



## Written Statement of Services

### Introduction

Westscot Living Limited (referred to in this document as 'Westscot Living' / 'we' / 'us'), is a registered property factor under the Property Factors (Scotland) Act 2011. Our Registration Number is PF001008.

### Our legal duties

Westscot Living Limited has a duty under the Property Factors (Scotland) Act 2011 to register as property factor and comply with the Code of Conduct for Property Factors, which sets out minimum standards of practice for registered property factors. The Code of Conduct can be accessed online at [www.gov.scot](http://www.gov.scot) > Publications.

The Code of Conduct states that property factors must provide to homeowners a Written Statement of Services, setting out the terms and service delivery standards of the arrangement in place between us and homeowners.

This document is our Written Statement of Services, in which we set out the terms and conditions of Westscot Living's factoring services. The Appendix attached to this document forms part of our Written Statement of Services (referred to in this document as the 'Written Statement Appendix').

We are required by law to display our property factor registration number on our correspondence.

### Who are we

Westscot Living Limited is a private limited company (Company Number SC675878). Our registered office address is 40 Barrowfield Drive, Glasgow G40 3QH.

Westscot Living Limited is a wholly-owned subsidiary of West of Scotland Housing Association Limited (referred to in this document as the 'Association'), which is a registered social landlord (RSL Registration Number 201) and a registered Scottish charity (SC018486).

## **Our Service Commitment**

Westscot Living Limited aims to provide a quality service to homeowners whilst maintaining value for money and offering homeowners the benefit of our expertise and experience in repairs and maintenance.

## **Authority to act**

Westscot Living Limited is the property factor, acting on behalf of all the homeowners within the block or estate of which your property forms part.

Our authority to act as property factor on behalf of you and the other homeowners in your block or estate is set out in the Written Statement Appendix.

## **Areas we maintain as property factor**

As a property factor, we will manage and maintain certain shared areas or common parts which are owned and/or maintained by more than one homeowner in your block or estate (the "Common Parts"). Your solicitor should have made you aware of your liability in terms of the Common Parts at the time of the purchase of your property.

Further details of the Common Parts which we manage and maintain in your block or estate are set out in Written Statement Appendix.

## **Delegated authority**

We have the delegated authority of the homeowners to instruct and have carried out repairs, maintenance and, where necessary, replacement to the Common Parts of the block or estate which we factor.

If the anticipated cost of any repair, maintenance or replacement works exceeds £5,000 in total or £250 per property (both inclusive of VAT) it shall be instructed and carried out only when the work has been approved by the requisite number of homeowners in the block or development as required by your title deeds, or by a simple majority vote of homeowners if not specified in your title deeds.

However, we may instruct works at a cost exceeding £5,000 in total or £250 per property (both inclusive of VAT) in the event of an emergency or we consider the expense to be justifiable on grounds of health or safety. In these circumstances, we shall be entitled to recover the costs of those works from the homeowners.

## **Your title deeds**

If any part of this Written Statement of Services conflicts with your title deeds, then your title deeds will prevail.

## Services provided

### Core services

The core services which we will provide to your block or estate are set out in the Written Statement Appendix.

### Repair categories

Where our core services include dealing with repairs to Common Parts, these are categorised as follows:

#### EMERGENCY

Where urgent work is required to prevent damage, or in the interests of health and safety, and where there is not time for the property factor to use the normal channels of consultation and decision-making with homeowners.

#### ROUTINE (NON-EMERGENCY)

Where the repair can be carried out within our routine timescales without causing a serious inconvenience to the residents in the block or estate.

#### MAJOR REPAIRS

Non-emergency, non-routine repairs that are not included within our core services.

### Target timescales

Our target response timescales for these categories are as follows:

- Emergency – make safe within 4 hours
- Routine – works carried out within 6 working days
- Major repairs – works carried out within timescale to be notified to homeowners (see 'Major repairs' below)

If we are unable to carry out works within the target timescales (e.g. due to the nature of the works, problems with access to the required areas or availability of suitable contractors or specialist), we will let homeowners know wherever possible.

### How to report a repair

Homeowners can report repairs to WestScot Living Limited by contacting us as follows:-

- By telephone on 0141 550 5612
- By email at [Factoring.Mailbox@westscot.co.uk](mailto:Factoring.Mailbox@westscot.co.uk)
- By writing to us at Westscot Living Factoring Team, 40 Barrowfield Drive, Camlachie, Glasgow G40 3QH

- Our standard opening hours are 9am to 5pm Monday to Thursday and 9am to 4.30pm on Fridays.

### **Out-of-hours service for emergency repairs**

We also provide a courtesy out-of-hours service for emergencies to the Common Parts.

If any emergency repair works are required when our office is closed, homeowners can report these to us by telephone on 0141 550 5612.

### **Repairs to privately-owned property**

Where repairs are reported to us and the source is found to be private property and not Common Parts, then we will hold the relevant homeowner liable for any costs incurred by us or contractors in attending the property and dealing with the repair.

### **Prior defects**

We will not become involved in disputes with contractors, developers, or third-party warranty providers in respect of defects or latent defects in buildings which have had works carried out or been constructed prior to us taking on the factoring service.

### **Routine inspections**

We will aim to visit the block or estate at least once annually to visually inspect the state and condition of the Common Parts. At this visit, we may identify any repair or maintenance works and carry those out in accordance with our target timescales, as above.

Westscot Living Limited will have no liability for any failure to instruct repairs on its own initiative following a visit to the block or estate.

### **Major repairs**

Major repairs will only be carried out at the request of homeowners or if we consider it necessary due to the condition of the Common Parts. All affected homeowners must agree to the works and pay their share of the costs in advance.

Where our parent organisation, the Association, owns the majority of properties within a block or estate, we may act based on instructions from them to carry out major repairs to Common Parts. In those circumstances, we will consult with all homeowners within the block or estate on the need and extent of the works and the process and timetable for carrying out the works.

The cost of major repairs will be apportioned in accordance with the title deeds for the property and will be payable by homeowners in advance of the works being carried out.

We will advise homeowners on availability of local authority grant funding for major repairs and will offer assistance to homeowners to apply for such grants.

## **Additional services**

Where there is overgrown foliage such as large bushes and trees in the Common Parts of the block or estate, we may arrange for these to be trimmed or removed for an additional cost, which cost will be subject to the prior approval of affected homeowners.

Where close painting is not included within our core services, we may agree to arrange this for an additional cost, which cost will be subject to the prior approval of affected homeowners.

## **Appointment and monitoring of Contractors**

Our parent, the Association, carries out the repair and maintenance works for our factoring services.

The Association procures a framework for maintenance contractors through Public Contracts Scotland from time-to-time and the Association will appoint contractors to carry out repair and maintenance works on its behalf as required. All contractors procured this way require to be registered (and maintain their registration) with Construction-line as a condition of eligibility to apply for the framework.

The Association also use some contractors outwith the framework, for example, for specialist work, such as rot works.

Contractors' performance is monitored by the Association on a monthly basis and contractors are given feedback on their performance. Any complaints about contractors' performance are dealt with when the complaint is made. We will work with the Association to pursue the contractor for a satisfactory resolution to any complaints. The Association carries out post inspections of contractors' work against a target which is reviewed annually.

No commission, fee, payment or benefit is received by us or the Association in connection with the appointment of any contractors.

## **Insurance**

Where we are the property factor for a tenement block, we shall effect and keep in force adequate buildings insurance cover, including all necessary Public Liability Insurance, for the buildings and any Common Parts.

We also maintain an adequate professional indemnity insurance policy.

Details of our insurance policies (including the name of the provider, policy number and summary of cover) are available upon request to Factored Owners.

The policy runs from 1 April to 31 March and will be automatically renewed by us on an annual basis for as long as we provide factoring services at your address. The policy is a block policy covering all our factored stock and is fully comprehensive. The premium is payable in advance and is non-refundable.

We normally receive details of the insurance premiums in Spring and Invoices for the full premium covering the period 1 April to 31 March will be issued to owners as soon as this information is made available to us.

Continuity of cover is dependent upon prompt payment of your factoring account. New owners of existing property factored by us are provided with a copy of the Insurance Schedule when they take ownership of the property. Owners of new properties to our factoring service are given a copy of the Insurance Schedule with the initial paperwork sent out enquiring about our service.

A reinstatement value should be provided by homeowners. Alternatively, we can organise a valuation, the cost of which will be borne by homeowners and added to the factoring invoices.

The Insurance premium for new factored properties is payable prior to commencement of the service. Where your property forms part of a common block, all owners must either opt in or out of the policy.

We do not earn any commission, administration fee, rebate or other payment or benefit in connection with the insurance policy, other than our Factoring Administration Fee, as specified in the Written Statement Appendix, and we have no financial interests with them.

Procedure for submitting insurance claims:

Westscot Living Limited will submit insurance claims on the homeowners' behalf for the common/external parts of buildings (e.g. the roof, common close, front entrance door where your property forms part of a common block) and if the claim is approved by the insurer, the claim and any settlement will be apportioned between the homeowners and will show on your factoring invoice.

All incidents of communal damage (e.g. vandalism, flooding, fire or storm damage) must be reported to us within 7 days of the incident to allow us to process the claim on homeowners' behalf. The Police must be notified immediately in the event of theft or malicious damage.

We will deal with all aspects of the claim under our control promptly and efficiently and homeowners will see any claims made on their behalf noted on their next invoice.

With regard to internal damage, homeowners should contact us promptly and certainly within 21 days if they would like to make an insurance claim for damage to the internal parts of their property (e.g. the walls, ceilings, kitchen units, flat entrance door). The Police should be notified immediately where theft or malicious damage has taken place.

An insurance claims form will be sent to the homeowner and should be signed and returned to our office with any photographs and quotes/invoices for onward

transmission to the insurers. The Insurers will then liaise directly with the homeowners to completion of the claim.

## **Financial and charging arrangements**

Westscot Living Limited will invoice homeowners for their share of costs of providing the core services in accordance with the title deeds, or where appropriate the Tenements (Scotland) Act 2004, Title Conditions (Scotland) Act 2003 or any other relevant legislation.

### **Apportionment of costs**

Where the cost is less than £250 per property or £5,000 in total (both inclusive of VAT), any works arranged by us will be apportioned in accordance with the title deeds for your property and added to your factoring account.

For larger repairs over £250 per property or £5,000 in total (both inclusive of VAT) or for cyclical maintenance, such as close painting, homeowners will require to pay all monies due prior to the works being instructed. If some homeowners do not pay in advance, we may have to cancel the works, in which case any payments received will either be returned or will be credited to homeowners' factoring accounts and homeowners will be advised that the works are not being taken forward.

In certain cases, we may agree to carry out the repairs and add the unpaid costs to the non-paying homeowners' factoring accounts – this is entirely at our discretion. Other homeowners also have the option to pay the non-paying homeowner's share of costs, but we cannot take legal action against the non-paying homeowner to recover these costs, nor would we pursue the debt - although the paying homeowners may have the right to do so.

In cases where the works exceed £250 per property or £5,000 in total (both inclusive of VAT) and it is an emergency, we reserve the right to instruct the works and add the costs to homeowners' factoring accounts. In that event, we shall notify homeowners in writing as soon as reasonably practical after the works are carried out.

Where any owners within a block have accrued factoring debt, we reserve the right to withdraw non-core services such as non-emergency repairs until such debts are paid. Where non-emergency works are requested under £250 we reserve the right to ingather funds for such works prior to instruction where there is debt outstanding. We also reserve the right, where applicable, to apportion non paying owners' debts to the other owners within the block. Owners would be notified in advance of our intention and any action taken in this regard would be in line with Current Legislation and the Title Deeds for the property. Where repairs are of a Health & Safety Nature, we reserve the right to ingather funds in advance from owners where it is deemed safe to do so.

### **Invoices**

Factoring invoices are issued 6 months in arrears in November and May each year and are sent by email unless otherwise requested. The November account will cover

period 1 April to 30 September. The May account will cover the preceding period 1 October to 31 March.

Both May and November invoices include our Factoring Administration Charge for the six month billing period.

Other items that will appear on invoices (where applicable) include small repairs costs, stair lighting costs, common electricity charges, close cleaning, gutter cleaning, attic inspections, roof anchor inspections, larger repair costs that have been paid in advance by some or all homeowners in advance of the works proceeding, common work insurance costs/settlement. This list is not exhaustive.

Payment of invoices will be due 28 days from the date of the invoice.

### **Payment methods**

Wescot Living Limited accepts payments made to us for our factoring services by any of the following methods:-

- Direct Debit
- Standing Order
- Payment by card over the telephone
- Electronic bank transfer

Homeowners are encouraged to pay by standing order or direct debit to accrue monies towards future accounts and spread the cost.

We do not accept cash as a means of making payment for our factoring services.

Further payment details will be provided on our invoices and on any correspondence from us requesting payment.

### **Fees**

#### **MANAGEMENT FEE**

Westscot Living charge a Management Fee for its services, which covers the following:

- staff time for managing the service provided at your property;
- liaising with adjacent property factors/owners where necessary to allow us to fulfill our duties;
- office overheads;
- handling enquiries;
- processing repairs;
- administration of cyclical contracts;
- issuing factoring accounts and pursuing payments and the administration of monitoring payments including legal advice in respect of court action;
- the first 5 hours dealing with Title Deed issues;



- administration of the block insurance policy;
- Correspondence;
- annual common area inspection;
- production of homeowners' newsletters;
- administration of owners' forum;
- registration fee required under Property Factors (Scotland) Act 2011;
- The fee is calculated by reviewing the cost of the staffing and the corresponding proportion of office overheads and adjusting these in line with our annual budget.

Our Management Fee, which is a flat rate fee per individual unit, is reviewed annually and is split over 2 invoices issued in May and November each year. The current Management Fee is set out in the Written Statement Appendix.

Owners are notified by letter in March each year of any increase in the Management Fee.

#### CO-ORDINATION FEE FOR MAJOR REPAIRS

Where major repairs are carried out, Westscot Living Limited may charge a co-ordination fee to cover reasonable time spent to take the contract to site start. This co-ordination fee will be advised to homeowners in advance.

This may include:

- A co-ordination fee of 5% of the total cost of such works (excluding VAT) for the administration of repairs over £5,000. This fee is apportioned as per the title deeds for the property or, where agreed with the homeowners, divided equally between the affected properties.
- A co-ordination fee of 1% of the works cost for fabric repair schemes involving a local authority grant. This fee is apportioned as per the title deeds for the property.

#### FEE FOR COPIES

We will charge for additional copies of documentation previously provided to homeowners e.g. rot guarantees, planning consents, building warrants and completion certifications, drawings. The fee will be £50 plus VAT per request, payable in advance.

If hard copies of correspondence or factoring invoices are requested, we will charge £5 a document (there is no charge for emailed copies). These charges cover staff time, storage, photocopying costs, overheads etc.

#### SALES ADMINISTRATION FEE

Westscot Living Limited will charge a Sales Administration Fee of £50 plus VAT for provision of information to solicitors in respect of sales and remortgages chargeable to the outgoing homeowner.

Where this information is requested at short notice, i.e. within 5 working days of the sale taking place, the Sales Administration Fee will increase to £150 plus VAT.

No information will be given to solicitors until payment of the Sales Administration Fee and retention sum or irrevocable mandate have been received and the irrevocable mandate must be signed by the outgoing homeowner stating their solicitor will hold funds to settle the final factoring account.

#### LATE PAYMENT FEE

Westscot Living Limited reserves the right to charge a late payment fee of £25 plus VAT if accounts are not settled in full by day 35 following invoice issue. If homeowners contact us within this period to advise us that they are experiencing financial difficulties and a payment plan is agreed then this fee will not be charged providing the agreed plan is adhered to. If the payment plan is not adhered to and no further agreement or revision to the plan has been made, the charge will be applicable.

#### NPL COSTS

If Westscot Living Limited register a Notice of Potential Liability (NPL) against your property due to non-payment of factoring invoices, you will be charged the costs for the original placement and any subsequent renewal of the NPL if the debt is still outstanding. We will only discharge an NPL upon request and will only do so once all debts and charges have been paid.

#### COSTS OF LEGAL ADVICE

Owners will be charged for any legal advice required to resolve any title deed issues relating to Common Property, for example if there is a conflict between different property's title deeds within the Block which affects the Common Parts. Westscot Living Limited will charge homeowners an additional administration charge of £30 + VAT per hour for every hour above 5 hours spent on dealing with such issues in addition to direct legal costs.

#### FEE FOR NEW FACTORING CUSTOMERS

Westscot Living Limited will charge a one-off administration fee of £40 per property on the first invoice for any blocks or estates which we have taken on as property factor. This shall not apply to any blocks or estates which we have taken over from the Association as property factor. Where we require to draw down Title Deeds on owners behalf to establish shares etc, we will levy a charge of £15 plus Vat for this information.

#### FACTORING DEPOSIT

New factoring customers may also be asked to pay an up-front deposit prior to us taking on their block or estate as property factor. The amount of the deposit shall be notified to new factoring customers on demand.

The factoring deposit charged to properties at the beginning of the factoring service becomes the float for the property and will be reimbursed to the homeowner on sale of their property or when we withdraw from the provision of factoring services. This applies where the deposit has not already been offset against the homeowners' first factoring invoice.

#### **FEE FOR SUPPORTING DOCUMENTATION**

Supporting documentation for items included on the factoring invoices are available for 14 days from date the invoice is issued. Thereafter we reserve the right to levy a fee for this information and this will be £5+ VAT per document, payable in advance. This covers staff time, storage, photocopying costs and overheads.

#### **Debt recovery procedure**

Westscot Living Limited will issue factoring accounts in November and May each year. These accounts include methods of payment and confirmation that the account should be paid within 28 days of receipt, together with a record of standing order payments received.

The homeowner may ask that any disputed debt is dealt with in terms of our complaints' procedure (see 'Complaints Procedure' below).

If payment is not received within 28 days a further reminder is sent requesting payment within 7 days and reserving the right to cancel your buildings' insurance in respect of non-common repairs due to non-payment of the premium (May accounts only). This reminder will also intimate that legal action may be instigated.

We will then attempt to contact homeowners by telephone or email regarding payment.

If full payment is not received by day 35 and no response has been received, a late payment fee of £25 + VAT will be added to the account.

If there is still no response, or an acceptable repayment arrangement is not entered into, a decision will be taken by Westscot Living Limited on legal action for recovery of the outstanding debt and/or lodging a Notice of Potential Liability against the homeowner's titles.

If legal action is to be taken, we will write to the homeowner concerned and advise them of the decision.

We will seek to recover any costs incurred in legal action for debt recovery, as permitted by the court.

In more serious cases, non-payment of factoring accounts can also result in Westscot Living Limited withdrawing its services from blocks or estates where a high level of debt has accrued. As this will affect all homeowners at the property, all homeowners are advised in writing that the service is in jeopardy and of our decision to withdraw services (where applicable) and the withdrawal date (where applicable).

A copy of our Factoring Arrears Policy is available on our website ([www.westscot.co.uk/](http://www.westscot.co.uk/)) or on request from our office.

If you are in financial difficulty, free impartial debt advice can be obtained from <https://www.mygov.scot/support-money> where you will find links to Citizens Advice Bureau (money & debt advice), Stepchange.org (coping with stress and debt) and Money Advice (help with clearing your debt).

## **Communication and Consultation**

### **Access to information**

Homeowners can access any information, documents and policies/procedures that they may need to understand our operation as property factor either from our website or on request from our office.

### **Contact us**

You can contact us by:

- e-mail at [Factoring.Mailbox@westscot.co.uk](mailto:Factoring.Mailbox@westscot.co.uk);
- telephone on 0141 550 5612; or
- writing to: Westscot Living Limited, Factoring Team, 40 Barrowfield Drive, Camlachie, Glasgow G40 3QH.

### **Responding to enquiries**

We will endeavor to respond to all communications received via post within 5 working days. Emails will be responded to within 5 working day.

Our standard working hours are 9am to 5pm Monday to Thursday and 9am to 4.30pm on Fridays.

### **Complaints procedure**

We will respond to a stage 1 complaint within 5 working days. If you are not happy with our response, you can ask us to reconsider.

We will acknowledge your stage 2 complaint within 3 working days and will give you our decision as soon as possible and always within 20 working days unless there is a good reason for needing more time.

We will retain all information relating to your complaint for 3 years from the date of the complaint.

If you are not satisfied with our response, you can then take your complaint to the First-tier Tribunal for Scotland (Housing and Property Chamber). An application to the Tribunal must be in writing. An application form can be downloaded from their website [www.housingandpropertychamber.scot](http://www.housingandpropertychamber.scot) or requested from the Tribunal office.

The Tribunal's contact details are as follows:-

Housing & Property Chamber, First-tier Tribunal for Scotland, Glasgow  
Tribunals Centre, 3<sup>rd</sup> Floor, 20 York Street, Glasgow, G2 8GT

Telephone: 0141 302 5900

Email: [HPCAdmin@scotcourtribunals.gov.uk](mailto:HPCAdmin@scotcourtribunals.gov.uk)

Website: [www.housingandpropertychamber.scot](http://www.housingandpropertychamber.scot)

The attachments which must accompany the application form to the Tribunal are as follows-

- (1) evidence that the homeowner has notified the property factor of the complaint and that the property factor has refused to resolve the complaint or has unreasonably delayed resolving the complaint;
- (2) copies of any correspondence which the homeowner has sent and received from the property factor regarding the complaint, including the factor's response to notification of the complaint; and
- (3) a copy of any Statement of Services provided by the property factor.

## **How to end the arrangement**

### **Change of homeowner**

If you are selling your property, you should instruct your solicitor to notify us as soon as possible, and no later than 20 working days, in advance of the date of sale to allow us to advise on any retention monies that should be held to cover the final common charges liability.

We will require you, the outgoing homeowner, to provide us with a signed irrevocable mandate stating that your solicitor will hold funds to settle the final factoring account

You or your solicitor should provide us with the name(s) of the purchaser(s) and contact details for the purchaser(s) or their solicitors, as well as your forwarding address.

We charge a sales administration fee (details of which can be found in the 'Fees' section of this document) which is payable by you, the outgoing homeowner(s), in advance of any sale.

Westscot Living Limited is required under the Code of Conduct to provide new homeowners with details of our service within four weeks of the change of ownership, so it is important that we are notified as soon as possible of any impending sale.

We issue bills in November and May each year and your final account will be issued during the first invoice run after your sale. This is to allow for all relevant supplier invoices to be received and processed. Any credit due back to you at this time will be returned with your final invoice either via cheque or bank transfer (if bank details are provided).

## Termination of factoring services

Should homeowners wish to terminate Westscot Living Limited's appointment as property factor, this will need to be done as per the title deeds, or, where the title deeds are insufficient or silent, as set out in the Tenement (Scotland) Act 2004 or the Title Conditions (Scotland) Act 2003, as applicable.

We may wish to terminate our factoring services in certain circumstances, usually for nonpayment of factoring accounts, or an inability to maintain the building due to homeowners not wishing to pay for repairs. If so, we will write to homeowners advising the reasons for which the service has been jeopardised and that if matters are not resolved, we may decide to withdraw the service.

If matters are not resolved to our satisfaction and we decide to withdraw our factoring services for the block or estate, we will write to homeowners advising of the decision and giving at least six weeks' notice of the withdrawal date.

Alternatively, if matters are resolved satisfactorily, we will write to homeowners advising that the service is no longer in jeopardy and of any conditions made for continuing the service.

If the service is terminated, we will issue final accounts, reconciling any standing order payments and refunding any credit remaining on the account.

Where our service has either been withdrawn or homeowners have decided to terminate our service, we will work with the incoming property factor to ensure smooth transition of the service in compliance with current data protection legislation.

To enable transfer of certain information to the incoming property factor, we may require homeowners to sign a letter of authority agreeing to the transfer of documentation. Homeowners would also be required to pay any outstanding balances and lodge a retention with us to cover the final common charges liability. Where we provide Buildings Insurance, homeowners should ensure that they have sufficient cover in place at our date of termination as our cover will cease on this date.

## Transparency Statement

We, West of Scotland HA, are the controller of the personal information that we hold about you, which means that we are legally responsible for how we hold and use personal information about you. It also means that we are required to comply with data protection laws when holding and using your personal information.

We have appointed a Data Protection Officer (DPO), Jennifer Cairns, who ensures that we comply with data protection law. If you have any questions about this statement or how we hold or use your personal information, please contact the DPO by: e-mail at [jennifer.cairns@westscot.co.uk](mailto:jennifer.cairns@westscot.co.uk); telephone on 0141 550 5625; or writing to: The Data Protection Officer, West of Scotland Housing Association Limited, Camlachie House, Barrowfield Drive, Camlachie, Glasgow, G40 3QH.

You can also contact us by: e-mail at [info@westscot.co.uk](mailto:info@westscot.co.uk); telephone on 0141 550 5600; or writing to: West of Scotland Housing Association Limited, Camlachie House, Barrowfield Drive, Camlachie, Glasgow, G40 3QH.

Your attention is particularly drawn to section 2 of this statement, which confirms that you consent to your personal information and sensitive personal information being held and used by us as described in section 1 of this statement.

## **1. What personal information do we hold and use about you and why?**

As part of your factoring agreement with us, we hold and use the personal information that you provided to us and / or other personal information that we may obtain from you when you contact us and / or complete an "Owner / Occupier Update" form and from third parties on an ongoing basis.

We use such personal information for the following purposes:

- providing you with services as the factor of your property;
- communicating with you, including to: respond to your enquiries; notify you of any major repairs required to the common parts of the building in which your property is located; invite you to attend owners' meetings; and ask you to complete satisfaction surveys;
- improving our services and responding to changing needs;
- factoring management and administration, including carrying out repairs to the common parts of the building in which your property is located and processing your common charges and / or service charge invoices and payments;
- recovering any outstanding charges from you; and
- keeping the personal information that we hold about you accurate and up-to-date.

## **2. What is our legal basis for holding and using your personal information?**

Data protection laws require us to have a legal reason for holding and using your personal information.

In some circumstances, we may rely on your consent as the legal reason. By providing us with your personal information and sensitive personal information (relating to your health, racial or ethnic origin, religious or other beliefs or sexual orientation) and the personal information and sensitive personal information of other members of your household (for example, an alternative contact in the event of an emergency), you:

- consent to it being used by us as described in section 1 of this statement; and

- confirm that you have informed the other members of your household of 12 years old and above of the content of this statement and they have provided their consent to their personal information and sensitive

personal information being used by us as described in section 1 of this statement.

You and the other members of your household have the right to withdraw your consent to us holding and using your and their personal information and sensitive personal information by contacting us. Once you / they have withdrawn your / their consent, we will no longer use your / their personal information and sensitive personal information for the purpose(s) set out in section 1 of this statement, which you originally agreed to, unless we have another legal reason for doing so.

Our other legal reasons for holding and using your personal information are:

- performance and management of the factoring agreement between us;
- legal and regulatory obligations which apply to us as a property factor;
- protection of your vital interests; and
- our legitimate interests – while you have a legitimate interest in the protection of your personal information, we also have an overriding legitimate interest in handling and using your personal information, including sharing it with our contractors and service providers (listed in section 3 of this statement), for the purposes described in section 1 of this statement.

### **3. Who do we share your personal information with?**

We share your personal information with the following organisations for the purposes described in section 1 of this statement:

- our contractors to undertake repairs, works and maintenance to the common parts of the building in which your property is located;
- our service providers to maintain the systems on which your personal information is stored and to allow you to make payments of charges to us;
- our Solicitors for providing advice on debt recovery actions;
- our debt collection and tracing agents for the recovery of charges payments; and
- An external research company to undertake owner satisfaction surveys on our behalf

### **4. How long do we keep your personal information?**

We will only keep your personal information for as long as we need to for the purposes described in section 1 of this statement, including to meet any legal, accounting, reporting or regulatory requirements. More information is contained in our data retention policy, which is available by contacting our DPO.



## **5. What rights do you have in relation to your personal information that we hold and use?**

It is important that the personal information that we hold about you is accurate and current. Please keep us informed of any changes by contacting our DPO. Under certain circumstances, the law gives you the right to request:

- A copy of your personal information and to check that we are holding and using it in accordance with legal requirements.
- Correction of any incomplete or inaccurate personal information that we hold about you.
- Deletion of your personal information where there is no good reason for us continuing to hold and use it. You also have the right to ask us to do this where you object to us holding and using your personal information (details below).
- Temporarily suspend the use of your personal information, for example, if you want us to check that it is correct or the reason for processing it.
- The transfer of your personal information to another organisation.

You can also object to us holding and using your personal information where our legal basis is a legitimate interest (either our legitimate interests or those of a third party).

Please contact our DPO if you wish to make any of the above requests. When you make a request, we may ask you for specific information to help us confirm your identity for security reasons. You will not need to pay a fee when you make any of the above requests, but we may charge a reasonable fee or refuse to comply if your request for access is clearly unfounded or excessive.

## **6. Feedback and complaints**

We welcome your feedback on how we hold and use your personal information, and this can be sent to our DPO.

You have the right to make a complaint to the Information Commissioner, the UK regulator for data protection, about how we hold and use your personal information. The ICO's contact details are as follows:

Telephone: 0303 123 1113 or Website: <https://ico.org.uk/concerns/>

If you would like to receive this statement in alternative format, for example, audio, large print or braille, please contact us.

## **7. Updates to this statement**

We may update this statement at any time, and we will provide you with an updated version when are required to do so by law.

**Updates to this statement**

We may update this statement at any time, and we will provide you with an updated version when we are required to do so by law. This version of the statement was produced on 2 September 2025.