



C R A I G D A L E
HOUSING ASSOCIATION LTD
Craigdale: The Home of Good Housing

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Factoring Policy

AS WITH ALL OF THE ASSOCIATION'S POLICIES, THIS GUIDE IN FULL AND IN PART IS AVAILABLE IN SUMMARY, ON TAPE, IN BRAILLE, & IN TRANSLATION INTO MOST OTHER LANGUAGES – PLEASE ASK A MEMBER OF STAFF IF YOU WOULD LIKE A VERSION IN A DIFFERENT FORMAT

Date of Policy Review:	10.06.2019
Date of Board Approval:	19.08.2019
Next Review Date:	2022

1.0 INTRODUCTION

This policy introduces key definitions, refers to legislation and responsibilities in relation to factoring, and sets out the overarching principles for our provision of services to homeowners.

2.0 OBJECTIVES AND SUMMARY OF SERVICE STANDARDS

The Association's objectives are in terms of its Factoring Policy are:

- To provide and maintain properties to the highest possible standards and giving best value for money.
- To be fully responsive to the needs and views of homeowners.
- To meet all the Association's legal obligations and the rights which homeowners have under their factoring agreements.
- To sustain demand for our factoring service, thereby contributing to the Association's wider community regeneration objectives.
- To manage our services effectively, efficiently and act to ensure continuous improvement in the quality of services.

Flowing from these objectives, the Association has developed a set of Service Standards for the factoring service. These set out what homeowners using the factoring service should be able to expect from the Association.

The Service Standards are summarised in the following table, which also provides signposts to more detailed information in later sections of the Factoring Policy.

Service Standards Summary	Further information relating to the Factoring Services Policy
The Association will:	
<ul style="list-style-type: none">• Treat everyone using the service fairly, with courtesy and respect.• Respond positively to all concerns and complaints made by homeowners.• Inform and consult homeowners on all major aspects of the service.• Obtain feedback from homeowners about their satisfaction with the services provided, and act upon the feedback received to make improvements.	Service Standards Policy
<ul style="list-style-type: none">• Enable homeowners to report common repairs easily, including out of office hours emergencies.• Provide a quick and effective response to common repair requests, ensuring that emergencies relating to common areas are made safe speedily and fully repaired as soon as possible.• Make sure that all repair works are carried out to a high standard.	Maintenance Policy

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| <ul style="list-style-type: none">• Use the factoring agreement, written statement, Tenement Management Scheme and property titles as the basis for recharging any repair or service costs to homeowners.• Undertake planned and cyclical maintenance, to maintain the quality of the properties under the Association's management.• Ensure that best value and quality is achieved in the Association's procurement decisions. | |
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3.0 ROLES AND RESPONSIBILITIES

The Director of Craigdale Housing Association (the Association) has the overall responsibility to ensure this policy is managed and followed appropriately.

The Senior Corporate Services Officer has responsibility for the day-to-day implementation of this policy in practice.

To assist the Association in carrying out its obligations, all employees must:

- Be aware of, understand and comply with this policy and any related operational guidance;
- Participate in any training which the Association makes available; and
- Communicate any issues with implementing this policy to their line manager and identify opportunities for continuous improvement.

4.0 LEGAL, GOOD PRACTICE & REGULATION

This policy takes account of current legislation and good practice guidance.

The following references to legislation, good practice and Regulation have been used in the development of this policy however, the list is not exhaustive:

4.1 Legislative:

- Housing (Scotland) Act 2014
- Property Factors (Scotland Act) 2011
- The Equality Act 2010
- Housing (Scotland) Act 2010
- Housing (Scotland) Act 2006
- Tenements (Scotland) Act 2004
- Title Conditions (Scotland) Act 2003

4.2 Good Practice:

- Factoring Services in Scotland (Scottish Housing Regulator)
- Management & Maintenance of Common Property (Scottish Government)
- Factoring Guidance 2015 (Scottish Federation of Housing Associations)
- Code of Conduct for Property Factors (Scottish Government)
- Glasgow Factoring Commission Report (2014)

4.3 Regulation:

Section 31 of the Housing (Scotland) Act 2010 introduced the Scottish Social Housing Charter which sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Scottish Housing Regulator monitors social landlords' compliance with the outcomes. The Association's Factoring Policy will take account of and comply with the relevant outcomes contained within the Social Housing Charter. These are:

- Outcome 1 - Social landlords perform all aspects of their housing services so that 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 - Social landlords manage their businesses 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 3 - Social landlords manage their businesses so that tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.
- Outcome 6 - Social landlords, working in partnership with other agencies, help to ensure as far as reasonably possible that tenants and other customers live in well-maintained neighbourhoods where they feel safe.
- Outcome 13 - Social landlords manage all aspects of their businesses so that tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.
- Outcome 14 - Social landlords set rents and service charges in consultation with their tenants and other customers so that a balance is struck between the level of services provided, the cost of the services, and how far current and prospective tenants and service users can afford them.

The Scottish Housing Regulator has seven Regulatory Standards (2019), which all Scottish registered social landlords must meet. This policy is aligned to Standards 1, 2, 3 and 5 of the SHR's Regulation Framework:

- Standard 1 - The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- Standard 2 - The RSL is open about and accountable for what it does. It understands and Takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.

- Standard 3 - The RSL manages its resources to ensure its financial well-being and economic effectiveness.
- Standard 5 – The RSL conducts its affairs with honesty and integrity.

5.0 RESPONSIBILITIES FOR FACTORING

Where there is common property the arrangements which are in place for management and maintenance must be clear, these arrangements are determined by title deeds.

For most Glasgow estates, except for new build properties, the title deeds vary in terms of setting out arrangements for the management and maintenance of common property. Ongoing responsibility for maintenance of common parts and/or land must be determined with reference to individual title deeds.

Where we have the responsibility to act as factor for landscape maintenance works it is important to identify which properties are included within each area, as costs can only be charged to a homeowner for work done which is in the area for that homeowner's property.

The specifics of what can be charged for e.g. administration, staff costs etc. will also vary between different areas and property types. Charging structures will be determined according to what is set out in the relevant title deeds.

Where the title deeds are silent for properties in blocks of flats, the Tenement Management Scheme, which was introduced by the Tenements (Scotland) Act 2004, should inform decision making on what maintenance should be carried out and what costs should be shared.

Where a property is owned by a private landlord, responsibility for payment is always with the homeowner of the property, rather than a tenant.

6.0 REGISTRATION AS A FACTOR

The Association will register with the Scottish Government as a property factor and renew this registration every three years.

The Association will update the Property Factor Register annually.

7.0 KEY PRINCIPLES OF SERVICE PROVISION TO HOMEOWNERS

As landlord and factor, the Association accepts the responsibility for providing a range of services for all the properties under its management.

We will act as factor where we are entitled to do so, and in the interests of good management in buildings or estates in which we own properties.

We will aim to ensure that all relevant costs are identified, accounted for and recovered.

Where we encounter debt recovery issues with homeowners, we will use all available legal remedies up to and including sequestration (bankruptcy).

All standard charges, including management fees and administration fees, will be reviewed annually and approved by the Board.

Where we provide a day-to-day factoring service, we will aim to inform homeowners in advance of their invoice when their share of the cost will exceed £75, unless a lower threshold is specified in the deed of conditions.

8.0 FACTORING CODE OF CONDUCT

As a registered property factor, we will comply fully with all the relevant standards set out in the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors (from here on referred to as the 'Code of Conduct').

If our property title deeds conflict with the Code of Conduct, then the title deeds will prevail unless the title deeds have been replaced or over-ridden by provisions contained in or action taken under the Title Conditions (Scotland) Act 2003, the Tenements (Scotland) Act 2004 or other legislation; or by agreement in writing between the homeowners and the property factor; or by order made by a court or by the Lands Tribunal for Scotland.

If the Code of Conduct contradicts any term or condition set out in any contractual agreement between the property factor and homeowner, the latter shall take precedence.

9.0 ACCOUNT MANAGEMENT

The Associations aims in terms of account management are as follows:

- To ensure all sums owed to the Association in respect of the factoring service are recovered from the homeowner.
- To ensure a firm and consistent approach is taken to those whose accounts are in arrears.
- To ensure accounts are controlled and contained within agreed targets.

The costs involved in providing a factoring service will be borne in the first instance by the Association and then recharged to the appropriate homeowners. Where planned common works are identified by the Association, we shall notify all affected residents to advise of the nature of the works, whilst advising any homeowners of costs, as this will allow homeowners an opportunity of planning for this area of expenditure. We will also advise homeowners of any available grants or possible cover through building insurance.

9.1 Fees

A charge will be made in respect of administration costs relating to homeowner's sales and the provision of information. Additional charges will be incurred for the following:

- Administration in connection with changes of ownership
- Where information is required less than five days prior to the date of sale
- Providing copies of Local Authority Certificates
- Providing copy factoring invoices

9.2 Management Fee

The Management Fee is reviewed annually by the Association to ensure it accurately reflects actual costs incurred.

The Management Fee is a charge made by the Association to cover the costs of managing homeowners' property.

The services provided for within the Management Fee covers: -

- All property management administration
- Open door policy for homeowners to report repairs or discuss factoring issues
- Administration of Building Insurance, premiums and claims
- Copy invoices free of charge
- An inspection and advisory service
- Issuing six monthly factoring accounts
- Debt recovery process
- Holding close meetings as required

9.3 Estate Management

Estate management is carried out to allow all residents to live in well managed and maintained housing. The Association will ensure that the estate management services are planned, implemented, regularly inspected to the highest possible standard and that estate management issues are acted upon immediately.

All complaints will be treated in confidence and in a professional manner with appropriate action taken. The action may take the form of:

- noting the complaint with no action required
- standard letter sent
- house visit/interview
- involving other agencies e.g. police, social work
- close/committee meetings
- issue warning letters
- legal action

In the case of Estate Management issues and Absentee Landlord the following will apply:

- In the event of a complaint against the tenant of the Absentee Landlord, a letter will be sent to the tenant.
- Should there be no response/action undertaken by the tenant, a letter will be sent to the Absentee Landlord. In this circumstance, an administration charge of £15.00 will be recharged to the Absentee Landlord.

- Should there be no response/action undertaken from the Absentee Landlord, the Association will instruct its Solicitor's to send out a letter outlining the legal obligations of the Absentee Landlord.

9.4 Factoring Accounts

Factoring accounts will be sent out twice yearly normally in April and October. Accounts will include:

- Management Fee
- Building Insurance
- Reactive Repairs
- Cyclical Services
- Planned Maintenance

It is not our practice to issue copies of repair invoices relating to factoring accounts; however, homeowners are invited to inspect any relevant accounts at the office within 14 days of issue of their factoring account.

9.5 Payment of Factoring Account

Homeowners are expected to pay their accounts promptly. The date that the Association receives payment or installment is the date listed on our bank statement - not the date the homeowner makes the payment.

Payment may be made by:

- Cheque or cash at the Association's office.
- Bank Transfer
- Standing Order
- Bank giro slips at the Bank of Scotland

Payments via installments are permitted if this has been agreed in advance with the Senior Corporate Services Officer and the sum covers the current account, any outstanding building insurance premium and, if relevant, assist to reduce any arrears outstanding. The installment figure shall be reviewed and jointly agreed at the commencement of each factoring period.

9.6 Arrears Management

The Association will always pursue homeowners who fail to pay their accounts. A sequence of action will be carried out when an account is outstanding. Any expenses incurred from legal actions will be levied to the owners account.

A £20.00 charge for late payment will be added to the account on issue of 5th Reminder. Further reminders will also include a late payment charge of £ 20.00 per letter.

- Early contact is essential if a homeowner's factoring account falls into arrears and every attempt will be made to establish personal contact by visit, letter, telephone or email.

- Arrangements for payment by instalment will be made where appropriate. Pro-forma in respect of the agreement should be signed by the homeowner. The arrangement should ensure that the account is cleared prior to the next account being issued taking circumstances into account. Homeowners who default on an arrangement will be referred to debt collection agency or for legal action whichever is appropriate.
- Homeowners will be advised that subsequent accounts do not form part of the arrangement and are due and payable on receipt.
- Homeowners should be advised that they may have an appointment with a benefits advisor if appropriate or directed to other money advice facilities in the area.
- Accounts will be referred to a debt collection agency where all attempts to achieve payment or come to an arrangement have failed. Accounts will be referred at the beginning of the 2nd quarter. An administration fee will be charged in respect of additional costs of administration and recovery agents costs.
- Interest will be added to accounts outstanding for more than four months or where the matter has been referred to a debt collection agency or solicitor.
- A Notice of Potential Liability for Costs will be lodged against a property where works have been carried out and there are arrears in excess of the Association's annually agreed limit. A notice will also be lodged where works are proposed at a property where there are high levels of existing arrears and the Association has agreed that these should proceed.
- A notice may also be lodged where arrears are in excess of £500 or where there are significant costs relating to proposed works or where there are difficulties contacting a homeowner.

9.7 Legal Action

Legal action will be initiated in respect of all accounts outstanding for one period or more when the sum owed is in excess of the Association's annually agreed limit. All legal action must be authorised by the Senior Corporate Services Officer and legal costs will be charged to the account where possible.

Decrees obtained through recovery action may be enforced by any of the following:

- Wage arrestment
- Bank account arrestment
- Inhibition on sale of property
- Intercepting payments due by a third party e.g. rent
- Notice of Potential Liability for Costs
- Sequestration

Where a homeowner is declared bankrupt the debt will be pursued in accordance with legal procedures. Accounts will be written off on receipt of legal confirmation of the bankruptcy if there are no free funds.

9.8 Write Offs & Bad Debt

Where a former homeowner's debt is uneconomic to pursue (£100 and under) or there is no prospect of recovery, the debt will be written off. This will only be considered when every route in relation to recovering the debt has been exhausted.

Factoring arrears will generally only be written off when:

- The former homeowner is deceased and has no estate.
- No forwarding address can be obtained.
- The debt is un-economical to pursue

Former homeowner's arrears cases will not be written off without the authority of the Board, following a recommendation from the Operational Services Committee.

As well as arrears balances, annual write offs for credit balances will also take place. A bad debt provision will be agreed annually by the Board for budgeting purposes.

9.9 Disputed Accounts

Every attempt will be made to resolve disputed accounts within five working days. If this is not possible, we will inform the homeowners of the steps we intend to take to resolve this dispute within the initial five working days.

Where a dispute remains unresolved the homeowner will be provided with information in respect of the Association's Complaints Procedure.

The Senior Corporate Services Officer should be advised at the outset of disputes in relation to services or repairs involving homeowners in order that the dispute can be logged on the system and arrears procedure suspended. The homeowner should be requested to pay the balance of the account excluding the disputed amount.

The Senior Corporate Services Officer has delegated authority to make credits to homeowner's accounts up to a maximum of £100 per incident; credits above this level require the authority of the Director.

The Finance Agent should be advised on the outcome and provided with an authorised credit request authorised by the Senior Corporate Services Officer or Director.

9.10 Payments for High Cost Repairs

Where a homeowner wishes to make payment in respect of larger repairs over an extended period policy will be as follows:

- Homeowners will be charged an administration fee based on the Bank of England base rate + 4% per annum to be reviewed annually.

- Homeowners will sign an agreement with the Association in respect of the arrangement to pay.
- Homeowners will be required to set up separate Standing Order in respect of payments prior to works commencing.
- The Association requires full payment of costs within a maximum period of 12 months.
- Advance payments in respect of works which do not proceed will be refunded.

10. PROPERTY SERVICE

In order to maintain the property to a high standard it is necessary to identify and carry out repairs.

10.1 Routine

Routine Common Repairs will be instructed and carried out as deemed necessary by the Association.

Homeowners will be recharged for their share of each common job. The calculation will be based on the percentage quoted in the Deeds of Conditions.

10.2 Non-Communal Repairs

Where requested, the Association will provide verbal advice and guidance to homeowners in situations where non-communal repairs are involved. The Association will make available its approved contractors list to homeowners. However, the Association cannot be held liable for the quality of work provided by our contractor.

The Association may arrange non-communal repairs at the request of proprietors. Homeowners would be fully responsible for any costs involved and would be required to pay full costs in advance of the work being instructed.

The Association will offer through its contractors the facility to have annual gas servicing carried out for gas heating systems. This would be charged at cost and would be payable in advance.

10.3 Emergency Callouts/Repairs

If a homeowner or the tenant of the homeowner contacts the Association during emergency hours, the homeowner or tenant will be re-charged for the call-out and any subsequent repairs and material costs to repair the problem. It will be a requirement that a mandate from homeowner/tenant agreeing to pay costs is signed prior to commencement of works.

10.4 Review of Contractors

A regular review of all Maintenance Contractors in line with the Association's Maintenance Policy will be carried out by the Association to ensure that prices charged are competitive and reasonable and that workmanship is up to standard. The outcome of this review will be reported to the Board to ensure that the highest possible standards of repair are maintained and to achieve value for money.

10.5 Cyclical Services

To allow all residents to live in well managed and maintained housing, the Association will ensure that the estate management services are planned, implemented, regularly inspected to the highest possible standard and that estate management issues are acted upon immediately.

The Cyclical Service provided to homeowners includes:

Service Charges:	Relate to charges imposed by Scottish Power and Glasgow City Council for door entry, stair lighting and tv amps.
Garden Maintenance:	The grass areas are cut, the shrub beds weeded and de-littering of all common areas.
Environmental Maintenance:	Relate to de-littering, bulk removal, bin store cleaning, airspace cleaning, sweeping of backcourts etc.
Stair Cleaning Services:	The common stairs are brushed and washed once per week, the common glass and tiles washed once per month.

10.6 Planned Maintenance

The Association has an extensive annual planned maintenance programme which involves inspection and repair works to common items like electrical inspections, external painting of soffits, fences, clothes poles, internal painting of common closes etc.

The Association will endeavor to notify homeowners prior to the commencement of works detailing the sums involved.

In properties where the Association are majority homeowners, we will instruct these works. Where this is not the case, homeowners will be consulted, and works will be instructed based on the majority decision. If the fabric of the building (including internal decoration) is at risk, then the Association will instruct the work and recover costs of homeowners shares via the factoring billing process.

10.7 Major Repairs

This relates to works to replace or repair building components which have come to the end of their economic life or which are defective. Major repairs might also be needed as a result of changes in the law or building regulations and are mainly one-off contracts such as renewing roofs, windows, external doors, kitchens and bathrooms, etc.

In circumstances where major component replacement is required, the Association will advise homeowners in advance of:

- a) Scale of work
- b) Planned timescales
- c) Likely costs

10.8 Homeowners Alterations

Any major alteration to a flat is bound to need permission of some kind or other. Whilst an homeowner does not need permission to redecorate, or to renew kitchen units, permission is required for any work involving any area that affects the common part of the property, building or demolition of walls, building or moving a bathroom or toilet, changing windows, external doors, changing the use of the flat etc. In some respect a Building Warrant or Planning Permission will be required. More generally, the Common Interest may have relevance, requiring notification of proposals to other homeowners in the tenement.

Homeowners proposing to carry out major alterations are required to notify the Association (as a co-owner) giving the Association an opportunity to extend services and advice.

11. INSURANCE

A register of all properties included on the Association's block policy will be maintained on the Association's IT system.

A register of all properties not included within the Association's block policy will be maintained on the IT system. Information held will include:

- The homeowner's lender
- The sum insured
- Alternative insurance company details
- Policy renewal date

The Association will request up to date summaries of cover on an annual basis from all homeowners whose properties are not included on the block policy. Any homeowner who fails to produce proof of cover will be included on the block policy and charged premium costs until such time as documents are produced.

Homeowners will be invoiced for insurance costs on a quarterly basis.

An administration charge will be made in respect of insurance services the level of which will be agreed on an annual basis.

All common repairs which occur as a result of an insurable peril will be carried out in accordance with the Association Repairs and Maintenance Policy

Homeowners will be advised of works undertaken as a result of an insurable loss within seven days of instruction.

Invoices in respect of common insurance repairs will be invoiced to homeowners in the normal manner.

To ensure full recovery of insurance excesses payments received from the insurer will be credited to homeowners' accounts.

Homeowners reporting internal damage to their property as a result of an insurable peril will be issued with a claims pack to allow them to deal directly with the insurers on all aspects of their claim including the arrangement of works and contractors.

The Association may undertake works on behalf of a homeowner if there is a necessity to prevent on-going damage to other properties or if there are strong social reasons for doing so. Any such works would be progressed on the following basis:

- Agreement has been reached with the insurer that a loss has occurred in terms of the insurance policy and the extent of works to be undertaken.
- A signed mandate has been obtained from the homeowner agreeing to the specification of works to be undertaken and acknowledging responsibility for payment of the excess.
- A project management fee will be charged in respect of providing this service.
- Where a homeowner is in arrears no works will be carried out under insurance unless premiums are paid up to date.

12. HOMEOWNERS SELLING

An additional administration fee will be charged in respect of homeowners' sales. Information will be sent to sellers'/buyers' solicitors on request complying with our customer standards and will be charged the standard fee for the provision of documents.

An additional fee for the provision of documents and information at short notice will be charged where requests for information or documentation are made less than five days from the completion date of a sale.

At the completion date an interim invoice will be issued in respect of accounts to the date of sale. Retention will be requested in respect of the estimated sum due in respect of all sales. The estimated account will be followed by the final account when all outstanding contractors' invoices are to hand. If on completion of the sale, there are surplus funds these will be returned to the homeowners' solicitor for refund to their client once it has been established that there are no repairs instructed but not yet completed in the system.

Checks should be made concerning any Notice of Potential Liability for Costs that may be in place and retention requested in this respect. On receipt of all sums due a Letter of Satisfaction will be issued to the buyer's solicitor.

A factoring deposit of £150.00 will be required from any new homeowner on completion of the sale.

13. WITHDRAWAL OF FACTORING SERVICE

The Association may withdraw its factoring service at a property if it considers that the financial risk of maintaining the service is too great or there are management issues which it is unable to resolve.

In order to withdraw services a report must be submitted to the Board for their agreement that this should proceed.

Prior to withdrawal of services the Association where appropriate may advise Glasgow City Council of the issues and agree with them whether an agency agreement would be a solution.

Homeowners at the property will be issued with 3 months' written notice that the service is being terminated.

If an agency agreement is appropriate homeowners will be advised of the changeover of service.

Homeowners will be issued with final factors accounts at the end of the notice period.

Any homeowner who has a surplus in their account will be issued with a refund.

14. CANCELLATION OF SERVICE

In accordance with the Association's written statement homeowners can terminate the Association's service by calling a meeting in accordance with the title deeds of the property and providing the Association with three months' notice signed by the majority of the homeowners of the property also in accordance with the title.

The Association will provide the homeowners with any financial information they require at this time.

The Association will from the date received provide only wind and watertight reactive repairs service.

At the end of the three-month period the Association will apportion accounts and provide each homeowner with a final account for payment and refund any credits due

15. REPORTING

Quarterly reports will be presented to the Operational Services Committee and made available to all factored homeowners on request. These will include:

- The value of work invoiced in period
- The value of outstanding accounts
- Details of legal action being pursued

16. INFORMATION & CONSULTATION

The Association will keep all factored homeowners informed of its activities through a variety of methods including:

Homeowners factored by the Association will receive copies of our newsletters and annual report.

The Association or its factored homeowners will arrange ad hoc meetings regarding the factoring service.

Copies of our policies, strategies, and minutes of meetings will be made available to tenants and homeowners. The only time we cannot give out copies is when the document contains sensitive information.

The Association will consult with homeowners in relation to the review of documents that pertain to factoring services i.e. policies, code of conduct, statement of services.

The Association will endeavor to carry out a full independent survey of our homeowners at least every three years and carry out a small in-house survey yearly.

17. COMPLAINTS

The Association operates a Complaints Policy that is open and transparent. Should any homeowner or service user feel the need to make a complaint against the organisation, the complaints policy and procedure will be implemented.

In keeping records about complaints and in allowing access to our files we will comply with the legislative requirements.

18. IMPACT ON EQUALITY & DIVERSITY

The Association demonstrates its commitment to diversity and promoting equality by ensuring that this policy is applied in a manner that is fair to all sections of the community, with due regard to the protected characteristics identified under the Equality Act 2010.

19. MONITORING AND COMPLIANCE

This policy will be reviewed every 3 years in accordance with the policy review programme agreed by the Board.

If there are significant changes to legislation or regulation or there are found to be deficiencies or failures in this policy, because of complaints or findings from any independent organisations, the Director will initiate an immediate review.

Where appropriate, key stakeholders, customers and interested parties will be consulted as part of any review of this policy.

20. OPERATIONAL ARRANGEMENTS

Relevant procedures and guidance associated with this policy include, but not limited to:

- Repairs & Maintenance Policy
- Factored Homeowners Procedure
- Procurement Policy
- Estate Management Policy
- Document & Data Retention Policy
- Equality & Diversity Policy
- Customer Care Policy
- Complaints Policy
- Anti-Social Behaviour Policy
- Financial Regulations
- Rechargeable Repairs Policy
- Alterations & Improvement Policy
- Asbestos Policy
- Satellite Policy