

PERTH AND KINROSS COUNCIL

Housing and Health Committee

12 March 2014

**Terms and Conditions for the Provision of a Factoring Service
Property Factors (Scotland) Act 2011**

Report by Executive Director (Housing and Community Care)

PURPOSE OF REPORT

To seek committee approval of the proposed Terms and Conditions for the provision of a Factoring Service under the Property Factors (Scotland) Act 2011. The proposals outline the arrangements that Perth and Kinross Council are offering to private owners within multi-tenure blocks, including charges.

1. BACKGROUND / MAIN ISSUES

- 1.1 At the meeting of Housing and Health Committee on 31 October 2012 (Report 12/481) Committee were advised of the Property Factors (Scotland) Bill and its implications for Perth and Kinross Council.
- 1.2 This private members Bill was introduced in the Scottish Parliament in 2010 in response to concerns about the way some property and land management services were being delivered in Scotland. It sought to create a statutory framework to provide increased protection for homeowners in Scotland who receive services from factors. The majority of the provisions of the Act came into force on 1 October 2012.
- 1.2 The Act makes provision for the creation of a Register of Property Factors, and for a Code of Conduct, prepared by the Scottish Ministers, which all registered property factors must adhere to. It also provides for a new statutory dispute resolution mechanism for owners, consisting of a Homeowner Housing Panel and Homeowner Housing Committees. Perth and Kinross Council has been registered since 1 October 2012.
- 1.3 The Act applies regardless of whether a formal factoring agreement is in place, as long as there are managed common parts of the property in question or, where the land managed or maintained is available for use by adjoining or neighbouring residential proprietors or where owners are required by their title deeds to pay a share of its management or maintenance costs. The services provided by factors are therefore diverse, but will normally include repairs and other services for common parts of residential property as well as the maintenance of land.

- 1.4 The Executive Director of Housing and Community Care was named as the responsible person in respect of the Property Factors (Scotland) Act 2011.
- 1.5 Since 1 October 2012 all registered property factors in Scotland have a statutory obligation to adhere to the Code of Conduct. A key element of the Code is the requirement for a written statement to be issued to each homeowner where a factoring service is provided. The written statement must be provided within one year of registration.
- 1.6 Housing Repairs and Improvements Service in conjunction with Neighbourhood Services held open meetings in September and October 2013 for consultation and voting purposes. All owners within multi-storey blocks were invited to vote for or against appointing Perth and Kinross Council as Property Factor. The decision to appoint a factor is made by the majority of owners and the dissenting minority are bound. The Council has one vote for every flat it owns as detailed below:-

Property Address	No. of Council Owned Flats	No. of Privately Owned Flats
1 to 8 Charterhouse Ct	6	2
7 to 51 Pomarium Flats	28	17
52 to 95 Pomarium Flats	31	13
1 to 35 Market Court	12	23
1 to 35 Milne Court	18	17
1 to 35 Lickley Court	19	16
1 to 48 Potterhill Flats	29	19
Total No. of Flats	143	107

- 1.7 The voting process for all private owners was completed during October 2013. The responses are detailed below:-

Property Address	No. of Private Owners Agree	No. of Private Owners Disagree	No. of Nil Responses	No. appeals lodged
1 to 8 Charterhouse Ct	1	0	1	0
7 to 51 Pomarium Flats	6	1	10	0
52 to 95 Pomarium Flats	3	0	10	0
1 to 35 Market Court	17	0	6	0
1 to 35 Milne Court	10	0	7	0
1 to 35 Lickley Court	7	1	8	0
1 to 48 Potterhill Flats	11	0	8	0

- 1.8 After all responses were collated there was another opportunity for private owners to appeal against the majority decision. Each private owner who disagreed or had not responded was given information and advice on how they could appeal the majority decision. They were given a 28 day appeal period where they could contact Perth Sherriff Court and lodge any objections. No objections were lodged during the appeal period and confirmation that Perth and Kinross Council were appointed as Factors as of 1 April 2014 was sent to each private owner in January 2014.

2. PROPOSALS

- 2.1 The Terms and Conditions attached as Appendix 1 to the report aim to provide the written statement required under the Code of Conduct. The written statement must set out, in a simple and transparent way, the terms and service delivery standards of the agreement.
- 2.2 A single invoice will be issued to each private owner in April of each year to cover the standard annual charges relevant to their property. The only annual charges currently invoiced to private owners are for stair lighting, caretaking and district heating. The full list of all annual charges to be included in the Factoring Terms and Conditions in Appendix 2 attached.
- 2.3 The standard annual charges for stair lighting, caretaking and district heating will increase in line with the agreed rent increase agreed by Committee. All other annual costs will be based on actual expenditure to contractors throughout the financial year.
- 2.4 There are nine smaller blocks in the City/Central and Letham area that over the years through Right to Buy are now all privately owned. Perth and Kinross Council currently provide these blocks with a stair lighting provision. The owners of these properties will be written to individually and asked whether they wish Perth and Kinross Council to remain as factors for their block or if they wish to appoint another factor. This is for the stair lighting provision only and will not include repairs to communal areas.

Property Address	No. of Council Owned Flats	No. of Privately Owned Flats
14A-B Firbank Road	0	2
28-30 Firbank Road	0	4
35a to 35d Logie Crescent	0	4
6A-B Campsie Road	0	2
35 to 42 Cara Place	0	8
100A-B Glengarry Road	0	2
31A-D Victoria Street	0	4
1A-B Cross Street	0	2
86A-B Rannoch Road	0	2
Total No. of Flats	0	30

- 2.5 There are 114 smaller blocks throughout Perth and Kinross that are now fully privately owned. Perth and Kinross Council do not provide these blocks with any maintenance or stair lighting provision and there are no plans to include these blocks in the factoring service.
- 2.6 There are 1100 multi tenure blocks throughout Perth and Kinross where the procedure set out in the Tenement Management Scheme, which forms part of the Tenements (Scotland) Act 2004, will be followed for any future works that are required. This procedure allows a majority of owners to decide whether or not repairs to common parts should be carried out, gives any dissenting minority the opportunity to appeal a majority decision and provides a mechanism for recovering the cost of repairs from owners. The responsibility for repairs does not lie solely with Perth and Kinross Council as private owners have a legal obligation to ensure that these properties are kept to a tolerable standard.

3. CONCLUSION AND RECOMMENDATIONS

- 3.1 Housing and Health Committee are requested to approve the Terms and Conditions of the Factoring Service detailed in Appendix 1 which will ensure that Perth and Kinross Council meets its statutory obligations under the Property Factors (Scotland) Act 2011.
- 3.2 Housing and Health Committee are requested to approve the Annual Factoring Service Fee and charges within the Terms and Conditions and detailed in Appendix 2.
- 3.3 It is recommended that the Executive Director of Housing and Community Care provides a report to Housing and Health Committee in April 2015 informing of the success of the Factoring Service and the income received.

Author(s)

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Approved

Name	Designation	Date
John Walker	Executive Director (Housing and Community Care)	12 March 2014

If you or someone you know would like a copy of this document in another language or format, (on occasion only, a summary of the document will be provided in translation), this can be arranged by contacting June Beverley



Council Text Phone Number 01738 442573

1. IMPLICATIONS, ASSESSMENTS, CONSULTATION AND COMMUNICATION

Strategic Implications	Yes / None
Community Plan / Single Outcome Agreement	Yes
Corporate Plan	Yes
Resource Implications	
Financial	Yes
Workforce	Yes
Asset Management (land, property, IST)	Yes
Assessments	
Equality Impact Assessment	Yes
Strategic Environmental Assessment	None
Sustainability (community, economic, environmental)	None
Legal and Governance	None
Risk	Yes
Consultation	
Internal	Yes
External	Yes
Communication	
Communications Plan	Yes

1. Strategic Implications

Community Plan / Single Outcome Agreement

- 1.1 The Single Outcome Agreement for Perth and Kinross has five concurrent outcomes which provide clear strategic direction, inform decisions at a corporate and service level and shape resources allocation. The following are relevant to this report.

- Promoting a prosperous, inclusive and sustainable economy
- Creating a safe and sustainable place for future generations

Corporate Plan

- 1.3 The proposal relates to the Council's Corporate Plan Objectives in the same way as detailed above.

2. Resource Implications

Financial

- 2.1 The Terms and Conditions are aimed at ensuring all income due to Perth and Kinross Council is recovered by private Owners within multi-tenure blocks.

Workforce

- 2.2 There are no direct workforce implications regarding this report. All consultation and administrative work required will be carried out by existing staff within Neighbourhood Services and Housing Repairs and Improvements Service.

Asset Management (land, property, IT)

- 2.3 The properties included in this report relate to multi-tenure blocks that Perth and Kinross Council currently provide services to.

3. Assessments

Equality Impact Assessment

- 3.1 Assessed as **relevant** and the following positive outcomes expected following implementation:
- There are provisions in place for those who are unable to pay the full amount in one instalment e.g. payment plans/schedules can be arranged

Strategic Environmental Assessment

- 3.2 The Environmental Assessment (Scotland) Act 2005 places a duty on the Council to identify and assess the environmental consequences of its proposals.

This section should reflect that the proposals have been considered under the Act and no further action is required as it does not qualify as a PPS as defined by the Act and is therefore exempt.

Risk

- 3.3 The risks associated with the non-payment by private owners will be monitored on an ongoing basis by Housing Repairs and Improvement Service.

4. Consultation

Internal

- 4.1 The Finance Section, Legal Services, Corporate Insurance and Neighbourhood Services have been consulted on this report.

External

- 4.2 All private owners have been consulted in the preparation of this report.

- 4.3 The Tenant Committee Report Panel considered this a very well written report and supports the implementation of this service.

5. Communication

- 5.1 Communication with private owners affected by this proposal was undertaken by means of letters and locally arranged open meetings. The Convenor, Vice Convener and local ward elected members were copied into correspondence and dates of public meetings.

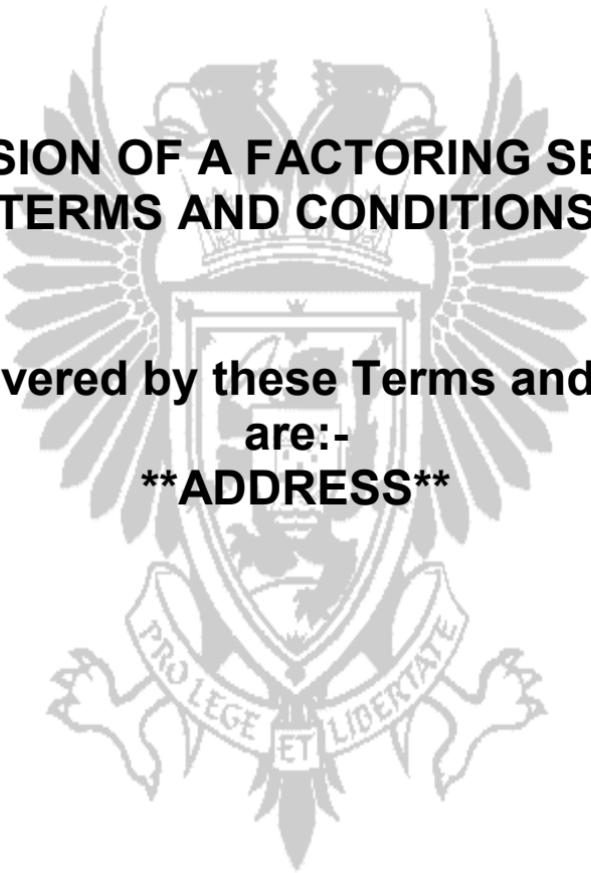
2. BACKGROUND PAPERS

Property Factors (Scotland) Act 2011 : Code of Conduct for Property Factors
<http://www.scotland.gov.uk/Publications/2012/07/6791>

Report to Housing and Health Committee, 31 October 2012 (Report Ref 12/481)

3. APPENDICES

Appendix 1 – Terms and Conditions for the Provision of a Factoring Service
Appendix 2 – Annual Charges to Private Owners



**PROVISION OF A FACTORING SERVICE
TERMS AND CONDITIONS**

**Subjects covered by these Terms and Conditions
are:-**

****ADDRESS****

*PERTH &
KINROSS*
COUNCIL

Contents

Section 1: Authority to Act

Section 2: Services Provided

Section 3: Reporting Communal Repairs

Section 4: Financial and Charging Arrangements

Section 5: Insurance

Section 6: Voting

Section 7: How to End the Factoring Agreement

Section 8: Communication, Consultation and Complaints

Section 9: Disputes with Perth and Kinross Council

Section 10: General

Appendices

Appendix A: Schedule Part 1 – Services Provided

Appendix B: Schedule Part 2 – Allocation of Costs

Appendix C: Schedule Part 3 - Timescales

Appendix D: Schedule Part 4 – Debt Recovery Procedure

Appendix E: Schedule Part 5 – Complaints Procedure

These are the Terms and Conditions for the provision of a factoring service to owner occupiers by Perth and Kinross Council. Our principal office is at 2 High Street, Perth, PH1 5PH. Owner occupiers are referred to as “Owners” and the Council is referred to as “PKC” in this document.

PKC is registered as a property factor under the Property Factors (Scotland) Act 2011 and as such is bound by the terms of the statutory Code of Conduct for Property Factors as agreed by the Scottish Parliament under the terms of the Property Factors (Scotland) Act 2011. These Terms and Conditions are intended to conform to the Code. The Code states that PKC must provide each homeowner with a written statement setting out, in a simple and transparent way, the terms and service delivery standards of the agreement.

1 Authority to Act

PKC is the Property Factor acting for and on behalf of all Owners within the block of flats of which your property forms part. PKC was appointed to act as Property Factor in accordance with the provisions of either the title deeds relating to your property or in accordance with the Tenements (Scotland) Act 2004 or the Title Conditions (Scotland) Act 2003, if applicable.

2 Services Provided

2.1. Core Services

PKC will provide the core services to external and internal **Common Parts only**, as set out in Schedule Part 1 attached. PKC will have no liability for any failure to instruct repairs following a visit to the property/block. The services do not apply to internal repairs to individual dwellings that remain the responsibility of the individual Owner or to external parts of the building which are owned exclusively or jointly by one or more Owners but are not owned in common by all the Owners of the block (e.g. windows, external doors of individual flats, stores).

2.2 Delegated Authority

PKC has the delegated authority of the Owners within the block to instruct and have carried out repairs and maintenance to the common parts of the block being factored provided that the anticipated cost to each Owner of any one item at the time when it is instructed will not exceed £50 excluding VAT or such other sum as may be agreed with a majority of Owners of the block or development.

If the anticipated cost of any such item exceeds £50 excluding VAT per Owner it shall be instructed and carried out only when the work has been approved by the requisite number of Owners in the block as required by your title deeds or, if the title deeds do not specify such a number, in terms of the Tenement Management Scheme forming part of the Tenements (Scotland) Act 2004.

PKC may also instruct works at a cost exceeding £50 excluding VAT per Owner but only if the works, in the opinion of PKC, are required as an emergency. An emergency repair would be where urgent work is required to prevent damage, or in the interests of health and safety, and where there is not time to use the normal channels of consultation and decision-making. PKC shall recover the costs of those works in terms of Schedule Part 2 of these Terms and Conditions.

2. 3 Additional Services

PKC may, at its discretion, provide services outwith the core services set out in Schedule Part 1 if it is requested and authorised by the majority of Owners within the block to do so. The costs of such works will be agreed by the majority of the sharing Owners within the block prior to the work being carried out and the costs of carrying out the work shall be apportioned in accordance with Schedule Part 2 of this Agreement. PKC may include reasonable conditions in respect of payment for the provision of any additional services.

3 Reporting Communal Repairs

As factors, PKC sets a high standard of maintenance and repairs. Repairs procedures have been developed to ensure that repairs are carried out to a satisfactory standard, in as cost effective a manner as possible and within a timescale which causes the minimum inconvenience and nuisance to residents as is reasonable in the circumstances.

Each Owner will assist PKC by reporting any repairs which they think may be required to **common parts** through the following:-

- Phone us on 0845 3011110
- Email housingrepairs@pkc.gov.uk
- Text 07798 684140
- Writing to us at 5 Whitefriars Crescent, Perth, PH2 0PA

When you report a repair please give as much information as possible. If the repair is less straightforward a member of staff from PKC may need to visit to ascertain the exact nature and extent of repair required.

If the repair required is straightforward PKC will pass the information directly to either our in-house Building Services or to one of our approved contractors and they will carry out the works.

The provision of a reactive repair service for common parts of the block is integral to PKC's responsibility as factor. Reactive repairs for which PKC has Delegated Authority from Owners, as set out in Section 2.2 of these Terms and Conditions, will be delivered in accordance with the timescales set out at Schedule Part 3. The timescale for repairs for which PKC has no Delegated Authority will be advised as part of the consultation with owners.

If you are concerned about how long a repair is taking, or if a repair is not carried out to your satisfaction, please contact PKC.

Out of Hours Service

The 'Out of Hours' service operated by PKC is **intended for use in the event of Emergency Repairs only** and operates on the basis of 'making safe' rather than a full repair provision.

Emergency Repairs are repairs which, in the opinion of PKC, if not attended to would seriously affect the property structure or security or constitute a danger to health or safety, for example wind damage to roofs or chimneys. The service is subject always to health and safety considerations in stormy weather or dangerous conditions.

4 Financial and Charging Arrangements

4.1 Annual Factoring Service Fee

PKC will charge an Annual Management Fee of £20 per property, for carrying out its function of providing the core services including those services listed within this clause. This fee will be reviewed on an annual basis and you will be advised of any change no later than the 28 March each year, with the changes taking effect from 1 April of that year.

The **Management Fee is the annual charge for managing the block** of which your property forms part. This includes, but is not restricted to:-

- Arranging maintenance and/or repair of the common parts **but not the cost of the maintenance and /or repair itself.**
- Liaising with contractors and tendering for the best service and price
- Administrative costs relating to annual statements, invoicing, letters, newsletters and notes of meetings
- Ensuring that everyone is invoiced for their respective share of costs
- Working together with debt recovery agencies as detailed in the Debt Recovery Procedure and using other appropriate legal remedies to recover outstanding debts on behalf of the sharing Owners within the block
- Liaising with energy suppliers to make sure all charges for common supplies such as stair lighting and district heating are accurate and fair
- Making payment of energy invoices and recovering the costs from the Owners within the block for common supplies

4.2 Annual Factoring Services – Allocation of Costs

You are responsible along with the other Owners in the block for a share of the cost of the maintenance and repairs carried out in relation to the block. Your share will be calculated in accordance with your title deeds or where appropriate the Tenements (Scotland) Act 2004/Title Conditions (Scotland) Act 2003.

Each Owner within the block is responsible for a share of the annual cost of the following:-

- **Stair lighting**

Inspecting, maintaining in good working order, repairing, overhauling, replacing, renewing, monitoring, operating and energy supplier costs related to the plant and equipment available for use in common by the Owners of the building including the cost of provision for renewal and replacement of the same and full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that PKC consider necessary.

- **Caretaking**

The provision of a caretaker and cleaning service to the internal and external communal areas of the block.

- **District (Communal) Heating System**

Inspecting, maintaining in good working order, repairing, overhauling, replacing, renewing, monitoring, operating and energy supplier costs related to the plant and equipment available for use in common by the Owners of the building including the cost of provision for renewal and replacement of the same and full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that PKC consider necessary

- **Repairs to Lifts**

Inspecting, maintaining in good working order, repairing, overhauling, replacing, renewing, monitoring, operating and energy supplier costs related to the plant and equipment available for use in common by the Owners of the building including the cost of provision for renewal and replacement of the same and full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that PKC consider necessary

- **Repairs to and Maintenance of the Common Parts**

Maintaining, repairing, decorating, lighting, heating, cleaning, renewing, reinstating and rebuilding the common parts of the building and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding

- **Professional Fees**

The proper and reasonable fees and charges of PKC and the proper and reasonable fees and charges of any accountant, architect, engineer, surveyor or other professional adviser employed to certify any matter or thing to be certified for the purposes of any provisions of the Schedule and the proper costs (but not more than once every year) of an independent professional valuation of the building for the purpose of assisting towards the determination of the full cost of reinstatement of the block. PKC may, because of the complexity of a particular repair or because PKC is involved in additional work beyond their routine management duties, charge an additional co-ordination fee to cover staff costs relating to the co-ordination of such works provided such charge is reasonable and in accordance with the amount of time spent by PKC in dealing with the matter in question.

- **Other Outgoings**

All charges, assessments and outgoings for water, electricity, fuel, telephone and public or statutory utilities payable in respect of the common parts of the building of which your property forms part.

- **Signs**

The provision, inspection, maintenance, repair, overhaul, replacement and renewal of signs, direction boards and other informative signs and notices in or upon the building or wider area where the buildings form part of a wider development.

- **Security**

The provision of such security equipment and apparatus for the building as PKC 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

- **Fire Fighting Equipment etc**

Expenditure incurred in providing, servicing and monitoring fire fighting equipment, appliances (including fire alarm sprinkler systems, smoke detectors and smoke control devices) and any other signs or other notices required by the local Fire Officer and/or insurers (and the cost of repair, maintenance and renewal of the same).

- **VAT**

Value Added Tax at the applicable rate in respect of any items of expenditure herein mentioned.

Invoicing

PKC encourages Owners to pay the Annual Factoring Service Fee and Costs provided by direct debit monthly in advance. In respect of ad hoc repairs invoices will be raised as appropriate e.g. for Owners' rechargeable repairs or for Owners' contributions for additional services or for major repairs or improvements projects. Each Owner will make full and prompt payment on demand of PKC of his/her share of the costs of repairs and maintenance, insurance premiums, common charges, PKC's Annual Factoring Service Fee and all other costs and expenses properly incurred by PKC in the provision of the factoring service under these Terms and Conditions.

In the event that an invoice remains unpaid after a period exceeding 28 days, PKC will instigate recovery in accordance with our Debt Recovery Procedure as detailed in Schedule Part 4.

Payment

You can pay your invoice by the following methods:-

- Direct Debit
- Bank Transfer
- By Phone
- By cheque made payable to Perth and Kinross Council
- In person at Pullar House, Kinnoull Street, Perth

Change of Ownership

Each Owner shall notify PKC of any changes in ownership of their property. On receipt of notification of such sale PKC will arrange to apportion the charges and sums due by the selling Owner for the period to the date of sale. A charge of £10 per copy certificate will be levied by PKC for any documentation requested by or on behalf of an Owner.

Any credit balance held on your account will be repaid to you within 60 days of the sale of your property.

Private Letting

If an Owner privately lets their property, be it a residential property or a commercial one, PKC will pursue the Owner for payment as any factoring debt is due and payable in the first instance by the Owner of the property and not the tenant.

Money Advice

If you are having difficulty meeting your factoring costs PKC will be able to direct you to organisations that can provide you with money advice.

5 Insurance

Owners must have their own contents and building insurance. PKC will insure the common areas and the fabric of the building. Owners are not required to advise PKC of claims unless it affects common areas or the fabric of the building.

Owners MUST have adequate insurance in place, evidence of which may be required by the Council at anytime.

As per section 3 the Council will repair communal areas and if the repair is an insured loss the Council would submit any necessary claim.

For joint liability the procedure outlined above would apply and owner occupiers will be required to submit a claim for damage to their own property to their own insurer.

PKC may recover the appropriate share of the excess dependant on the nature of the incident.

6 Voting

For the purposes of instructing PKC on factoring matters, one vote is allocated to each property in the block and can only be exercised by an Owner whether the property is occupied by him/her or by his/her tenant or is unoccupied. If the title deeds for the block allocate votes on the matter of factoring or maintenance or repairs in a different manner, those provisions shall prevail and shall be adhered to by PKC in carrying out the factoring, provided an Owner or Owners provide the relevant title information to PKC.

Where a property is owned by more than one person and the Owners cannot agree and vote separately their votes will be disregarded.

7 How to End the Factoring Arrangement

The appointment of PKC as factor may be terminated on the instructions of the number of Owners in the block as detailed in your title deeds or by a majority of the Owners of the block, or by PKC itself, in each case upon giving not less than three months' prior notice in writing.

8 Communication, Consultation and Complaints

It is important to PKC that Owners are satisfied with the factoring service that PKC provides. We actively encourage feedback from Owners.
PKC will:-

- Explain the charges for the following financial year and provide an indication of the financial position for the present financial year
- If revisions to the service provided are required mid-year, seek approval for such changes from the majority of Owners
- Attend any other general meetings called by the Owners (or any committee or steering group) to discuss and/or respond to matters relating to the property factor's service

9 Disputes with Perth and Kinross Council

- Complaints or disputes regarding the service provided by PKC in terms of this Agreement will be dealt with in accordance with PKC Corporate Complaints Procedures. A summary of this is set out in Schedule Part 5.
- Any Owner who is not happy with either the outcome or the way the complaint has been handled may take their case to the Homeowner Housing Panel (“the HHP”). To take a complaint to the Homeowner Housing Panel, Owners must first notify their property factor in writing of the reasons why they consider that the factor has failed to carry out their duties, or failed to comply with the Code. The property factor must also have refused to resolve the Owner’s concerns, or have unreasonably delayed attempting to resolve them.
- PKC and Owners are bound by the findings of the HHP.

10 General

Declaration of Interest

PKC confirms that it owns properties within the block which is factored.

Publication of Information

Please note that the Property Factors (Scotland) Act 2011 requires that PKC 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 subject to the requirements of the Data Protection Act. By appointing PKC on these terms and conditions you are agreeing to this publication.

SCHEDULE PART 1

SERVICES TO BE PROVIDED BY PERTH AND KINROSS COUNCIL

Perth and Kinross Council will:-

- Make periodic visits to the block and take appropriate action to deal with any repairs identified that affect common or shared areas.
- Instruct maintenance, repair and renewal of common parts.
- Instruct the maintenance, repair and renewal of all plant and equipment used in common by the owners of the block or development, including any maintenance or service contracts that PKC consider necessary.
- 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, and that are on PKC's approved list of contractors.
- Obtain estimates from several contractors for the same job in accordance with PKC Procurement Policy, or where they consider it to be in the interests of the owners. Advise the owners as appropriate and obtain their instructions before proceeding.
- 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 the block for the purpose of assisting towards the determination of the full costs of reinstatement of the block if applicable.
- 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.
- Investigate any complaints of unsatisfactory work and, where considered necessary by PKC 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.
- Check contractors accounts when rendered, including any charge of VAT.

Common Services Provided by Perth and Kinross Council	Tick if Applicable
Instruct periodic decoration of common parts	✓
Arrange grounds maintenance of common parts	
Arrange cleaning of common parts – external	✓
Arrange cleaning of common parts – internal	✓
Arrange lighting of common parts	✓
Arrange servicing and maintenance of communal district heating system	
Arrange servicing and maintenance of plant including lifts	✓
Instruct maintenance, repair and renewal of fire fighting equipment, appliances (including fire alarm sprinkler systems, smoke detectors and smoke control devices) and any other signs or other notices required by the local Fire Officer and/or insurers	✓
Provide such security equipment and apparatus for the property as PKC shall think fit and proper to employ and/or use and maintain, replace and renew such security equipment from time to time	✓
Any other services (please specify here)	

Services Not Provided by PKC

For the avoidance of doubt, the following services will not be provided by PKC:-

- Internal repairs and maintenance of individual dwellings.
- Neighbour disputes – Residents are expected to conduct themselves in a manner which does not cause annoyance or nuisance to their neighbours and in accordance with statute, local bye laws and the Deeds of Condition.
- PKC will not intervene where disputes arise between private owners, including issues relating to car parking, noise, dog fouling etc.
- PKC will signpost residents to appropriate agencies who are able to provide advice and/or mediation services. If problems persist owners may require to take legal action as they see fit.

SCHEDULE PART 2

ALLOCATION OF COSTS

- All costs relating to the common parts within the block are divided equally between all owners within the block.
- There are ** properties within the block - * x privately owned and * x PKC tenancies.
- Therefore costs relating to all common parts within the block are divided equally by **.

SCHEDULE PART 3

REPAIRS TIMESCALES

Before work is issued to a contractor it is categorised into three specific categories. These are; Emergency, Urgent and Routine. Each category has a timescale within which the contractor must respond upon receipt of the works instruction.

The response times listed in the table below may in certain circumstances be flexible, to enable the needs of any tenant who has special needs, such as visual impairment, physical disability etc, to be catered for.

TYPE OF RESPONSE	TIMESCALE	DESCRIPTION
Emergency	Respond within two hours and complete within 24hours.	Works to make safe where there is a safety risk to the tenant, residents or members of the public i.e. structural faults to roofs, walls. Total failure of communal central heating systems. Works to communal areas to make property secure or prevent further damage i.e. broken window glass, burst pipes or failure of the door entry system.
Urgent	Within 5 working days	Works not classed as emergencies but which would cause a high degree of inconvenience if not attended to within a reasonable period i.e. no hot water, floor damage in communal areas etc. Certain types of follow up work to emergency call outs i.e. replacing section of roof after being made safe the previous day/night.
Routine	Within 20 working days	Works which do not directly affect the tenants and occupier's use of the fittings and services with the communal areas of the property, but those, which could be classed as cosmetic or nuisance i.e., ease close doors, ease and adjust stair windows. Only works, which have not been included in a planned maintenance/improvement programme, can be entered in this category.

SCHEDULE PART 4
DEBT RECOVERY PROCEDURE

- 1.1 The Recovery Cycle: -
- **DAY 1** – The Invoice is issued.
 - **DAY 29** – If no payment has been received a **final notice** will be issued which must be paid within 14 days.
 - **DAY 44** – If the Council have still not received a payment a **7 day letter** will be sent demanding payment and advising of the possibility of legal action being taken.
 - **DAY 52** – If no payment is made the debt is passed to the **Sheriff Officer** for collection.
- 1.2 At this stage the customer will incur an additional charge of 5%, further charges will apply depending on which actions are required to be taken to recover the debt by the Sheriff Officer.
- 1.3 The Sheriff Officer may apply to the Sheriff Court for a Decree which will allow them to arrest bank accounts, implement wage arrestments, lodge a claim on the sale of an individual's property etc.
- 1.4 Failure to make due payment may prevent goods or services being offered in the future.
- 1.5 Although the Council does not operate a black listing policy, court action for failure to make due payment may prevent credit being offered in the future by external companies.
- 1.6 It is always recommended that if customers are unable to pay the invoice in full by the due date they should, contact the Sales Ledger Team, who may accept an arrangement to pay by instalments, thereby avoiding Sheriff Officer costs or intervention.
- 1.7 The Council will monitor arrangements made and if the arrangement fails, the Council will contact the customer in an attempt to resolve the problem. If the Council is unable to resolve the problem, the debt will be passed to the Sheriff Officer for collection.
- 1.8 If customers overpay, the Council will endeavour to issue a refund as soon as possible by BACS, where bank details have been provided.

SCHEDULE PART 5
COMPLAINTS PROCEDURE

Perth and Kinross Council can be contacted in the following ways:-

Telephone the Customer Service Centre on 01738 475583

Email customercomplaints@pkc.gov.uk

Write to the: Customer Service Centre
Perth & Kinross Council
Pullar House
35 Kinnoull Street
PERTH
PH1 5GD

Complaints Procedure

You can raise your concern in person, by phone, by email or in writing. We have a two-stage complaints procedure. We will always try to deal with your complaint quickly. But if it is clear that the matter will need a detailed investigation, we will tell you and keep you updated on our progress

Stage One: Frontline Resolution

We will always try to resolve your concern within five working days if we can. If we can't resolve your complaint at this point, we will explain why and suggest how we might resolve it. It may be that your complaint requires to be investigated at Stage Two.

Stage Two: Investigation

We will look at your complaint at this stage if you are dissatisfied with our response at Stage One. We also look at some complaints immediately at this stage, if it is clear to us that they are complex and require detailed investigation.

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

The Scottish Public Services Ombudsman

If, after receiving our final decision on your complaint, you remain dissatisfied with our decision or the way we handled your complaint, you can ask the SPSO to consider it. We will tell you how to do this when we send you our final decision.

APPENDIX 2

Perth and Kinross Council – Housing Repairs & Improvements Service

Recurring Annual Costs & Services Provided to Multi-Tenure Blocks (per Individual Property)

	Market Court (35)	Milne Court (35)	Lickley Court (35)	Potterhill Flats (48)	7-51 Pomarium (45)	52-95 Pomarium (44)	Charterhouse Court (8)
Stairlighting*	£34.68	£34.68	£34.68	£34.68	£34.68	£34.68	N/A
Heating*	£298.21	£298.21	£298.21	N/A	N/A	N/A	£722.43
Caretaking*	£195.29	£195.29	£195.29	£195.29	£195.29	£195.29	N/A
Lifts	£27.88	£27.88	£27.88	£10.17	£10.84	£11.09	N/A
Fire Extinguishers	£6.26	£6.26	£6.82	£4.41	£4.92	£4.98	N/A
Fire Alarms	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Emergency Lighting	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Lightning Conductors	£7.14	£7.14	£7.14	£12.50**	£13.33**	£13.64**	N/A
Management Fee	£20.00	£20.00	£20.00	£20.00	£20.00	£20.00	20
Total Annual Charge per Individual Property	£589.46	£589.46	£590.02	£277.05	£279.07	£279.67	£742.43

* These costs are currently billed to all private owners on an annual basis

** Potterhill, Pomarium include handrails platforms and gantries

NB: There are no heating charges for Potterhill and Pomarium as these blocks do not have district heating, unlike the other blocks. The residents of Potterhill & Pomarium receive and pay their own heating bills directly.

The two privately owned properties at Charterhouse Court will receive our factoring service.

