



Factoring Written Statement of Services

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Property Factor Registration No: (PF000272)

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INTRODUCTION

Information on the 2011 Act

As a factor it is our duty to register as a Property Factor, use our Property Factor Registration Number (PF000272) on documentation and to comply with the Code of Conduct for Property factors.

Our Written Statement of Services (WSS) is compliant with the Property Factors (Scotland) Act 2011 and the revised Code of Conduct, effective from 16th August 2021.

Registered Factors must provide a Written Statement of Services to homeowners whose properties they manage. The WSS details the terms and service delivery of the factoring provisions in place between the factor and the homeowner, in a clear and transparent manner.

This WSS has been produced to complement your title deeds and not replace them and should be read in conjunction with the accompanying Property Schedule, which contains specific information about your property.

References to “we”, “our”, “Rosehill” etc. throughout this document have the same meaning as “Rosehill Housing Association Limited”.

Rosehill Housing Association Limited

“A Community in Control”

Factoring

Rosehill 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 and its associated Code of Conduct, revised 16th August 2021. Rosehill aims to provide an efficient and effective factoring service to owners who have a common responsibility for properties and/or land.

As property owners, you and the other owners in the building, (including Rosehill where it owns one or more dwellings), will make decisions in relation to shared property or common parts/land. Rosehill staff will put those decisions into action, on your behalf, to organise and administer the maintenance and repair of the common areas of your building/development.

It is important to note that the factoring customer arrangement is between Rosehill as the factor and the property owner, therefore we cannot deal directly with tenants occupying factored properties.

AUTHORITY TO ACT

Rosehill is the Property Factor acting for and on behalf of owners in managing the common areas of your property. Our method of appointment can include appointment by a developer, by a decision of homeowners in accordance with the Deed of Conditions and/or Tenements (Scotland) Act 2004, by custom and practice or via a Maintenance Plan Order. The appointment method and date are recorded in Section 2 of your Property Schedule.

Our authority to act includes the management of core services, for example:

- Routine Repairs and Maintenance
- Cyclical Maintenance
- Emergency Repairs
- Communal Utilities
- Buildings Insurance

Rosehill will have the authority to authorise and instruct routine repairs and maintenance, provided it does not exceed the delegated authority as recorded in Section 4 of your Property Schedule.

In the case of emergency repairs, we will have the authority to authorise and instruct works regardless of the value, but only where urgent work is required to prevent damage, or in the interests of health and safety. Emergency work will be limited to 'make safe' only.



SERVICES PROVIDED

Core Services

Rosehill provides a wide range of services for the common areas of the properties it factors. Common areas are the parts of the property that are shared with two or more owners and can include for example:

- Roof
- Gutters and down pipes
- Outside walls

We do not provide services to areas in the sole ownership of individual properties (private areas), homeowners are fully responsible for the repairs and maintenance of privately owned areas. Some examples of private areas are:

- Areas inside the home or flat
- Private overflows
- Main doors and windows into individual properties

Core services include the maintenance, management, repair, and insurance of the common areas. Rosehill will provide the core services as recorded in Section 3 of your Property Schedule. Rosehill will have no liability for any failure to instruct repairs on its own initiative following a visit to the property.

Additional Services

Rosehill may from time to time provide services out with the core services (including major repair works and improvements) if it is authorised to do so by the homeowners and in accordance with the provisions of your title deeds. The cost of such works will be confirmed to all affected owners within the development prior to the work being carried out. The costs of carrying out the work shall be apportioned as recorded in Section 8 of your Property Schedule. Rosehill may include reasonable conditions in respect of payment, for the provision of such additional services.

Rosehill reserves the right to apply additional charges for works out with our core services, e.g., major works. The cost of such works will be confirmed to all affected owners within the development prior to the work being carried out. The costs of carrying out the work shall be apportioned as recorded in Section 8 of your Property Schedule.

REPAIRS AND MAINTENANCE

Reporting Common Repairs and Maintenance

As factors, Rosehill aims to deliver a high standard of repairs and maintenance. Repairs procedures have been developed to ensure that works are carried out to a good standard, are cost-effective and carried out within a timescale which causes the minimum inconvenience and nuisance to residents, as is reasonable in the circumstances.

Owners should report any repairs to Rosehill; repairs can be reported in the following way:

- Calling into our office or writing to us at 250 Peat Road, Glasgow, G53 6SA
- Phoning us on 0141 881 0595
- Emailing us at factoring@rosehillhousing.co.uk
- Reporting a repair via our website
- If the office is closed and the repair is an emergency (in a common area only,) please call 0141 552 8647

Response Times

If the repair cost is within our delegated authority, we will arrange for the works to be instructed, in line with the timescales detailed below.

Where the costs are likely to exceed our delegated repair authority, we will consult with homeowners and timescales for the delivery will be included within our consultation pack.

Rosehill's target timescales for reactive repairs are as follows:

<p>Emergency Repairs</p> <p>To be made safe within 24 hours</p>	<p>Urgent Repairs</p> <p>Carried out within three working days</p>	<p>Routine Repairs</p> <p>Carried out within seven working days</p>
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External Routine Repairs will be carried out within one month or programmed and budgeted for the next financial year.

Repairs will sometimes take longer, for example, if the contractor has to order spare parts or if there is difficulty getting access to the common parts as access is only possible through a specific property. 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.

Routine Repairs

Routine repairs are those where the defects can be reasonably deferred without serious discomfort or inconvenience to owners, tenants or a third party.

Some examples of routine repairs are:

- Repairs to external walls, fences, or paths
- Repairs to close and door entry
- Repairs to brickwork, slates, or tiles
- Removal of graffiti
- Repairs to back courts.

Urgent Repairs

Urgent repairs are those that will seriously affect the comfort or convenience of the occupier. This category will be applied to situations involving the removal of a health hazard, a safety hazard or other repairs which cannot be left to be carried out as routine.

Most urgent repairs relate to individual properties which owners are responsible for carrying out themselves (e.g., loss of power, blocked sinks, heating failure, broken glass, insecure front door).

Common urgent repairs are therefore few and far between, but could include:

- roof leaks
- dangerous glazing in a close
- a dangerous trip hazard in a common area

Emergency Repairs (Common Areas)

A repair is only an emergency if it is causing, or likely to cause:

- A danger to health
- A risk to the safety of residents or others
- A risk of serious loss or damage to the occupier's property
- Serious damage to the building.

Some examples of emergency repairs are:

- Flooding / burst water pipe
- Blocked main drains or soil pipe
- Severe fire or storm damage (although it can often be impossible to access a roof in storm or heavy rain conditions and it may be that nothing can be done until the storm/ heavy rain subsides)

An emergency call out will initially be for make safe works only, until it is reviewed for potential insurance or repair following consultation with owners, when required.

Private Emergency repairs

Please note Rosehill will only deal with emergencies (or any) repairs associated with the common property. Therefore, we cannot assist you with repairs to your solely owned property, i.e., your front door and anything in your flat, including pipework, drains (until they meet the common drain), ceilings, walls, flooring, windows, etc. If you call out the out of hour's emergency contractor for a non-common element the contractor will not carry out any private works and you will be liable for the full cost of the call out.

Routine Maintenance

Routine maintenance provides for the regular maintenance of the fabric of the building and associated property.

Some examples of routine maintenance are:

- Cleaning services
- Backcourt / Garden maintenance

Details of routine maintenance specific to your property are recorded in Section 4 of your Property Schedule.

Planned Preventative Maintenance

A planned preventative maintenance (PPM) programme are maintenance tasks that are scheduled ahead of time, to take place on a regular basis - even while an asset is still functioning normally.

Some examples of PPM are:

- Roof maintenance
- Gutter cleaning
- Door entry maintenance

Details of PPM specific to your property are recorded in Section 4 of your Property Schedule.

Major Works

Major works are repairs or maintenance where the costs surpass our level of delegated authority.

Some examples of major works are:

- Full or partial roof replacement
- Communal re-decoration works

These types of works may be stipulated in the deeds for your property, identified as part of an inspection or requested by a homeowner.

When major works have been identified or requested Rosehill will consult and seek approval from owners.

Improvements and Alterations

From time-to-time Rosehill or homeowners may recommend or suggest introducing something new or making changes to the common areas.

Some examples of improvements or alterations are:

- Installing lighting sensors

- Replacing something with a higher specification (e.g., upgrading the door intercom to a video intercom system)
- Tree removal

Recommendations or requests for improvements and alterations will require consultation and approval from owners.

Property Inspections

Routine property inspections will be carried out by the Factoring Co-ordinator or the Technical Services Officer, as detailed in Section 4 of your Property Schedule. Where there are on-going issues, recurring repairs or major works, property inspections may occur on a more frequent basis.

Appointing a contractor

Rosehill operates an approved list of contractors. We ensure the contractors on our list are highly qualified and have all the necessary health and safety and insurance certificates. We carry out periodic tendering exercises to ensure contractors provide value for money, as well as a high-quality service.



Under One Roof provides impartial advice on repairs and maintenance for owners of all types of common property in Scotland, including owners of:

- traditional stone tenements
- newly built apartment blocks
- ex local authority tenements and four-in-a-blocks
- converted houses

<http://underoneroof.scot/>

INSURANCE

Buildings Insurance

Rosehill will provide block buildings insurance cover for all properties it manages on behalf of homeowners. The policy will cover individual properties, common parts and will include public liability insurance. A summary of cover is available at the office or on request, a copy will also be issued to owners on an annual basis following renewal. A copy of the full policy document is available on request.

Section 6 of your Property Schedule details the following:

- The premium applicable to your property
- Details of the insurer
- The total sum insured
- Applicable excesses
- Administration fees

Rosehill will manage common insurance claims on behalf of owners; however, we will not submit insurance claims on behalf of owners for non-common insured perils. If a claim requires to be made on the building insurance by homeowners for non-common insured perils, owners can contact Rosehill and we will provide adequate details for you to make the claim. Decisions on whether a claim is settled, is the responsibility of the insurer and not Rosehill.

Rosehill does not receive commission for providing buildings insurance and are happy to exhibit our renewal process on request.

We can arrange a re-valuation survey on behalf of owners to determine the reinstatement value of your property and ensure that the property is adequately insured. It is recommended that a re-valuation survey is carried out every five years unless environment and economic influences dictate an earlier review. Details of re-valuation surveys specific to your property are recorded in Section 6 of your Property Schedule.

Public Liability Insurance

Public Liability insurance protects you from the cost of any unexpected incidents that you could be liable for, as a co-owner of the common parts and areas. For example, if a member of the public trips and injures themselves on common land or a tile falls from the roof during a storm and damages a car.

Rosehill's block buildings insurance policy provides public liability insurance for the common areas.

Contents Insurance

Contents insurance covers any item that is not part of your home, such as goods, furniture, and other valuables. Some contents insurance policies cover the contents of your fridge and freezer, while others may cover items outside your home for an additional charge. It is advisable to insure the contents of your property as it covers you against loss, theft or damage to your personal and home possessions. Building Insurance will not cover the cost to replace contents damaged as part of a building's insurance claim.

Rosehill does not provide contents insurance as part of the factoring service.

Landlord Insurance

There is no legal obligation for a landlord to take out a dedicated Landlord Insurance policy. However, a conventional home insurance policy does not normally cover landlord rental activities e.g., loss of rent.

Rosehill does not provide landlord insurance as part of the factoring service.



FINANCIAL AND CHARGING ARRANGEMENTS

Management Fee

The Factoring Management Fee is an administration charge for managing and providing a factoring service.

Some examples of what the management fee covers are:

- Arranging repairs and maintenance of the block common parts
- Liaising with contractors and tendering for the best service and price
- 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

Rosehill will charge a Management Fee to all homeowners for carrying out its function of providing the core services as recorded in Section 3 of your Property Schedule. The Management Fee is recorded in Section 8 of your Property Schedule, which also provides details of how this fee is recharged.

This fee will be reviewed on an annual basis and owners will be advised in writing, in advance, of any changes to the cost. Details of the timings of the annual review are recorded in Section 8 of your Property Schedule.

When reviewing the fee Rosehill will take into account administration and operational costs, inflation, cost of compliance and any changes to the core service.

Allocation of Costs

As a homeowner you are responsible along with the other owners in the block for a share of the works and services carried out in relation to the block.

These include for example:

- Routine maintenance
- Repairs
- Utility bills (e.g., communal electricity)

Your allocation (or share) will be charged in accordance with the deeds for your property or where appropriate the Tenements (Scotland) Act 2004 / Title Conditions (Scotland) Act 2003.

Section 5 of your Property Schedule details the share of the common charges allocated to your property.

Invoicing

Rosehill will provide homeowners with a paper invoice, by post, for your share of costs incurred. On request from a homeowner, we can provide a copy of the invoice by email.

Invoices will contain the following information:

- Date of charge
- Item description
- Total Amount
- Homeowner's share of cost (% or fraction)
- Homeowner's share of cost (£)
- VAT (where applicable)

Your invoice will detail what you have been charged during the invoicing period. A statement of your account will be included where there is a previous balance, showing invoices due and payments made.

The frequency, timing and delivery method of your invoices are recorded in Section 5 of your Property Schedule. This will detail how often your invoices are issued, specify the month of issue, detail the period the invoices will cover and advise if your invoices are charged in arrears or in advance.

Payment

To ensure that Rosehill can continue to provide your common property with our service, you will have a period of 14 days from the date of the invoice in which to make payment.

To ensure that payment is convenient for you, there are a number of easy ways to pay your factoring charges, including:

- By cheque made payable to Rosehill Housing Co-operative Limited
- At any Pay Point
- Bank transfer
- Standing Order
- Direct debit

Details on how you can pay will be included with your factoring invoice.

If paying by direct debit or standing order, we will calculate the estimated payment amount based on recent average costs. Homeowners will be required to check their invoice and make additional payment of any outstanding balance on their account within the 14-day payment terms. Rosehill will review individual direct debit and standing order amounts at least once a year and process, or request amendments to the payment amounts. Please contact Rosehill if you wish to set up a direct debit.

If there are any items on the invoice that you wish to dispute, please contact Rosehill within seven days of postmark date of the invoice. Payment of disputed items will be placed on hold until you have received a reply in response to your dispute. All undisputed items on the invoice must be paid within the 14-day payment terms.

If the invoice is not paid in full Rosehill will have no option but to follow the steps set out in its Procedure for Debt Recovery (Factoring).

Debt Recovery

Rosehill has a clear written procedure for debt recovery, which outlines the series of steps that will be followed. We take a consistent and reasonable approach to debt recovery and if a homeowner informs Rosehill that they are experiencing financial difficulty we will direct them to agencies that provide welfare, benefit, and money advice. A copy of the Procedure for Debt Recovery (Factoring) is available on request by contacting our office.

In the majority of cases Rosehill has paid contractors for the works contained in the owners' factoring accounts before the factoring invoices are issued. It is therefore very important to us that your account is paid in full within the 14-day payment terms to allow continuous delivery of services.

All outstanding invoice amounts should be paid within the payment terms. Where we are required to implement our debt recovery procedure, we will seek to recover charges for administering accounts that are in arrears. Details of arrears administration fees are recorded in Section 8 of your Property Schedule. The debt recovery procedure will include letters and telephone calls from Rosehill, then notification from sheriff officers. Persistent non-payment may result in legal action.

Rosehill will not commence legal action against an owner before taking all reasonable steps to resolve the matter, and without giving notice of its intention to do so. However, if legal action is necessary, we will seek to obtain a decree and recover expenses.

Rosehill may place a Notice of Potential Liability over your property. This notice will alert prospective purchasers, mortgage companies, etc. to any outstanding or potential debt owed to Rosehill in its capacity as factor.

If Rosehill have exhausted all attempts to recover outstanding debt, the debt may be shared between the remaining homeowners where the Deeds of the property allow, please refer to section 8 of the Property Schedule for applicability. If / when costs were recouped from the debtor, these would be repaid to all homeowners.

If one or more owners in a block or common land persistently fail to pay factor fees or their share of repair, maintenance, renewal, or improvements to the common parts of the property, the factoring service provided by Rosehill may be suspended or restricted, with Rosehill withdrawing services until the matter is resolved.

Factors Float

A factoring float is a refundable common charges deposit. The float is used to cover regular costs or small repairs in between invoicing periods.

Some of the deeds for properties factored by Rosehill include provision for a factoring float. Alternatively, Rosehill may agree a factoring float with a group of homeowners as part of the terms and conditions of providing a factoring service. The terms in which you are liable to pay a factoring float are recorded in Section 8 of your Property Schedule.

On appointment of Rosehill or following the purchase of your property, a float payment, as recorded in Section 8 of your Property Schedule, may be required. Where a float applies, payment is required within 14 days of Rosehill being appointed as factor or at the point of purchase of the property. The float must be maintained at the required level during your period of ownership.

Rosehill may be required to increase the factoring float. We will consult with homeowners providing reasons for the increase, prior to administering any increase.

Rosehill will account for owners' deposits in an accounting structure set up for the factors float which allows the factoring float to be accounted for separately.

Sinking / Maintenance Fund

A sinking / maintenance fund is a fund formed by periodically setting aside money for the replacement of a major element or costly projects, for example, roof replacement or communal redecoration works. Sinking fund payments are held by the factor on behalf of owners.

Where Rosehill maintains a sinking / maintenance fund we will set up an interest-bearing accounting structure thus allowing sinking funds to be separately accounted for. Interest will be added annually and will be based on the rates applied to our interest-bearing instant access account with the Bank of Scotland. We will issue a statement of funds held on an annual basis or on request. Prior agreement from homeowners will be required to utilise the sinking / maintenance fund.

Sinking / maintenance funds are not refundable, unless otherwise stated in your title deeds. Thus, if you sell your property the sinking fund will not be repaid to you but will be available for the new owner to cover all or part of the cost of the maintenance or renewal that it was being set aside for. Therefore, this should be detailed as an asset in the sale of the property.

Details of agreed sinking / maintenance funds applicable to your property are referred to in Section 8 of your Property Schedule.

Change of Ownership

Homeowners must notify Rosehill when they sell, dispose of, or change the ownership of property factored by us, together with the date of change and identity of the new owner. Notification should be in writing, by post or email, by the property owner or their solicitor. Owners should provide Rosehill with advance notification of any change in ownership of a property, with no less than 14 days notification.

On receipt of notification of a sale, Rosehill will liaise with the seller's solicitor with regards to factoring matters that arise as part of the conveyancing. Prior to providing factoring information to the seller or their solicitor we will require payment in advance of any outstanding balance and an estimated sum in relation to the final invoice. We will arrange to apportion the charges and sums due by the owner for the invoicing period to the date of sale.

A sales administration fee, as recorded in section 8 of the Property Schedule will be charged to homeowners selling their property where Rosehill provides factoring services.

In addition to the sales administration fee, an administration fee may be levied by Rosehill for any documentation requested by or on behalf of an owner, for example building warrants, guarantees, etc., this administration fee is recorded in section 8 of the Property Schedule.

After selling your property, you will receive a final invoice, as some contractor or supplier invoices may not be generated until after the sale date (for example quarterly utility bills) you may not receive your final invoice at the date of sale. Rosehill will issue final invoices no later than three months after the date of sale, unless dictated by circumstances out with our control. At this time any remaining credit balance on your account will be refunded including the factoring float, after deduction of any sums due to Rosehill in their capacity as factor of the block.

Private Letting

If an owner privately lets their property, 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.

COMMUNICATION AND CONSULTATION

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

For general enquiries, e.g., invoice queries, accounts queries, etc., email and telephone are the best forms of communication. If you raise a telephone, email, or online query with Rosehill we will aim to get back to you within 2 working days. Enquiries made in writing by letter will be returned / acknowledged within 5 working days.

Timescales for resolution of queries will be advised to the homeowner, where possible, on receipt or acknowledgement.

To ensure that we communicate and consult effectively with you we will:

- provide regular, accurate, up-to-date information
- use straightforward, accessible language, only using technical terms where necessary
- ensure that communication is tailored to the needs of particular audiences
- make full use of the range of communication methods available
- respond efficiently and effectively to requests for information, enquiries, and complaints
- communicate decisions clearly and on time
- use information from owners to inform decision-making, and shape improvements to our services
- contribute to open communication
- keep ourselves informed and up to date
- be accessible, approachable and promote open and responsive communication
- develop and operate effective two-way communication systems
- provide advice and support to employees and contractors in relation to communication

Rosehill will communicate and consult with our owners in a variety of ways including:

- Via our website
- Newsletters
- Telephone (Inc. text messages)
- In writing by email or letters
- In person at our office or at your property
- Owners' meetings
- Social media (where appropriate)

Rosehill will not provide information which is misleading or false. We will not communicate with owners in any way which is abusive, intimidating or threatening. We 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.

If any owner informs Rosehill that they are having trouble paying charges, we will provide contact details for agencies that provide money advice.

Consultation on Repairs and Maintenance

When repairs or maintenance works are identified that exceed the financial threshold for instructing repairs Rosehill will consult with owners. We will give notice to all owners affected to advise them of the scope of the work, any grants that may be available, estimated cost of the work and the share of the cost that would be applied to them. The decision whether to proceed with the works will be made in accordance with the provisions of your title deeds.

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.

When appropriate, Rosehill will arrange a meeting of all the affected owners, in accordance with the provisions of your title deeds, to answer any questions.

The decision whether to proceed with the works will be made by owners, in accordance with the provisions of your title deeds, and as recorded in Section 7 of your Property Schedule.

Contact Us

You can contact us as follows:

- By visiting or writing to us: 250 Peat Road, Pollok, Glasgow, G53 6SA;
- By telephone: 0141 881 0595
- By email: admin@rosehillhousing.co.uk or factoring@rosehillhousing.co.uk
- Using the form on our website: <https://www.rosehillhousing.co.uk/contact-us/>

Opening Hours

Our office opening hours are:

- Monday to Thursday - 9am - 5pm
- Friday - 9am - 4pm

Our offices are closed in the mornings of the second Thursday of each month. On these days we open at 2pm.

Documents and Policies / Procedures

Documents and policies and procedures that homeowners require to understand the operation of Rosehill's factoring service are available on request.

Data Protection

Rosehill will comply with current data protection legislation when handling or processing homeowner's personal data and will ensure that this information is held and used safely and appropriately as detailed in our transparency statement. This is available on our website or by request. We are registered with the Information Commissioner's Office's Data Protection Public Register and our registration number is Z7883599.

COMPLAINTS

Rosehill is committed to providing a high-quality customer focussed service. It uses the information provided by customers to help improve the services it delivers. If something has gone wrong or if you are unhappy about our service, please contact us and staff will be happy to help resolve any issue you have. If your issue is not resolved, you will be provided with a copy of Rosehill's complaints handling procedure detailing further steps to be taken to resolve the matter. A copy of our complaints handling procedure is available on request at our office and available on our website.

Rosehill has adopted the complaints handling procedure (CHP) developed by the Scottish Public Services Ombudsman (SPSO) and the Scottish Housing Regulator. Our procedure is a two-stage complaints procedure. We will always try to deal with your complaint quickly but, if it is clear that the matter will need investigation, we will tell you and keep you updated on our progress.

Stage 1: Frontline Response

We aim to respond to complaints quickly, where possible when you first tell us about the issue. This could mean an on-the-spot apology and explanation if something has clearly gone wrong, or immediate action to resolve the problem.

We will give you our decision at stage 1 in five working days or less unless there are exceptional circumstances.

If you are not satisfied with the response we give at this stage, we will tell you what you can do next. If you choose to, you can take your complaint to stage 2. You must normally ask us to consider your complaint at stage 2 either:

- within six months of the event you want to complain about or finding out that you have a reason to complain; or
- within two months of receiving your stage 1 response (if this is later).

In exceptional circumstances, we may be able to accept a stage 2 complaint after the time limit. If you feel that the time limit should not apply to your complaint, please tell us why.

Stage 2: Investigation

Stage 2 deals with two types of complaint: where the customer remains dissatisfied after stage 1 and those that require investigation, and so are handled directly at this stage. If you do not wish your complaint to be handled at stage 1, you can ask us to handle it at stage 2 instead.

When using stage 2:

- we will acknowledge receipt of your complaint within three working days
- we will confirm our understanding of the complaint
- we will investigate and consider the outcome you are looking for
- we will try to resolve your complaint where we can (in some cases we may suggest using an alternative complaint resolution approach, such as mediation)
- were we cannot resolve your complaint, we will give you a full response as soon as possible, normally within 20 working days

If our investigation will take longer than 20 working days, we will tell you. We will tell you our revised time limits and keep you updated on the progress.

Complaints Resolution

If following the stage 2 response you remain dissatisfied, the Property Factors (Scotland) Act 2011 provides homeowners with a complaint's resolution. Homeowners can make an application to the Housing and Property Chamber First-tier Tribunal for Scotland (Housing and Property Chamber) for a determination as to whether their factor has failed to carry out their factoring duties or failed to comply with the Code of Conduct.

To take a complaint to the First-tier Tribunal, homeowners must first notify us in writing of the reasons why they consider Rosehill have failed to carry out its duties or failed to comply with the Code. The homeowner must have exhausted the property factor's complaints procedure or Rosehill must have refused to resolve the homeowner's concerns, or unreasonably delayed in attempting to resolve them.

Complaints against a Contractor

Any complaints received regarding contractors will be passed to the contractor to allow them to respond. We require homeowners making a complaint to provide us with evidence e.g., photographs, to allow us to demonstrate to contractors, any shortfall in the service level agreed. The contractor will be afforded the opportunity to correct the problem. However, if this is not achieved, Rosehill may instruct an alternative contractor to resolve the issue and deduct the cost incurred or refuse to pay the original contractor's invoice.

Making a Complaint

You can complain in person at our office, by phone, in writing, by email or via our complaints form on our website.

It is easier for us to address complaints if you make them quickly and directly to the service concerned. So please talk to a member of our staff at the service you are complaining about, then they can try to resolve the issue.

When complaining, please tell us:

- your full name and contact details
- as much as you can about the complaint
- what has gone wrong
- what outcome you are seeking.

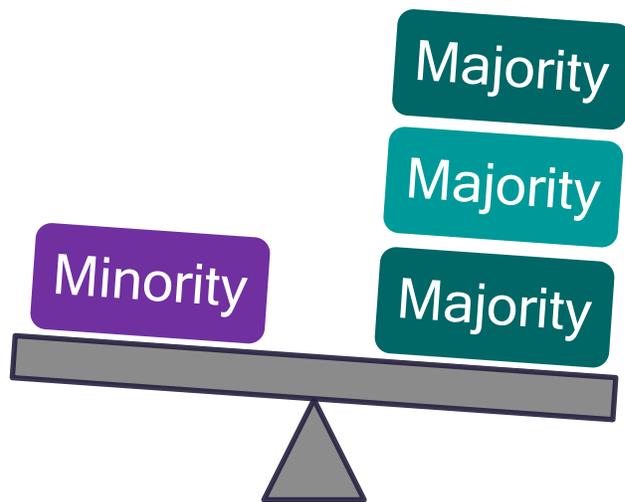
You can contact us as follows:

- By visiting or writing to us: 250 Peat Road, Pollok, Glasgow, G53 6SA;
- By telephone: 0141 881 0595
- By email: admin@rosehillhousing.co.uk
- Using the form on our website: <https://www.rosehillhousing.co.uk/make-a-complaint/>

DECLARATION OF INTEREST

Rosehill will declare where we own properties in the block that your property forms part of and will declare if our ownership consists of a majority or minority share of the block. This and any other financial or other interests in the common parts of your block is recorded in Section 1 of your Property Schedule.

Where Rosehill is involved in a relationship, or agreement, that is material or conflicts with any work undertaken for the homeowner, fair treatment will be ensured at all times.



TERMINATING THE FACTORING ARRANGEMENT

The appointment of Rosehill as factor may be terminated on the instructions of homeowners, in accordance with the provisions set out in the deeds of your property or where applicable the Tenements (Scotland) Act 2004, in writing to Rosehill's Director. Full details on terminating the factoring agreement are recorded in Section 2 of your Property Schedule. Homeowners will be required to provide copies of documentation to evidence that agreement to terminate services has been mandated by the appropriate number of homeowners. Rosehill will provide the owners with any financial information they require at this time.

A termination notice period is required and is recorded in Section 2 of your Property Schedule. During the termination notice period Rosehill will only provide a wind and watertight reactive service. Cancellation of longer-term contracts may incur charges, for example cancellation of buildings insurance premiums.

At the end of the termination notice period any outstanding charges will be apportioned between all homeowners' accounts and costs will be issued via a final invoice for payment. Any credit balance on owner's accounts will be refunded within three months of the termination date, any float repayment due will be included as a credit assuming that all individual debts have been cleared.

Any funds held on behalf of owners in a sinking or maintenance fund will be utilised, where required, to clear any outstanding debt. Where a balance remains in a sinking or maintenance fund Rosehill will transfer the sums to either the incoming factor, an owners' maintenance account or refund as part of any credit balance.

Rosehill will liaise with any incoming factor to ensure a smooth transition and provide any relevant information, subject to data protection legislation.

Rosehill may withdraw its factoring service at a property or development if there are management issues which we are unable to resolve or where there is a financial risk to maintaining the service. Owners will be notified in writing and provided with a termination notice period for the withdrawal of the factoring service as recorded in Section 2 of your Property Schedule.