



Written Statement of Services

Partick Works Limited – Written Statement of Services (2026)

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Introduction

Partick Works Limited (PWL) (Registered Company No. SC282084, VAT Registration No. 859 4170 93) is a subsidiary of Partick Housing Association (PHA), which is registered under the Co-operative and Community Benefit Societies Act 2014 No. 1824R(S) Registered office: 10 Mansfield Street, Glasgow G11 5QP.

It is the duty of registered Property Factors to provide each factored homeowner in managed developments with a written statement of services, setting out, in a simple and transparent way, the terms and service delivery standards of the arrangement in place between the property factor and the factored homeowner. It is important to note that we cannot deal directly with tenants in let / rented properties. References to 'we', 'our' etc. throughout this document have the same meaning as 'PWL'. If you cannot access the internet, details are available in hard copy format on request.

This booklet forms Part 1 of our Written Statement of Services, describing the service levels and arrangements that exist between Partick Works Limited (PWL) and factored homeowners within our managed properties and meeting our obligations as a registered property factor. This booklet accompanies the Written Statement of Services Part 2 Schedule of Details you will receive annually from PWL, setting out the specific services you receive and key information about our charges and your share of repair costs.

We act, on your behalf, to organise and administer the maintenance and repair of the common areas of your property.

As factored homeowners, you have a responsibility to communicate with PWL, as your property management company, any items or concerns that you may have in relation to common repairs required to, and maintenance of, your property.

This Written Statement of Services ('this Statement') has been prepared in accordance with Section 1.1a of the revised Code of Conduct for Property Factors (the 'Code'). PWL, as a registered property factor, must comply with this code.

The Property Factors (Scotland) Act 2011 (the '2011 Act') established a regulatory framework for property factors in Scotland, which requires a property factor to be registered with the Scottish Government before they can act as a factor, and to include their property factor registered number in any documents sent to factored homeowners (PWL's property factor registered number is PF0001651). The 2011 Act imposes a duty on all registered property factors to comply with the Code.

1.0 Written Statement of Services

1.1 PWL will provide each factored homeowner with Part 1 of their Written Statement of Services which outlines our obligations and service levels. This will also be made available on our website www.partickworks.co.uk.

PWL will also provide each factored owner with Part 2 Schedule of Details of their Written Statement of Services, which you will receive annually, setting out the specific services you receive and key information about our charges and your share of repair. You will receive an updated Part 2 Schedule of details if a service is added to your property or a service is removed from your property. We will do this at the earliest opportunity, but within 3 months from when the services is added or removed.

1.2 We will ensure that a copy of the Written Statement of Services is provided to factored homeowners within 4 weeks of:

- PWL agreeing in writing to provide services; or
- the date of purchase of the property.

If PWL is not notified of the purchase in advance of the settlement date, the 4 week target date is from the date that PWL receives notification of the purchase.

2.0 Authority to Act

2.1 PWL was appointed to manage the common areas of your property for one of the following reasons:

- we were appointed by your property's developer;
- we are named as property factor in your property's Title Deeds;
- we have been appointed as property factor by a majority of factored homeowners;
- we were already the property factor for your property at the time you bought it; or
- by custom and practice.

This is referred to within Section 1 of your Part 2 Schedule of Details.

2.2 If you want to know more about how PWL became your property factor please get in touch.

- 2.3 Your Title Deeds describe the common parts for your property. They also contain the rules covering the management, maintenance, insurance and repairs of the common parts of your property, and the rights and responsibilities of you as a factored homeowner and also your property factor.
- 2.4 In general terms it is a factored homeowner's responsibility to:
- report repairs as soon as you spot an issue;
 - keep the common parts of your property clean and well maintained; and
 - pay your share of the cost of common repairs.

We are here to help you do this by providing the services set out in your Title Deeds.

- 2.5 We will act in accordance with your Title Deeds or Factoring Agreement, when arranging and carrying out necessary common repairs and other property factoring duties. If your Title Deeds are unclear we will refer to the Tenement (Scotland) Act 2004.
- 2.6 Our authority to act includes, but may not be limited to, the management of our core management services for the common areas in each of its factored properties; please refer to Section 3 below for further information.
- 2.7 For non-emergency repairs, where a maximum repair threshold is specified in the Title Deeds, we will consult with factored homeowners in line with the conditions set out in the Title Deeds. Where the Title Deed is silent, PWL will carry out all repairs reported to us where the total cost of the works is under £1,800 inclusive of VAT.

Any works that are likely to exceed this cost will be notified to factored homeowners by way of consultation either in the form of a mandate and specification of works, or by arranging a meeting of factored homeowners virtually or in person. PWL will not provide factored homeowners with updates regarding progress of common repair works, including estimated timescales for completion, unless the cost threshold for the works exceeds our delegated authority.

- 2.8 If an emergency repair is required, or mandatory Health & Safety work, PWL may instruct works above any threshold without consultation. In these circumstances, PWL shall recover the costs of work in terms of the share specified in your Title Deeds (this is referred to in Section 3.2 of your Part 2 Schedule of Details for your share). If emergency works are instructed PWL will notify factored homeowners of the works as soon as practicably possible after the works have been instructed and the cost determined.
- 2.9 The decision to treat a repair as an emergency will be made by PWL using our reasonable professional judgement based upon the conditions and hazards present.
- 2.10 PWL take reasonable steps to use only approved and authorised contractors for any repair works.

3.0 Services Provided

- 3.1 PWL provides an extensive range of services for the common areas in each of our factored properties, which is summarised below.
- 3.2 The core services provided cover the maintenance, management and repair of the common areas and are referred to in Part 2 Schedule of Details. Property Visits/Inspections are not included within our core service.
- 3.3 If authorised by factored homeowners within the block, and in accordance with the Title Deeds, PWL may provide additional services including major projects outwith the core service as set out in Part 2 Schedule of Details. Such work is 'additional' and not covered by the Factoring Fee. Where we provide an additional service, PWL will apply a 10% administration fee on the cost of the works, which will be notified to affected factored homeowners in advance.

However if the service is being provided by a specialised Surveyor who will Project Manage the works, further information can be found at Section 4.4 (Additional Services/ Major Projects).

The list below summarises Services Provided as part of our Core Management Service; Additional Services Provided by PWL at a cost; and Services not provided by PWL.

1. Any service defined under this document, subject to the limits of our authority and available finance (excluding 'additional services' and 'services not included').
2. Any service clearly defined within the Title Deeds or Deed of Conditions as the remit of the Property Factor, subject to the limits of our authority and available finance (excluding 'additional services' and 'services not included').
3. Arranging common insurance for buildings, liability and engineering, where applicable under the Title Deeds or Deed of Conditions or as instructed by the factored homeowners.
4. Organising and instruction routine maintenance of the common parts.
5. Managing Common Close Electricity and Gas supplies (where applicable).
6. Obtaining quotations for routine maintenance work, where we are unable to instruct within existing delegated authority or available finance.

7. Arranging statutory inspections for lifts, emergency lighting, firefighting equipment, play areas – where applicable and where required by relevant legislation.
8. Providing a range of facilities for reporting repairs, insurance claims and making payments.
9. Proposing work following a property visit where it is deemed essential to consult with factored homeowners.
10. Communicating with factored homeowners for the good management of their property.
11. Holding site meetings with factored homeowners and contractors during business hours, where deemed necessary by us.
12. Hosting 'virtual' and 'in person' meetings with factored homeowner groups.
13. Maintaining routine and regular payment of supplier's invoices subject to the limits of available finance.
14. Monitoring and managing credit control of factored homeowner's common charge or service charge accounts.
15. Providing Direct Debit and online payment facilities.
16. Instructing debt recovery action against factored homeowners in line with our Written Statement of Services, Arrears Management Policy or in line with the provisions of the Title Deeds or Deed of Conditions.
17. Providing access to our out of hours emergency maintenance services for common areas only.
18. Maintaining bank accounts for cyclical funds, contingency funds and sinking funds where applicable, separate from general funds.

Services Not Included

1. Providing insurance advice or holding delegated authority for claims.
2. Providing legal interpretations on Title Deeds or Deed of Conditions or other property matters.
3. Providing interpretations of surveyor or other technical reports.
4. Funding repairs/maintenance/bad debts/debtors or any other property related expense.
5. Instructing any work which is private to a flat or unit.
6. Inspecting work at height, or in confined spaces, or any area potentially hazardous to health or safety.
7. Supervising any work instructed which requires specific expertise.
8. Mediating disputes between factored homeowners or other neighbours.
9. Dealing with social nuisance or civil disputes, for example, parking disputes, doorbell data privacy breaches, etc.
10. Taking instructions for anyone other than the factored homeowner (e.g. tenants or letting agents – unless express written permission has been provided by the factored homeowner).
11. Reading communal meters on behalf of utility suppliers.
12. Undertaking any projects with utility suppliers inclusive of, but not limited to; meter type or charge queries, Electric Vehicle charger installation.
13. Obtaining CCTV footage from hard drives or monitored camera systems.
14. Raising disputes with the local authority (e.g. missed refuse collections, noise nuisance, dog fouling, etc).

15. Damage by third parties. We will not pursue claims against third party individuals or companies not instructed by us for damage to common property (e.g. inclusive of, but not limited to damage by visitors, couriers and delivery companies). In such cases, it is the responsibility of the instructing factored homeowner to pursue remedy of the damage and to notify us of their actions so that we can communicate this to the co-proprietors.

16. Damage by Owners or Tenants. Where clear evidence is provided to us of damage to common parts, caused, or alleged to have been caused by individual factored homeowners or their tenants, we ask the factored homeowner to provide their response and (where appropriate) their plans for the remediation or reimbursement to the co-proprietors. We will not pursue civil recovery of the cost of such damage from individuals. We will arrange to repair the damage to the common parts (subject to the limits of our delegated authority) and invoice all property owners for their share of the common expenditure. It is a matter for the co-proprietors to consider their own civil remedies against third parties.

3.4 Private areas are those that belong to a homeowner's individual property and are not included within our services. These include, but may not be limited to:

- All areas inside the home;
- Private balconies;
- Main doors into individual property;
- Private windows and surrounds, mastic, etc;
- Private overflows;
- Private vents and flues; and
- Private water / gas pipes, etc from the point of exit from communal supplies.

3.5 It is the factored homeowners' responsibility to ensure privately owned areas are maintained in good order, particularly those which are visually accessible to the property.

4.0 Maintenance & Response Arrangements

4.1 Routine Maintenance

- Backcourt Maintenance services, where applicable, are referred to within Section 2 of your Part 2 Schedule of Details. Annual programme of works can be located on our website www.partickworks.co.uk
- Communal Close Cleaning and Communal Close Window Cleaning services, where applicable, are referred to within Section 2 of your Part 2 Schedule of Details. Annual programme of works can be located on our website www.partickworks.co.uk
- Roof anchor inspections, where applicable, are carried out annually.
- Gutter cleaning is carried out to all factored properties annually.
- Roof inspections will be provided, where applicable, on an 'as required' or 'in response to a request from majority of factored homeowners.
- Statutory inspections of lifts, emergency lighting, fire-fighting equipment etc. will be arranged, where applicable, by PWL in accordance with the individual requirements.

4.2 Routine Common Repairs

4.2.1 Requests for routine common repairs can be made using the following communication methods:

- By email to repairs@partickha.org.uk
- Via our website, www.partickworks.co.uk using the Report a Repair button
- By telephone to freephone 0300 303 1703
- By letter to PWL, 10 Mansfield Street, Glasgow G11 5QP

4.2.2 PWL will carry out all common repairs reported to us up to the value of £1,800 including VAT. If we think the work will cost more than £1,800 including VAT (known as mandated works) we'll obtain up to 3 quotations and send this information by email or letter. If required PWL will hold a close meeting remotely or in person to obtain a majority agreement before proceeding with any common repairs. Routine common repairs will be completed within 7 working days and work we class as emergencies will be made safe within 4 hours of them being reported to us. Follow up works for emergency repairs will be passed on to our repairs team and actioned in accordance with the above process.

4.2.3 PWL will oversee the quality of workmanship by taking reasonable steps to check 10% of routine common repairs across our entire factored blocks and 100% of mandated works and planned works such as close painting and

4.3 Emergency Common Repairs

4.3.1 Emergency common repairs are those which require immediate attention as a result of the materialisation of a dangerous situation which, if left immediately unattended, could lead to personal injury or serious structural damage.

- 4.3.2 Requests for emergency common repairs can be made by calling freephone 0300 303 1703.
- 4.3.3 If calling this number out with office hours, your call will be transferred to our 24 hour, 365 days a year, call centre, who will initially manage the call.
- 4.3.4 Typically, an initial emergency call out will be carried out within 4 hours and will be for 'make safe' works only, follow up works will be carried out once the repair has been assessed and reviewed for potential insurance works.
- 4.3.5 Please note that, if an emergency repair is required within your own home, you should contact your own contractor. Our contractor will not undertake works that are your individual responsibility.
- 4.3.6 You can find information about our 'Out of Hours' emergency service by calling our office on 0141 357 3773 or checking our website www.partickworks.co.uk

4.4 Additional Services & Major Projects

Additional Services

- 4.4.1 These services are in addition to our core management service, and a separate fee or charge may apply which we will notify you of when offering the service.
1. Hosting or attending Homeowners meetings outside of our normal business hours.
 2. Attending site meetings outside of our normal business hours.
 3. Arranging surveys or risk assessments as instructed by homeowners, or as required by legislation.
 4. Arranging insurance reinstatement work where there is no common policy.
 5. Supplying historic property documentation.
 6. Supplying copies of statements or invoices that are more than 6 months old (or 12).
 7. Instructing solicitors or raising civil proceedings against contractors for claims for unsatisfactory work.
 8. Dealing with matters which are the result of new or developing legislation.

9. Dealing with vexatious contact from any Homeowner, which results in an excessive or unreasonable amount of management time – this may also lead to termination of factoring services.
10. Dealing with solicitors in the sales conveyancing process, providing relevant property information.
11. Bank charges associated with the management of the building/development.
12. Engagement with third party agencies to supply services to managed property – for example; telecommunications, broadband, fibre-providers, gas and electricity transporters, or similar.
13. Engagement local council and heritage trusts to see if grants and subsidies may be available from the local council and heritage trusts.
14. Engagement with owners to provide the additional service of Major Projects (also known as Mandated Works) which are defined as significant works where costs exceed our normal limit of delegated authority. Such projects include, but are not limited to the below:
 - a. Communal close painting
 - b. New carpeting in communal areas
 - c. Environmental/Grounds/Tree work
15. Engagement with specialised Surveyors to Project Manage larger scale works, wherein if the value of the work is in excess of circa £5,000 (including VAT) PWL will encourage the use of specialised surveyors to Project Manager such works drawing on their high level of professional knowledge, skill or proficiency in a particular field. This provides owners with the assurance that the work is being managed by specialised contractors, who have the professional liability to undertake large projects. Such projects include, but are not limited to the below:
 - a. Re-roofing project
 - b. Full gutter/downpipe replacement
 - c. Stonework repairs
 - d. Structural movement/surveys
 - e. Damp and Rot issues
 - f. Voluntary Full Scheme of Repairs with Glasgow City Council grant assistance.

Major Projects

4.4.2 Major Projects can result from:

- A requirement of your Title Deeds (e.g. some deeds stipulate communal painting every 3 or 5 years);
- The conclusions of a professional inspection e.g. a roof condition report; or
- A request from factored homeowners in accordance with the Title Deeds or Deed of Conditions and/ or relevant legislation.

4.4.3 For major projects, in the first instance a majority of affected factored homeowners will require to vote to obtain up to 3 quotes for the works to be carried out. If the majority of affected factored homeowners do not agree at this stage, PWL will not proceed and factored homeowners will be notified of the outcome by text/email or letter. However if the proposed work is deemed essential for the maintenance of your property then PWL has the right to inform the Building Insurer that the essential work is outstanding, which may affect your building insurance policy and cover.

Following majority agreement, up to 3 quotes will be obtained. PWL will send a mandate, along with a specification detailing the works and costs, to factored homeowners by email or letter. The factored homeowners will decide whether or not they wish to proceed. PWL will require a majority of factored homeowners to agree before proceeding with the works. If majority agreement is not obtained, PWL will not proceed with the works.

If PHA owns a majority of properties within the building, they may request that works are instructed without it requiring to go to mandate. In such circumstances we will provide factored homeowners with an overview of anticipated costs and details of payment Arrangements.

For larger scale or value project works, a virtual meeting or a meeting in person may be arranged with factored homeowners.

4.4.4 Once a project has been approved, by the factored homeowners or as a requirement of the Title Deeds or Deed of Conditions, and a contractor / quotation selected, PWL will calculate the estimated individual project cost per factored homeowner and issue a mandate and specification of works. PWL may require factored homeowners to make advance payment of the estimated costs. PWL will require factored homeowners to make advance payment of the estimated costs before the project starts. This ensures that we can settle the contractor's invoice.

Otherwise, agreed works may not proceed if insufficient funds are ingathered. In such cases, funds received will be returned to the relevant factored homeowners

4.4.5 On completion of the works, the project cost will be added to our factoring account to be paid in full on receipt.

4.4.6 It is very important that your property is maintained to an acceptable level. so ongoing maintenance and improvements are essential.

- 4.4.7 In some geographic areas, grants and subsidies may be available from the local authority and heritage trusts. In such cases, PWL will liaise with the relevant organisations to ensure the factored homeowner benefits from whatever assistance may be available. This is included under section 4.4 – Additional Services.
- 4.4.8 In some cases, due to the complexity of a particular project, we will stipulate (or factored homeowners may request), that an independent project manager is engaged. All costs incurred by the engagement of such a project manager will be charged back to the factored homeowners.
- 4.4.9 In line with our clarity of costs, PWL applies a 10% fee for the management of mandated works projects.

4.5 Planned Maintenance

If our agreement includes a programme of planned or cyclical maintenance, arrangements for this, including timescales, scope of works etc will be drawn up between PWL and the factored homeowners.

4.6 Response Times

4.6.1 Routine Common Repairs

A routine common repair will be completed within 7 working days of the request if the repair cost is considered to be less than the limit of our delegated authority. If, for any reason, the repair cannot be carried out within 7 working days the factored homeowner will be notified. If the repair cost is considered to be in excess of our limit of delegated authority, PWL will seek to provide quotations for the repair to the factored homeowners, for their consideration. Timescales for the delivery of all quotations will be dictated by the nature and complexity of the works required.

4.6.2 Emergency Repairs

PWL will endeavour to ensure emergency repairs are carried out within 4 hours of notification if the situation demands a quick response and if contractors are available. In some cases, it may only be possible to ‘make safe’ a hazardous situation within this timescale depending on the nature of the emergency and insurance requirements.

4.6.3 Alterations/Improvements

Any alterations or improvements to a block should have the express approval of factored homeowners in accordance with the Title Deeds and/or relevant legislation.

This could include, but is not limited to:

- Tree removal;
- Installation of a communal door entry system;
- Additional communal lighting; and
- ‘No Parking’ signs, etc.

Section 2.6 also provides further information.

4.6.4 Major Projects

Timescales will depend on a number of criteria including:

- Meetings of factored homeowners to gain approval, production and approval of quotes and in gathering of funds.
- Before the works start, PWL will provide factored homeowners with an anticipated start date and timescales for completion.
- In the event of significant delay in completion of the works, PWL will advise factored homeowners accordingly.

4.7 **Appointment / Instruction of Contractors**

PWL has a preferred list of Contractors, many of whom have been working with us successfully for a number of years. The process to become a preferred Contractor is stringent and documentation has to be completed, as well as the provision of a Public Liability Insurance Certificate and Health and Safety Policy. These are our minimum requirements. PWL has no business interest or involvement with the Contractors appointed.

4.8 **Procurement Process**

If we need to appoint a contractor to do works over £1,800 (including VAT) we must follow legal guidelines. Our rules are shown below:

- Work valued between £1,800 and £5,000 (including VAT) - Obtain up to three quotes or appoint by framework agreement;
- Work valued between £5,000 and £50,000 (including VAT) - Open tender all contractors; and
- Work valued over £50,000 (excluding VAT)- Scottish Public Procurement Rules.

We assess all Companies we work with and make sure they follow Health & Safety and Equality guidelines and they are fully insured. You can ask to view tender details for any projects we carry out for you but we will remove all information we feel may be commercially sensitive. We do not work with any Company we have a financial or other interest in and we do not receive any commission, fee or any benefit from awarding contracts.

If a fully factored building, where PHA has no interests, wishes to engage a non-approved contractor in any tendering process or instruction of works, the factored homeowners do so on the express understanding that PWL holds no responsibility and has no liability should the factored homeowners outcome be dissatisfied with the outcome.

4.8.1 Existing contracts will be re-tendered, where required, following our procurement policy and processes.

4.8.2 PWL will select the appropriate Contractor, where required and will appoint a Contractor based on quality and price.

5.0 Financial & Charging Arrangements

5.1 Factoring Fees

5.1.1 An annual flat rate management fee, detailed in Section 3.1 of your Part 2 Schedule of Details, will apply to the factored homeowner or joint homeowners of the property. This fee is correct at the date of publication of the Schedule and will be reviewed on an annual basis on 1 April each year. This fee will be charged out quarterly in arrears.

5.1.2 The fee covers the cost of providing our core services and includes but is not limited to:

- Staff costs;
- Business overheads;
- Procuring and overseeing delivery of close cleaning, backcourt maintenance, environmental services etc; and
- Managing payments and pursuing sums due.

5.1.3 The factoring fee will be reviewed annually on 1 April each year and we will provide at least one month's advance notice of any changes.

5.1.4 Notification of any fee changes will be posted to the 'Factoring Services' Section of your PWL's website www.partickworks.co.uk

This notification will give you the details of your revised annual fee noting the percentage increase. If you require a hard copy of this notification, please contact a member of our Factoring Team on 0141 357 3773 - Option 4.

5.1.5 When reviewing our fees, we will take account of various factors, such as inflation, changing operational or transactional costs, cost of compliance, etc.

5.2 Apportionment of Costs

5.2.1 All costs, incurred in the ongoing communal works and services provided by PWL in the maintenance of the property, will be shared in accordance with your Title Deeds or, where there is no provision in the Title Deeds, the Tenement (Scotland) Act 2004 and Title Conditions (Scotland) Act 2003 will apply, between factored homeowners. These include, where applicable:

- Routine maintenance (e.g. backcourt maintenance services, close cleaning, close window cleaning, etc);
- Ongoing repairs and maintenance costs;
- Emergency common repairs;
- Common electricity supply;
- Block Insurance;
- Lift maintenance;
- Mandated works; and
- Other work or services as required.

5.2.2 Your share of repair/services (or apportionment) of costs is normally determined by the Title Deeds and is referred to in Section 3.2 of your Part 2 Schedule of Details.

5.3 Floating Funds

5.3.1 On appointment of PWL to manage a new development, a float payment, may be required from factored homeowners. The property factor's float if specified is referred to in Section 3.3 of your Part 2 Schedule of Details and this sum will be held by PWL on behalf of factored homeowners within a separate account.

5.4 Cyclical Maintenance Fund

5.4.1 Some factored properties may have a cyclical maintenance fund they contribute to which covers planned maintenance such as close painting/gutter cleaning repairs.

5.4.2 Cyclical fund contributions are in accordance with your Title Deeds and are charged to factored homeowners within their normal factoring invoice.

5.4.3 An annual review of the fund is carried out and any increases required to the Cyclical fund contribution will be determined by PWL. Factored homeowners will be given one month's notice in advance of any changes. These changes are applied from 1 April each year.

5.4.4 If a factored homeowner sells their property, the balance remaining in the cyclical fund will not be returned as this remains with the property.

5.4.5 Cyclical funds are accounted for separately from PWL's own funds.

5.4.6 Any interest accrued on the cyclical fund will be retained and accounted for within this fund.

5.4.7 An annual statement of the cyclical fund will be sent to you by 31st May each year detailing the previous years' contributions and costs.

5.4.8 Details of the agreed cyclical funds where applicable to your property are referred to in Section 3.3 of your Part 2 Schedule of Details.

5.4.9 The use / spending of the cyclical funds is in accordance with the Title Deeds and/or relevant legislation. PWL may recommend the use of cyclical funds for a particular project, but cannot enforce such an action.

5.4.10 Cyclical funds can only be used for the planned repairs if all factored homeowners within the property have contributed and are up to date with their payments.

5.5 Invoicing

5.5.1 The type, frequency and timing of your invoices are detailed in Section 4.1 of your Part 2 Schedule of Details. This will illustrate, for example, whether your invoices are charged in arrears or advance and the frequency of issue.

5.5.2 Factoring invoices will be sent by secure email to factored homeowners who have provided an email address to PWL, on a quarterly basis in arrears. Where PWL does not have an email address, invoices will be sent by standard post. Our preferred method of delivery is secure email.

Please contact factoringenquiries@partickworks.co.uk to provide your email address. PWL will not send any invoices to tenants within a property as our agreement is with the factored homeowner of the property. The factored homeowner of the property is liable for payment of the invoice. If a factored homeowner wishes an agent or a third party to deal with their property factoring account, PWL must be notified by email or in writing with full contact details.

5.5.3 Invoices will contain a list of detailed columns as follows:

- Date of charge;
- Charge description;
- Total Cost excluding VAT amount;
- Factored homeowner's share of cost (percentage);
- Factored homeowner's amount charged;
- Factored homeowner's VAT charge; and
- Factored homeowner's amount due including VAT.

5.5.4 The invoice also displays an opening balance, payments received, any adjustments and an account balance.

5.6 Payment of Factoring Invoices

5.6.1 Payments are due and payable on receipt of your invoice unless you pay by Direct Debit.

5.6.2 Factoring invoices can be paid by any of the following methods:

- On-line payments via PWL website at www.partickworks.co.uk;
- Internet Banking;
- All Pay App;
- Direct Debit;
- Standing Order; or
- Other agreed method

5.6.3 The reverse of the hard copy invoice or the last page of your emailed invoice details our payment terms, method of payments and office opening hours.

5.6.4 If paying by direct debit or standing order, PWL will advise the payment amount required based upon recent average costs. Please note that PWL will review individual direct debit amounts and adjust payment amounts as required on a quarterly basis. However it is the responsibility of each factored homeowner to ensure that their monthly direct debit/standing order contributions are sufficient to cover ongoing costs and any outstanding balance. Factored homeowners will be notified of changes to Direct Debits in line with the Direct Debit Guarantee Scheme. Factored homeowners who pay by standing order should increase their monthly payment on receipt of your revised payment notified to you by PWL.

5.6.5 Any disputed items on an invoice should be raised with PWL within seven days of despatch of the invoice.

- Undisputed items on the invoice must still be paid on receipt of your invoice.
- PWL may assist with reasonable requests for information or clarification on invoices going back for a period of up to 12 months.
- Please contact our Factoring Team to discuss any disputed items.

5.7 Income Recovery

5.7.1 An income recovery process and related procedure are stringently applied to ensure that all means possible are employed to recover debt from late and defaulting payers. Full details of this procedure are available on our website www.partickworks.co.uk, and on request, by contacting our Factoring Team. The procedure is called PWL's arrears policy.

5.7.2 A brief description of our income recovery procedure is set out below:

- 7 working days from factoring invoice issue date
 - text message/email or letter issued.
- 14 working days from factoring invoice issue date
 - we will telephone you to pursue and discuss.
- 21 working days from factoring invoice issue date
 - text message/email/letter issued/phone call or visit confirming if payment has not been received; AND
 - confirm that if payment is not received within 28 working days of invoice issue date then a late payment fee will be applied.
- 28 working days from factoring invoice issue date
 - formal legal action initiated to recover debt and late payment fee applied.

PWL's late payment fee is £30 (subject to annual review), and will be applied to your next quarterly factoring invoice.

In addition, PWL reserves the right to apply an Inhibition or Notice of Potential Liability for Costs against the title of the property. The Inhibition or Notice of Potential Liability (NOPL) will warn any potential purchaser or lender that there is an outstanding sum due against the property and this may in turn result in a factored homeowner having problems affecting a sale or completing a remortgage of the property. The cost of applying the Notice, including legal fees, will be applied to the individual account of the debtor.

5.7.3 All legal costs associated with the recovery of the debt will be applied to the individual account of the debtor.

5.7.4 It is extremely important that every factored homeowner pays their invoice on time in order to allow continuous delivery of services. Where PWL has been unsuccessful in recovering some or all of the debt of an existing or former factored homeowner, PWL may, where the Title to your property permits, redistribute the debt between the remaining factored homeowners in line with the Title Deeds. This will be communicated to factored homeowners before to the redistribution of the debt and all relevant information would be passed to homeowners including details of the debt and the methods PWL has attempted to recover it.

5.8 Contractors' Invoices and Payments

5.8.1 PWL aims to settle all contractors' invoices within 28 days.

5.9 Selling your Home

5.9.1 Each factored homeowner must ensure that their solicitor notifies PWL of any changes in ownership of their property. PWL requires a minimum of 14 days' notice of sale from the seller's solicitor. When a homeowner sells a property factored by PWL, a member of the Factoring Team will liaise with the seller's solicitor to answer any relevant questions such as any outstanding debt, presence of a float or cyclical funds, pending mandate works projects etc. When known, the seller's solicitor must confirm the sale date to PWL, who then must ensure that all costs are apportioned to the correct factored homeowner at the correct date. For example, for a sale date of 1 July, the departing factored homeowner is liable for all costs up to that date, including communal cleaning, backcourt maintenance, repairs etc.

Final invoices are generated in line with our standard billing cycle, referred to in Section 8.3 of your Part 2 Schedule of Details. Therefore any property sales which complete towards the beginning of a billing period may result in the final invoice taking more than 3 months to generate so we can process all final charges due. The expected month of the final invoice issue will be confirmed to the seller's solicitor within the initial written correspondence.

We will request a retention fee, which is a value of money that we believe should cover your outstanding balance at time of notification of sale (if any), what we expect your final invoice to be and we will also include your share of any major works agreed at the time of ownership, but yet to be billed out to factored homeowners.

5.9.2 PWL will arrange to apportion the charges upon completion. An administrative sale fee detailed in Section 5.1 of your Part 2 Schedule of Details is applied to the seller's final factoring invoice to reflect the additional administration involved in this process.

5.9.3 Additional fees will apply depending on the type of information requested by the seller's solicitor and the timeframe of notification. These charges are detailed in Sections 5.2 & 5.3 of Part 2 Schedule of Details and is including but not limited to:

- Documentation Fee for Building Warrants, Local Authority Certificates; and
- Late Notification Fee - where the solicitor has requested information less than 5 working days prior to the settlement date.

5.9.4 After selling your property, you will receive a final invoice, the timing of which is dictated by such factors as your sale date and the method / frequency of your invoices.

We will aim to issue your final account within three months of the date of sale, subject to all supplier invoices having been received, in accordance with the terms of the Property Factors (Scotland) Act 2011. If this timescale requires to be extended, we will confirm this in writing, advising of the reason and outlining the expected timescale for issuing the final account.

5.9.5 Final invoices will include a credit for any float amounts paid.

6.0 Buying your Home

6.1 When purchasing a property, the purchaser's solicitor should make the purchaser aware that there is a Property Factor in place and confirm what the factored homeowner's responsibilities and liabilities are. This information is detailed within the Title Deeds and it would be helpful for you to obtain a copy from your solicitor.

7.0 Communication Arrangements

7.1 General Communications

Effective communications between the property factor and factored homeowner are key to a successful relationship. For general enquiries, email is the best form of communication.

Emails should be sent to factoringenquiries@partickworks.co.uk

Alternatively, factored homeowners can write to or phone PWL as follows:
Partick Works Limited, 10 Mansfield Street, Glasgow G11 5QP
Phone: 0141 357 3773 - Option 4

PWL may also communicate by text, virtually or in person. For general requests, during office hours PWL will acknowledge receipt of written communication and respond within five working days of receipt. For telephone calls we will seek respond within 24 hours. If any additional time is required to resolve queries, we will advise the factored homeowner.

- 7.2 Our office hours are generally Monday to Thursday 9.00am to 5.00pm and Friday 9.00am to 4.30pm. During busy periods, if the person you need to speak is unavailable, please leave a message and we will aim to return your call within 24 hours, excluding weekends and public holidays. Emergency repairs calls outwith our normal office hours will be dealt with by our out of hours contact centre, contactable on freephone 0300 303 1703.
- 7.3 PWL's website, provides easy access to current information including but not limited to:
- Making a payment;
 - Reporting a repair;
 - Backcourt maintenance service;
 - Close cleaning and close window cleaning services;
 - Service standards; and
 - Emergency out-of-hours details.

Accessing Information

You can find the following information on our website:

- Property Factoring Arrears Policy;
- PWL Customer Charter & Service Standards; Services Provided; and
- Comments, Compliments & Complaints Policy.

GDPR

PWL is subject to the rules set out in the General Data Protection Regulation (GDPR). To allow us to deliver our services to you, we will need to process your personal data (which may be held on paper, electronically or otherwise) and we recognise the need to treat it in an appropriate and lawful manner.

The Schedule of Details includes our Privacy Notice and explains what information we collect, when we collect it and how we use it.

- 7.4 A copy of PWL's Customer Charter & Service Standards is available on our website, www.partickworks.co.uk

8.0 Comments, Compliments & Complaints

- 8.1 In most cases, a quick call to the Factoring Team will be all that's required to clarify or address any queries. If, after this, your issue remains unresolved, you can submit a formal complaint.
- 8.2 We aim to put our customers at the heart of what we do and provide the best service we can. If we do not get things right first time, we will listen to you and learn so we can prevent it happening again.
- 8.3 Your views are important to us as they let us know how and where we can improve the services we provide. If we have made a mistake, or you are unhappy with our service, we aim to make it easy for you to tell us.
- 8.4 Should a factored homeowner wish to make a formal complaint, you can do this via our 'Contact Us' button on our website at www.partickworks.co.uk, by email, telephone, in person or in writing to PWL, 10 Mansfield Street, Glasgow G11 5QP.

Further details are available on our website at www.partickworks.co.uk or by calling our Factoring Team on 0141 357 3773 – press Option 4.

- 8.5 Our complaints procedure consists of different stages, summarised below.

8.6 Stage 1 Complaint - Frontline Resolution

Stage 1 complaints are about 'frontline resolution' where something has gone wrong and we try to take immediate action to resolve the problem. We will seek to acknowledge such complaints within one working day and notify you of our decision within five working days.

8.7 Stage 2 Complaint - Investigation

Stage 2 complaints require 'investigation'. They might follow on from a Stage 1 complaint or involve complex matters that require detailed consideration. We will seek to acknowledge such complaints within three working days and notify you of our decision within twenty working days. In some cases we may need to extend these timescales where more detail is required, but we will keep you fully informed.

- 8.8 If the factored homeowner remains dissatisfied after our Stage 2 response, the Property Factors (Scotland) Act 2011 allows factored homeowners to make an application to the Housing and Property Chamber First Tier Tribunal for Scotland for a determination of whether their property factor has failed to carry out their factoring duties, or failed to comply with the Code of Conduct.

8.9 Housing and Property Chamber First Tier Tribunal for Scotland

If you remain dissatisfied, you can contact the Housing and Property Chamber First Tier Tribunal for Scotland, contact details are:

*Housing and Property Chamber First Tier Tribunal for Scotland
20 York Street
Glasgow G2 8GT*

Telephone: 0141 302 5900

Fax: 0141 302 5901

Email: hpcadmin@scotcourtribunals.gov.uk

www.housingandpropertychamber.scot

- 8.10 To take a complaint to the First-tier Tribunal for Scotland, factored homeowners must first notify their property factor in writing of the reasons why they consider that the property factor has failed to carry out their duties, or failed to comply with the Code of Conduct. The factored homeowner must have exhausted the property factor's complaints procedure.
- 8.11 In dealing with complaints, PWL staff will display a polite and professional approach to the factored homeowner. Similarly, factored homeowners who have a complaint must also display professional conduct at all times. Verbal or other forms of abuse of staff will not be tolerated.

9.0 Block Buildings Insurance/ Public Liability Insurance

- 9.1 Block building insurance is offered to all factored homeowners by PWL and new factored homeowners are automatically enrolled in our block insurance policy if their Title Deeds or Deed of Conditions stipulates that they should be part of a fully insured common block policy.
- 9.2 Details of the insurances and claims handling procedures are referred to in Section 6.1 of your Part 2 Schedule of Details. They are also available on our website or on request from our Factoring Team.
- 9.3 A copy of the insurance summary of cover is available on our website, www.partickworks.co.uk Summaries are available by request to the Factoring Team. The summary of cover contains details of the insurer, the premium, the declared value, the sum insured and the excesses that apply.
- 9.4 A copy of the full policy document is available on request from our Factoring Team.
- 9.5 PWL reviews its buildings insurance every year through an independent insurance broker. This ensures that the type of cover is appropriate and costs levied to factored homeowners are reasonable.

- 9.6 PWL levies a charge to factored homeowners that reflects the premiums paid and the costs associated with managing the insurance policy. The Title to your property may provide that a communal building insurance policy is provided by the property factor and requires to be in place on behalf of factored homeowners. If factored homeowners are entitled in terms of the Title Deeds to take out their own buildings insurance for their property, they must provide annual confirmation of their policy details to PWL. The insurance must cover a share of the common parts of the building.
- 9.7 The Tenement (Scotland) Act 2004 provides there will be compulsory insurance for flats within a tenement. The Act stipulates that the duty of an individual factored homeowner to insure their property should be for the reinstatement value and not the market value. This is an absolute requirement irrespective of any provisions in the Title Deeds.
- 9.8 PWL will arrange an insurance revaluation survey to be carried out every three years to ensure that when tendering for building insurance, the valuation is up to date to provide us obtaining appropriate rates. The cost of this reinstatement valuation is a chargeable service, which will be apportioned to a factored homeowner's invoices on completion of the survey. In the intervening years, index linked increases will apply to declared values in line with our insurance broker's professional recommendations.
- 9.9 Building insurance premiums are reviewed annually on 1 July each year. Details of any changes will be provided at least one month in advance of any changes. Your premium, where applicable is referred to in Section 2.5 of your Part 2 Schedule of Details.
- 9.10 Any associated costs with the insurance such as excess costs will be charged in accordance with the details illustrated in Section 6.3 of your Part 2 Schedule of Details.
- 9.11 Handling of insurance claims will be managed as described in Section 6.1 of your Part 2 Schedule of Details. Any decision where a claim is settled or not is the responsibility of the insurer and not PWL.
- 9.12 We will review all properties where PWL does not provide building insurance cover annually and request the factored homeowner supply a copy of their summary of cover and renewal date. If this is not provided by the second request, PWL reserves the right to automatically enrol factored homeowners into the common building policy provided by PWL and charge them accordingly for providing building insurance cover.
- 9.13 PWL has Public Liability Insurance in place up to a value of £10m.

10.0 Declaration of Interest

- 10.1 PWL may factor some properties within your building where our parent Company, PHA, owns one or more flats within the building and therefore have an interest in the provision of the property factoring service for these properties.
- 10.2 If your property is within one of these buildings, this will be noted within Section 7.0 of your Part 2 Schedule of Details.

11.0 Regulatory Status & Associations

- 11.1 PWL operates as a formally registered Property Factor, registration number PF000165.
- 11.2 PWL has Civil Liability and professional negligence cover in place up to a value of £5m.

12.0 Termination of Agreement

- 12.1 The appointment of PWL as property factor may be terminated on the instructions of a majority of factored homeowners within the block in accordance with the provisions in your Title Deeds. PWL may also terminate the agreement. In such circumstances, either party must give at least three months' notice in writing to the other party.
- 12.2 All services shall remain in place as well as block buildings insurance cover until the final day of termination. Within the 3 month notice period, no mandated works will be progressed.
- 12.3 Once all contractor's invoices and costs pertaining to your property have been received and processed (this could take up to 12 weeks), a final invoice will be produced for each factored homeowner. Any credit balance remaining following your final invoice will be refunded to the factored homeowner within 28 days. Any float repayment due will be included as a credit assuming that all individual debts have been cleared, unless specified in the Title Deeds.
- 12.4 If property factoring services transfer to another property factoring company, we will liaise with the newly appointed property factor regarding all relevant information, provided they have been formally appointed in line with the Title Deeds and we are able to do so in line with GDPR. This process may require letters of authority from the majority of factored homeowners to confirm their instructions on the information they wish to be shared.

13.0 Version History

- 13.1 Issue 01 - First release - 2013
- 13.2 Issue 02 - Full review undertaken and updated - 2022
- 13.3 Issue 03 - Full review undertaken and updated– 2026