

## 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 Estate Manager and to recharge you a share of the cost of providing this service comes from your title deeds<sup>1</sup>. In the event that you believe any service covered by us as Estate Manager is required you should contact us.

#### **Estate Open Spaces**

The Estate Manager owns the estate open spaces and common areas within the wider estate in which your property is located. There is in place a Deed of Conditions prepared by the Scottish Special Housing Association (SSHA) which applies to all properties within the estate. The Deed of Conditions obliges all owners to pay a share of the cost of maintaining the estate open spaces and common areas, and as long as the majority agree, the Estate Manager is able to carry out the services and recharge you.

In the event that the majority of owners no longer wish us to act as Estate Manager in relation to the estate open spaces and common areas then they are entitled to appoint another Estate Manager to carry out and charge for the service of managing and maintaining these areas.

The extent of the estate open spaces, common areas and unadopted roads and footpaths which we manage and maintain are shown on the estate plan. This plan is available on our website or to view at our office.

Some of the areas and footpaths within the estate may have been adopted by the local council and therefore maintained by them. We will only maintain, and charge you for a share of the cost of maintaining the areas which are not adopted by the local council.

#### **Block Common Parts**

Our authority to act as Estate Manager in relation to the block common parts is based on the title deeds, which allow us to act as Estate Manager of the block common parts as long as we own one property in the block. You are an owner of a property within the block and there are certain common or shared parts which are detailed below.

Within the title deeds for each flat it explains how the block common parts will be maintained with each owner being obliged to pay an equal share of the cost of maintaining these. The title deeds allow us to act as Estate Manager and to maintain, repair, renew and replace these common parts as long as we own one property within the block.

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:

- The roof, roofspace and 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 common front entrance door, controlled entry system, front entrance steps and passage
- The back entrance door, steps, passage and windows
- The stairs, landings, railings and windows
- 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

## **Service Provided**

### **Estate Open Spaces**

We have a responsibility for the management and maintenance, and when necessary the renewal of the unadopted roads, footpaths, kerbs, laybys, pedestrian ways, parking areas, and estate open spaces and common areas (including play areas and areas of hard and soft landscaping) situated within the estate. We will carry out a range of services 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 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**

You are required to have your own building insurance to adequately cover your property. 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**

The share you pay towards the cost of the management and maintenance of the estate open spaces and common areas is based on the number of properties within the estate, including the properties which we own. Your share is detailed in Appendix 1.

If a footpath or estate open space exclusively serves one or more properties it will be excluded from this arrangement and costs will be shared amongst those particular properties. This will be dealt with on a case by case basis and you will be advised if this situation arises in relation to your property.

The share you pay towards the cost of the management and maintenance of the block common parts is based on the number of properties within the block, including the properties which we own. Your share is detailed in Appendix 1.

The charges we are entitled to charge in respect of the block common parts include:

- the insurance premium (if applicable)
- the expenses and charges for work completed in connection with repairs and services
- our administration fee to cover the cost of us carrying out the repairs and maintenance
- any other sums which you may become liable for in terms of your title deeds

### **Billing process**

We will invoice you annually normally at the start of the year. Each invoice will be sent to the property address or any alternative address provided. It will cover the previous 12 month period and it will give a detailed breakdown of the services provided and costs during the relevant period.

### **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 12 month 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 other owners, be entitled to sue for and recover the amount due from you, together with all expenses incurred in 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.

### **Interest**

Any and all sums payable by you which are not paid within 21 days shall bear interest at the rate equivalent to 4 per centum per annum above the Bank of Scotland base lending rate from date due until payment.

### **Liability for Non-paying owners**

If we are unable to recover the sums due from you, through the court process and further diligence, then the amount of the owners' unpaid share 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.

### **Deposit for Repairs Fund**

The Estate Manager does not operate a repair deposit fund. We are entitled to under the title deeds and may operate a scheme in the future.

## **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 the estate open spaces and common areas which are maintained as part of our Estate Management Service and we own various properties throughout the estate. The share of the maintenance costs allocated to the properties which we own will be met by the Estate Manager.

## **Termination of Agreement**

### **Estate Open Spaces**

In terms of the Deed of Conditions the majority of owners within the estate in which your property is located can choose to appoint another Estate Manager in relation to the estate open spaces and common areas. As the Estate Manager owns properties 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 of the estate open spaces and common areas until such time as an alternative Estate Manager is appointed.

### **Block Common Parts**

The title deeds allow us to act as Estate Manager to the block common parts as long as we own a property. There is also provision within the individual title deeds for either the Estate Manager or the owners to call a meeting of all owners within the block at which the majority can decide various matters including terminating the arrangement with the Estate Manager on giving 3 months notice in writing and appointing a new Estate Manager. As long as the Estate Manager owns one property within the block they will have to consent to the appointment of a new Estate Manager but cannot unreasonably withhold consent.

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**

Weslo Housing Management  
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Bathgate  
West Lothian  
EH484PP

Phone: 01506 634060  
Fax: 01506 639122  
Email: [enquiries@weslohm.co.uk](mailto:enquiries@weslohm.co.uk)  
Website: [www.weslo-housing.org](http://www.weslo-housing.org)

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