

In accordance with the Property Factors (Scotland) Act 2011, it is a requirement that Manor Estates, as a Registered Property Factor, sets out the delivery standards which will be in place between us and you the owner in this :

Written Statement of Services.

Manor Estates Housing Association Ltd.
Suite 4
5 New Mart Place
Edinburgh
EH14 1RW

Property Factor ID PF000997

Version 2024.07.03

Our Authority To Act

Manor Estates has the delegated authority of the Owners to instruct and carry out repairs and maintenance work in relation to the management of the common areas within your estate.

Every owner-occupied property is subject to a set of legal conditions which are contained in the Title Deeds for that property. When you purchase a property you take on the rights and responsibilities, not just for your own property, but also rights and responsibilities relating to the wider or Community Burden area. The Title Deeds impose "real" burdens on the owner of the property and give Manor Estates, as your Property Factor, the authority to arrange any necessary works, for example to a landscape area, the right to recover the direct costs of any work, as well as any costs incurred in managing the process. Your Title Deeds establish the responsibilities for meeting your share of the cost of maintaining common areas within the estate. These burdens or obligations will continue even when a property has been sold with the responsibility passing onto the new owner.

The Factoring conditions in place when you purchased the property will be listed in Part 2 of the Title Deeds. Manor Estates will continue to enforce these whilst we still own properties on each estate.

Manor Estates Associates Ltd. (MEAL) were approached by residents of West Cherrybank to provide Factoring Services across all 20 properties in the mansion house and the flatted block including the entranceway, car parking and landscaping. MEAL have been providing the service since this approach in 2004.

Declaration of Interest

Manor Estates/MEAL receives no commission or any benefit from any service provider appointed by us on behalf of owners. Manor Estates also maintains a Gifts and Hospitality register which can be viewed on request and will be available for inspection at our Annual General Meeting.

All Manor Estates Board and staff members sign an annual Declaration of Interest form, where any financial associations with companies or contractors that either Manor Estates (or our subsidiary company MEAL) deal with are declared.

Services Provided

The services we provide and covered by your Factoring Fee include: -

- Identifying all work required to common areas and/or common stairs – usually by regular site visits by our Property Services staff and Housing Services staff including landscape maintenance and non adopted footpaths, etc.
- Arrangement of ordering and tendering, including working within our Framework of Service Providers to achieve value for money and to safeguard Owners' interests.
- Arranging Building Insurance cover (for all Fully Factored Customers).
- Providing information updates detailing the works we carry out on your behalf.
- Dealing with specific queries raised about the nature and standard of work.
- Processing and payment of Contractor invoices for all common works and services completed.
- Calculating each Owners share of the works carried out.
- Raising and issuing invoices to each Owner.
- Dealing with specific queries in relation to your account.
- Processing payments received from Owners and setting suitable payment arrangements.
- Taking debt collection action against all non-payers – letters, visits and debt collection agency.

The cost of administering these services across all common areas is additional to the actual cost of the works and is covered in the Factoring Fee.

Services we do not provide

We do not provide an Estate Management service to Owners. For example, we will not become involved in any neighbourhood problems. We cannot take up issues with other agencies on your behalf. As an Owner you should deal with these other agencies direct – for example issues you wish to raise with the police or local authority.

Common Repairs

Where common repairs have been carried out on your behalf, your share of the cost will be billed to you on a future invoice. We will notify you beforehand if the cost of the works is estimated to be in excess of £50 per owner. For essential works over £50 per owner (such as maintenance painter work, roof and gutter repairs for flatted blocks) we will write out and advise owners affected of the cost. For major repairs over £250 per owner we can arrange a stair/block meeting to discuss the proposed works (this can be virtual by Teams or Zoom).

For emergency works estimated to be in excess of £50 per owner we will undertake the works to remove the emergency nature of the hazard/repair and write out to all owners affected as soon as possible.

Where improvements are proposed we will consult with you on the proposed works and only proceed where full agreement has been reached with each Owner affected by the works. We will not carry out non-essential works within an estate unless the majority of owners agree in advance to meet their share of the cost.

Repairs Covered

Repairs can be reported by the methods detailed in the **How to Contact Us** section. Our repairs categories can be found below.For emergency out of hours repairs affecting common areas contact 0131 510 8540 Option 1

Category	Description	Examples	Target Response Time
Emergency	Where there is danger to life or the safety of individuals; loss of wind or water tightness or security	Severe water leaks Full loss of common close lighting Unsafe stonework Smashed/cracked glass Unsafe electrical wiring Unsafe steps/paths/walls Blocked drains	Response within 2 hours to make safe and secure.
Urgent	A necessary item which will cause inconvenience if left unrepaired, or where there is a risk of damage to the building.	Partial loss of common lighting Tracing of running overflows/cracked guttering	Response within 3 working days – complete within 3 working days of any defect
Routine	Items which will not cause any immediate inconvenience and where there is no risk of damage or risk to residents or members of the public.	Missing/broken Tiles. All other items of joinery/electric/plumbing	Response within 8 working days – complete within 8 working days of any defect.
Exception	Upgrades or any other major repairs or unplanned work that we may have to obtain quotes for.	Door entry system faults Uplift of rubbish Follow on roof repairs	Response within 20 working days – complete within 20 working days of any defect.

Cyclical Maintenance & Inspections	Preventative Maintenance or servicing to the common parts of the building fabric (internal & external), common external areas, decoration works, cyclical testing and/or inspection as required by legislation, or the property title deeds.	Roof & gutter cleaning and inspections Fall arrest system testing Common electrical test and safety checks and remedial works Asbestos surveying and monitoring Legionella testing Fire safety inspections Tree surveys Internal & external Common area redecoration	Updates relating to these elements will be communicated via individual letter and the owners newsletter

All works are approved and/or inspected by a member of Manor Estates staff on completion.

Manor Estates staff, contractors and customers have the right to work and live without the threat of physical violence or abuse and to be treated with respect at all times. All our service providers are required to agree to work to our Policy on **Code of Conduct – Staff, Contractors, Customer.**

Please note that emergency repairs instructed by Manor Estates will be in respect of common parts only. Costs for emergency repairs will be apportioned among those owners with liability to pay. Emergency repairs to owners' private property are the owner's responsibility to arrange and pay.

Appendix 3 of this Written Statement of Services details **Current Contractors and Cycles of Work**: -

- Reactive maintenance contractor
- Landscape maintenance contractor
- Stair cleaning contractor
- External decoration cycle
- Other major planned works you should be making financial provision for

Billing

All accounts will be produced on an invoice with a covering letter detailing any specific issues during the billing period.

Billing - Fully Factored customers

Factored accounts are issued twice yearly, summer and winter. The annual factoring, insurance charge (and where applicable, sinking fund charges, if arranged) will be split between the two accounts. The summer account will include full charges for public and private landscape works. Common repair works will be charged on the next account issued after the contractors invoice has been

approved.

Insurance - Fully Factored customers

Block building insurance is arranged annually for fully factored owners through Manor Estates appointed Insurance brokers. For our fully factored customers it is a requirement of your factoring conditions that you take the block insurance.

The block insurance policy runs from 31st March to 30th March annually. In spring each year, each fully factored owner will be issued with a cover note detailing the property re- instatement value, the insurance premium, the policy excess, a summary of cover and claim contact numbers. A full copy of the block building insurance policy is available by contacting the office. The cost of arranging building insurance cover is included in your factoring fee.

All claims under the policy will be made to the appointed broker who will maintain an insurance log that is regularly monitored by the Manor Estates staff.

The insurance re-instatement values are uplifted annually in line with the Royal Institute of Chartered Surveyors (RICS) guidelines. Property revaluations will be undertaken on behalf of all owners covered by the policy at periodic intervals in line with the Property Factor Code of Conduct, at this point commencing at 5 yearly interval. Any owner can apply to adjust the frequency of property revaluations, if backed by a majority of owners, and any owner can increase the insurable value of their property by contacting Manor Estates.

All factoring customers are strongly advised to arrange their own home contents insurance.

Financial and Charging Arrangements

Payments and Debt Recovery

Paying your Account

You can pay your account by:

- Debit or Credit card over the phone by calling AllPay on 0330 041 6497 with your 19 digit reference number
- Online at allpayments.net again using your 19 digit reference number
- Free of charge at any Royal Bank of Scotland branch using the payment slip at the bottom of your account
- By Standing Order – contact your Bank to set this up
- Direct Debit – please contact us to set this up
- By cheque posted to our office at Suite 4, 5 New Mart Place, Edinburgh, EH14 1RW. Please put your address and customer reference number on the back. Payments by cheque may take longer to reach your account.

All accounts are payable within 28 days of date of issue.

Debt Recovery

Payments are required within 28 days of the account being issued. Manor Estates debt recovery policy is to pursue all amounts that we are due, for unpaid accounts as follows:

28 days after the account has been issued a first reminder letter will be issued.
28 days after the first reminder letter a second letter will be sent and an administration charge of £20 will be added to the account.
28 days after the second letter a final letter will be issued and a further administration charge of £50 will be added to the account.

Should the account remain unpaid our solicitors will be instructed to serve a Notice of Potential Liability (NOPL) on the property or we will issue your account to a debt collection agency for recovery of all monies owed. The NOPL will prevent the property being sold until the debt is repaid and could affect the householders' ability to obtain credit. Manor Estates issue NOPL's to owners who continually fail to keep up payments on their accounts, this means that you, as the owner, need to settle the debt before you can sell your property.

Where we take legal action the costs of any legal proceeding are payable by the owner, not Manor Estates and added to the owners account. The owner is responsible for the removal of an Inhibition Order or NOPL served on the property and all the charges associated with their removal.

Our debt recovery procedure is available on request and available on line at **www.manorestates.org.uk**

Money Advice

Manor Estates recognises that money is being stretched to cover more and more bills and expenses, this website **http://www.moneyadvicescotland.org.uk/** may help you to save in areas you might not have thought about.

Other useful numbers for Money Advice:-

Money Advice Scotland Helpline Tel: 0800 731 4722

This is a helpline that provides access to free confidential and independent advice on how to deal with debt problems.

Opening Hours: Monday to Friday 9am – 6pm

National Debtline https://nationaldebtline.org Tel: 0808 808 4000

This is a national helpline that provides free confidential and independent advice on how to deal with debt problems.

Opening Hours: Monday to Friday 9am – 8pm and Saturday 9.30am – 1pm

Business Debtline **https://www.businessdebtline.org**

This is an organisation that offers debt advice for self employed people living in different parts of the country.

Opening Hours: Monday to Friday 9am – 8pm

Sinking Funds

If you pay into a sinking fund for future major repairs, we will issue an annual statement with your account showing the fund value and any works charged to the fund during the billing year. Funds will be held in an interest earning account. Interest earned will be shown on the annual statement as an annual transaction.

Manor Estates will set up sinking funds to cover future major repairs where requested to do so by owners.

Communication Arrangements

Renting out Your Property

If your Title Deeds allow you to rent out your property and you decide to do so, it is essential you keep Manor Estates updated with your current contact information for billing, general communication and emergencies. Even where a letting agent is employed, owners will continue to be liable for factoring related costs and are required to communicate with Manor Estates regarding any factoring issues. Unless you request otherwise, correspondence will be issued to the address of the factored property.

Change of Ownership

You must notify Manor Estates of the forthcoming sale of the property. On receipt of notification of the sale of a property or change of ownership, we will deal with both the sellers and buyers agents or solicitors and arrange the apportionment of the account up to the date of sale. Any outstanding charges will be requested from the sale settlement figure, and credits will be refunded direct to the outgoing owner. Charges for this service are as detailed **Appendix 1 Factoring Service Charges**.

Manor Estates will write to the new owner within four weeks of date of entry into the property, or as soon thereafter we are notified of the sale, with details of the factoring service provided and charging structure.

Review of Charging Structure

The Board of MEAL reviews the factoring charges annually by Spring each year taking into account the full cost of providing the service. We need to ensure we recover the full cost of all the services we do provide, and maintain our service provision. The Factoring Fee, charges for dealing with re-sales and charges for non-payment of accounts are set out in **Appendix 1 Factoring Service Charges**.

Web Page

Our web page **Owners** provides details on a number of topics :

Written Statement of Services, Factoring Services, the Legal position, Frequently Asked Questions, Landscaping, Publications giving links to policies and procedures, and how to Pay your Bill. In addition there is a section where you can make a complaint or comment.

Manor Estates is a member of Happy to Translate and will provide professional language and communication support to customers whose first language is not English, to aid resolution and at no charge.

GDPR and Privacy Notice

Manor Estates Associates Limited is a subsidiary of Manor Estates Housing Association, a Scottish Charity (Scottish Charity Number SCO23106), a registered society under the Cooperative and Community Benefit Societies Act 2014 with Registered Number 2484R(S) and has their Registered Office at Suite 4, 5 New Mart Place, Edinburgh EH14 1RW. We take the issue of security and data protection very seriously and strictly adhere data protection legislation, including the UK General Data Protection Regulation, the Data Protection Act 2018 and Privacy and Electronic Communications Regulations

We are notified as a Data Controller with the Office of the Information Commissioner's Office under registration number ZA611854 and we are the data controller of any personal data that you provide to us.

Manor Estates Associates Ltd. Reg. No. ZA611854
MEAL factoring Customer Privacy Note is available on our webpage, see Publications.

Getting Involved

Manor Estates Housing Associaton (parent company of MEAL) is a membership organisation. It is accountable to its members through its elected Board of Management.The Board is made up of unpaid volunteers. Membership of Manor Estates Housing Association Ltd. is open to anyone with an interest in Manor Estates or in housing in general. The member ship fee is £1.00 and is valid for Life Membership entitling you to attend and vote at the Annual General Meeting and to stand for election to the Board of Management. If you want to know more about membership of the Association or to apply, please contact us at the office.

Complaints Procedure

Our full complaints procedure is available on line at **www.manorestates.org.uk** Alternatively, a printed copy is available on request from our office.

If you have a complaint please tell us what aspect of the service you are unhappy with, what you think should have happened and what you want us to do to put the matter right. You can complain by talking to us in person or by telephone, by writing to us by letter or e-mail or using the form in the Complaints Leaflet.

We operate a **two stage complaint procedure**: -

Stage 1 – Frontline Resolution - Our aim is that these complaints can be dealt with quickly and effectively by frontline staff. In many cases, the response can be given immediately, however if we are not able to give an answer straightaway, we will respond within 5 working days.

Stage 2 – Investigation - We will acknowledge a formal complaint within 3 working days and give a full response within 20 working days. This stage deals with complaints not resolved at Stage 1.

If we are unable to resolve your complaint at Stage 2 and the complaint is considered to be a breach of the Property Factors Code of Conduct, you can refer your complaint to the Housing & Property Chamber, First Tier Tribunals for Scotland.

Details on how to refer your complaint to the Housing & Property Chamber, First Tier Tribunals for Scotland will be in our Stage 2 response letter.

Contact details are: -
Housing & Property Chamber First Tier Tribunals for Scotland
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT

Tel: 0141 302 5900
Email: HPCAdmin@scotcourtstribunals.gov.uk
Web : www.housingandpropertychamberscotland.scot

Termination of Manor Estates as Factor

Estate Common Areas

In the Deed of Conditions for each property there is a right for the majority of owners within an estate to choose to appoint another factor in relation to the management of the estate common areas.

Block Common Parts

The Factoring Agreement allow MEAL to act as factor to the block common parts.

There is also provision within the Factoring Agreement for either the factor or the owners to call a meeting of all owners within the block at which the majority can decide in various matters including termination of the arrangement with Manor Estates on giving 3 months notice in writing and appointing a new factor.

General Appointment of New Factor

There is an over-riding right in terms of the **Title Conditions (Scotland) Act 2003** for two/thirds of the sharing owners to agree to the appointment of a new factor regardless of anything contained within the Title Deeds.

The Property Owners shall be entitled to convene a meeting with not less than 14 days written notice, where they can terminate the appointment of a Factor giving 3 months' notice in writing, and can appoint a Factor.
Manor Estates will continue to act as factor for the estate common areas or block common parts until such time as an alternative factor is fully appointed, and will provide all necessary documentation to the new factor.

How To Contact Us

Tel: **0131 510 8540 (Option 6)**

(if you don't have inclusive calls with your phone you can phone free on 0800 093 8823)

Email: info@manorestates.org.uk

Website: www.manorestates.org.uk

In writing at:

Manor Estates Housing Association Ltd.
Suite 4
5 New Mart Place
Edinburgh
EH141RW

Office Hours:

Monday to Thursday	9.00am to 12:30pm & 1:30pm to 5.00pm
Friday	9.00am to 12:30pm & 1:30pm to 3:30pm

We aim to respond to :

Telephone or text within 24 hours
Email within 48 hours
Written correspondence within 5 working days

If it will take longer to respond to your enquiry we will contact you to confirm a response date.