



# Fife Council Factoring Service



## Written Statement of Services

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## 1.0 Introduction

- 1.1 Fife Council is a registered property factor and provides services within communal areas to properties throughout Fife. This 'Written Statement of Services' describes the service levels and arrangements between Fife Council and homeowners in its managed developments.
- 1.2 The Statement has been produced in accordance with the requirements of the Property Factors (Scotland) Act 2011 and its associated Code of Conduct. Our Property Factor Registration number is PF000361.

## 2.0 Authority to Act

- 2.1 Fife Council is authorised to act as factor for your block as:
  - the Council provides a number of services for your block through 'custom and practice' or
  - the majority of the owners in your block have appointed the Council to act as factor
- 2.2 Our authority to act includes the management of:
  - Routine maintenance (e.g., grounds maintenance and cleaning)
  - On-going repairs and maintenance to common areas
  - Emergency repairs to common areas
  - Utilities and utility bills (where applicable)
  - Launderette facilities (where applicable)
  - Planned maintenance

## 3.0 Written Statement of Services

- 3.1 It is the duty of registered Factors to provide each homeowner in managed developments with a written statement of services, setting out, in a simple and transparent way, the terms and service delivery standards of the arrangement in place between the factor and the homeowner.
- 3.2 This document should be read in conjunction with the 'Schedule of Services' detailed within your Factoring Consultation letter. This schedule details the core services you should receive as part of the factoring service provided by us. Non-core services are carried out in line with the Delegated Authority Limit.

## 4.0 Declaration of Interest

- 4.1 Where Fife Council owns a property in the block or development, we will have an interest as an owner in the common parts. As a landlord we have rights and responsibilities in terms of looking after and paying for the upkeep of the shared parts of the building or development.
- 4.2 Repairs and maintenance of properties will be arranged through our in-house partner Building Services.

## 5.0 Factoring Services

- 5.1 The Council's main function as your factor is to manage the repair and maintenance of the parts of the block and services that are common to residents. Examples of common parts of a block are the external walls, the roof, the close or common entry and any common pathways etc. Your title deeds specify your responsibilities in respect of your own property and the common parts of your block.

## 5.2 Fife Council, will provide:

- Dedicated Factoring Team
- Knowledge of the building structure and shared ownership
- 24-hour service to report repairs using our Contact Centre
- Management of emergency and non-emergency repairs
- Repairs inspection on completion of work
- Professionally trained and insured tradespeople
- A variety of payment methods and payment options
- Annual inspection of shared common areas e.g. stairwells, laundrette, grounds
- Owner newsletter
- Customer satisfaction surveys

## 6.0 Communal Repairs and Maintenance

- 6.1 Fife Council will manage all repairs and maintenance on your behalf and carry out a visual inspection of all common areas periodically to identify necessary repairs and maintenance required to preserve the fabric of the building.
- 6.2 The title deeds for a property will usually specify the arrangements for the management and maintenance of common parts, the procedure for making decisions and how costs are to be apportioned between homeowners. Where the title deeds do not make provision on specific points, the Tenements (Scotland) Act 2004 and the associated Tenement Management Scheme will apply.
- 6.3 Although it is not possible to generalise for all properties, homeowners will usually be responsible for an equal share of the cost of common repairs and maintenance of the common parts. For example, homeowners in a block of six flats will usually each be liable for a 1/6th share of the cost of common repairs or maintenance works.
- 6.4 The cost associated with any non-emergency or emergency repairs carried out will be included within your factoring invoice or may be issued separately.
- 6.5 **Examples of emergency repairs include:**
- Close lights not working and leaving the stairwell in darkness
  - A roof tile which has broken and is dangerous or letting in water
  - A loose rhone hanging over doorways and common paths
  - Burst pipes within communal areas
- 6.6 **Examples of non-emergency repairs include:**
- Repairs to the door entry system (non-emergency)
  - Cleaning to guttering where moss has gathered
  - Damaged roof tiles which need replaced
  - Leaking rhones
  - Faulty door closer on communal door
- 6.7 Please note you are responsible for repairs and maintenance within your own home. Factoring Services is for communal repairs only.

## 7.0 Delegated Authority Limit

- 7.1 Where a common repair is required at an estimated cost of £250 or less per homeowner, the Council will normally instruct these works without any consultation with you. This approach will ensure that the majority of common repairs are dealt with efficiently.
- 7.2 Where each homeowner's share of the proposed work is estimated to be more than £250, we will consult with each homeowner, providing details of the costs. In this circumstance and prior to instructing the work, the Council will endeavour to obtain consent from the homeowners concerned.
- 7.3 Where repairs are necessary for the immediate protection of any person or property, the Council may instruct works above this £250 limit without prior consultation with homeowners. In circumstances where individual homeowners or the Council have differing opinions on repair issues, the Title Deeds will take precedence.
- 7.4 The delegated authority limit of £250 excludes high-rise properties and this is set at a limit of £50 per property.
- 7.5 Emergency and urgent repairs will be carried out without prior consent of homeowners due to the nature and urgency of these repairs.

## 7.6 Repair Target Times

<b>Emergency</b>	<b>24 hours</b>	Emergency repairs are those which if left unattended may seriously affect the structural integrity of the property, the occupation of the property, constitute a danger to public health and safety or compromise the security of the premises.
<b>Urgent</b>	<b>5 working days</b>	An urgent repair is classed as a repair which if left unattended could lead to a deterioration of the property or result in a health and safety risk.
<b>Routine*</b>	<b>30 working days</b>	These are repairs where there is little or no risk to homeowners or residents.
<b>Planned maintenance*</b>	<b>180 working days</b>	Planned maintenance is programmed work, which may include painter work, replacement of roof coverings, lift replacement and sprinkler systems. This list is not intended to be exhaustive, but does provide a general overview of the planned maintenance services provided by the Council.

\*Targets are from the time of full homeowner consent and / or approved costs

## 7.7 How to report a communal repair

Non-emergency	03451 55 00 11	Monday to Friday 8am to 6pm
Emergency	03451 55 00 99	From 6pm week days, weekends and public holidays

**Please confirm to the operator you wish to report a repair in a factored block**

Alternatively, you can visit your local Customer Service Centre, (please check opening times before you visit).

## **8.0 Repairs and Maintenance Contract Arrangements**

- 8.1 Fife Council has a high-level framework through the Housing Maintenance and Investment Partnership to effectively manage and deliver best value services for repairs and maintenance.
- 8.2 Fife Council is committed to providing high quality housing services through the most economic use of resources, based on the principles of shared services, equity and accountability. As an inherent part of its service, the Housing Service, Building Services and Property Services aim to provide an efficient and effective responsive repairs service, including planned maintenance, component replacement programmes, servicing, small projects and improvement works.
- 8.3 Recharging for all works will be done on a 'cost recovery' basis reflecting the actual costs incurred for professional services, supervision, labour/materials/plant, subcontractors and support services.
- 8.4 The shared services approach recognises the value in minimising and eliminating risk in service delivery. This means the experience, past performance, developing relationships and integrated working of the shared service model are recognised in any best value analysis.

## **9.0 Financial and Charging Arrangements**

- 9.1 Homeowners will be charged for the factoring service provided to them by Fife Council. Typically, your title deeds will confirm your share of the cost but in cases where the title deeds fall silent on the matter costs will be determined in accordance with the Tenement Management Scheme under the Tenements (Scotland) Act 2004. Where charges are based on estimated costs any necessary adjustments will be shown on future invoicing.

### **9.2 Invoicing**

Fife Council will issue invoices to homeowners annually for factoring services. We may issue invoices for repairs and maintenance separately. Payment is due within 14 days, alternatively you can arrange a payment plan by calling the Income Recovery Team. Invoices will be posted to the contact address we have on file, if you have confirmed an alternative contact method such as email, we will aim to deliver this within our capabilities.

- Income Recovery Team Tel: 03451 55 11 55 Select Option for Invoices

### **9.3 Late Payments**

If payment for an invoice is not received by the due date, there may be a late payment surcharge applied to cover our additional administrative costs in recovering the sums due.

#### 9.4 VAT

The Council must pay VAT for some repair and maintenance costs. When this is the case we will add VAT at the appropriate rate to your share of the costs. The invoice that we send you will fully detail any VAT payable.

- Factoring services to homeowners would be Standard Rated (20%)
- Repairs that were required under statute would be out of scope (no vat)

#### 9.5 Management Fee

An annual management fee will be charged to cover the day to day management costs of providing a factoring service. These services include but are not limited to staff, stationery and overhead costs, downloading of title deeds, raising invoices, attending meetings with owners/owners' associations, communicating with homeowners and arranging repairs and inspections. This fee will be charged to cover all costs to manage service delivery. Changes to this fee will be communicated to homeowners either through invoicing, letter or owners newsletters.

#### 9.6 Payment Methods

<b>Direct Debit</b>	Tel: 03451 551155
<b>Telephone*</b>	Tel: 03451 550055 using our automated telephone service
<b>Online*</b>	Visit Fife Council's website <a href="https://www.fife.gov.uk/services/pay-it-online">https://www.fife.gov.uk/services/pay-it-online</a>
<b>Pay point</b>	At any post office or pay point outlet
<b>BACS*</b>	sort code 83-22-37, Account 00637537

\* Payment reference is required which is outlined on the invoice

#### 9.7 Debt Recovery Policy

It is important Fife Council recovers all costs associated with factoring services. We have a corporate debt policy for dealing with non-payment which clarifies the steps we will follow. You will find the policy @ [www.fife.gov.uk/invoices](http://www.fife.gov.uk/invoices)

If you fall behind with your factoring charges, suitable arrangements can be made to clear the debt. If you have an arrangement in place, it is vital you adhere to it to avoid possible legal action being taken against you. In order that we are fair to those homeowners who do pay their factoring charges in full and on time please be advised Fife Council will pursue legal action to recover unpaid factoring charges where there has been no attempt to clear arrears, or an arrangement has been consistently broken. Where debt is pursued through the legal process all expenses will be recharged to the homeowner.

#### 9.8 Financial Difficulty

If you are having difficulty paying factoring fees, we can help by:

- Setting up an affordable payment plan
- Advising you of organisations that can help with money advice

## **10.0 Floating and Sinking Fund**

10.1 Fife Council do not currently operate floating or sinking funds. However, this is something we may consider introducing in the future if homeowners consider it a financially viable and sustainable option. Budgeting for major works is an important part of living in a block and Fife Council is keen to encourage homeowners to budget for unexpected or major repairs. Any implementation of a floating or sinking fund will only be done through consultation and agreement with homeowners.

- A floating fund is an advance of money kept in a separate maintenance account for your factored property. This is used for routine repairs and maintenance.
- A sinking fund is an amount of money set aside to cover future major works on common areas of the property.

## **11.0 Buildings Insurance**

11.1 Fife Council do not currently offer block buildings insurance as factor. Fife Council is insured for all risks, but this only covers risks arising from Fife Council owned flats or its share of any risks arising within the common areas and specifically excludes risks from all other flats or their share to common areas.

11.2 As legislated in the Tenements (Scotland) Act 2004, section 18, all homeowners are responsible for ensuring their property is adequately insured to cover full reinstatement costs of the building including common areas as well as the contents. It is essential each homeowner has the necessary cover within their insurance policy to protect their interest in the common areas in the event of a claim being made. Any homeowner may, by notice in writing, request the homeowner of any other property in the tenement to produce evidence of:

- The policy in respect of any contract of insurance which the homeowner of that property is required to have or to effect; and
- Payment of the premium for any such policy

11.3 Consequently, Fife Council may require to see copies of your buildings insurance policy subject to any claim. Upon request you have 14 days to produce the evidence.

## **12.0 Communication Arrangements**

12.1 Fife Council aims to be clear and transparent in all our communications with homeowners. We will not provide false or misleading information. Our preferred method of contact is email, alternatively homeowners can phone or write to us. We aim to:

- Respond to all letters within 15 working days
- Respond to all emails within 15 working days
- Respond to all voicemails within 2 working days

12.2 Contact details are provided at the end of the document.

12.3 If you are the homeowner of a factored property and move home you should contact us so we can update your new contact details.

## **13.0 Complaints and Dispute Resolution**

13.1 In the event of a dispute please contact us directly in the first instance so we can resolve any issues. See section 18 for methods to contact us.



13.2 Fife Council has a complaint handling procedure. This procedure outlines how to make a complaint, who can make a complaint and our procedure for dealing with a complaint. There are set timescales for dealing with complaints in our procedure and if these cannot be met then homeowners will be given an indication of the timescale and a reason for the delay.

13.3 The complaints process has two stages:

**Stage 1 – frontline resolution**

This could mean an on-the-spot apology and explanation if something has clearly gone wrong, and immediate action to resolve the problem. We will advise of our decision at Stage 1 in five working days or less, unless there are exceptional circumstances. If we can't resolve the complaint at this stage, we will explain why and tell the homeowner what they can do next. We might suggest that the homeowner takes the complaint to Stage 2.

**13.4 Stage 2 – investigation**

Stage 2 deals with two types of complaint: those that have not been resolved at Stage 1 and those that are complex and require detailed investigation.

13.5 When using Stage 2 we will:

- acknowledge receipt of the complaint within three working days
- discuss the complaint directly to understand why the homeowner remains dissatisfied and what outcome the homeowner is looking for
- give a full response to the complaint as soon as possible and within 20 working days

13.6 If our investigation will take longer than 20 working days, we will advise accordingly. We will agree a revised timescale with the homeowner and keep them updated on progress.

13.7 **Fife Council complaints form can be found online at:**

[www.fife.gov.uk/commentsandcomplaints](http://www.fife.gov.uk/commentsandcomplaints)

**14.0 First Tier Tribunal**

14.1 The Housing and Property Chamber First-tier Tribunal exists to resolve complaints and disputes between homeowners and property factors. You may make an application to the Homeowner Housing Panel in the following circumstances:

1. Where you have notified the Council in writing of the reasons why you consider Fife Council has failed to carry out its factoring duties or failed to comply with the Code of Conduct for factoring; and
2. After the Council's complaints process has been exhausted, you believe that the Council has refused to resolve your complaint or has unreasonably delayed attempting to resolve your complaint.

#### 14.2 First-tier Tribunal Contact details:

Housing and Property Chamber  
First-tier Tribunal for Scotland,  
Glasgow Tribunals Centre,  
3<sup>rd</sup> Floor, 20 York Street, Glasgow G2 8GT  
Telephone: 0141 302 5900

Further information on this can be found at:

- [www.housingandpropertychamber.scot/](http://www.housingandpropertychamber.scot/)

### 15.0 Selling your Factored Property

15.1 When the factored homeowner sells or transfers their property, they will need to inform the Council as to the final date of their occupation and the name of the new homeowner. This requirement is so that a final invoice can be prepared for the departing homeowner and details of the new homeowner can be recorded. The seller will be required to make payment upon receipt of the final invoice and statement for the year to that date.

### 16.0 Ending the Factoring Arrangement

- 16.1 Your title deeds may provide a method for terminating any factoring arrangement. However, if your title deeds fall silent, the Tenements Management Scheme under the Tenements (Scotland) Act 2004 allows a majority of homeowners in your block to dismiss a factor and/or appoint a new factor.
- 16.2 You may also be entitled to apply to the Land Tribunal for Scotland under Part 9 of the Title Conditions (Scotland) Act 2003 to vary or discharge your title conditions.
- 16.3 To change your property factor a meeting should be held with all of the homeowners in the block, including the council if they are a homeowner, to discuss all possible options and to cast a vote on the changes. Please note each property in the block has 1 vote. For example, if a homeowner has 3 properties in the block they will have 3 votes.
- 16.4 If the decision is to terminate Fife Council as your factor, we will ask for 3 months' written notice confirming the majority decision, details of the vote taken and a signed mandate from those homeowners. Upon termination of the factoring agreement Fife Council will issue a final statement and any other relevant information to all homeowners within 3 months from the date of termination.
- 16.5 We will operate a 7 day 'cooling off' period for any termination notice to ensure the wishes of all homeowners are fully expressed and acknowledged by us.
- 16.6 Fife Council can end the factoring arrangement by serving at least 6 months' notice to all homeowners within the block. The homeowners will require to appoint a new factor.

### 17.0 Data Protection

17.1 Fife Council Housing Services collect, process and hold your personal information to deliver housing services effectively and to meet strategic and statutory responsibilities. For more information about how we use the information that you give us please visit: <https://www.fife.gov.uk/home/privacy-policy>

## 18.0 How to Contact Us

Post: Fife Council Factoring Services  
Housing, Fife Council  
3<sup>rd</sup> Floor, Fife House  
North Street  
Glenrothes  
KY7 5LT

Email: [factoring@fife.gov.uk](mailto:factoring@fife.gov.uk)

Telephone: 03451 555 555 Ext 444504

Website: <https://www.fife.gov.uk/kb/docs/articles/housing/factoring-services-and-mutual-repairs>

## 19.0 Further Information

- Property Factors (Scotland) Act 2011
- <http://www.legislation.gov.uk/asp/2011/8/contents>
- The Code of Conduct can be found at:  
<https://beta.gov.scot/publications/property-factors-scotland-act-2011-code-conduct-property-factors/>
- The Register of Property Factors can be accessed at:  
[www.propertyfactorregister.gov.scot](http://www.propertyfactorregister.gov.scot)



For further information please contact  
**Fife Council's Factoring Service**  
 Property Factor Registration No PF000361

Visit: [www.fife.gov.uk/factoring](http://www.fife.gov.uk/factoring)

Email: [factoring@fife.gov.uk](mailto:factoring@fife.gov.uk)

Tel: 03451 555 555 ext 444504

Post Fife Council  
 Factoring Service  
 Fife House  
 North Street  
 Glenrothes  
 KY7 5LT



### Alternative Formats

Information about Fife Council can be made available in large print, braille, audio CD/tape and Gaelic on request by calling  
**03451 55 55 00**



### British Sign Language

Text (SMS) 07781 480 185

Contact **SCOTLAND-BSL**



### BT Text Direct:

18001 01592 55 11 91

### Language lines

خط هاتف اللغة العربية:  
 03451 55 55 77

বাংলায় আলাপ করার জন্য টেলিফোন লাইন:  
 03451 55 55 99

中文語言熱線電話:  
 03451 55 55 88

Polskoj.ezyczna linia telefoniczna:  
 03451 55 55 44

اُردو زبان کے لیے ٹیلیفون نمبر  
 03451 55 55 66