HARBOUR

HARBOUR HOMES SCOTLAND LTD – REGISTERED PROPERTY FACTOR

Written Statement of Services

This document outlines what you can expect from us as your Registered Property Factor

Property Factor Registration Number PF0000283

CONTENTS:

Contact Us	3
A Property Factor	3
Your Property Factor	4
Authority to Act	4
Delegated Authority & Owner Consultation	4
Management Fee	5
Services Provided – Core Services	5
Excluded from Core Services	6
Buildings Insurance	7
Other Insurances Provided	7
Financial Matters	7
Invoicing	7
Paying your Invoice	8
Debt Recovery	8
Cyclical Maintenance Funds	9
Floats	9
Management & Co-ordination Fees for Project Works	10
Repairs	10
Complaints	11
Your Data	11
Declaration of Interest	12
Termination of Services	12
Selling a Property	12
Letting Out a Property	13

NOT INCLUDED in November 2022 update – please refer to previous written statement enclosures

Enclosure: Property Specific Schedule

Enclosure: Charges

Enclosure: Apportionments

Enclosure: Summary of Changes

Contact Us:

You can contact us using the methods below:

- Email: propertyfactor@polha.co.uk
- Phone: 0131 554 0403
- Mail: Property Factor, Harbour Homes Scotland Ltd, 108 Constitution Street, Edinburgh, EH6 6AZ
- Website: www.polha.co.uk/factor
- Out of Hours Emergency Repairs: 0800 783 7937

We aim to respond to your contact with 3 working days.

Office Opening Hours

Monday, Wednesday & Thursday	9am – 4pm (phones 9am - 5pm).
	Closed daily 12.30pm-1.30pm.
Tuesday	10am - 4pm (phones 10am - 5pm).
	Closed daily 12.30pm-1.30pm.
Friday	9am – 3pm (phones 9am - 3.45pm).
	Closed daily 12.30pm-1.30pm.

These timings are subject to change but are kept up to date on our website – Contact us - Port of Leith Housing Association (polha.co.uk)

Our staff are working flexibly – we recommend you make an advance appointment should you wish to see a member of the Factoring Team in person.

Information and policy and procedural documents are made available in digital format, including our website. Our default method of issue is by email. Any customer who doesn't use email can make a request for hard copies.

A Property Factor:

Each owner has a responsibility along with other owners to maintain and repair common parts of the development. A Property Factor acts as an agent on behalf of owners to undertake this work and charge all owners as per the split outlined in your Title Deeds, any Deed of Conditions, the Tenements (Scotland) Act 2004, or the Title Conditions Act 2003.

It would be beneficial to have your Title Deeds to hand when consulting this document. Please also see the Property Specific Schedule included with this document.

Your Property Factor:

HARBOUR HOMES SCOTLAND LTD is your appointed Property Factor. We endeavour to fully comply with the Property Factors (Scotland) Act 2011 and are registered with the Scottish Government (**Registration Number PF0000283**). We are also a Scottish Charity (Registered Number SCO27945).

As a Registered Property Factor, we must adhere to the following provisions within the Property Factors (Scotland) Act 2011:

- Apply and be accepted onto the Property Factors Register
- Ensure our Property Factor Registration Number is on documents issued to owners
- Comply with the Code of Conduct

Please visit our website www.polha.co.uk/factor for access to further information on Property Factors and to view our procedures. Alternatively, you can call us requesting this information or send an email to propertyfactor@polha.co.uk.

Authority to Act:

We operate on your development because the required majority of relevant owners voted to appoint us, or the Title Deeds or Deed of Conditions grant us authority to do so. Your Property Specific Schedule will state which applies on your development. The title plan linked to the title deeds outlines the boundaries of the development.

This means we are authorised to carry out work to repair and maintain the common parts of your development and bill you your share of the cost. Common parts are the structure, main walls, roof, foundations, services, grounds and any other common areas internally or externally serving the building or estate – these typically include but are not limited to: block doors, back greens, roofs, stair lighting and lifts.

Where we have purchased the assets or otherwise been introduced to homeowners by the existing property factor, a letter of introduction should be provided include a clear statement that homeowners are responsible for choosing and appointing their property factor and are not obliged to take up the offer of services. The reverse is also applicable should we sell or introduce homeowners to another property factor.

Delegated Authority & Owner Consultation:

Some Deeds set a maximum spend above which we can't undertake work without consulting owners and getting permission to do so. This is known as the Delegated Authority. Where a Deed doesn't detail a maximum spend, we endeavour to notify customers of any work likely to exceed £2000. Please refer to the Property Specific Schedule for details for your development.

We will consult with you on matters over delegated authority in accordance with the consultation procedure detailed in your title deed of conditions or where deeds are silent using the Tenement Scotland Act (2004) Framework for owners to make scheme decisions.

There are some circumstances where we will not consult owners before instructing work that exceeds the Delegated Authority. Examples include:

- In an emergency where we will do the necessary to make safe and prevent serious damage to property
- In an emergency where we will do the necessary to protect people and make safe in the interest of health and safety

We will notify owners as soon as practical after instructing any emergency works which exceed delegated authority.

For works that are likely to exceed the Delegated Authority limit, and are not an emergency, we will consult with owners and take any necessary vote before instructing such works.

Management Fee

Each owner is charged a Management Fee to cover the cost of provision of the factoring service at the development. Currently, each owner is charged a flat rate which we review annually and is inclusive of VAT. The annual total is split and charged equally across the quarterly invoices.

We reserve the right to increase or decrease the Management Fee based on the services provided at a development, the complexity of managing any equipment located in the development, maintenance demands and the level of resources used in the previous financial year. Any changes to the level of the Management Fee will be effective from 1st April and owners will be notified in advance of any change. The Charges document enclosed details your current Management Fee and other charges.

The Management Fee is for the Core Services which are listed below.

Core Services Provided:

- Repairs and Maintenance of Common Parts and Communal Components
    - Out of hours emergency repairs service – see repairs section for response timescales
    - Reactive repairs service – see repairs section for response timescales
    - Some contractor performance management and procurement
    - Pre- and post-inspection of complex reactive repairs where required
    - Procurement and management of communal stair cleaning, ground maintenance and window cleaning
    - Procurement and management of communal component Health and Safety and servicing contracts where applicable – eg Lifts, Fire Safety Equipment, Roof Anchors, Water Systems – this list is not exhaustive
    - Annual Factoring Officer visit to site
- Customer Service
    - Team to assist with any queries and take repair requests
    - Appointment service at our office or your development
    - Processing complaints

- Organisation and administration of owner meetings and votes
- Raising Communal Buildings Insurance claims
- Engaging with residents regards stair safety and housekeeping
- Invest in training employees to ensure they are up to date with all relevant factoring legislation

- Financial Matters

  - Raising and issuing quarterly factoring invoices
  - Apportioning costs amongst owners
  - Provision of cyclical fund annual statements and fee information
  - Some aspects of debt recovery
  - Applying value for money principles during procurement exercises
  - Cyclical Maintenance Fund collection and management

Excluded from Core Services:

The actions below will incur a fee (list not exhaustive):

- Repairs and servicing costs incurred in maintaining common parts
- Costs incurred for dealing with abandoned items (including vehicles) and fly tipping
- Property Condition Surveys – can include stock condition surveys, asbestos surveys, specialist equipment surveys (ie lifts and other mechanical or electrical equipment) and insurance revaluation surveys
- Buildings Insurance premiums, procurement, administration, claim excess charges
- Raising and Managing Communal Buildings Insurance claims
- Public Liability Insurance premiums, procurement, administration, claim excess charges
- Engineering Insurance inspections, premiums, procurement, administration and claim excess charges
- Fees incurred by professionals consulted as required – can include solicitors, building surveyors, structural engineers, mechanical and electrical engineers
- Value Added Tax
- Costs incurred complying with health and safety regulations
- Sourcing and consulting Deeds
- Tendering a project
- Instructing solicitors around debt recovery
- Sourcing funding and administrating applications
- Conducting due diligence on contractors
- Engaging with owners in neighbouring development(s) around shared work eg boundary wall
- Liaising with a developer eg defects
- Engaging with warranty providers eg NHBC
- Creation of an Asset Management Plan for a development
- Hire of external venue for proprietor meetings (£85)
- Charge for late payment of invoice (£30.00)
- Sale of property or change of ownership (£56.94) outgoing owner
- Supplying copies of documents already issued (£5 per request)

Fees for actions out-with the Core Services will be based on actual costs incurred, a fixed labour rate (minimum 30 minutes), estimation of resources required or a combination of all three. Owners will be

notified of costs at point of request or earliest opportunity to do so. Costs are subject to annual increase. We reserve the right to charge for any actions required that are over and above what is covered in the Management Fee or where we consider it reasonable to do so due to the resources required. We will advise of any costs over and above the stated Management Fee as soon as is practicable to do so.

Buildings Insurance:

Where your Deeds require it, or where a majority vote was held, we will provide proprietors with Building Insurance through a common policy taken out in our name. This will be procured annually. We do not receive commission for arranging this.

We will contact you annually to confirm the value of your premium, the value of your cover and to issue a Summary of Cover document. We will raise any claims relating to common property, but owners are responsible for raising claims for matters which arise within their private residence.

Any excess payable will be added to the first quarterly factoring invoice that follows our payment of the excess on owners' behalf for claims relating to common property.

Insurance revaluations are typically undertaken on a 5-yearly basis, for which an independent valuation surveyor is directly appointed. These are undertaken to ensure your building is insured for the correct value and isn't underinsured.

Please refer to the Property Specific Schedule to check if we provide this service at your development.

Other Insurances Provided:

Where required and where authority is granted, we will procure and provide the following insurances and bill owners their share of the costs incurred.

Engineering Insurance - It is a legal and statutory requirement for many types of plant and machinery to be inspected on a regular basis. This includes items such as lifts, boilers, lighting and pumps. Engineering Insurance and Inspection provides an independent inspection of plant and equipment to ensure it is safe and serviceable along with insurance cover for accidental damage and unforeseen circumstances and excludes breakdown, responsive and major repairs.

Public Liability Insurance – where allowed for in the Deeds. This protects homeowners in respect to claims against them for personal injury or property damage experienced by a third party.

Financial Matters:

Invoicing

We currently invoice our factored customers quarterly, in January, April, July and October. Our default method of issue is by email. Any customer who doesn't use email can make a request for hard copies.

Owners are responsible for ensuring we hold their most up to date contact details.

We bill fixed charges in advance. These charges include grounds maintenance, stair cleaning, buildings insurance premiums and the management fee.

We bill most variable charges in arrears. These include communal electricity, servicing costs and reactive repairs. We pay the contractor before billing you your share to recoup our expenditure.

Invoices will detail, where applicable:

- Management fee
- Charges for services provided eg grounds maintenance, stair cleaning, lift maintenance, fire equipment maintenance
- Buildings Insurance premiums and claim excesses
- Cyclical Fund contributions (more on this to follow)
- Your share of any communal repairs undertaken
- Your share of any planned works undertaken
- Debt recovery charges including legal fees, late payment penalties and interest
- Details of any arrears

We may issue additional invoices for payment by you to cover specific project work undertaken or to collect deposits.

The Title Deeds typically advise on what proportion each owner is responsible for of any costs incurred. Where the Deeds are silent on this matter, the Tenements (Scotland) Act 2004 provides a means of apportioning repair and maintenance expenditure. Please see the Apportionments document enclosed.

Paying your Invoice:

Invoices are to be paid within 28 days of issue and owners should contact us to raise any invoice queries within 14 days. Payments can be made using the following methods:

- By direct debit (download form)
- Standing Order
- Bank Transfer – Bank Of Scotland, Sort Code 80-02-38, Account 00756644 – please use our reference from your invoice so we can allocate your payment
- By debit/credit card or cheque at Harbour Headquarters, 108 Constitution Street
- By Allpay card over the counter at outlets with the PayPoint sign, online or at the Post Office
- The Allpay website, mobile app (Apple or Google Play) or via their direct telephone line (0330 041 6497) with your payment card ready

A cover letter is issued with invoices outlining how to pay and requesting that you use your account reference on any payment made.

Debt Recovery:

Owners who do not pay their share of factoring costs and charges can affect the provision of factoring services to others on the development.

Owners are required to pay their invoices in full within 28 days of the same being issued. Any owners who do not settle their account in this timeframe will be contacted per our Debt Recovery Procedure. We can also supply you with support and information on debt solutions available from not-for-profit debt advice bodies.

Any customer who does not settle their invoice within 42 days of the same being issued will be subject to a late payment charge and the application of interest to any outstanding balance.

If no payment is received after 49 days, a Solicitor may be engaged to assist us in recovering funds on behalf of ourselves and other owners in the development. Any costs associated with the debt recovery process will be passed on to the defaulting owner.

If we are unable to recover funds from an owner upon exhausting our Debt Recovery Procedure, steps may be taken, where allowed, to recover unpaid funds from other owners on the development. These owners are then able to recover the funds from the defaulting owner.

For further details, you can view our Debt Recovery Procedure on our website at Debt-Recovery-Procedure-for-Web-Site.pdf (polha.co.uk).

Cyclical Maintenance Funds:

These are also known as Sinking Funds or Reserve Funds.

Where the titles to the development allow, or where the requisite number of owners have voted for such a Fund to be introduced, owners will contribute towards a Cyclical Maintenance Fund. This fund is a way of saving towards work that will be required to common parts of the development. Contributions to the fund are non-refundable and appear as a fixed charge on your quarterly invoices. The value of the fund remains with the property should it be sold.

The Deeds may specify how the money in the fund is to be spent. The Deeds often state how the contributions by owners increase or decrease year on year.

Some Deeds allow the fund to be used for regular servicing and remedial works. The cost of this work is deducted from the Cyclical Fund instead of being billed out on quarterly invoices. Where this is not the case, we will ask owners to vote on whether or not to pay for something using the money in the fund and will only use funds in the manner voted for by the requisite majority of owners.

A statement of the Cyclical Fund is issued to customers annually. The Property Specific Schedule shows whether or not a Cyclical Fund is in place for your development.

Cyclical funds will be held in an interest-bearing bank account, sperate to our own funds and which is accounted for by development.

Floats:

As Factor, we reserve the right to request a float payment from incoming customers. These will be returned within a reasonable timescale. under deduction of any monies properly owed to us as Factor, should an owner sell their property or where we no longer provide a service at your development.

The level of the float payment will be determined by the costs involved in providing services at each development or by any provision determined by the Deeds. Incoming customers will be notified of the amount of float required and will be billed in advance of the service implementation.

Floats will be held in a bank account, separate to our own funds and which is accounted for by development.

Management and Co-ordination Fees for Project Works:

On occasion, a larger project may be undertaken on your development. These are typically subject to a majority of owners voting in favour. For this we apply a charge for the additional management and administration of the project at 5% (+VAT) of the total project costs (less VAT)

If services of specialist external consultants are required to carry out inspections, prepare works specifications, procurement, site management, Clerk of Works supervision, and post contract work (defects management); these costs will be included in the total project cost.

We may bill owners at multiple stages of a project: a) when the tender process is complete b) to take a deposit and c) at practical completion of the project.

The sum we require to be paid as a deposit will depend on the estimated works cost of the project and the balance of the Cyclical Fund (where applicable). We aim to have 80% of the value of the estimated works costs together with the likely fees due in respect of such works paid before signing the contract for works to commence. We will generally enter into a Minute of Agreement with you, outlining the scope of the works and the terms of our appointment and the appointment of any contractor and consultants. We may apply a Notice of Potential Liability (NOPL) to your property as means of ensuring that monies are recovered for the works. We will ensure the NOPL is discharged when all sums due by you are paid.

Repairs:

Owners are responsible for contacting us to report any repairs they consider are required to common parts of the development. We accept no liability for instructing repairs that have not been reported to us.

See below for how to contact us:

Emergency Repairs:

Call 0808 100 0403.

If calling out-with office hours, please dial 0800 783 7937.

These are repairs where there is a danger to health, personal safety or a serious risk of damage to the property eg major leaks, loose masonry. If it's not possible to complete the repair to remove the said risks immediately, steps to reduce the risk will be undertaken.

All Other Repairs:

Call 0808 100 0403.

Email: propertyadmin@polha.co.uk (include pictures where possible)

Complete the repair form on our website:

https://www.polha.co.uk/customers/repairs/report-a-repair/

Write to us at Property Administration, Harbour Homes Scotland Ltd, 108 Constitution Street, Edinburgh, EH6 6AZ.

We may instruct an inspection prior to organising repair works.

Our Repair Priorities:

We prioritise our repairs according to how urgent they are using the following categories:

- Emergency – 2 hours
- Immediate – 24 hours
- Urgent – 5 working days
- Routine – 15 working days

Where cost of works exceeds our delegated authority and consultation is required this may extend the time taken to repair beyond our anticipated timescales.

Complaints:

If you are dissatisfied with the factoring service provided, please contact us to let us know. Complaints can be made by phone, in person, in writing, via e-mail or via our website. As per the Property Factors Code of Conduct - we do require that you follow up a complaint you have made over the phone or in person; in writing.

Upon receipt of your complaint, it will be logged as a Stage 1 Complaint. Stage 1 Complaints are investigated and responded to within 5 working days. We will notify you when we respond that should you remain dissatisfied, you can escalate the complaint to Stage 2. We have 20 working days to investigate and respond to a Stage 2 Complaint. We will write out to notify you in our final response that you have now exhausted our Complaints Procedure. We will retain all correspondence relating to a homeowner's complaint for a period of at least 3 years from the date of the receipt of the first complaint.

If after exhausting our complaint process you wish to escalate the matter further, you can ask the First-tier Tribunal for Scotland (Housing and Property Chamber) to investigate your complaint if you feel that we have breached the Code of Conduct for Property Factors.

Further information on the Code of Conduct and First Tier Tribunal can be found online at www.housingandpropertychamber.scot. Alternatively, you can contact them at the details below:

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

Telephone: 0141 302 5900
Fax 0141 302 5901
Email: HPCAdmin@scotcourtstribunals.gov.uk – for completed applications only.

Contractors employed by Harbour Homes Scotland Ltd are required to abide by their contractual terms and legal duties (eg Health & Safety). All complaints raised by owners including those against external contractors employed by Harbour Homes Scotland Ltd will be dealt with using the above framework for complaints.

Your Data:

You can view our Privacy Notice on our website at Privacy notice - Port of Leith Housing Association (polha.co.uk) or you can contact us to request a copy.

We are registered as a Data Controller with the Office of the Information Commissioner under registration number Z5626639, and we are the data controller of any personal data that is provided to us.

Declaration of Interest:

HARBOUR HOMES SCOTLAND LTD are a Registered Social Landlord and provide Mid-Market Rental homes via a subsidiary called HARBOUR LETTINGS LTD. In one of these capacities, they own property on your development. Details of this can be found in the Property Specific Schedule.

Stair Cleaning services are provided by in house staff.

HARBOUR MULTI TRADES LTD, our main reactive repairs contractor, is now a wholly owned subsidiary of HARBOUR HOMES SCOTLAND LTD. They were appointed by us as the main reactive repairs' contractor via an open tendering exercise and the existing contract expires in August 2024. Their details are below:

Harbour Multi-Trades Ltd
Granton House
219 Granton Road
Edinburgh
EH5 1AB

Registered in Scotland: No. SC202640

Termination Of Services:

Owners are able to alter or terminate their factoring arrangement with us. The Title Deeds, Tenements (Scotland) Act 2004 or the Title Conditions Act 2003 should be consulted for guidance on how to do this. Alternatively, you can contact us to discuss. If upon the vote of a requisite majority of owners we are to be replaced as factor, we request that owners provide us with not less than 3 months' notice in writing of their intention to terminate the arrangement. A final invoice will be issued to the exiting owners within 3 months of service termination.

We will work with owners to ensure a smooth handover to another Property Factor where applicable. We request that the required majority of owners provide a letter of authority confirming their instructions on any information they wish to be shared with the new Property Factor. We can then liaise directly with the new Property Factor on behalf of owners and where required, ensure transfer of Cyclical Fund balances to the new factor. We will liaise with the new property factor to ensure valid insurance remains in place after the transfer. We will agree with new Property Factor and exchange necessary information relevant to outstanding complaints which they may choose to progress.

We also ask that all owners settle their factoring accounts in advance of any transfer date.

Selling A Property:

If a property is being sold or title to same transferred, the owner (or their Solicitor) must provide us with the date the transaction takes place, the identity of the new owner and a forwarding address at least 14 days in advance of any such transfer of title.

An administration charge of £56.94 will be applied to the exiting owner's account to cover our costs. The exiting owner must settle any current outstanding charges in advance of the transaction taking place. A

final invoice will be issued to the exiting owner within 3 months. Where a refund is owed, we will request your bank details and arrange a transfer of the refund monies.

As per 1.2 of Property Factor code of conduct 2021 we will take all reasonable steps to ensure that a copy of the WSS is provided to homeowners within: 4 weeks of agreeing to provide service, the date we receive official notification of a new purchase or within 3 months of any substantial change to terms of service.

Letting Out A Property:

In the case where the property is privately let, the owner shall notify PoLHA prior to the commencement of the let and provide PoLHA with the owner's correspondence address, updating this as required should the correspondence address subsequently change.

Should the property be unoccupied for any period exceeding two weeks the owner must notify us as it may affect the conditions of any Common Buildings Insurance policy where applicable.

HARBOUR