



## **WRITTEN STATEMENT OF SERVICES UNDER THE PROPERTY FACTORS (SCOTLAND) ACT 2011**

### **Introduction**

On 1st October 2012, the Property Factors (Scotland) Act 2011 (“the Act”) was brought into force by the Scottish Government. This new legislation is designed to regulate the property factoring industry and provide transparency to homeowners who share responsibility for communal repairs or services provided by a Property Factor.

As 91BC Property Services Limited (“the Company”) have responsibility for managing the communal parts of your property, we are required to comply with the terms of the Act and with the Code of Conduct for Property Factors, developed by the Scottish Government. In terms of the Act, the Company is deemed to be the Property Factor for the building which your property forms part of. The Company are registered as a Property Factor with the Scottish Government and adhere with the Code of Conduct referred to above. Our registration number is PF000622.

91BC Property Services Limited is registered in Scotland at Companies House under registration number **SC512545** with its registered **and** trading address at Garscadden House, Dalsetter Crescent, Glasgow, G15 8TG.

The following Statement of Services forms part of the Code of Conduct and sets out what the Company believe to be our management activities in respect of those parts of the building of which your property forms part and/or associated garden ground or paths etc. and the legal ownership of which may in terms of your Title Deeds be shared by you and your neighbours. These shared areas or items are often referred to in title deeds as “common parts”, “communal areas” or similar.

### **1.0 Authority to the Act.**



This section provides information on the legal right that the Company has to act as the Property Factor in respect of your property's communal parts. You will find everything you need to know about your rights and responsibilities as a factored homeowner in what is called the Burdens Section of the Land Certificate in your name. The Land Certificate is the formal legal document confirming that you are the legal owner of your property and the details are taken from the conditions applicable to your property as held in the Land Register of Scotland.

In addition to details of the current ownership of the property and any securities (such as mortgages), it sets out the rules covering the management, maintenance, insurance, repair and improvement of the shared parts of your building. However, most importantly and for the purposes of this Written Statement, it also sets out in a definitive legal manner the rights and responsibilities of you as an owner and 91BC Property Services Limited as the property manager.

At the time when you purchased your property, your Solicitor should have discussed with you your conditions of title including responsibility for repairs etc. and any factoring or property management arrangements. The Company is not supplied with a copy of your deeds however, the Land Register of Scotland is a public service and accordingly as a member of the public, you can obtain a copy from the Registers of Scotland (who charge for the service). You can contact them on 0845 607 0164 or [customer.services@ros.gov.uk](mailto:customer.services@ros.gov.uk). As a matter of routine, The Company would extract and hold these deeds for reference during the period of our appointment as your factor. The Company reserves the right to charge the resultant fee from Registers of Scotland for this information. The exact details applicable to your property may depend on when your property was first sold off under the Right to Buy Legislation and where your property was situated prior to the changes in local government in 1996.

There is more information on their website: [www.ros.gov.uk](http://www.ros.gov.uk). Alternatively, you may write to them at Registers of Scotland, Hanover House, 24 Douglas Street, Glasgow, G2 7NQ.



Delegated Authority and Financial Thresholds. In addition to our general authority to act as factors as described above, there are also certain provisions entitling us to instruct works without financial limit. The Company operates to the standard protocol laid out in point A, B, C and D below, however if a majority of owners proposes alternative thresholds, we are happy to amend and implement as such.

- A.** Jobs below £50 contribution per property. We pay the contractor on 30 days' terms and invoice the customer retrospectively on 14 days' terms. This threshold as calculated based on the "sum of the parts" contained within a building or development. For example; if there are 8 individual properties contained within, the authority to act would be £400.00.
  
- B.** Jobs above £50 but below £100 per property. We pay the contractor on 30 days' terms and invoice the customer retrospectively on 14 days' terms. We seek approval from a clear majority of properties in the site. This threshold as calculated based on the "sum of the parts" contained within a building or development. For example; if there are 8 individual properties contained within, the upper threshold of this job category would be £800.00.
  
- C.** Jobs greater than £100 per property. We pay the contractor on 30 days' terms and invoice the customer in advance of the commencement of works. We seek unanimous approval from the owners and gather 100% of the cost in advance of works starting. This threshold as calculated based on the "sum of the parts" contained within a building or development. For example; if there are 8 individual properties contained within, the trigger threshold of this job category would be £800.00.
  
- D.** Projects, or jobs over £5000 overall. We seek unanimous approval from the owners and gather 100% of the cost of the project in advance of works starting.

## **2.0 Our Services**



This section provides information on the general common repair provisions contained within your Title Deeds and identifies the typical repairs and common services that the Company may have responsibility for maintaining.

As part of our factoring agreement, we will provide core services to our customers.

These include:

- Managing and dealing with repair and maintenance issues relating to the common parts of your block.
- Carrying out inspections on your property at the request of you or any neighbour having a problem or concern.
- Proposing repairs to the common structure and facilitating those within specified timescales.
- Liaison as appropriate with tenants and private owners where repair works are deemed as necessary.
- Appointment of contractors to carry out common repairs and maintenance works.
- Ensuring that necessary works have been completed to an acceptable standard.
- Advising you of your final share of costs after completing the repair, however if there is a substantial change due to undiscovered work as the job proceeds, we will always endeavour to advise you as the job progresses of any such change in value.
  - Such variations usually occur on bigger jobs or jobs that were difficult to fully inspect before opening the area to be worked on.
- Payment for the common works, division of the cost accurately and invoicing the correct apportioned share of the costs. This apportionment will apply to the excess payable to an insurance provider in the event of a claim on a block insurance policy.
- Provision, as a conduit, insurance services which are supplied to The Company via a certified broker. The Company is entitled to a commission or finder's fee when introducing such services. That fee is paid to the company directly by the insurer and has no impact on the cost to the customer.



- Engaging with owners where necessary improvement works to the block are identified to obtain consent to proceed.
- Investigation and resolution of any complaints, unsatisfactory works or queries relating to the accounts sent out for payment.
- Answer any enquiry you may have about the service we provide.
- Liaison with legal professionals as required.
- Depending on the type of property you live in, you might have some of the following additional property specific services:
  - Communal Electricity Lift Maintenance.
  - Caretaking Multi Storey Service Charges.

The above list is not intended to be exhaustive but does provide a general overview of the common repair issues and services to be provided by the Company.

The property specific services we provide to your property are detailed on your periodical invoice. In addition to the above, we may from time to time carry out other services considered by the Company to be reasonably related to management of common parts of the property which do not fall under the heading of core services. These shall be known as non-core services for which additional fees or charges may be invoiced separately and costs shared on an equitable basis.

An example of non-core services may be maintenance of common rooms where applicable, common ground maintenance and landscaping.

## **2.1 Privacy and Data Policy.**

### **INFORMATION (concerning customers who are not customers of The Company)**

If you are not a 91BC customer we do not collect any information about you unless you fill out the 'contact us' enquiry form in which case we will hold your name, email address, telephone number and details of your enquiry. We will only keep this



information for the time it takes us to respond to satisfy your query. If this query then initiates a consultation period where you and other owners are considering 91BC to factor your building we may gather and retain other information you supply us to support an effective bid to provide factoring services. Should it be the case that The Company is not appointed as your factor then this information will be deleted.

## **INFORMATION (concerning 91BC customers)**

### **The information that we store about you.**

In order to enable the provision of factoring services to our customers we retain the following information:

- 1. Your name.*
- 2. Your email address.*
- 3. Your managed property address.*
- 4. Your home address (if different from above).*
- 5. Your contact phone number(s).*
- 6. Your normal payment method e.g. payment card, direct debit, bank transfer.*
- 7. Your invoices and detailed line item information with in.*
- 8. Any comments you have posted on our site related to a maintenance request (aka job)*
- 9. If you pay by card we hold only the expiry date and last 4 digits of the payment card. We do not store your full credit card details. In fact we never ever receive that information (see below).*

### **Payment by card or debit card**



All payments to 91BC will be processed by a third-party credit/debit card processor which encrypts all payment transactions. All such transactions will be governed by the provider's privacy policy at <https://stripe.com/gb/privacy>.

### **Payment by direct debit**

All direct debit payments to 91BC will be processed by a third party direct debit processor – GoCardless. GoCardless encrypts all payment transactions. All such transactions will be governed by the GoCardless privacy policy at <https://gocardless.com/legal/privacy>.

### **Third Party Services**

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

### **Links**

When you click on links on our website, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

### **Security**



To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

### **Changes to our Privacy Policy**

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our company is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to provide factoring services to you.

### **Changes to your personal information**

If your personal information changes, it is your responsibility to inform 91BC of those changes. Critical changes such as postal correspondence address, primary telephone number and email address allow us to keep our customers updated. As such, we ask that customers keep the above information current.

### **3.0 Financial & Charging Arrangements**

This section provides information on how the Company intend instructing and charging for communal repairs and services. As a private homeowner within a factored property, you are responsible for paying a share of the costs of any common repairs, maintenance and services that are required or provided as part of the Company's factoring service.





Included in this cost is a sum representing the management and administration of these services. The exact share due in respect of your property is defined in your Title Deeds. However, it is generally the case that each property is responsible for an equal share of the costs. For example, if the roof is the common property of four flats in a block of four, each owner will be liable for a one quarter share of the cost of roof repairs.

Where the Title Deeds do not set out all or some of the above, they are regarded as silent on this matter and the requirements will be determined in accordance with the Tenement Management Scheme under the Tenements (Scotland) Act 2004. In most cases, the Act specifies that each owner will be responsible for an equal share of the repair costs.

As a service provider to private property owners we are entitled to charge a fee which represents our overheads (administrative and staff costs) in running and managing the service that we provide to you and your neighbours. This fee (which is referred to in some cases as a “factoring fee” and in other cases an “administrative fee”, “management fee/charge” or “service charge”) is in addition to the actual costs of the repairs or maintenance works carried out to the common parts or communal areas. In some properties the title conditions may additionally refer to a factoring fee or service charge. The absence of a reference to factoring or service charges does not however affect our right to charge accordingly.

Where applicable the factoring or service charge is charged on a monthly basis. Charges are reviewed annually and may rise with the current rate of inflation. Property specific rates are detailed on your invoice but generally the current charges are: flat/tenement/maisonette £10.00 per month and multi-storey properties £10.00 per month. Value Added Tax is applied over and above this charge at the standard rate.

We review the fee as part of a budget process. It is reviewed in conjunction with the Company’s Financial Services Department who consider the market, the economic climate and the demands on our services from owners. We aim to keep costs as



competitive as possible. We review our property-specific service charges on an annual basis and aim to provide customers with a month's notice of changes.

We do not add any further mark-up to the invoice which is presented to us by our contractors for services and common repairs, as set out in our contract arrangement with them.

You will have seen from our comments on Delegated Authority and Financial Thresholds that in many circumstances we are entitled to instruct certain works without the prior approval of the proprietors. In such cases you will be invoiced for your share of the cost relating to such works following 14 days of instruction for such works.

### **3.10 Charging Arrangements**

On instruction of a common repair affecting your property, the Company will issue you with an invoice for your share of the costs incurred. This will provide you with details relating to the work to be carried out and the amount that is due to the Company. It will also set out the various methods of payment. The Company must pay VAT for some repair and maintenance costs. The invoice that we send you will include any VAT paid to the contractor.

The arrangements and process for charging are as follows:

#### **Monthly Management Fee**

Upon appointment to become Factors, the Company will invite the customer to nominate a payment method, either online, Direct Debit, monthly standing order or manual invoice for payment via bank cheque or card.

#### **Project Related Works**



The Company reserves the right to charge an incremental fee for the project management of extraordinary works, usually 5% of the net cost of the overall scope of works. The threshold for such works is £5000.00 - this will always be communicated as a component of the proposal for owner's approval, before works are commenced. If the cost of a project increases or decreases during its completion, The Company reserves the right to amend the fee in accordance with the final cost. The Company reserves the right to invite tender responses from preferred contractors who can demonstrate all the following.

A proven track record in the required discipline for the project.

Adequate Public Liability and Indemnity Insurance Cover.

Adequate and current certification in the required discipline for the project.

If the customer wishes to propose an alternative contractor to deliver works, and wishes 91BC to facilitate and assume liability for its successful completion, we reserve the right to test the suitability of that contractor and if required, to exclude their submission from the tendering process.

The Company reserves the right to have all large building works and projects overseen by the qualified buildings surveyor of its choosing. Doing so ensures The Company can assure the quality of the works from the beginning through to sign off upon completion. If the customer wishes to proceed without an appointed surveyor then liability for the quality of those works is assumed by the customer directly.

### **3.20 Debt Recovery Procedure**

We take a firm but sensitive approach to arrears recovery. We aim to minimise debt to ensure maximum benefit to all. Following receipt of any invoice for common repairs or maintenance related charges, you will be requested to make settlement of the costs within 14 days. If you are unable to pay the balance in one instalment, you should contact us without delay to discuss a suitable payment arrangement if agreeable. The payment and billing process is executed as follows:



**Stage 1: Invoice:** this is issued monthly. Management fee and insurance charges are issued one month in advance. Maintenance charges are issued one month in arrears.

If you do not pay your share of the repair cost within 14 days, the Company will take the following steps to recover these costs.

**Stage 2: First reminder:** A reminder will be issued allowing a further 7 days for payment.

**Stage 3: Second and final reminder:** If payment is still not made after 7 days of the first reminder, a second and final reminder after a further period of 7 days. A late payment fee of £25.00 will be added to the outstanding amount. In the event that payment is not made, the same late charge will be levied on the due date each month until the overall account is settled.

**Stage 4: Referral to Sherriff's Officer.** The company reserves the right to engage the services of Sherriff's Officers and associated agencies to recover monies owed. Any costs incurred in this process will be added to the outstanding amount. This will involve the charges levied to the company by the Sherriff's Officer, plus a further administrative charge of £50+VAT.

**Stage 5: Legal Proceedings:** If the outstanding amount is not reduced to zero or an acceptable payment plan agreed between the Company and the customer, court action will be initiated. The Company will ask the court to require you to pay our legal costs in addition to the outstanding amount due. This action may have an adverse effect on your consumer credit rating.

**Stage 6: Termination of services.** If all avenues of debt recovery are exhausted, and non-payment for services provided reach a stage at which The Company deem to be untenable, we reserve the right to terminate services with a minimum of 30 days' notice. We would formally serve notice in writing and a final invoice would be issued.

**Notice of Potential Liability.**



Placement of a Notice of Potential Liability. A notice is placed on the burdens section of the title deeds and registered by the Registers of Scotland at the request of the creditor. The notice is placed where owners have arrears and have taken no steps to settle the debt - thus becoming a liability to the remaining proprietors as property debts can then be reapportioned to the co-proprietors of the building. This Notice will also affect any proposed sale as the same will be highlighted during the conveyancing procedure carried out by both parties' solicitor. The Notice remains in place for a period of 3 years. Unless discharged it will continue to show and will be renewed every 3 years should the debt remain unpaid. Only when the debt is settled will a discharge be provided. The fee of £60 is applied to register the Notice and will be levied to the defaulting owners account. A fee may also be charged for any discharge of the Notice of Potential Liability. As detailed above the Notice is placed not only to protect any amounts paid out by the property managers, but also to protect any possible liability devolving on the remaining proprietors in the block, as required by law.

### **3.3 Vulnerable Customers Policy**

We recognise that certain groups of customers may be vulnerable. We will consider customer's individual circumstances where a potential vulnerability is identified.

These groups may include, but are not restricted to:

- Pregnant women or recent parents.
- People who suffer from long term sickness, serious illness or frailty.
- Elderly people.
- People living with a physical disability.
- People with learning difficulties, or mental health problems.
- People who have suffered a recent bereavement.
- People in severe financial difficulty and/or Income Support, Job Seekers.
- Allowance, Pension Credit or Employment Support Allowance.



- People who have difficulty in communicating.
- People with a history of alcohol or drug misuse.
- Victims of domestic violence.

Where we are aware that a person may be vulnerable, we will adapt our debt recovery and collection procedure accordingly to minimise any hardship or distress. We recognise that certain debt recovery options are not appropriate where a customer is identified as vulnerable, and we will act to personalise the action we take to reflect this.

### **Our Principles**

When dealing with vulnerable customers we will adopt the undernoted key principles that our staff will adhere to:

- We will maintain an up to date record of our customer identified as being vulnerable.
- We will review the personal circumstances of our identified vulnerable customers.
- We will direct our customers to other sources of debt advice, such as Citizens Advice Bureau, Step Change, Money Advice Service.
- We will monitor our complaints procedure to identify any trends.
- We will encourage customers to contact us if they are experiencing financial hardship.
- We may ask customers experiencing financial hardship to complete personal budget sheets, to enable us to agree fully informed repayment schedules that are affordable to the customer.

### **4.0 Reporting a Repair**

This section provides information on how to report a repair to the Company. It also sets out the Company's intended response. It is your responsibility to report repairs when you become aware of them. You can report a repair involving common parts by



calling 0800 689 0675. You can also report it by accessing our website on your PC or your mobile phone although this method of reporting a repair should not be used for reporting emergency repairs. To report emergency repairs that occur outwith normal office hours, these should be reported by calling 0800 689 0675.

Repairs fall into three main categories and we will endeavour to deal with your repair within the following timescales:

- **Emergency Repair**

- A repair that causes immediate risk to health or is likely to cause serious damage to the property or make the property less secure. The emergency work may only make the building safer and follow-up work is likely to be required. We aim to complete any emergency repair within 24 hours of our receipt of the relevant notification

- **Urgent Repairs**

- A non-emergency repair which will cause considerable inconvenience or where there is a risk to health and safety, security of the property or there is a risk of damage to the property.
- We aim to complete any urgent repair within 7 days of your notification to us.

- **Necessary Repairs**

- Items which will not cause immediate inconvenience and where there is no threat to health or safety.
- We aim to complete any necessary repairs within 40 days of your notification to us. There may be occasions when due to unforeseen weather, the availability of goods, materials or specialist labour, it may not be possible to achieve the above timescales. On these occasions we would endeavour to keep you informed of progress.



Invoices in respect of all repairs (or in the event of the repair being to a common part or a communal area an invoice in respect of your share) will be sent to you as detailed in Section 3 (Financial & Charging Arrangements) above. Please also see Section 3 for payment timescales etc.

For any factoring enquiry, our team can be contacted at:

Telephone: 0800 689 0675

Email: [info@91bc.uk](mailto:info@91bc.uk)

Address: Garscadden House, 3 Dalsetter Crescent, Glasgow, G15 8TG. Information on our factoring services can also be found on the Company's website <http://www.91bc.uk>. We aim to respond to owner's enquiries on the same day.

**Selling Your Home.** If you sell your property, your Solicitor should notify the Sold Property Section of the change of ownership as soon as you know who the new owner will be. We will then calculate any outstanding charges and send you or your Solicitor a final account. In a situation where proposed works have been agreed but not yet carried out, you should consult your Solicitor as to what arrangements are to be made with the new purchaser regarding responsibility for payment.

**Apportionment at the time of sale** – When a change of ownership takes place we make the necessary apportionment of insurances, repairs and other outgoings between the seller and purchaser and provide detailed information to solicitors: an additional fee of £95.00 + VAT is applicable for this work and is payable by the seller. In most cases this is billed to the solicitor acting on behalf of the seller.

## **5.0 Complaints Procedure**





The Company is committed to providing the best quality services and we constantly strive to improve those services. We aim to identify problems at source and to solve them quickly and efficiently.

**When to use our complaints procedure:**

You should use the complaints procedure if you believe that:

- We have done something wrong.
- We have failed to do something that you expected.
- We have not treated you with courtesy.

How to complain:

- **Step 1** Contact the Company direct, a member of staff will try to sort things out for you on the spot. It is easier to resolve complaints if made quickly and directly to the service area concerned. Staff will try to resolve the matter for you on the spot or if they cannot and further action is required, they will let you know and pass this to our Customer Relations Team to take forward.
- **Step 2** If they are unable to resolve the matter for you or you did not feel comfortable going directly to the service area, please contact the Client Services Team either by telephone: **0800 689 0675**, or online: Submit a complaint using the online form, or by E-mail: [info@91bc.uk](mailto:info@91bc.uk), or in writing: Client Services Manager, 91BC Property Services, Garscadden House, Dalsetter Crescent, Glasgow, G15 1TG. Please note by calling or completing the online form your complaint will reach us quickly. Our complaints process has 2 stages, Stage 1 allows five working days or less to resolve your complaint, unless there are exceptional circumstances.
- Stage 2 deals with two types of complaint: those that have not been resolved at Stage 1 and those that are complex and require a detailed investigation.
- We will:
  - treat your complaint fairly and ensure that we thoroughly investigate it.
  - tell you the name of the officer handling your complaint.



- acknowledge receipt of your complaint within three working days.
- discuss the complaint with you if necessary and try to understand why you remain dissatisfied and what outcome you are looking for.
- provide you with a full response to your complaint as soon as possible and within 20 working days. If our investigation is complex and we believe that it may take longer than 20 working days, the Customer Relations Team will tell you and agree revised time limits. We will keep you updated on progress where possible.

**First Tier Tribunal for Scotland.** If you consider that the Company has failed to carry out its duties as property factor or has failed to comply with the Code of Conduct, you are entitled to make an application to the **First Tier Tribunal for Scotland**. In order to do this the following circumstances must apply: You must have notified the Company in writing of the reasons why you consider that the Company has failed to carry out its property factoring duties or failed to comply with the Code of Conduct. The Company's complaints process has been exhausted and you believe that the Company has refused to resolve your complaint or has unreasonably delayed attempting to resolve your complaint. Escalations should then be directed to:

First Tier Tribunal for Scotland.

4th Floor, 1 Atlantic Quay,

45 Robertson Street,

Glasgow G2 8JB

### **Termination of Services.**

The Company will accept termination of services from a documented quorum of owners. At this point, we will formally accept the termination in writing and will issue closing accounts. If a communal insurance policy has been effected, the notice period will be established from insurer and the outstanding costs invoiced directly to the owners.



The Company reserve the right to terminate services with a minimum of 30 days' notice. We would formally serve notice in writing and a final invoice would be issued.