

Factoring Policy

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Corporate Fit	Risk Register	✓
	Business Plan	✓
	Equalities Strategy	✓
	Legislation	✓

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乐意翻译

Our policies provide a framework to underpin our vision and values, to help us achieve our strategic objectives.

Our Vision

Local people, local control.

By providing quality homes and services, we will create stronger communities and a better quality of life for our customers.

Our Values

- Focused on the needs of our customers and communities.
- Supportive of our staff and Committee members.
- Responsible, efficient, and innovative.
- Open and accountable.
- Inclusive and respectful.
- Fair and trustworthy.

Strategic Direction

Consolidation and improvement: Applicable to our core business as a landlord & property manager.

Growth: Through the new build opportunities, we are taking forward.

Partnerships: Where this can help to address shared goals and increase capacity and value.

Resilience: A key priority across all parts of our business.

Strategic Objectives

Services: Quality value for money services that meet our customers' needs.

Homes & neighbourhoods: Quality homes and neighbourhoods.

Assets: Manage our assets well, by spending wisely.

Communities: Building a stronger community through partnerships.

Our people: Great workplace environment.

Leadership & Financial: Well-governed and financially sustainable.

Our Equalities and Human Rights Commitment

We understand that people perform better when they can be themselves and we are committed to making the Association an environment where employees, customers, and stakeholders can be open and supported. We promote equality, diversity, and inclusion in all our policies and procedures to ensure that everyone is treated equally and that they are treated fairly on in relation to the protected characteristics as outlined in the Equality Act 2010.

Privacy Statement

As data controller we will collect and process personal data relating to you. We will only collect personal information when we need this. The type of information we need from you will vary depending on our relationship with you. When we ask you for information, we will make it clear why we need it. We will also make it clear when you do not have to provide us with information and any consequences of not providing this. We are committed to being transparent about how we collect and use your data, and to meeting our data protection obligations with you. Further information about this commitment can be found within our full Privacy Statements.

Policy Scope & Review

For the purpose of this policy the term Association will include all members of the Tollcross Housing Association Limited. Therefore, all employees, governing body members, volunteers, customers and other relevant stakeholders will be expected to adhere to this policy and/or procedure. All policies and procedures are reviewed every 3 years in line with best practice and current legislation. The Association reserves the right to make additions or alterations to this policy and procedure from time to time. Any timescales set out in this policy may be extended where required.

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1. Introduction

- 1.1 Tollcross Housing Association (THA) provides a factoring service to homeowners, sharing owners and shop owners within our area of operation. This policy outlines the services provided and the standards under which they are delivered.
- 1.2 This policy is compliant with: - Property Factors (Scotland) Act 2011 - The Property Factor Code of Conduct - Tenements (Scotland) Act 2004 - Title Conditions (Scotland) Act 2003 - Data Protection Legislation - Equality Act 2010.
- 1.3 THA is registered as a Property Factor (Registration No. PF000261) and complies fully with the duties placed upon property factors under the Act and the Code of Conduct, including transparency, communication, financial management and complaints handling.

2. Property Management Services

2.1 The Association's Role

As the appointed factor THA provides a property management service within tenements for residential and commercial owners as well as estates where they include common ground or access roads.

The definition of a tenement for the purposes of this policy is a building comprising two or more flats that are owned or designated to be owned separately and which are divided from one another horizontally. Large houses converted into flats, high rises, four in a block and modern flats are also included within this definition as are blocks of flats with commercial properties (such as ground floor shops) in them.

Property management includes providing a maintenance, repair and management service for the building. It also includes estates where they include common ground or access roads (which have not been taken over by the local authority).

THA provides the following property management services:

- routine and cyclical maintenance, including inspection of repairs and renewals to the common parts.
- emergency repairs required to the common parts to ensure the health and safety of the occupants or public or the security of the property.
- one off authorised major repair work.
- co-ordination of payment for common electricity within the block.
- arranging buildings insurance.
- managing landscape maintenance and stair cleaning contracts.

2.2 Aims and Objectives of the Service

We aim to provide an efficient and effective factoring service to the owners within our area of operation and thereby help to maintain the standard of property available to residents.

It is also our intention to:

- clearly define the respective duties and responsibilities of both owners and THA;
- provide understandable information to owners about our factoring service;
- regularly monitor and review our factoring service;
- ensure value for money;

- encourage owners to participate in the factoring process and decisions that affect their properties.

2.3 Title Deeds and Deed of Conditions

The Title Deeds to a property give a variety of information in relation to the rights and responsibilities of owners. They may also say who owns the common parts of a building and outline each owner's obligation to manage and maintain them.

The Deed of Conditions included within the Title Deeds may specify:

- how decisions should be made.
- how costs are to be allocated between owners.
- arrangements for paying for maintenance and repairs.

Where the Title Deeds are silent, have gaps or are inconsistent, then the provisions of the Tenement (Scotland) Act 2004 will be applied.

2.4 Written Statement of Services

THA has a statutory obligation (as defined in the Property Factors (Scotland) Act 2011) to provide each homeowner with a Written Statement of Services (WSS), setting out in a simple and transparent way, the terms and service delivery standards of the arrangement in place between the factor and the homeowner.

The timescale for issuing and the contents of the WSS are detailed in section One of the Code of Conduct for Property Factors.

3. Repairs and Maintenance Services

3.1 Common Repairs

THA will carry out all common repairs of which it has been notified. Repairs are carried out under the following three categories and corresponding timescales, as follows:

Category	Timescale
Emergency Repairs	Six hours (to make safe)
Urgent Repairs	Three working days
Reactive Repairs	Five working days

Full definitions of each repairs category, together with examples, can be found in the association's *Repairs and Maintenance Policy*.

Communal repairs, particularly external repairs may take longer depending on the nature of the work and access required to safely complete the job.

Common repairs would include works to the following: -

- the roof,
- the close,
- the backcourt,
- the tenemental structure itself,
- anything else defined as communal in the Title Deeds.

Repairs for which the owner's share of the bill does not exceed our delegated authority will be carried out without consulting the owner. Where the cost of the repair does exceed these limits, the repair will be discussed with owners prior to works proceeding, except in emergencies.

3.2 Cyclical and Major Repairs

These are repairs carried out by THA over fixed periods of time to protect the property from falling into a state of disrepair. Types of repairs covered by this category would include pointing of brickwork, close painting, roof works and gutter cleaning.

As with common repairs, consultation with owners will only be necessary where works exceed the limits laid out in the Deed of Conditions. THA would also expect payment arrangements to be put in place prior to high value works being carried out.

Documentation relating to any tendering process (excluding any commercially sensitive information) will be made available for inspection by owners, upon request.

3.3 Non-Common Repairs

The Association may be willing to carry out non communal repairs at the request of owners. This is discretionary and would be usually restricted to situations of a social nature, e.g. to assist elderly persons. The Association would normally seek payment in advance for this work.

Alternatively, the Maintenance Department can provide owners with the contact details for one of our approved contractors, so that the repair can be arranged on a private basis.

3.4 Other Maintenance Services

THA will provide a variety of other maintenance services of a common nature, including: -

- Landscape maintenance.
- Close door entry systems.
- TV aerial maintenance.

THA will consider other services which may be considered from time to time. All suggestions from owners will be open for discussion with the Maintenance Department.

3.5 Inclusion of Owners in the Out of Working Hours Emergency Call-out Service

THA provides tenants with a telephone number which can be used to arrange a contractor in the event of an emergency. The call is made to a call centre who will contact the contractor. This service is available to factored owners, where it is a common repair or is required for a fault that will affect other owners or tenants.

The out of hours service provides an emergency response only and does not include follow up work required. Any necessary follow up work will be carried out in normal working hours. The cost of any common repairs resulting from the call out will be invoiced in the next factoring account, with the costs being shared between owners in the close. Costs for non-common or internal repairs (undertaken in exceptional circumstances) will be charged back in full to the owner.

3.6 Use of Contractors and Consultants

Contractors and Consultants will be appointed in accordance with our *Repairs and Maintenance Policy*.

An annual review will be carried out to ensure that all contractors and consultants have adequate Liability Insurance in place.

THA receives no commission or fees from any contractors or consultants used.

Complaints made against contractors or consultants will be dealt with in accordance with our *Complaints Handling Procedure*.

4. Service Administration

4.1 Management Fee

THA will charge a management fee for all factored properties. The fee will be reviewed annually and approved by the Management Committee.

The management fee will be invoiced quarterly in advance and will cover the costs of:

- Managing the service and responding to customer enquiries.
- Access to our common area repairs service for emergency, urgent and routine repairs.
- Access to our out of working hours emergency call-out service.
- *Pre and post inspections of common repairs in line with the targets outlined in our Repairs and Maintenance Policy*. Arranging and managing contracts for services such as close cleaning and landscaping.
- Arranging, monitoring and supervision of our cyclical, reinvestment & improvement service.
- Collation of charge information and issuing of invoices.
- Collecting everyone's share of costs including debt recovery actions.
- Co-ordination of payment for common electricity within the block (such as stairlighting or power for door entry systems).
- Arrangement & apportionment of buildings insurance.
- Maintaining ownership records.
- Inspections to monitor the cleanliness of your block.
- Arranging owners' meetings and arranging votes.
- Keeping our customers informed through our website, newsletters and other communications.

Where a property changes hands during a billing period, we will not refund any element of the Management Fee that has been charged in advance.

A standard Management Fee is charged across all property types.

4.2 Issuing of Invoices and Billing Arrangements

From 1 April 2026, factoring invoices will be issued quarterly.

Most charges will be invoiced quarterly in arrears, except for the Management Fee, which will be charged quarterly in advance.

Invoices will only be issued in the name of the property owner and not in the name of tenants who lease properties from the owner.

4.3 Communication and Billing Method

THA's default method of communication, including invoices and statements, will be email.

Owners who choose to opt out of electronic communication and request paper billing will be charged a Paper Billing Fee, reviewed annually and approved by the Management Committee. This fee reflects additional administration and postage costs.

Where a property is owned jointly and one owner opts out of electronic communication, the Paper Billing Fee will be applied to the account.

Where an owner owns more than one property, the same communication will be applicable to each account.

Reasonable adjustments will be made where required to meet equality or accessibility needs.

4.4 Factoring Float

A factoring float is payable by all owners to assist with cash flow for communal services and emergency repairs.

The level of the factoring float will be agreed with owners and is subject to periodic review.

The float will be included in the initial invoice and refunded or transferred on change of ownership, subject to outstanding charges.

Where an owner refuses to pay the factoring float, THA reserves the right to issue ad-hoc invoices on completion of individual repairs. An administration fee (as agreed annually by the Management Committee) will be payable on the issue of all such invoices, as this is not covered by the standard Management Fee.

4.5 Buildings insurance

All owners will be encouraged to join the THA's block comprehensive Building Insurance Policy. In cases where the Title Deeds specify that the factor should arrange insurance this will be enforced, but if the Title Deeds are silent on this matter the owner will retain the right to hold their own insurance cover, provided the minimum level of required cover is in force. An annual review of the insurance cover held by proprietors not on the THA block policy will take place to ensure adequate buildings insurance is maintained.

On an annual basis we will provide, to every owner who participates in the scheme a summary of cover, together with details of the insurance premium due.

Unless instructed by the majority of homeowners, for the purposes of buildings insurance, property valuations will be uplifted annually in line with BCIS Rebuilding Cost Index. At least every five years the Association will appoint valuers to revalue stock for insurance purposes. Where a revaluation has been undertaken, this will be used for the next insurance

quotation, and the cost of the valuation will be split among owners in accordance with the Title Deeds.

The insurance premium will be charged quarterly in arrears. If an owner sells their property during the period of cover, the final account will include a refund of the relevant portion of the insurance premium, calculated on a pro rata basis. The incoming owner will then be charged an equivalent amount in respect of the premium refunded.

No commission or other fees will be receivable by THA in connection with the block insurance policy.

THA will submit insurance claims on behalf of all owners in respect of damage to communal areas only. In cases where individual properties are involved, the owner will be responsible for submitting the claim.

On request we will provide details of how and why we appointed our insurance providers.

4.6 Recovery of Arrears

THA will recover arrears in a fair, transparent and proportionate manner in line with the Property Factor Code of Conduct and the *Factoring Debt Recovery Policy*.

4.7 Change of ownership

THA requires 28 days' notice where an owner intends to sell their property and will require the following information: -

- The property address.
- The date of sale.
- The purchaser's name(s).
- Details of the purchaser's solicitor.

Where the seller's solicitor has contacted us 28 days in advance of the sale, we will make a charge (as agreed annually by the Management Committee) for the provision of the following information: -

- The current outstanding balance including any Notice of Potential Liability for Cost or Decree we have in place.
- Details of any repairs reported but not yet billed.
- Details of any planned investment work under consideration and costs if available.
- Buildings insurance information.
- An estimate of the retention required to be held by the solicitor on behalf of the seller.
- An estimate of annual charges for the incoming owner.

The charge will be payable prior to us providing the requested information and will be increased by fifty percent where the required 28 days' notice has not been provided.

After properties change ownership, THA will apportion all common charges and bills outstanding and will aim to issue the final account within six weeks but no more than three months of THA being made aware of the actual date of change in ownership (the date of settlement) unless there is a good reason not to (for example, awaiting final bills relating to contracts which were in place for works and services or we have not been provided with the specified period of notice informing us of the change in ownership).

4.8 Estate management

All queries relating to disputes with neighbours in relation to property management (e.g. failing to do stair cleaning) or concerns about the physical condition of the area should be notified to THA. Staff will advise owners on the steps that THA will take to remedy problems or inform owners what action they themselves should take.

5. Service Delivery

5.1 THA will deliver the factoring service as follows: -

- The Finance Director will be responsible for the delivery of the factoring service, including monitoring and reporting on its performance to THA's Audit and Business Sub-Committee.
- Finance Staff will deal with factoring enquiries of a financial nature, change of ownership, the recovery of factoring debt and issuing invoices.
- Technical staff will deal with factoring enquiries in relation to all repairs and identify and process common, cyclical and major works, including notification and consultation with owners. Technical staff will also be responsible for monitoring the landscape maintenance contract and dealing with enquiries in relation to this service.
- Housing Management staff will deal with factoring enquiries in relation to all estate management issues.

5.2 For the purposes of the Scottish Property Factor Register, the Chief Executive and the Finance Director will be nominated as the responsible persons for THA.

6. Communication

6.1 THA will communicate with owners clearly, transparently and respectfully using:

- Email (default)
- Letters
- Telephone and text
- Website and newsletters
- Meetings and written notices where appropriate

6.2 THA will provide information which is not false or misleading and will not communicate with owners in any way which is abusive, intimidating or threatening. We will however give reasonable indication where we intend to take legal action.

7. Complaints

7.1 If an owner is dissatisfied with any aspect of our service, all complaints will be dealt with in accordance with THA's *Complaints Handling Procedure*.

7.2 THA will not charge for handling complaints and will keep a written record of all complaints received and their outcome.

Appendix 1 – Equality & Human Rights Impact Assessment

Policy	Factoring Policy		
EIA Completed by	Tom Hastings, Finance Director	EIA Date	16/02/2026
1. Aims, objectives, and purpose of the policy / proposal			
To provide service users and staff with a clear indication of how the association will operate its factoring service.			
2. Who is intended to benefit from the policy / proposal?			
Customers who use our factoring service and staff who provide the services.			
3. What outcomes are wanted from this policy / proposal?			
For service users and staff to understand the association's approach to the provision of a factoring service			
4. Which protected characteristics could be affected by proposal?	<input type="checkbox"/> Age	<input type="checkbox"/> Gender reassignment	<input type="checkbox"/> Religion or belief
	<input type="checkbox"/> Disability	<input type="checkbox"/> Marriage & civil partnership	<input type="checkbox"/> Sex
	<input type="checkbox"/> Race	<input type="checkbox"/> Pregnancy and maternity	<input type="checkbox"/> Sexual orientation
5. If the policy / proposal is not relevant to any of the protected characteristics listed in part 4, state why and end the process here.			
The policy does not treat service users differently based on any of these characteristics			
6. Describe the likely impact(s) the policy / proposal could have on the groups identified in part 4			
Not applicable			
7. What actions are required to address the impacts arising from this assessment? (This might include; collecting data, putting monitoring in place, specific actions to mitigate negative impacts).			
Not applicable			
8. Consider the impact and actions to be considered for the following Human Right articles:			
Article 6: Right to a fair trial			
Everyone should be given the opportunity to participate effectively in any hearing of their case and present their side.			
Impact: N/A	Actions:		
Article 8: Right to respect for private life, family life & the home			
Everyone has the right to access and live in their home without intrusion or interference.			
Impact: N/A	Actions:		
Article 14: Prohibition of discrimination			
Everyone has equal access to the other rights contained in the Human Rights Act.			
Impact: N/A	Actions:		