



Creating sustainable communities

C~urb Factoring Debt Recovery Procedure

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1.0 INTRODUCTION

C~urb Factoring (C~urb) is committed to the prevention of debt and will adopt a supportive approach to owners, by providing flexible payment options (where possible) and by ensuring owners are aware of their factoring obligations prior to purchase (where possible).

2.0 Procedure

- Owners are invoiced for the charges they are responsible for, as identified within their Deed of Conditions and as described in the Written Statement of Services and Property Specific Schedule.
- The invoice frequency for Factored Owners is detailed in your Property Specific Schedule and payment is due within 21 days of receipt.
- The preferred method of payment is by Direct Debit. Owners can pay online, over the phone, by Standing Order, BACS, cheque, or request an Allpay payment card (where available) for use at PayPoint locations.
- If an Owner needs additional time to pay, they must contact the Factoring team on 01324 417 141, or our Bathgate office 01506 639 158, to discuss and agree any proposed payment arrangement. Only arrangements that have been agreed by the Factoring team will be honoured. Each case will be judged on its own merit and the current level of arrear, payment history and any other relevant factors will be considered. Ultimately, C~urb must recover arrears to maintain a cost effective and efficient service to owners.
- A first payment reminder is issued if payment is not received within 21 days of the invoice date and no payment arrangement has been agreed. Any applicable late payment fees are detailed on your Property Specific Schedule. The first reminder requests that payment is made within 7 days from the date on the first reminder letter.
- A final payment reminder is issued if payment is not received within 28 days of the invoice date and no payment arrangement has been agreed. Any applicable late payment fees are detailed on your Property Specific Schedule. The final reminder requests that payment is made within 7 days from the date on the final reminder and indicates that legal action may be taken if the account is not settled.
- All letters issued regarding debt recovery will clearly state the implications of non-payment, which include any additional charges. All letters also signpost to the availability of free and impartial debt advice, support, and information on debt solutions from not-for-profit debt advisers where appropriate in communication relating to arrears and debt recovery.

- If no response is received to clear the account balance, or set up an arrangement, the account may be sent for debt recovery through our solicitor or a debt collection agency, which could incur additional fees and expenses.
- If sent to our solicitor, they will issue a 7-day letter and legal fees will be added to the account. If sent to a debt collection agency, additional fees will be added onto the debt owed.
- If these actions fail to prompt payment, the C~urb may instruct to proceed with legal recovery through the court. Any legal/debt recovery expenses will be recharged to the owner's account.
- The following actions may be approved: Bank arrestment, Wage arrestment, Arrestment of rent from owner's tenants, Notice of Potential Liability (NOPL), Inhibition Order, or Attachment Order (goods outside the home)
- A Notice of Potential Liability (NOPL) or Inhibition may be raised against an owner's property where there are high arrears/persistent non-payment of factors invoices, where major works are being carried out, or where a property is being marketed for sale/auction to prevent the risk of non-payment. A court order is not required to register a NOPL. This Notice will hold any potential purchaser of the property jointly liable for the debt. If a NOPL is raised against the property, the owner will be charged up to £240 for registration and a discharge fee, plus any additional fees incurred. If an Arrestment or Inhibition is raised against the property, the owner will be charged up to £360 for registration, execution, and a discharge fee (if required), plus any additional fees incurred. The owner's solicitor must provide the discharge documentation for signing.
- Any payment arrangement agreed between C~urb and an Owner will be recorded and monitored in the customer account.

3.0 Disputed Debts

If a debt is disputed, we aim to respond with a full explanation within the timescales set out in our complaints procedures before taking debt recovery action.

- If an owner contacts C~urb to dispute a charge on their invoice, we will try to resolve the issue at first contact and record the issue in the customer account.
- If further information is required for a resolution, then a dispute will be raised on the customer account for the disputed charge(s) only.
- To dispute a charge customers must provide C~urb with the work order of the charge they are disputing and the details/evidence to support the dispute.
- Correspondence is issued to the owner to confirm the charge is in dispute, who is investigating the dispute, who will contact the owner with the outcome of the

investigation, the amount of the charge in dispute and the outstanding arrears balance due for payment (excluding the disputed amount).

- Once the investigation is finalised correspondence is issued to the owner with the outcome of the investigation.
- If the investigation finds the charge is not valid, then credits will be issued to the customer’s account. Any credits will show on the next quarterly invoice.
- If the investigation finds the charge is valid, then the reasons why will be detailed in the dispute outcome letter.
- All charges not in dispute remain due and if unpaid the charges will go through the debt recovery procedure.
- If C~urb is notified in writing by the First-tier Tribunal of an application for disputed debt has been accepted for consideration, no further interest, late payment charges, or legal/debt recovery action will be taken in respect to the disputed debt only. Once C~urb is notified in writing by the First-tier Tribunal of the final decision (or the Upper Tribunal for Scotland if appeal proceedings are raised), any debt recovery action detailed within this procedure will proceed.
 - Any debt that is not disputed remains due and actions detailed within this procedure will be followed, including any legal/debt recovery action and additional fees.

Version 2	1 July 2021	Regular procedure review
Version 3	1 April 2022	Updated for change to C~urb Factoring



If you need this information in Braille, Audio Tape, Large Print or Community Languages please call **03451 400 100**

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