

## **TERMS AND CONDITIONS FOR THE PROVISION OF A FACTORING SERVICE**

### **Subjects covered by these Terms and Conditions are 60 dwellinghouses at Rennie Court, Kelso (ROX625) (“the Development”)**

These are the terms and conditions for the provision of a factoring service to owners by Eildon Housing Association Limited. We are a Housing Association registered under the Co-operative and Community Benefit Societies Act 2014 (Registered Number 1757R(S)), a registered charity (Scottish Charity Number SCO15026) and having our registered office at The Weaving Shed, Ettrick Mill, Dunsdale Road, Selkirk TD7 5EB with Property Factor ID No PF000205. We are referred to as “the Association” in this document.

#### **1. Introduction**

- 1.1. This Written Statement of Services describes the service levels and arrangements between the Association and the owners to whom we provide factoring services. This statement is produced in accordance with the requirements of the Property Factors (Scotland) Act 2011 and the Property Factors Code of Conduct.
- 1.2. The Association is registered in the Property Factor Register under the Property Factors (Scotland) Act 2011, Registered No. PF000205 and is a Registered Scottish Charity No. SCO15026. As a registered property factor, the Association is legally required to ensure compliance with the Code of Conduct provided for in the Act, a copy of which can be found on the Scottish Government’s website. The Association confirms it will take all reasonable steps to ensure our property factor registered number is included in any document sent to owners relating to our duties as factor
- 1.3. The Association provides a property factoring service to owners under the terms and conditions of their property titles, other formal documentation with legal effect, and relevant legislation including the Title Conditions (Scotland) Act 2003, the Tenements (Scotland) Act 2004 and the Property Factors (Scotland) Act 2011
- 1.4. This document has been produced to complement your title deeds and not replace them
- 1.5. The Property Factors (Scotland) Act 2011 defines “Property Factor” as:  
“a local authority or housing association which manages the common parts of land used to any extent for residential purposes and owned -
  - (i) by two or more other persons, or
  - (ii) by the local authority or housing association and one or more other person”

The Property Factors (Scotland) Act 2011 defines “Homeowner” as

“an owner of land used to any extent for residential purposes the common parts of which are managed by a property factor”

- 1.6. The purpose of this document is to detail the role of the Association as Property Manager on behalf of all of our factored customers. This document constitutes a Written Statement of Services setting out the arrangements in place for the provision and receipt of Factoring Services from the Association

## **2. Authority to Act**

The Association is the Property Factor acting for and on behalf of all dwellinghouse owners within the Development of which your property forms part. The Association was appointed to act as Property Factor in accordance with the provisions the title deeds relating to your property and have factored since that appointment.

## **3. Services Provided**

### **3.1 Core Services**

The Association will provide the core services set out in Part 1 of the Schedule annexed ('the Schedule'). The Association will have no liability for any failure to instruct repairs on its own initiative following a visit to the Development.

### **3.2 Delegated Authority**

The Association has the delegated authority of the owners within the Development to instruct and have carried out repairs and maintenance, including renewal where necessary, to the common parts of any block of flats within the Development and to the common parts of the Development being factored provided that the anticipated cost to each owner of any one item at the time when it is instructed will not exceed £250 such other sum as may be agreed with a majority of owners of the Development. If the anticipated cost of any such item exceeds £250 it shall be instructed and carried out only when the work has been approved by a simple majority of the owners affected by the repairs / renewal and the Association may require that all of the relevant owners have paid their share to the Association in full.

The Association may also instruct works at a cost exceeding £250 per owner if the works are required in an emergency or it considers the expense to be justifiable on grounds of health or safety and in these circumstances the Association shall recover the costs of that work in terms of Part 2 of the Schedule. The Association will write to all affected owners thereafter, detailing remedial actions and costs. The decision to escalate the repair as an emergency will be made by the Association based on conditions and hazard present

### **3.3 Additional Services**

The Association may provide services outwith the core services set out in Part 1 of the Schedule (including major repair works and improvement), if it is requested and authorised by all the owner occupiers affected within the Development to do so in accordance with the provisions of your title deeds. The cost of such works will be agreed by all affected owners within the Development prior to the work being carried out and the costs of carrying out the work shall be apportioned in accordance with Part 2 of the Schedule.

The Association may include reasonable conditions in respect of payment for the provision of such additional services.

### **3.4 What are the Common Parts in your Block/Development?**

The title deeds for your property confirm the area/s for which you are jointly responsible. All registered title deeds, including title plans, are lodged with the Registers of Scotland and you can contact them directly to obtain a copy, on payment of a fee, using the following details:

Registers of Scotland  
Phone : 0800 169 9391  
Email [customerseices@ros.gov.uk](mailto:customerseices@ros.gov.uk)  
Online [www.ros.gov.uk](http://www.ros.gov.uk)

For the avoidance of doubt, all bin stores will be treated as common property for the Block which uses same, unless the terms of your title deeds state otherwise. Where there is inconsistencies regarding the ownership of the bin stores, the Association will continue to act as factor in relation to the repair and maintenance of same. If the terms of your title deeds contain exclusive ownership of a bin store at the Development you are responsible for insuring same as part of your home insurance policy.

### **3.5 Contractors**

The Association will only use approved and authorised contractors for any repair work and will always endeavour to obtain the best value for its customers. Comparative quotations will be arranged, where appropriate, and the Association operates an approved contractor process to ensure contractors are adequately insured to work on your behalf.

The Association will only instruct contractors on your behalf who have provided the necessary public liability insurance. The Association accepts no responsibility for defective workmanship or for works performed to an unacceptable standard. However, should you contact the Association intimating that you are dissatisfied with the standard of the completed work, the Association will contact the contractor on your behalf and make every effort to resolve the issue to your satisfaction.

## **4. Communication and Consultation**

4.1 The Association is committed to continually improving the service it offers to owners. To this end, the Association are happy to meet with owners, individually or collectively, to discuss issues of concern or to consult with you over new proposals. The Association recognises that communication and consultation is essential in providing the highest possible quality of services to owners.

4.2 The Association will communicate and consult with our owners in a number of ways including:

- Website;
- Telephone, email, letters, face to face in our office or at your property;
- Block or Development meetings

### **4.3 Consultation on Repairs**

When the need for maintenance, repairs or renewals are identified that exceed the Association's delegated authority, the Association will give notice to all owners to advise them of the need for the work, the estimated costs of the work and the share of the cost that would be applied to the particular owner. Notice will be given in writing in one of three forms:

- by delivering the notice to the owner's property;
- by posting the notice to the property or any other address that the owner is known to have;
- by sending it via electronic mail to the owner.

The decision whether to proceed with the works will be made in accordance with the provisions of your title deeds.

#### **4.4 Consultation on Improvement Works**

When improvement works are proposed the Association will give notice to all owners to advise them of the scope of the work, any grants that may be available, the estimated cost of the work and the share of the cost that would be applied to the particular owner. The decision whether to proceed with the works will be made in accordance with the provisions of your title deeds.

4.5 When appropriate, and if required by the terms of your title deeds, the Association will arrange a meeting of all the affected owners, with attendance from officers from the Association, to discuss and explain the works that are proposed and to answer any questions.

4.6 Following consultation with owners the Association will advise the owners, in writing, of any decisions made. Prior to the commencement of any approved common maintenance, repair, renewals or improvement the Association shall further advise the owners of the commencement date and likely timescales for the completion of the work.

4.7 The Association will not provide information which is misleading or false. The Association will not communicate with owners in any way which is abusive, intimidating or threatening. However, the Association will provide reasonable notice to the appropriate owners that it may take legal action for non-payment of fees and charges if that need arises

#### **4.8 Contacting us**

You can contact us by:

- **Contacting us by telephone on 03000 200 217**

We aim to respond to telephone enquiries within 5 working days.

- **Contacting us in writing at** The Weaving Shed, Etrick Mill, Dunsdale Road, Selkirk, TD7 5EB

Letters or e mails received from customers should be answered within 10 working days.

### **5 Financial and Charging Arrangements**

#### **5.1 Apportionment of costs**

All costs, incurred in the ongoing works and services provided by the Association in the maintenance of the scheme, will be shared, as appropriate, between owners. These include, where applicable.

- Planned and reactive maintenance, repairs and renewals
- Emergency repairs
- Utilities and utility bills (where applicable)
- Major Works
- Statutory Health and Safety Compliance
- Insurance

The split (or apportionment) of costs is normally determined by the property title deeds and is detailed in Part 2 of the Schedule. If there is no provision in the title deeds for some costs, the apportionment will be as per the Title Conditions (Scotland) Act 2003 or Tenements Scotland Act 2004 or as agreed between the Association and the owners.

## **5.2 Management Fee**

The Association will charge a management fee of £56.28 per annum for carrying out its function of providing the core services including those services listed within this clause. An additional sum will be payable should additional services be required by the owners, which will be 10% of the total cost of such repairs providing the cost of the repairs is more than £250. This fee will be reviewed on an annual basis and you will be advised of any increase no later than 28<sup>th</sup> February with the increase taking effect from 1<sup>st</sup> April. The fee review process will take into account such factors as inflation, ongoing operating costs (for example postage, insurances), cost of compliance etc., in addition to any changes in the scope of services provided. The Management Fee will be payable in 12 equal payments and will form part of your monthly invoice issued in accordance with clause 5.8 hereof. The Association is registered for VAT and therefore have to charge VAT for its services at the relevant rate to this fee.

## **5.3 What is included in the Management Fee?**

The Management Fee is the charge for managing the Development of which your property forms part. This includes:

- Arranging maintenance and repair of Block, Entrance and Development Common Parts
- Liaising with contractors and tendering for the appropriate service and price
- Administrative costs in sending invoices, letters and newsletters
- Providing credit control to ensure that everyone is invoiced for their respective share of costs
- Working together with solicitors to recover outstanding debts on behalf of the owners within the Development.
- Liaising with electricity companies to make sure all charges are accurate and fair, make payment of electricity invoices and recover the cost from the owners within the Development
- Undertaking regular visits and maintenance checks
- Updating information on change of ownership and managing and maintaining secure data on behalf of the owners in compliance with GDPR regulations

## **5.4 Additional Services**

In the event that the Association provides services beyond the core services as set out in this statement an additional charge may be levied, this will vary depending on the complexity of the repair and additional resource required. The owners would be advised of any such additional charge during consultation.

If, because of the complexity of a particular repair or because of any other reason, the Association is involved in additional work beyond its routine management duties it may charge an additional fee in relation to a particular matter provided the same is reasonable and in accordance with the amount of time spent by the Association in dealing with the matter in question.

## 5.5 Invoicing

All costs, including management fees, are charged in accordance with your title deeds and the information contained in within Part 2 of the Schedule.

The Association will charge you a monthly sum, calculated having due regard to the three years previous spending at the Development. Invoices will be sent to the owner of the property either by standard post or by secure email depending on individual preferences notified in writing to the Association.

The Association will provide you with an itemised statement on an annual basis (in July). The statement will detail the expenditure actually made and the sums you have been charged in the previous 12 months. The Management Fee will be payable in twelve equal payments and will form part of your annual statement of account. The Association will then effect reconciliation and refund you any over payment for the period covered in the Statement or demand any balancing sum due. You will require to make payment of this reconciliation invoice in the timescales noted below.

In response to reasonable request the Association will also supply owners with supporting documentation and invoices for inspection and copying. We may impose a reasonable charge for providing paper copies, subject to notifying the owner in advance.

## 5.6 Payment

You will have a period of 7 days from the date of any invoice in which to make payment. If the invoice is not paid in full, the Association will have no option but to follow the steps set out in its Debt Recovery Protocol a copy of which is available on request from their office. Copy invoices can be obtained from the Association at a cost of £5 per copy.

You can pay your invoice by the following methods:-

- Direct debit
- Cheque payable to Eildon Housing Association Limited
- Standing Order to Eildon Housing Association Limited

## 5.7 Change of Ownership

Each owner shall notify the Association of any changes in ownership of their property. When an owner sells their house they must instruct their Solicitor to notify the Association of the date of sale and provide details of the new owner no later than 14 days before the anticipated date of settlement.

On receipt of notification of such sale the Association will arrange to apportion the charges and sums due by the owner for the period to the date of sale. An administration charge of £50 will be made to any owner selling a property within the Development for the apportionment of common charges and updating of information as to ownership. In addition, a charge of £5.00 per copy certificate will be levied by the Association for any documentation requested by or on behalf of an owner subject to a maximum of £30.00.

Following any change in ownership the Association will return any funds due (less any outstanding debts) to the outgoing owner along with the financial information which relates to their account within 3 months of the Association being made aware of the date of change in ownership unless there is good reason not to (i.e awaiting final bills relating to works and services).

## 5.8 Private Letting

If an owner privately lets their property, be it a residential property, the Association will pursue the owner

for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant. A lease will regulate the agreement between the owner of the property and their tenant. Any sums due in relation to common repairs and factoring are payable by the owner of the property and any enforcement action will be taken against them.

## **5.9 Insurance**

The Association effects a global insurance policy which provides building insurance cover for the properties within the Development which are owned by the Association. The Association may, upon receipt of a written request from owners within the Development, effect and keep in force the buildings insurance cover for that owner's property and their relevant share of the Common Parts of the Development in which that owner has an interest. Should any owner or their lenders require any cover to be increased, they must advise the Association in writing and a revised premium will be charged to the owner.

The premium applicable to your property will be confirmed to you by the Association should you request for the Association to provide insurance cover for your property. The Association will provide details of the insurer, the total sum insured, the premium paid, any excesses which apply and a summary of the policy information to any owner who opts to be covered by the Association's global insurance policy. Any changes to the Association's insurance cover/premium etc. will be communicated to you in writing on an annual basis.

The Association will submit insurance claims on behalf of owners covered by the global insurance policy but thereafter it is the responsibility of the owner to contact the insurer to progress such a claim. Any decisions on whether a claim is settled or not is the responsibility of the insurer and not the Association.

Where owners wish to take out their own buildings insurance for their property they will be required to provide evidence that insurance is in place and covers a share of the common parts of the Development and continues to be in place on an annual basis. This is the responsibility of each owner and, should this evidence not be provided, the Association reserves the right to insure the property on the owner's behalf and the whole annual fee will be applied.

The Association will arrange for public liability insurance in respect of Common Parts of the Development and all owners on the Development will be liable to meet the appropriate share of the premium for same.

## **6 Carrying Out Repairs and Maintenance**

The Association aims to provide a comprehensive factoring service for parts or areas of a block or the Development which owners have a liability in common to maintain.

The core services provided cover the maintenance, management and repair of the common parts in line with the above.

The Association may provide services outwith the core services (including major repair works) if it is authorised by the owners within the development to do so all in accordance with the provisions of your title deeds. The cost of such works will be confirmed to all of the owners within the development prior to the work being carried out and the costs of carrying out the work in accordance with Part 2 of the Schedule. The Association may include reasonable conditions in respect of payment for the provision of such additional services

## 6.1 Routine Repairs

Request for routine repairs can be made to the Association by using the following communication methods.

- By telephone (9 to 5) on 03000 200 217.
- By writing to us at The Weaving Shed, Ettrick Mill, Dunsdale Road, Selkirk, TD7 5EB
- By advising a representative from the Association during a routine inspection of your block or development

## 6.2 Emergency Repairs

Requests for emergency repairs should be made by calling our offices on 03000 200 217 (9 to 5), if the office is closed and if the common repair is an emergency, then follow the instructions on the recorded message. Emergency out of hours trades that are available, typically include:

- Plumber
- Electrician
- Joiner

Please note that emergency repairs instructed by the Association will be in respect of common parts of the block or Development only. Costs for emergency repairs will be apportioned amongst the owners with liability to pay. Private emergency repairs are the owner's responsibility

## 6.3 Major Works

Major Works, also referred to as proposed repairs are defined as significant planned works where costs exceed the delegated authority. Such projects may include:

- Communal painting schemes
- Structural repairs
- Mechanical and Electrical replacement
- Extensive roof repair or replacement
- Extensive building facade repairs
- Major flooring renewal
- Major garden or landscaping redesign
- Extensive road or car park resurfacing
- Upgrade or replacement of playground equipment

Major project discussions can result from:

- Common fabric failures
- Title deed requirements (e.g. deeds stipulate communal painting every 3 or 5 years)
- The recommendation of a professional inspection (e.g. roof condition report)
- A recommendation by the Association
- A request from owners

Approval for works (other than those deemed as emergency works) which will incur a cost higher than our delegated authority will require approval of the owners. This approval will be obtained



through our consultation process as noted above. Without approval, major projects cannot proceed unless significant and immediate health and safety issues prevail. Professional consultants may be required to provide professional services that are out with the Association's remit. In these cases, comparative fees quotes will be obtained from suitably experienced firms for consideration.

Once a project has been agreed by owners, and a contractor/quotation selected, sufficient funding must be in place prior to the commencement of the project. This ensures the liability to settle the contractors invoice (the costs involved in major projects are such that the financial resources within the scheme fund would normally be insufficient to cover the costs under our invoicing terms).

For ingathering of funds the Association will calculate the individual project cost and issue a proposed works invoice to each owner. Only when sufficient funds have been gathered can formal instruction be issued to the contractor. The Association determines what percentage of funds will be required to start the project. This will depend on the financial health of the scheme, any history of problems with income recovery etc. It should be noted, it is possible that agreed works may not go ahead if insufficient funds are gathered within a 12 month period. In this case the funds received will be returned to the relevant owners.

It is important that the common parts of the Block and Development are kept in a good standard of repair. Not only does this maintain the visual benefits of a well maintained, clean environment, it also helps maintain and improve the value and saleability of the owners property. For these reasons, ongoing maintenance and improvements are essential.

In some areas, grants and subsidies may be available from local authorities and trusts, and in such cases the Association will liaise with the relevant organisations to obtain the requirements for possible grant assisted funding.

## 6.4 Response Times

The target turnaround timescales for common repairs are as follows:-

- **Emergencies** - To be made safe within two hours
- **Urgent** - Carried out within three working days
- **Routine** - Carried out within ten working days
- **External Routine** - Carried out within one month or programmed and budgeted for next financial year.

If the cost of the repair exceeds the Non-Emergency Threshold, comparative quotes will be sought and the owners consulted. Anticipated timescales for obtaining estimates is 14 working days.

With regard to emergency repairs, in some cases it may only be necessary to make safe a hazardous situation within the aimed timescale depending on the nature of the emergency.

## 7 Complaints Resolution

7.1 The Association is committed to providing high-quality customer service. It uses the information provided to help improve the services it delivers. If something has gone wrong or if you are unhappy about our service please inform the Association. Owners who raise concerns about the quality/cost of work and other charges should, in the first instance, contact the Association. If disputes are not resolved, the owners will be provided with a copy of the Association's complaints resolution procedure to enable further steps to be taken to resolve the matter. The Association will ensure that decisions are consistent.

7.2 The Association has a clear written complaints resolution procedure which sets out a series of steps, with reasonable timescales which will be expected to be followed, a copy of which can be found on our website or at our offices. When the Association's complaints resolution procedure has been exhausted without resolving the complaint, the final decision will be confirmed with the Director of the Association or appropriate designated senior officer of the Association and the owner notified in writing. This letter will also provide details of how owners may apply to the First-tier Tribunal for Scotland (Housing and Property Chamber).

### **7.3 Who can complain?**

An owner, either directly or through a representative, who has suffered as a result of the issue they wish to raise. The Association will endeavour to respond to all complaints within 10 working days.

### **7.4 How do you complain?**

The Association wants to resolve all complaints quickly and effectively. It can be helpful to talk to a member of our staff at the point of where you feel you're dissatisfied with our work, for example when work is being undertaken in your building, so that an attempt to resolve any issues on the spot can be made. The Association finds that complaints made quickly, and directly can be more easily resolved. The Association requests that all complaints are made in writing (either by letter or email).

### **7.5 Contact details for raising a Complaint**

If you would prefer to speak to us in person or write to us the address is:

The Weaving Shed, Ettrick Mill, Dunsdale Road, Selkirk, TD7 5EB

email - [enquiries@eildon.org.uk](mailto:enquiries@eildon.org.uk)

When contacting us in relation to a complaint, you should tell us:

- your full name and address;
- as much as you can about the complaint (what has gone wrong); and
- what you want us to do to resolve the matter.

### **7.6 First-tier Tribunal for Scotland (Housing and Property Chamber)**

Once the investigation stage has been completed, owners have the right to apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) if they remain dissatisfied. The First-tier Tribunal for Scotland can be contacted at:

First-tier Tribunal For Scotland (Housing and Property Chamber)  
Tribunals Centre, 20 York St, Glasgow G2 8GT  
Phone: 0141 302 5900

To take a complaint to the First-tier Tribunal, owners must first notify the Association in writing of the reasons why they consider that Association has failed to carry out its duties, or failed to comply with the Code. The Association must also have refused to resolve the owner's concerns, or have unreasonably delayed in attempting to resolve them.

## **8 Management Policies**

- 8.1 The Association will ensure that all members of its staff, and any contractors used by them, are familiar with the duties and requirements imposed by the Code of Conduct for Property Factors and of this Written Statement of Factoring Services.
- 8.2 The Association will ensure that this Written Statement of Factoring Services and its practices will not unfairly discriminate against any individual, household or group on the grounds of gender, gender identity, marital status, race, disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs or opinions such as religious beliefs or political opinions.
- 8.3 This Written Statement of Factoring Services has been produced in consultation with the Association's Senior Staff Team and its solicitors. It has been approved by the Association's Management Committee. It will be reviewed in line with any changes in legislation or operational requirements. It is the Association's intention to consult with owners during future reviews.

## **9. Declaration of Interest**

The Association operates as a Registered Social Landlord and we own properties in the Development.

## **10. Compliance**

Under s 14(5) of the Property Factors (Scotland) Act 2011, the Association must ensure compliance with the Factors Code of Conduct published on 1 October 2012, a copy of which can be found on the Scottish Government Website. An updated Factors Code of Conduct is expected to be published in August 2021.

Any decisions by the First-tier Housing Tribunal in relation to the Association's compliance with the Code of Conduct and/or its duties under s17(5) of the Property Factors (Scotland) Act 2011 are publically available and published on the First-Tier Tribunal for Scotland (Housing and Property Chamber) website.

## **11. How to End the Arrangement**

The appointment of the Association as a factor may be terminated on the instructions of a majority of the owners in the development (where the title deeds for the development set a different standard these shall prevail), or by the Association; in each case upon not giving less than three months written notice to this effect.

Should the Association's appointment as factor be terminated, the Association will co-operate with the new property factor to assist with a smooth transition process and will provide the new property factor with any information they require (subject to data protection legislation).

Should the Association's appointed as factor be terminated, the Association will provide financial information to each owner regarding their account. This information will be provided within 3 months of termination of the factoring arrangement unless there is good reason not to (i.e awaiting final bills relation to work contracts and services). Upon termination the Association will return all outstanding funds (if any) due to owners automatically at the point of settlement of their final bill following the change in property factor.

The owners authorise the Association to act on the instructions of a majority in number of the affected owners in a Block or Development, whose decision shall be binding upon all of the owners in the Block or the Development in relation to the carrying out of cleaning, repairs and maintenance to any and all Common Property.

For the purpose of instructing the Association on factoring matters, each owner shall have one vote for each property owned by him and which is occupied by him/her or is separately occupied by his/her tenant or is unoccupied. If the title deeds for the Development allocate votes on the matter of factoring/maintenance/repairs in a different matter, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring. Where a property is owned by more than one person and the owners cannot agree, that vote is disregarded. Where the ownership of the property is shared between the Association and the owner the Association shall be entitled to cast the vote relating to that property.

## **12. Decision-Making and Voting**

The owners authorise the Association to act on the instructions of a majority in number of the owners in the Development who attend or are represented at a quorate meeting of owners whose decision shall be binding on all of the owners in relation to carrying out repairs and maintenance to all common areas within the Block or Development.

For the purpose of instructing the Association on factoring matters each owner in the development shall have one vote for each property owned. If the title deeds for the Development allocate votes on the matter of factoring, maintenance and repairs in a different manner, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring. Where a property is owned by more than one person and the owners cannot agree that vote is disregarded. Where the property in the block or Development is owned by the Association, the Association shall be entitled to cast the vote relating to that property.

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

The Association reserves the right to develop this statement towards improving our services to our factored owners to comply with and exceed the requirements of the Property Factors (Scotland) Act 2011.

**SCHEDULE PART 1**  
**SERVICES TO BE PROVIDED BY THE ASSOCIATION**

---

The Association will

1. make periodic visits to the Development and take appropriate action to deal with any repairs affecting of a common or shared areas.
2. instruct firms which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost, to (i) maintain, repair, decorate, arrange lighting and renewing, reinstating and rebuilding of the common parts of any block of flats forming part of the Development, or the Development and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding and (ii) to inspect, maintain in good working order, repair, overhaul, replace, renew and operating the plant and equipment used in common by the owners of block of flats forming part of the Development, or the Development including the cost of provision for renewal and replacement of the same and the full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that the Association consider necessary.
3. employ professionals such as accountants, architects, engineers, surveyors or other professional adviser employed to certify any matter or thing to be certified for the purposes of any provisions of this Schedule and the proper costs (but not more than once every year) of an independent professional valuation of any Tenement or block of flats forming part of the Development, or the Development for the purpose of assisting towards the determination of the full cost of reinstatement of same.
4. when instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used.
5. will provide factoring services as detailed in Schedule 2, namely grounds maintenance in common areas, common aerials, common entrance door, entry phone, hall, passage, stairs and windows serving common areas, floor coverings of common areas, common stair lighting, common stair cleaning, common stair window cleaning, emergency lighting.
6. arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen to co-ordinate their work.
7. select contractors to carry out appropriate works.
8. where the proposed repair is mutual to an adjoining building negotiate with the adjoining owners or property manager and endeavour to ensure that the work is agreed and then completed satisfactorily at a reasonable cost.
9. provision of such security equipment and apparatus for the property as the Association shall think fit and proper to employ and/or use and in the provision, maintenance, replacement and renewal of such security equipment from time to time.
10. investigate any complaints of unsatisfactory work and where considered necessary by the Association and if so instructed by a majority of the owners arrange for a professional report on the completed repair subject to any fees for same being chargeable to the owners.
11. check tradesmen's accounts when rendered, including any charge of VAT.
12. when a change of ownership takes place on request make the necessary

apportionment of insurances, repairs and other outgoings between the seller and the purchaser. A charge of £50 is made for this additional work and is payable by the seller together with all correspondence with the purchasing/selling solicitors.

13. if requested, arrange to make available for inspection on one occasion in each year copies or originals of all tradesmen's accounts for that year (additional copies can be provided at separate cost).
14. carry out an annual inspection report for the Development.

**Schedule 2 – allocation of costs of common repairs**

**Allocation of Common Repair and Other Costs for 60 dwellinghouses at Rennie Court, Kelso**

<b>Address</b>	<b>Development Common Property</b>	<b><u>Block Common Parts</u></b>	<b>Entrance Common Parts</b>
	(a) the roadways and pavements within the Development tinted yellow on the Title Plan; (b) the car parking spaces tinted pink on the said plan; (c) the landscaping tinted blue on the said plan and (d) the external boundary walls surrounding the Development	(a) the solum on which the tenement is erected; (b) the foundations, outside walls and roof; (c) the roof hatches leading to the common roof spaces and the common roof spaces; (d) the common sewers, drains, soil and rainwater pipes, water, gas and other pipes, rhones and conductors electric mains, cables, wires and other transmitters and pipes and the common television aerials and (e) all other parts and pertinents so far as used in common with the other proprietors of the dwellinghouses in the respective blocks	Respective entrance door, common entry phone system, the common entrance hall and common passages, windows and stairs and all other parts and pertinents so far as used in common with the other proprietors of the dwellinghouses in the respective tenements
<b>TENEMENT A1</b>			
Flat 14	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 15	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 16	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 17	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 18	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 19	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
<b>TENEMENT A2</b>			

Flat 20	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 21	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 22	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 23	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 24	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 25	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
<b>TENEMENT A3</b>			
Flat 26	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 27	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 28	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 29	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 30	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 31	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
<b>TENEMENT B</b>			
Flat 10	1/60 <sup>th</sup> share	¼ share	¼ share
Flat 11	1/60 <sup>th</sup> share	¼ share	¼ share
Flat 12	1/60 <sup>th</sup> share	¼ share	¼ share
Flat 13	1/60 <sup>th</sup> share	¼ share	¼ share
<b>TENEMENT C</b>			
Flat 1	1/60 <sup>th</sup> share	1/9 <sup>th</sup> share	1/9 <sup>th</sup> share
Flat 2	1/60 <sup>th</sup> share	1/9 <sup>th</sup> share	1/9 <sup>th</sup> share
Flat 3	1/60 <sup>th</sup> share	1/9 <sup>th</sup> share	1/9 <sup>th</sup> share
Flat 4	1/60 <sup>th</sup> share	1/9 <sup>th</sup> share	1/9 <sup>th</sup> share
Flat 5	1/60 <sup>th</sup> share	1/9 <sup>th</sup> share	1/9 <sup>th</sup> share
Flat 6	1/60 <sup>th</sup> share	1/9 <sup>th</sup> share	1/9 <sup>th</sup> share



Flat 7	1/60 <sup>th</sup> share	1/9 <sup>th</sup> share	1/9 <sup>th</sup> share
Flat 8	1/60 <sup>th</sup> share	1/9 <sup>th</sup> share	1/9 <sup>th</sup> share
Flat 9	1/60 <sup>th</sup> share	1/9 <sup>th</sup> share	1/9 <sup>th</sup> share
<b>TENEMENT D 1</b>			
Flat 32 (own entrance)	1/60 <sup>th</sup> share	1/3 <sup>rd</sup> share	
Flat 33	1/60 <sup>th</sup> share	1/3 <sup>rd</sup> share	½ share
Flat 34	1/60 <sup>th</sup> share	1/3 <sup>rd</sup> share	½ share
<b>TENEMENT D2</b>			
Flat 35	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 36	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 37	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 38	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 39	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 40	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 41	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 42	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
<b>TENEMENT D3</b>			
Flat 43	1/60 <sup>th</sup> share	¼ share	¼ share
Flat 44	1/60 <sup>th</sup> share	¼ share	¼ share
Flat 45	1/60 <sup>th</sup> share	¼ share	¼ share
Flat 46	1/60 <sup>th</sup> share	¼ share	¼ share
<b>TENEMENT D4</b>			
Flat 47	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 48	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 49	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share

Flat 50	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 51	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 52	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 53	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
Flat 54	1/60 <sup>th</sup> share	1/8 <sup>th</sup> share	1/8 <sup>th</sup> share
<b>TENEMENT D5</b>			
Flat 55	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 56	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 57	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 58	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 59	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share
Flat 60	1/60 <sup>th</sup> share	1/6 <sup>th</sup> share	1/6 <sup>th</sup> share