



# FACTORING POLICY

<b>POLICY IMPLEMENTATION CHECKLIST</b>	
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# FACTORING POLICY

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## 1.0 INTRODUCTION

This policy sets out the principals behind which Garrion People's Housing Co-operative will operate its factoring service.

The underlying aims of providing the service will be to provide a safe, high quality living environment for all occupiers and visitors. Through delivering this service we will maintain the fabric of the buildings and common areas to a high standard ensuring it is an attractive place to live.

This Policy reflects the terms of the Property Factors (Scotland) Act 2011.

In accordance with the Act, Garrion People's Housing Co-operative:-

- Maintain registration as a Property Factor on the Scottish Government's Property Factor Register– *registration number* PF000178 and re-register every 3 years;
- Submit annual returns to the Scottish Government to update their register of all factored properties / land details;
- Comply with the Code of Conduct for registered property factors (revised in August 2021) which sets out the overarching standards of practice the Co-operative should apply;
- Provide a high quality factoring service measured by satisfaction surveys of factored owners;
- Meet relevant legal and good practice guidance;
- Provide clear and comprehensive factoring advice and information to our factored owners;
- Minimise factoring arrears and maximise the recovery of sums owed by owners in arrears via our Factoring Debt Recovery Policy and Procedures.

## 2.0 POLICY AIMS AND OBJECTIVES

The Co-operative aims to provide an efficient factoring service and value for money for owners who live within the Gowkthrapple area.

Through delivery of our factored service, the Co-operative aims to maintain the asset value of both owners and Co-operative properties.

Our objectives are as follows:-

- Managing the factored properties and estates effectively to ensure the Co-operative's interests in the area and those of all residents are protected and that common areas are maintained to the highest possible standard;
- To ensure the condition of the Co-operative's property is preserved, thereby protecting our investment;

- To clearly define the respective duties and responsibilities of both factored owners and the Co-operative;
- Ensuring that debts and operating costs are pursued fairly in accordance with agreements and the Factoring Debt Recovery Policy and Procedures;
- To provide clear information to owners on our factored service;
- To regularly review and monitor our factoring service;
- Ensure value for money;
- By implementing an effective factoring accounts system and efficient debt recovery, the Co-operative will seek to maximise its income and promote an awareness of owner's responsibilities;
- To encourage owners to participate in the factoring process and decisions that affect the property.

### **3.0 LEGAL REQUIREMENTS, CHARTER AND GOOD PRACTICE**

The Co-operative will ensure that it conducts its business in a manner that complies with relevant legislation.

Factoring services are governed by a wide range of legislation which the Co-operative will ensure it meets.

The Property Factor's (Scotland) Act 2011 incorporates the Code of Conduct for Property Factors. The Code of Conduct conveys the minimum standard of practice required when providing a factoring service.

The Co-operative has registered with the Scottish Government as Property Factors and must provide a Written Statement of Services detailing:-

- Authority to Act;
- Services Provided;
- Financial and Charging Arrangements;
- Insurance Details;
- Communication and Complaints;
- How to End the Factoring Arrangement;
- Change of Ownership;
- Reporting Common Repairs;
- Allocation of Cost of Common Repairs.

In the majority of cases the Authority to Act is detailed in the Deed of Conditions which also sets out the payment shares and the way in which the management of the common areas will be carried out.

The Co-operative will operate its Factoring Service in accordance with the Code of Conduct for Property Factors and comply with the Regulatory Standards of Governance and Financial Management.

### **Scottish Social Housing Charter**

The Scottish Social Housing Charter sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Co-operative will take account of and comply with the relevant outcomes contained within the Scottish Social Housing Charter as follows:-

**Outcome 1: Equalities** – Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

**Outcome 2: Communication** – Social landlords manage their business so that tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

**Outcome 13: Value for Money** – Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

## **4.0 PROPERTY MANAGEMENT SERVICE**

Where the Co-operative is the factor, we provide a property management service for property owners within Gowkthrapple.

Property management includes providing a maintenance, repair and management service for the common parts of buildings and common ground within each area.

We provide the following property management services:-

- Routine and cyclical / planned maintenance – repair and renewal to the common parts;
- Carrying out emergency repairs necessary for the health and safety of the occupants and the public or the safety of the property;
- Authorised major repair works;
- Additional services – including buildings insurance, managing maintenance contracts (for example, landscape maintenance);
- Co-ordination of payment for common electricity within the block.

## **5.0 TITLE DEEDS**

The Title Deeds define the location of an owner's property and details the rights and responsibilities for their property and the shared responsibilities that each owner has within the block.

The Deed of Conditions included within the Title should specify: -

- The owners responsibilities for the management and maintenance of common parts;
- Specify how decisions should be made;
- Specify how costs are to be allocated between owners;
- The arrangement for paying for maintenance and repair.

Some Title Deeds for flats may not detail how decisions should be taken or describe all common parts. When this happens, the provisions of the Tenement (Scotland) Act 2004 are applied.

## **6.0 WRITTEN STATEMENT OF SERVICES**

The Property Factors (Scotland) Act 2011 requires Landlords to provide each owner with a Written Statement of Services which sets out the terms and service delivery standards of the arrangement in place between the owner and the Co-operative. This Statement includes the Co-operative's Property Registration Number as a registered Property Factor. The schedule associated with the Written Statement of Services will differ in content for owners of houses and flats and be consistent with the Title Deeds for the property.

The Housing Officer will be responsible to provide a Written Statement to: -

- any new owner, within 4 weeks, of the Co-operative agreeing to provide the Factoring Service to them;
- any new owner, within 4 weeks of being made aware of a change in ownership of a property where the Co-operative already provides the factoring service;
- any owner at the earliest opportunity, but not exceeding one year, if there is any substantial change to the terms of the written statement.

In preparing the Written Statement for each property, the Co-operative will take account of any conditions within the Title Deeds and any other formal document with legal effect or any relevant legislation included within the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004.

The Written Statement will include: -

- A statement on what authority we have to act as factors to the owners within the property;
- The core services the Co-operative provides which will include how to report a repair, our response times for both common routine and emergency works;

- Any additional service that are non-core services the Co-operative may provide, the charges and how they are notified and calculated;
- The management fee charged;
- The percentage share of charges for common works and services which are the responsibility of the owners;
- Details of the common insurance policy;
- Details of the invoicing and payment collection process;
- Outline the debt recovery procedure;
- Change of ownership process;
- How to end the factoring arrangement;
- The Co-operative's complaints process.

Where there is a significant change to the factoring services provided to owners the Co-operative will reissue owners with a new Written Statement.

## **7.0 MANAGEMENT FEE**

The Co-operative will charge an annual management fee for carrying out its function of providing the core services including those services listed below:-

- Having access to report common repairs and discuss factoring issues with the Co-operative;
- Arranging maintenance and repairs to common areas and liaise with contractors to ensure they are carried out timeously and to the required standard;
- Arranging, monitoring and supervision of routine, planned and major repair works as appropriate including regular visits and maintenance checks;
- Engaging and liaising with an insurance broker to put in place appropriate insurance arrangements for the owners and providing the owners with the required policy number and excess details to allow the owner to make claims on the insurance;
- Co-ordinating, managing and apportioning common services costs and pursuing outstanding debts in line with our Factoring Arrears Debt Recovery Policy and Procedures;
- Administration costs in sending invoices, letters and newsletters;
- Issuing invoices and updating owners accounts and debt recovery management where necessary in accordance with our Factoring Debt Recovery Policy and Procedures;
- Engaging and liaising with solicitors to obtain legal advice in relation to factoring related matters and to recover outstanding debts;



- Liasing with energy companies to make sure all charges applicable to the common parts are fair and accurate. Including making payment of same, apportioning and recovering costs from owners;
- Updating information at change of ownership.

If, due to the complexity of a particular repair or because of any other reason the Co-operative is involved in additional work beyond its routine management duties, the Co-operative 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 and costs incurred by the Co-operative in dealing with the matter in question.

An administration fee of 10% of the cost of works, including associated professional fees and any other direct contract costs, will be applied for any additional services carried out by the Co-operative.

The Management Fee will be reviewed annually by the Senior Finance Officer taking account of the costs incurred from the previous year in providing the service and projected for the coming year.

The Senior Finance Officer will advise owners of any increase to the Management Fee or changes to how it is calculated no later than 28 February each year with the increase taking effect from 1st of April of that year.

## **8.0 CHARGES**

The Co-operative will invoice owners for its factoring service on a 6 monthly basis. We will provide each owner with an invoice by email, or by post where the Co-operative does not have a current email address for the owner. These invoices will be issued on a six-monthly basis by 30 April and 31 October each year.

The invoices will detail the breakdown of charges payable by the owner and a description of the activities and works we have carried out which are charged for. A paper invoice will also be sent on a six-monthly basis to any applicable owners for any additional services undertaken by the Co-operative.

Information on payment methods will be included on the invoice sent to the owner.

The charges will include:-

- The Management Fee;
- Buildings Insurance;
- The costs of the common repairs/services as set out within the Title Deeds and Written Statement for each property factored.

The cost for any agreed common work of a planned or major repair nature will be included within the 6 monthly factoring accounts to owners.

The Co-operative may, at its discretion include owners' properties in any non-common work of planned maintenance provided that all sums due in respect of the work is paid upfront and there is no risk to the Co-operative.

If owners have cause to call out a contractor for an emergency common repair, they must ensure the repair is common and an emergency, otherwise the Co-operative will seek to recover all costs incurred as a result of the call from the owner.

### **Professional Fees**

The Co-operative may, because of the complexity of a particular repair or we are involved in additional work beyond our routine management duties, charge an additional co-ordination fee to cover staff costs or professional fees i.e. architect, engineer etc. relating to the co-ordination of such works provided such charge is reasonable and in accordance with the amount of time spent by the Co-operative in dealing with the matter in question.

### **Deposit / Floats**

The Deed of Conditions may allow the Co-operative to collect a deposit / float per property from owners that would be held in order to fund factoring charges.

Should this apply, the deposit / float would be payable when the owner takes possession of the property and would normally be refunded on its sale. Any arrears on the factoring account at the time of sale would be deducted from the deposit / float.

## **9.0 BUILDING INSURANCE**

Under the terms of their Deed of Conditions, owners may be required to insure their property and the common parts of their building through a Common Buildings Insurance policy.

As Property Factor the Co-operative will ensure that all owners in this situation are included in our common policy.

The Co-operative is responsible for effecting and keeping in force adequate insurance cover, including all necessary Public Liability Insurance, for any common parts that it manages.

In these cases a summary of the Buildings Insurance Policy will be issued annually to all factored owners. The insurance arranged by the Co-operative shall indicate details of the insurer, the total sum insured, the premium paid, any excesses which apply and a summary of the policy information. Any changes to the insurance cover/premium etc. will be communicated to owners in writing on an annual basis.

If a claim requires to be made on the insurance each owner shall contact the Co-operative, who will provide insurer's details and policy number for the owner to make the claim.

The Co-operative will not submit insurance claims on behalf of owners unless otherwise agreed. Any decision on whether a claim is settled or not is the responsibility of the insurer and not of the Co-operative.

The Co-operative shall have no further responsibility in relation to the insurance of the building or any parts thereof.

Where applicable, owners will usually be charged 6 monthly for buildings insurance. If there is a change in ownership there will be a refund of any unused cover and the new owner will be invited to participate for the remaining term of cover.

## **10.0 RESPONSIBILITIES**

The Co-operative will deliver the factoring service as follows: -

- Senior Finance Officer will be responsible for calculating the costs to be recharged to owners, sending the factoring invoices timeously, updating payments to owners' accounts, monitoring payments and issuing a reminder as per outlined in the Factoring Debt Recovery Policy and Procedures;
- Senior Finance Officer will be responsible for engaging and liaising with an insurance broker to put in place appropriate insurance arrangements for the owners and providing the owners with the required policy number and excess details to allow the owner to make claims on the insurance;
- Senior Finance Officer will be responsible to review on an annual basis the Management Fee and advise the owners no later than 28 February each year with the increase due to take effect from 1<sup>st</sup> of April that year;
- Maintenance Officer will deal with identifying and processing common works, planned works and any major repair works, including notification and consultation with owners;
- Housing Officer will be responsible for dealing with general enquiries, carrying out debt control/recovery as necessary and changes of ownership;
- Housing Officer will deal with initial complaints as per the Co-operative's Complaints Procedure.

## **11.0 CONSULTATION**

The Maintenance Officer will consult with owners before providing work or services which will incur charges in addition to the core services and where the cost of any particular work is above the threshold stated within the owner's Written Statement.

Owners will be included with the Co-operative's Satisfaction Survey which is carried out every three years and in an ongoing yearly survey.

## **12.0 MAINTENANCE AND REPAIRS**

The Co-operative will have in place procedures to: -

- Allow owners to notify us of matters requiring repair, maintenance or attention and will inform owners of progress of this work, including estimated timescales for completion;
- Deal with emergencies and for giving contractors access to properties to carry out emergency repairs wherever possible;

Separately from our factoring service, the Co-operative will offer owners the opportunity of opting into property component contracts where appropriate e.g.window replacements.

### **13.0 MAINTAINING COMMON AREAS**

The Co-operative will offer the following services at a cost to factored owners:-

- Grass cutting;
- De-littering;
- Backcourt maintenance;
- Close Cleaning;
- Common Window Cleaning;
- Close Lighting;
- Controlled Entry/TV Aerial;
- Communal repairs.

Where the Co-operative considers the level of cleanliness or maintenance in the common area is below an acceptable standard due to non-participation it will arrange one off cleaning which will be recharged and treated as a common repair.

#### **Core Services provided by the Co-operative**

The Co-operative will provide core services, as set out within the Written Statement of Services to the common parts only as follows:-

- Make visits to the block at least once annually to identify any repairs that may be required to the Common Parts;
- Instruct maintenance, repair and renewal of the common parts where it deems appropriate or when properly instructed by the owners, including repairing or replacing damaged common close doors and locks, replacing broken roof tiles, inspecting and replacing flooring where required, inspecting and replacing paving/slabs/footpaths, inspecting and replacing railings, inspecting and replacing handrails, checking and clearing bin stores;
- Instruct the maintenance, repair and renewal of all plant and equipment used in common by the owners within the block, including any maintenance or service contracts that we consider necessary;
- Instruct firms which, from our experience, we 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 where appropriate 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;

- Instruct firms which, from our experience, we 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 we consider necessary;
- Employ professionals such as accountants, architects, engineers, surveyors or other professional advisers to certify any matter or thing to be certified for the purposes of any provisions contained within the Written Statement of Services;
- When instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used;
- Arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen to co-ordinate their work;
- Obtain estimates from several tradesmen, as per our Procurement Policy and Procedure, for the same job where they consider it to be in the interests of the Owners. In these circumstances we will advise the owners as appropriate and obtain their instructions before proceeding if the anticipated cost of the works is likely to exceed the agreed delegated authority figure;
- Arrange and monitor routine stair cleaning and landscape work;
- Provide such security equipment and apparatus for the property as we 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;
- Investigate any complaints of unsatisfactory work and where considered necessary by us and if so instructed by a majority of the owners arrange for a professional report on the completed repair subject to any fees for the same being chargeable to the owners;
- Check tradesmen's accounts when rendered, including any charge of VAT;
- 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;
- 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);
- Arrange insurances, including buildings insurance against loss by fire and other risks normally insured against under a common comprehensive insurance policy and the common parts with an established insurance company for the full replacement value. This insurance shall be in the name of the Co-operative and taken out and held on behalf of all the owners and the holders of bonds or other securities over the same (if any) for their respective right and interests;
- Consult in the first instance with the owners in the event of any court action being raised on behalf of the owners by or against any third party as the owners will be liable for all legal costs not recovered;
- Where the proposed repair is mutual to an adjoining building, we will assist the owners in so far as reasonable in negotiating with the adjoining owners or property manager and endeavour to ensure the work is agreed and then completed satisfactorily at a reasonable cost.

## **Services Not Provided by the Co-operative**

The following services will not be provided by the Co-operative:

- Internal repairs and maintenance to 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 title deeds;
- The Co-operative will not intervene where disputes arise between neighbours, including issues relating to car parking, noise, dog fouling etc. and the such like, we may signpost residents to appropriate agencies who are able to provide advice and/or mediation services.

## **14.0 PLANNED MAINTENANCE**

If the Co-operative agrees to undertake additional works/services or carry out work which exceeds its delegated authority it will providing the owners with information on the anticipated cost of such works and seek authorisation from the owners to carry out such works, all in accordance with the title deeds or relevant legislation.

The Co-operative will only carry out such works when we have been paid in advance by all 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 the Co-operative and notified in writing to the owners. Any money due to or by the Co-operative following such reconciliation shall be paid in full by the relevant party or parties within 30 days of the said written notification.

Planning ahead is a key part of the factoring service, regular preventative maintenance will prove worthwhile over the longer term and ensure that the properties do not fall into disrepair, remaining a safe and attractive place to live.

## **15.0 DELEGATED AUTHORITY**

The Co-operative has the delegated authority of the owners to instruct and have carried out repairs, maintenance and, where necessary, replacement to the Common Parts pertaining to the block being factored, provided that the anticipated cost per property within the block of any one item at the time when it is instructed will not exceed £1,000 or such other sum as may be agreed in accordance with the title deeds for the block, or by a simple majority if not specified in your title deeds. This sum will include VAT and any fees associated with the works in question.

If the anticipated cost of any such item exceeds £1,000 per property 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 the title deeds, or by a simple majority if not specified in their title deeds.

However, the Co-operative may also instruct works at a cost exceeding £500 per property 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, the Co-operative shall be entitled to recover the costs of that work in terms of the Written Statement of Service. A situation will be

deemed an emergency if a properly convened meeting of the owners is not possible prior to the emergency works being carried out.

All works carried out will be subject to the Co-operative's Procurement Policy or normal maintenance processes. A copy of the Procurement Policy can be requested from us using the contact details provided within this document.

## **16.0 SALE OF PROPERTY / CHANGE OF OWNERSHIP**

Each owner, or their solicitor, shall notify the Co-operative of any changes in ownership of their property at least 14 days in advance of any proposed change in ownership of their property (whether by sale or other type of ownership transfer).

On receipt of notification of such a change in ownership, the Senior Finance Officer in conjunction with the Housing Officer will arrange to apportion the charges and sums due by the outgoing owner for the period to the date of completion of the sale or transfer, once known. 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 the Co-operative in our capacity as factor of the Block.

An administration charge of £50.00 will be made to any owner selling a dwellinghouse within the block for the apportionment of common charges and updating of information as to ownership.

Any credit balance held on your account will be repaid to the owner within 30 days of the Co-operative receiving confirmation of completion of the sale or transfer of a property or receiving final invoices from any third parties, such as contractors or utility companies, whichever is later.

## **17.0 PRIVATE LETTING**

If an owner privately lets their property, whether on a residential or commercial basis, the Co-operative 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 only regulate the private agreement between the owner of the property and their tenant and does not alter the factoring obligations of the owner to the Co-operative and the other owners. Any sums due in relation to common repairs and factoring are payable to the Co-operative by the owner of the property and any enforcement action will be taken against the owner.

## **18.0 DEBT RECOVERY**

The Co-operative has clear written policy and procedures for debt recovery which outlines the steps staff will take when an owner's account falls into arrears. This policy will be in accordance with the Written Statement of Services.

The Senior Finance Officer will be responsible for managing and producing the owners factoring accounts and sending a first reminder after 30 days should any sums remain outstanding.

The Housing Officer will ensure all methods are used to pursue the debt by means of letters, phone calls, house visits and office interviews.

The Co-operative recognises that in some circumstances, repayment of charges in full would cause excessive financial problems for the owner. With this in mind, we will strive to agree a reasonable and affordable payment arrangement.

Where an owner expresses difficulty in making payments, the Housing Officer will offer the services of the Co-operative's AFTAR project with Citizens Advice Bureau (Income / Money Advice services).

The debt and any recovery action will be recorded on the Co-operative's Housing Management Software System (SDM) and logged within the diary by the Housing Officer.

Finance will work in conjunction with the Housing Officers to pursue any non-payment and legal action in line with the procedures outlined in the Factoring Debt Recovery Policy.

Senior Management will be consulted prior to any legal action being taken. A report in respect of factoring arrears will be presented to the Management Committee from the Senior Finance Officer annually.

## **19.0 COMMUNICATION AND COMPLAINTS**

An owner can request any information, documents and policies/procedures required by contacting the Co-operative on the contact details set out in the "Reporting Common Repairs" section of the Written Statement of Service.

It is important to the Co-operative that owners are satisfied with the factoring service it provides and so feedback from owners is actively encouraged. The Co-operative will respond within 3 working days to any telephone queries raised with factoring staff except where it relates to a repair, in which case the timescales set out below in the "Reporting Common Repairs" section of this document apply.

The Co-operative will, where reasonable practicable, attend meetings of owners (or any committee or steering group) to discuss and/or respond to matters relating to the property factor's service.

The Co-operative has a clear written procedure for responding to matters arising about the quality of the services it provides. All customers are welcome to make informal contact with staff to try to resolve any difficulties, but should they wish to make a formal complaint about the



way a service has been provided the Co-operative will respond within the appropriate timeframes set out in accordance with our Complaints Policy and Procedures.

Any owner who has exhausted the formal complaints procedure and remains unsatisfied with the Co-operative's decision, has the right to a further appeal via the First-Tier Tribunal for Scotland, Housing and Property Chamber (FTT).

Contact details for the Tribunal are provided to all factored owners by the Co-operative via the owners Written Statement of Service and within the Co-operative's Guide to using our Complaints Process.

We will record all complaints received and details of the actions required are taken and the outcome of any investigation are logged on the SDM Complaints Register. We will aim to use this information to improve our factoring service.

We will comply with any request for information from the First-tier Tribunal for Scotland Housing and Property Chamber (FTT), Scottish Public Services Ombudsman (SPSO) or the Scottish Housing Regulator (SHR) in respect of any complaint made to them.

## **20.0 GENERAL DATA PROTECTION REGULATION (GDPR)**

The Co-operative will process information and data in accordance with its policies and procedures relating to the General Data Protection Regulations.

Information regarding how data will be used and the basis for processing data is provided in the Co-operative's Fair Processing Notice.

## **21.0 EQUALITY AND DIVERSITY**

The Co-operative is committed to promoting an environment of respect, understanding, encouraging diversity and eliminating discrimination by providing equality of opportunity for all. We will endeavour to ensure a fair and equal service to everyone and that all services are carried out in an undiscriminating manner in line with the Co-operative's Equality and Diversity Policy.

In particular, we will not discriminate on the grounds of age, disability, marriage and civil partnership, pregnancy and maternity, race, religion or belief, gender reassignment, sex and sexual orientation.

We will ensure that everyone has equal access to information and services to meet specific need. Upon request we will make available documents in a range of alternative formats/languages.

## **22.0 POLICY REVIEW**

This Policy will be reviewed every 5 years or in response to any change in legislation or recommendations made by the First-tier Tribunal for Scotland, Housing and Property Chamber (FTT), Scottish Public Services Ombudsman (SPSO) or the Scottish Housing Regulator (SHR).