



In accordance with the Property Factors (Scotland) Act 2011, it is a requirement that Manor Estates, as a Registered Property Factor, sets out the delivery standards which will be in place between us and you the owner in this :

Written Statement of Services.

Manor Estates Housing Association Ltd.
11 Washington Lane
Edinburgh
EH11 2HA

Property Factor ID PF000157

Version 2021.11.01

Our Authority To Act

Manor Estates bought over 900 houses from Scottish Homes in March 1995 and at that same time took on the responsibility for providing a Factoring Service to over 1500 owners. As one of those 1500 owners you probably either bought your house direct from Scottish Special Housing Association, from Scottish Homes, from Manor Estates, or from another owner who did.

Manor Estates has the delegated authority of the Owners to instruct and carry out repairs and maintenance work in relation to the management of the common areas within your estate. Manor Estates own these areas and there is in place a Deed of Conditions (by the former Scottish Special Housing Association) which applies to all properties within that estate, The Deed of Conditions obliges all owners to pay a share of the cost of maintaining the areas common areas.

Every owner-occupied property is subject to a set of legal conditions which are contained in the Title Deeds for that property. When you purchase a property you take on the rights and responsibilities, not just for your own property, but also rights and responsibilities relating to the wider or Community Burden area. The Title Deeds impose "real" burdens on the owner of the property and give Manor Estates, as your Property Factor, the authority to arrange any necessary works, for example to a landscape area, 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. These burdens or obligations will continue even when a property has been sold with the responsibility passing onto the new owner.

The Factoring conditions in place when you purchased the property will be listed in Part 2 of the Title Deeds. Manor Estates will continue to enforce these whilst we still own properties on each estate.

Manor Estates Associates Ltd. were approached by residents of West Cherrybank to provide Factoring Services across all 20 properties in the mansion house and the flatted block including the entranceway, car parking and landscaping. MEAL have been providing the service since this approach in 2004.

Declaration of Interest

Manor Estates hold an interest in any block or estates where it has tenanted properties.

Manor Estates/MEAL receives no commission or any benefit from any service provider appointed by us on behalf of owners. Manor Estates also maintains a Gifts and Hospitality register which can be viewed on request and will be available for inspection at our Annual General Meeting.

All Manor Estates Board and staff members sign an annual 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.

Services Provided

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

- Identifying all work required to common areas and/or common stairs – usually by regular site visits by our Property Services staff and Housing Services staff including landscape maintenance and non adopted footpaths, etc.
- Arrangement of ordering and tendering, including working within our Framework of Service Providers to achieve value for money and to safeguard Owners' interests.
- Arranging Building Insurance cover (for all Fully Factored Customers).
- Providing information updates detailing the works we carry out on your behalf.
- Dealing with specific queries raised about the nature and standard of work.
- Processing and payment of invoices for all common works and services completed.
- Calculating each Owners share of the works carried out.
- Raising and issuing invoices to each Owner.
- Dealing with specific queries in relation to your account.
- Processing payments received from Owners and setting suitable payment arrangements.
- Taking debt collection action against all non-payers – letters, visits and debt collection agency.

The cost of administering these services across all common areas is additional to the actual cost of the works and is covered in the Factoring Fee. Please note that our tenants pay their share of the costs through their rental charges. It would be unfair to expect tenant rental charges to subsidise the provision of services that would benefit owners.

Services we do not provide

We do not provide an Estate Management service to Owners. 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 Owner you should deal with these other agencies direct – for example issues you wish to raise with the police or local authority.

Common Repairs

Where common repairs have been carried out on your behalf, your share of the cost will be billed to you 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. For essential works over £50 per owner (such as maintenance painter work, roof and gutter repairs for flatted blocks) we will write out and advise owners affected of the cost. For major repairs over £250 per owner we can arrange a stair/block meeting to discuss the proposed works (this can be virtual by Teams or Zoom).

For emergency works estimated to be in excess of £50 per owner we will undertake

the works to remove the emergency nature of the hazard/repair and write out to all owners affected as soon as possible.

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 carry out non-essential works within an estate unless the majority of owners agree in advance to meet their share of the cost.

Repairs Covered

Repairs can be reported by the methods detailed in the **How to Contact Us** section.

- Emergencies defined as affecting the security of a property or danger to life (out of Hours or daytime) within 2 hours (to remove the emergency nature of the defect)
- Routine - All other repairs, works completed within 13 days*

*Except where works quotations are required.

For emergency out of hours repairs affecting common areas contact 0131 510 8540
Option 1

Category	Description	Examples	Target Time	Response
Emergency	Where there is danger to life or the safety of individuals; loss of wind or water tightness or security	Severe water leaks Full loss of common close lighting Unsafe stonework Smashed/cracked glass Unsafe electrical wiring Unsafe steps/paths/walls Blocked drains	2 hours	
Routine	A necessary item which will cause inconvenience if left unrepaired, or where there is a risk of damage to the building.	Partial loss of common lighting Tracing of running overflows/cracked guttering	13 working days	

	Items which will not cause any immediate inconvenience and where there is no risk to damage or residents or members of the public.	Loss of TV reception Door entry system faults Missing/broken Tiles.	13 working days
Cyclical Maintenance & Inspections	Preventative Maintenance or servicing to the common parts of the building fabric (internal & external), common external areas, decoration works, cyclical testing and/or inspection as required by legislation, or the property title deeds.	Roof & gutter cleaning and inspections Fall arrest system testing Common electrical test and safety checks and remedial works Asbestos surveying and monitoring Legionella testing Fire safety inspections Door entry maintenance Tree surveys Internal & external Common area redecoration	Updates relating to these elements will be communicated via individual letter and the owners newsletter

All works are approved and/or inspected by a member of Manor Estates staff on completion.

Manor Estates staff, contractors and customers have the right to work and live without the threat of physical violence or abuse and to be treated with respect at all times. All our service providers are required to agree to work to our Policy on **Code of Conduct – Staff, Contractors, Customer**.

Please note that emergency repairs instructed by Manor Estates will be in respect of common parts only. Costs for emergency repairs will be apportioned as common, among those owners with liability to pay. Private emergency repairs are the owner's responsibility to arrange and pay.

Appendix 3 of this Written Statement of Services details **Current Contractors and Cycles of Work**: -

- Reactive maintenance contractor
- Landscape maintenance contractor
- Stair cleaning contractor
- External decoration cycle
- Other major planned works you should be making financial provision for

Billing

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

Billing - Fully Factored customers

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 issued after the contractors invoice has been approved.

Billing - Administration only customers

Factored accounts are issued once per year in late summer. This account will include the administration fee, the full charges for public and private landscape works, and any common repair works.

Insurance - Fully Factored customers

Block building insurance is arranged annually for fully factored owners through Manor Estates appointed Insurance brokers. For our fully factored customers it is requirement of your factoring conditions that you take the block insurance.

The block insurance policy runs from 31st March to 30th March annually. In spring each year, each fully factored owner will be issued with a cover note detailing the property re- instatement value, the insurance premium, the policy excess, a summary of cover and claim contact numbers. A full copy of the block building insurance policy is available by contacting the office. The cost of arranging building 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 regularly monitored by the Manor Estates staff.

The insurance re-instatement values are uplifted annually in line with the Royal Institute of Chartered Surveyors (RICS) guidelines. Property revaluations will be undertaken on behalf of all owners covered by the policy at periodic intervals in line with the Property Factor Code of Conduct, at this point commencing at 5 yearly interval. Any owner can apply to adjust the frequency of property revaluations, if backed by a majority of owners, and any owner can increase the insurable value of their property by contacting Manor Estates.

All factoring customers are strongly advised to arrange their own home contents insurance.

Financial and Charging Arrangements

Payments and Debt Recovery

Paying your Account

You can pay your account by:

- Debit or Credit card over the phone by calling AllPay on 0330 041 6497 with your 19 digit reference number
- Online at www.manorestates.org.uk or by going to 'Pay Your Bill' under the Owners section of the website
- Free of charge at any Royal Bank of Scotland branch using the payment slip at the bottom of your account
- By Standing Order – contact your Bank to set this up
- Direct Debit – please contact us to set this up
- By cheque posted to our office at 11 Washington Lane, Edinburgh, EH11 2HA Please put your address and customer reference number on the back. Payments by cheque may take longer to reach your account.

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

Debt Recovery

Payments are required within 28 days of the account being issued. Manor Estates debt recovery policy is to pursue all amounts that we are due, for unpaid accounts as follows:

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

28 days after the first reminder letter a second letter will be sent and an administration charge of £20 will be added to the account.

28 days after the second letter a final letter will be issued and a further administration charge of £50 will be added to the account.

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. Manor Estates 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 property.

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 all the charges associated with their removal.

Our debt recovery procedure is available on request and available on line at www.manorestates.org.uk

Money Advice

Manor Estates recognises that money is being stretched to cover more and more bills and expenses, this website <http://www.moneyadvicescotland.org.uk/> may help you to save in areas you might not have thought about.

Other useful numbers for Money Advice:-

Money Advice Scotland Helpline Tel: 0800 731 4722

This is a helpline that provides access to free confidential and independent advice on how to deal with debt problems.

Opening Hours: Monday to Friday 9am – 6pm

National Debtline <https://nationaldebtline.org> Tel: 0808 808 4000

This is a national helpline that provides free confidential and independent advice on how to deal with debt problems.

Opening Hours: Monday to Friday 9am – 8pm and Saturday 9.30am – 1pm

Business Debtline <https://www.businessdebtline.org>

This is an organisation that offers debt advice for self employed people living in different parts of the country.

Opening Hours: Monday to Friday 9am – 8pm

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 during the billing year. Funds will be held in an interest earning account. Interest earned will be shown on the annual statement as an annual transaction.

Manor Estates will set up sinking funds to cover future major repairs where requested to do so by owners.

Communication Arrangements

Renting out Your Property

If your Title Deeds allow you to rent out your property and you decide to do so, it is essential you keep Manor Estates updated with your current contact information for billing, general communication and emergencies. Even where a letting agent is employed, owners will continue to be liable for factoring related costs and are required to communicate with Manor Estates regarding the factoring issues. Unless you request otherwise, correspondence will be issued to the address of the factored property.

Change of Ownership

You must notify Manor Estates of the forthcoming sale of the property. On receipt of notification of the sale of a property or change of ownership, we will deal with both the sellers and buyers agents or solicitors and arrange the apportionment of the account up to the date of sale. Any outstanding charges will be requested from the sale settlement figure, and credits will be refunded direct to the outgoing owner. Charges for this service are as detailed **Appendix 1 Factoring Service Charges**.

Manor Estates will write to the new owner within 4 weeks of date of entry into the property, or as soon thereafter we are notified of the sale, with details of the factoring service provided and charging structure.

Review of Charging Structure

The Board of Manor Estates reviews the factoring charges annually in Spring each year taking into account the full cost of providing the service. Manor Estates is a registered Charity (SC0 23106) and whilst we do not make a profit from providing services to owners we need to ensure we recover the full cost of all the services we do provide. The Factoring Fee, charges for dealing with re-sales and charges for non-payment of accounts are set out in **Appendix 1 Factoring Service Charges**.

The type of fee charged depends on when the property was originally purchased from Scottish Special Housing Association through the Right to Buy Scheme. The inclusion in factoring service became mandatory to all properties originally purchase after June 1988. Properties originally purchased before this date are **Administration Only Customers** and pay an administration fee. Properties originally purchased after June 1988 are **Full Factoring Customers** and pay an annual management fee and participate in block building insurance. Refer to your **Title Deeds** to check your legal obligations regarding fees payable.

Web Page

Our web page [Owners](#) provides details on a number of topics :

Written Statement of Services, Factoring Services, the Legal position, Frequently Asked Questions,

Landscaping, Publications giving links to policies and procedures, and how to Pay your Bill. In addition there is a section where you can make a complaint or comment.

Manor Estates is a member of Happy to Translate and will provide professional language and communication support to customers whose first language is not English, to aid resolution and at no charge.

GDPR and Privacy Notice

Manor Estates Housing Association is a Scottish Charity (Scottish Charity Number SCO23106), a registered society under the Co-operative and Community Benefit Societies Act 2014 with Registered Number 2484R(S) and has their Registered Office at 11 Washington Lane, Edinburgh EH11 2HA. We take the issue of security and data protection very seriously and strictly adhere data protection legislation, including the UK General Data Protection Regulation, the Data Protection Act 2018 and Privacy and Electronic Communications Regulations.. We are notified as a Data Controller with the Office of the Information Commissioner's Office under registration number Z6870536 and we are the data controller of any personal data that you provide to us.

Manor Estates Housing Association Ltd. Reg No. Z6870536
[MEHA-Factoring-Customer-Privacy-Notice-July-2021](#)

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Need new link once its on web

Getting Involved

Manor Estates is s membership organisation. It is accountable to its members through its elected Board of Management, The Board is made up of unpaid volunteers. Membership of Manor Estates Housing Association Ltd. is open to anyone with an interest in Manor Estates or in housing in general, The member ship fee is £1.00 and is valid for Life Membership entitling you to attend and vote at the Annual General Meeting and to stand for election to the Board of Management. If you want to know more about membership of the Association or to apply, please contact us at the office.

Complaints Procedure

Our full complaints procedure is available on line at www.manorestates.org.uk
Alternatively, a printed copy is available on request from our office.

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. 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.

We operate a **two stage complaint procedure**: -

Stage 1 – Frontline Resolution - Our aim is that these complaints can be dealt with quickly and effectively by frontline staff. In many cases, the response can be given immediately, however if we are not able to give an answer straightaway, we will respond 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 complaint at Stage 2 and the complaint is considered to be a breach of the Property Factors Code of Conduct, you can refer your complaint to the Housing & Property Chamber, First Tier Tribunals for Scotland.

Details on how to refer your complaint to the Housing & Property Chamber, First Tier Tribunals for Scotland will be in our Stage 2 response letter.

Contact details are: -

Housing & Property Chamber First Tier Tribunals for Scotland
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT

Tel: 0141 302 5900

Email: HPCAdmin@scotcourtribunals.gov.uk

Web : www.housingandpropertychamberscotland.scot

Termination of Manor Estates as Factor

As a property owner within the Estate or block Manor Estates is entitled to be involved in any decision to terminate the existing arrangement and appoint a new factor.

Estate Common Areas

In the Deed of Conditions for each property there is a right for the majority of owners within an estate to choose to appoint another factor in relation to the management of the estate common areas.

Block Common Parts

The Title Deeds allow Manor Estates to act as factor to the block common parts for as long as Manor Estates own one property within the block or there is at least one flat in our factoring service within the block.

There is also provision within the individual Title Deeds for either the factor or the owners to call a meeting of all owners within the block at which the majority can decide in various matters including termination of the arrangement with Manor Estates on giving 3 months notice in writing and appointing a new factor.

General Appointment of New Factor

There is also an over-riding right in terms of the **Title Conditions (Scotland) Act 2003** for two-thirds of the sharing owners to agree to the appointment of a new factor regardless of anything contained within the Title Deeds.

Manor Estates will have to consent to the appointment of a new factor but we cannot unreasonably withhold our consent. Manor Estates will continue to act as factor for the estate common areas or block common parts until such time as an alternative factor is fully appointed, and will provide all necessary documentation to the new factor.

How To Contact Us

Tel: **0131 510 8540 (Option 6)**

(if you don't have inclusive calls with your phone you can phone free on 0800 093 8823)

Email: info@manorestates.org.uk

Website: www.manorestates.org.uk

In writing at:

Manor Estates Housing Association Ltd.
11 Washington Lane
Edinburgh
EH11 2HA

Office Hours:

Monday to Thursday	9.00am to 12:30pm & 1:30pm to 5.00pm
Friday	9.00am to 12:30pm & 1:30pm to 3:30pm

We aim to respond to all forms of contact within 5 working days.