



## WRITTEN STATEMENT OF SERVICES

In accordance with the Property Factors (Scotland) Act 2011, it is a requirement that Manor Estates as a registered property factor, sets out in a written statement of services the delivery standards which will be in place between us and you the owner.

### **Our Authority to Act**

Every owner-occupied property is subject to a set of legal conditions which are contained in the Title Deeds for that property. The Title Deeds set out the owner's rights and responsibilities in relation to their own property and to others within the Community Burden area. Part 2 of the Title Deeds relate to the factoring conditions in place when you purchased the property.

The Community Burdens are set out in the Title Deeds and Manor Estates will continue to enforce these whilst we still own properties on each estate. In practice this means that when you purchase a property you take on the rights and responsibilities not just for your own house but also rights and responsibilities relating to the wider area. This information will be contained within your Title Deeds.

The Title Deeds impose "real" burdens on the owner of the property. These burdens or obligations will continue even when a house has been sold with the responsibility passing onto the new owner.

Community Burdens give Manor Estates as your Property Factor the authority to arrange any necessary works, for example to a landscape area. Community Burdens give Manor Estates the right to recover the direct costs of any work as well as any costs incurred in managing the process. Your Title Deeds establish the responsibilities for meeting your share of the cost of maintaining common areas within the estate.

### **Services Provided**

The services we provide and covered by your Factoring fee include: -

- Identifying all work required to common and/or common stairs – usually by regular site visits by our Technical Services or Housing Management staff including landscape maintenance and non adopted footpaths etc.
- Arrangement of tendering, including working with an approved list of contractors, to achieve value for money and to safeguard householders' interests.
- Arranging Building Insurance cover.
- Dealing with specific queries raised by residents about the nature of works.
- Dealing with specific queries in relation to the standard of work.
- Dealing with specific queries in relation to your account.
- Processing and payment of invoices, including any external consultant fees where they have been involved in the preparation of or the management of contracts.
- Calculating each householder's share of the works carried out.
- Raising and issuing invoices to each owner.
- Providing information updates detailing the works we carry out on your behalf.
- Processing payments received from householders and setting payment arrangements as appropriate.
- Taking debt collection action against non-payers – letters, visits and debt collection agency.

*\*Please note that our tenants pay their share of the costs through their rental charges. It would be unfair to expect their rents to subsidise the provision of services that would benefit home owners.*

### **Services we do not provide.**

We do not provide an Estate Management service to you as a homeowner. For example, we will not become involved in any neighbourhood problems unless one party is a Tenant of Manor Estates and there is a clear breach of the Tenancy Agreement. We cannot take up issues with other agencies on your behalf. As a home owner you will have to deal with these other agencies direct – for example issues you wish to raise with the police or local authority.

## Financial & Charging Arrangements

The number of properties contributing to the maintenance costs in your area are detailed in the covering letter issued with your account each year.

### Debt Recovery

Our debt recovery policy is to pursue all amounts we are due. We will take action on all payments due: -

**28 days** after the account has been issued a first reminder letter will be issued.

**28 days** after the first reminder letter a second reminder letter will be sent detailing further action if the account remains unpaid and a charge of £20 will be added to the account to cover these additional costs.

**28 days** after the second reminder letter, if the account remains unpaid a final letter will be issued stating an exact date for full payment and a further charge of £50 will be added to the account to cover additional costs.

Should the account remain unpaid our solicitors will be instructed to serve a Notice of Potential Liability (NOPL) on the property or we will issue your account to a debt collection agency for recovery of all monies owed. The NOPL will prevent the property being sold until the debt is repaid and could affect the householders' ability to obtain credit. We issue NOPL's to owners who continually fail to keep up payments on their accounts, this means that you as the owner need to settle the debt before you can sell your home.

Where we take legal action the costs of any legal proceeding are payable by the owner, not Manor Estates and added to the owners account. The owner is responsible for the removal of an Inhibition Order or NOPL served on the property and the charges associated with their removal.

### Sinking Funds

If you pay into a sinking fund for future major repairs, we will issue an annual statement with your account showing the fund value and any works charged to the fund. Funds will be held in an interest earning account. Interest earned will be shown on the annual statement as an annual transaction.

### Common Repairs

Where common repairs have been carried out on your behalf, your share of the cost will be included on a future invoice. We will notify you beforehand if the cost of the works is estimated to be in excess of £50 per owner.

Where improvements are proposed (such as door entry systems for flatted blocks) we will consult with you on the proposed works and only proceed where full agreement has been reached with each owner affected by the works. We will not carryout non-essential works within an estate unless the majority of owners agree in advance to meet their share of the cost.

For essential works over £50 per owner (such as maintenance painterwork, roof and rhone repairs for flatted blocks) we will write out and advise owners affected of the cost. For emergency works over £50 per owner we undertake the works to remove the emergency nature of the hazard/repair and write out to owners affected as soon as possible.

### Review of Charging Structure

Manor Estates management committee reviews the factoring charges annually in March each year. The review of charges takes into account the cost of providing the service. Manor Estates is a registered Charity (SC023106) and therefore does not make a profit from services to owners but we need to ensure we recover the full cost of all the services we provide. The factoring fee is set out in the covering letter with your first account along with details of additional fees for dealing with re-sales.

### Billing

Factored accounts are issued twice yearly, summer and winter. The annual factoring, insurance charge (and where applicable) sinking fund charges will be split between the two accounts. The summer account will include full charges for public and private landscape works. Common repair works will be charged on the next account issue after the contractors invoice has been approved.

All accounts will be produced on an invoice with a covering letter detailing any specific issues during the billing period.

Renting out your property - You are responsible for advising Manor Estates of any change to your correspondence address.

### Paying your Account

You can pay your account by:

- ✓ Debit or Credit card over the phone

- ✓ Online at [www.manorestates.org.uk](http://www.manorestates.org.uk) via direct banking from your account to ours
- ✓ Free of charge at any Royal Bank of Scotland branch using the payment slip at the bottom of your account
- ✓ By cheque posted to our offices at 11 Washington Lane, Edinburgh. EH11 2HA (please put your address and customer reference number on the back)
- ✓ By Standing Order
- ✓ Direct Debit – please contact us to set this up

**All accounts are payable within 28 days of date of issue.**

For unpaid accounts we issue a reminder letter 28 days after the date of the original invoice. If after 28 days of the first reminder letter being sent the account remains unpaid, a second reminder letter will be issued and a £20 administration charge added to the account. If after 28 days the account still remains unpaid a final reminder letter will be issued with a date for full payment and a further £50 administration charge will be added to the account. Should the account remain unpaid our solicitors will be instructed to serve a Notice of Potential Liability on the property that will prevent future sales until the account is paid in full as detailed in the debt recovery procedure on Page 2.

**Communication Arrangements**

**Complaints Procedure**

Our full complaints procedure is available on line at [www.manorestates.org.uk](http://www.manorestates.org.uk). Alternatively, a printed copy is available on request from our office.

You can complain by talking to us in person or by telephone, by writing to us by letter or e-mail or using the form in the complaints leaflet.

If you have a complaint please tell us what aspect of the service you are unhappy with, what you think should have happened and what you want us to do to put the matter right.

We operate a two stage complaint procedure: -

Stage 1 – Frontline Resolution - We aim to respond less serious within 5 working days.

Stage 2 – Investigation - We will acknowledge a formal complaint within 3 working days and give a full response within 20 working days. This stage deals with complaints not resolved at stage 1.

If we are unable to resolve your complain at stage 2 and the complaint is considered to breach the Property Factors Code of Conduct, you can refer your complaint to the Homeowners Housing Panel. Full details on how to refer your complaint to the Homeowners panel will be in our final response letter.

**Declaration of Interest**

All Committee and staff annually sign a Declaration of Interest form, where any financial associations with companies or contractors that either Manor Estates or our subsidiary company, MEAL deal with are declared. All Contractors and Consultants on the approved list of companies are also required to complete declarations of interest forms.

Manor Estates receives no commission or any benefit from any service provider appointed by us on behalf of owners. Manor Estates also maintains a hospitality register.

**How to End the Arrangement**

You can dismiss Manor Estates at any time. In estates where homeowners are in the majority (over tenants), your Title Deeds give the majority the right to take over the responsibility for maintenance of the common areas.

This would involve agreeing with other owners on the estate to appoint another Factor. Your new Factor would then take over responsibility from Manor Estates for undertaking any necessary maintenance and for collecting each owner’s share of the cost.

We will however continue to provide our existing level of service until we are approached by an alternative service provider. In addition we will continue to provide the service whilst we still own properties on the estate. We reserve the right to discontinue the service if in the future we have no properties on the estate.

## **Communication**

Our office hours and contact details are:

9am to 12:30pm & 1:30pm to 5.00pm Monday to Thursday.

9am to 12:30pm & 1:30pm to 3:30pm Friday's.

Our registered Office address is: -

11, Washington Lane,

Edinburgh,

EH11 2HA.

Tel: 0131-337-3222 Fax: 0131-313-4148

Email: [info@manorestates.org.uk](mailto:info@manorestates.org.uk)

Web: [www.manorestates.org.uk](http://www.manorestates.org.uk)

For emergency out of hours repairs affecting common areas contact 0131-337-3222 or 0800 093 8823.

## **Financial Obligations**

### **Change of Ownership**

On notification of the sale of a property or change of ownership, we will deal with the sellers and buyers solicitors and apportion the account up to the date of sale. Any outstanding charges will be requested from the settlement figure, credits will be refunded direct to the outgoing owner. Charges for this service are as detailed in the charging structure on Page 2.

We will write to the new owner within 3 months of date of entry into the property with details of the factoring service and charges.

### **Insurance**

Block insurance is arranged annually for factored owners through the Associations Insurance brokers. The block insurance runs from 31<sup>st</sup> March to 30<sup>th</sup> March annually. It is requirement of your factoring conditions that you take the Associations block insurance.

In spring each year, each factored owner will be issued with a cover note detailing the property re-instatement value, insurance premium, policy excess, claim contact numbers and a summary of cover. A full copy of the block policy is available by appointment in our office. The cost of arranging insurance cover is included in your factoring fee.

All claims under the policy will be made to the appointed broker who will maintain an insurance log that is checked monthly by the Associations staff.

Insurance re-instatement values are uplifted annually in line with the Royal Institute of Chartered Surveyors (RICS) guidelines. Property valuations will be undertaken every 5 years, however any homeowner can increase the insurable value of their property by contacting this office.

### **Carrying out Repairs & Maintenance**

Works under £50 in value per owner will be instructed to a contractor from Manor Estate's approved list of contractors. All other works will be processed as detailed under *Common Repairs* on page 2.

Emergency out of hours or daytime emergency work affecting the security of a property or danger to life – response within 2 hours to remove the emergency nature of the defect.

All other repairs - works completed within 13 days except works quotations are required. All works are approved and/or inspected by a member of staff on completion.