



# **Property Management (Factoring)**

## **Statement of Services**

**Version 7**

**01 April 2024**

**Property Factor Registered Number PF000230**

### **A Authority to Act**

The Association act as your factor because: -

- we are named as the Factor in your title deeds
- we were already the factor when you purchased your property
- we were appointed as Factor by the majority of owners
- we were appointed as Factor following the tenement rehabilitation

### **B Services Provided**

We provide the following specific services to all factored properties: -

- Management services
- Comprehensive building insurance
- Common repairs and property inspection
- Landlord services (stair cleaning, backcourt maintenance, bulk uplift, gutter cleaning)
- Stair lighting through Glasgow City Council
- Any other Common Services (e.g. Communal aerials)
- Project management of owner led major works (fee charging basis)

More detail regarding the services provided and our target times for responding to requests for routine and emergency repairs are on pages 5 to 7 of this statement.

## **C Financial & Charging Arrangements**

### **Management Fee**

Our fee represents the cost of administering and carrying out the property management duties highlighted in this guide. Our management fee is detailed on your quarterly or half yearly Factors Bill.

The management fee is reviewed annually to make sure that it covers the cost of providing the service. You will be notified in advance of the increase being applied.

Our current annual management fee is £124.25

### **Other core charges**

Your other core charges will include your Buildings Insurance premium, Garden Maintenance, Backcourt and Stair Cleaning, and Bulk Uplift. These will also be charged to you on your quarterly or half yearly Factors Bill. Please note that some blocks may have opted out of the Garden Maintenance and Backcourt & Stair Cleaning services.

### **Apportionments**

If there are common works required to your block you will be responsible for your share. This is normally a percentage for example if there are 12 properties in your block you will pay 8.33% if there are 6 you will pay 16.66% and so on and this will likely be set out in your title deeds.

Your percentage of any common repairs will be on your Factors Bill.

### **Floats and sinking funds**

At present, the Association does not require a float and do not have sinking funds.

### **Billing Arrangements**

Our management fee, your insurance premium, and any service costs are billed on either a quarterly or half yearly basis in arrears. Bills are issued in the months of April, July, October, and January. You will be sent your Factors Bill either by email or post depending on your mailing preferences. If at any time you wish to change your mailing preference please contact us. Likewise, if you change your email or postal address you must notify us. Any changes to this billing cycle would be notified to owners in advance.

When you purchased your property, we would have sent you a letter which included your billing cycle.

## **Payment Arrangements**

We need you to settle your accounts promptly, within 14 or 30 days of the account issue date. Please remember, we will have already paid your costs to our contractors and insurers. For CDHA to continue to pay costs up front, we do need you to pay on time. This also helps us keep costs at the current low levels.

Any queries concerning the bills should be raised with us as soon as possible to avoid debt recovery action.

Owners who anticipate having difficulty making a payment are invited to contact us to discuss the reason for the difficulty and if appropriate, to agree an acceptable payment arrangement.

Where we have been unable to (a) make contact with an owner, (b) agree a satisfactory payment arrangement, (c) an owner has failed to meet the terms of a payment arrangement agreed previously, we will instruct legal action or implement other appropriate measures to recover the debt.

We will seek to recover all costs in pursuing the debt (our costs, debt recovery agents, solicitors, court fees etc.). The Deed of Conditions also allows us to charge interest on the outstanding amount at the rate of 10%. We make every effort not to apply this entitlement to interest but will **always** apply interest where a case requires to be passed to our debt recovery agents.

Typically, in the event of CDHA taking legal action, costs can add at least £250 to the original debt. **Debt action can also affect your ability to obtain credit in the future.**

**You will find our debt recovery policy on our website:**

[www.cathcartha.co.uk](http://www.cathcartha.co.uk)

## **Payment Methods**

Common Charges and Common Repair Accounts can be paid:

- By debit or credit card over the telephone on 0141 633 2779
- By debit or credit card at our office
- By internet banking using your surname & property reference
- By monthly standing order using your surname & property reference
- By sending us a cheque made payable to Cathcart & District Housing Association Ltd. Please write your surname & property reference on the reverse of your cheque.

To help with budgeting and save your time, we recommend that you set up a **standing order** to pay your regular Common Charges Accounts. This can be at a frequency to suit you, e.g. quarterly or monthly instalments. Please note that if you choose to set up a standing order you must ensure that your account is cleared by the end of each billing period, this may mean adjusting your standing order or paying an additional amount to your account

### **Benefit Help with Common Charges**

Many owners are entitled to benefit help from the Department of Works & Pensions (DWP) – previously known as the DSS, with payment of our management fee and most of your common service charges and insurance.

The main qualifying benefits are:

- Income Support
- Income Based Jobseekers Allowance
- Pension Credit

If you think you might qualify, don't delay in contacting your local DWP office. You will need to provide them with proof of the charges so keep the top part of your last bills. If you qualify for assistance, the benefit office will divide qualifying charges over the year and pay you an additional benefit directly on a weekly basis. You will then be responsible for onward payment to us.

Most common service charges are covered, provided they are part of a factoring agreement. The only exceptions are common heating charges and old arrears. Benefit may be backdated for three months, but no more.

### **Welfare Rights & Debt Advice**

Our Money Advice Service offers free confidential, impartial and independent debt advice.

We can review your Finances, prioritise your debts and complete a Financial statement which includes details of your income and expenditure. We will then give you advice on what options are suitable for you and provide you with necessary information to help you make a decision. We will contact your creditors and negotiate with them on your behalf.

Appointments are available at our offices by appointment, over the phone or by email.

Telephone 0141 633 2779 email [advice@southside-ha.co.uk](mailto:advice@southside-ha.co.uk)

You can also find out about organisations and information on formal debt relief and management products, bankruptcy, protected trust deeds and the Debt arrangement scheme on the Accountant in Bankruptcy's website [www.aib.gov.uk](http://www.aib.gov.uk)

## D Communication and Consultation

### Contacting us

Staff will not discuss matters relating to a Factored property with anyone other than the owner who will be required to answer a security question. In order to discuss an account with a third party other than their legal representative we require a specific consent form signed by the owner or a legal document stating the third party is Executor or has Power of Attorney.

Our office opening hours are:-

|                         |                    |
|-------------------------|--------------------|
| Monday to Thursday      | 9am – 5pm          |
| Friday                  | 8.30am – 3.30pm    |
| We are closed for lunch | 1pm – 2pm each day |

You can contact us in the following ways: -

- By telephone on 0141 633 2779
- In person by making an appointment at our offices
- In writing to our offices at:-
- **3 Rhannan Road, Cathcart, Glasgow, G44 3AZ**
- By e-mail to
- [Lorraine@cathcartha.co.uk](mailto:Lorraine@cathcartha.co.uk) Finance Officer
- [Andrew@cathcartha.co.uk](mailto:Andrew@cathcartha.co.uk) Finance Assistant

Our website [www.cathcartha.co.uk](http://www.cathcartha.co.uk) will tell you more about the Association and what we do.

### Common Repairs Service & repair timescales

CDHA have an approved list of contractors whom we use for our repairs and maintenance. There is a list of emergency call out numbers at the end of this document.

Please remember, this is only for common repairs. If you have a repair that is individual to your flat such as a leaking cistern, central heating breakdown or something which only affects your flat, this is not covered and you will need to contact your own contractor.

Prompt reporting of repairs will maximise the lifespan of the property and can cost less if identified at an early stage.

## Repair Timescales

Listed below are response timescales under our repair contract with our contractors once work is instructed.

**Repair Type** - Emergency – an issue posing immediate risk to health or likely to cause serious risk of damage or security to the property

Note: Access must be provided. If unavailable it is not deemed to be an emergency

**Timescales** - Attend within 6 hrs & complete within 24 hrs, if possible

**Repair Type** - Dampness/rot (only where this affects common parts)

**Timescales** - Target 10 working days

**Repair Type** - Paths/fencing

**Timescales** - 10 working days, or as agreed

**Repair Type** - Underground burst

**Timescales** - 2 working days

**Repair Type** - General fabric repair

**Timescales** - 10 working days, or as agreed

**Repair Type** - Controlled entry repairs

**Timescales** - 2 working days

## Minor Repairs

For minor works **under** threshold limit of £2,000, the Factor has the power to instruct these works and recover costs from owners without consultation.

**We can also instruct works above the threshold limits, for the immediate protection of any person or the property, pending a decision being taken by owners on permanent remedial works.**

## Threshold Limits

We always write to owners to seek consent for a repair if the cost is over the property threshold limits.

Threshold limits are £2,000 plus VAT.

Payment for all repairs above £2,000 will be required to be paid in advance.

If it is found that the work will exceed the threshold, the contractor will provide details of the total costs and you will receive a letter seeking majority consent to proceed.

We request a response from owners within 7 days to ensure work can be authorised promptly. However, work will only proceed if the majority of owners at the property consent to the repair. We will write to advise you of the outcome of the consultation process. If we do receive majority consent, the work will be authorised to proceed.

If authority cannot be obtained, then we will generally be unable to have the repair carried out and owners will be notified of this. Failure to have necessary work carried out can de-value your property or result in deterioration, which is likely to cost more to correct in the longer term.

### **Reporting a Common Repair**

Repairs can be reported in the first instance to:  
CDHA by telephone on 0141 633 2779, letter, in person to:  
3 Rhannan Road or by email to: CDHA [info@cathcartha.co.uk](mailto:info@cathcartha.co.uk)

Emergency repairs required outside normal business hours should be reported directly to the contractor using the numbers provided. Emergency call outs, together with any temporary repairs, incur charges that will be recharged to the owners within the block. Your share of costs for any repairs will be billed to you after completion.

### **Quality or cost of works enquiries**

Any complaints about the repair service, including quality of work, should be reported as soon as possible for investigation. Owners should not wait until the bill arrives to make a complaint. The quicker we find out about it, the quicker we can get things sorted for you.

### **Stair/Back Court Lighting**

**There is a legal requirement in the Civic Government (Scotland) Act 1982 to provide & maintain lighting in stairways and back courts.**

Glasgow City Council provides a Stair & Back Court Lighting Service with the cost of this service charged to relevant owners through CDHA.

Included in this service are:

Close and common stair lighting, back court lighting, low level perimeter lighting, pathway lighting (for lighting systems adopted by Glasgow City Council)

- Repair and replacement of light fittings
- Lamp replacement
- Repair and replacement of control equipment
- Repairs to wiring system
- Periodic (5 yearly) inspection and testing of installation
- Energy charges – electricity consumption

Excluded from this service are: -

- Replacement of entire systems that have reached the end of their serviceable life
- Repairs where damage is attributable to fire or deliberate misuse

Repairs are carried out by City Lighting and should be reported in the normal manner to the **City Building Services Call Centre 0800 595 595** or email [contact.centre@citybuildingglasgow.co.uk](mailto:contact.centre@citybuildingglasgow.co.uk)

## **Landlord Services**

This contract is currently split into different areas and carried out by different contractors where applicable:

Back Court & Stair Cleaning – Provided by our in-house Estates team

Bulk up lift from back court – CleanScene

Garden Maintenance – Nurture Landscapes Ltd

The Contractors deliver 3 distinct services:

**Back Court & Stair Cleaning** – sweeping and de-littering services carried out fortnightly and quarterly window cleaning.

**Bulk Uplift** – provision of unlimited uplift of bulk items for an annual fee of £35 per owner.

**Seasonal Garden Maintenance** – seasonal communal back court maintenance is carried out fortnightly from April to October. Provisions include grass cutting, maintenance of complementary edged areas, weed control, hedging maintained in a neat and tidy condition as well as a minimum of one visit to maintain any shrub areas.

**Out with the services that we provide**, elderly/vulnerable residents may also be able to receive help with maintaining their own garden. This service is offered by Glasgow City Council and is funded from council tax. The City Council usually have a waiting list for this service. For more details, please call **Glasgow City Council on 0141 418 1324**.

## **Buildings Insurance**

In order to ensure that the correct cover is in place and that the owners receive the best value for money we ask Howden who are a Chartered Insurance Broker to prepare a tender for the owner's buildings insurance policy. We also invite our existing insurer to tender.

The Buildings Insurance Policy is renewed annually on 1 April.

In line with other insurers and to reduce your premium the excess for all claims under the policy are :-

|                               |               |
|-------------------------------|---------------|
| <b>General Excess</b>         | <b>£350</b>   |
| <b>Escape of Water Excess</b> | <b>£500</b>   |
| <b>Subsidence Excess</b>      | <b>£1,000</b> |



If a claim relates to a common repair the excess will be split equally between all of the owners in the block and a further excess will be split between the flats that the Association own.

The Association will not charge any commission for administering the policy and your premium is detailed on your Factoring Charge Schedule.

## **Complaints About Our Service**

### **How to make a complaint, comment or compliment**

We are determined to put our customers at the heart of everything we do and provide the best possible service we can.

If we don't get things right first time, we will listen and learn so we can stop it happening again.

Your views are important to us as they let us know how and where we can improve. 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. We will always try to deal with your complaint promptly.

Hopefully there will be many more occasions when we do get things right and we would like to hear your positive comments and compliments too.

You can make a comment or complaint through our website [www.cathcartha.co.uk](http://www.cathcartha.co.uk) or obtain our leaflet "Comments and Complaints" from our office. This leaflet includes a form to complete.

### **Complaints Process**

Stage 1 - first contact – frontline resolution

Stage 2 - Internal review and investigation

After we have fully investigated, if you are still dissatisfied with our decision or the way we have dealt with your complaint and consider that we have failed to carry out our duties or failed to comply with the Code of Conduct for Property Factors you can refer your complaint to the **First Tier Tribunal for Scotland Housing & Property Chamber**.

## **First Tier Tribunal for Scotland Housing & Property Chamber**

When our in-house complaints resolution procedure has been exhausted without resolving a complaint, the final decision should be confirmed with senior management before the owner is notified in writing. This letter will provide details of how to contact the **First Tier for Scotland Housing & Property Chamber** formerly known as the Homeowner Housing Panel.

Owners may make an application to the Housing & Property Chamber for a determination of whether the Association has failed to carry out their Factoring duties or failed to comply with the Property Factors (Scotland) Act 2011.

Homeowners must allow us a reasonable opportunity to resolve your complaint.

To make a complaint to the Housing & Property Chamber, homeowners must first notify the Association in writing of the reasons why they consider that they have failed to carry out their duties, or failed to comply with the code of conduct. The Association must also have refused to resolve the owner's concerns, or have unreasonably delayed attempting to resolve them.

You can contact the Housing & Property Chamber in writing at **First-tier Tribunal for Scotland, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT** or you can download an application form and find out more information at **[www.housingandpropertychamber.scot](http://www.housingandpropertychamber.scot)**

### **Data Protection**

The Association are registered with the Information Commissioner's Office's Data Protection Public Register.

**Our registration number is ZA165233.**

Our Privacy Policy is on our website and is also attached to the end of this document.

## **E Declaration of Interest**

We do not receive any commission from our contractors to carry out standard repairs. The exact amount invoiced to us by contractors is apportioned between the owners. We may charge a project management fee to oversee major repairs.

In blocks where CDHA has tenants then we are owner, landlord and Factor.

## **F Information about the 2011 Act and the duties it places on property factors**

All organisations operating in Scotland who meet the definition of a property factor as set out in the Property Factors (Scotland) Act 2011 are required by law to register on the property factors register. CDHA has the property factor registered number PF000230. You can view the Register at:

[www.propertyfactorregister.gov.scot/PropertyFactorRegister/](http://www.propertyfactorregister.gov.scot/PropertyFactorRegister/)

The law also requires CDHA to comply with the Code of Conduct which applied from 1 October 2012 and has been revised on 16 August 2021. The Code of Conduct sets out minimum standards of practice for registered

property factors, encouraging transparency in the way that they conduct their business in connection with the management of common property or the maintenance of land. You can also view the Property Factors (Scotland) Act 2011 Code of Conduct at:

[www.gov.scot/publications/code-of-conduct-for-property-factors=2021/](http://www.gov.scot/publications/code-of-conduct-for-property-factors=2021/)

## **G How to End the Arrangement**

### **Selling Your Home**

You need to notify us of the change of ownership as soon as you know who the new owner is. Without this, you would continue to be liable for charges. Your solicitor will normally do this for you as part of their conveyancing service.

We will then calculate any outstanding charges and send your solicitor a final account which will include an administration apportionment fee of £50.

When you have notified us of the change of ownership, we will refund any overpayment & common charge deposit, less any outstanding charges, and send your solicitor a final statement.

### **Termination of our services**

The Association reserve the right to end the arrangement by giving owners 3 months' notice. In this case we will write to the homeowner's affected giving them the notice period and timescales. After the notice period we will terminate our services and remove the block from our Buildings Insurance Policy.

### **Can I change my Factor?**

With the exception of properties where CDHA has a reserved right to appoint the Factor, the majority of owners can decide to change their Factor.

CDHA should be contacted for detailed guidance on the required process to make a change of Factor, although we hope you choose to remain with CDHA as the most cost-effective factoring option for you.

We will co-operate with the new Factor to ensure a smooth transition. We will share the required information (subject to data protection legislation). We frequently get phone calls from owners asking us to factor their common property as they believe that our fees and services are more attractive than existing factoring arrangements.

In changing Factor to another company, owners are counselled to compare charges in terms of the management fee and all other costs. For repairs and common services, CDHA currently re-charges owners exactly what we pay the contractors and do not add an additional uplift to cover costs. Our

management fee covers our administrative costs. Whilst we are sure that our fee is competitive, you should check not only the management fee that other Factors levy, but also whether they perhaps charge add-on costs each time a repair or service is carried out. Please do check the small print.

Other things to consider are whether the new Factor will require owners to pay costs in advance before instructing works. For all but major owner led projects, CDHA pay owners costs in advance and recovers these from each owner after completion.

Some owners have asked whether they can self-factor. Again, we will give advice on this. Self-factoring requires owners themselves to do the work of the Factor for example, organise the block insurance policy, organise and pay for repairs, paying for common services etc. We will make clear the responsibilities these arrangements place on individual owners in terms of physically gathering in funds from their neighbours to pay for services, repairs, maintenance and importantly insurance, operating a bank account to manage the property, organising and overseeing contractors, pursuing any reluctant neighbours through legal action who will not pay their way. This can be a difficult job, which is why few of our customers have ever chosen this route and instead trust CDHA as a professional, experienced Factor to look after their building.

If a neighbour is asking you to change to self-factoring and stop having a professional Factor, ask yourself why? From experience, we often find that the person asking about opt out, just doesn't want to pay for the upkeep of the building. Remember, you have no automatic right to revert to our Factoring Services when things go wrong.

You may find a website called **Under one Roof** helpful. The website is for owners of all types of common property and is designed to help you understand your rights and responsibilities. Under One Roof is an independent service provided across Scotland by a charity.

<https://underoneroof.scot/>

## **Changes to the Code of Conduct for Property Factors**

The Revised Code of Conduct for Property Factors came into force on 16 August 2021. This will replaced the current Code which was in force since October 2012.

Compliance with the Code is a legal requirement for all Property Factors.

Some of the key changes introduced by the Revised Code are noted below:

- “Overarching Standards of Practice” have been introduced. These are standards which factors must adhere to when carrying out their services. They include compliance with all relevant legislation. There is further emphasis upon factors remaining honest, open and transparent in all of their dealings.
- Any substantive change to a factor’s Written Statement of Services must be provided to homeowners at the earliest opportunity within a 3 month period.
- The Revised Code provides further guidance and detail as to what must be included in each WSS. Additionally, they must including information about the 2011 Act and factors’ duties under this.
- Factors are under an obligation to comply with Data Protection Legislation when handling clients’ personal data.
- Compliance with anti-money laundering legislation and guidance will become a requirement per the factor’s financial obligations.
- From August a factor must treat customers in default/arrears: “fairly, with forbearance and due consideration.” Given this, factoring debt recovery procedures should advise customers that independent, free debt advice organisations are available to them.
- Factors are to provide an annual insurance statement to each homeowner or a statement within 3 months following a change in insurance provider.
- Further details must be included in a Factor’s Complaints Handling Procedure, including how a homeowner can make an application to the First Tier Tribunal in the event their complaint remain unresolved.

In addition to the above, the Revised Code also introduces a new, six page, glossary of terms. These have been included in an effort to strengthen the clarity of the Code.

**We hope that you have found this Statement of Services useful, however if there is any aspect of our Factoring Services or the Property Factors (Scotland) Act 2011 that you are unsure about please contact a member of our Finance Team on 0141 633 2779 or email:**

Lorraine Glasgow Finance Officer                      Lorraine@cathcartha.co.uk

Andrew Milne              Finance Assistant                      Andrew@cathcartha.co.uk

## **Emergency Contractors**

For Out of Hours Calls;

Electrical/Joinery/Plumbing/Roofing & Glazing Repairs -0141 556 3500  
(CLC All Trades)

Boiler & Gas Central Heating – 0800 595 595 (*City Building*)

## **Other Useful Telephone Numbers**

|  |               |
|--|---------------|
| Cathcart & District H.A  | 0141 633 2779 |
| Emergency Gas/central heating  | 0800 595 595  |
| All other emergencies  | 0141 556 3500 |
| Aitkenhead Road Police   | 0141 532 4900 |
| Police Emergency   | 999           |
| Police Non-emergency   | 101           |
| Crimestoppers  | 0800 555 111  |
| Community Safety<br>Glasgow Services                                     | 0141 276 7400 |
| Anti-social Noise  | 0141 287 6688 |
| Environmental Task Force<br>(Dog Fouling, litter, graffiti, fly tipping) | 0141 287 1058 |
| Pest Control   | 0141 287 1059 |
| Stair Lighting   | 0800 595 595  |
| Street Lighting  | 0800 373 635  |
| Water Mains Leakage or Bursts  | 0845 600 8855 |
| Homelessness   | 0141 276 8201 |
| NHS 24   | 111           |



## **Cathcart & District Housing Association**

# **OWNER PRIVACY NOTICE**

### **(How we use your personal information)**

This notice explains what information we collect, when we collect it and how we use this. During the course of our activities, we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.

## **Who are we?**

Cathcart & District Housing Association, registered as:

A Scottish Charity (Scottish Charity Number SC037255);  
A registered society under the Co-operative and Community Benefit Societies Act 2014 and the;  
Financial Services Agency with Registered Number 1821 RS;  
A registered Property Factor, Registered Number 000230;

and having their Registered Office at:

**3-5 Rhannan Road, Cathcart, Glasgow, G44 3AZ**

Cathcart & District Housing Association takes the issue of security and Data Protection very seriously, including compliance with the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations.

We are notified as a Data Controller with the Office of the Information Commissioner (ICO) under registration number ZA165233 and we are the data controller of any personal data that you provide to us.

## ***How we collect information from you and what information we collect***

We collect information about you:

- Request services/repairs, enter into a factoring agreement with ourselves howsoever arising or otherwise provide us with your personal details
- when you apply to become a member;
- from your use of our online services, whether to report any factor related issues, make a complaint or otherwise;
- from your arrangements to make payment to us (such as bank details, payment card numbers, employment details, and any other income and expenditure related information);

We may collect the following information about you:

- Personal details: name, addresses, date of birth
- Contact details: home phone number, mobile phone number and email address
- Further details: NI number, gender, ethnicity, disability, medical details, marital status, signature, unacceptable behavior warnings
- Account Details: start and end dates, bills paid, under/over payments
- Payment details: bank account details, 3<sup>rd</sup> party payment details
- Repairs: repairs requested, access details, completion dates



- Pseudonymised data: CDHA customer account numbers, factors reference number,
- Share membership number
- Purchase details: solicitors details
- Location: IP address when you access our website
- Images: event photographs and CCTV images
- Voice recording on our voicemail and office telephones

We may also record factual information whenever you contact us or use our services, as well as information about other action we take, so that we have an accurate record of what happened.

We may receive the following information from third parties:

- Payments made by you to us;
- Complaints or other communications regarding behavior or other alleged breaches of the terms of your contract with us, including information obtained from Police Scotland, Social Services, and/or Local Authorities;

### ***Why we need this information about you and how it will be used***

We need your information and will use your information to:

- Undertake and perform our obligations and duties to you in accordance with the terms of our contract with you;
- Enable us to supply you with the services and information that you have requested;
- Enable us to respond to your repair request, housing application and complaints made;
- Analyse the information we collect so that we can administer, support, improve and develop our business and the services we offer;
- Contact you in order to send you details of any changes to our or suppliers that may affect you;
- Progress all other purposes consistent with the proper performance of our operations and business; and
- Contact you for your views on our products and services.

### **Who might my data be shared with, or seen by?**

We may disclose your personal data to any of our employees, officers, contractors, insurers, professional advisors, agents, suppliers or subcontractors and healthcare providers insofar as reasonably necessary, and in accordance with data protection legislation.

We may also disclose your personal data:

- with your consent;
- to the extent that we are required to do so by law;
  - to complete a regulatory return in relation the Management Committee
  - to protect the rights, property and safety of us, our customers, users of our websites and other persons;
  - in connection with any ongoing or prospective legal proceedings;
  - If we are investigating a complaint, information may be disclosed to solicitors, independent investigators such as auditors, the Scottish Housing Regulator and other regulatory body involved in any complaint, whether investigating the complaint or otherwise;
  - to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling;
  - to another organisation if we enter into a joint venture or merge with another organisations.

### **What are the legal bases for us processing your personal data?**

We will only process your personal data on one or more of the following legal bases:

- contract
- consent
- our legitimate interests (including CCTV recordings)
- vital interests
- public interest/official authority
- legal obligation

### **Processing special category personal data**

Special categories of personal data means information about your racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; health; sex life or sexual orientation; criminal convictions, offences or alleged offences; genetic data; or biometric data for the purposes of uniquely identifying you.

The "special categories" of sensitive personal information referred to above require higher levels of protection. We need to meet additional legal requirements for collecting, storing and using this type of personal information.

### **Transfers outside the UK and Europe**

Your information will only be stored within the UK and EEA.

### **How do we keep your data safe?**

When you give us information, we take steps to make sure that your personal information is kept secure and safe. All data is held in accordance with Cathcart & District Housing Association's data protection policies and procedures.

### **How long we will keep your information**

We review our data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law, or best practice, and in accordance with our Data Retention Policy and Schedule.

### **Your Rights**

You have the right at any time to:

- ask for a copy of the information about you held by us in our records;
- require us to correct any inaccuracies in your information;
- in certain situations, make a request to us to delete your personal data;
- request we restrict processing your personal data;
- object to receiving any marketing communications from us, and;
- to be informed of any automated decisions made in relation to you.

### **Queries and Complaints**

Any questions relating to this notice and our privacy practices should be directed, in the first instance, to our Corporate Services Officer ([emma@cathcartha.co.uk](mailto:emma@cathcartha.co.uk)) or by telephoning 0141 633 2779.

Our Data Protection Officer is provided by RGDP LLP and can be contacted either via 07951 241584 or [info@rgdp.co.uk](mailto:info@rgdp.co.uk)

You also have the right to complain to the Information Commissioner's Office in relation to our use of your information. The Information Commissioner's contact details are noted below:

Telephone: 0303 123 1113

Online: [Make a complaint | ICO](#)

The accuracy of your information is important to us - please help us keep our records updated by informing us of any changes to your email address and other contact details.