



Written Statement of Services for Factored Owners

**Link Housing Association Ltd.
Watling House,
Callendar Business Park,
Falkirk, FK1 1XR**

**Telephone: 01324 417 141
Email: factoring@linkhaltd.co.uk**

Registration Number: PF000355

Version 3, 29 March 2018



1.0 INTRODUCTION

Link Housing Association Ltd (hereafter referred to as Link) is the property factor for your estate as defined within Section 2 of the Property Factors (Scotland) Act 2011.

Link is a private limited company (Company Number SC216300) and has its registered office at Link House, 2C New Mart Road, Edinburgh, EH14 1RL.

Link is a subsidiary of Link Group Ltd. Link Group Ltd and its subsidiaries (the Link group) are a group of social enterprise companies providing affordable housing, property management, regeneration, advice, financial inclusion and employability services.

2.0 AUTHORITY TO ACT AS FACTORS

Link has been appointed by its parent, Link Group Limited, to undertake the role of property factor on its behalf. Link is an agent of Link Group Ltd.

The basis of our authority to act as property factor for this development is based on the title deeds to your property (hereafter referred to as the Title Deeds), or otherwise by established custom and practice.

2.1 Conflict

From time to time a conflict may occur where the Title Deeds say something different to this Written Statement of Services. Where the Title Deeds conflict with this Written Statement of Services, the Title Deeds will prevail. Where the property Title Deeds conflict with the Code of Conduct for Property Factors (hereafter referred to as the Code), the Title Deeds will prevail. All other parts of this Written Statement of Services on which there is no conflict will continue to apply.

2.2 Extent of Common Areas

The Title Deeds confirm the area(s) for which you are jointly responsible (hereafter referred to as the Common Areas). All Title Deeds, including title plans, are lodged with the Registers of Scotland and you can contact them to obtain a copy, on payment of a fee, using the following details:

Registers of Scotland, Meadowbank House, 153 London Road, Edinburgh, EH8 7AU
Phone: 0800 169 9391
www.ros.gov.uk



2.3 Delegated Authority

The basis of Link's authority to act entitles Link to carry out routine repairs without obtaining consent from owners in advance up to the threshold value (hereafter the delegate authority level) specified in the *Property Specific Schedule* attached.

If the cost of works is greater than Link's delegated authority level we will obtain consent from owners before work is progressed. Link will provide estimated costs when seeking majority agreement, or unanimous agreement in the case of significant improvements, from owners. This can be obtained in a variety of ways including at a meeting, or in writing. Link may also require a mandate, or minute of agreement, from owners agreeing the cost and payment in advance of work being instructed.

Link does not require owners' permission to progress emergency repairs, even if the costs exceed the delegated authority level. Emergency repairs are where urgent work is required to prevent damage, or in the interests of health and safety, and where there is not time to use the normal channels of consultation and decision making.

2.4 Declaration of Interest

Any financial or ownership interest which Link has within your development is set out in the *Property Specific Schedule*.

2.5 Property Rented Out

If your Title Deeds permit you to rent out your property and you decide to do so, it is essential that you keep Link updated with your current correspondence information for billing, general communication and emergencies. Even where a letting agent is employed, owners will continue to be liable for factoring related costs and are required to correspond with Link regarding the factoring issues.

3.0 SERVICE PROVIDED

3.1 Core Service

Link provides a core service which is included in the management fee (also known as factoring fee) outlined in your *Property Specific Schedule*. This service includes:

- Committed property manager
- Handling enquiries and complaints
- A responsive communal repairs reporting service, including a 24 hour emergency service
- Appointing, managing and paying contractors for repairs, landscaping and cyclical maintenance work within Link's delegated authority
- Consulting on work above Link's delegated authority as described at Section 2.1 of this document



- Apportionment of charges amongst owners and provision of payment facilities including direct debit
- Debt recovery where applicable
- Administering any applicable cyclical maintenance funds (also known as Sinking Funds) within an interest bearing account
- Ensuring compliance with all relevant statutory obligations
- Site inspections (frequency stated in the *Property Specific Schedule*)
- Preparing programmes of work based on site inspections and arranging any necessary works within our delegated authority. Link will consult owners, where applicable in accordance with the Title Deeds for work above our delegated authority. Link will share details of programmed works on request.

3.2 Communal Repairs

As your factor, Link will carry out repairs to Common Areas and is unable to provide a repair service for your private property.

Owners are responsible for reporting communal repairs to Link and Link's staff will also report and process repairs identified through site inspections, or following reports from residents.

Please ensure that any acts of vandalism are reported to the Police. Link can only progress insurance claims for work relating to vandalism if you provide us with a crime reference number, which is given to you by the Police.

Owners of properties built in the last 10 years should check their warranty documentation e.g. NHBC or equivalent for details of repair reporting requirements in relation to defects, prior to reporting any repairs to Link.

3.2.1 Reporting Repairs: Routine and Emergency

Emergency Repairs can be reported 24 hours a day, 7 days a week. Emergency repairs are where urgent work is required to prevent damage, or in the interests of health and safety, and where there is not time to use the normal channels of consultation and decision making.

To report an emergency repair at any time please phone: 03451 400 100.

All other repairs can be reported online, or alternatively by phoning or texting us for a call back between 9am and 5pm Monday to Friday.

Online: <https://linkhousing.org.uk/owners/factored-owners/report-a-common-repair/>

Phone: 03451 400 100

Text for a call back: 07557 183 553



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Owners of properties built in the last 10 years should check their warranty documentation e.g. NHBC or equivalent for details of repair reporting requirements in relation to defects, prior to reporting any repairs to Link.

3.3 Repair target response times

Our current target response times are located on our website at <https://linkhousing.org.uk/owners/factored-owners/report-a-common-repair/>

When an owner notifies Link of a repair, we will confirm our target response time.

Where the reported repair has an estimated cost above the delegated authority limit we will consult with owners when required and provide owners with any necessary progress reports. Non-routine works requiring tender, consultation or specialist equipment may take longer than the routine timescales listed on our website.

3.4 Area specific services

As part of our appointment Link may have agreed to provide additional services for your development. Additional services will be confirmed in the *Property Specific Schedule* together with details of charges.

4.0 FINANCIAL AND CHARGING ARRANGEMENTS

4.1 Charges

We pride ourselves in delivering good value for money, strive to continually improve the services provided and aim to keep costs as competitive as possible.

Your total charges cover various elements including:

- Management fee
- Your share of the common charges as set out in the *Property Specific Schedule*.
- Building insurance (where applicable)

You may also be required to pay a float and / or cyclical maintenance fund (also known as a sinking fund) as part of the service. See Sections 4.4 and 4.5.

At certain times there may be **additional costs** to pay, as set out below and detailed in your *Property Specific Schedule*.

4.1.1 Management Fee

Link charges a flat rate annual fee per property. The current annual fee is confirmed along with any additional fees in the *Property Specific Schedule*.

4.1.2 How this fee is set



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The management fee and additional fees are reviewed annually as part of our budget process. Link will provide 28 days' written notice of any management fee changes greater than the rate of inflation. To set fees, Link assesses the direct costs associated with providing the service including the management cost per property, staff overheads and other costs.

4.1.3 Share of common charges

The share each owner pays is determined by the Title Deeds. The breakdown of your share of the common charges is confirmed in the *Property Specific Schedule*.

The charges for works which have been carried out are applied to your account as soon as possible after Link has paid the contractor's invoice. The performance of our contractors is monitored throughout the contract period and invoices paid accordingly. Link will carry out post work quality inspections on a sample basis.

Link invoice you what the contractors charge us for the service they provide. Copies of the contractors' invoicing can be provided on request, where available, subject to removal of any commercially sensitive information. Any charge made for providing copies is confirmed in the *Property Specific Schedule*.

4.2 Block Building Insurance

In most areas a block building insurance policy is in place to cover the communal elements of the property (excluding home contents) as outlined within the policy schedule. If you wish to make a claim under the policy provided as part of your factoring service, please contact Link on 01324 417 141 or email factoring@linkhalted.co.uk.

The premium due is linked to the reinstatement value provided by the builder/surveyor at the time you purchase the property, or more recent stock revaluation data obtained for insurance purposes. The reinstatement value of the property is the rebuild cost, which is different from the property value on the open market.

The insurance premium is index linked and the re-instatement value can only be changed if evidenced appropriately by a suitably qualified surveyor. Owners are responsible for providing the reinstatement value of the property to be covered under the block insurance policy. Link recommends owners instruct periodic revaluation surveys by an independent, third party surveyor to ensure the property is adequately covered. Based on majority consent, Link can instruct the revaluation survey on behalf of owners. The administration and survey cost for this service is recharged to owners. Link accepts no liability for the accuracy of the reinstatement value for your property.

Link will appoint an insurance provider in accordance with the Link Group Procurement Strategy. Premium costs are located in the letter issued annually to



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owners. The insurance premium is automatically renewed annually and the premium automatically starts when a new insurer has been appointed.

Owners are not allowed to opt out of block building insurance. If your Title Deeds and /or any factoring agreement permit you to do so, owners should contact Link at least four weeks before the premium renewal date, currently 28 April. All flat owners are legally obliged to have appropriate buildings insurance in place to the full re-instatement value of their property and Link may seek evidence that owners have this in place.

Link will write out to you once a year to confirm the annual premium amount. A Summary of Cover will be provided free of charge. Full details of the policy documentation are available for owners to review for free at Link' office located at Watling House, Callendar Business Park, Falkirk, FK1 1XR. Fees for copies of the full policy documentation are detailed in the *Property Specific Schedule*.

Link does not receive any commission for insurance. Link's annual administration fee for arranging block insurance is detailed in the *Property Specific Schedule*.

4.3 Additional Charges and Services

Additional services relating to your development are detailed in the *Property Specific Schedule*. This may include:

- The administration of major repairs above the value of our delegated authority, for which an administration fee is charged upon completion, as detailed in the *Property Specific Schedule*
- The management of, or apportionment of monies associated with, Solar Panels serving communal areas as detailed in the *Property Specific Schedule*
- The administration and cost of providing copy documentation as detailed in the *Property Specific Schedule*
- Any other items which are development specific as detailed in the *Property Specific Schedule*.
- No charge will be made for issuing invoices in the first instance. A copy of contractor invoices will be supplied on request, free of charge, in the first instance. Any further requests for copy invoices will be charged for in accordance with the *Property Specific Schedule*.

4.4 Float

Each homeowner is required to pay a float, details of which are included in the *Property Specific Schedule* for your property. The float amount will either be set by the Deed of Conditions, or be determined by Link as Factor. The float is used as a fund to pay contractors' invoices because Link issues invoices to owners after paying the contractors.



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The float payment is required from each homeowner within 14 calendar days of receipt of the New Owner Pack. Unless the Deed states otherwise, in the event of a sale of a property, the float will automatically be credited to the homeowner's final account. Link holds float funds belonging to owners in a non interest paying bank account, which is separate from any accounts holding Link Housing funds.

Link reserves the right to transfer floats into accounts to cover unpaid common charges.

The amount of any float payable for your property is set out in the *Property Specific Schedule*.

4.5 Cyclical Maintenance or Sinking Funds

A Cyclical Maintenance Fund (sometimes known as a Sinking Fund) may be set up to pay for future major repair or replacement of common elements. Link will notify owners where a Cyclical Maintenance fund is in place and explain the reason for the fund. Cyclical Maintenance funds are held in an interest-bearing account on behalf of owners. Payments to the Cyclical Maintenance fund are non-refundable. If an owner sells the property any Cyclical Maintenance funds paid by the owner will not be refunded. The amount should however transfer as an asset with the sale of the property. Where owners are contributing to a cyclical maintenance fund, details will be listed in the *Property Specific Schedule*.

4.6 Final Account Fee

Owners are responsible for advising Link of any change in homeownership. Link requests that owners provide six weeks' notice in advance of selling their property wherever possible. Link will compile a final account to be passed to your solicitor within 3 months of the date of sale. Link charges a flat rate final account fee to cover the administration and apportionment of charges to the date of sale. The final account fee amount is confirmed in the *Property Specific Schedule*.

The final account fee is reviewed annually and Link will provide 28 days' written notice of any changes.

4.7 Invoicing

The factoring invoice is a detailed financial breakdown and apportionment of service charges applied to your account, including payments made during the period detailed on the invoice.

Link will issue invoices by post or electronically. All invoices are due to be paid within 14 days.

Invoices are produced and issued in arrears in line with the basis of our appointment, and as confirmed in the *Property Specific Schedule*.

Requests for copies of contractor's invoices are handled as set out in 4.1.3 above.



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5.0 PAYMENT METHODS AND DEBT RECOVERY

5.1 Making a Payment and Late Payment Charges

Payments are due within 14 days of the date on our invoices. Link may apply reasonable charges for late payment of invoices. Our current late payment charges are detailed in the *Property Specific Schedule*. We will notify owners in advance of any changes in the late payment fee amount.

The variety of payment methods we offer are clearly set out in our invoices and include:

- Direct Debit, normally on a monthly basis
- Online payment at <https://linkhousing.org.uk/owners/factored-owners/factoring-services/paying-for-our-services/>
- Telephone payment
- Bank transfer
- AllPay card payment

To discuss payment arrangements, please contact us on 01324 417 141 or email factoring@linkhalt.co.uk.

5.1.2 Charges in Dispute

Charges will show on invoices for information only until disputes are responded to. Where a charge is in dispute and is being referred to the First-tier Tribunal for Scotland (Housing and Property Chamber), Link will not apply any interest or late payment charges in respect of the disputed items during the period that the committee is considering the case.

5.2 Debt Recovery

Where debts arise, Link will seek to recover them in accordance with the Factoring Debt Recovery Procedure for Owners, which is available at:

<https://linkhousing.org.uk/owners/factored-owners/factoring-services/factoring-services/>

- Link will advise owners of the potential consequences of non-payment and the substantial legal and administrative charge implications
- Link will take legal action against an owner where necessary, after first taking reasonable steps to resolve the matter and we will always give notice of our intention
- Our ability to continue service provision is dependent on owners' payments being made within the timescales requested
- Link can inform owners of any debt problems of other owners which could have implications for them and the service provided (subject to any limitations of data protection legislation). This will be communicated in writing and/or by holding a meeting



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- Link reserves the right to add these debts to the overall costs for the stair/block/development and to recharge these to all other owners within the stair/block/development where the Title Deeds, or factoring agreement, permit. Link will advise owners about this before doing so.
- If Link needs to take legal action against you to recover sums owed to us then you may be liable for our related costs.
- If a Notice of Potential Liability (NOPL) is raised against the property, the owner will be charged £120 for registration and a £60 discharge fee, plus any additional legal fees incurred.
- If an Arrestment or Inhibition is raised against the property, the owner will be charged £300 for registration and execution and a £60 discharge fee (if required), plus any additional legal fees incurred.

6.0 CONTRACTORS

Any work Link instructs will be carried out by a competent contractor. Our procurement process is generally governed by several pieces of legislation. These include the Procurement Reform (Scotland) Act 2014, Procurement (Scotland) Regulations 2016 and any relevant EU Procurement Directives. Our governance framework, including the Link Group Procurement Strategy, Standing Orders policy and Procurement Manual sets out the processes to be followed when procuring contractors and services. Further details on the procurement of contractors can be provided on request.

In relevant cases we will continue to use contractors originally appointed by the developer where this has been assessed to deliver best value.

Link will ensure that procedures are in place for handling out-of-hours emergencies including giving contractors access to properties for emergency repairs to common parts. Link will ensure all contractors appointed have public liability insurance.

Link will pursue the contractor or supplier to remedy the defects in any inadequate work or service provided. If appropriate, Link will obtain a collateral warranty from the contractor.

Link does not receive any commission, fee or benefit from any contractors appointed to carry out work. We may instruct Link Property (Link's in-house repairs team) to carry out certain factoring services as they form part of the Link group.

On request, Link will provide electronic copy documents relating to any tendering process (excluding any commercially sensitive information) free of charge. If copies are required Link will charge a fee as set out in the *Property Specific Schedule*.



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7.0 COMMUNICATIONS ARRANGEMENTS

7.1 Contacting Us

Please use the following details for enquiries, complaints and compliments:

- Billing enquiries and complaints: The factoring team is available Monday to Friday, 9am to 5pm on 01324 417 141 or email factoring@linkhaltd.co.uk.
- Write to us at: Watling House, Callendar Business Park, Falkirk, FK1 1XR.
- Complete an online feedback form at www.linkhousing.org.uk/feedback.
- To report a repair please see section 3.2 Communal Repairs

In all communication with owners we aim to:

- Provide accurate information
- Make sure that someone will always take responsibility to follow up and deal with your enquiry if it cannot be answered first time
- Keep you informed of the progress of your enquiry
- Maintain all information systems in accordance with the Data Protection Act
- Provide a polite, friendly and informative service

7.2 Response Timescales

Enquiries: Link aims to answer written and telephone enquiries within five working days. Our office hours are Monday to Friday 9am to 5pm. Public Holidays and Office Closures will be advertised on our website.

Emergency repairs: can be reported at any time to 03451 400 100. Owners of properties built in the last 10 years should check their warranty documentation e.g. NHBC or equivalent for details of repair reporting requirements in relation to defects, prior to reporting any repairs to Link.

Complaints: Link has a two stage complaints process:

Stage 1: We aim to resolve this at first point of contact or within five working days if further investigation is needed to respond.

Stage 2: We aim to fully investigate and respond within 20 working days. Link will keep you updated if more time is needed to respond.

7.3 Complaints

Link is committed to providing a high quality customer service. We value complaints as well as compliments and use information from them to help us improve our services.

7.3.1 What is a Complaint?



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We regard a complaint as any expression of dissatisfaction about our action, or lack of action, or about the standard of service provided by us, or by someone else working on our behalf.

Anti-social behaviour complaints are out-with our remit as a factor. Anti-social behaviour can be reported to the Local Authority, Police and Landlord where applicable. Contact details of private landlords are available at <https://www.landlordregistrationscotland.gov.uk/search>. Complaints about Link Housing Association tenants can be made by calling 03451 400 100 or visiting www.linkhousing.org.uk/feedback.

7.3.2 How to Make a Complaint

You can make a complaint using the contact details at 7.1. It is easier for us to resolve complaints if you make them quickly and directly to the factoring team. We aim to achieve a front line resolution whereby complaints are resolved within five working days.

When making a complaint, please tell us:

- Your full name and address
- Specific details regarding your complaint
- The works order number if your complaint involves a charge on your invoice
- What you feel has gone wrong
- How you want us to resolve the matter

We are committed to making our service easy to use for all members of the community. We will make reasonable adjustments to help customers access our service in line with our statutory duties. If you have trouble putting your complaint in writing, please tell us.

All complaints will be considered in accordance with our two stage complaints process. Our Complaints policy is available on request and on our website at www.linkhousing.org.uk/feedback.

7.3.3 Complaints to the First Tier Tribunal for Scotland

The Code of Conduct for Property Factors states that in order to take a complaint to the First-tier Tribunal for Scotland (Housing and Property Chamber), owners must first notify their property factor in writing of the reasons why they consider that the factor has failed to carry out their duties, or failed to comply with the Code.

If you are dissatisfied with Link's final (Stage 2) response to your complaint and believe we have failed to carry out our factoring duties, comply with the Code of Conduct for Property Factors or unreasonably delayed attempting to resolve your complaint, you can seek a resolution by contacting the First Tier Tribunal for Scotland (Housing and Property Chamber) on 0141 302 5900 or visit www.housingandpropertychamber.scot



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8.0 HOW TO END THE FACTORING AGREEMENT

Link aims to provide a professional service that offers good value for money. Link values its customers and hopes that you choose to stay with us. If you want to consider changing your factor, or terminating our services, the process will depend on the basis of our appointment. The details of how our appointment for this development can be terminated are set out in the Title Deeds. If the Title Deeds do not make any specific provision about the termination of the property factor or the appointment of a new property factor, a majority of homeowners with an ownership interest in the Common Areas can vote to remove Link as property factor and appoint a new property factor.

Link reserves the right to withdraw from the role as property factor where it is considered appropriate. This may be due to the fact that it is no longer cost effective to manage this estate. If Link terminates the service we will write to all homeowners and provide at least three months' notice.

On termination by either party Link will issue final invoices as soon as possible and within three months of the date of termination. The final invoice timescale is dependent on the receipt of contractors' invoices.

If another property factor has been validly appointed then Link will make arrangements with the other property factor to transfer the outstanding balances, including any factoring floats and any Cyclical Maintenance or Sinking Funds, directly to the other property factor.

Link will only charge for services provided up to the date of termination and will not charge a penalty for early termination by homeowners.

Revision History

1 March 2017	Version 1 (Consultation Draft)
31 March 2017	Version 2 (Consultation Final)
29 March 2018	Version 3



Link Group Limited is a registered society under the Co-operative and Community Benefit Societies Act 2014, Registered Number: 1481 R(S), Registered Office: Link House, 2c New Mart Road, Edinburgh, EH14 1RL. It is a Charity registered in Scotland, Charity Number: SC001026 and a Registered Social Landlord with the Scottish Housing Regulator, Registration Number: HAL 148. © Link Group 2017.

