

Homeowners



What do I need to know about ANCHO if I own my home?

ANCHO is a registered property factor under the Property Factors (Scotland) Act 2011 and we factor around 200 privately owned flatted properties throughout our estates.

As Factor, ANCHO are responsible for general management and the administration of the common areas within your property environment. Our role as Factor does not include tackling or resolving disputes between neighbours (tenants or owners) or enforcing tenancy agreements of Private Landlord tenants.

We aim to provide a value for money and efficient factoring service for owners in factored properties. Unless your block is "all sold", i.e. every flat is privately owned, ANCHO still has an interest in your building as landlord for any tenanted flats it still has.

Why do I need a factor?

If you live in housing which includes commonly owned areas (such as roofs, staircases, entrances and gardens), you and your co-owners will share joint responsibility for the repair and maintenance of these areas. ANCHO was appointed as the Factor to ensure that these common parts are properly maintained.

Where all of the properties within a block have been sold, ANCHO will not normally act as Factor.

What does ANCHO do as factor?

Our factoring service is covered in an agreement with owners called the Terms and Conditions for the Provision of a Factoring Service. The template version follows in this leaflet.

Terms and Conditions for the provision of a Factoring Service

These are the terms and conditions for the provision of a factoring service to owner occupiers by ANCHO Limited. We are a Housing Association and Registered Society under the Co-operative and Community Benefit Societies Act 2014 (registered number 2559R(S)) a recognised Scottish Charity (with Charity Number SC036082) with its Registered Office at Sovereign House, Irvine. We are referred to as “ANCHO” in this document.

Authority to Act

ANCHO is the Property Factor acting for and on behalf of all dwellinghouse owners within the block of flats of which your property forms part. ANCHO 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 if applicable Title Conditions (Scotland) Act 2003

Services Provided

Core Services

ANCHO will provide the core services set out in Part 1 of the Schedule annexed. ANCHO will have no liability for any failure to instruct repairs on its own initiative following a visit to the property and the block

Delegated Authority

ANCHO 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 £200 or such other sum as may be agreed with a majority of owners of the block. If the anticipated cost of any such item exceeds £200 it shall be instructed and carried out only when the work has been approved by a simple majority of the owners of the block or in accordance with the provisions of your titles deeds and all of the owners have paid their share to ANCHO in full. ANCHO may also instruct works at a cost exceeding £200 per owner if the works are required in an emergency or it considers the expense to be justifiable on grounds of health or safety and in these circumstances ANCHO shall recover the costs of that work in terms of Schedule 2 of this Agreement.

Additional Services

ANCHO may provide services outwith the core services set out in Part 1 of the Schedule (including major repair works and improvement) if it is authorised by the owner occupiers within the block to do so all in accordance with the provisions of your title deeds. The cost of such works will be confirmed to all of the owners within the block prior to the work being carried and the costs of carrying out the work shall be apportioned in accordance with Schedule 2 of this Agreement. ANCHO may include reasonable conditions in respect of payment for the provision of such additional services

Financial and Charging Arrangements

Management Fee

ANCHO will charge a management fee of £67.50 per annum 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 increase no later than 28th February with the increase taking effect from 1st April.

The Management Fee is the charge for managing the block of which your property forms part. This includes:

- Arranging maintenance and repair of the block common parts
- Liaising with contractors and tendering for the best service and price
- Working with an Insurance Broker to achieve an arrangement for the owners within the block and assisting home owners in making claims on the insurance
- Administrative costs in sending invoices, letters and newsletters
- Providing credit control to ensure that everyone is invoiced for their respective share of costs
- Working together with solicitors to recover outstanding debts on behalf of the owners within the block.
- Liaising with electricity companies to make sure all charges are accurate and fair, make payment of electricity invoices and recover the cost from the owners within the block
- Undertaking regular visits and maintenance checks

If because of the complexity of a particular repair or because of any other reason ANCHO is involved in additional work beyond its routine management duties it

may charge an additional fee in relation to a particular matter provided the same is reasonable and in accordance with the amount of time spent by ANCHO in dealing with the matter in question

Allocation of Costs

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

Each owner within the block is responsible for a share of the cost of maintaining the common parts of the block in various shares. Schedule 2 details the share of the common charges payable by each owner in the block.

All charges, assessments and outgoings for water, electricity, fuel, telephone and public or statutory utilities payable in respect of the common parts of the block will be charged as per your title deeds and in accordance with Schedule 2 hereof .

Planned Maintenance

If ANCHO agrees to undertake additional works/services or carry out work which exceeds its delegated authority it will seek your authorisation, providing you with information on the anticipated cost of such works. ANCHO may only carry out such works when ANCHO has been paid in advance by the all of the owners for the full amount of the estimated costs. Any reconciliation of costs during or following completion of such works shall be made by ANCHO and notified in writing to the owners. Any money due to or by ANCHO following such reconciliation shall be paid in full by the relevant party or parties within 28 days of the said written notification.

Invoicing

ANCHO will provide you with a paper invoice on a quarterly basis (during the months of April, July, October and January). Your invoice will detail what you have been charged for and a statement of account showing invoices due and payments made. The Management Fee and Insurance costs for the year will be payable in advance and included in your first quarterly invoice.

ANCHO shall, once annually, issue a full statement detailing all of the charges billed and paid for in the preceding year.

Payment

You will have a period of 28 days from the date of the invoice in which to make payment. If the invoice is not paid in full ANCHO will have no option but to follow the steps set out in its Debt Recovery Policy available on request from its office.

You can pay your invoice by the following methods:-

- By cheque made payable to ANCHO
- At any Pay Point
- Debit card/credit card
- Bank transfer
- Standing Order
- Direct debit
- Cash paid at the office

Factors Float

The sum of £100 is payable by each owner and ANCHO reserves the right to request this amount. This sum will be held by ANCHO on behalf of the owners. ANCHO will hold a separate bank account for the factors float and this will be separately accounted for. ANCHO shall have the authority to use the money paid by an owner together with any interest which has accrued to meet any debt owed to ANCHO in its capacity as factor for the block.

Change of Ownership

Each owner shall notify ANCHO of any changes in ownership of their property. On receipt of notification of such sale ANCHO will arrange to apportion the charges and sums due by the owner for the period to the date of sale. No administration charge will be made for this service.

On ceasing to be a factored owner a person is entitled to repayment of their share of the factors float after deduction of any sums due by that owner to ANCHO in their capacity as factor of the block.

Private Letting

If an owner privately lets their property, be it a residential property or a commercial one, ANCHO will pursue the owner for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant. A lease will regulate the agreement between the owner of the property

and their tenant. Any sums due in relation to common repairs and factoring are payable by the owner of the property and any enforcement action will be taken against them.

Insurance

ANCHO is responsible for effecting and keeping in force the buildings insurance cover for the block which will automatically be for a minimum of £131,060 per property. Should the owner or their mortgage lenders require the cover to be higher than this, they must advise ANCHO in writing and a revised premium will be charged.

- The premium applicable to your property is calculated annual insurance premium + brokers fee / number of owners

The Broker is Bruce Stevenson. The policy currently carries an excess of £250 for each claim. A summary of the policy is available on request. Any changes to the insurance cover/premium etc. will be communicated to you in writing on an annual basis.

If a claim requires to be made on the building insurance each owner shall contact ANCHO who will provide adequate details in order for the owner to make the claim. ANCHO will not submit insurance claims on behalf of owners. Any decisions on whether a claim is settled or not is the responsibility of the insurer and not ANCHO.

Where owners wish to take out their own buildings insurance for their property they will be required to provide evidence that insurance is in place and covers a share of the common parts of the building and continues to be in place on an annual basis. This is the responsibility of each owner, should this evidence not be provided ANCHO will insure the property on the owner's behalf and the whole annual fee will be applied.

Within the policy, there is cover in place for any portion of the common parts for which the owner is responsible. In addition, there is Property Owners Liability Insurance in place which provides liability cover for any claim made against an owner or the block of owners for any injury or damage to property which it can be proven, was as a result of a defect in the building.

Communication and Complaints

It is important to ANCHO that owners are satisfied with the factoring service that ANCHO provide. We actively encourage feedback from owners.

If you raise a telephone query with one of ANCHO's factoring staff we will get back to you within 7 working days.

If you have a complaint in relation to either the service which you have received or a specific matter ANCHO have a Complaints Policy which sets out the procedures which will be followed. ANCHO would ask that all complaints are put in writing (letter or email) addressed or delivered to its offices. The Complaints Policy is available from ANCHO's offices.

Declaration of Interest

ANCHO confirm that it owns properties within the block which is factored.

How to End the Factoring Arrangement

The appointment of ANCHO as factor may be terminated on the instructions of a majority of the owners in the block, in accordance with the provisions of your title deeds or by ANCHO, in each case upon giving not less than three months' prior notice in writing.

For the purpose of instructing ANCHO on factoring matters, each owner in the block shall have one vote for each property owned by him and which is occupied by him/her or is separately occupied by his/her tenant or is unoccupied. If the title deeds for the development allocate votes on the matter of factoring/maintenance/repairs in a different matter, those provisions shall prevail and shall be adhered to by ANCHO in carrying out the factoring. Where a property is owned by more than one person and the owners cannot agree that vote is disregarded. Where the ownership of the property is shared between ANCHO and the owner ANCHO shall be entitled to cast the vote relating to that property.

Reporting Common Repairs

As factors, ANCHO will try to set and maintain a high standard of maintenance and repairs. Repairs procedures have been developed to ensure that repairs have been carried out to a good standard, in a cost effective 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 ANCHO by reporting any defects to ANCHO office. Repairs can be reported in the following way:-

- Calling into our Office
- Phoning us on 030 3030 0999. If the common repair is an emergency, the answering machine will provide the contractors emergency numbers that can be rung
- Writing to us at Sovereign House, Academy Road, Irvine, KA12 8RL.

When you report a defect please give as much information as possible and advise if you want to be visited by a member of ANCHO's Technical team to demonstrate where the necessary repair is located

If the required repair is straightforward ANCHO will pass the information directly to one of ANCHO's approved contractors and they will carry out the works. If the repair is less straightforward ANCHO will request a maintenance officer to visit the block and assess the repair.

The target turnaround timescales for common repairs are as follows:-

- Emergencies To be made safe within 2 hours, complete within 6 hours
- Urgent Complete within 3 working days.
- Routine Complete within 10 working days

Repairs will sometimes take longer (for example, if the contractor has to order spare parts). If you are concerned about how long a repair is taking, or if a repair is not carried out to your satisfaction please contact ANCHO.

Please note that the Property Factors Act requires that ANCHO 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. By appointing ANCHO on these terms and conditions you are agreeing to this publication.

SCHEDULE PART 1

SERVICES TO BE PROVIDED BY ANCHO

ANCHO will

1. make periodic visits to the block and take appropriate action to deal with any repairs affecting of a common or shared areas which are discovered.
2. 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, to maintain, repair, decorate, arrange lighting and cleansing and renewing, reinstating and rebuilding of the common parts of the block and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding.
3. 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 to inspect, maintain in good working order, repair, overhaul, replace, renew and operating the plant and equipment used in common by the owners of the block including the cost of provision for renewal and replacement of the same and the full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that ANCHO consider necessary
4. 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 cost of reinstatement of the block
5. provide, service and monitor 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 repair, maintain and renew the same).
6. when instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used.
7. arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen to co-ordinate their work.

8. obtain estimates from several tradesmen for the same job where they consider it to be in the interests of the owners, advise the owners as appropriate and obtain their instructions before proceeding.
9. provision of such security equipment and apparatus for the property as ANCHO 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
10. investigate any complaints of unsatisfactory work and where considered necessary by ANCHO 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.
11. check tradesmen's accounts when rendered, including any charge of VAT.
12. if an owner wishes to install a satellite dish and the erection of same is not prohibited by virtue of the title deeds to the block ANCHO will require site of the installers insurances and health and safety policy relating to working at heights. In addition there will be a one off charge of £50 for inspection of the roof before and after the works are carried out.
13. when a change of ownership takes place on request make the necessary apportionment of insurances, repairs and other outgoings between the seller and the purchaser.
14. if requested, arrange to make available for inspection on one occasion in each year copies or originals of all tradesmen's accounts for that year (additional copies can be provided at separate cost).
15. arrange insurances including insurance against loss by fire and other risks normally insured against under a common comprehensive insurance Policy (which policy is to cover all the flats within the block and the block common parts) with an established insurance company for the full replacement value which insurance shall be in the name of ANCHO and taken out and held for behalf of all the owners and the holders of bonds or other securities over the same (if any) for their respective right and interests.

SCHEDULE PART 2

This schedule is specific to each block and describes how costs will be apportioned.

Questions

We're happy to help if you're unsure about what to do. Just call our Freephone number **03030 300 999**



Telephone: 01294 313121



Email: mail@ancho.co.uk



Web: www.ancho.co.uk

ANCHO Ltd is a Registered Society under the Co-operative and Community Benefit Societies Act 2014 (No 2559R(S)), Registered with the Scottish Housing Regulator (No 306), Recognised as a Scottish Charity (No SC036082), Registered property factor (PF000346)