

Shettleston Housing Association

Factoring Terms and Conditions

Issue 1/Jan 2013



**SHETTLESTON
HOUSING
ASSOCIATION**

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Factoring Terms and Conditions

1 General

- 1.1 These are the terms and conditions for the provision of a factoring service to owner occupiers by Shettleston Housing Association (hereafter referred to as the Association). We are registered under the Industrial and Provident Societies Acts and also registered as a Registered Social Landlord under the Housing (Scotland) Act 2001. We are a Registered Scottish Charity and our registered office is at Helen McGregor House, 65 Pettigrew Street, Glasgow G32 7XR.
- 1.2 Shettleston Housing Association is registered under the Property Factors (Scotland) Act 2011 and as such is bound by the terms of the statutory Code of Conduct for Property Factors as agreed by the Scottish Parliament under the terms of the Property Factors (Scotland) Act 2011. These Terms and Conditions are intended to conform to the Code.
- 1.3 The Association is the Property Factor acting for and on behalf of the owners in your block. The Association 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 or Title Conditions (Scotland) Act 2003 if applicable.
- 1.4 The appointment of the Association as factor may be terminated by the owners in the block in accordance with the Deed of Conditions or by the Association, in each case upon giving not less than three months' prior notice in writing. The owners authorise the Association to act in accordance with the Deed of Conditions which will be binding upon all of the owners.
- 1.5 For the purpose of instructing the Association on factoring matters, each owner (or joint owners) in the block shall have one vote for each property owned by him/her. In the event that the title deeds allocate votes on the matter of factoring/maintenance/repairs in a different manner, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring.
- 1.6 For the purpose of the Association being able to contact the owners, including in emergency situations, each owner must provide the Association with a contact address, telephone number and, if possible, an e-mail address.

2 Services

- 2.1 As factor the Association will provide a range of services to owners. These services are set out in these Terms and Conditions and include:
- Reactive repairs to common parts of the building
 - An out of hours service for reactive repairs
 - Internal Repairs (see 2.14)
 - Cyclical maintenance to common parts of the building
 - Maintenance of common areas and/or gardens
 - Project/contract co-ordination for major works
 - Buildings insurance
 - Money and welfare advice
- 2.2 In relation to repairs, the Association will provide the core services set out in Schedule 1 annexed. The Association will have no liability for any failure to instruct repairs on its own initiative following a visit to the property and the block.
- 2.3 The Association may provide services outwith the core services set out in Schedule 1 (including major repair works and improvement) if requested and authorised by the owner occupiers in accordance with the Deed of Conditions. The cost of such works will be agreed by the owners prior to the work being carried out and the costs of carrying out the work will be apportioned in accordance with Schedule 2 of this Agreement. The Association may include reasonable conditions in respect of payment for the provision of such additional services.
- 2.4 The provision of a reactive repair service for common parts of the building is integral to the Association's responsibility as factor. Reactive repairs will be delivered on the following target timescales:
- **Emergency Repairs:** Repairs which, if not attended to, would seriously affect the property structure or security or constitute a danger to health e.g. wind damage to chimney stacks, subsidence.
Response: Within 12 hours
 - **Urgent Repairs:** Repairs that require prompt attention to prevent further deterioration and extended damage to property e.g. minor roof leak.
Response: Within 5 working days
 - **Routine Repairs:** Any day to day repair not categorised as emergency or urgent.
Response: Within 15 working days

Reporting Common Repairs

- 2.5 As Factor, the Association will aim to set and maintain a high standard of maintenance and repairs. Repairs procedures have been developed to ensure that repairs are carried out to a good standard, in as cost effective a manner as possible and within a timescale which causes the minimum inconvenience and nuisance to residents.

- 2.6 Each owner will assist the Association by reporting any repair requests to the Association office. Repairs can be reported in the following way:
- Calling into our Office at Helen McGregor House, 65 Pettigrew Street, Glasgow G32 7XR
 - Phoning us on **0808 202 6565**. If the office is closed the call will be redirected to our 'out of hours' service provider.
 - Writing to us at Helen McGregor House, 65 Pettigrew Street, Glasgow G32 7XR
 - Reporting the repair request via the Association's website **www.shettleston.co.uk**
- 2.7 Where a required repair is straightforward the Association will pass the information directly to one of the Association's approved contractors and they will carry out the works. If the repair is less straightforward the Association will request a maintenance officer to visit the block and assess the repair.
- 2.8 The Association is authorised to instruct and have carried out repairs and maintenance to the common parts of the block being factored provided that the anticipated cost of each job does not exceed £1,000 or such other sum as may be agreed by the owners in accordance with the Deed of Conditions.
- 2.9 If the anticipated cost of any job exceeds the agreed sum it shall be instructed and carried out only when the work has been approved in accordance with the Deed of Conditions and the Association has been put in funds by the owners to the full amount of the estimated cost or individual owners have entered into a legally binding Minute of Agreement to pay such costs and on such terms as are agreed with the Association. It shall be at the Association's sole discretion as to whether or not such an Agreement shall be offered and entered into.
- 2.10 The Association may also instruct works at a cost exceeding £1,000 if the works are required in an emergency or they consider the expense to be justifiable on grounds of health or safety. The costs of such works shall be recovered on the same basis as all other repair costs as set out under at Schedule 2 to this Agreement.

Out of Hours Services

- 2.11 The Association provides an 'out of hours' repairs service to address emergency repairs issues. Details of the service, including telephone numbers, are set out in Schedule 3. The service applies to external and/or common repairs only. The service does not apply to internal repairs that remain the responsibility of the individual owner.
- 2.12 The 'out of hours' service is intended for Emergency Repairs only (see 2.11 above) and operates on the basis of 'making safe' rather than a full repair provision. The service is subject to health and safety considerations in stormy weather or dangerous conditions. Further information on eligible repairs is set out in Schedule 3 and on the Association's website **www.shettleston.co.uk**.

Other Services

2.13 The Association carries out the following items of maintenance on a programmed basis.

- Gutter cleaning – periodically as required
- Close redecoration – every 5 years
- External painter work – every 5 years

Where an owner's property is not covered by the full management fee, the Association will charge an administration fee of 15% of the service cost excluding VAT.

2.14 In addition to its work as factor of the common areas of the property the Association will make available to owners a repairs service for work which is solely the owners' responsibility i.e. internal works. This service will cover the full range of trades for which a fee of 15% excluding VAT will be charged to cover administration costs in addition to the cost of the work required. The whole cost of the internal works together with the fee must be paid to the Association prior to commencement of the works.

2.15 In addition, the Association will periodically carry out programmed/improvement work to its own properties and where appropriate, these will be made available to the owner occupiers e.g.

- Installation of smoke alarms/carbon monoxide detectors/window locks.
- Gas fire/central heating inspection – annually (optional).
- Private Garden Maintenance – The Association will provide a quotation for this service prior to the start of each year, which for this purpose will be from April until the following March.

Administration fee of 15% of the works cost excluding VAT will apply.

2.16 Owners will have the opportunity to join or withdraw from such a scheme at any point in the year by advising the Association in writing at least one month in advance of the date on which they would like the service to commence or cease, subject to payment for work done.

2.17 The Association operates an in house welfare rights advice service which is available to all owners.

2.18 Advice on general money and debt counselling is also available through GMap and individual owners can be referred on by the Association for specialist one to one advice.

3 Costs

For the delivery of its services the Association will levy a range of charges as set out in Schedule 4. The charges relating to each of these items will be apportioned among the owners in accordance with Schedule 2.

- 3.1 Maintenance of the common parts of the building of which your property forms part will include:
- 3.1.1 REPAIRS OF THE COMMON PARTS – Maintaining, repairing, decorating, lighting and cleansing and renewing, reinstating and rebuilding the common parts of the building and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding.
 - 3.1.2 OTHER OUTGOINGS – All charges, assessments and outgoings for water, electricity, fuel, telephone and public or statutory utilities payable in respect of the common parts of the building.
 - 3.1.3 INSURANCE – All premiums for insuring the common parts of the building including the common parts of the buildings where the buildings form part of a wider development, all boundary walls and fences and for insuring against Property Owners and third party liability.
 - 3.1.4 REPAIRS ETC OF PLANT – Inspecting, maintaining in good working order, repairing, overhauling, replacing, renewing, monitoring and operating the plant and equipment available for use in common by the owners of the building 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 the Association consider necessary.
 - 3.1.5 PROFESSIONAL FEES – The proper and reasonable fees and charges of the Association and the proper and reasonable fees and charges of any accountant, architect, engineer, surveyor or other professional adviser employed to certify any matter or thing to be certified for the purposes of any provisions of the Schedule and the proper costs (but not more than once every year) of an independent professional valuation of the building for the purpose of assisting towards the determination of the full cost of reinstatement of the development. For the avoidance of doubt, the Association may, because of the complexity of a particular repair or because the Association is involved in additional work beyond their routine management duties, charge an additional co-ordination fee to cover staff costs relating to the co-ordination of such works provided such charge is reasonable and in accordance with the amount of time spent by the Association in dealing with the matter in question.
 - 3.1.6 SIGNS – The provision, inspection, maintenance, repair, overhaul, replacement and renewal of signs, direction boards and other informative signs and notices in or upon the building or wider area where the buildings form part of a wider development.
 - 3.1.7 SECURITY – The provision of such security equipment and apparatus for the building as the Association 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.

- 3.1.8 VAT – Value Added Tax at the applicable rate in respect of any item of expenditure herein mentioned.
- 3.1.9 FIRE FIGHTING EQUIPMENT ETC IN COMMON AREAS – Expenditure incurred in providing, servicing and monitoring 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 the cost of repair, maintenance and renewal of the same).
- 3.1.10 MAJOR REPAIRS PROVISION – The Association may, by agreement with the owners, levy a charge in order to build up a fund for future expenditure in respect of major repairs and refurbishment of the building’s common parts (as to what constitutes major repairs and refurbishment the Association shall be the sole judge). This repairs Provision shall be held in a separate bank account, will be separately accounted for by the Association to the owners and will be repayable to owners when they sell their property, less any outstanding unpaid costs . The amount levied will be agreed by the owners in advance.
- 3.2. MANAGEMENT CHARGE – The Association will levy a charge on all owners within the building to cover the costs of administration in delivering the factoring service. Details of the actual amount are set out in Schedule 4. The management charge will be reviewed annually and any amendment will come into effect on 1st April of the following year. The Association will consult owners on any proposed changes, will take account of the results of that consultation in arriving at a final decision and will give owners at least 28 days’ notice of the increase coming into effect. The management charge will cover routine management duties as set out in Schedule 4.
- 3.3 FACTORS FLOAT – The sum of £50 (or such greater sum as may be agreed with a majority of the owners in the block) shall be payable by each owner within 14 days of the Association’s demand. The Association will hold a separate bank account for the factors float and this will be separately accounted for. The Association shall have the authority to use the money paid by an owner to meet any debt owed to the Association in its capacity as factor of the development. The float will be repayable by the Association when the flat is sold, less any amount owed at the date of sale.

4 Accounts

- 4.1 Each individual owner is responsible, along with the other owners in the building, for a share of the maintenance and repairs carried out in relation to the building. The details of that share are as set out in the attached Schedule 2.

Invoices

- 4.2 Itemised invoices will be sent to all owners quarterly. Other invoices will be raised from time to time as appropriate e.g. for owners' rechargeable repairs or for owners' contributions to major repairs or improvements projects.
- 4.3 Each owner will make full and prompt payment on demand to the Association of his/her share of the costs of repairs and maintenance, insurance premiums, common charges, the Association's management charge and all other costs and expenses properly incurred by the Association in the provision of the factoring service under this Agreement.
- 4.4 If an account remains unpaid 28 days after the bill is sent, the following procedures will be invoked in order to recover the sum due to the Association:
- A reminder will be sent to the owner.
 - If after a period of 14 days the bill remains unpaid, a second reminder will be sent.
 - If after a further period of 14 days the bill remains unpaid, a letter will be sent requesting payment within 7 days otherwise the Association may apply a Notice of Potential Liability on the owner's title to the property at the owner's expense.
 - The Association will thereafter reserve the right to refer the debt to its solicitors who may give notice of court action for the recovery of the debt. Such notice would include the fact that all resulting court expenses will be added to the owner's debt.
- 4.5 Once an account is passed to the Association's solicitors, the solicitors will be required to seek the Association's instructions at each stage before proceeding with action of any kind.
- 4.6 The Association will provide each owner with an annual account, detailing all works which have been carried out and invoiced over the previous 12 months.

Payment

- 4.7 Each owner will be supplied with an Allpay card, which can be used, if desired, at any Post Office or shop displaying a Pay Point sign for payment of invoices due to the Association.
- 4.8 Owners can pay by any of the following methods:
- By cheque made payable to Shettleston Housing Association
 - At any Pay Point using the Allpay card
 - By debit card/credit card via our website, following the Allpay link
 - By bank transfer

- By Postal Order
 - By Standing Order or Direct Debit
 - By cash at the Association's office
 - By phone to the Association or Allpay using the Allpay Card
- 4.9 Each owner must notify the Association of changes in ownership of their property. On receipt of notification of such sale the Association will arrange to apportion the proportion of charges due by the owner for the period to the date of sale. Charges in relation to the administration of changes to ownership are set out in Schedule 4.
- 4.10 If an owner privately lets their property, be it a residential property or a commercial one, the Association will pursue the owner for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant.
- 4.11 The Association is responsible for ensuring that the building is adequately insured. This will take the form of the Association arranging cover for the whole building or, if an owner wants to arrange his/her own insurances, noting the details of an owner's existing insurance arrangements. It shall be for the Association, as factor, to establish a minimum level of insurance requirement for the building. Owners should note that this paragraph relates to buildings insurance and that owners are responsible for arranging their own contents insurance.
- 4.12 Where insurance is arranged through the Association it shall be responsible for effecting and keeping in force the amount of insurance cover which has been determined in accordance with these Terms and Conditions. The Association shall have no further or other responsibility in relation to the insurance of the building or any parts thereof.
- 4.13 The premium applicable to your property is calculated as set out in Schedule 2 of these Terms and Conditions. The Association will advise each owner annually, as soon as possible after it is known, the annual cost of the buildings insurance premium, together with details of the insurer, the total sum insured, the total premium paid, any excesses which apply and a summary of the policy information. Any changes to the insurance cover/premium etc. will be communicated to owners in writing on an annual basis. If a claim requires to be made on the building insurance each owner shall contact the Association who will provide a claim form and adequate details in order for the owner to make the claim. The Association 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 the Association.
- 4.14 Where owners wish to take out their own buildings insurance for their property they will be required to provide evidence that the rebuilding cost cover is at least equivalent to the amount required by the Association, which is available on request. Owners must also provide evidence that their insurance policy covers a share of the common parts of the building and must provide evidence that it continues to be in place on an annual basis. Should this evidence not be provided the Association will insure the property on the owner's behalf and the whole annual premium will be applied.
- 4.15 Sharing owners cannot opt out of the Association's block buildings insurance.
- 4.16 The insurance costs payable in respect of insurance for all common parts of the building will be charged to the owners in equal proportions quarterly.

- 4.17 The Association may also arrange for public liability insurance in respect of common parts of the block, the premium of which will be apportioned in accordance with Schedule 2.
- 4.18 The Association, as factor, will take a view on what is an adequate level of cover required for the property and arrange insurance accordingly. Should an owner disagree with the level of cover arranged they should discuss this with the Association.

5 Communication

- 5.1 The Association wishes to ensure that owners are kept informed of our overall work and to this end all owners will receive:
- The Association's general quarterly newsletter
 - An annual owner's newsletter
 - The Association's annual review/report
- 5.2 The Association will convene an Owners Forum at least once per year to allow for comment and feedback on our work and plans. Such meetings will not have decision making authority in respect of any detailed arrangements for the factoring service within an individual building.
- 5.3 The Association operates a Customer Charter which sets out the standards it seeks to apply in dealing with all forms of communication and interaction with its customers. Details of the Charter are set out in Schedule 6.

6 Meetings

- 6.1 The Association will convene a meeting of owners in relation to factoring issues within a building when requested to do so by the owners of not less than two properties within the building, or if the title deeds make specific provision, whatever that provision may be. Such a meeting will require at least 7 days' notice in writing, or whatever notice is set down in the Titles/Deeds of Condition. Such a meeting shall have authority to make decisions in relation to the building as determined by these Conditions and the Title Deeds and shall consider such business as is set out in the Notice of meeting.
- 6.2 The Association may, as factor, convene an owners' meeting, giving 7 days' notice in writing, as set out above, to consider such matters as are set out in the notice of meeting.
- 6.3 The quorum for such meetings shall be as set out in the title deeds, but in the absence of any specific provision, shall be 50% plus one of the owners of the flats/properties within the building. Unless specifically agreed otherwise, the factor i.e. the Association, shall chair such meetings.

7 Comment: How well did we do?

- 7.1 The Association welcomes comment and feedback from all service users, including factored owners. The Association operates a system of customer feedback, 'How well did we do?', which allows service users to make comment on their experience with the Association at every and any point they have contact with us. This system is available to owners. Examples of the comment forms are set out in Schedule 7.
- 7.2 Returns of 'How well did we do?' are analysed on a continuous basis and are the key contributor to the Association's system of analysing problems, identifying solutions and improving services.
- 7.3 Included within 'How well did we do?' is a provision for initiating a complaint. This first level complaint stage allows the Association to identify complaints at an early point thereby allowing for a speedy resolution.
- 7.4 Complaints that extend beyond this early point will enter the formal investigative stage as set out in the Association's Complaints Procedure (see Schedule 8).
- 7.5 Complaints from home owners which go beyond the internal Association investigation stage must, in terms of the Act and Code of Conduct, proceed to the Homeowners Housing Panel. Complaints from commercial owners will be dealt with through the Association's Complaints Procedure.

Please note that the Property Factors Act requires that the Association provide information to the Scottish Government on the properties to which they provide factoring services. This will result in certain information being published and made available to the public. By appointing the Association on these Terms and Conditions you are agreeing to this publication.

Schedule 1 – Services provided by Shettleston Housing Association

The Association will, in the delivery of the factoring services provide or carry out the following:

- 1 Make periodic visits to the property and take appropriate action to deal with any matters of a common or mutual nature which are discovered.
- 2 Instruct repairs and other work to firms which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost.
- 3 When instructing repairs and when appropriate, consult with the contractors as to the type of repair and the materials to be used.
- 4 Arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen and co-ordinate their work.
- 5 For works where the reasonably estimated cost is likely to exceed £1,000, to obtain estimates from several firms 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.
- 6 Where the proposed repair is mutual to an adjoining building, negotiate with the adjoining owners or property manager and endeavour to ensure that the work is agreed and then completed satisfactorily at a reasonable cost.
- 7 Investigate any complaints of unsatisfactory work and, where considered necessary by the Association and if so instructed by a majority of the owners of the building, arrange for a professional report on the completed repair subject to any fees for same being chargeable to the owners.
- 8 Check tradesmen's accounts when rendered, including any charge of VAT.
- 9 Inform owners of the proposed changes to the factoring service on an annual basis and where appropriate call a meeting of all interested parties.
- 10 When a change of ownership takes place, on request make the necessary apportionment of insurances, repairs and other outgoings between the seller and the purchaser, any charge for this additional work being payable by the seller.
- 11 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).
- 12 Put in place cleaning services, bin management and or landscaping services where agreed by a majority of owners, subject to the Deeds of Condition or Titles to the building.

- 13 Ensure that block insurance is in place for all factored properties common areas and to ensure that all owners have insurance in place for the rebuilding costs associated with their specific property.
- 14 The Association will arrange for landscaping works and backcourt maintenance to be carried out in common areas of the factored property where this is agreed by the owners. Owners will be re-charged for such work in their quarterly factoring bills in accordance with their Title Deeds or Deeds of Condition or, in the absence of any provision, by a percentage based on the number of owners.

Schedule 2 – Apportionment of common costs and other charges by Shettleston Housing Association

1 This is the Schedule relating to the apportionment of charges and common costs for:

2 Common costs and charges will be apportioned as follows:

Flat/Property	Share or Percentage

SAMPLE

3 These shares or percentages are as set out in the Titles/Deeds of Conditions (delete as appropriate), OR;

4 These shares or percentages are applied under the terms of the Title Conditions (Scotland) Act 2003 or the Tenements (Scotland) Act 2004.

This Schedule is particular to each property or estate and copies of the Schedule for your close, property or estate are available from the Association’s Factoring team. Please contact them directly should you require a copy.

Schedule 3 – Out of hours repair services provided by Shettleston Housing Association

- 1 The out of hours repairs number is **0808 202 6565**.
- 2 Out of hours repair services are provided by Carillon.
- 3 Out of hours repairs are only those which seriously affect the occupation of your property, by posing a danger to health and property or by making your home insecure. These include:
 - Water coming in and affecting electrical equipment
 - Complete blockage of soil or waste pipes
 - Dangerous structural condition, e.g. falling masonry
 - Total lack of water and/or heating
 - Total loss of light/power to house
 - Total loss of security due to broken windows or damaged doors
- 4 You will be charged for using this service.
- 5 The Association's target time to respond to emergency repairs is 12 hours. This timescale is subject to health and safety considerations in stormy weather or dangerous conditions. Further information on eligible repairs is set out on the Association's website **www.shettleston.co.uk/articles/article.php?articleID=28**

Schedule 4 – Management and other charges Shettleston Housing Association

- 1 The Association will levy charges on owners for the range of services it provides as factor.
- 2 These charges are subject to annual review and the schedule set out below reflects the charges set out for the 2012/13 financial year.

Charge	Amount
Management charge	£90 pa excl VAT
Repairs provision (float)	£50
Admin charge for owner's repairs	15% of cost excl VAT
Conveyancing costs	£25 excl VAT
Capital/major works costs (>£5,000 per job)	5% of cost excl VAT

- 3 The Management Charge is intended to cover the following administrative costs:
 - Account administration, including quarterly billing, arrears control
 - Maintenance of owners' client accounts
 - Periodic routine property inspection
 - Maintenance supervision and administration costs
 - Owners' meetings
 - Communication and publicity – newsletters etc
 - Organisation of Buildings Insurance
 - Administration of close cleaning, backcourt and landscape maintenance
 - Administration of private garden maintenance
- 4 Owners who do not live in traditional tenement properties eg four in a blocks, may request one or more of the above services for which we will charge an admin fee of 15% of the cost of the service (exc VAT) to cover the Association's costs.

The above Schedule sets out the basis on which charges are levied. These charges may be varied on an annual basis. For details of the current charges see the current Schedule 4 on the Association's website at www.shettleston.co.uk following the link to Factoring.

Schedule 5 – Co-ordination of major works

- 1 The Association will provide a co-ordination /project management service for major works.
- 2 Where such works exceed £5,000 for an individual job (as opposed to each owner's share of the works) the Association will charge a management fee of 5% of the works cost, excluding other fees and VAT.
- 3 Individual owner's payment for such works will be based on a sliding scale of costs as set out in the following paragraphs.
- 4 Where the Association has no direct interest in the factored building ie has no ownership, each individual owner's contribution will be required to be lodged with the Association in a client account prior to the commencement of such works.
- 5 Where the Association has an interest on the building and where the work is initiated by the Association owners will be required to enter into a legally binding Minute of Agreement setting out the terms of the work and the terms of payment to the Association.

Schedule 6 – Customer Charter

- 1 Shettleston Housing Association operates a Customer Charter which sets out the basis on which it deals with tenants and other service users, including owners.
- 2 The Charter can be viewed on the Association's website, **www.shettleston.co.uk**, in the section '*About Us, Documents, Key Documents*'.

Schedule 7 – How well did we do?

- 1 The Association welcomes comment and feedback from all service users, including factored owners. The Association operates a system of customer feedback, '*How well did we do?*' which allows service users to make comment on their experience with the Association at every and any point they have contact with us. This system is available to owners.
- 2 The cards are available at the Association's office and from Association staff and contractors.
- 3 The survey form can also be accessed on the Association's website at: **www.shettleston.co.uk** and click on '*How did we do?*'

Schedule 8 – Complaints Procedure

- 1 Shettleston Housing Association operates a Complaints Procedure which sets out how it deals with complaints from tenants and other service users, including owner occupiers and commercial owners.
- 2 Details of the Complaints Procedure can be found on the Association’s website, **www.shettleston.co.uk**, in the section ‘About Us, Complaints’.
- 3 Owner occupiers should note that they do not have access to the Scottish Public Services Ombudsman (SPSO) if they wish to pursue a complaint beyond the second or ‘Investigation’ stage of the process. In such instances, owners should pursue unresolved complaints with the Homeowners Housing Panel.
- 4 Commercial owners do not have access to either the SPSO or the Homeowners Housing Panel. If commercial owners wish to pursue a complaint beyond the ‘Investigation’ stage, they should do so by submitting their case in writing to the Association’s Management Committee.



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