

## Contact us

For more information about any of our services, please visit us online at [www.lowtherhomes.com](http://www.lowtherhomes.com)

Our customer service centre is available 24 hours a day, seven days a week on **0800 561 6666**.

We can produce information on request in large print, Braille and audio formats. Visit [www.lowtherhomes.com](http://www.lowtherhomes.com) or call **0800 561 6666**.



Lowther Homes Limited is a company registered in Scotland under the Companies Acts (SC 402836) having its Registered office at Wheatley House, 25 Cochrane Street, Glasgow G1 1HL. Lowther Homes has been approved on the Scottish Letting Agent Register, registration number LARN1903007 and is a registered landlord with 12 local authorities. Lowther Homes is also a registered property factor under the Property Factors (Scotland) Act (PF000785). Lowther Homes Limited carries out property management services on behalf of other registered property factors: Wheatley Homes Glasgow number PF000287, Wheatley Homes East Limited number PF000378, Loretto Housing Association Limited number PF000402, and Wheatley Homes South Limited number PF000358.

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# Lowther

Live smart

## Written Statement of Services Part 2

Everything you need to know about our factoring services

Updated March 2024



## Written Statement

Lowther delivers excellent services, day-in, day-out, to over 29,000 customers across central and southern Scotland.

Our friendly and experienced staff are here for you 24 hours a day, every day of the year.

We're proud to be part of Wheatley Group – Scotland's leading housing, care and property-management group.

**Lowther**  
Live smart.

This booklet forms part of our Written Statement of Services and meets our obligations as a registered property factor. This booklet accompanies the Written Statement of Services Part 1 letter you receive annually, setting out the specific services you receive and key information about our charges and your share.

Our Written Statement of Services is not intended to be a legally binding agreement and does not form part of any contract. It describes, in simple and transparent terms, how we will deliver services and sets out our service commitments to you. It also meets the requirements of the Code of Conduct for Property Factors as required in the Property Factors (Scotland) Act 2011.

If there is anything in this booklet you do not understand please get in touch.

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## Our commitment to excellence

Our vision is to deliver excellence by putting you, our customer, at the heart of everything we do. We commit to providing consistently high quality, responsive services at an affordable price.

We want to be Scotland's best factor. Our Written Statement of Services is key to telling you what we do and how we do it.

We have a professional, well trained team here to support you. Our agents are qualified associate members of the Institute of Residential Property Managers. We have been recognised to Platinum Standard for investing in our people. We are always striving to do better, to learn from where we have failed you or not met the high standards we set ourselves. We continually review our services and customer feedback to further develop the services and products we provide.

As part of Wheatley Group, we have a wealth of expertise and resources that help support our

services to you. This includes our 24/7 customer contact centre, dedicated legal and debt recovery teams and skilled asset management support. We also use the considerable scale and buying power of the Group to keep the costs of our services as low as possible.

Any surplus we generate is gift-aided to the Wheatley Foundation, our parent company's charitable body, to support people in Wheatley communities across Scotland.

We have an obligation under the Property Factors (Scotland) Act to be registered as a Property Factor with Scottish Ministers. Part of that registration process includes registering every property we factor. You can review the register at [www.propertyfactorregister.gov.scot/PropertyFactorRegister](http://www.propertyfactorregister.gov.scot/PropertyFactorRegister)

We have a duty to comply with the Code of Conduct for Property Factors, this can be found at [www.gov.scot/publications/code-of-conduct-for-property-factors-2021/](http://www.gov.scot/publications/code-of-conduct-for-property-factors-2021/)

## Our authority to provide services

**Lowther provides your property management services for one of the following reasons:**

- we are named as factor in your property's Title Deeds
- we have been appointed as the agent of the factor named in your Title Deeds. This is likely if your factor is one of Wheatley Group's landlords
- we have been appointed as property factor by a majority of owners or your property's developer
- your previous factor transferred their business to Lowther or another factor in the Wheatley Group for whom we provide the services.



The factors we provide services for are listed on the back page

This Written Statement of Services booklet tells you how we will provide services to you as your factor or as the agent for another factor.

If you want to know more about how we have come to be your factor please get in touch.

Your Title Deeds describe the common parts for your property. They also contain the rules covering the management, maintenance, insurance, repair and improvement of these common parts of your building, and the rights and responsibilities of you as owner and your factor.

We will act in accordance with your Title Deeds or Factoring Agreement, when arranging and carrying out necessary common repairs and other factoring duties. If your Title Deeds are unclear we will refer to the Tenement (Scotland) Act 2004.

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## Our role

### In general terms it is a homeowner's responsibility to:

- › report repairs as soon as you spot an issue
- › keep the common parts of your building clean, well-maintained and in good order.

We are here to help you do this by providing the services as set out in your Title Deeds.

Your Title Deeds will set out specific responsibilities for your factor, for example, to arrange buildings insurance, and make repairs to common parts and land belonging to you and your neighbours.

We will act on behalf of you and your neighbours to manage the common parts of your property such as the stairs and landings or shared backcourts and landscaped areas. Often homeowners are not clear about

the role of the property factor and what we can and cannot do. We will provide help and support to homeowners where we can, and act for you within the scope allowed in your Title Deeds.

We do not have the same powers as social landlords or local authorities so there are some things we can't do, for example, getting involved in disputes between neighbours or tackling anti-social behaviour involving residents.

If you are unsure about what we can do to help you, please get in touch.

If you're looking for a good independent resource to help you understand your role and ours, take a look at **www.underoneroof.scot** – the site offers independent advice to home owners in Scotland.

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## Our core services

### We provide core factoring services to you through the management fee we charge. These include:

#### › 24/7 customer service:

- through your My Lowther online account meaning you can report a repair, pay a bill and check your account details when it suits you
  - by calling our customer helpline on **0800 561 6666**. We're available 24/7 so we're here whenever you need us
- › collecting your neighbours' share of costs for works including debt recovery actions
  - › arranging owners' meetings and arranging votes on works
  - › using our scale and expertise to procure, organise and manage a range of contractors that deliver value for money services when you need them
  - › administration of your account with us, including setting you up on our systems
  - › providing advice and support, for example, on how to protect your home, how to access available grants, and understand any legislative changes that may affect homeowners
  - › keeping you informed through our website and other communications.

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## Buildings insurance

Homeowners have a statutory duty to insure against prescribed risks such as fire or flood under the Tenements (Scotland) Act 2004 and the Tenements (Scotland) Act 2004 (prescribed Risks) Order 2007.

In most cases your Title Deeds will require your property factor to arrange buildings insurance for all the properties in your block, including the common parts. This is designed to protect everyone's interests and means your block is always fully covered in the event of an insured act such as fire or storm damage.

We take our responsibility for arranging building insurance very seriously. We do this through Wheatley Solutions, part of Wheatley Group, who are regulated by the Financial Conduct Authority.

If Lowther arranges your buildings insurance, every year we will send you details of your cover, a policy schedule showing your annual premium (paid quarterly and detailed on

your common charge bills), any policy excess and details of the insurance provider. We will also tell you the maximum amount you can claim.

### Revaluation

We will carry out property revaluations to establish the building reinstatement valuation for the purposes of insuring your property. We do this before re-procuring our overall building insurance needs which we do every 3–5 years. We will write to you with more information about this process when it is due to take place.

Outwith our revaluation exercise, it is your responsibility as a homeowner to tell us if the rebuild value of your home exceeds the maximum amount you can claim, as stated on the policy schedule. Our policy will cover higher rebuild values but we need to notify our insurer if this is the case, and we need up to date information from you to do this. Your policy schedule will confirm what you are covered for.

We recommend that homeowners get regular valuations of their properties to make sure adequate insurance cover is in place.

To ensure peace of mind for all our customers, your property will remain fully insured even if your neighbours default on a payment, as we guarantee to pay the insurer the premiums for all properties every month.

Your policy booklet gives more information on your buildings insurance. If you can't find it, just get in touch and we can email or post a copy to you.

### Fees

Wheatley Solutions, who arranges our insurance products, charges a fee for maintenance of the policy and administration. This fee is included as a separate service fee and is detailed in your insurance policy schedule.

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## Buildings insurance

### Endorsement fee

If your mortgage provider requires their interest in your property to be noted on the insurance policy, Lowther will charge a one-off policy endorsement fee, of £24 (including VAT), to cover the administration costs.

### Procurement

Wheatley Solutions go out to the insurance market to make sure they negotiate the best deal available. They do this through a publicly regulated procurement process, which is open, fair and transparent and is in line with procurement regulations.

They evaluate tenders based on best value for money and the contract is closely managed to make sure it complies with the terms of the contract agreed.

If you would like more information on how and why your insurance provider was appointed, please contact us.

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## How to claim on your buildings insurance

Making a claim for building insurance is quick and easy. It is your responsibility to make a claim for building insurance. Every owner should make their own claim, even if the damage is to common areas.

Your insurer: Aviva  
Your policy no: PM519292CHC

To make a claim, call Aviva on 0800 015 1498. The claims line is available 24 hours a day, 365 days a year, providing you with emergency assistance whenever it is needed. You should make a claim as soon as possible after the damage and within three months.

### You'll need to have the following information to hand:

- the property address
- telephone number
- date of birth
- the nature of the damage
- how it happened
- photographs of damage, if possible, to send to the insurer

All claims will be paid directly to you, as the customer.

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## Carrying out repairs and maintenance

It is your legal responsibility as a homeowner to make sure the common parts of your building are kept in good condition. This is called the Duty to Maintain and it is set out in the Tenements (Scotland) Act 2004, Section 8.

As your property factor we are here to help you. We have delegated authority to complete routine repairs to the common parts of your property up to the consent levels set out in your Title Deeds or a Factoring Agreement we have with you and your neighbours. This delegated authority means we can respond to issues quickly, helping to minimise costs and further damage to your property.

The consent levels for your property will be detailed in your Title Deeds or a Factoring Agreement. The consent levels exclude VAT.

### When we need permission

We need your permission to go ahead with any repairs where the costs will be higher than the consent levels for your property.

We will contact you and ask you to respond within seven days to allow us to process the repair. If we get permission from the majority of owners, the work will go ahead.

If we don't get consent for a repair, we will only ask for permission for the same repair again if you or a neighbour tell us about a material change in circumstances e.g. if the problem has got worse, or if enough owners change their minds for it to go ahead. You can find out more about the consent process and how we carry out repairs on our website.

### When we don't need permission

Where there is a risk to health and safety, and we do not have time to consult with all the homeowners we can go ahead with necessary repairs to protect all residents and their properties.

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## Your repairs service

### You can report a repair at any time:

- through your My Lowther account at **www.lowtherhomes.com**
- by calling **0800 561 6666**.

It's best to report repairs as soon as you are aware of an issue. This prevents further damage to your property.

If one of Wheatley's landlords owns a flat in your block, their tenants or staff may report repairs. We can also report repairs if we see a problem.

### We will deal with repairs within the following timescales, weather permitting:

**Emergency repair:** an issue that causes immediate risk to health or is likely to cause serious damage to the property or make the property less secure. The aim of the repair will be to make the building safe. Follow up work is likely to be needed. **Timescale:** attend within four hours of the repair being reported and make safe within 24 hours.

**Internal repair:** a repair to an individual home where you have chosen Lowther to do the work and agreed the cost. **Timescale:** within 15 working days of being agreed.

**Common repair:** repairs to the common part of your building **Timescale:** within 30 working days of being agreed.

**Major common repairs:** more complex repairs, such as rot or extensive roofing works may take longer. **Timescale:** We will keep you and your neighbours informed when work will start and finish.

## Your repairs service

Cancellations of repairs  
Repair works orders can be cancelled for a number of reasons:

- › we were not able to secure the necessary consent from homeowners – we will write to you confirming this is the case.
- › our repairs team were not able to gain access to your building when they called.
- › the repair has already been raised by one of your neighbours so we cancel the duplicate.
- › on attending the repair team assess that different work is needed, they will cancel the original work order and let us know to raise a new one so that the right trade with the right equipment and supplies can attend. We won't notify you if this happens.

- › investment work is already planned that will address the issue, to save owners money the repair is cancelled and a more comprehensive fix is carried out.

If you have raised a repair and want to check the status please check your online account. If you then have any questions or want to rearrange a cancelled repair please contact us on **0800 561 6666**

### Repair warranties

Repairs come with a standard six month warranty. If you have an issue with a repair, please let us know so that we can investigate and make sure any defects are fixed while it is still within this warranty period.

### Cyclical maintenance

We recommend that homeowners arrange a programme of regular tenance for items such as property inspections and routine cleaning of gutters and common water tanks. This helps to ensure the safety of all residents and avoids preventable damage to your home.

If your block doesn't have a maintenance programme in place, we can arrange this, as long as a majority of owners in your block agree. For more details visit [www.lowtherhomes.com](http://www.lowtherhomes.com) or call us on 0800 561 6666.



Find out more at  
**[www.lowtherhomes.com](http://www.lowtherhomes.com)**  
or call us on  
**0800 561 6666**

Where one of Wheatley Group's social landlords owns a property in your block, a cyclical maintenance programme may already be in place. If this is the case, you will be notified about any planned work to your property. We'll send you a bill for your share of the work once it is complete.

### Major improvement work

To protect your property, make sure it complies with relevant legislation, and help to maintain its value, major improvement works may be required. This could include new roof and render, insulation, upgrade to door entry controls, stair and close refurbishments.

As the representative of all owners in a block we will organise proprietors' meetings so potential major improvement works can be discussed and voted on. We will organise estimates for works, and project manage agreed works on behalf of you and your neighbours once payment has been received from everyone.



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## Your repairs service

Where one of Wheatley Group's landlords has an interest in your property they may want to carry out major improvement work in line with their obligations as social or private landlords to protect housing assets and provide high quality homes for their tenants. If this is the case we or the landlord will be in touch to let you know what the works are likely to be and estimated costs. We will then organise a proprietors' meeting to consult with you about the proposed works. Where a vote is required we will organise that in line with your Title Deeds.

If you want to discuss potential projects with us please get in touch.

We charge a 12% project management fee for these projects.

### **Service providers**

Our repairs service is delivered by City Building (Glasgow) in the west of Scotland and Wheatley Homes East Property Services Team in the east, and Wheatley Homes South Property Services Team in the south.

Our parent company Wheatley Group jointly owns City Building (Glasgow) together with Glasgow City Council. Wheatley Homes East and Wheatley Homes South are part of Wheatley Group.

The decision to provide repairs services directly through the Wheatley family came after an independent options appraisal in 2015/16 which concluded it was the best option for continuing to improve services, including for factored homeowners, while achieving maximum value for money.

Both City Building Glasgow and Wheatley Homes East have been independently accredited by Customer Service Excellence for the quality and standard of their services.

## Additional services

Depending on the type of property you live in, we may also have agreed to provide the following additional common services:

- › back court maintenance including grass cutting
- › stair and close cleaning
- › stair lighting and door entry maintenance
- › communal electricity which may include meter readings
- › lift and related electrical maintenance
- › concierge services
- › group heating
- › compliance monitoring
- › land maintenance which can include gardening, landscaping, and the maintenance and insurance of play areas
- › car park lighting, maintenance and permit management
- › solar panel maintenance.

If we provide any of these services they will be detailed on your Written Statement of Services Part 1 letter.



Find out more at  
**[www.lowtherhomes.com](http://www.lowtherhomes.com)**  
or call us on  
**0800 561 6666**

## Opting-in to common services for your block

If you and your neighbours are interested in any of our additional common services, visit **[www.lowtherhomes.com](http://www.lowtherhomes.com)** or get in touch.

If you are interested and the service is available for your block, we will write to all homeowners asking for confirmation of interest and setting out details and the costs of the service.

If a majority of owners confirm that they want the service, we will arrange a meeting to discuss it with you and answer any questions.

If a majority of homeowners vote for the service, we will notify you in writing of the date the service will start.

## Optional services

We offer a range of great value, optional services for your home.

**They are:**

- › home contents insurance
- › landlords insurance
- › boiler and central heating cover
- › internal repairs.

If you are interested in any of our optional services, visit **[www.lowtherhomes.com](http://www.lowtherhomes.com)**

## Charging arrangements

### How costs are shared

We divide all service and repairs costs according to your share, as defined in your Title Deeds and summarised in your Written Statement of Services Part 1 letter.

### Our Management Fee

We charge an annual management fee for each property based on the specific requirements of your block or development. Your Written Statement Part 1 shows how this is calculated, which is either as:

- a flat rate per block or development
- a percentage of the services delivered.

Your Written Statement of Services Part 1 letter tells you your current annual management fee, sometimes referred to as your Common Charge or Service Charge.

The management fee covers the cost of providing our core services (see page 5). The fee itself is based on the management cost per property, staff and business overheads, inflation and the financial return set by our Board each year.

We review our management fees annually. Our Board sets the fee for the coming year and considers: the market, the economic climate and how this may affect homeowners, demand on our services and our ability to meet this within resources, changing regulations and legislation that may affect homeowners or our sector, and required investment in our services to ensure they are as efficient and effective as possible and will meet changing consumer expectations.

We strive to deliver good value for money services and aim to keep our costs as competitive as possible.

### Charges for specific services

We apply a charge for each of the services detailed in your Written Statement of Services Part 1 letter. This covers the cost of providing the service and is what our contractors charge us. This document also sets out when you are charged VAT for those services.

Please note that:

- charges for common electricity supplies, i.e. for stairlighting, will be billed based on actual costs in the previous year to ensure accuracy.
- stair and close cleaning is provided 50 weeks a year but costs are spread out over the full year.

We review service charges on an annual basis. When our Board sets the service charges for the coming year, they consider specific contractual arrangements with providers as well as the current rate of inflation and the economic climate.

**We don't receive any additional benefits or commissions from the provision of our services, except for the following:**

- we receive a small fee for referring customers to our Gas and Boiler Care provider.
- Wheatley Solutions, part of Wheatley Group, receives commission on the provision of home contents insurance. For optional contents insurance the commission is 16%. Full details are on your insurance schedule which you receive annually.

Check your Written Statement of Services Part 1 letter for details of your services

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## Charging arrangements

### Notice of changes to fees and charges

We give customers one month's notice of any changes to our management fee and service charges. These are applied from 1 April each year.

### Deposits

When you become a customer we take a small deposit. As long as your account is up to date and you don't have any outstanding debt due to us, your deposit will automatically be returned to you if you sell your property or move to another factor.

We ensure a clear separation of funds by keeping all deposits from homeowners separately within our accounting arrangements.

### Selling your home

If you are selling your property, we'll work with your solicitor to make sure things go smoothly.

We will provide information about your account and your property, including details of any planned works and any outstanding debt. We charge a fee to cover the administrative cost of providing this information.

See our 'Selling Your Home' procedure on our website for more information about how we support the sale of your property.

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## Customer accounts and billing

We are committed to providing you with clear itemised bills.

### Each customer has a number of accounts to help you understand what you are being charged and making payments for. They are:

- Common Charge (sometimes called Service Charge) – this covers your management fee and may also include buildings insurance costs, as well as specific services that apply to your property;
- repairs and maintenance
- improvement
- home contents insurance (if you have opted for this service).

Charges only apply where you receive the services.

We issue common charge bills quarterly in January, April, July and October by post. These bills include: your quarterly management fee, buildings insurance, and service charges for the specific services provided to your property e.g. stair cleaning. We charge for these costs quarterly in advance.

You can see details of your charges and each account by logging into your My Lowther account. Visit **www.lowtherhomes.com** to log in or sign up.

If you have repairs or cyclical maintenance carried out to the shared parts of your building, we will send you a separate bill. We aim to issue this bill within two months of the work being carried out. This bill will describe the work that was done, when it was carried out, the total cost of the work and your individual share of that cost due for payment.

## Customer accounts and billing

If you and the other homeowners in your block request major works to your property, we will need payment in advance before we can start the work.

In these circumstances we hold the funds in trust until the work is completed, or by some other mutually-agreed arrangement.

### Billing queries or disputes

If you have a query about your charges, please contact us.

If you want to dispute any item on your bill, you should raise this within one month of receiving the bill. Other items on that bill or any other bills from us should still be paid by the due date while we investigate the disputed item.

### Sinking or reserve fund

Unless detailed in your Title Deeds, we do not operate a sinking or reserve fund for your property. If we have one for your block, we will contact you separately to let you know how we will deal with these funds.



We'll send your common charge bills in January, April, July and October.

### Ways to pay

More and more customers are paying their bills by Direct Debit, or using their online account. People who have made the switch tell us it's so much easier and convenient.

Our preferred payment method is Direct Debit. It's quick and easy to set up and means you'll never forget to pay a bill.

Visit [www.lowtherhomes.com](http://www.lowtherhomes.com) or call us for details.

### We offer other payment methods if Direct Debit doesn't suit you:

- My Lowther account
- online at our website [www.lowtherhomes.com](http://www.lowtherhomes.com)
- by phone – call **0800 561 6666**
- using the payment barcode on your bill.

Visit us online at [www.lowtherhomes.com](http://www.lowtherhomes.com) to find out more.

## Customer accounts and billing

### Having difficulty paying?

If you have difficulty paying your bill please contact us as soon as possible. We are here to help.

Our website has information and links to organisations that can support you. Our staff can also signpost you to agencies who can offer help and support.



Sign up for Direct Debit.  
It's quick and easy.

### Debt

Our Debt Recovery procedure sets out the steps we will follow where you or your neighbours have failed to make payment. This includes action we will take to recover the debt, including the use of Notice of Potential Liabilities, and court action in order to secure debts against a property or other assets.

We can recover court costs from customers, and under most Title Deeds can also apply interest charges to monies owed. While your Title Deeds may allow for us to recover debt owed by other homeowners in your block from you and your neighbours, we do not do so. We may however, review service provision to your block if debt levels are high.

You can find this process on our website at **[www.lowtherhomes.com](http://www.lowtherhomes.com)**

We are committed to listening to you and where possible to acting on what you say. We value your opinions and work hard to develop services and standards that meet your needs.

### Enquiries:

- we will respond to your calls and other correspondence within five working days
- if for any reason we are unable to deal in full with your enquiry in that time we will inform you of progress every five days, or at a timescale agreed with you.



You'll find full details of our complaints process at **[www.lowtherhomes.com](http://www.lowtherhomes.com)**

### Compliments

We are always delighted to receive any compliments about the services we deliver. Along with complaints and general customer feedback these help us understand the services you want and how you want them delivered.

### Unhappy with our service?

Your views are important to us as they let us know how and where we can improve the services we provide. If we have made a mistake, or you are unhappy with our service, we aim to make it as easy as possible for you to tell us.

Please contact us by phone, through your online account or in writing to tell us about the issue and we will try to get it resolved there and then.

If we cannot sort it for you we will raise it as a complaint.

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## Customer service commitments

We have a two stage complaints procedure. We will always try to deal with your complaint at stage one. But if the matter needs a detailed investigation we will tell you this and keep you updated on progress. To help us investigate, please report issues with any of our services as soon as possible. If your complaint relates to a service provided by one of our contractors we will handle it in the same way.

### **Stage one: resolving your complaint quickly**

We will tell you who is responsible for resolving your complaint within two working days of receiving it. We will always try to resolve your complaint quickly, within five working days.

If you are unhappy with our response, you can ask us to consider your complaint at stage two.

### **Stage two: investigating your complaint**

If you are unhappy with our response at stage one, we will review your complaint at stage two. If it is clear that a complaint is more complex, sensitive or needs a detailed investigation or if there is a specific reason why it cannot be resolved quickly we will investigate it as a stage two complaint.

We will acknowledge your complaint within two working days. We will give you our decision as soon as possible. This will be after no more than 20 working days unless there is clearly a good reason for needing more time.

You can find out more about our complaints process in our leaflet on our website.

We follow Wheatley Group's Complaints Policy which can be found on our website and on request. It sets out more detail on what you can expect when you raise a complaint with us.

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## Your information

We take protecting your information very seriously. Our Privacy Notices set out how we will use your information.

Our Privacy Notice can be found on our website at **[www.lowtherhomes.com/home/privacy-notices](http://www.lowtherhomes.com/home/privacy-notices)**

We are registered with the Information Commissioner's Office Data Protection Public Register, our registration number is Z282342X.

## Code of Conduct for Property Factors

If you feel we haven't complied with the Code of Conduct for Property Factors or our duties as a factor, you can ask the First Tier Tribunal for Scotland (Housing and Property Chamber) to look at it.

This was set up as part of the The Property Factors (Scotland) Act 2011.

Before the tribunal will look at your case, they will expect you to advise them that we have refused to resolve your concerns, or have unreasonably delayed attempting to resolve them. They will also expect you to have notified us in writing why you consider we have failed to carry out our duties.

We will treat your concerns as a complaint and follow our complaints policy and the timelines it sets out (see page 26).

We will comply with any relevant request for information from the First Tier Tribunal. The Tribunal can make a 'property factor enforcement order' requiring us to take action.

### The Tribunal's contact details are:

Housing and Property Chamber,  
First-Tier Tribunal for Scotland,  
Glasgow Tribunals Centre,  
20 York Street, Glasgow, G2 8GT.

**Tel:** 0141 302 5900

You can read the Code of Conduct on the Scottish Government website [www.gov.scot](http://www.gov.scot)

## Declaration of interest

Lowther is part of Wheatley Group, Scotland's leading housing, care and property-management group.

Where one of Wheatley Group's Landlords owns property in your block or development it will have an interest as an owner in the common parts. This means that the Group's landlords will have rights and responsibilities in terms of looking after and paying for the upkeep of the shared parts of the building or development.

Your Written Statement of Services Part 1 indicates if Lowther, or your factor if it is another part of the Wheatley Group, has an interest in the common parts of your block.

Where your Title Deeds identify a Wheatley landlord as the property factor they will have appointed us as their agent to carry out factoring duties on their behalf.

Our repairs service is delivered by City Building (Glasgow) in the west of Scotland and Wheatley Homes East's Property Services Team in the east, and Wheatley Homes South's Property Services Team in the south.

Our parent company Wheatley Group jointly owns City Building (Glasgow) together with Glasgow City Council. Wheatley Homes East and Wheatley Homes South are part of Wheatley Group.



For more information about Wheatley Group, visit [www.wheatley-group.com](http://www.wheatley-group.com)



## Ending factoring arrangements

### Changing property ownership

If you sell your property, you or your solicitor need to contact us as soon as you know the identity of the new owners. If we don't have this information, we won't be able to update our records and allocate charges to you and the new owner. Your solicitor should also give us your forwarding address.

More information on the process that supports the sale of your home can be found in our 'Selling Your Home' procedure on our website.

Thinking about  
changing factor?  
Please get in touch

### Changing service arrangements or factor

Section 4 of the Tenements (Scotland) Act 2004 allows you to make decisions about your property. If you are thinking about opting out of some common services or changing property factor and ending your relationship with Lowther, please check your Title Deeds which will set out the process you and your neighbours should follow.

In most cases it is straightforward, as long as it is agreed by a majority of the owners within a block. You would ask for a meeting of all property owners to discuss your property management options. At that meeting you and your neighbours would take a vote.

If you decide to opt out of a common service or end your relationship with us altogether, you will need to give 28 days' notice in writing. A majority of owners will need to agree this decision, unless your Title Deeds say something different. This will give us time to settle any outstanding accounts, terminate any contractual arrangements related to your block, and at your direction, share relevant information about your property with your new property manager.

Where you decide to appoint a new property manager you need to give us a letter of authority stating that this is the case, the contact details for your new factor, the date when you wish this factor to take over which should be no sooner than 28 days from the date the letter is received by us, and what information you wish to be shared with that new factor.

We commit to provide the following information:

- list of all properties factored
- list of any outstanding repairs and timescales for their completion
- list of any planned investment works – the timescale and scope of works.

If the list above is not sufficient and you would like further information to be provided you should detail that in your letter.

Subject to Wheatley Group's data protection policy and wider data protection legislation we will provide the information about your block requested by you to your new property manager within 28 days of receipt of your letter. We will work with your new factor to make the transition as easy as possible.

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## Ending factoring arrangements

When there is a change of ownership or termination of the factoring arrangement, we will return any funds due to you, less any outstanding debts, when you settle your final bill. We will provide your final bill to you within three months of being made aware of the change of ownership or termination of our factoring arrangement.

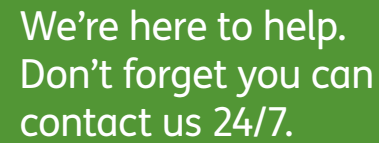
It is your responsibility to cancel any Direct Debits or standing orders for payments to us at this point. It is not our responsibility to automatically return payments that continue to be made to us after your factoring arrangement with us has ended unless we are still awaiting bills from third party contractors or providers.

You can find more information about this process on our website or by speaking to one of our staff.

### **Withdrawal of factoring services**

In some circumstances, we may have to consider withdrawing some or all factoring services and we reserve the right to do so. This may be as a result of non payment of debt in your block.

In these cases, we would write to affected homeowners to make them aware of our intention, along with the process and timescales involved. We will give 28 days' notice that we plan to withdraw our core factoring service. This will give homeowners time to arrange alternative factoring provision including buildings insurance if appropriate.



We're here to help.  
Don't forget you can  
contact us 24/7.