Factoring Policy

If you have difficulty with reading this policy, including any difficulties with sight or hearing, or if you require this document translated into another language, please contact us and we will be happy to provide this information in a format that suits your needs.

Last review: October 2025 Next Review: October 2029 Policy Number: H7

Our Vision, Our Values, Our Strategic Objectives

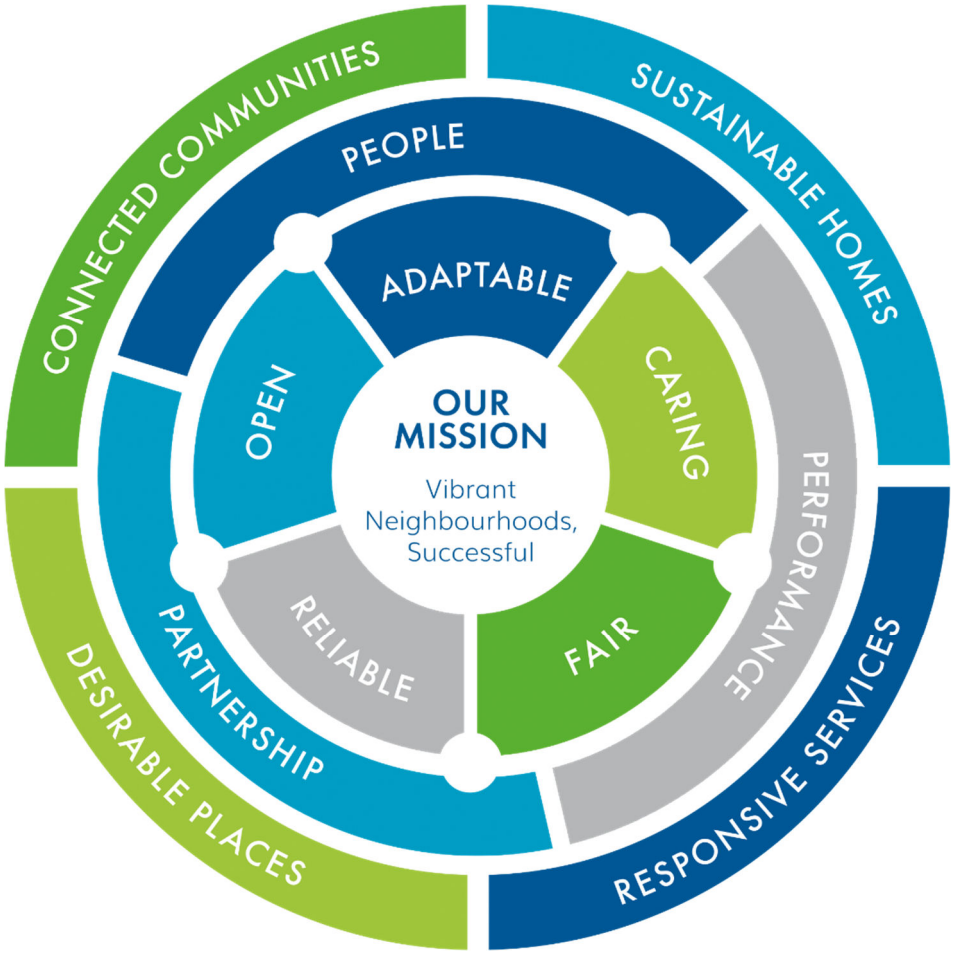
Our Vision

Virant Neighbourhoods, Successful Communities

Our Values

Caring, Reliable, Fair, Open and Adaptable

Our Strategic Objectives



Equality and Diversity Statement

Elderpark Housing are committed to ensuring people or communities do not face discrimination or social exclusion due to any of the following protected characteristics: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion and belief; sex or sexual orientation.

This document complies with our Equality and Diversity Policy.

We will regularly review this Policy and consider any equalities implications taking the necessary action to address any inequalities (either directly or indirectly) that result from the implementation of this Policy.

Executive Summary

Policy Author

The Director of Housing and Customer Services, in consultation with the Director of Finance and Corporate Services and the Director of Maintenance and the Housing Services Officer has developed this policy and the accompanying written statement on behalf of the organisation.

Purpose of the Policy

This policy sets out the legislation and guidance that the Association has taken into account as part of the review of the Factoring Service. This is demonstrated by the Written Statement which outlines how we offer a transparent factoring service to owners. The purpose of which is to maintain the fabric of the building and common arears to a high standard and promote a safe and secure environment.

Aims and Objectives of the Policy

A main objective of this policy is that the factoring service adheres to the Code of Conduct for Property Factors. Other internally focused objectives include:

- Maintain accurate information and utilise the capacity of our I.T system to help provide an effective service.
- Account clearly for monies held on behalf of owners including advance payments and sinking funds.
- Take appropriate action to recover all monies due.
- Provide owners with the opportunity to participate in the Association's decision-making process in relation to factoring or wider community development initiatives.
- Provide owners with benefits of having a factor who is also a community based social landlord.

Legislative and Regulatory Compliance

The Association's Factoring service will conduct its business in a manner that complies with relevant legislation. This includes;

- The title Conditions (Scotland) Act 2003
- The Tenements Scotland Act 2004 – The Tenement Management Scheme
- The Housing (Scotland) Act 2006, 2016, and 2001/2010
- The Property Factors (Scotland) Act 2011 – The Code of Conduct

Equalities

Elderpark Housing will ensure there is a consistent approach in promoting equality and diversity across all areas and this policy will be administered in accordance with the Equalities and Diversity Policy.
It is our conscious consideration that the implementation of this proposed policy will not have a negative impact, or in any way lead to discrimination, of the protected characteristic groups as identify in equality legislation.

Privacy

This document fully complies with General Data Protection Regulations (2018) and will be published on our website to ensure transparency.

Related Policies

Policy Title	Location
Standing Orders Policy	Standing Orders Policy
Complaint Handling Policy	Complaints Handling Policy and Procedure
Procurement Policy	Procurement Policy
Equality, Diversity & Inclusion Policy	Equality, Diversity and Inclusion Policy
Estate Management Policy	Estate Management Policy
Planned & Cyclical Maintenance Policy	Planned and Cyclical Maintenance Policy

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1 Introduction

This policy sets out the legislation and guidance that the Association has taken into account as part of the review of the Factoring Service. This is demonstrated by the Written Statement which outlines how we offer a transparent factoring service to owners.

2 Purpose of the Policy

2.1 The purpose of which is to maintain the fabric of the building and common arears to a high standard and promote a safe and secure environment.

2.2 The principles of the service mirror both the values of Elderpark, of being community focussed and offering modern services based on trust and partnership. This links in with the Code of Conduct for Factoring which emphasises the need for accurate record keep, being transparent, adhering to legislation, and having good communication which is open and transparent.

3 Aims and Objectives of the Policy

3.1 Below are the overarching standards of practice that property factors should apply in carrying out their work, as specified in the Code of Conduct. They also represent the aims and objectives of this policy which are;

- You must conduct your business in a way that complies with all relevant legislation.
- You must be honest, open, transparent and fair in your dealings with homeowners.
- You must provide information in a clear and easily accessible way.
- You must not provide information that is deliberately or negligently misleading or false.
- You must apply your policies consistently and reasonably.
- You must carry out the services you provide to homeowners using reasonable care and skill and in a timely way, including making sure that staff have the training and information they need to be effective.
- You must not unlawfully discriminate against a homeowner or prospective homeowner because of their age, disability, sex, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, race including colour, nationality, ethnic or national origin, religion, belief or sexual orientation.
- You must ensure all staff and any sub-contracting agents are aware of relevant provisions in the Code and your legal requirements in connection with your maintenance of land or in your business with homeowners in connection with the management of common property.
- You must maintain appropriate records of your dealings with homeowners and prospective homeowners. This is particularly important if you need to demonstrate how you have met the Code's requirements.
- You must respond to enquiries and complaints within reasonable timescales and in line with your complaints handling procedure.

- You must not communicate with homeowners in any way that is abusive, intimidating or threatening.
- You must ensure you handle all personal information sensitively and in line with legal requirements on data protection.

3.2 Other main objectives of the Policy include;

- Maintain accurate information and utilise the capacity of our I.T. system to help provide an effective service.
- Account clearly for monies held on behalf of owners including advance payments and sinking funds.
- Take appropriate action to recover all monies due.
- Provide owners with the opportunity to participate in the Association's decision-making process in relation to factoring or wider community development initiatives.
- Provide owners with benefits of having a factor who is also a community based social landlord.

4 Legislative and Regulatory Compliance

4.1 The Association's Factoring service will conduct its business in a manner that complies with relevant legislation. This includes;

4.2 The main statutory Legislation which applies to Property Factoring is detailed below

- The title Conditions (Scotland) Act 2003
- The Tenements Scotland Act 2004 – The Tenement Management Scheme
- The Housing (Scotland) Act 2006, 2016, and 2001/2010
- The Property Factors (Scotland) Act 2011 – The Code of Conduct.

4.3 Compliance with guidance includes;

- The Scottish Social Housing Charter. This contains 16 outcomes and standards that social housing landlords housing landlords should aim to achieve. The standards that relate to Factoring include;
  1. Equalities 2. Communication 3. Participation & 13. Value for Money
- The Scottish Government Revised Code of Conduct for Registered Factors, (applied from 16/08/2021). Property Factors (Scotland) Act 2011: Code of Conduct for Property Factors

4.4 Other legislative and regulatory compliance relating to the policy are:

- The Equality Act 2010.
- Data Protection Act 2018.
- The General Data Protection Regulations 2018.
- The Construction, Design and Management Regulations 2015 and Health and Safety at Work Act 1974.

- The Control of Asbestos at Work Regulations 2002.
- Legionella: The Approved Code of Practise.
- The Occupiers Liability (Scotland) Act 1960.
- Freedom of Information (Scotland) Act 2020.

5 The Service Provision and the Written Statement

5.1 The Written Statement complies with the Code of Conduct which sets out minimum standards to encourage transparency in the way that Elderpark, as a property factor conducts its business with homeowners.

5.2 The written statement is a simple, structured document which outlines the terms and service delivery standards of the arrangements in place between Elderpark and homeowners. In the event of a hearing at the First-tier Tribunal for Scotland Housing and Property Chamber, Elderpark will be expected to demonstrate how our actions compare with their written statement of services and this needs to comply with the requirements of this Code of Conduct

5.3 The written statement is a procedural document which demonstrates compliance with the Code of Conduct and has regard to the aforementioned legislation and guidance. Details of the headings covered in the Written statement are detailed in Appendix 1.

6. Implementation and Responsibility

6.1 The Management Committee, in its formal approval of the Policy, accepts full responsibility for the policy and ensures its implementation.

6.2 The Director of Housing and Customer Services will register with the Property Factor as the responsible/relevant person acting for the factor. They must complete a Fit and Proper Person Declaration and will oversee to ensure that the factoring service complies with the Code of Conduct.

6.3 Compliance of the policy is dependent on strong interlinked working relationships and ensuring that factoring considerations are taken into account when reviewing policies

6.4 Staff will be appropriately trained and familiar with duties and requirements imposed by the code of Conduct and have the knowledge required to provide a high-quality factoring service.

6.5 The roles of staff are set out in the Written Statement, Point 11. Roles and Contact Details of Key Staff. These staff have a responsibility to ensure that the policy and the written statement is applied as instructed.

7. Owner Occupiers and our Community Ethos as a Registered Social Landlord

7.1 Elderpark values include "Community" in that we are more than a landlord and care about the bigger picture. We therefore wish to offer owners' additional services which will help support the wider community. This includes:

- Offering welfare rights services to owners.
- Encouraging and welcoming owners as members of Elderpark Housing. Promoting community development opportunities to owners.
- Offering Mortgage to Rent as a housing option, subject to government conditions.
- Where appropriate, seek funding for owners to help maintaining the fabric of their building.

8. Monitoring of the Policy

8.1 The implementation and review of policy and practise will be carried out by:

- The Policy and procedures will be audited as determined by our Internal Audit Process, the outcome of which, will be reported to the Management Committee
- Review the written statement based on customer feedback and complaints, best practise updates and decisions of the First-tier Tribunal.
- Ensure good communication between the Housing, Maintenance and Finance & Corporate Services Teams
- Staff attending training and conference on Factoring

9. Reporting on Outcomes

9.1 The following areas will be subjected to monitoring on a regular basis and reported to the Management Committee, or sub-committee on an annual basis:

- The level of customer satisfaction through customer feedback, satisfaction surveys and analysis of complaints procedures.
- The level of factoring arrears.
- The outcome of consultation on proposed increases in factoring fees, if greater than Retail Price Index.
- Benchmarking of average management fees and satisfaction rates with Scottish Housing Regulator published data.
- Any other applicable key performance indicators.

9.2 Any matter which demonstrates a serious failure in internal controls will be reported immediately to the Chief Executive.

10. Complaints

10.1 The procedure for complaints in detailed in Appendix 1 in the Written Statement

11. Publicity

11.1 The policy will be available on Elderpark Housing's website under owners/Factors' Responsibilities/Related Policies.

12. Policy Review

12.1 The policy will be reviewed every 3 years or as required due to changes in guidance or legislation.

Appendix 1 Equality Impact Assessment

Name of Policy to be assessed	Factoring Policy	**New policy or revision of existing?**	Revision
Person(s) responsible for assessment		Helen Rowan	
1. Briefly describe the aims, objectives and purpose of the policy.	This Policy is a key document within the Association and its aims and objectives are to: • Sets out the legislation and guidance that the Association has taken into account in the development of the Factoring Service. • Provides transparency within the factoring service. • Adhere to the Factoring Code of Conduct. • Provide Owners with the benefits of being factored by a community based Housing Association.		
2. Who is intended to benefit from the policy? (e.g applicants, tenants, staff, contractors)	The policy will benefit Owner Occupiers ensuring high service levels, and the upkeep of Communal Areas, by a not-for-profit association.		
3. What outcomes are wanted from this policy? (e.g the measurable changes or benefits to members/ tenants / staff)	The outcomes of this Policy are: • To give clear guidance to staff and Owners on the Factoring Service, ensuring that it is compliant with the existing legal provisions and best practice guidance.		
4. Which groups could be affected by the policy? (note all that apply)			
Age	✓	**Disability**	✓
Gender reassignment	✓	**Marriage and Civil Partnership**	✓
Pregnancy and Maternity	✓	**Race**	✓
Religion or Belief	✓	**Sex**	✓
Sexual Orientation	✓		
5. If the policy is not relevant to any of the equality groups listed above, state why and end the process here.			
The Factoring policy affects all owners and groups.			
6. Have those affected by the policy / decision been involved?			
Owner are notified of Policy changes through newsletters and our website. Our Policy is available on our website is available for perusal.			
7. Describe the likely positive or negative impact(s) that the policy could have on the groups identified above.		**Positive Impact(s)**	**Negative Impact(s)**
		None	None
8. What actions are required to address the impacts arising from this assessment? (This might include: additional data, putting monitoring in		n/a	

place, making adjustments, taking specific action to mitigate any potentially negative impacts)	

Signed:	Helen Rowan
Dated:	19/09/2024

Appendix 2 GDPR Impact Assessment

Name of Policy to be assessed	Factoring Policy	**New policy or revision of existing?**	Revision
Person(s) responsible for assessment		Helen Rowan	
Briefly describe the aims, objectives and purpose of the policy.	This Policy is a key document within the Association and its aims and objectives are to: • Sets out the legislation and guidance that the Association has taken into account in the development of the Factoring Service. • Provides transparency within the factoring service. • Adhere to the Factoring Code of Conduct. • Provide Owners with the benefits of being factored by a community-based Housing Association.		
Which type of data will be used by implementation of this policy? (e.g. personal, sensitive or special category)	Personal and Commercial data is used through implementation of this policy.		
What outcomes are wanted from this policy? (e.g. necessary to meet legal obligations)	To ensure that the factoring service is carried out within the bounds of current legislation and the code of conduct.		
Which groups could be affected by the policy? (note all that apply)			
Tenants/Owners	✓	**Committee**	
Employees		**Contractors**	✓
If the policy is not relevant to any of the data groups listed above, state why and end the process here.			
Have those affected by the policy / decision been involved?			
Our factoring policy is available to peruse through our website.			
Describe the likely positive or negative impact(s) that the policy could have on the groups identified above.		**Positive Impact(s)**	**Negative Impact(s)**
		None	None
What actions are required to address the impacts arising from this assessment? (This might include additional data, putting monitoring in place, making adjustments, taking specific action to mitigate any potentially negative impacts)		n/a	
Signed:		Helen Rowan	
Dated:		19/09/2025	

ELDERPARK HOUSING

Factoring Service

Written Statement

Service Level Standards

Written Statement – Service Level Standards

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Introduction

This is the Written Statement of Service for the provision of a factoring Service by ELDERPARK HOUSING ASSOCIATION LIMITED, REGISTERED UNDER THE Cooperative and Community Benefit Societies Act 2014 (Registered Number SP1840R(S)0 being a recognised Scottish Charity (Charity Number SCO32823) and Registered Property Factor (Property Factor Registered Number PF000197), Registered with the Information Commissioner's Office's Data Protection Public Register (IOC Registered Number Z5468445) having its Registered Office at 65 Golspie Street, Glasgow, G51 3AX. We 'Elderpark Housing Association' are referred to as "the Association" in this document.

We want to be Glasgow's most transparent and open Factor. The vision for our factoring service mirrors that of the rest of the services we provide. Elderpark Housing will lead the way in delivering outstanding customer service and great places to live.

This Written Statement is not a legal document but outlines the service delivery standards you would expect from us and aims to explain how decisions are made.

In compliance with the expectation of the First-tier Tribunal for Scotland Housing and Property Chamber, we aim to demonstrate how our actions compare with our written statement of services and in doing so comply with the Property factors Code of Conduct. **Information on this code can be found on** https://www.gov.scot/publications/property-factors-scotland-act-2011-code-conduct-property-factors/

A copy of the latest written statement of services is available on request by a homeowner and can be viewed on our website. Changes resulting from a review of the written statement will be indicated or separately noted in a 'summary of changes' document attached to the revised version.

1 Our Authority to Act as a Factor

1.1 **How the Association Became your Factor.**

Please refer to Schedule 1, Part 2, annexed for details of how the Association became your factor.

2 Core Services

2.1 **Overview**

The Association will provide the core services set out in Schedule 1, Part 3, annexed. The Association will have no liability for any failure to instruct repairs on its own initiative following a visit to a property and the block of which it forms part.

The charges for core services are detailed in your quarterly invoices.

2.2 **Delegated Authority**

Elderpark Housing Association has the delegated authority of the owners within the block to instruct and carry out the core services which include repairing and maintaining the common areas and organising buildings insurance.

Authority is commonly described as repairing and maintaining the common area and organising building insurance.

The association's authority to carry out all repair work without your consent is capped and this delegated authority is designed so that common repairs can be completed with timescales, minimise costs and prevent further damage.

The cap is currently £1000 per block. This is based on anticipated cost, and the sum can be reviewed annually in consultation with residents.

The Association may instruct works above the cap without consultation if the works are required in an emergency or if it considers them justified on the grounds of health and safety compliance. In these circumstances, the Association shall recover the costs of that work in terms of Part 4 of the Schedule annexed. Where remedial work is required under these circumstances and/or if a specialised contractor is required then work will be instructed without obtaining alternative quotes using our appointed contractors, for example remedial work to smoke dispersal systems.

The Association will not provide homeowners with notification of repairs or updates regarding the progress of common repairs works, including estimated timescales for completion unless the cost threshold for the works exceeds our delegated authority.

If emergency works are instructed the Association will notify the owners of the works as soon as possible after the works have been instructed.

2.3 **Additional Services**

Works in excess of Delegated Authority

The Association may provide services out with the core services as set out in Part 3 of the schedule annexed if it is authorised by the owner-occupiers within the block or development to do so in accordance with the provisions of your title deeds. The consultation process will be followed: All owners are required to provide up to date email and mobile phone numbers to enable the Association to carry out paperless surveys and consultations whenever appropriate to do so. Owners who do not have access to email or smartphones should make us aware of this in order to be included in the process. When consulting on repairs where the Association has the majority share paperless consultation will be used. When consulting on repairs where the Association does not have the majority share paperless consultation will be used where appropriate with paper versions being made available to owners who have advised us that they do not have access to email or smart phones, or, paper

consultations will be carried out. In all decisions where the Title requires it, a meeting or ballot will take place. The cost of such additional services 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 in accordance with Part 4 of the schedule annexed of this Agreement.

If the anticipated costs of an additional service exceed £1000 the Association will seek out quotations. The procedure for quotation is that:

- Where the anticipated costs exceed £1000.00 but are less than £5000.00 two quotations will be obtained.
- If the cost exceeds £5000.00 the Association will obtain three quotations.

2.4 **Major Works**

The Association may provide major works services including replacement and improvement (i.e. works not set out in core services) if it is authorised by the owner-occupiers within the block to do so all in accordance with the provisions of your title deeds. This work is not covered by the Management Fee.

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

If the anticipated costs of an additional service exceed £1000 the Association will seek out quotations. The procedure for quotation is that:

- Where the anticipated costs exceed £1000.00 but are less than £5000.00 two quotations will be obtained.
- If the cost exceeds £5000.00 the Association will obtain three quotations.

Please refer to the consultation process as detailed in 2.3 above.

For more information follow the link to.

https://elderpark.org/wp-content/uploads/2024/02/G28-Procurement-Policy.pdf

2.5 **Timetable for service delivery**

Below is a timetable of the list of services

- Any changes in factored property or land in management will be reported to the Scottish Government's Property Factor Register annually by 30th June. You can search this register by following this link https://www.propertyfactorregister.gov.scot/PropertyFactorRegister/
- Issue a summary of the block insurance to owners by the 30th of June each year.

- Conduct a survey of owners by 31st March each year.
- Review the Factoring fee annually in January / February
- Provide a program of cyclical repairs, annually by the 31st March

2.6 **What do we do for your management fee?**

The management fee pays for providing core services to our customers such as:

- New development set up, such as IT, the share of costs and deed of conditions
- Identifying all work required to common areas by quarterly site visits by the Estate Management Co-Ordinator to all flatted accommodation and estates.
- Instructing works covering landscaping, day to day repairs, cyclical maintenance, and major improvement work
- Liaison with owners over their adherence to clauses in the deed of conditions.
- Dealing with nuisance complaints from owners and about owners and their tenants
- Tendering for contracts and monitoring that contracts are carried out satisfactorily, with 5% post inspections being carried out. Procurement Policy - Elderpark's aim in its procurement approach is to provide a high quality, fit-for-purpose procurement Service which will provide best value for the association and to support in the delivery of its corporate aims and objectives.
- Our procurement activities are intended to ensure our compliance with the following statutory guidance and regulations:
- Procurement Reform (Scotland) Act 2014
- The Public Contracts (Scotland) Regulations 2015
- The Procurement (Scotland) Regulations 2016
- Guidance under the Procurement Reform (Scotland) Act (Scottish Government, March 2016)
  https://elderpark.org/wp-content/uploads/2024/02/G28-Procurement-Policy.pdf
- Dealing with specific queries from residents about the nature or standard of works and their accounts. This includes providing copies of invoices (however charges can be made if an owner makes repeated requests)
- Processing payments of works and contractor's invoices including a share for consultation fees
- Issuing quarterly invoices
- Collecting and accounting for payments.
- Debt collection action against non-payers or late payers, including letters, phone calls, home visits.
- Offering owners money advice from our Financial Inclusion Officer
- Arranging building insurance cover. Liaison with insurance companies regarding any claims and overseeing remedial work.
- Producing leaflets, written statements, and quarterly newsletters, and holding ad hoc meetings, and conducting an annual survey.
- Where possible provide information on building control warranties and building guarantee warranties.

3. Financial Arrangements

3.1 How Are Common Costs Shared?

You are responsible along with the other owners in the block for a share of the maintenance and repairs carried out in relation to the block. We allocate the cost of the works based on a percentage as set out in your Deed of Conditions. This is known as your share of costs and the percentage you pay is detailed in the invoice, which we send you each quarter. Part 4 of the schedule annexed details the share of the common charges payable by you for your property. All charges, assessments, and outgoings for water, electricity, fuel, telephone, and public or statutory utilities payable in respect of the common parts of the block will be charged as per your title deeds and in accordance with Part 4 of the Schedule annexed.

If the Association agrees to undertake additional works/services or carry out work that 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 written notification.

Where the Association has been unable to recover the cost of any major works from an owner(s) in a block the Association may seek to have a repayment charge registered over the property utilising the 'missing share power' provided in the Tenements (Scotland) Act 2004 and the Registered Social Landlords (Repayment Charges) (Scotland)Regulation 2018.

3.2 The Management Fee and Core Service Charges.

The management fee pays for the staff time to perform all the services listed in section 2.1 under the heading Services Provided. It also covers overheads. Part 5 of the Schedule annexed sets out the current Management Fee.

The fee is worked out so that the Association can cover our costs. We do not make a profit out of providing this service. We review our management fee annually between January & February. When reviewing the fee, we take into account a number of factors, which include staff overheads, business expenditure, inflationary pressure on costs, and comparisons with other factors. **If the reviewed management fee increases by more than RPI, at the review date, we will consult with you before implementing any change. A report on the consultation will be presented to our committee before making a final decision. You will be notified no later than July that the Management Fee has increased from 1st April, each year.**

The Management Fee is set at two rates. Houses pay 75% of the rate set for flatted accommodation. This reflects that although many of the costs are fixed, houses do not receive the same level of repair work as flatted accommodation.

The service charges for core services vary depending on the type of property you live in. We bill you your share of the costs based on what the contractor has charged us for doing the work. Pricing of work is based on contractual arrangements, which have been negotiated with various contractors. These contractual arrangements apply equally for both factored and rented accommodation.

3.3 **Floats and Sinking Funds**.

The Association does not operate a float to pay for core services and repairs. Instead, we pay upfront for your repairs and services, and you reimburse us by paying your quarterly invoice on time. This arrangement benefits owners in that there is continuity of service delivery. Owners are not dependent on whether their neighbour has paid a float in order to receive these services.

We operate a sinking fund for the block at 1 Clynder Street: please refer to Part 6 of the Schedule annexed if you own a property at 1 Clynder Street.

3.4 **Billing procedures**

We issue by post or email clear, itemised invoices for the previous quarter within 4 weeks of the period ends as follows:

Quarter		*Invoices sent by*
1	1st April - 30th June	31st July
2	1st July - 30th September	31st October
3	1st October - 31st December	31st January
4	1st January - 31st March	30th April

The quarterly invoice will detail repairs and services specific to your property, building insurance, and a management fee. A description of the repairs, the total costs of the repair, the percentage you pay, and your actual share of the costs are detailed in our invoice. The invoice will also detail the balance on your account. Should you have a query about any charges please contact our main office.

When there is an agreement to do large improvement works, we may require payment in advance. Such monies are held in trust until the work is complete.

All owners are issued with a cyclical maintenance plan of anticipated works by 31st March each year. This includes anticipated costs. The cost for cyclical work, like all factoring charges, can be paid monthly by direct debit. This is based on an estimate of future costs.

3.5 **How to Pay**

Payment is due within 14days of receipt of the invoice. We offer a variety of payment options to suit our customers' needs:

- **All pay swipe cards At Post Office or Pay-point**
- **Bank Transfer (BACS)** Our account details are noted at the bottom of the factoring quarterly invoices. **Please quote your payment reference number on your payment.**
- **Direct Debit**
  You can set up a direct debit, which can be set up weekly, fortnightly, or monthly and based on what your anticipated costs will be. Whilst the Association will endeavour to review direct debit contributions on an annual basis you should note that it is the responsibility of each owner to ensure that their monthly direct debit contribution is sufficient to cover ongoing costs and any outstanding balance. Owners will be notified in advance of any proposed changes to payments. We reserve the right to pursue outstanding balances through our debt recovery process if our monthly payments are not sufficient to cover costs.

• On-Line Using a Debit or Credit Card at www.allpay.net.

• By Phone via Allpay on 0844 5578321.

• By phone to our office 0141 440 2244

3.6 **Debt Recovery Procedures**

We take a firm, but sensitive approach to arrears recovery. We aim to minimise debt to ensure maximum benefit to all.

Our policy is available online at http://www.elderpark.org/owners/ You are obligated to pay your quarterly bill within 14 days. If you fail to pay your bill on time we will remind customers of their outstanding balances.

For those experiencing difficulty paying their bill, they should contact the main office as soon as possible to discuss paying by instalment. As part of our service, we offer a welfare rights advice service provided by our Financial Inclusion Officer. Other money advice services, such as advice and help with heating costs, can be signposted through this service. To arrange a confidential meeting contact the main office for an appointment.

There are additional charges for persistent non-payers. We charge a £20.00 late payment fee, to cover the cost of managing late payments for those who **have failed to clear their account before the issuing of the next quarterly invoice.** We reserve the right to apply this late payment notice if we need to issue more than one reminder and it will be recorded on your next bill.

If you are struggling to pay you must contact us immediately to avoid further action being taken against you. If debts remain unpaid, we will take court action where

appropriate. We will seek to recover the cost of that action from owners if court action is required.

We will also take steps to register a Notice of Potential Liability for any outstanding factoring costs where an owner has a debt of over £250 and has failed to engage with us and come to an acceptable repayment agreement, or, for debts over £500, and will seek to recover the cost of that process from owners. The estimated cost of that process is in the region of £175-200. If owners, then settle sums due and a discharge of that Notice is required the cost of the discharge will also have to be met by the owner (estimated cost is £175-200).

4. Communication Arrangements

4.1 **Dispute an Item on your account.**

If you are disputing any item on your account, you should call our office to discuss the matter. We may request that you withhold the payment until the matter has been resolved however all other items should be paid in full.

4.2 When you write to us or email us, we will:

- Respond within 3 working days
- Acknowledge your correspondence within 5 working days if a full response is likely to take longer (for example, to obtain further information)
- Issue an automated out-of-office response during periods of absence, which will state when staff are due to return.

When you telephone us, we will:

- Answer all telephone calls promptly
- Deal with all enquiries immediately, but where this is not possible, we will call back within 3 working days, or at an agreed time.
- Ensure that when offices are closed, an answerphone or message service will be in operation.
- Respond to any messages left on our voicemail within one working day or within the timescale specified during a period of absence.

Our normal office opening hours are:

Monday	9.00 – 5.00
Tuesday	9.00 – 5.00
Wednesday	1.00 – 5.00
Thursday	9.00 – 5.00
Friday	9.00 – 4.00

4.3 **Accessing Information**

The following information and procedures can be located on our website https://elderpark.org A paper copy of the information will be available on request.

- Debt Recovery Procedure
  H7-Factoring-Policy
- Complaints Handling Policy and Procedure
  https://elderpark.org/wp-content/uploads/2024/05/Complaints-Handling-Policy-and-Procedure.pdf
- Privacy Notice
  Privacy Policy - Elderpark Housing
- Registration details with the Information Commissioner's Office's Data Protection Public Register – Z5468445
- Consultation Procedure - See Section 2.3
- Procurement Policy - Elderpark's aim in its procurement approach is to provide a high quality, fit-for-purpose procurement Service which will provide best value for the association and to support in the delivery of its corporate aims and objectives.
  Our procurement activities are intended to ensure our compliance with the following statutory guidance and regulations:
  - Procurement Reform (Scotland) Act 2014
  - The Public Contracts (Scotland) Regulations 2015
  - The Procurement (Scotland) Regulations 2016
  - Guidance under the Procurement Reform (Scotland) Act (Scottish Government, March 2016)

  https://elderpark.org/wp-content/uploads/2024/02/G28-Procurement-Policy.pdf

  Please contact us if you require a hard copy of any documents.

4.3 **Complaints**

We welcome your views and complaints about the service. This helps us to improve what we aim to provide. It is easy to let us know what you are unhappy about. You can do this by phone, online, or in person. We would prefer to have your complaint in writing but are happy to receive complaints in any format. We will try to deal with your complaint as promptly as possible as detailed below.

- We aim to resolve complaints within 5 working days.

- Should we need more time to investigate your complaint; a named officer will agree to a course of action with you and keep you informed. We aim to complete the investigation within 20 days. On the rare occasion, it takes longer to investigate a complaint we will seek your agreement to extend the timescale.

  Copies of the Complaints Handling Policy and Procedure are available online, at www.elderpark.org or at our offices at 65 Golspie Street, G51 3AX.

If you are still not happy with the outcome of our internal complaints procedure, you can complain to the First Tier Tribunal. This is an independent group set up by the Scottish Government to review complaints against property factors. Their contact details are https://www.housingandpropertychamber.scot/ Glasgow Tribunals Centre, 20 York Street, Glasgow G2 8GT, 0141 302 5900. **Note that the First Tier Tribunal will only accept complaints after the Housing Associations Complaints Procedure has been exhausted.**

The Association's registration number is Property **Factor Registered No: PF000197. We will take reasonable steps to ensure that our Property Factor registered number is included in documents sent to homeowners.**

We will comply with any relevant request from the Homeowner Housing Panel to provide information in relation to an application from a homeowner. The Homeowner Housing Panel does not deal with complaints from non-residential owners. If a commercial owner is unhappy with our decision regarding a complaint, they can have the matter heard independently by the Scottish Public Sector Ombudsman.

Any decision by the First-tier Tribunal regarding our compliance with the Code will be publicly available on our website. Such decisions can be found on their website, https://www.housingandpropertychamber.scot/

4.4 Responding Promptly To Your Queries

Our officers are very visible within your estate or street, and staff are happy to respond to issues or questions when you meet them.

In relation to written requests, we aim to acknowledge and /or respond to written queries and emails within 5 working days. Should the query require investigation a full response will be made within 14 days.

We will endeavour to return telephone calls by the end of the next working day.

4.5 How we manage your data

Elderpark 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.

Information about Elderpark's, Privacy Policy, Fair Processing Notice, Data Sharing Agreement Data Protection Addendum and Data retention Periods can be found by following this link, https://elderpark.org/

We will survey owners using a digital format and therefore will seek to collect information such as smart mobile phone numbers and email addresses.

5. Declaration of Interest

We aim to be transparent in our contractual arrangements and declare if we have financial or other interests in the property we manage.

5.1 **Does Elderpark HA Have any interest in Your Tenement Block or Estate.**

Please refer to Part 7 of the Schedule annexed to find out what interest the Association has in your block or estate.

5.2 **Building Contractors and Insurance.**

In relation to appointing building contractors the Association:

- Receives no fee, commission, or benefit from appointing a contractor, with the exception of Community Benefit clauses.
- Has no financial or other interest with any appointed contractor.
- We will pursue the contractor or supplier to remedy any inadequate work or service.
- Documentations relating to any tendering process are available on request (excluding any commercially sensitive information).

In relation to procuring and charging building insurance. No charges are levied to homeowners concerning procuring or administrating insurance cover and the Association receives no fee or benefit from the company providing the insurance cover.

The building reinstatement values are ascertained annually in line with the current RCIS (Royal Chartered Institute of Surveyors) rebuilding cost index.

6. Changing Your Factor

6.1 We believe we offer you value for money and a professional service. However, if you want to consider changing your property factor, you need to follow the process as set out in your title deeds. Before embarking on this process check out what it says in your Deed of Condition.

6.2 In the event that the title deeds do not hinder you from changing your factor, you can ask for a meeting of all property owners to discuss your property management options. At this meeting, we will

- Agree what information we may share with the new, formally appointed, property factor (subject to data protection legislation) and any other implications for homeowners.
- Signpost you to any relevant legislation for example the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004.

- Organise a vote for your choice of property factor.
- Should you appoint a new factor agree a date for the management responsibilities to pass to them.

6.3 If homeowners or Elderpark HA decides to terminate their factoring arrangement, we will provide homeowners with financial information relating to their accounts 3 months after the termination date unless there is a good reason not to (for example awaiting final bills relating to contracts that were in place for works and services).

6.4 Refund all funds due to homeowners (less any outstanding debts) automatically at the point of settlement of final bill following a change of property factor.

6.5 For the purpose of instructing the Association on factoring matters, each owner in the block shall usually have one vote for each property owned by them. 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.

6.6 If factoring services transfer to another factoring company, we will liaise with the newly appointed factor concerning all relevant information, provided they have been formally appointed in line with the Title Deeds and we are able to do so in line with GDPR. This process may require letters of authority from the majority of homeowners to confirm their instructions on the information they wish to be shared.

7. Change of Ownership

7.1 Each owner shall ensure their solicitor notifies the Association of any changes in ownership of their property. On receipt of notification of such sale, the Association will liaise with the seller's solicitor and arrange to apportion the charges upon completion. A sale administration fee of £45 (subject to annual review) will be applied to the seller's final factoring invoice to reflect the additional administration involved in this process.

7.2 In cases where a property changes ownership, Elderpark Housing must return any funds due, (less any outstanding debts). We will provide homeowners with financial information relating to their accounts 3 months after the termination date unless there is a good reason not to (for example awaiting final bills relating to contracts, which were in place for works and services). This is conditional on the homeowners providing us with **4 weeks' notice of the pending change in ownership.**

7.3 The expected month of the final invoice issue will be confirmed to the sellers' solicitor within the written correspondence. We will ask that the solicitor acting in the sale retain an appropriate sum to meet the final invoice.

7.4 Final factoring invoices will be issued to the sellers' solicitor for settlement and will include the Sale Administration Fee and any refund due. If the final invoice should not be issued to the seller's solicitor, this should be confirmed in writing, and the correct forwarding address should be provided.

On request, Elderpark HA has a written procedure for dealing with refunding advance payments made as a result of a change of ownership.

8. Private and Commercial Letting

8.1 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. It is the responsibility of each landlord to ensure we have adequate contact details on file and the correct forwarding address for all invoices and correspondence. Failure to provide this could result in important information being missed and factoring debt accumulating.

9. Repair Service

9.1 You can report a repair by the following methods by:

- On our Website https://elderpark.org/your-home/repairs-improvements/report-a-repair/
- Telephoning 0141 440 2244
- Visiting our office at 65 Golspie Street, Glasgow, G51 3AX.

9.2 Elderpark tenants and staff can also report common repairs. Repairs are dealt with depending on the nature of the repair as follows:

Common Day-to-Day Repairs

Repairs relate to the common parts of the property, which are outlined in your title deeds. In flats, this often includes the roof, the close, the backcourt, common boundaries, and the tenement structure.

Emergency Repairs

If in our opinion work is necessary for the safety/health of the occupiers and the public, or to safeguard the integrity of the building, we will authorise the required

works. If we think the anticipated costs will exceed £1000.00, we will notify you as soon as practically possible.

Programmed or Cyclical Repairs

Based on common inspections we will send you a cyclical maintenance program to ensure that the common areas are maintained to a good quality, which will ensure sustainable housing. Any Consultation will be carried out as per the title deeds.

Access to Attics, Roof Spaces, Electrical Cupboards

On occasions where Owners hire contractors to do private works which require access to these areas' keys can be collected from and returned to our office at 65 Golspie Street by the contactor only. Keys will not be given out to owners due to health and safety concerns and to prevent accidental or malicious damage.

Wayleaves

Wayleaves provide consent to contractors such as fibre providers to work within common closes to install cabling. The Association does not manage the process of acquiring wayleaves for Owners. The procedure for Owners wishing to install, for example, Fibre/Wi-Fi/Internet is as follows: The service provider is required to engage with all owners in the building to seek requisite authority. Evidence of a wayleave needs to be provided to the Association by contractors before seeking keys to access the building to carry out work. This will ensure that all owners agree before contractors are given access to the building. The Contractors are required to make an appointment with our office in advance to collect keys, this allows wayleaves to be checked before keys are issued.

10. Building Insurance

10.1 One of our legal responsibilities as your factor, as set out in your title deeds, is to arrange building insurance. Where insurance is in place, owners will receive an annual Summary of Cover, which provides for full reinstatement, and an individual insurance certificate which includes the premium at renewal. Where insurance is provided by the Association, the rates are subject to regular competitive tendering and are reviewed annually. A copy of the current Buildings Insurance Policy Summary is appended at Schedule 1, Part 8, which provides details of the insurer, any excesses which apply, and a summary of the policy information for property cover.

10.2 Full details of the insurance are available on request. The insurance cover will insure against prescribed risks, such as fire or flood (see section 18 of the Tenements (Scotland) and the Tenements (Scotland) Act 2004 (Prescribed Risks) Order 2007 (SSI 2007). Your building insurance is included within the Association's block policy, which also covers our rented accommodation. As this is Block insurance covering all the Association's property, we will only consult owners on any substantial change to the cover provided by the policy, if it relates specifically to homeowners. Any changes to

the insurance cover/premium/policy excess etc. will be communicated to you in writing on an annual basis.

10.3 You are charged a quarterly premium; there is no administration fee. The insurer determines the premium applicable to individual flats within blocks based on full reinstatement of the property, including common areas. The insurers determine the premium based on the reinstatement value for main door properties.

10.4 For more information on the perils covered, the excess, and how to make a claim check our website http://www.elderpark.org/owners/ under Factoring policy documents or contact our Director of Asset Management.

10.5 The target time to settle insurance claims for common property areas will be within 30 days of receipt of all relevant information necessary to process the claim.

10.6 If the proprietor has the authority within their deed of conditions to opt-out of the Association's block insurance they are legally obliged to have adequate building insurance and to allow neighbours to inspect their policy and ask for proof that the premiums are up to date.

10.7 Where owners are entitled to take out their own building's insurance for their property, they may be required to provide evidence that insurance is in place and covers the share of the common parts of the building. 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.

10.8 Given this statutory responsibility and this liability for common property areas, homeowners must ensure that in the event that they arrange their own property building insurance this must include insurance cover for the reinstatement of the common property areas otherwise the homeowner may be liable for works costs not covered by their insurance cover.

10.9 If a claim requires to be made on the block building insurance, each owner will be required to contact the insurance broker whose contact information will also be provided on the Annual Summary of Cover provided by the Association. The Association will not submit insurance claims on behalf of owners unless the damage relates to common areas of the building. Any decision on whether a claim is settled or not is the responsibility of the insurer and not the Association.

10.10 Owners can access house contents insurance through a scheme ~~administered~~ partnered by the Scottish Federation of Housing Associations. For more information contact Helen Rowan, Housing Services Officer on 0141 440 2244.

11. The Roles and Key Contact Details

The Association operates out of 65 Golspie Street Glasgow G51 3AX. The key people in terms of service delivery are:

11.1 Helen Rowan, Housing Service Officer - **Payments, Accounts, Changes of Ownership & Non-Repairs Complaints**

Tel No. 0141 440 2244, Email housing@elderpark.org

Office Opening hours,

Monday	9.00 - 5.00
Tuesday	9.00 - 5.00
Wednesday	1.00 – 5.00
Thursday	9.00 - 5.00
Friday	9.00 – 4.00

11.2 Director of Asset Management **- Common Repairs, Insurance, and Repair Complaints.**

Tel No. 0141 440 2244, Email assets@elderpark.org

Report a repair 0141 440 2244, Email customerservices@elderpark.org

PROPERTY FACTOR REGISTERED NO: PF000197

Compliance

Under section 14(5) of the Property Factors (Scotland) Act2011, the Association must ensure compliance with the Factors Code of Conduct published on1 October 2012, a copy of which can be found on the Scottish Government Website.

Any decisions by First-Tier Housing Tribunal in relations to the Association's compliance with the code of conduct and/or its duties under s17(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.

Schedule 1

Part 1: Address and Description

Property Address: **Address**

A description of use and location of the area to be maintained are xxxxx

Common areas within the residential tenement block at: xxxxxx

Communal hard and soft landscaping within the residential estate known as xxxxxx

Part 2: How we became your Factor

The Association became your factor either by:

We are named as the factor in your Deed of Conditions. This is a legal document that is part of your title deeds. It explains how the common parts of your tenement or estate should be managed. It covers issues such the management, maintenance, insurance, repairs, voting rights, and carrying out improvement work. Your solicitor should have explained your title deeds when you purchased the property. Elderpark may be able to give you a copy of your deeds or you can get a copy from the Registers of Scotland (www.ros.gov.uk) who will charge you. You can contact them on 0845 607 0164 or at customer.services@ros.gov.uk

Or

We were appointed as a factor by a majority vote.

Or

We were already the factor of your block when you bought your property.

Part 3: Core Services

Close Cleaning

Roof Safety Bolt Service

Service Smoke Dispersal System

Clean & Clear Common Areas

Back Court Gardening/Maintenance (bulk uplift & grass cutting)

Extractor Fan Maintenance

Periodic Electrical Inspection

Lift Maintenance (1 Clynder Street)

Lift Replacement Sinking Fund (1 Clynder Street)

Communal Landscaping within New Developments

Inspection of Common Areas once per quarter (charge included within management fee)

Communal Heating

Stair Lighting

Landlord Electricity Supply

Asbestos & Legionella Risk Assessments (attic tanks)

Part 4: Share of Costs

The share of costs for your tenement block XXXXX is xx%

The share of cost for your maintaining and managing the hard and soft landscaping of XXXXX is XX%

Part 5: Management Fee

Management Fee for 2026/2027 100% = £163.24

Part 6: Sinking Fund

We operate a non-refundable sinking fund held in a high-interest account, opened in the name of homeowners to pay for the replacement of the lift in 1 Clynder Street. This arrangement is detailed in the title deeds, and the costs are reviewed annually. We will not transfer funds from this account.

Part 7: Does Elderpark HA have any interest in Your Tenement Block or Estate.

In your block, tenement or estate Elderpark has an interest in the common areas as detailed in your deeds of conditions and acts as a Landlord as well as the Factor. This means that we will exercise our rights under the title deeds to look after and pay for our share of the upkeep of the shared parts of the building or your estate.

Part 8: Block Buildings Insurance Policy Summary

Please see an attached copy. A Copy is also available to view on our website at www.elderpark.org Please note the Policy Excess 2026/2027:

Policy Excess	£100 increasing to £1,000 for Subsidence