

WRITTEN STATEMENT OF SERVICES



For the provision of Estate Management services

We, **Weslo Housing Management**, herein after referred to as 'Estate Manager', a Company incorporated under the Companies Act 2006 (Registered Number SC140597) being a recognised Scottish Charity (Charity Number SC021100) and registered as a Property Factor (Registered number PF000247) provide you with Estate Management services on the following basis.

This Written Statement of Services sets out our responsibilities as a property factor (Estate Manager), and your responsibilities as a home owner who has a relevant interest in (a) the common parts of a larger building which we manage and/or (b) amenity land which we manage and maintain.

Authority to Act

Our authority to act as Managing Agent (Estate Manager) and to recharge you a share of the cost of providing this service comes from your title deeds¹. There is in place a Deed of Conditions by Corbiehall Developments Limited which applies to all properties within the development area (estate). A copy of the estate plan is available on our website or to view at our office.

In terms of this Deed of Conditions, the original developer was to appoint the Estate Manager of the estate. This appointment was to run for five years after the date of sale of the first property in the estate, however, as the majority owner in the estate we held a meeting in August 2010 and were appointed as Estate Manager. We have continued to act as Estate Manager.

In the event that you believe a service covered by us as Estate Manager is required you should contact us.

Estate Open Spaces

As you own a property within the Estate there are certain common or shared parts which we manage. Within the title deeds for each flat is a set of title conditions which explains how the common parts will be maintained with each owner being obliged to pay an equal one thirtieth share of the cost of maintaining these as set out below. The common property within the Estate which we manage includes:

- The roads, footpaths, pavements, unallocated parking spaces
- The amenity areas with all shrubs, trees, hardstanding and slabbed areas, walls, fences and other enclosures
- Any walls, fences or enclosures bounding the estate
- Any other shared or common elements of the estate

Block and Staircase Common Property

As you own a property within a block there are certain common or shared parts within the block which we manage. Within the title deeds for each individual flat is a set of title conditions which explains how the block and staircase common parts will be maintained with each owner being obliged to pay a one thirtieth share of the cost of maintaining the block common parts and a one sixth share of the cost of maintaining the staircase common parts as these as set out below. The common parts of the block which we manage and maintain on your behalf will be described in detail within your title deeds but will include:

Block Common Parts

- The roof, roof space and the roof fascia
- The foundations and outside walls
- The common sewers, drains, soil and rainwater pipes
- Water, gas, gutters, conductors and other pipes
- Electric mains, cables, wires, transmitters and pipes

- The chimney heads and stalks
- The roof hatchway
- The common water tank
- Any other common or shared parts including any common footpaths, common entrance or access areas, drying areas or common bin stores

Staircase Common Parts

- Entrance doors, vestibule, hall, stairs, passages and landings
- Common electricity meter cables and connections, electricity and gas meter cupboards
- Security telephone access system
- Any other part used in common by more than one owner

Service Provided

The Estate Manager is entitled to provide any maintenance of the common property within the estate, and to take out and maintain a common insurance policy for the estate to cover Ownership and Public Liability.

Estate Open Spaces

The Estate Manager will carry out a range of services where required to maintain these to a suitable standard including:

- Grass cutting
- Hedge, Shrub and Tree Maintenance
- Weed control and Litter Collection

The frequency of maintenance is weather dependent. Any additional work identified will be subject to an agreed schedule of rates. The details of the agreed contract of work, with the exception of any commercially sensitive information, can be made available for inspection at our office. If a copy is requested we are entitled to make a reasonable charge for this.

Block and Staircase Common Parts

We have a general entitlement to carry out in whole or in part such maintenance, repair, renewal and replacement of the block common parts as we may decide, having due regard to economy. We are also entitled to:

- carry out any cleaning including stair, or window cleaning, repairs, renewals, painting or decoration or the general maintenance (always having due regard to economy)
- (if appropriate) arrange the provision of caretaking, laundry and security provision or service for the benefit of the owners within the block
- provide any service which may be considered necessary (but consistent with the title deeds) with regard to the preservation, cleaning, use or enjoyment of such parts as are owned in common.

Repairs & Maintenance

We carry out an annual inspection of our estates to identify repairs or maintenance. Only repairs outside your property that are the responsibility of the Estate Manager should be reported. Any repairs you identify inside your property are your responsibility. Where a repair is required to the Estate Manager's property that is impacting on your property such as a roof leak, then please contact us.

We will confirm with you if the required work falls within our remit as Estate Manager and is something we are able to carry out. We have a commitment to carry out repairs to the estate within set timescales which are available on our website or on request. These timeframes may not be met where we are waiting on materials.

We will use our maintenance department or approved external contractors to carry out work. We will inspect work and obtain feedback from you to ensure you receive a good service.

We will ensure all contractors have appropriate public liability insurance, provide a method statement and comply with Health and Safety requirements for the work involved. This paperwork is available to view at our office, however anything considered commercially confidential will not be made available. If a copy is required we are entitled to make a reasonable charge for this.

After a competitive tender process the selection of the appointed contractor documentation is available to view at our office. If a copy of the documentation is requested we are entitled to make a reasonable charge for this. We do not receive any commission, fee or benefit from contractors and work is awarded based on a cost and quality assessment. Contractors who provide a poor service will be requested to ensure they remedy the repair. Our complaints procedure can also be used to address any issues.

Emergency Works

In the event that emergency works are needed, even if the owners share of the cost exceed £50, we are entitled to proceed with the work immediately without obtaining your agreement but we will write to you as soon as possible after works are completed to advise you of the works and your share of the cost.

Works over £50

Any maintenance identified where your share is more than £50, we will contact you before work commences in order to obtain the agreement of the majority of owners to go ahead with the works. We are entitled to proceed with any works without requesting permission in advance if the work is necessary for the interim protection or safety of the block or estate. You will be invoiced once the work has been completed. We will review the financial limit of £50 per owner share and write to you if this is increased.

Insurance

We have an insurance policy which covers the estate common parts. The details of the policy can be made available for inspection at our offices. If a copy of the policies is requested we are entitled to make a reasonable charge for this. We have Commercial and Property Owners Public Liability Insurance in the event of a third party injury or damage caused in the course of our business.

Financial and Charging Arrangements

In terms of the Deed of Conditions we are entitled to recharge you for the costs involved in providing the management service of the estate. This includes all premiums, remunerations, outlays, charges, expenses, fees costs and any other sums incurred by us in providing the service. Each owner is liable for a share of the costs based on the number of properties in the estate and Blocks as detailed in Appendix 1

Billing process

We will invoice you quarterly and each account will be sent to the property address or any alternative address provided. It will cover the quarterly period and it will give a detailed breakdown of the services provided and costs during the relevant period for each service.

Administration Fee

An administration fee is included to cover the costs incurred by us in carrying out the maintenance in terms of the Deed of Conditions. This is currently set at £10 per quarter period. This takes into account the direct costs, overheads and time spent by the Estate Manager in the following activities:

- Compliance with legislation and regulatory guidance governing our service
- Estate inspections
- General enquiries
- Management of routine work required to the estate open spaces
- Invoicing and management of owner accounts

Our administration fee is reviewed annually to ensure we are accurately recharging for the costs incurred in providing the Estate Management service to you and that our charges are fair and competitive. Any changes to the costs associated with the Estate Management Services will be highlighted on your invoice.

Any work carried out as part of our Estate Management duties over and above what is covered by our administration fee e.g. Works over £50 or work to common areas of a property such as a roof or chimney, will be recharged taking account of the actual cost of the work and time to provide the service.

Method of Payment

We request that payment is made within 21 days of receipt of the invoice. You can make payments by several methods:

- **Direct Debit:** This is the most cost effective method of payment. We would not increase your payment without informing you first. A mandate is available from our office, or can be downloaded from our website. Completed forms must be returned to the Estate Manager to implement on your behalf.
- **Counter Collection:** Our Bathgate and Bo'ness offices are open Monday to Friday from 8.30am - 4.30pm.
- **Debit & Credit Cards:** We accept all major debit & credit cards. If you are unable to call at the office, please call us on 01506 634060 and a member of staff will be able to take your payment card details.
- **Postal Payments:** you can make payment by cheque or postal order through the mail, please ensure these are crossed payable to Weslo and quote your name and address or account reference. If you send cash, please use registered mail
- **Bank Credit Transfer:** you can pay at any bank regardless of whether you have a bank account but you may have to pay a fee. Please quote your address or account reference. Our bank account details are:

Account: Weslo Housing Management Income Account
 Account No: 10812575
 Sort Code: 83-16-05

Invoice Queries

If you have any queries relating to your invoice please contact us.

Non-payment

If you fail to make payment within 21 days of the invoice from us, we shall, without prejudice to any other rights and remedies of the other owners, be entitled to sue for and recover the amount due from you, together with all expenses incurred by us.

We will make contact with you once the final demand has expired to help assist with an outstanding invoice. We will at all times engage with you, discuss options and ensure action is reasonable and appropriate with due regard to our needs as Estate Manager. All costs incurred to recover an outstanding debt will be recharged to you. A copy of our debt recovery procedure is available on request or from our website.

Liability for Non-paying owners

If we are unable to recover the sum due from you, through the court process and further diligence, then the amount of the owners' unpaid share(s) including interest and expenses as directed by the court, shall be paid in equal proportions by the remaining owners jointly to us as Estate Manager. All remaining owners shall be entitled to recover proportions from the non-paying owner.

Communication Arrangements

We are committed to providing a high quality service to customers at all times while carrying out our Estate Management Service. We have an internal service standard which has been embraced by all staff in their dealings with customers; this has led to all our customers being dealt with in a consistent manner allowing customers to receive prompt and courteous attention at all times. This code provides standards for contact with customers including telephone use, responding to correspondence, home visits and personal callers to the office. A copy of our customer care policy is available from our website or on request.

Change of Ownership

In the event that your property is to be sold we request that you provide us with at least 4 weeks notice in writing of the sale and provide us with details of the new owner, the date of sale and your forwarding address.

In the event that the property is to be let we request that you provide us with at least 4 weeks notice in writing of your contact address.

Complaints

If you are unhappy about any of our services and the matter cannot be resolved informally you can complain in person at any of our offices, by telephone, in writing or email. It is important to let us know exactly what the problem is and how you would like us to resolve it. The policy has two stages and a copy of our complaints policy is available from our office or our website.

If our complaints policy has not adequately addressed your complaint you can contact the Homeowner Housing Panel (HOHP). Before doing so, you are required to allow us a reasonable opportunity to address your complaint before applying to the HOHP. An application to the HOHP must be in writing.

Declaration of Interest

We own various properties within the Estate. The share of the maintenance costs allocated to the properties which we own will be met by us.

Termination

In terms of the Deed of Conditions either we as Estate Manager or the owners themselves can call a meeting to terminate the arrangements with the Estate Manager and appoint a new Estate Manager.

The Deed of Conditions sets out a specific procedure to be followed to call a meeting including:

- 40% of affected proprietors are needed to call a meeting including
- At least 14 days written notice of the meeting must be given
- An Agenda must be issued with the notice
- The meeting must be held at a reasonable convenient place and time

At a meeting, a majority of owners (provided a quorum is present) present can choose to appoint another Estate Manager for the estate. As we are owners within the estate we are entitled to be involved in any decision to terminate the existing arrangement and appoint a new Estate Manager. We will continue to act as Estate Manager until such time as an alternative Estate Manager is appointed.

There is also a right under the Title Conditions (Scotland) Act 2003 for two thirds of the owners to agree to the appointment of a new Estate Manager regardless of anything within the title deeds. As the Estate Manager owns properties within the block they will continue to act as Estate Manager of the block common parts until such time as an alternative Estate Manager is appointed.

Contact Details

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Website: www.weslo-housing.org

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