



**CHOICE
PLACES**

Residential Management Services

CHOICE PLACES WRITTEN STATEMENT

PART 1

About Our Organisation

Atrium Initiatives

- Atrium Initiatives was formed in 2005. Its parent company is Atrium Homes, a “not for profit” company.
- Atrium Initiatives is a wholly owned subsidiary of Atrium Homes and is part of the Atrium Group.
- Atrium Initiatives carries out commercial activities which complements the “not for profit” status of Atrium Homes.
- Atrium Initiatives is run by a staff team who report to a Board of Directors appointed by Atrium Homes.
- Atrium Initiatives is registered as a Property Factor by Scottish Minister under the Property Factors Act 2011. Its registration number is PF000189.

Choice Places

- Atrium Initiatives provides residential management services (also known as ‘factoring’ services) through a service called Choice Places. When we write to you, we will use the brand name of Choice Places.
- Residential management services involves landscape maintenance work and common repairs. Choice Places is for home owners who have a legal responsibility within their Title Deeds to contribute to the cost of maintaining open areas or common repairs within the estate or flatted block where they live.
- Choice Places currently carries out residential management services to the owners of around 2600 properties in estates and flatted blocks in and around Kilmaronock.

This document explains our arrangements for open area management and maintenance within your estate. Estate specific information is detailed in Part 2.

If you have any questions regarding the contents of this document, please contact Choice Places on [01563 557000](tel:01563557000).

A. AUTHORITY TO ACT

Choice Places is the appointed estate manager for your estate.

- As a property owner within the estate you are obliged by Clause 9 of the Deed of Conditions “to contribute to the cost of ‘maintenance, repair and, when necessary, the renewal of such roadways, pavements, kerbs, lay-bys, pedestrian ways, parking areas and open spaces (including play areas and areas of hard and soft landscaping)’ ... (except in so far as the same of any of them or any part thereof may from time to time be maintained at the expense of the appropriate Local Authority)”.
- The Deed of Conditions says that the each owner’s responsibility extends to “the sweeping, cleansing and lighting’ of non-adopted areas in the estate, which includes litter picking and the removal of rubbish from these non-adopted areas.
- A small scale plan showing the outline of the estate and a large scale plan showing the full extent of the Estate, including the non-adopted areas to be maintained, can be found on our website www.choice-places.co.uk
- As factor Choice Places has the authority to act on behalf of all the homeowner in the estate and can arrange for works which are less than £500.00 per property to be carried out without consultation with homeowners.

If you live in a block

As a property owner you are subject to the Factoring Conditions for the block. The Factoring Conditions says that the role of the factor is as follows:

- To organise close cleaning including stair, paint or window or other glass cleansing, repairs, renewals, painting or decorating or the general maintenance of the common parts of the block (having due regard to economy) and to arrange the provision of caretaking, laundry and security or service for the benefit of the owners in the block.
- To make binding regulations which may be considered necessary with regard to the preservation, cleansing, use or enjoyment of the common parts.
- To collect from the owners (in advance or in arrear as determined by the Factor) the amounts payable by them for:
 - Insurance premiums (if applicable)
 - Expenses and charges for work done in connection with repairs, etc and services rendered
 - Any other sums which the owners may become liable for in terms of the Factoring Conditions, including common charges for open space maintenance, etc.

Instructions for Work

- Under the Factoring Conditions, Choice Places may instruct individual items of work, where the anticipated expenditure is less than £500 per owner, without reference to the owners.
- Where the anticipated expenditure is in excess of £500, (urgent or emergency works excluded), we will seek the express agreement of owners and full payment in advance before proceeding.
- A simple majority of owners within the block is sufficient to allow the works to proceed and the decision is binding on all affected owners.

B. SERVICES PROVIDED

As estate manager Choice Places will manage the open areas within the estate which are not maintained by the local authority, on behalf of all residents.

This service includes:

- procuring and arranging the maintenance contracts for the upkeep of these areas within your estate
- specification of the work to be undertaken
- managing the contractual arrangements, including selection, appointment and payment of the contractor
- quality control through regular inspections and site meetings
- processing and addressing complaints from residents
- dispute resolution
- maintaining proper and full accounts
- billing and recovery from residents including debt management



If you live in a block

As factor, Choice Places will manage the common areas within your block on behalf of all residents.

This service includes:

- procuring and arranging the maintenance contracts for the upkeep of your block
- specification of the work to be undertaken
- managing the contractual arrangements, including selection, appointment and payment of the contractor
- quality control through for example, inspections and site meetings
- processing and addressing complaints from residents
- dispute resolution
- maintaining proper and full accounts
- billing and recovery from residents including debt management

Insurance

- For properties within a common close, we will arrange a block (building) insurance scheme to ensure properties are comprehensively insured.
- Owners still require to arrange their own contents insurance.
- The total premium will be recovered from owners on a proportionate basis, taking into account the value of the property insured.

Maintenance

- We will assess the condition of the block annually.
- We will prepare a programme of cyclical and planned maintenance activity which will allow owners to prepare an overview for expenditure.
- The programme will be made available to owners.

Charges

- We will detail for you how your annual charges are made up.
- We will also provide a reasonable amount of additional information on request, although excessive requests may incur an extra charge.
- We will detail additional charges separately.
- We levy an administration fee for our service and this is indicated on our invoice.
- We normally review our fees annually and will advise you of any changes to it.

Service Levels

On behalf of residents, we have procured the following open area maintenance:

- **Maintenance Item**
 - Litter pick and removal
 - Leaf collection and removal
 - Weed control
 - Grass cutting (initial cut)
 - Grass cutting (subsequent cuts)
 - Rough grass cutting (initial cut)
 - Rough grass cutting (subsequent cuts)
 - Edge trimming including weedkiller
- The frequency of delivery is detailed for your estate in Part 2.
 - These are the minimum service delivery standards in terms of routine maintenance of non-adopted open areas that can be expected, however the contractor may undertake work more frequently in some locations.
 - The bulk of the activity will take place during the growing season (March to October) but some work, such as litter picking, will continue all year.

Emergency and Routine Repairs to Open Areas

- If you think a repair is required to an open area, you should contact our office on 01563 557000 and provide as much detail as possible. (We will then ascertain if this is our responsibility or the Local Authorities).
- Matters which are considered to be an emergency (i.e. circumstances or situations which are considered dangerous or potentially seriously detrimental to the safety of persons or property) will normally be actioned within 4 hours to remove the hazard and make the area safe. Final repairs will be scheduled as necessary.
- Routine repairs will normally be actioned within 28 days, sooner if we can arrange it.

If you live in a block

- If you think a repair is required to a block, you should contact our office on 01563 557000 and provide as much detail as possible.
- Matters which are considered to be an emergency (i.e. circumstances or situations which are considered dangerous or potentially seriously detrimental to the safety of persons or property) will normally be actioned within 4 hours to remove the hazard and make the area safe. Final repairs will be scheduled as necessary.
- Routine repairs will normally be actioned within 28 days, sooner if we can arrange it.
- In both instances, our ability to instruct the full repair will be affected by the likely costs and whether we have received any necessary contributions from owners within the block.
- Should an inspection be required to determine the nature of the work needed, additional charges may be levied.

C. FINANCIAL AND CHARGING ARRANGEMENTS

If you live in a block

Within the block there are a number of properties which have an obligation within their Title Deeds to contribute to the maintenance of common parts.

The proportionate amount due will vary according to the number of properties within the block and the nature of the common repair.

For further information in relation to your block, please refer to Part 2, the specific information sheet in relation to your address.

Properties which sit within a broader feuing area with responsibility for open area maintenance will also be invoiced for their pro rata share of these costs at the same time.

On an annual basis (normally in May), we will issue you the following by post:

A statement showing:

- actual works and costs incurred in the previous financial year
- the sum we invoiced you for in the previous year, when we estimated what work might cost
- the difference between our estimated costs and the actual costs, as transferred to your account from this reconciliation.

An estimated invoice for:

- actual costs over and above the estimated cost on your previous years invoice.
- works planned in the coming 12 months, including our fees and a contribution to a sinking fund for future works.

As an agent acting on behalf of owners, we need to ensure we have sufficient funds to procure the maintenance work for your estate/block. Choice Places therefore requires you to pay in advance or at least, pay as you go.

If you raise any queries regarding actual works costs for the previous year, these will be addressed. However you will still be required to pay the estimated invoice for the year ahead.

If you live in a block

Each owner within the block is required upon taking up entry is required to pay a deposit of £100 to form a fund from which more expensive repairs can be met, prior to payment by owners.

Where maintenance or repair is identified which is in excess of the funds available, Choice Places will write to each owner within the block outlining the anticipated expenditure and seeking their contribution.

Where the anticipated expenditure is in excess of £500 per owner (emergency or urgent works excluded) we will seek the express agreement of owners before proceeding.

A simple majority of owners within the block is sufficient to allow the works to proceed and the decision is binding on all affected owners.

Payment Methods

Accounts are due for payment in full within 21 days of issue. Owners have a variety of means to pay:

Payment Card

The payment card enables bills to be settled via the website www.allpayments.net/allpayments or at any Post Office or local outlets which display the Paypoint sign. It can also be used to pay by phone by calling 0844 557 8321.

Cash

Cash can be paid using the Payment Card at any Post Office or local outlets which display the Paypoint sign.

Debit/Credit Card

Debit and credit card payments can be made by telephone on 01563 557000 (option 1).

Cheque

Cheques should be payable to Choice Place – please write your account reference number and address on the back, to ensure payment is allocated to the correct account.

Direct Debit

To set up or amend a direct debit, call Choice Places on 01563 557000 (option 1). Please have your bank details available before you call. A member of staff will take your details and set up a direct debit for you. A confirmation letter from our direct debit provider, allpay.net will be issued within 7 days.

Please note Direct Debit arrangements must be sufficient to clear the balance of the account by the end of the financial year.

BACS/Fast Payment

Sort code 09-01-50, account number 0468523. Owners should ensure their account number is quoted so that the payment is assigned to the correct account.

Choice Places

Pay through the Choice Places myPlace portal. The portal has its own app which is compatible with both Android and iOS devices. It's available on the App Store and Play Store – just type in myPlace from Choice Places to download it.

If you have already set up a Direct Debit, no further action is required as your payments will be adjusted automatically. If a previous balance exists on your account, this will be added to sum billed and split evenly to clear the balance by the end of the financial year, in line with the agreed frequency of payments (i.e. monthly, quarterly etc).



Payment Charges

- Payment of the annual invoice is due within 21 days of issue.
- Payment in full by cash, cheque or BACS/Fast Payment within the 21 day period will result in an Early Payment Discount being applied to your account. This will show on your account as a credit until the next financial year when your invoice will show the deduction of the overall cost.

Debt Recovery Charges

- If you fail to either pay sums due within the 21 day period, set up a Direct Debit or make an arrangement to pay by regular instalments, your account will be treated as being in default.
- This will result in payment being pursued through Choice Places' Debt Recovery Procedure which may include raising action through a Simple Procedure or Notice of Potential Liability for Costs (NOPLC).
- Accounts not settled on time (where no Direct Debit or instalment plan is in place) will also be subject to additional debt recovery charges. Owners will be liable for all our costs in pursuing payment, fees and all other amounts incurred (including legal, court, Sheriff Officers and administration expenses) to cover the costs of recovering the debt.
- Further details of our debt recovery procedure, including late payment and other charges may be found on our website www.choice-places.co.uk/invoice-payment/ and are included in Part 2.
- Payment by Direct Debit will not incur an additional administration charge.

A. COMMUNICATION ARRANGEMENTS

We aim to provide you with a high level of service across our organisation. It is also extremely important to us that we communicate directly with you on a regular basis. Choice Places staff are available to answer your enquiries Monday to Thursday 9am – 5PM, Friday 9AM – 4PM.

Inspections and walk rounds

- We carry out at least 12 walk rounds or inspections every year on each of our estates, which are included in our contractual costs.
- We encourage all home owners to join us on 3 of these (public) inspections which are also attended by contractors for the hard and soft landscape maintenance. We also invite representatives from East Ayrshire Council, Atrium Homes staff and community council members.
- The purpose is to identify any issues, present or hear ideas, create a future plan for works, check work has been carried out to the correct standard and solve any immediate issues.
- The result is that, with all parties present, any action required can usually be carried out quickly and without delay.

Information, Documents and Policies / Procedures

Choice Places factoring information, documents and policies/procedures can be viewed via our website www.choice-places.co.uk/documents/. These documents allow homeowners to gain an understanding of our factoring operations. Documents can be made available in digital format or by paper copy, on request.

When you telephone our office

- Our automated greeting message will welcome you and offer options to direct your call to the appropriate department.
- We will aim to answer your call promptly and staff will identify themselves by name and work area.
- We will aim, if your call needs to be transferred, to keep you on hold for no longer than 2 minutes.
- We will aim to deal with your enquiry at the point of contact or to transfer you call once to the relevant staff member.
- Our staff will respond to telephone messages within 2 working days.
- Our staff will keep you informed about the status of your enquiry if further investigations are required.

When you write to us/email or use the Owners' Portal

- We will aim to acknowledge your letter within 3 working days.
- We will provide a full reply within 10 working days.
- If you are making a complaint, Choice Places will follow its model Complaints Handling Procedure and timescales (see below).

When you visit our office

- We will adopt a positive attitude to health and safety practices.
- We will aim to see you within 10 minutes, whether you have an appointment or not.
- We will aim for you to see one person who will deal with all your enquiries, where possible.

Complaints Procedure

We are committed to providing a first class service to all our customers and aim to get things right the first time. There may be occasions, however, when errors occur. We would like you to tell us when this happens and make us aware when you are unhappy with our services.

Our Complaints handling Procedure reflects our commitment to valuing complaints. It seeks to resolve dissatisfaction as close as possible to the point of service delivery and to conduct thorough, impartial investigations.

Our Complaints Procedure has two stages:

Stage 1 – Frontline Resolution

- Where possible we aim to resolve complaints quickly.
- We will give you our decision at Stage 1 in 5 working days or less.
- If we can't resolve your complaint at this stage, we will explain why.
- If we require additional time, we will tell you and set a further date for resolution.
- If you are dissatisfied or if your complaint is more complex, it will proceed through Stage 2.

Stage 2 – Investigation

- Stage 2 deals with complaints that are more complex and require detailed investigation.
- We will acknowledge receipt of your complaint within 3 working days.
- We will give you a full response as soon as possible, but within 20 working days.

If you are dissatisfied with the decision or the way we dealt with your complaint after we have fully investigated, you are able to refer your complaint to the First-tier Tribunal for a determination, provided you first notify us in writing the reason why you consider we have failed to carry out our duties or failed to comply with the Code of Conduct for Property Factors. We must also have refused to resolve the owner's concerns or have unreasonably delayed attempting to resolve them.

First-tier Tribunal for Scotland (Housing and Property Chamber)

Formally known as Homeowner Housing Panel (hohp), the Chamber determine applications from homeowners in relation to disputes between them and their property factor in relation to the property factors' statutory duties and compliance with the Property Factors' Code of Conduct.

The functions of hohp were transferred to The First-tier Tribunal for Scotland (Housing and Property Chamber) on 1 December 2016 as part of the changes introduced by the Tribunals (Scotland) Act 2014.

Where applications are made under section 17 of the Property Factors (Scotland) Act 2011, the tribunal will normally adopt an informal and flexible approach with a view to seeking to resolve property factor disputes as simply as possible. For further information please visit <https://www.housingandpropertychamber.scot/apply-tribunal/property-factors>

A copy of our Complaints Handling Procedure is available on the website www.choice-places.co.uk/documents/

Privacy Policy

As required by the Data Protection Act 1998, strict security procedures are followed in the storage and disclosure of your information, held by Choice Places, with the purpose of preventing unauthorised access and use of your information. Choice Places is registered with the Information Commissioner's Office's Data Protection Public Register (Choice Places Reference number: Z9714139) and a copy of our code of practice and policy statement is available on request. Choice Places Privacy Policy can be viewed via our website www.choice-places.co.uk/privacy/

B. DECLARATION OF INTEREST

- The land being managed under this agreement is owned by Atrium Homes, the parent company of Choice Places.
- As an owner of property with the estate, Atrium Homes it is also responsible for contributing to the maintenance of the open areas, on the same ratio as any other owner – one share of the cost for every property owned. This proportion is shown on the annual statement, billed to Atrium Homes and recovered in full.

C. INFORMATION ABOUT THE 2011 ACT AND THE DUTIES IT PLACES ON PROPERTY FACTORS

- The Property Factors (Scotland) Act 2011 was developed to regulate property factors and provide a more transparent relationship between them and homeowners. It aims to protect homeowners by providing minimum standards for property factors. The Act (revised 2021) has 3 main elements:
- A compulsory register for all property factors operating in Scotland. Property factors are also obliged to include their Property Factor Registration on all communications with owners.
- A code of conduct that sets out minimum standards of practice which all property factors must comply with
- A Housing and Property Chamber to resolve disputes

D. HOW TO END THE ARRANGEMENTACT

Changes of Ownership

If you decide to sell your property, either you or your solicitor should notify us in writing of:

- the date of sale
- the new owner's full name(s)
- details of the new owner's solicitors
- your forwarding address

You should provide this information as soon as possible after you have accepted the offer from the new owner(s) to sell your home.

You should also ensure that your solicitor tells the new owner's solicitor about our role as estate manager.

Early notification should allow us plenty of time to apportion the charges for the year between you and the new owner and to resolve any issues regarding your account with us. Failure to involve us can lead to last minute delays in the sale being processed.

In terms of the Deed of Conditions, Choice Places can be replaced as factor if the majority of owners (one vote being counted for each dwellinghouse) within the estate vote to do so. Further information can be found within the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004.



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Residential Management Services

Choice Places will co-operate with another property factor to assist with a smooth transition process in circumstances where another property factor is due to or has taken over the management of property.

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