

A guide to our factoring service



TOLLCROSS
housing association limited

www.tollcross-ha.org.uk

Tollcross Housing Association (“the Association”) has operated in the east end of Glasgow since 1974 and was founded by a group of local residents who were determined to improve housing conditions in this area of the city.

As well as providing high quality, affordable rented housing, we have for many years provided a factoring service to owners in the area. Our current aim is no different from the original founders of the Association and our focus is still on improving housing conditions and also providing support to the communities that we serve.

Our organisation is managed by a voluntary Management Committee, which is supported by our Chief Executive, our Leadership Team and our wider staff team of over 40 individuals working in Maintenance, Housing Management, Finance and Corporate Services. Together, our staff provide a wide range of housing services to over 2500 houses and flats in the local communities of Tollcross, Carmyle, Lilybank and Newbank.

Our factoring service has been established to provide owners in the local communities with the ability to access low-cost, high-standard property management. The information which follows is aimed at giving our factored customers a better understanding of the services

Written statement of services

This has been produced by the Association to enable us to meet our statutory obligations as set out in the Property Factors (Scotland) Act 2011 and the related Code of Conduct for Property Factors.

It is not a legally binding agreement, but is intended to be a straightforward and easily understood statement of our responsibilities as your factor.

This Written Statement of Service booklet tells you how we will provide services to you as a factor. Your Title Deeds describe the common parts of your property or development. They also contain rules covering management, maintenance, insurance, repair and improvement of these common parts and the rights and responsibilities of you as owner and your factor.

We will act in accordance with your Title Deed or Factoring Agreement, when arranging and carrying out necessary common repairs and other factoring duties. If your Title Deeds are unclear we will refer to the Tenement (Scotland) Act 2004.

The Association is registered as a factor with the Scottish Government and our registration number is PF000261. As with all other areas of the Association's activities, our staff aim to provide an excellent level of service to our factoring customers. Staff in each of our Maintenance, Finance and Housing Management departments are involved in delivering our services to you and are all highly trained in their specific fields.

Authority to act as factor

The Association acts as your factor because:

- we are named as the Factor in your Title Deeds
- when you purchased your property, we were already the Factor
- we were appointed as Factor by the majority of owners
- we were appointed as Factor following the tenement rehabilitation

Your Title Deeds will set out the area including property and any land to be maintained. You will find information about your rights and responsibilities as a factored homeowner in your Deed of Conditions, a legal document which forms part of your Title Deeds. A Deed of Conditions generally sets out any rules covering the management, maintenance, insurance, repair and improvement of the shared parts of your building. In addition, it usually contains the rights and responsibilities of you as owner and of the appointed property factor.

Your solicitor should have discussed your Title Deeds with you when you bought your property. The Association does not hold copies of your Title Deeds. However, you can obtain a copy from the Registers of Scotland (who charge for this service) or alternatively, contact a solicitor for advice.

You can contact the Registers of Scotland by telephone on **0800 169 9391**, by email at customerservices@ros.gov.uk or by writing to them at

Registers of Scotland,
St Vincent Plaza,
319 St Vincent Street,
Glasgow, G2 5LD.

Further information is also available on their website:

www.ros.gov.uk

Homeowner's responsibilities

In general terms, it is a homeowner's responsibility to:

- report common area repairs as soon as you spot or become aware of an issue
- keep the common parts of your building clean, well maintained, and in good order

We are here to help you do this by providing the services set out in your Title Deeds. Your Title Deeds will set out specific responsibilities for your factor, for example, to arrange building insurance, and make repairs to common parts and land belonging to you and your neighbours.

We will act on behalf of you and your neighbours to manage common parts of your property, such as stairs and landings, or shared back courts and landscaped areas. Often, homeowners are not clear about the role of the property factor and what we can and cannot do. We will provide help and support to homeowners where they can, and we will act for you within the scope allowed in your Title Deeds.

We do not have the same powers as local authorities, so there are some things we can't do, for example, getting involved in tackling anti-social behaviour involving owners or private tenants. If you are looking for a good independent resource to help you understand your role and ours, take a look at Under One Roof (www.underoneroof.scot) – the site offers independent advice to flat owners in Scotland.

Core services

The Association charges an annual management fee, for which we provide the following core services:

- managing the service and responding to customer enquiries
- access to our common area repairs service for emergency, urgent, and routine repairs
- pre & post inspections of common repairs, where appropriate
- arranging and managing contracts for services such as close cleaning and landscaping
- arranging, monitoring, and supervision of our cyclical, reinvestment, and improvement service
- collation of charge information and issuing of invoices
- collecting everyone's share of costs, including debt recovery actions
- co-ordination of payment for common electricity within the block (such as stairlighting or power for door entry systems)
- arrangement & apportionment of buildings insurance
- maintaining ownership records
- inspections to monitor the cleanliness of your block
- arranging owners' meetings and arranging votes
- contract compliance monitoring
- keeping our customers informed through our website, newsletters, and other communications

Additional services:

- backcourt maintenance including grass cutting
- stair and close cleaning
- door entry system maintenance
- common land maintenance

“Any property specific services that we provide to you will be detailed on your six monthly factoring invoice.”

Repairs and maintenance

It is your legal responsibility as an owner to make sure the common parts of your building are kept in good condition. This is called the Duty to Maintain and it is set out in the Tenements (Scotland) Act 2004, section 8.

Delegated authority

The Association has, through your Title Deeds, delegated authority to carry out routine repairs which are less than specified consent limits. This enables us to react quickly to any issues reported to us, minimise costs charged to you, and reduce the risk of further damage to your property.

The consent limits for your property are detailed in your Deed of Conditions, but generally they are as follows:

Property type	Consent limit for block (ex VAT)
Tenements	£2,000
Four in a block	£200

Repairs exceeding consent limits

When we need permission

When we anticipate that the cost of a repair is likely to exceed the consent limits, we will contact you to obtain your permission to proceed with the work. If we obtain permission from the majority of owners in your block, we will arrange for the work to be undertaken. In situations where the Association also owns properties within your block, we will have the same voting entitlements as other owners for each property that we own.

If we don't get consent for a repair, we will only ask for permission for the same repair again if you or a neighbour tell us about a material change in the circumstances, e.g. if the problem has gotten worse, or if enough owners change their minds for us to go ahead.

When we don't need permission

Situations may also arise where there is a risk to your health and safety, and in these circumstances, we can proceed with the repairs without your permission. Although we will always attempt to obtain agreement through consultation with our customers, we can apply to have any essential work enforced where agreement is not reached.

Our repair service

Common area repairs can be reported 24 hours a day by calling our office on 0141 763 1317 and selecting the option for repairs. During office hours, you will be able to speak to a member of our staff, and outwith of office hours, you will be redirected to our emergency call handlers. Alternatively, when our office is closed, you can call our emergency call handlers direct on 0345 604 4686.

Common area routine repairs can also be reported via our website at www.tollcross-ha.org.uk.

It is your responsibility to report any common repairs when you become aware of them. However, you should be aware that other owners or Association tenants and staff may also report repairs if they see a problem. The Association has three categories of repair:

Category	Response time from reporting repair
Emergency repair	Six hours
Urgent repair	Three working days
Routine repair	Five working days

Emergency repair

This is a repair to a problem that seriously affects occupation and constitutes a danger to health, person, or property or makes a property less secure. The initial work will only make the property safe, and follow-up work is likely to be required. We will respond to an emergency and make safe within six hours of the problem being reported to us.

Urgent repair

An urgent repair is one that, while not an emergency, will cause discomfort, inconvenience, or potential danger to residents if left unattended. We will respond to and complete an urgent repair within three working days of the problem being reported to us.

Routine repair

This is a day-to day repair which does not fall into any of the two categories described above. We will respond to and complete a routine repair within five working days' of the problem being reported to us. Please be aware that communal repairs, particularly external repairs may take longer depending on the nature and access required for the job.

Contractors and repair costs

The contractors that we use to carry out repairs to your property are reviewed annually, and we believe that they offer good quality and value-for-money services. We welcome any feedback that you have on their performance.

We only bill you what our contractors charge us, and we do not receive any commission, referral fees, or other benefits from anyone that we use.

Other potential works

Cyclical works

Cyclical work is ideally carried out on a programmed basis. These are works such as internal or external close painting or bin store painting. Doing this type of work regularly keeps the items in better condition and can avoid more expensive repairs in the future.

If the costs are within the authority limit, we do not need a majority of owners in the block/development to agree to proceed with such works, but we will always write to you in advance with details of the works and indicative costs. If the costs are more than the authority limit, then we will seek a majority vote in accordance with the Title Deeds or Factoring Agreement to obtain agreement to proceed.

Reinvestment works

For larger works, an example being the complete renewal of a block roof, we will hold block or development meetings in advance to comprehensively set out our plans and the indicative costs. We will generally seek a majority vote in accordance with the Title Deeds or Factoring Agreement to obtain agreement to proceed. However, should we not achieve this, we may need to carry out some reactive repairs to preserve the structure of the building or make an item safe.

We do not need a majority of owners in the block to agree to these reactive works if they are of an emergency nature and/or within the authority limit and you will be charged for these repairs accordingly.

Improvement works

For works that are regarded as improvements (rather than repairs or renewal works) to your block or development, such as the installation of a controlled door entry system or the installation of something new externally where one does not presently exist, we can only carry out these works with the majority agreement as set out in the Title Deeds or Factoring Agreement. We will write to you with our proposals and

indicative costs to allow the majority of owners to decide if you wish to proceed with the project.

We would like to highlight that if you decide against a proposal but a majority of owners in your block or development agree, then we have the authority to go ahead with the project and you will be expected to pay for your share of the cost of the work.

Consultant Fees

For cyclical, reinvestment, or improvement work, there will be additional charges to pay. Our charges will include fees charged by consultants appointed on our behalf to deliver these projects for you. We will inform you at the outset of the indicative cost of these.

Fire Safety

We retain the right to agree, by contract, to instruct that specific maintenance duties are undertaken by specialist contractors on behalf of homeowners, which contributes to fire safety. For example, the requirement in fire safety law to maintain any measures provided in communal areas for the protection of firefighters, e.g., firefighters' lifts, rising fire mains, etc., or to ensure that common areas are kept free of combustible items and obstructions.

Buildings insurance

All owners are encouraged to join our block comprehensive building insurance policy. If your Title Deeds specify that the factor should arrange insurance, this will be enforced. In cases where the Title Deeds are silent on the matter of insurance, you will retain the right to arrange your own cover, provided the minimum level of cover is in force. If you are not in our block policy, we will ask you to provide your schedule of insurance annually.

If you are covered by our block policy, we will write to you every year to give you details of what is covered and what isn't, your annual premium, and the insurer. Our existing block policy provides full re-instatement cover for your property.

Unless instructed by the majority of homeowners, for the purposes of building insurance, property valuations will be uplifted annually in line with the BCIS Rebuilding Cost Index. At least every five years, the Association will appoint valuers to revalue stock for insurance purposes. Where a revaluation has been undertaken, this will be used for the next insurance quotation and the cost of the valuation will be split among owners in accordance with the Title Deeds.

We will include the full annual premium on your invoice issued in May, but should you sell your property during the period of cover, we will refund the proportion of the premium due to you. Even if your neighbours do not pay their premiums, we will pay the amount due in full and take any necessary action to recover the funds from them. This means that your property will always be fully insured.

We pride ourselves on offering value for money and therefore do not take any commission for arranging the block insurance policy.

Procurement – we go out to the insurance market to ensure we get the best deal available. We do this through a publically regulated procurement process, which is open, fair, and transparent and is in line with procurement regulations. We evaluate tenders based on best value for money, and the contract is closely managed to make sure it complies with the terms of the contract agreed. If you would like more information on how and why your insurance provider was appointed, please contact us.

The Association) will submit insurance claims on the owners' behalf for the common and external parts of buildings (e.g. The roof, common close, front entrance door) and if the claim is approved by the insurance broker, the applicable excess will be apportioned between all of the relevant properties and the owners will have their share added to their factoring bills. Only damages over the value of the excess will be claimed.

All incidents of communal damage (e.g. vandalism, flooding, fire or storm damage) must be reported to the Association within seven calendar days' of the incident to allow us to process the claim on the

owners' behalf. The Police must be notified immediately in the event of theft or malicious damage. We will deal with all aspects of the claim under our control promptly and efficiently and will keep owners informed of the progress of the claim to completion.

The Association does not submit or manage insurance claims on behalf of owners for claims to damage to the inside of their property. Owners will be responsible for contacting the insurance broker directly and submitting their own claim. The Association will, however, provide any relevant information that we may hold to the insurance broker if requested, for example, confirmation that the annual building insurance premium has been paid.

You will need the following information to hand when you contact the insurance broker:

- the insurance policy number
- the property address
- your contact information, such as your phone number
- the nature of the damage
- how it happened

Contact details for our insurers are available at www.tollcross-ha.org.uk or on request.

The Association does not arrange home contents insurance, and owners will have to arrange this independently.

Financial and charging arrangements

Our management fee

The administration costs of providing the factoring service are covered by the annual management fee which we charge to all owners. This fee enables us to offer a range of services, including organising common repairs and major works, arranging building insurance, organising and attending owners' meetings, communicating with you via our newsletters and website, and issuing invoices and statements of account.

Historically, we have charged a flat rate fee for all owners, which is reviewed as part of our annual budgetary process and is based on a number of factors. These include the management cost per property, staff costs, business overheads, inflation and a financial return set by our Management Committee.

Having reviewed the way that we communicate with owners, we have identified cost savings that can be made by issuing invoices, reminders, and other correspondence electronically. As a result, we are able to offer a reduced management fee to owners who are willing to receive all of their correspondence by email. Therefore, we have a fee for owners who receive their communications by post and a reduced fee for owners who receive their communications electronically. You can contact us, preferably by email to Finance@tollcross-ha.org.uk to change your preference.

Our aim is to keep the management fee as competitive as possible while delivering an excellent level of service to all of our customers. We always welcome customer feedback as we strive to continually improve the services offered.

Notice of changes to fees and charges

We will give customers one month's notice of any changes to our management fee and service charges. These are applied from 1 April each year.

Your share of costs

The cost of maintaining your property is divided among owners in accordance with your Title Deeds. We have included information about your share(s) in the letter that came with this package. As a factor, we have no influence over the share of costs defined in the Title Deeds.

Billing arrangements

We aim to provide you with easily understood bills by post on a six monthly basis, which give details of your share of charges during each billing period. Invoices will include our management fee, repairs, building insurance* and service charges such as close cleaning or landscaping.

Our billing periods cover 1 April to 30 September and 1 October to 31 March, and we aim to issue the bills within six weeks of the end of each period. We require our bills to be paid in full within 28 days' of being issued.

(*)Building Insurance is an annual charge and will be included in the invoice covering the period 1 April to 30 September.

We will only issue bills in the name of the property owner and will not issue them to tenants where the property is rented out by you. Our preferred method to issue invoices is by email. However, should you wish to receive it via the post, we can arrange that but this will incur a higher management fee.

Any routine repairs will be recharged to you in arrears after we receive invoices from our contractors. Other common charges may be invoiced in advance if the association is charged in advance.

Where major improvement work is required to a property, we will normally request payment in advance. Any payments made in advance will show as funds held on your behalf in our records until the work is completed and we have issued a bill to you. Bills for major improvement work will normally be issued within one month of the work being completed. At present, we do not ask owners to make contributions to a cyclical maintenance fund.

Billing queries or disputes

If you have a query or dispute any item on your bill, you must contact us to do so within 28 days of the date on the bill. Other items on that bill or any other bills from us should still be paid by the due date while we investigate the queried or disputed item(s).

Payment options

We have a variety of payment methods available. Customers are able to decide if they would like their payments to be made monthly, four weekly fortnightly or weekly, so long as the arrears are being accounted for in a repayment plan agreed to by the Association.

Ways to pay:

- **Direct Debit** - Call us on 0141 763 1317 and select the option for Finance, or call Allpay on 0330 041 6497.
- **Debit/Credit Card** - Call us on 0141 763 1317 and select the option for Finance.
- **Cheque** - You can hand in or post a cheque to our office at 868 Tollcross Road, Glasgow, G32 8PF. Please make the cheque payable to Tollcross Housing Association and note your name and factored property address on the back of the cheque.
- **Allpay App** - You can download the Allpay App from the Apple App Store or Google Play for use on your Apple or Android smartphone to pay quickly and easily at the touch of a button.
- **Allpay Card** - You can use this at any shop that displays the PayPoint symbol, at any post office or online at allpayments.net.
- **Standing Order** - You need to contact your bank for the form, complete it, and return it to your bank for them to set it up. Our bank account details, which you will require for the form, are given in the paragraph below.
- **Online** - You can do this through your own online banking account. Our bank details are: Sort Code: 82-64-30 & Account Number: 70000110. You need to use your Factoring Account Reference Number (found in the top right hand section of your invoice and is eight digits long) as your Payment Reference Number when making your payment so that we know which factoring account it is for. If you have more than one account, please make separate payments for each account and use their corresponding reference numbers.

Every owner will be issued an Allpay card when they first become one of our customers. The card contains a unique reference number which allows payments to be made via the Allpay App, website or via PayPoint outlets.

Payment plans can be agreed with any of our finance staff and can be collected by direct debit. If you are interested in setting up a payment plan, please speak to a member of the finance team by calling **0141 763 1317** and selecting the option for Finance.

If you have an existing payment plan in place, we will endeavour to review it following the issuing of any new charges. Should we need to amend your payment plan, we will notify you in writing in advance. However, we would request that you contact us on receipt of a new bill in order to discuss or review your arrangement and ensure it is correct based on the new charges applied and the balance on your account.

Having difficulty paying?

We recognise that customers can, at times, have difficulty paying their bills. Our staff are here to help and can discuss suitable payment arrangements with anyone who is facing financial difficulties.

You can call our office on **0141 763 1317** and select the option for Finance, or email Finance@tollcross-ha.org.uk.

Customers can also obtain debt and money advice locally, by contacting the Tollcross Advice and Learning Centre on **0141 764 1234**. Alternatively, Money Advice Scotland and the Citizens Advice Bureau are also able to advise customers on these issues. Their contact details have been provided in the “useful telephone numbers” section at the end of this document.

Debt recovery

Our approach to arrears recovery is firm but sensitive to the needs of our customers. We aim to minimise the level of debt owed to us so that we can maximise the benefit of the services provided to you.

Our Factoring Debt Recovery Policy sets out the steps we will follow where you or your neighbours have failed to make payment. This includes actions we will take to recover debts, including the use of Notice of Potential Liabilities and court action in order to secure debts against a property or other assets. The policy is available online at www.tollcross-ha.org.uk or on request.

A first reminder will be issued 30 days' after the invoice has been sent out, and a final reminder will be issued after a further seven days', if no contact has been made by the owner. An administration fee, as agreed annually by the Management Committee, will be added to the next factoring invoice in cases where a final reminder has been issued.

We can recover court costs from customers, and under most Title Deeds can also apply interest charges to the money owed. While your Title Deeds may allow us to recover debt owed by other owners within your block or development from you or your neighbours, we do not currently do so, but we reserve the right to change this in the future. We may, however, review service provision for your block or development if debt levels are high.

As all owners are jointly liable for the maintenance and repair of the common parts of their building, the failure to make payments when required can affect other owners within a block and can also have an adverse effect on the value of the building and the flats within it.

If you do fall into arrears, we will initially:

- advise you of the outstanding balance and the urgent need for settlement
- advise you of the potential consequences of non-payment
- invite you to contact us to establish any reasons for non-payment

Benefit help with common charges

Many owners are entitled to benefit help from the Department of Works & Pensions (DWP) – previously known as the DSS, with payment of our management fee and most of your common service charges and insurance.

The main qualifying benefits are:

- [Income Support](#)
- [Income Based Jobseekers Allowance](#)
- [Pension Credit](#)

If you think you might qualify, don't delay in contacting your local DWP office. You will need to provide them with proof of the charges, so keep your bill. If you qualify for assistance, the benefit office will divide qualifying charges over the year and pay you an additional benefit directly on a weekly basis. You will then be responsible for onward payment to us.

Most common service charges are covered, provided they are part of a factoring agreement. The only exceptions are common heating charges and old arrears. Benefits may be backdated for three months, but no more.

Deposits

When you first become a customer of the Association, we will take a small deposit from you, currently £100. This deposit will be automatically returned to you if you sell your property or move to another factor; if you do not have any outstanding debt due to us or any final charges still to be applied. We ensure a clear separation of funds by keeping all deposits separate within our accounting system.

Sinking funds

We do not operate sinking funds at this time. Should this change in the future, we will write to you and let you know.

Sale of your property

If you are planning to sell, or are in the process of selling your property, you must inform your solicitor that your property is factored and provide them with the Association's contact details. Many solicitors prefer to communicate by email. If this is the case, then please ask that they email Finance@tollcross-ha.org.uk. In order to fulfil our duties effectively, all owners are required to give 28 days' notice of their intention to sell their property. Therefore, your solicitor must contact us in writing no less than 28 days prior to your sale completion, advising of the proposed date of sale and who the property is due to be sold to. The Association has a sales procedure which will be followed on receipt of the letter. A copy of this procedure is available on request.

Our sales procedure requires an irrevocable mandate to be signed by you and your solicitor and returned to our office (alternatively, you can pay this to us in advance), along with the payment of a sales administration fee. Both of these are required to be received before we will release the requested information. A fee is required because the cost of providing sales information is not covered by our Management Fee. Should the request for sales information be received less than 28

days prior to the sale's completion, we will charge an increased sale administration fee.

The Association issues invoices to you in arrears. Therefore, at the point of sale, it is likely that you will be liable to pay for costs incurred during the period up to the change of ownership of your property. Our sales procedure is to make sure that you are correctly invoiced for your period of ownership and to ensure that the necessary funds have either been paid in advance or retained by your solicitors to meet these charges.

Our factoring policy details how we will deal with your account when you are selling your property and also the information that we will provide to you or your solicitor. The policy is available online at www.tollcross-ha.org.uk or on request.

It is very important that you or your solicitor promptly notify us of the completion of the sale, as this will ensure that you are not pursued for payments which relate to a period when you are no longer the owner.

After properties change ownership, the Association will apportion all common charges and bills outstanding and will aim to issue the final account within six weeks but no more than three months of the Association being made aware of the actual date of change in ownership (the date of settlement) unless there is a good reason not to (for example, awaiting final bills relating to contracts which were in place for works and services or the property factor has not been provided with the specified period of notice informing them of the change in ownership).

Communication Arrangements

Customer commitments

We will aim to respond to your letters and emails within five working days. If, for any reason, we are unable to do so, we will inform you of our progress at least every five working days until the matter has been dealt with.

We aim to answer all telephone calls within ten rings. Where we are unable to deal with your enquiry at first contact, we will try to do so within two working days or, where this is not possible, within a timescale notified to you.

Complaints

We are committed to providing high quality customer service and value all opinions expressed by our customers. If something goes wrong or you are dissatisfied with our service, please tell us, as we will use the information to help us improve the way we work. We aim to make it as easy as possible for you to provide feedback, be it good or bad, and we accept compliments and complaints by phone, by email, in writing, in person, or anonymously.

As well as trying to deal with your complaint promptly, we will always tell you who is dealing with the issues that you have raised. We have a two-stage complaints handling procedure that outlines how we deal with complaints:

- we aim to resolve complaints at stage 1 within five working days and within twenty working days for stage 2 complaints
- there is a clear process for any complaints that will take longer to resolve
- we aim to provide clear communication about how we will handle your complaint
- we will record and disclose the level of customer satisfaction and complaints received annually

We will always try to deal with your complaint at stage one. But if the matter needs a detailed investigation we will tell you and keep you updated on progress. If your complaint relates to a service provided by one of our contractors we will handle it the same way.

Stage one: resolving your complaint quickly

For issues that are straightforward and simple, requiring little or no investigation. We will always try to resolve your complaint quickly, within five working days.

Stage two: investigating your complaint

If you are unhappy with our response at stage one and you wish to have your complaint escalated, you must tell us, and we will review your complaint at stage two. If, at the outset, it is clear that a complaint is more complex, sensitive, or needs a detailed investigation, or if there is a specific reason why it cannot be considered at stage 1, we will investigate it as a stage two complaint.

We will acknowledge your complaint within three working days. We will give our decision in writing as soon as possible. This will be after no more than 20 working days, unless there is a good reason for needing more time. If this is the case, we will keep you updated on the reasons why we need more time and how much time we need.

Our complaints handling procedure and complaints handling procedure summary leaflet are both available online at www.tollcross-ha.org.uk or on request.

Once our complaints handling procedure has been completed, if you are still not happy with the outcome of the complaint, you have a final route for having your complaint considered. First, you must inform the Association in writing of the reason why you consider that we have failed to carry out our duties as factor or failed to comply with the Code of Conduct for Property Factors.

You will then be able to contact the First-tier Tribunal for Scotland Housing and Property Chamber, which is an independent tribunal appointed by the Scottish Government to review complaints made against property factors. We will comply with any relevant request from the Housing and Property Chamber to provide information relating to a complaint from a homeowner.

The Housing and Property Chamber's contact details are:

Housing and Property Chamber
First-tier Tribunal for Scotland
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT
Telephone: 0141 302 5900
Fax: 0141 302 5901
www.housingandpropertychamber.scot

The Scottish Public Services Ombudsman (SPSO)

The SPSO does not normally look at complaints about our factoring service, complaints from shared owners or complaints about private residential tenancies. These complaints can be considered by the First Tier Tribunal for Scotland (Housing and Property Chamber), as noted above. However, there are some aspects of complaints that the SPSO

can consider (for example, if you are dissatisfied with how the Association has handled your complaint, or if you are impacted by the actions of the Association).

The SPSO's contact details are:

SPSO
Bridgeside House
99 McDonald Road
Edinburgh
EH7 4NS

(If you would like to visit in person, you must make an appointment first)

Their freepost address is: **FREEPOST SPSO**
Freephone: **0800 377 7330**
Online contact www.spsso.org.uk/contact-us
Website: www.spsso.org.uk

Changing service arrangements or property manager

We aim to provide you with an excellent service which you consider to be value for money and hope that you remain our customer while you own your property. However, we recognise that the choice is yours and, for most customers, the process of changing property manager is fairly straightforward.

In changing Factor to another company, owners are counselled to compare charges in terms of the management fee and all other costs. For repairs and common services, the Association currently re-charges owners exactly what we pay the contractors and do not add an additional uplift to cover costs. Our management fee covers our administrative costs. Whilst we are sure that our fee is competitive, you should check not only the management fee that other Factors levy, but also whether they perhaps charge add-on costs each time a repair or service is carried out. Please do check the small print.

Some owners have asked whether they can self-factor. Again, we will give advice on this. Self-factoring requires owners themselves to do the work of the Factor for example, organise the block insurance policy, organise and pay for repairs, paying for common services etc. We will make clear the responsibilities these arrangements place on individual owners in terms of physically gathering in funds from their neighbours to pay for services, repairs, maintenance and importantly insurance, operating a bank account to manage the property, organising and overseeing contractors, pursuing any reluctant neighbours through legal action who will not pay their way.

If a neighbour is asking you to change to self-factoring and stop having a professional Factor, ask yourself why? From experience, we often find that the person asking about opting out, just doesn't want to pay for the upkeep of the building. Remember, you have no automatic right to revert to our Factoring Services if things go wrong.

You may find a website called "Under One Roof" (www.underoneroof.scot) helpful. The website is for owners of all types of common property and is designed to help you understand your rights and responsibilities.

Section 4 of the Tenements (Scotland) Act 2004 allows you to make decisions about your property. If you are thinking about opting out of some common services or changing property factors and ending your relationship with the Association, please check your Title Deeds which will set out the process you and your neighbours should follow.

Where your Title Deeds are silent, you should apply the Tenements (Scotland) Act 2004, which provides a straightforward process enabling the majority of owners within the block to decide.

Typically, this involves:

- an owner within the block calling a meeting of all the other owners
- attending the meeting to vote for your choice of property manager
- agreeing a date for management responsibilities to be transferred, if the majority of owners vote in favour of the appointment of a new property manager

In most cases, it is straight forward, as long as it is agreed by a majority of the owners within a block or development. You would arrange or ask for a meeting of all property owners (which would include the Association if we own any properties) to discuss your property management options and take a vote.

If the vote is to opt out of a common service or end your relationship with us altogether, you will need to give us no less than 28 days' notice in writing. A majority of owners will need to agree to this decision, unless your Title Deeds say something different. This will give us time to settle any outstanding accounts and terminate any contractual arrangements related to your block. We will require a letter of authority from the majority of owners setting out your instructions and a list of all the information you wish to share with the incoming factor. This will generally include information about the land and property to be factored, as well as owner information, including contact details.

We will work with your new property manager to make the transition as easy as possible. Subject to the Association's data protection policy and wider data protection legislation, we will provide information about your block as requested by your new property manager or as instructed

to provide by the majority of owners, following the timescales for enquiries set out in our Communication Arrangements section.

When there is a change of ownership or termination of the factoring arrangement, we will return any funds due to you once all charges have been applied, less any outstanding debts.

Every owner will be issued an Allpay card when they first become one of our customers. The card contains a unique reference number which allows payments to be made via the Allpay App, website or via PayPoint outlets.

Payment plans can be agreed with any of our finance staff and can be collected by direct debit. If you are interested in setting up a payment plan, please speak to a member of the finance team by calling **0141 763 1317** and selecting the option for Finance.

If you have an existing payment plan in place, we will endeavour to review it following the issuing of any new charges. Should we need to amend your payment plan, we will notify you in writing in advance. However, we would request that you contact us on receipt of a new bill in order to discuss or review your arrangement and ensure it is correct based on the new charges applied and the balance on your account.

Having difficulty paying?

We recognise that customers can, at times, have difficulty paying their bills. Our staff are here to help and can discuss suitable payment arrangements with anyone who is facing financial difficulties.

You can call our office on 0141 763 1317 and select the option for Finance, or email Finance@tollcross-ha.org.uk.

Customers can also obtain debt and money advice locally, by contacting the Tollcross Advice and Learning Centre on **0141 764 1234**. Alternatively, Money Advice Scotland and the Citizens Advice Bureau are also able to advise customers on these issues. Their contact details have been provided in the “useful telephone numbers” section at the end of this document.

Declaration of interest

In buildings with tenants of the Association, we are an owner, landlord, and also the factor. In buildings where the Association has no tenants, we act only as factor.

Unless every flat in your building is privately owned, the Association still has an interest in your building as an owner. This means that we also have rights and responsibilities in terms of looking after and paying for the upkeep of the shared parts of the building.

Withdrawal of factoring services by the Association

In some circumstances, we may have to consider withdrawing some or all of our factoring services and we reserve the right to do so. This may be as a result of non-payment of debt in your block or development.

In these cases, we would write to the affected owners to make them aware of our intention, along with the process and timescales involved. We will give 28 days' notice that we plan to withdraw some or all of our services. If we are withdrawing all of our services, this notice period will give owners time to arrange an alternative factoring provision including building insurance if appropriate.

Equality and human rights

The Association aims to ensure that all employees and customers are treated with fairness and respect and not discriminated against on the grounds of sex, race, marriage and civil partnership, disability, age, religion or belief, gender reassignment, pregnancy and maternity, and sexual orientation. These are the 9 protected characteristics defined in the Equality Act 2010.

Useful telephone numbers

Tollcross Housing Association – Main Office 0141 763 1317

The Association’s Out of Hours Emergency Service 0345 6044 686

Tollcross Advice and Learning Centre 0141 764 1234

National Grid Emergency Number (gas escapes) 0800 111 999

Scottish Power (loss of power) 0845 2727 999

Scottish Hydro (loss of power) 0800 300 999

Glasgow City Council (stairlighting fault) 0800 595 595

Money Advice Scotland 0141 572 0237

Citizens Advice Bureau 0141 554 0004

G-Heat 0800 092 9002

Contact us

You can contact us at our main office:

Tollcross Housing Association
868 Tollcross Road
Tollcross
Glasgow
G32 8PF

Phone: 0141 763 1317

Main Office Email: info@tollcross-ha.org.uk

Finance Department Email: Finance@tollcross-ha.org.uk

Website: www.tollcross-ha.org.uk

Opening Hours

Monday - Thursday	9.00 am - 5.00 pm
Friday	9.00 am - 4.00 pm
Saturday	Closed
Sunday	Closed

**On the 3rd Tuesday of each month,
we close at 12pm for staff training.**

Transparency statement

A copy of our Transparency Statement is available on request or on our website, www.tollcross-ha.org.uk. This also contains the Association's registration details with the Information Commissioner's Office's Data Protection Public Register.

**We can also give you this booklet in other languages and formats
(such as large print, audio, and Braille).**



Property Factor Registered No. 000261

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