



WRITTEN STATEMENT OF SERVICES

Subjects covered by this Written Statement ALL PROPERTIES WITHIN LINNVALE ESTATE, CLYDEBANK

These are the terms and conditions for the provision of a factoring service to owner occupiers by Clydebank Housing Association Limited.

We are a Housing Association registered under the Co-operative and Community Benefit Societies Act 2014 (No. 2191 R(S)), a registered Scottish Charity (No. SCO033962), registered with the Scottish Housing Regulator (HAL86) and also registered with the Information Commissioner's Office (No. Z6043444).

Our registered office is at 77-83 Kilbowie Road, Clydebank. We are referred to as "the Association" in this document.

Authority to Act

The Association is the Property Factor, Registered No. PF000231, acting for and on behalf of all dwellinghouse owners within the estate which your property forms part. The Association was appointed to act as Property Factor by the majority of owners, following a postal vote in January 2020.

1 Services Provided

1.1 Core Services

The Association will provide the core services set out in Part 1 of the Schedule annexed.

1.2 Delegated Authority

The Association has the delegated authority of the owners within the estate to instruct and have carried out repairs and maintenance to the common parts of the estate being factored provided that the anticipated share of the cost due by any owner will not exceed £250 or such other sum as may be agreed with a majority of owners of the estate. If the anticipated share of the cost of any such work exceeds £250 it shall be instructed and carried out only when the work has been approved by a majority of the owners of the estate or in accordance with the provisions of your title deeds. The Association may also instruct works at a cost exceeding £250 per owner if the works are required in an emergency or it considers the expense to be justifiable on grounds of health or safety and in these circumstances the Association shall recover the costs of that work in terms of Schedule 2 of this Agreement.

The Association will provide homeowners with updates regarding progress of common repair works, including estimated timescales for completion, where the cost threshold for the works exceeds our delegated authority.

1.3 Additional Services

1.3.1 Works Outwith Core Services

The Association may provide services outwith the core services set out in Part 1 of the Schedule if it is authorised by the owner occupiers within the estate to do so all in accordance with the provisions of your title deeds or the Title Conditions Act 2003 where appropriate. The cost of additional services will be confirmed to all of the owners within the estate prior to the services being provided and the costs shall be apportioned in accordance with Part 2 of the Schedule of this Agreement. The Association may include reasonable conditions in respect of payment for the provision of such additional services.

1.3.2 Major Works

The Association may provide major works services including replacement and improvement (i.e., works not set out in Part 1 of the Schedule) if it is authorised by the owner occupiers within the estate to do so all in accordance with the provisions of your title deeds or the Title Conditions Act 2003 where appropriate.

Where the Association has been instructed to provide additional services, they will, prior to commencement of the works, provide all homeowners with an anticipated start date and timescales for completion. In the event that a significant

delay in completion of the works is anticipated, the Association will advise the owners accordingly.

2 Financial and Charging Arrangements

2.1 Management Fee

The Association will charge a management fee, which represents 15% of your invoice total (minimum charge of £3 and maximum charge of £35), for carrying out its function of providing the core services including those services listed within this clause. This fee will be reviewed on an annual basis and you will be advised of any increase no later than 28th February with the increase taking effect from 1st April.

The Management Fee is the charge for managing the estate of which your property forms part. This includes:

- Arranging maintenance and repair of the estate common parts (including inspections)
- Liaising with contractors and tendering for the appropriate service and price, aiming to achieve value for money
- Administrative costs in sending invoices, letters and newsletters
- Providing credit control to ensure that everyone is invoiced for their respective share of costs
- Working together with solicitors to recover outstanding debts on behalf of the owners within the estate
- Dealing with owners' queries
- Maintaining secure data on behalf of the owners in compliance with GDPR regulations

The Association does not seek to make a profit through its factoring service, only recover its costs in providing the service.

2.2 Allocation of Costs for Core Services and Additional Services

You are responsible along with the other owners in the estate for a share of the maintenance and repairs carried out in relation to the estate. Your share will be charged in accordance with your title deeds or the Title Conditions Act 2003 where appropriate.

Each owner within the estate is responsible for a share of the cost of maintaining the common parts of the estate in equal shares. Part 2 of the Schedule details the share of the common charges payable by each owner in the estate.

If the Association agrees to undertake additional works/services or carry out work which exceeds its delegated authority it will seek the authorisation of the owners in line with the title deeds. The Association will provide the owners with details of the anticipated costs of the works and may, at their discretion, only carry out works when they have been paid in advance by all of the owners for the full amount of

the estimated costs. Any reconciliation of costs during or following completion of the works shall be made by the Association and notified in writing to the owners. Any money due to or by the Association following such reconciliation shall be paid in full by the relevant party or parties within 28 days of the said notification.

2.3 Invoicing

The Association will provide you with an invoice twice per year (in June and December). If you have provided your email address, the invoice will be issued to you by email. If no email address is held, the invoice will be issued by post. Your invoice will detail what you have been charged for and will be included with an account summary showing the balance due.

2.4 Payment

You will have a period of 28 days from when you receive the invoice in which to make payment. If the invoice is not paid on time and in full, the Association will have no option but to follow the steps set out in its Factoring Debt Recovery Procedure which is available on our website or by request from its office.

You can pay your invoice by the following methods: -

- Allpay card at any Pay Point outlet
- Allpay card by telephone or online
- Debit card/credit card by telephone or in person at the office
- Bank transfer
- Direct Debit
- Standing Order
- Cheque

2.5 Change of Ownership

Each owner shall notify the Association as soon as possible of their intention to sell their property. Each owner must notify their solicitor of the Association's role as Factor for the estate so that formal legal notification of the change of ownership can be issued to the Association. On receipt of notification of such sale, the Association will arrange to apportion the charges and sums due by the owner for the period to the date of sale. An End of Occupancy Administration Fee of £15 will be charged to any owner selling a property within the estate, for providing the required information to the solicitor acting on behalf of the owner, for the apportionment of common charges and for updating our register of owners. This charge will be included on the final factors invoice.

3 Private Letting

If an owner privately lets their property, be it a residential property or a commercial one, the Association will pursue the owner for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant. A lease will regulate the agreement between the owner of the property and their tenant. Any sums

due in relation to common repairs and factoring are payable by the owner of the property and any enforcement action will be taken against them.

4 Communication and Complaints

It is important to the Association that owners are satisfied with the factoring service that it provides. We actively encourage feedback from owners.

If you raise a telephone query, a member of staff will get back to you within one working day. If you raise a query by email or letter we will get back to you within 5 working days.

If you wish to make a complaint by email, this should be sent to info@clydebank-ha.org.uk. All other email queries in relation to the factoring service should be sent to FactoringGroup@clydebank-ha.org.uk.

If you have a complaint in relation to either the service which you have received or a specific matter, the Association has a Factoring Complaints Handling Procedure which you should refer to. Complaints can be made verbally or in writing (letter or email). The Factoring Complaints Handling Procedure is available upon request from the Association's offices or on our website at www.clydebank-ha.org.uk.

5 Declaration of Interest

The Association confirms that it owns properties within the estate which is factored.

6 How to End the Factoring Arrangement

The appointment of the Association as factor may be terminated on the instructions of a majority of the owners in the estate, in accordance with the provisions of your title deeds (or in accordance with the provisions of the Title Conditions Act 2003) or by the Association, in each case upon giving not less than three months' prior notice in writing.

For the purpose of instructing the Association on factoring matters, each owner in the estate shall have one vote for each property owned by him/her and which is occupied by him/her or is separately occupied by his/her tenant or is unoccupied. If the title deeds for the development allocate votes on the matter of factoring / maintenance / repairs in a different manner, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring. Where a property is owned by more than one person and the owners cannot agree, that vote is disregarded. Where the ownership of the property is shared between the Association and the owner the Association shall be entitled to cast the vote relating to that property.

Where the owners have formally appointed a new factor of the estate the Association will, on receipt of a letter of authority from a majority of the homeowners, provide the incoming factor with all such relevant information relating to the management of the estate as the owners shall authorise.

The Association will render final invoices (taking account of any deposit held) to all owners no later than three months after the date of termination.

7 Reporting Common Repairs

As factors, the Association aims to set and maintain a high standard of maintenance and repairs. Repairs procedures have been developed to ensure that repairs have been carried out to a good standard, in as cost-effective manner as possible and within a timescale which causes the minimum inconvenience and nuisance to residents as is reasonable in the circumstances.

Each owner will assist the Association by reporting any repairs to the Association. Repairs can be reported in the following way: -

- Calling into our office (our current office opening times are Monday-Thursday 9.00 a.m. to 5.00 p.m. and Friday 9.00 a.m. to 4.00 p.m.). Any variation to office opening times will be communication via the Chit Chat newsletter and will be published on our website.
- Phoning us on 0141-941 1044. If the office is closed a message can be left on the answering machine. If the common repair is an emergency, the answering machine will provide the contractor's emergency numbers that can be contacted. Details are also published in our Chit Chat newsletter and on our website at www.clydebank-ha.org.uk
- Writing to us at – Clydebank Housing Association Ltd, 77-83 Kilbowie Road, Clydebank, G81 1BL
- By emailing us at – maintenance@clydebank-ha.org.uk
- By using the Report a Repair Tool on our website – www.clydebank-ha.org.uk

Any future additions or changes to the way common repairs can be reported will be notified to owners via our Chit Chat newsletter.

When you report a repair, please give us as much information as possible and advise if you want to be visited by a member of the Maintenance Section to demonstrate where the necessary repair is located.

If the repair is straightforward, the Association will pass the information directly to one of the Association's approved contractors and they will carry out the works. If the repair is less straightforward the Association will send a member of staff to visit the estate and assess the repair.

The target completion timescales for common repairs are as follows: -

- **Emergency** – to be made safe within 4 hours
- **Urgent** – to be carried out within 3 working days
- **Routine** – to be carried out within 10 working days

These timescales may sometimes require to be extended if, for example, a contractor has to order parts/materials in order to complete the works or if owners are required to vote on proposed works due to the cost exceeding the delegated authority amount.

What are Emergency Repairs?

This category includes any repair which is required to avoid serious damage to property or risk to health & safety e.g.,

- Water burst
- Dangerous masonry, loose slates, chimney heads etc.

These repairs should be made safe and where possible completed (temporarily if necessary) within 4 hours.

What are Urgent Repairs?

This category includes repairs which are not emergencies, but which can cause inconvenience or discomfort e.g.,

- Close door entry repairs
- Water ingress
- Dark common/close lights

These repairs should be dealt with within 3 working days.

What are Routine Repairs?

This category includes those repairs which do not fall into the emergency or urgent categories. These repairs should be completed within 10 working days.

If you are concerned about how long a repair is taking, or if a repair is not carried out to your satisfaction, please contact the Factoring Team at the Association's offices.

8 Public Liability Insurance

The Association will arrange for public liability insurance in respect of common parts of the estate.

9 Property Factors Register

Please note that the Property Factors (Scotland) Act 2011 requires that the Association provides information to the Scottish Government on the properties to which they provide factoring services. This will result in certain information being published and available to the public. By appointing the Association, on these terms and conditions, you are agreeing to this publication.

10 Compliance

Under Section 14(5) of the Property Factors (Scotland) Act 2011, the Association must ensure compliance with the Factors Code of Conduct published on 1 October 2012, a copy of which can be found on the Scottish Government Website.

Any decisions by the First-tier Housing Tribunal in relation to the Association's compliance with the Code of Conduct and/or its duties under Section 17(5) of the Property Factors (Scotland) Act 2011 are publicly available and published on the First-Tier Tribunal for Scotland (Housing and Property Chamber) website.

11 General Data Protection Regulation (GDPR)

Clydebank Housing Association is subject to the rules set out in the General Data Protection Regulation (GDPR). To allow us to deliver our services to you, we will need to process your personal data (which may be held on paper, electronically, or otherwise) and we recognise the need to treat it in an appropriate and lawful manner.

Schedule Part 5 is our Fair Processing Notice and explains what information we collect, when we collect it and how we use it.

SCHEDULE PART 1
SERVICES TO BE PROVIDED BY THE ASSOCIATION

The Association will: -

- 1) Take appropriate action to deal with any repairs, reported to us, affecting a common or shared area.

Examples of common areas are, but not limited to:

- Grassed areas and flower/shrub beds
 - Paths, roads and parking areas
 - Boundary walls and fencing
 - Play areas and equipment
 - Unadopted lighting
- 2) Instruct repairs via its approved contractors list in accordance with maintenance policies and procedures to maintain, repair, decorate, arrange lighting and cleansing and renewing, reinstating and rebuilding of the common parts of the estate and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding.
 - 3) Assign works to contractors in line with our Procurement Policy, with contractors being identified from our approved list of contractors, via frameworks or formal procurement through Public Contract Scotland, to complete the repairs and other work satisfactorily and at a reasonable cost to inspect, maintain in good working order, repair, overhaul, replace, renew and operate the plant and equipment used in common by the owners of the estate, including the cost of provision for renewal and replacement of the same.
 - 4) Obtain estimates from at least two contractors for the same job if the any owner's share of the cost of works is likely to exceed £250, where we consider it to be in the interests of the owners and advise the owners as appropriate.
 - 5) Provide such security equipment and apparatus for the estate as the Association shall think fit and proper to employ and/or use and in the provision, maintenance, replacement and renewal of such security equipment from time to time.
 - 6) Investigate any complaints of unsatisfactory work and where considered necessary by the Association and, if so instructed by a majority of the owners, arrange for a professional report on the completed repair subject to any fees for same being chargeable to the owners.

- 7) Aim to inspect no less than 10% of all works instructed by the Association to ensure that the work has been carried out as instructed.
- 8) Check all invoices submitted by contractors to ensure charges are accurate and at agreed rates.
- 9) If requested, arrange to make available for inspection, copies or originals of all tradesmen's invoices for up to fourteen days from owner's receipt of factor's bill.
- 10) Through our open space maintenance contract, carry out inspections of trees within the common areas of the estate to determine their health and likelihood to cause damage to infrastructure. Any required works will be recorded on a register and will be scheduled and carried out based on priority.

SCHEDULE PART 2
ALLOCATION OF COSTS OF COMMON REPAIRS

Estate Repairs/Maintenance

All owners within the Estate each pay a 0.14% share.



March 2018

Fair Processing Notice

for Clydebank Housing Association Ltd
Owners

How we use your information

Clydebank Housing Association is known as "Controller" of the personal data provided to us and is required to make sure all personal information is handled and kept carefully in line with General Data Protection Regulations (GDPR).

The information we collect from you will primarily be basic personal and contact details required to carry out our major functions as a social housing provider, however there are occasions where we are required to collect data of a more sensitive nature and this will be treated with the appropriate level of confidentiality.

We may collect the following personal information about you:

- Personal details: name, addresses, date of birth
- Contact details: home phone number, mobile phone number, and email address
- Further details: gender, unacceptable behaviour warning
- Tenancy details: start and end dates, under/over payments
- Payment details: bank account details, 3rd party payment details
- Repairs: repairs requested, access details, repair completion dates
- Pseudonymous data: CHA customer account numbers, rent/factors card reference numbers

We may also record factual information whenever you contact us or use our services, as well as information about other action we take, so we have a record of what happened.

We need to know your personal data to provide you with the housing services you have engaged with to us to provide, and to communicate effectively with all data subjects as required by the Scottish Housing Regulator.

We will not collect any personal data from you that we do not need.

We need your personal information to allow us to be able to:

- Meeting our legal obligations including information we have to provide to regulators and statutory authorities
- Adhering to statutory regulation and providing yearly returns and statistics
- Reply to enquiries and contact all customers when requires
- Provide an efficient maintenance service ensuring our properties and repairs are of an appropriate standard
- Issue invoices and follow up contact where required
- Deliver a value for money factoring facility for owners
- Ensure we have enough resources to carry out all functions
- Managing payments from you or your account and for accounting purposes
- Prevention and detection of crime
- Perform or assist in debt recovery or court actions
- Facilitate any necessary legal proceedings
- Issue satisfaction surveys, newsletters and service information

Sharing your information

All personal data we process is processed by our staff in the UK. We sometimes need to share personal information with other organisations, however where this is necessary, we are required to comply with all aspects of the GDPR. Even when this is required, we only share data within the European Union (EU). We do not give anyone else access to your information in return for payment, for their marketing or commercial purposes.

Clydebank Housing Association may enter into partnerships with other organisations such as local authorities and the police. For example, we may join a partnership to help prevent and control anti-social behaviour. We will enter into a formal data sharing agreement to govern the process and ensure it is lawful. That agreement will be approved by our Data Protection Officer before it is implemented.

The types of organisations we may share with in these instances are the following:

- West Dunbartonshire Council
- Other landlords
- Solicitors
- Trustees
- Sheriff Officers

We are also required to share information with statutory bodies governing finance and housing industries, for auditing and inspection purposes. However this will be restricted to the actual information required from the association and will mainly be viewed within the association, with strict permission set on our electronic file system to ensure use is controlled. We will also encrypt and limit the content of any files that do have to be sent either electronically or otherwise.

We will share specific and relevant information with law enforcement, government or public bodies and statutory agencies where we are legally required to do so in order to aid:

- The prevention or detection of crime and fraud
- The apprehension or prosecution of offenders
- The assessment or collection of tax or duty owed to customs and excise
- Sharing in connection with legal proceedings
- Sharing in relation to the physical or mental health of an individual, where disclosure is required to protect them or others from serious harm
- Research and statistical purposes

Clydebank Housing Association remains responsible for the fair and lawful processing of all personal data shared with suppliers. Unless we have requested your specific consent, we only share information with other external organisations or agencies that we have a signed agreement to do so with ensuring as data processor, all data they manage remains compliant to GDPR.

Contractors and Suppliers

We may share your personal information with our suppliers who provide a service to you, or who provide services on our behalf. The data shared is the specific information the supplier requires to carry out their

task, as well as any information that ensure we fulfil our health and safety obligations to the people carrying out the task. We may share this information with the following organisations:

- Maintenance Contractors and suppliers
- Printing and mail distribution
- Customer surveys
- Insurers
- Banks
- Payment card, direct debit and billing solutions
- Document storage and archive scanning

Third party access

Any third party who Clydebank Housing Association gives access to our electronic files is therefore called a Data Processor because they are processing data on behalf of the Association. Although the Data Controller and Data Processor are two separate entities, we are required to ensure all third party access is given in compliance with all GDPR principles, and to this affect will have a third party access agreement in place.

The following organisations may be given controlled access to our electronic network for reasons of security, maintenance, or any specific purposes outlined in their third party agreement:

- IT Maintenance/support contractors
- Specialist housing software providers
- User and file system auditing software provider

Power of Attorney

If you wish anyone to deal with your affairs on your behalf please find specific consent form for this on our website or request this from the office. This allows you to request a named person permission to discuss specific or all of your personal data with the Association as required.

We will not share your personal information with anyone who claims to represent you unless we are satisfied that you have appointed them or they act in some recognised official capacity.

There may be a delay to us dealing with requests whilst we confirm the caller's identity, or check that we have your approval to deal with them.

Violent or Abusive Behaviour

If you are violent or abusive to Clydebank Housing Association staff, customers or other residents, we may decide to place a "warning marker" on your customer record in order to protect Clydebank Housing Association colleagues.

If we do this, we will write and tell you why and you will have the right to appeal against our decision. We will share this information with our partners, for example our contractors or the Fire & Rescue Service in order to protect their colleagues too.

How we store your personal information

We are committed to holding your personal information securely. This means only those of our colleagues and contractors that need to see it have access.

Unless you pay our bills using direct debit we will not usually retain your payment details. Whoever pays your bills will have to give us the payment card details each time they make a payment.

If we store your personal information and can do so solely on computers we will, however there will be cases where we have paper copies instead, or in addition to this. All computers are kept in secure location and are password protected, with unusual and unauthorised access monitored by specialist auditing software and our electronic files kept on shared network accessed by our computers are controlled by strict access permissions so data is only available to those who need to use it. Paper files containing personal or sensitive information will be kept in locked drawers, cabinets or rooms.

Our computer systems are located in our offices in Clydebank but we occasionally may use computers (including laptops and tablets) offsite, however they will at all times remain secure and under our control.

We will keep your personal details for no longer than necessary. Once the information is no longer required for the lawful purpose for which it was obtained it will be destroyed. More information on the document retention schedule adopted by the association can be found in the Nation Housing Federation's most recent guide to document retention available online at www.housing.org.uk/resource-library/browse/document-retention-for-housing-associations.

Your Rights

If at any point you believe the information we hold is incorrect you may request to see it, have it corrected or deleted. You are entitled to request a copy of any personal data we hold of yours.

You have the right to ask us not to process all or part of the personal information we have received, however we may be unable to provide our service to you if we are unable to record and process certain details.

If you wish to complain about how we have handled your data you can contact our Data Protection Officer who will investigate the matter on your behalf. If you are not satisfied with our response you may submit a formal complaint to the Information Commissioners Office.

Our Data Protection officer can be contacted at dataprotection@clydebank-ha.org.uk.

A full Fair Processing Notice including details of how we retrieve, use, share and manage data from all client groups can be found online at <http://clydebank-ha.org.uk/data-protection/> or by request from our office.

**If you or someone you know would like this notice
in any other format, please contact us.**

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