

WRITTEN STATEMENT OF SERVICE

Subjects covered by this written statement of service are

XXXXXXXXXXXX

These are the terms and conditions for the provision of a factoring service to owner occupiers by ROSEHILL HOUSING CO-OPERATIVE LIMITED, registered under the Co-operative and Community Benefit Societies Act 2014 (Number 2220R) and having their Registered Office at Two hundred and fifty Peat Road, Glasgow, G53 6SA we are referred to as "Rosehill" in this document.

Authority to Act

Rosehill is the Property Factor acting for and on behalf of all dwellinghouse owners within the block of flats of which your property forms part. Rosehill was appointed to act as Property Factor in accordance with the provisions of either the title deeds relating to your property or in accordance with the Tenements (Scotland) Act 2004 if applicable.

Services Provided

Core Services

Rosehill will provide the core services set out in Part 1 of the Schedule annexed. Rosehill will have no liability for any failure to instruct repairs on its own initiative following a visit to the property and the block of flats which it forms part.

Delegated Authority

Rosehill has the delegated authority of the owners within the block to instruct and have carried out repairs and maintenance to the common parts of the block being factored provided that the anticipated cost to each owner of any one item at the time when it is instructed will not exceed £200 or such other sum as may be agreed with a majority of owners of the block. If the anticipated cost of any such item exceeds £200 it shall be instructed and carried out only when the work has been approved by a simple majority of the owners of the block or in accordance with the provisions of your titles deeds and all of the owners have paid their share to Rosehill in full. Rosehill may also instruct works at a cost exceeding £200 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 Rosehill shall recover the costs of that work in terms of Schedule 2 of this Agreement.

Additional Services

Rosehill may provide services outwith the core services set out in Part 1 of the Schedule (including major repair works and improvements) if it is authorised by the owner occupiers within the block 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 block prior to the work being carried out and the costs of carrying out the work shall be apportioned in accordance with Schedule 2 of this Agreement. Rosehill may include reasonable conditions in respect of payment for the provision of such additional services

Financial and Charging Arrangements

Management Fee

Rosehill will charge a management fee of £xx.xx (plus VAT) per quarter 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.

The Management Fee is the charge for managing the block of which your property forms part. This includes:

- Arranging maintenance and repair of the block common parts
- Liaising with contractors and tendering for the best service and price
- Arranging buildings insurance for the owners within the block
- Administrative costs in sending invoices, letters and newsletters
- Providing credit control to ensure that everyone is invoiced for their respective share of costs
- Working together with solicitors to recover outstanding debts on behalf of the owners within the block
- Undertaking regular visits and maintenance checks

If because of the complexity of a particular repair or because of any other reason Rosehill 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 Rosehill in dealing with the matter in question.

Allocation of Costs

You are responsible along with the other owners in the block for a share of the maintenance and repairs carried out in relation to the block. 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 is responsible for a share of the cost of maintaining the common parts of the block in various shares. Schedule 2 details the share of the common charges payable by each owner in the block.

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 will be charged as per your title deeds and in accordance with Schedule 2 hereof.

Invoicing

Rosehill will provide you with an invoice on a quarterly basis (on 31st December, 31st March, 30th June and 30th September). 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.

Payment

You will have a period of 14 days from the date of the invoice in which to make payment. If the invoice is not paid in full Rosehill 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;-

- By cheque made payable to Rosehill
- At any Pay Point
- Bank transfer
- Standing Order
- Direct debit
- In person at Rosehill's offices

Factors Float

The sum of £50 (or such greater sum as may be agreed with a majority of the owners of the block) shall be payable by each owner within 14 days of Rosehill's confirmation that it has been appointed as the factor in terms of these terms and conditions, this sum will be held by Rosehill on behalf of the owners. Rosehill will account for any monies held on behalf of owners. Rosehill shall have the authority to use the money paid by an owner together with any interest which has accrued to meet any debt owed to Rosehill in its capacity as factor for the block.

Change of Ownership

Each owner shall notify Rosehill of any changes in ownership of their property. On receipt of notification of such sale Rosehill will arrange to apportion the charges and sums due by the owner for the period to the date of sale. An administration charge of £20 will be made to any owner selling a property within the block for the apportionment of common charges and updating of information as to ownership. In addition, a charge of £20 per copy certificate will be levied by Rosehill for any documentation requested by or on behalf of an owner subject to a maximum of £100.

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 Rosehill in their capacity as factor of the block.

Private Letting

If an owner privately lets their property, be it a residential property or a commercial one, Rosehill 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.

Insurance

Rosehill is responsible for effecting and keeping in force the buildings insurance cover for the block which will automatically be for a minimum of £135,700 per property. Should the owner or their mortgage lenders require the cover to be higher than this, they must advise Rosehill in writing and a revised premium will be charged.

The premium applicable to your property is calculated as set out in Schedule 3 of these terms and conditions. Details of the insurer, the total sum insured, the premium payable, any excesses which apply and a summary of the policy information will be communicated to you in writing on an annual basis.

If a claim requires to be made on the building insurance each owner shall contact Rosehill who will provide a claim form and adequate details in order for the owner to make the claim. Rosehill will not submit insurance claims on behalf of owners. Any decisions on whether a claim is settled or not is the responsibility of the insurer and not Rosehill.

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 Rosehill will insure the property on the owners' behalf and the whole annual fee will be applied.

Rosehill may also arrange for public liability insurance in respect of common parts of the block.

Communication and Complaints

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

If you raise a telephone query with one of Rosehill's factoring staff we will get back to you within 2 working days.

If you have a complaint in relation to either the service which you have received or a specific matter Rosehill have a Factored Owners Complaints Protocol which sets out the procedures which will be followed. Rosehill would ask that all complaints are put in writing (letter or email) addressed or delivered to its offices. The Factored Owners Complaints Protocol is available from Rosehill's offices.

Declaration of Interest

Rosehill confirms that it owns properties within the block which is factored.

How to End the Factoring Arrangement

The appointment of Rosehill as factor may be terminated on the instructions of a majority of the owners in the block, in accordance with the provisions of your title deeds or by Rosehill, in each case upon giving not less than three months' prior notice in writing.

For the purpose of instructing Rosehill on factoring matters, each owner in the block shall have one vote for each property owned by him and which is occupied by him/her or is separately occupied by his/her tenant or is unoccupied. If the title deeds for the development allocate votes on the matter of factoring/maintenance/repairs in a different matter, those provisions shall prevail and shall be adhered to by Rosehill in carrying out the factoring. Where a property is owned by more than one person and the owners cannot agree that vote is disregarded.

Reporting Common Repairs

As factors, Rosehill will try to set and maintain a high standard of maintenance and repairs. 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 Rosehill by reporting any defects to Rosehill's office. Repairs can be reported in the following way:-

- Calling into our Office
- Phoning us on 0141 881 0595. If the office is closed a message can be left on the answering machine. If the common repair is an emergency telephone 0141 552 8647.
- Writing to us at 250 Peat Road, Glasgow G53 6SA

When you report a defect please give as much information as possible and advise if you want to be visited by a member of Rosehill's Technical team to demonstrate where the necessary repair is located.

If the required repair is straightforward Rosehill will pass the information directly to one of Rosehill's approved contractors and they will carry out the works. If the repair is less straightforward Rosehill will request a maintenance officer to visit the block and assess the repair.

The target turnaround timescales for common repairs are as follows:-

- **Emergencies** - To be made safe within 24 hours
- **Urgent** - Carried out within three working days
- **Routine** - Carried out within seven working days
- **External Routine** - Carried out within one month or programmed and budgeted for next financial year.

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 Rosehill.

Please note that the Property Factors Act requires that Rosehill 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 Rosehill on these terms and conditions you are agreeing to this publication.

SCHEDULE PART 1
SERVICES TO BE PROVIDED BY ROSEHILL

Rosehill will

1. make periodic visits to the block (one occasion annually) and take appropriate action to deal with any repairs affecting of a common or shared areas which are discovered.
2. carry out a reactive repairs and maintenance service in respect of the common parts of the block.
3. instruct firms in accordance with our procurement policy which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost, to maintain, repair, decorate, 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.
4. instruct firms in accordance with our procurement policy which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost to inspect, maintain in good working order, repair, overhaul, replace, renew and operating the plant and equipment used in common by the owners of the block including the cost of provision for renewal and replacement of the same and the full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that Rosehill consider necessary.
5. employ professionals such as accountants, architects, engineers, surveyors or other professional advisers employed to certify any matter or thing to be certified for the purposes of any provisions of this Schedule 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.
6. provide, service and monitor fire fighting equipment, appliances (including fire alarm sprinkler systems, smoke detectors and smoke control devices) and any other signs or other notices required by the local Fire Officer and/or insurers (and repair, maintain and renew the same).
7. when instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used.

8. arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen to co-ordinate their work.
9. obtain estimates from several tradesmen for the same job where they consider it to be in the interests of the owners, advise the owners as appropriate and obtain their instructions before proceeding.
10. arrange provision of such security equipment and apparatus for the property as Rosehill shall think fit and proper to employ and/or use and in the provision, maintenance, replacement and renewal of such security equipment from time to time.
11. investigate any complaints of unsatisfactory work and where considered necessary by Rosehill 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.
12. check tradesmen's accounts when rendered, including any charge of VAT.
13. if requested, arrange to make available for inspection on one occasion in each year copies or originals of all tradesmen's accounts for that year (additional copies can be provided at separate cost).
14. arrange insurances including insurance against loss by fire and other risks normally insured against under a common comprehensive insurance Policy (which policy is to cover all the flats within the block and the block common parts) with an established insurance company for the full replacement value which insurance shall be in the name of Rosehill and taken out and held for behalf of all the owners and the holders of bonds or other securities over the same (if any) for their respective right and interests;

SCHEDULE 2

ALLOCATION OF COSTS OF COMMON REPAIRS

Each owner within the block is responsible for an equal share of the cost of maintaining the common parts of the block.

The Common parts consist of the solum and foundations, outside walls, the roof together with any hatchway leading thereto, the attic or attics or roof space, the walls, fences or hedges, all main water supply pipes, cistern and drainage pipes, rhones, downpipes, gas and electric main and other pipes, cables and transmitters used in common.

The owner of this property has exclusive ownership of the areas of garden ground coloured pink on the attached plan and is responsible for a one half share of the cost of maintaining the footpath coloured yellow and the drying area coloured brown on the plan.

SCHEDULE 3 INSURANCE DETAILS

The insurance costs payable in respect of insurance will be charged to the owners in equal proportions annually in advance. The calculation of the premium is as follows:-

- Annual insurance premium / number of owners