



# Written Statement of Services



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## 1. INTRODUCTION

1.1 This Written Statement of Services describes the service levels and arrangements between Ore Valley Housing Association Ltd (herein after referred to as “the Association”) and owners to whom we provide factoring services. This statement is produced in accordance with the requirements of the Property Factors (Scotland) Act 2011 and the Property Factors Code of Conduct.

1.2. The Association is registered in the Property Factor Register under the Property Factors (Scotland) Act 2011, Registered No. PF000639. As a registered property factor the Association is legally required to ensure compliance with the Code of Conduct provided for in the Act, a copy of which can be found on the Scottish Government’s website. The Association confirms it will take all reasonable steps to ensure our property factor registered number is included in any document sent to homeowners relating to our duties as factor.

1.3. The Association provides a property factoring service to owners under the terms and conditions of their property titles, other formal documentation with legal effect, and relevant legislation including the Title Conditions (Scotland) Act 2003, the Tenements (Scotland) Act 2004 and the Property Factors (Scotland) Act 2011.

1.4. This document has been produced to complement your title deeds and not replace them.

1.5. The Property Factors (Scotland) Act 2011 defines “Property Factor” as:

“a local authority or housing association which manages the common parts of land used to any extent for residential purposes and owned—

- (i) by two or more other persons, or
- (ii) by the local authority or housing association and one or more other person”

The Property Factors (Scotland) Act 2011 defines “Homeowner” as  
“an owner of land used to any extent for residential purposes the common parts of which are managed by a property factor”

1.6 The purpose of this document is to detail the role of the Association as Property Factor of all of our factored customers. This document constitutes a Written Statement of Services setting out the arrangements in place for the provision and receipt of Factoring Services from the Association.

## **2. AUTHORITY TO ACT**

2.1 The Association is the Property Factor acting for and on behalf of all owners in the development of which your property forms part.

2.2 The basis on which the Association was appointed to act as Property Factor is:

- (i) appointment by a developer or;
- (ii) by receiving the requisite majority of votes in favour of the Association's appointment as factor in accordance with the provisions of the title deeds relating to your property

## **3. SERVICES PROVIDED**

### **3.1. Core Services**

The Association will provide the core services set out in Part 1 of the schedule annexed ('the Schedule'). The Association will have no liability for any failure to instruct repairs on its own initiative following a routine visit to the property or the development of which it form part.

### **3.2. Delegated Authority**

The Association has the delegated authority of the owners with the development to instruct and carry out repairs, renewals and maintenance to the common areas of the development being factored, provided that the anticipated cost to each owner of any one item at the time when it is instructed will not exceed the sum stated in your title deeds (or such other sum as may be agreed with a majority of owner of the development to which the work relates). This threshold is [£5,000]. If the anticipated cost of any such item exceeds this sum it shall be instructed and carried out only when the work has been approved in accordance with the provisions of your title deeds.

Emergency repairs may be instructed by the Association if the Association considers the expense to be justifiable on grounds of health or safety and in these circumstances the Association shall recover the costs of that work from the owners in accordance with Part 2 of the Schedule. The Association will write to all affected owners, thereafter, detailing remedial actions and costs. The decision to escalate the repair as an emergency will be made by the Association based on conditions and hazard present.

### 3.3. Additional Services

The Association may provide services out with the core services set out in Part 1 of the Schedule, (including major repair works and improvement) if it is authorised by the relevant owners within the Development to do so in accordance with the provisions of your title deeds. The cost of such works will be confirmed to all the owners within the Development prior to the work being carried out and the costs of carrying out the work shall be apportioned in accordance with Part 2 of the Schedule.

The Association may include reasonable conditions in respect of payment for the provision of such additional services.

### 3.4. What are the Common Parts in your Development?

The title deeds for your property confirm the area/s for which you are jointly responsible. All registered title deeds, including title plans, are lodged with the Registers of Scotland and you can contact them directly to obtain a copy, on payment of a fee, using the following details:

Registers of Scotland

Phone: 0800 169 9391

Email: [customerseivices@ros.gov.uk](mailto:customerseivices@ros.gov.uk)

Online: [www.ros.gov.uk](http://www.ros.gov.uk)

### 3.5. Contractors

The Association will only use approved and authorised contractors for any repair work and will always endeavour to obtain the best value for its customers. Comparative quotations will be arranged, where appropriate, and the Association operates an approved contractor process to ensure contractors are adequately insured to work on your behalf.

The Association will only instruct contractors on your behalf who have provided the necessary public liability insurance. The Association accepts no responsibility for defective workmanship or for works performed to an unacceptable standard. However, should you contact the Association intimating that you are dissatisfied with the standard of the completed work, the Association will contact the contractor on your behalf and make every effort to resolve the issue to your satisfaction.

## 4. COMMUNICATION AND CONSULTATION

4.1. The Association is committed to continually improving the service it offers to owners. To this end, the Association are happy to meet with owners, individually or collectively, to discuss issues of concern or to consult with you over new proposals. The Association recognises that communication and consultation is essential in providing the highest possible quality of services to owners.

4.2. The Association will communicate and consult with our owners in several ways including:

- Website;
- Newsletters;
- Telephone, email, letters, face to face in our office or at your property;
- Development meetings

### 4.3. Consultation on Repairs

When the need for maintenance, repairs or renewals are identified that exceed the Association's delegated authority, the Association will give notice to all owners to advise them of the need for the work, the estimated costs of the work and the share of the cost that would be applied to the particular owner. Notice will be given in writing in one of three forms:

- by delivering the notice to the owner's property;
- by posting the notice to the property or any other address that the owner is known to have;
- by sending it via electronic mail to the owner.

The decision whether to proceed with the works will be made in accordance with the provisions of your title deeds.

### 4.4. Consultation on Improvement Works

When improvement works are proposed the Association will give notice to all owners to advise them of the scope of the work, any grants that may be available, the estimated cost of the work and the share of the cost that would be applied to the particular owner. The decision whether to proceed with the works will be made in accordance with the provisions of your title deeds.

4.5 When appropriate, and if required by the terms of your title deeds, the Association will arrange a meeting of all the affected owners, with attendance from officers from the Association, to discuss and explain the works that are proposed and to answer any questions.

4.6 Following consultation with owners the Association will advise the owners, in writing, of any decisions made. Prior to the commencement of any approved common maintenance, repair, renewals or improvement the Association shall further advise the owners of the commencement date and likely timescales for the completion of the work.

4.7 The Association will not provide information which is misleading or false. The Association will not communicate with owners in any way which is abusive, intimidating or threatening. However, the Association will provide reasonable notice to the appropriate owners that it may take legal action for non-payment of fees and charges if that need arises

## **5. FINANCIAL OBLIGATIONS**

### **5.1 Apportionment of costs**

All costs, incurred in the ongoing works and services provided by the Association in the maintenance of the scheme, will be shared, as appropriate, between owners. These include, where applicable.

- Planned and reactive maintenance, repairs and renewals
- Emergency repairs
- Utilities and utility bills (where applicable)
- Major Works
- Statutory Health and Safety Compliance
- Insurance

The split (or apportionment) of costs is normally determined by the property title deeds and is detailed in Part 2 & 3 of the Schedule. If there is no provision in the title deeds for some costs, the apportionment will be as per the Title Conditions (Scotland) Act 2003 or Tenements Scotland Act 2004 or as agreed between the Association and the owners.

### **5.2 Management Fee**

The Association will charge a Management Fee for carrying out its function of providing the core services including those services listed within this clause. This fee will be reviewed on an annual basis, and you will be advised of any increase no later than [28<sup>th</sup> October] with the increase taking effect from [1<sup>st</sup> January]. The fee review process will consider such factors as inflation, ongoing operating costs (for example postage, insurances), cost of compliance etc., in addition to any changes in the scope of services provided. The Management Fee will be payable in advance in two equal payments and will form part of your six-monthly invoice issued in accordance with clause 5.9 hereof. The

Association is registered for VAT and therefore must charge VAT for its services at the relevant rate to this fee.

### 5.3. What is included in the Management Fee?

The management fee is our charge for managing the development on behalf of the owners and includes:

- Arranging maintenance and repair for common parts of the Development.
- Where relevant liaising with contractors and supervising the tendering process
- Arranging property liability insurance for the Development.
- Administrative costs in sending invoices and letters.
- Providing credit control to ensure that everyone is invoiced correctly for their respective share of costs.
- Working with Solicitors to recover outstanding debts on behalf of the owners in the Development.
- Liaising with utility companies to make sure all charges are accurate and fair, making payment of electricity invoices for common areas.
- Undertaking regular visits and maintenance checks.
- Carrying out the project manager duties outlined in the deed of conditions for a scheme or development, i.e., supporting owners to resolve disputes relating to the enforcement of community burdens, i.e., maintaining access to common services or ensuring access to service strips.
- Updating information on change of ownership and managing and maintaining secure data on behalf of the owners in compliance with GDPR regulations

### 5.4. Float Funds

On appointment of the Association to manage your block, development or scheme, a float payment may be collected. The float is used by the Association to fund payment of goods and services on your behalf, until invoices are issued and paid. Homeowners floating funds will be accounted for separately from the Association's funds, either through coding arrangements or a separate bank account.

Floats are credited to each owner after departure from their property and will appear as such on the final invoice. The full amount of the float will be repaid to the owner minus any outstanding costs due on the account.

The date of the final invoice is determined by transfer of ownership or sale date and this will be provided within 3 months of termination of the arrangement unless there is good



reason not to do so (for example, awaiting final bills relating to contracts which were in place for works and services).

The float amount quoted in the 'Scheme Schedule' for your development, and may be subject to change, if costs increase significantly. The Association will write to the owners if a float increase is recommended.

### 5.5 Sinking Funds or Reserve Funds

In order to financially plan for major projects, the Association may recommend the use of sinking funds for a particular project, but cannot enforce such an action.

Sinking fund contributions are to be agreed with the requisite consent of the owners and will be charged by the Association to the owners in their invoices. The authority to use or spend the sinking fund is controlled by the owners.

Such funds are to be held by the Association in a separate interest-bearing account, or a separate accounting structure for each separate group of homeowners. Any interest accrued in a sinking fund account will be retained directly in the account.

A statement of the funds held in the scheme's sinking fund can be shared at the AGM or on request by one or more of the owners.

If a homeowner sells the property, the amount paid into the sinking fund is not refundable. It should, however be detailed as an asset in the sale of the property.

### 5.6. Additional Services

If the Association provides services beyond the core services as set out in this statement an additional charge may be levied, this will vary depending on the complexity of the repair and additional resource required. The owners would be advised of any such additional charge during consultation.

If, because of the complexity of a particular repair or because of any other reason, the Association is involved in additional work beyond its routine management duties it may charge an additional fee in relation to a particular matter provided the same is reasonable and in accordance with the amount of time spent by the Association in dealing with the matter in question.

### 5.7. Insurance

The Association provides a common insurance cover insuring common areas of the Development for their full reinstatement value at very competitive rates. The rates are

subject to regular competitive tendering and are reviewed annually. A full copy of your Summary of Cover will be issued on an annual basis following the review and a copy of the current Summary of Cover is available on request. The Association reserves the right to charge for additional copies of the Summary of Cover. This Association does not provide building and contents insurance for individual properties within the Development, which is the responsibility of individual owners.

This insurance covers the full reinstatement costs associated with rebuilding and reinstating the building, the amenity areas and any common services or other common areas within the Development. The premium applicable to your property is calculated as set out in Part 3 of the Schedule. for your development. There is an excess on the Association's policy which is an amount a policyholder must bear before the liability passes to the insurer. This means each owner must deal with any losses under the excess amount themselves without referral to the insurer or, if the repair costs exceed the excess amount, will have to pay the excess and the insurer will pay the remainder of the loss. These excess rates may change over time dependent upon the policy which is secured following annual review. Any changes to the insurance cover, including details of the insurer, the total sum insured, the premium paid, any excesses which apply, and a summary of the policy information will be communicated to you in writing on an annual basis.

The Association does not earn or charge any commission for arranging the insurance.

The Tenements (Scotland) Act 2004 provides that there will be compulsory insurance for all flats within a tenement. That Act stipulates that the duty of an individual owner to insure his or her own property should be for the reinstatement value and not the market value. This is an absolute requirement, irrespective of any provision in the title deeds

Given this statutory responsibility and this liability for common property areas, owners must ensure that if they arrange their own property building insurance this must include for the reinstatement of the common property areas otherwise the owner may be liable for works costs not covered by their insurance cover.

If a claim is required to be made on the building insurance the owner is required to contact the Association which will provide adequate details for the owner to make the claim. The Association will not submit insurance claims on behalf of owners. Decisions on whether a claim is settled, is the responsibility of the insurer and not the Association.

#### 5.8. Property Owners Liability Insurance

Owners must ensure that they have taken out Property Owners Liability Insurance. This provides protection against claims made against owners as the owner of their property for any accidental bodily injury or accidental property damage resulting from a defect in the building – the definition of building includes patios, paved areas, footpaths, roads, car parks for which all owners are legally responsible for as property owners. The Association's Policy provides this cover

Any owner who does not wish to participate in our building insurance policy is required by law to provide us with a copy on an annual basis of their own building insurance certificate together with a copy of the policy wording that must include for the full restatement value of their home, public liability and the common property. It is further required that we are notified should your insurance cease for any reason whatsoever. If this documentation is not provided to us or upon our request owners still do not respond they will automatically be billed the insurance charge for the common areas cover as standard to ensure adequate insurance cover is provided to cover the common areas within the Development.

#### 5.9. Invoicing

All costs, including management fees, are charged in accordance with your title deeds and the information contained in within Part 2 of the Schedule.

Each owner will be required to pay the management fee every 6 months in advance and the insurance fee every 12 months in advance.

Invoices will be sent bi-annually to the owner of the property either by standard post or by secure email depending on individual preferences notified in writing to the Association.

The Association shall provide each owner with an itemised invoice detailing all receipts and expenditure 6 monthly in arrears. This invoice will be produced and dispatched to owners within 1 months of the end of 6 month period and will provide a detailed financial breakdown of charges made and a description of activities and works carried out which have been charged for.

In response to reasonable request the Association will also supply owners with supporting documentation and invoices for inspection and copying. We may impose a reasonable charge for providing paper copies, subject to notifying the owner in advance.

#### 5.10. Payment of invoices

Payments are due within 28 days of the date on the invoice. If the invoice is not paid in full to the Association, we will take reasonable steps to resolve the matter by following our debt recovery procedure for factored owners. A copy of this procedure is available on request, or online from <https://www.orevalleyha.org.uk/page/factoring>

All invoices are to be paid to Ore Valley Housing Association Limited using the following methods of payment:

- By cheque
- Electronic Bank Transfer - see invoice for details

- Standing Order
- Direct Debit (where possible)

For security reasons we prefer not to accept cash payments. If you have difficulty in making payment, you must immediately contact the Association to discuss payments due and agree how they will be paid.

If payment of an invoice is delayed and there is with no effort to make or maintain a suitable arrangement, we may apply a fixed late payment charge that will be added to the next invoice for payment.

If the Association fails to recover payment of all sums due by any defaulting owner, the remaining owners within the Development shall be bound to reimburse the Association based on one share per remaining property for the whole costs incurred by the Association in taking such steps .

#### 5.11. Change of Ownership

Each owner shall notify the Association of any changes in ownership of their property. When an owner sells their house, they must instruct their Solicitor to notify the Association of the date of sale and provide details of the new owner no later than 14 days before the anticipated date of settlement.

On receipt of notification of the sale the Association will arrange to apportion the charges and sums due by the owner for the period to the date of sale. The Association levy a charge for the administration of the apportionment, and this will be included in the final account issued.

Following any change in ownership the Association will return any funds due (less any outstanding debts) to the outgoing owner along with the financial information which relates to their account within 3 months of the Association being made aware of the date of change in ownership unless there is good reason not to (i.e., awaiting final bills relating to works and services).

#### 5.12. Private Letting

If an owner privately lets their property, the Association will pursue the owner for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant. A lease will regulate the agreement between the owner of the property and their tenant. Any sums due in relation to common repairs and factoring are payable by the owner of the property and any enforcement action will be taken against them.

## 6. CARRYING OUT REPAIRS AND MAINTENANCE

The Association aims to provide a comprehensive factoring service for parts or areas of the Development which owners have a liability in common to maintain.

The core services provided cover the maintenance, management and repair of the common parts in line with the above.

The Association may provide services out with the core services (including major repair works) if it is authorised by the owners within the development to do so all in accordance with the provisions of your title deeds. The cost of such works will be confirmed to all of the owners within the development prior to the work being carried out and the costs of carrying out the work in accordance with Part 2 of the Schedule . The Association may include reasonable conditions in respect of payment for the provision of such additional services

### 6.1. Routine Repairs

Request for routine repairs can be made to the Association by using the following communication methods.

- By telephone to our Customer Service Advisor (9am to 5pm weekdays) on 01592 721 917.
- By advising a representative from the Association during a routine inspection of your development.

### 6.2. Emergency Repairs

Requests for emergency repairs can be made by calling our offices on 01592 721 917 and our Customer Services Team will help you with your enquiry during office hours (9am to 5pm weekdays), or select option 1 at all other times to be transferred to our Maintenance Contractor. Emergency out of hours trades that are available, typically include:

- Plumber
- Electrician
- Joiner

Please note that emergency repairs instructed by the Association will be in respect of common parts of the building only. Costs for emergency repairs will be apportioned amongst the owners with liability to pay. Private emergency repairs are the owner's own responsibility.

### 6.3. Major Works

Major Works, also referred to as proposed repairs are defined as significant planned works where costs exceed the delegated authority. Such projects may include:

- Major garden or landscaping redesign
- Extensive road or car park resurfacing
- Upgrade or replacement of playground equipment

Major project discussions can result from:

- Common fabric failures
- The recommendation of a professional inspection
- A recommendation by the Association
- A request from owners

Approval for works (other than those deemed as emergency works) which will incur a cost higher than our delegated authority will require approval of the owners. This approval will be obtained through our consultation process as noted above. Without approval, major projects cannot proceed unless significant and immediate health and safety issues prevail. Professional consultants may be required to provide professional services that are out with the Association's remit. In these cases, comparative fees quotes will be obtained from suitably experienced firms for consideration.

Once a project has been agreed by owners, and a contractor/quotation selected, sufficient funding must be in place prior to the commencement of the project. This ensures the liability to settle the contractors invoice (the costs involved in major projects are such that the financial resources within the scheme fund would normally be insufficient to cover the costs under our invoicing terms).

For ingathering of funds the Association will calculate the individual project cost and issue a proposed works invoice to each owner. Only when sufficient funds have been gathered can formal instruction be issued to the contractor. The Association determines what percentage of funds will be required to start the project. This will depend on the financial health of the scheme, any history of problems with income recovery etc. It should be noted, it is possible that agreed works may not go ahead if insufficient funds are gathered within a 12 month period. In this case the funds received will be returned to the relevant owners.

It is important that the common parts of the Development are kept in a good standard of repair. Not only does this maintain the visual benefits of a well maintained, clean

environment, it also helps maintain and improve the value and saleability of the owners property. For these reasons, ongoing maintenance and improvements are essential.

In some areas, grants and subsidies may be available from local authorities and trusts, and in such cases the Association will liaise with the relevant organisations to obtain the requirements for possible grant assisted funding.

#### 6.4. Response Times

Routine Repairs - we aim to instruct routine repairs on the first working day following receipt of notification. If the cost of the repair exceeds the Non-Emergency Threshold, comparative quotes will be sought and the owners consulted. Anticipated timescales for obtaining estimates is 14 working days.

Emergency repairs - In order to prioritise emergency repairs immediately, emergency repairs should be reported by telephone to our Customer Services Advisor during working hours and our emergency contractor at all other times. The Association expects emergency repairs to be attended to within 4 hours of notification depending on the nature of the repair. In some cases it may only be necessary to make safe a hazardous situation within the aimed timescale depending on the nature of the emergency.

#### 6.5 Property and Estate Management Inspections

Routine inspections will be made by the Association at a frequency as outlined in the 'Scheme Schedule' for your development.

In the event that matters are out with the professional expertise of our staff team, other professional services such as building surveyors and structural engineers, may be required. Owners will be informed in these circumstances, and provided with comparative fee quotes for consideration.

## 7. COMPLAINTS RESOLUTION

7.1. The Association is committed to providing high-quality customer service. It uses the information provided to help improve the services it delivers. If something has gone wrong or if you are unhappy about our service, please inform the Association. Owners who raise concerns about the quality/cost of work and other charges should, in the first instance, contact the Association. Our complaints procedure is available on our website at [orevalleyha.org.uk/page/factoring](http://orevalleyha.org.uk/page/factoring). The Association will ensure that decisions are consistent.

7.2. The Association has a clear written complaints resolution procedure which sets out a series of steps, with reasonable timescales which will be expected to be followed. When the Association's complaints resolution procedure has been exhausted without resolving the complaint, the final decision will be confirmed with the Director of the

Association or appropriate designated senior officer of the Association and the owner notified in writing. This letter will also provide details of how owners may apply to the First-tier Tribunal for Scotland (Housing and Property Chamber).

### 7.3 Who can complain?

An owner, either directly or through a representative, who has suffered because of the issue they wish to raise. The Association will endeavour to respond to all complaints within 10 working days.

### 7.4. How do you complain?

The Association wants to resolve all complaints quickly and effectively. It can be helpful to talk to a member of our staff at the point of where you feel you're dissatisfied with our work, for example when work is being undertaken in your building, so that an attempt to resolve any issues on the spot can be made. The Association finds that complaints made quickly, and directly can be more easily resolved. You can contact us in person, by phone, email or letter.

### 7.5. Contact details for raising a Complaint

If you would prefer to speak to us in person or write to us the address is:

Ore Valley Housing Association,  
114-116 Station Road, Cardenden, Fife, KY5 0BW  
Telephone - 01592 721 917  
email - [housing@orevalleyha.org.uk](mailto:housing@orevalleyha.org.uk)

### 7.6. When contacting us in relation to a complaint, you should tell us:

- your full name and address;
- as much as you can about the complaint (what has gone wrong); and
- what you want us to do to resolve the matter.

### 7.7. First-tier Tribunal for Scotland (Housing and Property Chamber)

Once the investigation stage has been completed, owners have the right to apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) if they remain dissatisfied. The First-tier Tribunal for Scotland can be contacted at:

First Tier Tribunal for Scotland, Housing and Property Chamber, 4<sup>th</sup> Floor, 1 Atlantic Quay, 45 Robertson Street, Glasgow, G2 8JB; Telephone: 0141 302 5900.

To take a complaint to the First-tier Tribunal, owners must first notify the Association in writing of the reasons why they consider that Association has failed to carry out its duties



or failed to comply with the Code. The Association must also have refused to resolve the owner's concerns or have unreasonably delayed in attempting to resolve them.

## **8. MANAGEMENT POLICIES**

8.1. The Association will ensure that all members of its staff, and any contractors used by them, are familiar with the duties and requirements imposed by the Code of Conduct for Property Factors and of this Written Statement of Factoring Services.

8.2. The Association will ensure that this Written Statement of Factoring Services and its practices will not unfairly discriminate against any individual, household or group on the grounds of sex, gender identity<sup>1</sup>, marital status, race, disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs or opinions such as religious beliefs or political opinions.

8.3. This Written Statement of Factoring Services has been produced in consultation with the Association's Senior Staff Team and its Solicitors. It has been approved by the Association's Management Committee. It will be reviewed in line with any changes in legislation or operational requirements. It is the Association's intention to consult with owners during future reviews.

## **9. DECLARATION OF INTEREST**

The Association operates as a Registered Social Landlord (2382RS), and we own number of properties in the Development. Further information about the number of properties we own in your block, scheme or development is detailed in the 'Scheme Schedule' for your development.

## **10. COMPLIANCE**

Under s 14(5) of the Property Factors (Scotland) Act 2011, the Association must ensure compliance with the Factors Code of Conduct published on 1 October 2012, a copy of which can be found on the Scottish Government Website. An updated Factors Code of Conduct was published in August 2021.

Any decisions by the First-tier Housing Tribunal in relation to the Association's compliance with the Code of Conduct and/or its duties under s17(5) of the Property Factors (Scotland) Act 2011 are publicly available and published on the First-Tier Tribunal for Scotland (Housing and Property Chamber) website.

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<sup>1</sup> The inclusion of gender identity as a characteristic goes beyond the confines of the Equalities Act which only recognises gender reassignment as a protected characteristic. This is referred to in our Equality, Diversity & inclusion Policy.

The Association's data protection policy can be found on our [website](#). The Association is registered with the Information Commissioner's Office's Data Protection Public Register (Registration Number Z5454706).

## **11. HOW TO END THE ARRANGEMENT**

The appointment of the Association as a factor may be terminated on the instructions of a majority of the owners in the development (where the title deeds for the Development set a different standard these shall prevail), or by the Association; in each case upon not giving less than three months written notice to this effect.

11.1. Should the Association's appointment as factor be terminated, the Association will co-operate with the new property factor to assist with a smooth transition process and will provide the new property factor with any information they require (subject to data protection legislation).

11.2. Should the Association's appointed as factor be terminated, the Association will provide financial information to each owner regarding their account. This information will be provided within 3 months of termination of the factoring arrangement unless there is good reason not to (i.e., awaiting final bills in relation to work contracts and services). Upon termination the Association will return all outstanding funds (if any) due to owners automatically at the point of settlement of their final bill following the change in property factor.

## **12. DECISION-MAKING AND VOTING**

The owners authorise the Association to act on the instructions of a majority in number of the owners in the Development (where the tile deeds set a different standard these shall prevail) whose decision shall be binding on all the owners in relation to carrying out repairs and maintenance to all common areas within the Development.

For the purpose of instructing the Association on factoring matters each owner in the development shall have one vote for each property owned. If the title deeds for the Development allocate votes on the matter of factoring, maintenance and repairs in a different manner, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring. Where a property is owned by more than one person and the owners cannot agree that vote is disregarded. Where the property in the Development is owned by the Association, the Association shall be entitled to cast the vote relating to that property.

## 13. HOW TO CONTACT THE ASSOCIATION

### 13.1. Contacting us

You can contact us during office hours (9am to 5pm weekdays):

- (i) Telephone 01592 721917;
- (ii) Email: [ovha@orevalleyha.org.uk](mailto:ovha@orevalleyha.org.uk);
- (iii) Visit or write to Ore Valley Housing Association, 114-116 Station Road, Cardenden, Fife, KY5 0BW

We aim to acknowledge and respond to any general enquiries about our factoring service with 5 working days.

## **SCHEDULE 1: SERVICES TO BE PROVIDED BY THE ASSOCIATION**

The Association: Ore Valley Housing Association

### **Community 1 – Bowhill Development**

Grass cutting of common areas in your development  
Maintenance of shrubbed areas including litter picking  
Maintenance, repair and renewal of unadopted roads, kerbs and footpaths  
Maintenance, repair and renewal of hard landscaped areas  
Maintenance or removal of trees

12A, 12B, 12C & 12D Derran Drive  
Maintenance, repair and renewal of all common parts

64A, 64B, 64C & 64D Derran Drive  
Maintenance, repair and renewal of all common parts

**SCHEDULE 2 – ALLOCATION OF COSTS OF COMMON REPAIRS**

The provisions within your title deeds set out your allocated share of any repairs to the common areas of the Development which your property forms part of. Your title deeds will specify your share of repair for individual repairs, please note that these may vary from repair to repair, please refer to your title deeds for specific repairs.

The main share of repairs for your property is as follows:

<p><u>Development Common Parts</u></p> <p>Community 1 (Bowhill)          Owners - 1/465 share          Ore Valley HA - 182/465 share</p>	<p><u>Insurance of Common Parts and Public Liability Insurance</u></p> <p>Community 1 (Bowhill)          Owners - 1/465 share          Ore Valley HA - 182/465 share</p>
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<p><u>Maintenance, Repair and Renewal of Common Parts</u></p> <p>12 Derran Drive          Owners - 1/4 share          Ore Valley HA - 3/4 share</p>	<p><u>Insurance of Common Parts</u></p> <p>12 Derran Drive          Owners own liability in accordance with the Tenements (Scotland Act 2004)</p>
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<p><u>Maintenance, Repair and Renewal of Common Parts</u></p> <p>64 Derran Drive          Owners - 1/4 share          Ore Valley HA - 3/4 share</p>	<p><u>Insurance of Common Parts</u></p> <p>64 Derran Drive          Owners own liability in accordance with the Tenements (Scotland) Act 2004</p>
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**Annual Charges 2025**

Management Fee - £18.00 plus VAT  
 Ground Maintenance Fee - £15.00  
 Insurance Fee - £12.00  
 Additional Work Fee - 1/465 share  
 Late Payment Fee - £10.00

### **SCHEDULE 3 – INSURANCE DETAILS**

The insurance costs payable in respect of insurance for all common parts of the development will be charged to the owners in line with the terms of your title deeds. The calculation of the premium is as follows:-

Annual insurance premium – 1/465 Share

The insurance policy is reviewed annually in line with inflation. Periodic property valuations for insurance purposes will be carried by the Association at their discretion. You will be informed in writing annually, of details of the insurance policy including any changes, for example changes to the insurance cover or premium.

In your development a minimum of 6 routine estate management inspections will be completed annually by Ore Valley Housing Association or our representatives.

### **SCHEDULE 4 – FLOAT DETAILS**

The float amount for your development is £0.00, and may be subject to change, if costs increase significantly. The Association will write to the owners if a float increase is recommended.

## **SCHEDULE 5 – HISTORY OF CHANGES**

Written Statement of Services – January 2025 – Version 1.1

First Issue – January 2025

1<sup>st</sup> Update – January 2025

1. Pages 20/22 - Bowhill Development Schedule - 2025