



# WRITTEN STATEMENT OF SERVICES



Queens  
Cross  
Factoring

OWNERS GUIDE TO THE TERMS AND  
SERVICE DELIVERY STANDARDS



Queens  
Cross  
Factoring

## Office Contact Details

### Address

45 Firhill Road  
Glasgow  
G20 7BE

0141 561 1105

[www.qcfactoring.co.uk](http://www.qcfactoring.co.uk)

[info@qcggroup.co.uk](mailto:info@qcggroup.co.uk)

### Out of hours contact details

0808 143 2002

## *Welcome to Queens Cross Factoring*

We are the factor (property management agent) for your building. It is our duty to provide each owner in a block or property we manage with a written statement of services. Our written statement is your guide to our services, and provides details of our responsibilities and service standards.

We only provide property management to home owners who are our customers. It is important to note we cannot deal directly with tenants if you rent out your property.

It is also our duty to register as a Property Factor (PF000258) and to comply with the Property Factors (Scotland) Act 2011, the associated Code of Conduct and it's revisions.

The written statement of services should be reviewed alongside your related "Block Schedule".

The written statement of services is an overarching document referring to every property, block and development we factor.

The Block Schedule is a specific document referring to your individual block.

Additionally we have an online web portal. This allows home owners to access their invoices and receive immediate news updates from us.

You can access the web portal through our website; [www.qcfactoring.co.uk](http://www.qcfactoring.co.uk) and navigating to the "About Us" page. Once you have successfully registered for the web portal you can access the "My QCF" App free of charge on apple and android devices.



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# 1. Introduction

Queens Cross Factoring Limited is a Registered Property Factor (Registration Number PF000258). Our registered address is 45 Firhill Road, Glasgow G20 7BE.

This Statement of Services has been produced to comply with the requirements of the Property Factors (Scotland) Act 2011 and the 2021 revised Code of Conduct. The Act provides for a Code of Conduct for Property Factors, which requires us to set out the terms and service delivery standards of our factoring arrangement with you. This document aims to set out the details of the factoring arrangement in a clear and transparent manner.

The information provided is valid as at the date of issue. If there are any material changes to our services in the future a revised written statement will be issued. Our management fee is reviewed on an annual basis and any change takes effect from 1st April. You will be advised of any increase to our management fee by 1st March each year.

## 2. Our Authority to Act as Your Factor

Queens Cross Factoring was appointed to manage and maintain the common parts of your building as factor of your block. We were appointed either by a decision of homeowners in line with the title deeds of your property, by appointment of the developer on completion of the construction of your block, by custom and practice or by a business acquisition.

Our level of authority to instruct common repairs at your block is usually provided within your title deeds. These limits vary between blocks but for most properties this level is approximately £100 per job per household or a total value of around £1000, without prior authorisation from owners.

We have the authority to select a contractor to undertake routine repairs. For non-urgent repairs over the threshold, we would normally seek at least two quotes to ensure that we can demonstrate value for money. Please note that we can only use contractors who have public liability insurance and appropriate qualifications.

For Health and Safety reasons we can authorise any emergency repairs in excess of the threshold without your prior approval where, in our judgement, there is a significant risk to either the structure of the building, residents or the public.



### 3. Standards of Practice

The following are the overarching standards of practice that Queens Cross Factoring endeavour to apply in carrying out our work and that of our contractors:

- We will conduct our business in a way that complies with all relevant legislation
- We will be honest, open, transparent, and fair in our dealings with homeowners
- We will provide information in a clear and easily accessible way
- We will not provide information that is deliberately or negligently misleading or false
- We will apply our policies consistently and reasonably
- We will carry out the services we provide to homeowners using reasonable care and skill and in a timely way, including making sure that staff have the training and information they need to be effective
- We will not unlawfully discriminate against a homeowner because of their age, disability, sex, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, race including colour, nationality, ethnic or national origin, religion or belief or sexual orientation
- We will ensure all staff and any sub-contracting agents are aware of relevant provisions in the Factoring Code of Conduct
- We will maintain appropriate records of our dealings with homeowners
- We will ensure we handle all personal information sensitively and in line with legal requirements on data protection
- We will respond to enquiries and complaints within reasonable timescales and in line with our complaints handling procedure
- We will not communicate with homeowners in any way that is abusive, intimidating or threatening



## 4. Our Services

Queens Cross Factoring is only responsible for the management of the common parts of each building – i.e. a part owned by more than one person – for example, the roof, a common stairway etc.

Private areas are those that belong to the owner's individual properties and are not included in our services.

These private areas may include, but are not limited to:

- All areas inside the home (excluding load bearing walls and beams)
- Controlled entry handsets and systems inside the home
- Private balconies
- Entrance doors into individual properties
- Private windows and surrounds, mastic etc.
- Overflows serving private appliances
- Vents and flues serving private appliances
- Private water / gas pipes etc. from the point of exit from communal supplies

Please feel free to contact us for clarification. You may also wish to refer to the Consumer Focus Scotland publication – “Common Repair, Common Sense” – copies are available freely online. On some occasions it is unclear when we send a contractor out whether work will be common or private – in particular work to door entry systems or television aerials. In the event that work turns out to be private we instruct our contractors not to proceed without agreement from the owner that the work is private, and that the owner will pay the full cost of the repair.



## 4. Our Services (continued)

### Repairs

Our core services include carrying out reactive repairs to the common parts of the building. Our target timescales for attending to repairs are:

**Emergency Repairs** – 4 hours. Examples include serious water penetration and major electrical faults. Please note that this does not mean that we will necessarily have solved the problem within 4 hours but rather that a contractor will have been on site to assess the damage and to deal with the immediate problem.

**Urgent Repairs** – 2 days. Examples include minor water penetration, door entry system problems, broken locks (where the door is unsecured).

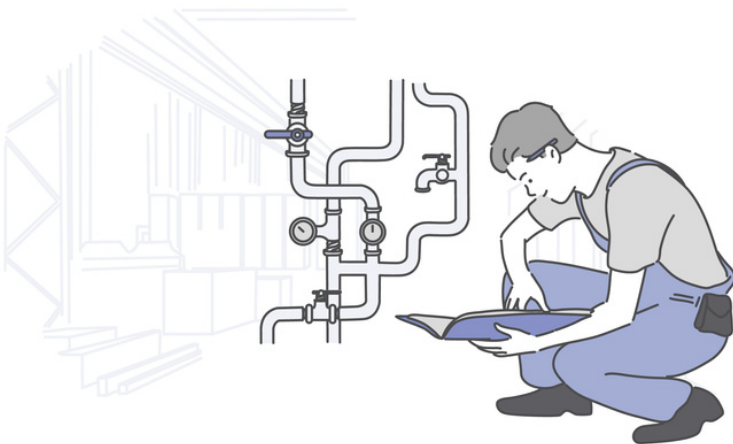
**Routine Repairs** – 5 days. Examples include problems with communal television aerials, cleaning bin stores, general building work.

**Non-Urgent Repairs** – 28 days. Examples include replacing fencing and grounds maintenance works. Please note that the examples given above are intended to be guidelines only. The priority given to a repair will also depend on the facts and circumstances of each case.

We aim to carry out repairs in line with the above timescales, there may be reasons why we cannot meet the timescales in practice – for example, lack of availability of essential parts, extreme weather conditions, a shortage of contractors, etc. In these circumstances we will contact you to advise you of the reason for the delay and the likely timescales for completing the work. Where the work is being claimed under the building's insurance there may be circumstances in which we cannot proceed with work until the insurance company gives authorisation to proceed. We will work with the insurance company to endeavour to keep any delays to a minimum.

### Abortive Costs

There will be occasions that as part of our investigations that it is discovered that the repair only affects one property and would be considered private. On these occasions the costs of these works will be passed back to the individual owner involved. There may also be occasions where abortive costs may apply i.e. if it is found that repairs are reported and not required or if access is requested and not provided to the contractor, generating an abortive call out charge. These costs will also be passed to the individual involved.



## 4. Our Services (continued)

### Major Works

We co-ordinate major repairs projects, for example:

- Structural repairs
- Communal painting scheme
- Mechanical and Electrical replacement
- Extensive roof repair or replacement
- Extensive building façade repairs
- Major Flooring renewal
- Extensive road and carpark resurfacing

The requirement for Major Works may result from:

- Common fabric failures
- Title deed requirements
- The recommendations of a professional inspection
- A request from owners



With this type of repair, the costs involved exceed the authorisation threshold and we will seek specific approval from the owners. The provisions for approving major works will be detailed in your deed of conditions or, where appropriate, the Tenements (Scotland) Act 2004. For contractual reasons we require owners to make their full financial contribution once the tender process is complete and the contractor appointed. We keep in contact with the local authority to identify the availability of grants and will coordinate applications. There is a project management fee for major works to cover the additional staff time involved and some works may require a Clerk of Works service to oversee quality and workmanship.

If you own a new build property, you may have a building guarantee which provides insurance against potential latent defects (defect in a property due to the design, material, workmanship etc that existed but was not apparent upon completion of the building works) for a period following construction. The builder of the property may also be liable to remedy major defects. Latent defects should be reported to the appropriate authority as outlined in your Premier or NHBC guarantee which comes with a new build property. You can also report these latent defects to the original contractor for the development. Queens Cross Factoring can assist homeowners in instances of latent defects, but a management fee may apply.

**Cyclical Maintenance** –We arrange programmes of recurring maintenance works over agreed periods to protect your property and maintain the quality, such as:

- Gardening and cleaning services will be provided where we are appointed to maintain those areas
- Roof inspections, gutter cleaning, etc. will be provided, where applicable, specific to your development
- Statutory inspections of lifts, emergency lighting, fire-fighting equipment, health, and safety inspections will be arranged, where applicable, by Queens Cross Factoring in accordance with the individual requirements

We provide information on all planned works in advance of the work commencing. As with common repairs, consultation with owners is necessary where works exceed the amount noted in the Deed of Conditions.



## 4. Our Services (continued)

### Inspections

We carry out visual inspections of the common parts of the building twice a year (unless stated otherwise). The scope of the inspection is to check the common parts of the building and identify any obvious faults. We are available to carry out more specific technical inspections if there is a particular item highlighted to us.

### Other Services

**Buildings Insurance** – Details of our insurance broker and the insurer are in your block schedule. To make a claim you should contact Queens Cross Factoring in the first instance and advise us that you wish to make a claim. We co-ordinate both private and common claims and your property is covered by a block policy and the total sum insured is £410 million.

There is an excess of £100 (residential). Commercial properties have an excess of £500. A policy summary of cover is available on request.

Your annual premium is detailed in your Block Schedule and is based on the number of factored properties and the reinstatement value.

In the event that your property is not insured by us you must undertake to provide us with a copy of your insurance policy on an annual basis.

**Stair Cleaning Service** – Depending on the property type stair cleaning would involve dusting, brushing, and mopping or dusting and hoovering. The cost of this is based on the total cost of cleaning your block divided by the number of properties in the block. A summary of the service for your property is available on request.

**Grounds Maintenance Services / Maintenance of Common Grounds** – Depending on your property type we instruct a programme throughout the year of grass cutting, de-weeding, hedge trimming and litter removal to communal garden areas. Please note that this only covers routine grounds maintenance work. Any additional works – e.g. cutting back, removing trees etc - will incur an additional charge. We are happy to get quotes for additional grounds maintenance work prior to proceeding.

**Landlord Supply Electricity** – where applicable – you will be invoiced for a share of the cost of the communal electricity supply for your building. This cost will vary from quarter to quarter depending on the usage and also whether the electricity bill is based on an actual meter reading or an estimate. Your share of the costs will be based on the total cost of the electricity provider's bill divided by the number of properties in your block.

We act as your agent therefore our responsibility is to pay the accounts rendered by the utility company on your behalf. We are not contracted to or responsible to carry out meter readings. Your utility company is responsible for carrying out meter readings and is required to check your meter at least every two years.

## 4. Our Services (continued)

**Out of Hours Service** – our Out of Hours Service can be contacted on 0808-143-2002. Please note that this service aids in the event of a serious out of hours emergency such as fire or flood.

All the above costs are charged on the basis of what our contractors charge us. When the costs change – for example, due to inflation, cost of materials and so on – we will endeavour to notify you as soon as practicable.

**Stair Lighting Maintenance Contract** – Where there is stair lighting maintenance contract with Glasgow City Council you will be charged an equal share of the costs along with other owners.

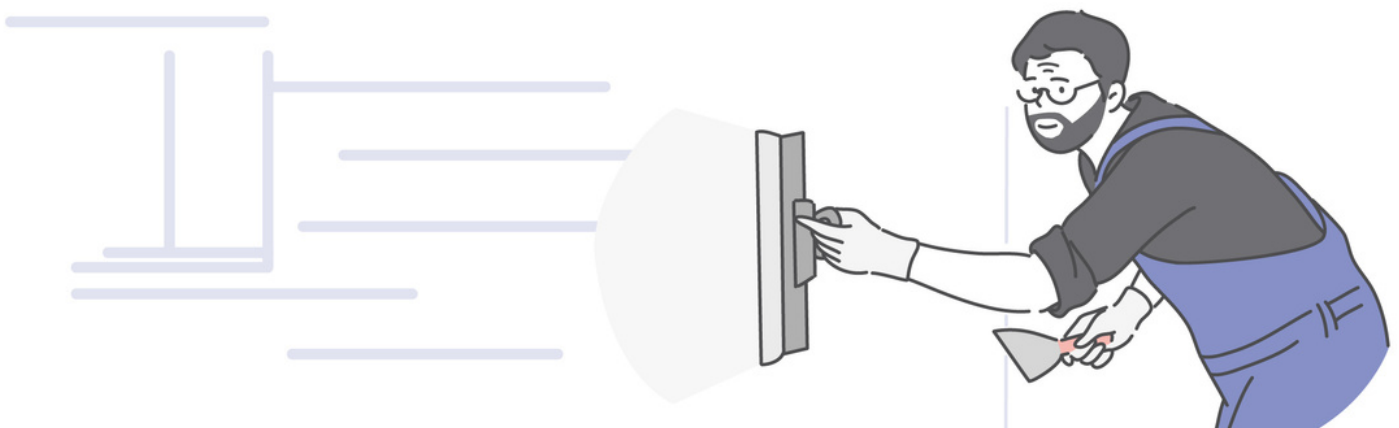
**Other Maintenance Charges** – In newer properties there are a number of common elements of the building which require regular maintenance. These include but are not exclusive to- roof anchors, lifts, lighting conductors, fire alarms, smoke management systems, water pumps, water tanks, photovoltaics, solar panels, ground source heat pumps and communal boiler.

**Other Fees** – There is a charge to process a change of ownership with an additional charge for copy certificates. The details of these costs is detailed in your Block Schedule.

We charge fees for project management and Clerk of Works services for major repairs. The level of costs would be confirmed prior to undertaking a major repair.

Other than major works, additional charges may apply in cases above the regular management of the property which could involve additional work. Please note any proposed charges will be notified to homeowners.

- Additional Meetings
- Repairs Schemes
- Dealing with building guarantee warranties/claims
- Supplying copy invoices and statements
- Administration of insurance claims where there is no common insurance policy
- Unforeseen additional workload such as inherited developer issues
- Extraordinary items which generate workload in excess of what would normally be included within our standard management fee
- Investigation and review of landlord supply costs



## 4. Our Services (continued)

### **Quality Control**

Owners are requested to notify us as soon as possible of any issues relating to the quality or durability of repairs or services. We will pursue the contractor to remedy any issues but can only do this effectively when we have been notified promptly. The longer the lapse in time from the date a repair was carried out the more difficult it is for us to prove that there have been quality issues on the part of the contractor. Invoice repairs queries should be raised within one month of the invoice date. We will normally respond to you within two weeks of receiving your query. Should this not be possible – for example, where we require detailed information from a third party – we will notify you and advise of a revised timescale.

If there is a major repairs project in your block (for example, re-roofing project, major stone works) there will normally be a guarantee for the works which owners will be informed about. In the event of quality issues regarding major repairs owners may raise these at any time during the guarantee period.

### **Preferred Contractors/ Suppliers**

We work with a preferred list of contractors/suppliers. These independent companies must maintain a high level of service to comply with our criteria and to remain on our preferred list. As we cannot check all repairs, we rely on feedback from our customers to monitor their performance. Our criteria include an assessment of competence, a requirement to provide items such as public liability insurance and where applicable health & safety statements. Our criteria also state that contractors should ensure adequate supervision during the works to ensure that the final inspection of the work carried out is by a suitably qualified person.

We have no financial or business interest in any contractors appointed by Queens Cross Factoring on behalf of homeowners. Furthermore, we do not receive any commission, fee, rebates, or benefit from the contractors/suppliers appointed to carry out work on the homeowners' behalf. The cost detailed on our common charges accounts is the amount invoiced by the contractor/supplier.

### **General Data Protection Regulation (GDPR)**

We take the issue of security and data protection seriously and adhere to guidelines within the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018. During the course of our activities we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. Our website [www.qcfactoring.co.uk/GDPR.html](http://www.qcfactoring.co.uk/GDPR.html) explains what information we collect, when we collect it and how we use it, as well as your rights to access or change this information.

## 5. Financial and Charging Arrangements

**Management Fee** – We have a management fee structure which sets out the level of management fee depending on whether a property is in a block of flats, a 4-in-a-block, or a house. Your annual management fee is detailed in your Block Schedule.

Our management fee is reviewed annually and approved by our Board. Any change in the management fee will come into effect from 1st April every year with customers being intimated by the 1st of March every year.

**Common Works** – Each owner within the block is responsible, along with the other owners in that block, for a share of the maintenance and repairs carried out in relation to that block. Your share for repairs will be charged in accordance with your title deeds or where appropriate Tenements (Scotland) Act 2004. However, different types of work may attract different proportions of costs. We do not make any profit or mark-up on repairs. Each owner is charged maintenance costs – for example, cleaning and grounds maintenance as quoted.

**Debt Recovery Arrangements** – In order that we can continue to maintain your property it is vital that we receive payment from owners. Non-payment on the part of owners can affect the level of service that we can provide to them and other owners.

On receipt of your quarterly factoring invoice if you are unable to pay you should contact us as soon as possible. All costs in relation to the recovery of debt will be levied to the owner's account. We have a formal debt recovery policy process which is available from us on request. We will treat owners who are in arrears fairly and with due consideration. We can advise you on contacting financial assistance agencies on request.

If we have exhausted all means to recover the debt without success, the outstanding amount may be split, as a cost, between the remaining owners in the block(s). We will notify the owners of the relevant block(s) at the earliest opportunity. This is in line with the majority of Deeds of Condition. However, if costs are recouped from the original owner in debt, these costs will be repaid to all the owners in that block(s).

It is important that each block is "in funds" in order to allow continuous delivery of services. If significant debt builds up and the block funds have a debit balance, contractors' services may be suspended until the debts are cleared. The float amount may also be increased.

**Float** – A float is payable on the date of entry. The value of the float is detailed in your Block Schedule. This will be refunded six months after a change of ownership.

## 5. Financial and Charging Arrangements (continued)

**Invoicing** – Invoices are issued quarterly in arrears as follows:

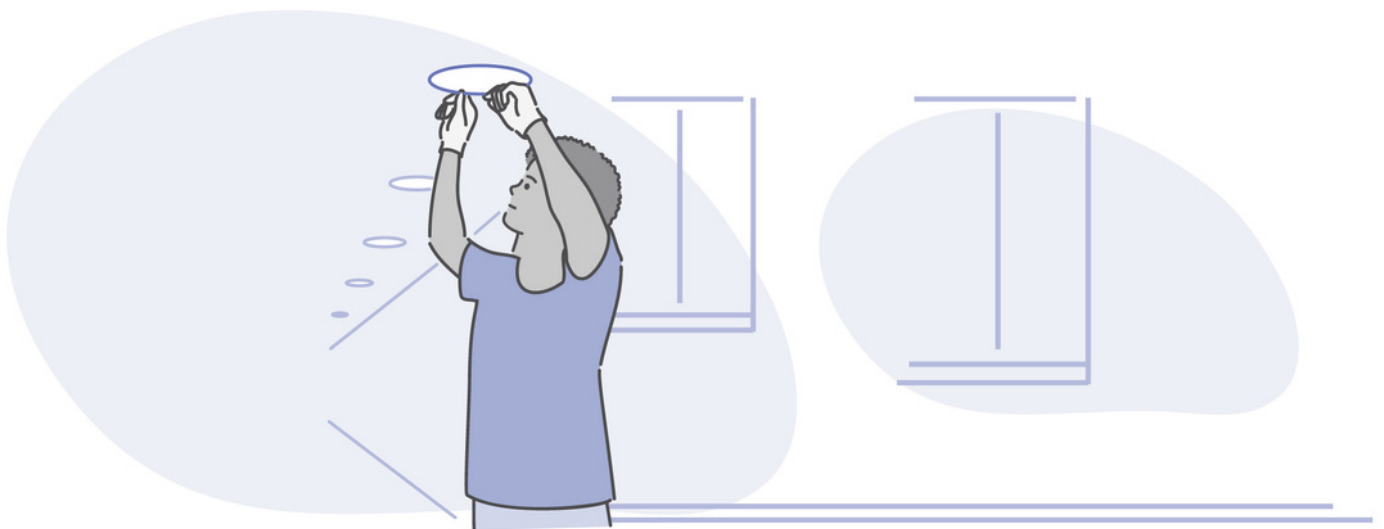
- Charges for the period 1st January – 31st March will be invoiced in April
- Charges for 1st April – 30th June will be invoiced in July
- Charges for 1st July – 30th September will be invoiced in October
- Charges for 1st October – 31st December will be invoiced in January

The invoices will be issued either by post or by email depending on your preference.

Some owners choose to make regular standing order payments to their account and pay off any balance on receipt of invoice, whilst others prefer to wait until the invoice is received. If you wish to set up a standing order, please contact us. Any outstanding balance must be paid 14 days from the date of invoice. Payment can be made via our website, by Internet banking, Bank Giro Credit, cheque, by phone or via our web portal and app.

We reserve the right to charge for arrears letters. Details of the charge are listed in your block schedule.

**Anti-Money Laundering** – We will comply with anti-money laundering legislation.



## 6. Communication Arrangements

A key part of the relationship between factor and homeowner is ensuring good communications. Our communication arrangements are set out below.

### **Service Standards**

Any incoming communications will be prioritised according to the nature of the communication. In any event we aim to respond to telephone calls within 48 hours and written communications within five working days. This does not mean that we will necessarily be able to resolve any queries within these timescales – for example, when there are complex issues, where we need to take professional advice, where we ourselves are waiting for information from a third party, in the event of staff absence, where the office is closed over a holiday period. However, we are committed to providing regular updates until any issues are resolved.

In order that we can respond to your communications promptly we would ask you to keep us informed of any changes to your contact details.

### **Complaints**

We strive to provide an excellent service and would hope that you do not have the cause to complain. However, we do have a formal complaints procedure, a copy of which is available on our website. Please note that the Property Factors (Scotland) Act 2011 has established a body which considers from homeowners who remain dissatisfied after exhausting our complaints procedure. The body is the First-tier Tribunal for Scotland (Housing and Property Chamber). Their address is Glasgow Tribunal Centre, 20 York Street, Glasgow, G2 8GT.



## 7. Declaration of Interests

Queens Cross Factoring (QCF) is a subsidiary of Queens Cross Housing Association (QCHA).

There will be occasions when QCHA owns a property within your development and QCF carries out the property management. As a co-proprietor, QCHA's rights and responsibilities are governed by the title deeds as are all owners.

For procurement purposes joint tendering is often carried out to provide economies of scale and value for money on the appointment of contractors, suppliers, consultants, solicitors and debt recovery agents. These are subject to appointment procedures and operate within contractual terms of agreement. No financial interest or personal or commercial benefit is gained from these appointments. Dependent on the nature of the procurement a condition of contract award may be a Community Benefit contribution which will be allocated to QCHA's Community Benefit Fund.

## 8. Terminating the Arrangement

We value your custom and hope that if problems do arise that you would discuss these with us first. However, should you wish to terminate the factoring arrangement with us you should check your Deed of Conditions for the correct procedure. Normally, this involves holding a fully constituted meeting of all owners at your block and having a majority vote to change factor, although the details may vary for individual blocks. You may also wish to refer to legislation such as the Tenement (Scotland) Act 2004, the Property Factors (Scotland) Act 2011 and other relevant legislation.

We will consider terminating the factoring arrangement with owners in a block if there is a failure to agree to required repairs and we cannot maintain the property in good condition.

Termination on either the side of the owners or the factor must be in writing and give three months' notice. As with all our changes of factoring arrangements, there is a charge per owner in respect of the costs associated with issuing your final invoice and the general administration involved in closing your file with us. In addition, we pay the insurance premium in advance on 1st April every year and thus may have to charge you for a contribution to the insurance premium we have already paid in the event of termination.

### **Property Factors (Scotland) Act 2011 and Code of Conduct**

If you wish to read the contents of the Act and the Code of Conduct you may do so on the Scottish Government's website –

[www.gov.scot/publications/code-of-conduct-for-property-factors-2011](http://www.gov.scot/publications/code-of-conduct-for-property-factors-2011)



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