visiting our Main Office).

5.5.6. For any invoices being disputed, the items concerned should be raised with Ochil View Housing Association Ltd. within 14 days of receipt of the invoice.

5.5.7. Where accounts sent to homeowners remain unpaid we will follow the Associations Debt Recovery Procedure for owners, as summarised below:

- Send a reminder letter not less than 28 days after the account was due for payment;
- Follow-up with a further reminder within 14 days;
- Issue a final reminder after another 14 days;
- Refer accounts that remain unpaid after 56 days to our Debt Collection Agents.

In addition, we will also agree payment by instalments, where this would be affordable for the owner;

5.5.8. We may take legal action to secure payment. Where successful, the owner will bear legal costs and penalty interest as awarded by the Court.

We do not make additional charges or interest charges for late payment except where such additional charges are awarded by a Court Decree.  
5.5.9. We will not take legal action to recover an outstanding debt while the matter is the subject of a formal complaint made by the owner.

## 6. Communication Arrangements

- 6.1. For general enquiries we advise homeowners to use email however we will accept and act upon all enquiries whether email, letter, telephone or in person.
- 6.2. Email enquiries should be sent to our dedicated email address – [factoring@ochilviewha.co.uk](mailto:factoring@ochilviewha.co.uk)
- 6.3. It is important that homeowners keep us updated of any change to their personal information including contact details. If you do not live at the property you own (for example you let it out) you must provide us with your address to assist with billing or other communications.
- 6.4. It is also useful for us to hold your mobile number so we can contact you in an emergency. We can also send information by text message.

## 7. Complaints

- 7.1. The Association has a Complaint Handling Procedure. This is available on our website or you can contact our office and they can send a copy to you directly.
- 7.2. Our process has 2 Stages as explained below:
- 7.3. Stage 1
  - 7.3.1. This is for straightforward complaints that require little investigation, are not of a serious nature and can be quickly resolved. Our timescale to respond to these is 5 working days.
- 7.4. Stage 2
  - 7.4.1. This is for more complex complaints that require substantial investigation or detailed further information to be obtained. Our timescale to resolve these is 20 working days.
- 7.5. You may raise a complaint or expression of dissatisfaction through any of our communication methods. If you are not satisfied with decisions that we make you can, after you have used our Complaints Procedure, ask for the matter to be considered by the Housing and Property Chamber.

Scottish Courts and Tribunal Service

4th Floor

1 Atlantic Quay

45 Robertson Street

GLASGOW

G2 8JB

Telephone: 0141 302 5900



Email: [HPCadmin@scotcourtsribunals.gov.uk](mailto:HPCadmin@scotcourtsribunals.gov.uk)

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

## 8. Insurance

- 8.1. Ochil View Housing Association Ltd. provides buildings insurance for all homeowners. We do not provide home contents insurance and we recommend that all homeowners arrange this cover.
- 8.2. Copies of the insurance certificates and claims handling procedures are available on request.
- 8.3. Details of specific insurance charges are detailed in Section 6 of your Development Schedule.
- 8.4. The total cost of our insurance is apportioned equally over each property insured. The sum insured is increased each year on the basis of advice from our insurance broker. We do not have properties periodically revalued for insurance purposes.
- 8.5. We will make a reasonable administration change for the provision of a paper copy.
- 8.6. If you need to make a claim related to the Building Insurance then please contact us in the first instance.

## 9. Declaration of Interest

- 9.1. The Association receives no fee or commission in respect of insurance policies or maintenance contracts. Our arrangements for procuring services are set out in our Corporate Procurement Policy and aim to achieve best value for our customers.

## 10. Data Protection

- 10.1. Ochil View is registered with the Information Commissioner and is subject to the Data Protection Act 1998. We will use the information you give us about you only in connection with our factoring service. We will process this information only in accordance with the Act. We will not pass any information about you to any other party without your permission, unless this disclosure is required by law.

## 11. How to End the Factoring Service

- 11.1. You may not opt out of the Association's Factoring Service while you are a Sharing Owner. If you buy your home outright, you may opt out and make your own arrangements for insurance of your home.

## 12. What to do when you sell your home.

- 12.1. If you sell your home you are requested to advise the new owner of the responsibilities of home ownership and that the property has in place a Factoring Service provided by Ochil View Housing Association Ltd. You may wish to provide the new owner with a copy of this Statement of Service

however the Association has an obligation to provide this to any new owner within a 4 week period.

12.2. Please ensure that your solicitor notifies us of the date of sale, the new owner's full name and address and their solicitor's details. We will assess the charges due from you up to the date of sale and send an invoice to you.

12.3. Ochil View Housing Association Ltd. will charge a flat rate of £25 to cover the internal administration requirements involved in the sales process. This charge will appear on the seller's final invoice.

### 13. Factoring Documents

13.1. We have a number of other documents that are relevant to this Statement of Service. These include our:

- Property Factoring Policy
- Complaints Procedure
- Estate Management Policy
- Reactive Maintenance Policy
- Planned Maintenance Policy
- Corporate Procurement Policy
- Privacy Policy and Access to Information Policy

These documents are published on our website, and paper copies are available on request. They are available in alternative formats on request.

13.2. In addition to our Written Statement of Service and the Development Schedule you may also have a Factoring Agreement. This will only apply to certain developments where we act as Factor as there is insufficient information contained in the Title Deeds.

### 14. Version Control

14.1. First release – December 2019.