



Owner Services

Written Statement of Service

PROPERTY FACTOR REGISTRATION NO: PF000146





Contents

1. Introduction	3
2. Authority To Act	3
3. Services Provided	4
4. Contractors	6
5. How to report a repair	6
6. Change of Ownership.....	7
7. Additional Services.....	7
8. Financial Charging & Arrangements	8
9. Insurance.....	9
10. Sinking Funds or Reserve Accounts	10
11. Communication & Arrangements	11
12. Declaration of Interest	13
13. How to End the Arrangement.....	13



1. Introduction

1.1. These are the terms and conditions for the provision of a factoring service to Owners by BIELD HOUSING & CARE a registered society registered under the Co-operative and Community Benefit Societies Act 2014, a registered charity (Scottish Charity Number SC006878) and having its registered office at 79 Hopetoun Street Edinburgh EH7 4QF. We are referred to as "Bield" in this document.

1.2. PROPERTY FACTOR REGISTRATION NO: PF000146

1.3. This Written Statement of Services describes the service levels and arrangements between Bield and the Owners to whom we provide factoring services. This statement is produced in accordance with the requirements of the Property Factors (Scotland) Act 2011 and the Property Factors Code of Conduct.

1.4. Bield provides a property factoring service to Owners under the terms and conditions of their property titles, other formal documentation with legal effect, and relevant legislation including the Title Conditions (Scotland) Act 2003, the Tenements (Scotland) Act 2004 and the Property Factors (Scotland) Act 2011.

1.5. This document has been produced to complement your title deeds and not replace them.

1.6. The purpose of this document is to detail the role of Bield as Property Manager on behalf of all of our factored customers. It constitutes a Written Statement of Services setting out the arrangements in place for the provision and receipt of Factoring Services from Bield.

2. Authority To Act

2.1. Bield has the Authority to Act as Property Factors following our appointment as per the Title Deeds.

2.2. Acting as Property Factors on behalf of the Owners, Bield is delegated to instruct and carry out reactive repairs and maintenance works to the common parts of the block or common areas of the Development being factored provided that the anticipated cost of any one item at the time it is instructed will not exceed the sum stated in your title deeds or such other sum as may be agreed with a majority of Owners of the block or common land to which the works relate. This threshold is currently £1,000. Where there are remedial works identified during compliance visits these will be technically reviewed before any instruction is issued. Owners will be notified when the cost of works exceed £1,000. Where works are considered to be an emergency by their nature and the costs may exceed £1,000 these can be instructed and the Owners advised retrospectively.



- 2.3. The Owners authorise Bield to act on the instructions of the requisite majority of the Owners in the Development whose decision shall be binding upon all of the Owners in the Development in relation to the carrying out of cleaning, repairs and maintenance to any and all common property. In the event Owners title deeds are silent on a vote for improvement works any and all works of improvement will require the approval of all Owners in the Development unless stated otherwise in the title deeds.
- 2.4. For the purpose of instructing Bield on factoring matters, each owner in the Development shall have one vote for each property owned by them 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 Bield in carrying out the factoring. Where a property is owned by more than one person and the Owners cannot agree, that vote is disregarded.
- 2.5. The title deeds for your property confirm the area/s for which you are jointly responsible. All registered title deeds, including title plans, are lodged with the Registers of Scotland and you can contact them directly to obtain a copy, on payment of a fee, using the following details:
- Registers of Scotland
 - Phone : 0800 169 9391
 - Email customerservices@ros.gov.uk
 - Online www.ros.gov.uk

3. Services Provided

- 3.1. The Core Services provided by Bield are as follows:
- 3.2. A reactive cyclical and planned repairs and maintenance service in respect of the common parts of the block and the common parts or common area of the Development.
- 3.3. Services:
- 3.3.1. communal area cleaning;
 - 3.3.2. window cleaning;
 - 3.3.3. communal satellite/general maintenance;
 - 3.3.4. grounds maintenance;
 - 3.3.5. the annual Statement of Services letter will detail any variation to these services.
- 3.4. To instruct Bield's external contractors to carry out any and all maintenance or cyclical work. The decision as to which contractor will be instructed for any particular work will be made on the basis of which contractor, in Bield's experience, is considered to be the most appropriate in terms of quality and price.



- 3.5. To instruct firms in accordance with Bield's procurement policy which, from their experience, they consider to be reliable and capable of completing 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 block including the cost of provision for renewal and replacement of the same and the full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that Bield consider necessary.
- 3.6. To employ professionals such as accountants, architects, engineers, surveyors or other professional adviser to certify any matter or thing to be certified for the purposes of any provisions of this clause and the proper costs (but not more than once every year) of an independent professional valuation of the Development for the purpose of assisting towards the determination of the full cost of reinstatement of the Development.
- 3.7. To consult with the contractors as to the type of repair and the materials to be used.
- 3.8. To provide such security equipment and apparatus as Bield 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.
- 3.9. To investigate any complaints of unsatisfactory work and, where considered necessary by Bield, and if so instructed by the requisite majority of the Owners arrange for a professional report on the completed repair subject to any fees for same being chargeable to the owners.
- 3.10. To check contractors' accounts when rendered, including any charge of VAT.
- 3.11. If requested, arrange to make available for inspection on one occasion in each year copies or originals of all contractors' accounts for that year.
- 3.12. To arrange insurances including insurance against loss by fire and other risks normally insured against under a common comprehensive insurance policy (which policy is to cover all the flats within the Development and the block common parts) with an established insurance company for the full replacement value which insurance shall be in the name of Bield and taken out and held on behalf of all the Owners and the holders of bonds or other securities over the same (if any) for their respective right and interests.
- 3.13. Access to Bield Response 24 Alarm Receiving Centre.
- 3.14. Regular visits to the Development by office-based staff.
- 3.15. Any variation of these services is documented in the Statement of Services.



4. Contractors

4.1. Bield will only use approved and authorised contractors from our list of suppliers for any repair work and will endeavour to obtain the best value for its customers. Comparative quotations will be arranged, where appropriate and will only instruct contractors on your behalf who have provided the necessary public liability insurance. Bield accepts no responsibility for defective workmanship or for works performed to an unacceptable standard. However, should you contact Bield intimating that you are dissatisfied with the standard of the completed work, Bield will contact the contractor on your behalf and undertake all reasonable efforts to resolve the issue to your satisfaction.

4.2. Our performance measures are currently as follows:

Performance Indicator	Standard to be achieved
Carry out emergency repairs	Within 6 hours
Carry out urgent repairs	Within 3 working days
Carry out routine repairs	Within 20 working days
Planned visits by Property Management Officer (where advance notice is provided)	Minimum of 3 visits per year
Post-Inspection of works under £1,000	10%
Post-Inspection of works over £1,000	100%

5. How to report a repair

5.1. You can report emergency, urgent or routine repairs between 9.00am-5.00pm Monday to Friday by calling 03000 132 162. Out with these times, please call 0141 950 1025.

5.2. Repairs that are not urgent can be emailed to property-1@bield.co.uk.

5.3. As per Bield's agreement, only repairs and maintenance determined as communal will be attended. Works within owner occupied premises should be sought from private contractors. Bield cannot give recommendations or advice on repairs not within the communal agreement of repairs.

Routine inspections

5.4. We will aim to visit the block or estate at least once annually to visually inspect the state and condition of the common parts. At this visit, we may identify any repair or maintenance works and carry those out in accordance with our target timescales, as above.

5.5. Bield will have no liability for any failure to instruct repairs on its own initiative following a visit to the block or estate.



Major repairs

5.6. Major repairs will only be carried out at the request of owners or if we consider it necessary due to the condition of the common parts. All affected owners must agree to the works and pay their share of the costs in advance. Bield may act based on our own instructions to carry out major repairs to common parts. In those circumstances, we will consult with all homeowners within the development on the need and extent of the works and the process and timetable for carrying out the works. The cost of major repairs will be apportioned in accordance with the title deeds for the property and will be payable by owners in advance of the works being carried out.

6. Change of Ownership

6.1. In the event of a change of ownership the following shall apply:

6.1.1. Each owner shall notify Bield of any changes in ownership of their property. When an Owner sells their house, they must instruct their Solicitor to notify Bield of the date of sale and provide details of the new owner no later than 14 days before the anticipated date of settlement.

6.2. On receipt of notification of the sale Bield will arrange to apportion the charges and sums due by the owner for the period to the date of sale. Bield levy a charge of £120 for the administration of the apportionment and this will be included in the final account issued.

6.2.1. Following any change in ownership Bield will return any funds due (less any outstanding debts) to the outgoing owner along with the financial information which relates to their account within 3 months of Bield being made aware of the date of change in ownership unless there is good reason not to (i.e. awaiting final bills relating to works and services).

6.2.2. The Title Conditions may include a requirement to make a payment to the Capital Repairs Fund on the sale of a property.

7. Additional Services

7.1. Bield may provide services outwith the core services (including taking up the offer of additional services offered by Bield Response 24 and improvements) if it is authorised by the relevant Owners to do so. The cost of such works will be confirmed to all of the Owners within the block or Development prior to the work being carried out and the costs of carrying out the work shall be apportioned appropriately.

7.2. Bield may include reasonable conditions in respect of payment for the provision of such additional services.

7.3. Where Additional Services are undertaken, a professional fee may be charged. This will be discussed and agreed with Owners prior to works being started.

7.4. Where Owners wish additional information to a level beyond what is expected in terms of the Code of Conduct, such as quarterly management



accounts and/or bank statements and Bield agrees to produce same, Bield may make reasonable charges for the production of same.

8. Financial Charging & Arrangements

Apportionment of costs

- 8.1. All costs incurred in the ongoing works and services provided by Bield in the maintenance of the Development will be shared, as appropriate, between Owners. These include, where applicable.
 - 8.1.1. Planned and reactive maintenance, repairs and renewals
 - 8.1.2. Emergency repairs
 - 8.1.3. Utilities and utility bills (where applicable)
 - 8.1.4. Statutory Health and Safety Compliance
 - 8.1.5. Insurance
 - 8.1.6. The split (or apportionment) of costs is normally determined by the property title deeds. If there is no provision in the title deeds for some costs, the apportionment will be as per the Title Conditions (Scotland) Act 2003 or Tenements Scotland Act 2004 or as agreed between Bield and the owners.

Management Fee

- 8.2. Bield will charge a Management Fee for carrying out its function of providing the core services. On an annual basis Bield will review the Management Fee which will be applied to all factored properties within the Development. The Fee review process will take into account factors such as inflation, ongoing operating costs, compliance costs and any changes to the scope of services. The charge will cover the following:
 - 8.3. Management and support for the local members of staff, where applicable.
 - 8.3.1. Arranging and overseeing the repairs and maintenance service.
 - 8.4. Managing the service contracts and compliance works relating to the Development.
 - 8.4.1. Arranging for the cleaning and redecoration of the common property.
 - 8.5. Liaison with Development Owners in respect of the general management of the Development.
 - 8.6. Maintaining financial records and accounts for the Development, including making sure payments are made to the Capital Repairs Fund where appropriate.
 - 8.6.1. Attendance at meetings and the associated administration.
 - 8.7. Arranging buildings, public liability and engineering insurance, as appropriate, and dealing with any subsequent claims.
 - 8.8. Maintaining appropriate records in relation to financial and maintenance issues.
 - 8.9. Liaison with other agencies in regard to the general management of the Development.
 - 8.10. Providing information to the auditors in respect of expenditure and budgets.



- 8.11. Notification of the proposed Management Fee will be issued to all Owners prior to any discussions about the budget for the following year. The Management Fee is charged at a flat rate across all properties.
- 8.12. Any payment made to provisions or contingency funds as part of the budgeted service charge are non-refundable on the sale of a property.
- 8.13. Where there is a requirement for Owners to contribute an additional payment in respect of identified works, a meeting will be arranged by Bield and then followed up with a ballot. The liability for payment starts from the date that the ballot result is advised if this supports the works being carried out.
- 8.14. Owners are charged on a monthly basis and payment should be made by Direct Debit. Once the annual budget for the Development is agreed, and prior to the start of the financial year, a copy of the approved budget will be sent to all Owners where there is a change required in the monthly payment.
- 8.15. Bield reserves the right to apply additional charges where payments are not made timeously. The method for calculating this is included in the Owners Handbook.
- 8.16. Bield has a debt recovery procedure and accounts are normally reviewed monthly. Owners will also receive an annual statement of their account detailing payments, charges and balance. A copy of the debt recovery procedure is available by contacting any member of staff.
- 8.17. If an owner privately lets their property, Bield 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.

9. Insurance

- 9.1. Bield provides a common insurance cover insuring the common areas within a block and common areas of the Development for their full reinstatement value. The rates are subject to regular competitive tendering and are reviewed annually. A full copy of your Summary of Cover will be issued on an annual basis following the review and a copy of the current Summary of Cover is available on request. Bield reserves the right to charge for additional copies of the Summary of Cover. Bield does not provide contents insurance for individual properties within the Development, which is the responsibility of individual owners.



- 9.2. The common insurance procured by Bield covers the full reinstatement costs associated with rebuilding and reinstating the building, the amenity areas and any common services or other common areas within the Development. The premium applicable to your property is calculated as set out in the budgeted service charge. Any changes to the insurance cover, including details of the insurer, the total sum insured, the premium paid, any excesses which apply, and a summary of the policy information will be communicated to you in writing on an annual basis.
- 9.3. The Tenements (Scotland) Act 2004 provides that there will be compulsory insurance for all flats within a tenement. That Act stipulates that the duty of an individual owner to insure his or her own property should be for the reinstatement value and not the market value. This is an absolute requirement, irrespective of any provision in the title deeds.
- 9.4. If a claim requires to be made on the building insurance an owner is required to contact Bield to report this to the insurer. Decisions on whether a claim is settled, is the responsibility of the insurer and not Bield.
- 9.5. Bield does not earn or charge any commission for arranging the insurance.
- 9.6. Owners must ensure that they have taken out Property Owners Liability Insurance. This provides protection against claims made against Owners as the owner of their property for any accidental bodily injury or accidental property damage resulting from a defect in the building – the definition of building includes patios, paved areas, footpaths, roads, car parks for which all Owners are legally responsible as property owners. For information, Bield's Policy provides this cover.
- 9.7. Any Owner who does not participate in our building insurance policy is required by law to provide us with a copy on an annual basis of their own building insurance certificate together with a copy of the policy wording that must include for the full restatement value of their home, public liability and the common property. It is further required that we are notified should your insurance cease for any reason whatsoever. If this documentation is not provided to us or upon our request Owners still do not respond they will automatically be billed the insurance charge for the common areas cover as standard to ensure adequate insurance cover is provided to cover the common areas within the Block and/or Development.

10. Sinking Funds or Reserve Accounts

- 10.1. In order to financially plan for major projects, Bield may recommend the use of sinking funds for a particular project but cannot enforce such an action.
- 10.2. Sinking fund contributions are to be agreed with the requisite consent of the Owners and will be charged by Bield to the Owners in their



budgeted costs. The authority to use or spend the sinking fund is controlled by the owners.

- 10.3. Such funds are to be held by Bield in a separate interest-bearing account or a separate accounting structure for each separate group of Owners. Any interest accrued in a sinking fund account will be retained directly in the account.
- 10.4. A statement of the funds held in the scheme's sinking fund can be shared at the AGM or on request by one or more of the Owners.
- 10.5. If an Owner sells the property, they may request for a refund or part refund of their funds. This is dependent on lease terms and local regulations. It should, however, be detailed as an asset in the sale of the property.

11. Communication & Arrangements

- 11.1. Our Complaints Handling Procedure reflects Bield's commitment to valuing complaints. We know that on occasion we get things wrong. Our procedure will help us to put things right and in doing so help us improve services to our customers.
- 11.2. We have adopted the model Complaints Handling Procedure (CHP) developed by the Scottish Public Services Ombudsman (SPSO). The CHP was developed with significant input from housing complaints handling professionals to help produce a standard approach to handling complaints across the housing sector. We have applied this procedure to all our customers irrespective of the type of service we deliver. It means we will treat all our customers the same.
- 11.3. The new procedure is much simpler, there are 2 stages. It aims to provide a quick, simple and streamlined process for resolving complaints early and locally by capable, well-trained staff.
 - 11.3.1. Stage 1 - frontline resolution, and
 - 11.3.2. Stage 2 - investigation.
- 11.4. A copy of the procedure is available on our website and a leaflet is available from any of our offices.
- 11.5. If Bield's complaints resolution procedure has been exhausted without resolving the complaint, the final decision will be confirmed with an appropriate designated senior officer of Bield and the owner notified in writing. This letter will also provide details of how Owners may apply to the First-tier Tribunal for Scotland (Housing and Property Chamber).



Who can complain?

- 11.6. An Owner, either directly or through a representative, who has suffered as a result of the issue they wish to raise. All complaints will be dealt with in accordance with Bield's complaint procedure as detailed in the Owner's handbook.

How do you complain?

- 11.7. Bield want to resolve all complaints quickly and effectively. It can be helpful to talk to a member of our staff at the point where you feel dissatisfied with our service, for example when work is being undertaken in your building, so that an attempt can be made to resolve any issues on the spot. Bield finds that complaints made quickly, and directly can be more easily resolved. You can contact us in person, by phone, email or letter.

- 11.8. Contact details for raising a Complaint:
Bield Housing & Care, Craighall Business Park, 7 Eagle Street, Glasgow, G4 9XA
Telephone number 0141 470 7200
E-mail: ownerservices@bield.co.uk

- 11.9. When contacting us in relation to a complaint you should tell us:
- 11.9.1. your full name and address;
 - 11.9.2. as much as you can about the complaint (what has gone wrong); and
 - 11.9.3. what you want us to do to resolve the matter.

First-tier Tribunal for Scotland (Housing and Property Chamber)

- 11.10. Once the investigation stage has been completed, Owners have the right to apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) if they remain dissatisfied. The First-tier Tribunal for Scotland can be contacted at:

First Tier Tribunal for Scotland, Housing and Property Chamber, Glasgow
Tribunals Centre, 3rd Floor, 20 York Street, Glasgow, G2 8GT
Telephone: 0141 302 5900

- 11.11. To take a complaint to the First-tier Tribunal, Owners must first notify Bield in writing of the reasons why they consider that Bield has failed to carry out its duties or failed to comply with the Code of Conduct. Bield must also have been unable to resolve the owner's concerns or have unreasonably delayed in attempting to resolve them.

- 11.12. All complaints will be dealt with in accordance with Bield's Complaints Policy.

- 11.13. Bield has a Data Protection Policy which is available on our website or directly from any member of staff. Anyone wishing to make a Subject Access Request (SAR) can contact us at e-mail dataprotection@bield.co.uk. A SAR



form will be sent for completion and identity verification. Once we have received the completed SAR form and confirmed identity, then the response will be issued within 30 working days.

- 11.14. Bield will not communicate with Owners in any way which is abusive, intimidating or threatening. However, Bield will provide reasonable notice to the appropriate Owners that it may take legal action for non-payment of fees and charges if that need arises.

12. Declaration of Interest

- 12.1. If Bield has an interest in a Development this will be made known to the Owners.

The Act & Duties of The Factor to Provide Information

- 12.2. Bield is a registered Property Factor (Registration No: PF000146) and have taken all reasonable steps to ensure that this number is included on correspondence issued to owners.

- 12.3. In accordance with the legal responsibilities placed on Property Factors, Bield is required to provide details of any dwelling house, flat or land that it either expects to act for, may currently act for or previously acted for in order to allow any public search of a specific property address and/or land record to be undertaken on the register of property factors.

- 12.4. Bield is a member of the Scottish Federation of Housing Associations (SFHA) and regulated by the Scottish Housing Regulator and the Office of the Scottish Charity Regulator.

- 12.5. As a Registered Property Factor, Bield will comply with the Code of Conduct for Property Factors. A copy of the Code of Conduct is available from any Bield office and Local Managers or from the Scottish Government website: <https://www.gov.scot/isbn/9781802011388>

- 12.6. Decisions made by the First Tier Tribunal in relation to a Property Factors compliance with the Code of Conduct are available on their website: www.housingandpropertychamber.scot/property-factors/property-factors-decisions

13. How to End the Arrangement

- 13.1. Bield may terminate the factoring service by providing a minimum of two months' notice of their intention to end the service to all Development Owners. During the two month period, Bield will work with Development Owners to assist with the transfer of management. Development Owners may terminate this Arrangement if the required majority of Development Owners vote to transfer the factoring service. More information on the process is shown under Section 43. In these circumstances, Bield's reasonable



legal costs in dealing with any issues pertaining to the cessation of the factoring service will be met either from funds already held in trust for the Development or by a specific charge paid by the Development Owners.

13.2. Bield will provide all reasonable assistance and information in the transfer of management and will transfer monies held in trust for the Development Owners at the date of transfer to any new factor appointed for the Development. Bield will also comply with the requirements of the Code of Conduct for Property Factors in terms of the information provided to the new Manager and any transfer of funds.

13.3. A ballot of all Owners should be carried out with the forms being returned to a person agreed by the Owners. The forms should be opened in the presence of at least 1 independent witness. However, where there are proposals to materially change the existing factoring arrangements, the necessary majority of votes to make such a change will be dependent on the terms of the Title Conditions and this will be explained in the information issued with the form.