

FORTH

HOUSING ASSOCIATION LIMITED



WRITTEN STATEMENT

FOR HOME OWNERS

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ABOUT US

Forth Housing Association Limited is a 'not-for-profit' organisation.

We are registered as:

- a social landlord with The Scottish Housing Regulator No. HAL 110.
- a charity with the Office of the Scottish Charities Regulator No. SC003550

Forth Housing Association Limited is incorporated under the *Co-operative and Community Benefit Societies Act 2014* Registered No. 2268R(S))

We are referred to as "the Association" in this document.

CONTACTING US

Our registered office is at

Kildean Business & Enterprise Hub,
146 Drip Road, Stirling, FK8 1RW.

Telephone: 01786 446 066

Email: info@forthha.org.uk

Website: www.forthha.org.uk



Our offices are open during the following hours:

Monday to Thursday between
9.00am to 1.00pm and 2.00pm to 5.15pm

Friday between
9.00am to 1.00pm and 2.00pm to 4.00pm

Saturday and Sunday our offices are closed

AUTHORITY TO ACT

The Association is the appointed Property Factor acting for and on behalf of all dwellinghouse owners within the block of flats/development of which your property forms part. This is further documented in Appendix 1 for your attention.

We are registered as a factor with the Scottish Property Factor Register (No. PF000217).

As a property owner, you are obliged under the Deed of Conditions to jointly and severally maintain communal areas. Each owner will have an equal pro indiviso of costs incurred to maintain communal areas pertaining to their property, please refer to your title deeds for further information.

SERVICES PROVIDED

Core Services Provided

The Association will manage the communal areas within the block of flats/development of which your property forms part. This is further documented in Appendix 1 of your attention. Additionally, owners can refer to 'Under One Roof' www.underoneroof.scot for impartial advice on common repairs. The Association will provide the core services set out in Appendix 2.

The core services provided include:

- in line with our Procurement Policy we will procure and arrange contracts for the following: maintenance, repair, decoration, arrange lighting and cleansing and renewing, reinstating and rebuilding of the common parts of the block and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding.
- procure and managing all aspects of maintenance contracts for the maintenance of your block/development including quality control checks and payment.
- undertake bi-annual maintenance inspections during April and October and take appropriate action to deal with any repairs affecting common or shared areas which are identified. Owners will be written to advising of the completed visits and works identified.
- carry out a reactive repairs and maintenance service in respect of the common parts of the block.
- obtain estimates\quotes where it is considered it to be in the interests of the owners, or where above the minimum threshold as per Appendix 1, advising the owners as appropriate and obtaining their agreement as per Appendix 1, before proceeding with works when required.
- carry out bi-monthly estate management inspections of the block/development.
- provide a landscaping service which will include the cutting of any communal grass and basic maintenance of communal paths, weeds, shrubs, trees, litter picking etc.
- provide a close cleaning service which will include brushing down/hovering, mopping of close and cleaning of communal windows, sills, skirtings, doors and bannisters.
- engage professionals such as accountants, architects, engineers, surveyors or other professional adviser employed to certify any matter or thing to be certified for the purposes of any provisions of this arrangement and the proper costs (but not more than once every year) of an independent professional valuation of the block for the purpose of assisting towards the determination of the full cost of reinstatement of the block.
- instruct firms to provide, service and monitor fire fighting equipment, appliances (including for example fire alarm, smoke detectors and smoke control devices) and any other signs or other notices required by the local Fire Officer and/or insurers. This service will include the repair, maintain and renewal the same.
- investigate any complaints of unsatisfactory work and, where considered necessary by the Association and if so instructed by a majority of the owners, arrange for a professional report on the completed repair subject to any fees for same being chargeable to the owners.

Additional Services

The Association may provide additional services out with the core services set out in Appendix 1 (including major repair works and improvement) if it is authorised by the owner occupiers within the block to do so all in accordance with the provisions of your title deeds or failing this the Tenements (Scotland) Act 2004 and the Title Conditions (Scotland) Act 2003 where relevant and any other superseding legislation. The cost of such works will be confirmed to all of the owners within the block prior to the work being carried and the costs of carrying out the work will be apportioned in accordance with Appendix 1 of this Agreement. The Association may include reasonable conditions in respect of payment for the provision of such additional services.



Delegated Authority

The Association has the delegated authority of the owners within the block of flats/development of which your property forms part, to instruct and carry out repairs and maintenance to the common parts as outlined in Appendix 1.

All works which are not considered detrimental to the safety of the property and/or person but which are necessary to maintain the property in good order, safe, and free of potential hazards. Where an individual's share is estimated to be:

- below £100.00 (including VAT) these will be instructed without prior notification or consultation with owners and between £100 and £200 (including VAT) owners will be informed in writing that a repair has been instructed.
- over £200 (including VAT) (excluding urgent or emergency works) owners will be given written notice and 14 days to lodge objections. Payment in full and in advance will be sought before proceeding. If no response is received, consent will be assumed by either what is set out in the title deeds and if these are silent then the Tenement Management Scheme will be referred to.

The Association may also instruct works at a cost exceeding £200.00 per owner if the works are required in an emergency or it considers the expense to be justifiable on grounds of health or safety and in these circumstances the Association will recover the costs of that work in terms of Appendix 1 of this Agreement.

Building Insurance

For all flats, the Association will arrange block building insurance against loss by fire and other risks normally insured against under a common comprehensive insurance Policy. This will be with an established insurance company for the full replacement value. Should the owner or their mortgage lenders require the cover to be higher than this, they must advise the Association in writing and a revised premium will be charged.

The premium applicable to your property is calculated as set out in Appendix 1. Any changes to the insurance cover/premium etc. will be communicated to you in writing on an annual basis.

The Association will assist home owners in making claims from the block insurance policy provided. The Association does not provide contents insurance.

The Association does not have any financial interest in the block insurance policy other than obtaining the best policy for our customers.

Where owners wish to take out their own buildings insurance for their property they will be required to provide evidence that insurance is in place and covers a share of the common parts of the building and continues to be in place on an annual basis. This is the responsibility of each owner, should this evidence not be provided the Association will insure the property on the owner's behalf and the whole annual fee will be applied.

Owners will be provided annually with a copy of the Summary of Cover, detailing

- The sum insured
- The main elements of insurance cover provided by the policy and any excesses which apply
- The name of the company providing insurance cover
- Any other terms of the policy
- The premium paid
- The basis upon which your share of the premium is calculated



Property Valuations should be undertaken every 5 years, any changes require to be notified of through a Formal Notice and In formation Sheet (FNIS). This will ensure that the Association has the relevant cover, for the full reinstatement value of the building.

FINANCIAL AND CHARGING ARRANGEMENTS

Management Fee

The Association will charge a management fee, as stated in Appendix 1, for carrying out its function of providing the services, as listed under *Core Services Provided*. This fee will be reviewed on an annual basis and you will be advised of any increase no later than [28th February] with the increase taking effect from 1st April.

The management fee is the charge for managing the block of flats/development of which your property forms part. This includes:

- administrative costs in apportioning bills, sending invoices, letters and managing debt recovery.
- liaising with electricity companies to make sure all charges are accurate and fair, make payment of electricity invoices and recover the cost from the owners within the block.
- undertaking regular visits and maintenance checks.
- assisting home owners in making claims from the block insurance policy provided.



Allocation of Costs

You are responsible along with the other owners in the block/development for a share of the maintenance and repairs carried out. Your share will be charged in accordance with your title deeds or where appropriate the Tenements (Scotland) Act 2004 / Title Conditions (Scotland) Act 2003.

Each owner within the block/development is responsible for a share of the cost of maintaining the common parts. Appendix 1 details the share of the common charges payable by each owner in the block/development.

We will detail how your annual charges are calculated. 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/development will be charged as per your title deeds and in accordance with Appendix 1 hereof.

Factors Float

The sum of £100 (or such greater sum as may be agreed with a majority of the owners) for flat-tened properties within a common access block, or where it is stated within deeds or any other legal documents, will be payable by each owner within 14 days of the new ownership commencing. The Association will hold the factors float and this will be separately accounted for. The Association will have the authority to use the money paid by an owner together with any interest which has accrued to meet any debt owed to the Association in its capacity as factor for the block.

Repayment of the Factors Float will be in accordance with the Change of Ownership section detailed below.

Invoicing

The Association will provide you with an invoice on a quarterly basis (in April, July, October & January) Your invoice will detail what you have been charged for and a statement of account showing invoices due and payments made. The Management Fee will be payable in four equal payments and will form part of your quarterly invoice.

The Association will, once annually, issue a full statement detailing all of the charges billed and paid for in the preceding year.

Payment

You will have a period of 28 days from the date of the invoice in which to make payment. If the invoice is not paid in full, the Association will have no option but to follow the steps set out in its Factored Owners Debt Recovery Protocol available on request from its office.

You can pay your invoice by the following methods; -

- Direct debit – this can be set up by telephoning us on 01786 446 066, completing the mandate over the telephone or by requesting a direct debit mandate form.
- By cheque made payable to Forth Housing Association Limited
- At any Pay Point outlet using an Allpay payment card – please contact us if you require a payment card.
- Debit card/credit card by telephoning us on 01786 446 066 and quoting your account number
- Debit card/credit card via our website www.forthha.org.uk
- Bank transfer using our bank details below*
- Standing Order using our bank details below*
- Allpay mobile app – please contact us if you require details to set up your account.

Our bank details are as follows:

***Bank: Virgin Money Sort Code: 82-68-05 Account No: 10578255**

Debt Recovery

The Association will adopt a flexible and reasonable approach to ensure that arrears are minimised, and the outstanding debts are recovered, as set out in the Factored Owners Debt Recovery Protocol.

Where owners fail to pay accounts the association may lodge a Notice of Potential Liability for Costs (NOPLC) in the property register. This warns any prospective purchaser that there is an outstanding liability for which they would become liable should they purchase / acquire the property subject to the NOPLC.

The Association may also seek to recover the outstanding monies owed through personal recovery by raising action through a Simple Procedure. This would allow the Association to consider measures including but not limited to:

- wages arrestment
- inhibition on sale of property
- bank account arrestment

This can run in conjunction with an NOPLC as outlined above.

Accounts that remain unpaid may be subject to an additional recovery fee plus any legal fees incurred in recovering the debt. Please refer to Appendix 1 for details of these charges.

Where a homeowner is declared bankrupt the debt will be pursued in accordance with legal procedures.

The Association will signpost an owner on request to the appropriate advice agencies for assistance with debts/budgeting etc.

Owners requiring debt advice can contact the following agencies for impartial advice:

Stirling Council Money Advice
Allan Water House
32 Kerse Road
Stirling
FK7 7SG

Email:
moneyadvice@stirling.gov.uk

Telephone:
01786 470 239

Website:
www.moneyadvicescotland.org.uk/stirling-council

Citizen's Advice Bureau
The Norman MacEwan Centre
Cameronian Street
Stirling
FK8 2DX

Telephone:
01786 233 528

Website:
www.stirlingcab.org.uk

Change of Ownership

Each owner will notify the Association of any changes in ownership of their property no later than seven working days prior to the date of entry. On receipt of notification of such sale the Association will arrange to apportion the charges and sums due by the owner for the period to the date of entry. An administration charge of £25.00 will be payable by any owner selling a property within the block for the apportionment of common charges and updating of information as to ownership.

On ceasing to be a factored owner a person is entitled to repayment of their share of the factors float after deduction of any sums due by that owner to the Association in their capacity as factor of the block/development.

COMMUNICATION AND CONSULTATION

Feedback

It is important to the Association that owners are satisfied with the factoring service that we provide. We actively encourage feedback from owners.

If you raise a query with one of the Association's staff we will get back to you within the following timescales:

- Telephone/In person – within 1 working day
- Email/Writing/Website enquiries- within 5 working days
- Appointments - Wherever possible we will arrange appointments in advance, and at the convenience of customers, which will normally take place within 5 working days of a request. If there is a pre-arranged appointment with a staff member, staff will meet the customer within 15 minutes of the agreed time.



OR



Policies

If you require a copy of any relevant policies these can be accessed via:

- Telephone: 01786 446 066
- Email: info@forthha.org.uk
- Website: www.forthha.org.uk
- Associations offices at Kildean Business & Enterprise Hub, 146 Drip Road, Stirling, FK8 1RW.

Complaints

If you have a complaint in relation to either the service which you have received or a specific matter please contact the Association via our website, telephone, email or in writing using the details above. We aim to resolve all issues quickly and promptly and within 20 working days. Further information is available on our website: <https://www.forthha.org.uk/about-us/complaints/>

The Property Factors (Scotland) Act 2011

The act aims to protect homeowners by providing minimum standards for property factors. In the event that you remain dissatisfied with how your complaint has been dealt with you may contact the *First-tier Tribunal for Scotland (Housing and Property Chamber)* to request a *determination of whether the property factor has failed to comply with the act.*

You can contact them via:

First-tier Tribunal for Scotland (Housing and Property Chamber)
Glasgow Tribunals Centre
20 York Street
GLASGOW, G2 8GT

Email: HPCAdmin@scotcourtsribunals.gov.uk

Website: www.housingandpropertychamber.scot

DECLARATION OF INTERESTS

The Association may own a property within the block/development for which we provide a factoring service.

Where the Association is required to pay a factoring fee to another agent for maintenance of communal areas within a development, the cost of this will be equally shared between the number of properties that the Association owns and provides a factoring service.

HOW TO END THE FACTORING ARRANGEMENT

Change of Ownership

If you decide to transfer ownership of your property you must notify the Association in writing of the following information:

- proposed date of transfer/sale
- the new owners full name and address
- details of the new owners solicitors
- details of your solicitors
- your forwarding address

The Association will apportion the charges for the year to the date of the transfer of ownership.

Upon completion of the sale to the new owner your factoring arrangement with regard to the property sold with the Association will be at an end but the factoring arrangement with the remainder of the owners within the block / development will continue, subject to the provisions below.

Removal of Factors

The appointment of the Association as factor may be terminated on the instructions of a majority of the owners in the block, Further information can be found within the *Title Conditions (Scotland) Act 2003* and the *Tenements (Scotland) Act 2004*.

The appointment as factor can also be terminated by the Association, upon giving not less than three months' prior notice in writing.

Further information can be found within the *Title Conditions (Scotland) Act 2003* and the *Tenements (Scotland) Act 2004*.

DATA PROTECTION AND ACCESS TO INFORMATION

Information about how the Association handles and uses your personal information is contained in the "How We Use Your Personal Information (Factored Owner)" transparency statement. This is enclosed with this Written Statement of Factoring Service. The Association is registered as a fee payer with the Information Commissioner's Office, with registration number Z6293346.

Data protection legislation gives you rights in relation to the personal information that the Association holds about you. Further information about these rights is contained in the above transparency statement. The Association must respond to your request within one month from the date of receipt of your request. If your request is complex, the Association may extend the timescale for response to 3 months from the date of receipt of your request.

Access to information legislation gives you rights to access information about the Association. The Association must respond within 20 working days from the date of receipt of your request. If your request is for environmental information, the Association may extend the timescale for response to 40 working days from the date of receipt of your request, if the request is voluminous or complex.

All data protection and access to information requests should be sent to the Association's Data Protection Officer. Please refer to the above transparency statement for the contact details of the Association's Data Protection Officer.

REPORTING COMMON REPAIRS

It is an owners responsibility to ensure that their property is maintained. As factors, the Association aims to maintain a high standard of maintenance and repairs service.

Repairs procedures have been developed to ensure that repairs have been carried out to a good standard, in a cost effective manner as possible and within a timescale which causes the minimum inconvenience and nuisance to residents as is reasonable in the circumstances.

Each owner will assist the Association by reporting any defects to the Association offices. Repairs can be reported in the following way:

- Telephone: 01786 446 066. If the office is closed a message can be left on the answering machine. If the common repair is an emergency, the answering machine will provide our out of office hours emergency contractors telephone numbers, which you can telephone directly in these circumstances.
- Email: info@forthha.org.uk
- Website: www.forthha.org.uk/report-a-repair
- Associations offices at Kildean Business & Enterprise Hub, 146 Drip Road, Stirling, FK8 1RW.

When you report a repair please give as much information as possible and advise if you want to be visited by a member of staff to demonstrate where the necessary repair is located

If the required repair is straightforward the Association will pass the information directly to one of the Association's approved contractors and they will carry out the works. If the repair is less straightforward the Association will request a member of staff visit the block/development to assess the repair.

Our target timescales for common repairs are as follows:

Emergencies	- to be made safe within 4 hours
Urgent	- carried out within two working days
Routine	- carried out within ten working days
Major works. External Routine	- as advised, subject to works required

Repairs will sometimes take longer (for example, if the contractor has to order spare parts). If you are concerned about how long a repair is taking, or if a repair is not carried out to your satisfaction please contact the Association. The Association post inspect 10% of all repairs raised each month across our entire stock. Any repairs not completed as per our guidance is referred back to the contractor for resolution.

Please note that the *Property Factors (Scotland) Act 2011* requires that the Association provide information to the Scottish Government on the properties to which they provide factoring services, this will result in certain information being published and available to the public. By appointing the Association on these terms and conditions you are agreeing to this publication.

HOW WE USE YOUR PERSONAL INFORMATION

We, Forth HA, are the controller of the personal information that we hold about you, which means that we are legally responsible for how we hold and use personal information about you. It also means that we are required to comply with data protection laws when holding and using your personal information.

We have appointed a Data Protection Officer (DPO), Daradjeet Jagpal, who ensures that we comply with data protection laws. If you have any questions about this statement or how we hold or use your personal information, please contact the DPO by: e-mail at forthdpo@infolawsolutions.co.uk; telephone on 07378 635 275; or writing to: The Data Protection Officer, Forth Housing Association Limited, Kildean Business and Enterprise Hub, 146 Drip Road, Stirling FK8 1RW.

You can also contact us by: e-mail at info@forthha.org.uk; telephone on 01786 446 066; or writing to: Forth Housing Association Limited, Kildean Business and Enterprise Hub, 146 Drip Road, Stirling FK8 1RW.

Your attention is particularly drawn to section 2 of this statement, which confirms that you consent to your personal information and sensitive personal information being held and used by us as described in section 1 of this statement.

1. What personal information do we hold and use about you and why?

As part of your factoring agreement with us, we hold and use the personal information that you provided to us and / or other personal information that we may obtain about you from you and third parties on an ongoing basis.

We use such personal information for the following purposes:

- complying with our legal duties and responsibilities as a registered property factor;
- providing you with services as the factor of your property;
- communicating with you, including to: respond to your enquiries, requests for information, policies and documents and complaints; notify you of any major repairs required to the common parts of the building in which your property is located; invite you to attend owners' meetings; and ask you to complete satisfaction surveys;
- providing you with a copy of the written statement of services, including any updates to the statement;
- improving our services and responding to changing needs;
- factoring management and administration, including record keeping, carrying out repairs to the common parts of the building in which your property is located (including informing you about the progress of the same) and processing your common charges and / or service charge invoices and payments;
- recovering any outstanding charges from you;
- keeping the personal information that we hold about you accurate and up-to-date;

- protecting and defending our legal rights if you apply to the First Tier Tribunal (FTT) for Scotland (Housing and Property Chamber); and
- Taking any action following the issue of a property factor enforcement order against us by the FTT.

2. What is our legal basis for holding and using your personal information?

Data protection laws require us to have a legal reason for holding and using your personal information.

In some circumstances, we may rely on your consent as the legal reason. By providing us with your personal information and sensitive personal information (relating to your health, racial or ethnic origin, religious or other beliefs or sexual orientation) and the personal information and sensitive personal information of other members of your household (for example, an alternative contact), you:

- consent to it being used by us as described in section 1 of this statement; and
- confirm that you have informed the other members of your household of 12 years old and above of the content of this statement and they have provided their consent to their personal information and sensitive personal information being used by us as described in section 1 of this statement.

You and the other members of your household have the right to withdraw your consent to us holding and using your and their personal information and sensitive personal information by contacting us. Once you / they have withdrawn your / their consent, we will no longer use your / their personal information and sensitive personal information for the purpose(s) set out in section 1 of this statement, which you originally agreed to, unless we have another legal reason for doing so.

Our other legal reasons for holding and using your personal information are:

- performance and management of the factoring agreement between us;
- legal and regulatory obligations which apply to us as a property factor;
- protection of your vital interests; and
- our legitimate interests – while you have a legitimate interest in the protection of your personal information, we also have an overriding legitimate interest in handling and using your personal information, including sharing it with our contractors and service providers (listed in section 3 of this statement), for the purposes described in section 1 of this statement.

3. Who do we share your personal information with?

We share your personal information with the following organisations for the purposes described in section 1 of this statement:

- our contractors to undertake repairs, works and maintenance to the common parts of the building in which your property is located;
- our service providers to maintain the systems on which your personal information is stored and to allow you to make payments of charges to us;
- our solicitors for providing advice on debt recovery actions;
- your solicitor to recover any outstanding charges when you sell your property;

- our debt collection and tracing agents for the recovery of charges payments; and
- the FTT, if you apply to the FTT.

If the management of your property is to be transferred to a new property factor, then we will provide your personal information to the new property factor. This personal information will include your contact details and information about any ongoing and outstanding complaints.

4. Will my personal information be sent outside the UK?

Some of the organisations who we share your personal information with (listed in section 3 of this statement) may be based or may make use of data storage facilities that are located outside the UK. Their handling and use of your personal information will involve us and / or them transferring it outside the UK. When we and / or they do this, we will ensure similar protection is afforded to it by:

- only transferring it or permitting its transfer to countries that have been deemed to provide an adequate level of protection for personal information as a matter of data protection law; or
- using specific contracts with such organisations, which are approved for use in the UK, and which give your personal information the same protection it has in the UK.

Please contact our DPO for further information on the specific mechanism used by us when transferring your personal information outside the UK.

5. How long do we keep your personal information?

We will only keep your personal information for as long as we need to for the purposes described in section 1 of this statement, including to meet any legal, accounting, reporting or regulatory requirements. More information is contained in our data retention policy, which is available by contacting our DPO.

6. What rights do you have in relation to your personal information that we hold and use?

It is important that the personal information that we hold about you is accurate and current. Please keep us informed of any changes by contacting our DPO. Under certain circumstances, the law gives you the right to request:

- A copy of your personal information and to check that we are holding and using it in accordance with legal requirements.
- Correction of any incomplete or inaccurate personal information that we hold about you.
- Deletion of your personal information where there is no good reason for us continuing to hold and use it. You also have the right to ask us to do this where you object to us holding and using your personal information (details below).
- Temporarily suspend the use of your personal information, for example, if you want us to check that it is correct or the reason for processing it.
- The transfer of your personal information to another organisation.

You can also object to us holding and using your personal information where our legal basis is a legitimate interest (either our legitimate interests or those of a third party).

Please contact our DPO if you wish to make any of the above requests. When you make a request, we may ask you for specific information to help us confirm your identity for security reasons. You will not need to pay a fee when you make any of the above requests, but we may charge a reasonable fee or refuse to comply if your request for access is clearly unfounded or excessive.

7. Feedback and complaints

We welcome your feedback on how we hold and use your personal information, and this can be sent to our DPO.

You have the right to make a complaint to the Information Commissioner, the UK regulator for data protection, about how we hold and use your personal information. The ICO's contact details are as follows:

Telephone: 0303 123 1113

Website: <https://ico.org.uk/concerns/>

If you would like to receive this statement in alternative format, for example, audio, large print or braille, please contact us.

8. Updates to this statement

We may update this statement at any time, and we will provide you with an updated version when we are required to do so by law.

Last updated: October 2022

**Forth Housing Association Limited
Kildean Business & Enterprise Hub
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FK8 1RW**

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Email: info@forthha.org.uk

Website: www.forthha.org.uk

Opening hours:

Monday to Thursday

between 9.00am to 1.00pm and 2.00pm to 5.15pm

Friday between 9.00am to 1.00pm and 2.00pm to 4.00pm

Saturday and Sunday our offices are closed