



WRITTEN STATEMENT OF SERVICES

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PWL (Registered Company No. SC282084, VAT Registration No. 859 4170 93) is a member of the Partick Housing Association Group (ICO Registration Number Z5788558). Partick Housing Association (PHA) 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 Factors to provide each owner 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 factor and the owner. 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, all details are available in hard copy format on request.

INTRODUCTION

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

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

As owners, 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 owners (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 / 2.0 AUTHORITY TO ACT

1.1 PWL will provide each owner 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. Partick Works will also provide each 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 where a service is added to your property or a service is removed from your property at the earliest opportunity but not exceeding 3 months from when the services are added or removed.

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

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

If the factor is not notified of the purchase in advance of the settlement date, the 4 week date is from the date notification of the purchase is received.

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 factor in your property's Title Deed
- we have been appointed as property factor by a majority of owners
- our subsidiary company, PHA, were originally the majority owner in the building
- or by custom and practice

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

2.2 If you want to know more about how we have come to be your 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 an owner and your factor.

2.4 In general terms it is an owner's responsibility to:

- report repairs as soon as you spot an issue
- keep the common parts of your property clean and well maintained
- pay your share of the cost of common repairs

We are here to help you do this by providing the services as 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 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:

- Routine maintenance contracts
- On-going common repair works
- Emergency repairs
- Common Close Electricity supply (where applicable)
- Common close and backcourt areas
- Block Insurance (where applicable).

2.7 For non-emergency repairs, where a maximum repair threshold is specified in the Title Deeds, we will consult with owners as per 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 £1,500 inclusive of VAT. Any works that are likely to exceed this cost will be notified to owners by way of consultation either in the form of a mandate and specification of works or by arranging an owners' meeting remotely or in person. PWL will not provide 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, 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 owners of the works as soon as 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 based on the conditions and hazards present.

2.10 PWL will only use approved and authorised contractors for any repair works.

3.0 SERVICES PROVIDED

- 3.0** PWL provides an extensive range of services for the common areas in each of its factored properties.
- 3.1** The core services provided cover the maintenance, management and repair of the common areas and referred to in Section 2 of your Part 2 Schedule of Details. Property visits/inspections are not included in our core service.
- 3.2** PWL may provide additional services including major projects out with the core service as referred to in Section 2 of your Part 2 Schedule of Details, if it is authorised by the owners within the block to do so and in accordance with the title deeds. This work is not covered by the Factoring Fee, where we provide this additional service we will apply a 10% administration fee on the cost of the works and this will be notified to owners in advance.

- 3.3** Private areas are those that belong to the owners' individual properties and are not included in our services. These include, but may not be limited to:
- All areas inside the home
 - Private balconies
 - Main doors into individual properties.
 - Private windows and surrounds, mastic etc.
 - Private overflows
 - Private vents and flues
 - Private water / gas pipes etc. from the point of exit from communal supplies.
- 3.4** It is the owners' 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 in 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 in 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 a majority of owners.
 - 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 £1,500 including VAT. If we think the work will cost more than £1,500 (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 ensure the quality of workmanship by inspecting 10% of routine common repairs and 100% of mandated works and planned works such as close painting and stonework repairs.

4.3 Emergency Common Repairs

4.3. 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 outwith 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

4.4.1 PWL may provide the additional service of Major Projects (also known as Mandated Works) which are defined as significant works whose costs exceed our normal limit of delegated authority.

Such projects include:

- Communal close painting
- Re-roofing project
- Full gutter replacement
- New carpeting in communal areas
- Stonework repairs

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
- A request from owners in accordance with the Deed of Conditions and/or relevant legislation.

4.4.3 In respect of major projects, in the first instance a vote will be required by the majority of owners to obtain up to 3 quotes for the works to be carried out. If the majority of owners do not agree at this stage, PWL will not proceed and owners will be notified by text/email or letter.

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

For larger project works a virtual meeting or a meeting in person can be arranged with owners.

4.4.4 Once a project has been approved by the owners or as a requirement of the Deed of Conditions, and a contractor/quotation selected, PWL will calculate the estimated individual project cost per owner and issue a mandate and specification of works. PWL may require owners to make advance payment of the estimated costs prior to the commencement of the project. This ensures the ability to 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 owners.

4.4.5 On completion of the works, the project cost will be added to your 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. Not only does this improve the daily visual benefits of a well maintained, clean environment, it also helps maintain/improve the value and saleability/rentability of your property. For these reasons, on-going maintenance/improvements are essential.

4.4.7 In some geographic areas, grants and subsidies may be available from the local council and heritage trusts for major repairs. In such cases, PWL will liaise with the relevant organisations to ensure the owner benefits from whatever assistance may be available.

4.4.8 In some cases, due to the complexity of a particular project, we will stipulate (or owners 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 owners.

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 owners.

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 owner 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 owners, for their consideration. Timescales for the delivery of all quotations will be dictated by the complexity of the works required.

4.6.2 Emergency Common Repairs

PWL will endeavour to ensure emergency common 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 time scale 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 approval of owners in accordance with the Title Deeds and/or relevant legislation. This could include, but not be limited to:

- Tree removal
- Installation of a door entry system
- Additional Communal Lighting
- 'No Parking' signs etc..

4.6.4 Major Projects

Timescales will depend on a number of criteria including: owners' meetings to gain approval, production and approval of quotes and in gathering of funds. Prior to commencement of the works, PWL will provide owners with an anticipated start date and timescales for completion. In the event of significant delay in completion of the works is anticipated PWL will advise owners 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 £1,500 we must follow legal guidelines. Our rules are shown below:

- Work valued between £1,500 and £5,000 - Obtain up to three quotes or appoint by framework agreement
- Work valued between £5,000 and £50,000 - Open tender all contractors
- Work valued over £50,000 - Scottish Public Procurement Rule

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'll remove all information we feel may be commercially sensitive. We don't work with any Company we have a financial or other interest in and we don't receive any commission, fee or any benefit from awarding contracts.

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 factoring fee, referred to in Section 3.1 of your Part 2 Schedule of Details, will apply to the owner or joint owners of the property. This fee is correct at the date of publication of the Schedule and will be reviewed on an annual basis on 1st 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 is including but not limited to:

- Staff costs
- Business overheads
- Environmental audit inspections
- Procurement of Environmental services
- Arranging direct debits and payment plans
- Co-ordinating new services such as communal close cleaning/backcourt maintenance

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 change will be posted to the 'Factoring Services' Section on our website, www.partickworks.co.uk. This notification will give you the details of your revised annual fee noting the percentage increase. Should 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 The fee review process will take into account such factors as: inflation, ongoing operational costs (for example administration 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/ Title Conditions (Scotland) Act 2003 will apply, between owners. These include, where applicable:

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

5.2.2 Your share of repair/services (or apportionment) of costs is normally determined by the Title Deeds and 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 build development, a float payment, may be required from owners. The factor's float, where applicable to your property, 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 owners in 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 owners 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. Owners will be given one month's notice in advance of any changes. These changes are applied from 1st April each year.

5.4.4 If an owner sells their property the credit balance remaining in the cyclical fund is not returned, this remains with the property. Any debt in relation to the cyclical fund will be added to your final account for payment on receipt.

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 fund, where applicable to your property, is 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 owners 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 factoring 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 owners who have provided an email address to PWL on a quarterly basis in arrears. Where PWL do 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 your tenants as our agreement is with the owner of the property. The owner of the property is liable for payment of the invoice. If an owner wishes an agent or a third party to deal with their factoring account PWL will require notification by email or in writing with full contact details.

5.5.3 Factoring invoices will contain a list of detailed columns as follows:

- Date of charge
- Charge description
- Total Cost excluding VAT amount
- Owner's share of cost (percentage)
- Owner's amount charged
- Owner's VAT charge
- Owner's amount including VAT.

5.5.4 The factoring 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
- By telephone (debit or credit card) using our secure, automated payment line **0141 357 3773** - Option 2

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 on recent average costs. Please note while PWL will review individual direct debit amounts and adjust payment amounts as required on a 6 monthly basis, it is the responsibility of each owner to ensure that their monthly direct debit/standing order contributions are sufficient to cover ongoing costs and any outstanding balance. Owners will be notified of changes to Direct Debits in line with the Direct Debit Guarantee Scheme. Owners who pay by standing order should increase their monthly payment on receipt of any 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 receipt of the invoice. Undisputed items on the invoice must still be paid on receipt of your invoice. 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 Invoice Issue
→ text message/email or letter issued

16 working days from Invoice Issue
→ we will telephone you to discuss

32 working days from Invoice Issue
→ 7 day letter issued by solicitor

39 working days from Invoice issue
→ Late payment fee applies

Whilst the 1st reminder via text/email/letter will be issued free of charge, the 7 day solicitor's letter will generate a legal fee of £8.00 plus VAT for 1 owner (subject to annual review), £12.00 plus VAT for 2 owners or more (subject to annual review) and if no payment is received following the solicitor's 7 day letter a late payment fee of £30 plus VAT (subject to annual review). The legal fee and late payment fee will be applied to your quarterly 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 will warn any potential purchaser or lender that there is an outstanding sum due against the property and this may in turn result in an owner having problems effecting a sale or completing a re-mortgage of the property. The cost of applying to the Inhibition or 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 each owner 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 owner, PWL may, where the title permits, redistribute the debt between the remaining owners in line with the title deeds. This will be communicated to owners prior to the redistribution of the debt and all relevant information would be passed to owners including details of the debt and the methods attempted to recover.

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 owner should ensure their solicitor notifies PWL of any changes in ownership of their property. PWL requires a minimum of 7 - 10 working days' notice of sale from the seller's solicitor. When an owner sells a property factored by PWL, a member of the Factoring Team liaises with the seller's solicitor to answer any relevant questions such as any outstanding debt, presence of a float or cyclical funds, pending mandated 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 owner at the correct date. For example, for a sale date of 1 July, the departing owner 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 sales which complete towards the beginning of a billing period may result in the final invoice taking more than 3 months to generate to allow us to 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.

5.9.2 PWL will arrange to apportion the charges upon completion. An administrative sale fee referred to 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 referred to in Sections 5.2 and 5.3 of your Part 2 Schedule of Details and is including but not limited to:

- Documentation Fee for Building Warrants, Local Authority Certificates
- 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. Section 5.4 of your Part 2 Schedule of Details illustrates the expected timing of your final invoice.

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 owner's responsibilities and liabilities are. This information is detailed in 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

Good communications between the factor and owner are the key to a successful relationship. For general enquiries, email is the best form of communication. Emails should be sent to factoringenquiries@partickworks.co.uk

Should email not be suitable or available, owners can communicate by letter or phone as follows:

Partick Works Limited, 10 Mansfield Street, Glasgow G11 5QP

Phone: [0141 357 3773](tel:01413573773) - Option 4

PWL will also communicate via text, remotely or in person. For general requests, PWL staff will acknowledge receipt of a written communication and respond within five working days of receipt and for telephone calls respond within 24 hours. Any additional time required for resolution of queries, relevant to the prevailing issues, will be advised to the owner.

7.2 Our office hours are Monday to Thursday 9am to 5pm and Friday 9am to 4.30pm. During peak periods, the person you need to speak to may be unavailable however you should receive a return call within 24 hours, excluding weekends and public holidays. Emergency calls out with our normal office hours will be dealt with by our out of hours contact centre contactable on Freephone [0300 303 1703](tel:03003031703).



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
- Emergency out of hours details

Accessing Information

The following information and procedures can be located on our website, www.partickworks.co.uk:

Arrears Policy

Customer Charter Service Standard

Quarterly Newsletter

Environmental Services

Complaints Procedure

Update and Service Information

Property Factoring Guide

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. 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 COMPLAINTS

8.1 In most cases, a quick call to the Factoring Team will usually be all that's required to resolve any issues. If, after this, your issue remains unresolved, PWL operates a formal complaints handling procedure (available on request).

8.2 We're determined to put our customers at the heart of everything we do and provide the best possible service we can. If we don't get things right first time, we'll listen to you and learn so we can stop 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 as easy as possible for you to tell us.

8.4 Should an owner wish to make a formal complaint, you can do this via our 'Contact Us' button on our website, www.partickworks.co.uk, by email, telephone, in person or in writing to PWL, 10 Mansfield Street, Glasgow G11 5QP.

A copy of our Customer Complaints Guide is available on our website, www.partickworks.co.uk or by calling our factoring team on 0141 357 3773-Option 4

8.5 Our complaints procedure consists of 3 stages:

- Stage 1 - Frontline Resolution
- Stage 2 - Investigation
- Stage 3 - Housing and Property Chamber First Tier Tribunal for Scotland

8.6 Stage 1 - 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 - 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 timescale where more detail is required, but we will keep you fully informed.

8.8 If the owner remains dissatisfied after the Operations Director's response, the Property Factors (Scotland) Act 2011 allows owners to make an application to the Housing and Property Chamber First Tier Tribunal for Scotland, for a determination of whether their factor has failed to carry out their factoring duties or failed to comply with the Code of Conduct.

8.9 Stage 3 - 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

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8.10 To take a complaint to the First-tier Tribunal for Scotland, owners must first notify their property factor in writing of the reasons why they consider that the factor has failed to carry out their duties, or failed to comply with the Code of Conduct. The owner must have exhausted the property factor's complaints procedure.

8.11 In dealing with complaints, PWL staff will, at all times, display a polite and professional approach with the owner. Similarly, owners 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 owners by PWL. Details of the insurances and claims handling procedures are referred to in Section 6.1 of your Part 2 Schedule of Details and are also available on our website or by request from our Factoring Team.
- 9.2 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.
- 9.3 A copy of the full policy document is available, by request from our Factoring Team.
- 9.4 In order to maintain insurance premiums at the lowest possible level, PWL tenders for buildings insurance every 3/5 years through an independent broker and ensures that the costs levied to owners reflect the cost of providing their insurance.

- 9.5 PWL levies a charge to owners that reflects the premiums paid, claims history 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 factor and requires to be in place on behalf of the owners. Where owners are entitled in terms of the title deeds to take out their own buildings insurance for their property they are required to provide annual confirmation of their policy details to PWL. The insurance must cover a share of the common parts of the building. 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 owner to insure his or her 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.



- 9.6 PWL will arrange a revaluation survey to be carried out every five years. In the intervening years, index linked increases will apply to declared values in line with our broker's recommendations.
- 9.7 Building insurance premiums are reviewed annually on 1st 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.
- 9.8 Any associated costs with the insurance such as excess costs will be charged in accordance with the details referred to in Section 6.3 of your Part 2 Schedule of Details.
- 9.9 Handling of insurance claims will be managed as referred to 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.
- 9.10 It's a legal requirement for every owner of a property to have buildings insurance cover. You can arrange your own insurance, however, we require a copy of your summary cover for our records. We will review all properties where we do not provide building insurance cover on an annual basis and request the owner supply a copy of their summary of cover and renewal date.
- 9.11 PWL has Public Liability Insurance in place to a value of £10m.

10.0 DECLARATION OF INTEREST

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

11.0 REGULATORY STATUS & ASSOCIATIONS

- 11.1 PWL operates as a formally registered Factor, registration number PF000165.
- 11.2 PWL has Civil Liability and Professional Negligence Cover in place to a value of £5m.



12.0 TERMINATION OF AGREEMENT

- 12.1 The appointment of PWL as factor may be terminated on the instructions of a majority of owners in the block in accordance with the provisions in your title deeds or by PWL in each case upon giving not less than three months prior notice in writing.
- 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 owner and will be due and payable on receipt. Any credit balance remaining following a final invoice will be refunded to the owner 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 Deed.
- 12.4 If factoring services transfer to another factoring company, we will liaise with the newly appointed 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 owners 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 - 2022



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Registered property factor no: PF000165

