Justice Committee

Inquiry into the effectiveness of the provisions in the Title Conditions (Scotland) Act 2003

Supplementary written submission from the Greenbelt Group Limited

Supplementary comments arising from oral evidence (12 March 2013)

Comments relating to evidence of Greenbelt Group Action

- The point of sale information relating to Greenbelt was provided to the developer’s sales cabins at the West Myerton Development as Greenbelt was undertaking the landscape implementation pre sale. Greenbelt provides homeowner packs and also introductory information to new homeowners. This was the case in 2007. If the committee feels it relevant Greenbelt can provide copies of all generic correspondence to Mr Marriott, i.e. what was sent to each resident. There has been regular contact through letter, e-mail, 3rd party or other with Mr Marriott.
- It is also relevant to note that since 2007 there have been significant changes to this process. There is significant information available both statutory and also regulatory in this market now; e.g. Home Owner Reports, House builder HIP Reports, PFSA Written Statements of Service, Home Owner Packs from service providers, NHBC Warranty Packs, cabin sales information.
- The evidence also made reference to other drivers in the purchasing of new property, such as location, house style, internal fit out etc., but also missed on the “snagging factor” which can also temper new buyer experience.

The Greenbelt experience at West Myerton:

- Did initiate with a Doorstep Petition to which Greenbelt issued a response to each individual homeowner. A copy of this response is attached.
- Claims that the land is unmaintained are disputed by the following evidence:
  - near to Mr Marriott the Zoopla house sale report will indicate around 50% house sale activity in the last 7 years and with increased house values
  - no landscape reports have been shared
  - areas have been maintained sufficiently well to satisfy the planning authority and no complaint or enforcement action of any kind has ever been taken by them
  - areas have been maintained sufficiently well to satisfy the developer that their contract with Greenbelt has not been breached
  - contractor and supervisor reports for all features demonstrate regular management and maintenance
  - the customer care profile indicates that the majority of enquiries related to finance queries rather than maintenance queries
  - the landscapes have established well and residents have commented positively
  - many residents were not aware prior to the evidence session that Mr Marriott is referring to their development at a Scottish Parliament committee
• Reference was made about SuDS serving the community of Menstrie at cost to the West Myerton residents. This is not the case as planning and design is based on the development only and capacity is calculated on that basis.

• The Consumer Choice Option was not requested at West Myerton but Greenbelt did offer 3 options including (1) leasehold arrangement (2) long term management agreement and (3) land ownership transfer. One approach could be for the academics to examine and consider the Greenbelt Consumer Choice Option as the basis of a possible mechanism for amendment to the PFSA, as the Title Conditions (Scotland) Act 2003 already contains legal routes for varying/removing burdens.

• The cost of the Annual Management Charge at West Myerton is around £150 per year and covers many aspects of maintenance and management. The alternative pricing was not on a like for like basis. The PFSA offers full transparency and it is clear that no other party is prepared to take ownership, liability, insure itself, manage and maintain for £150 per annum. Plenty will cut the grass for £50.

• The evidence for Greenbelt would show that Mr Marriott is acting in a minority where there is little appetite for change, and much of his initial support has been “lost”.

• Mr Marriott and his Greenbelt experience raises some issues which he cannot substantiate such as:
  o A comment on Greenbelt documentation “Creating Great Outdoors” raised by Mr Pearson - refers to some of the standards we set ourselves, but Mr Marriott claims to have “seen numerous documents which change constantly”.
  o Mr Pearson asked if “The guidance is fulfilled in reality?” Mr Marriott’s answer was “no”.
  o Mr Pearson asked further questions on “transparency around costs”, “description or understanding of repairs” and “is this still a common experience”. With the introduction of the PFSA there are no shortfalls on delivery or pricing or description or experience and this has been explained to committee on a few occasions.

It is disappointing that the Committee did not explore these points further.

• Mr Marriott makes reference to non-performance of maintenance “on his development” yet Greenbelt has not received any significant objective complaints about maintenance which it has not sought to resolve quickly and has responded where appropriate. Greenbelt management records indicate that the development is maintained above specification, despite non-payment by a few residents. The reality is if all residents did pay then all residents would receive more than average specification. A study of house sales (zoopla) at Mr Marriott’s address indicates around 50% of homes have been sold (and purchased) at increased values indicating that if land was not maintained then sales would not happen.

• Despite Mr Marriott’s evidence, Greenbelt has not received any landscape audit. Greenbelt did however receive in 2007, 2008 & 2009 unsigned reports and photographs from West Myerton residents (one of whom we understand to have a qualification of BSC in Environmental Science
and who is associated with Greenbelt Group Action) containing adverse comments and photographs about standards of maintenance and workmanship and stating the standard of work was unsatisfactory to them. Many of the photographs provided with those reports related to areas which at the time were still being maintained by the developer and which had not been handed over to Greenbelt for maintenance purposes. If the committee feels it relevant Greenbelt can provide copies of these. This raises the question of “what should the correct standard of work be”? The correct standard is not the standard set by the residents or indeed expected by them but the standard expected by the contract between Greenbelt and the developer.

- Mr Marriott refers to 24 point letter which he indicated was only partially answered. A copy of the full and detailed response is attached. This was sent as a circular to all residents with a full statutory Written Statement of Services (also attached) in compliance with the PFSA.
- Mr Marriott refers to his campaign being involved in “50 estates in Scotland”. Greenbelt’s Customer Care experience/evidence does not reflect this. It may be that Mr Marriott is in touch with only the “won’t pay” residents, which typically represent the marginal minority.
- Mr Marriott claims a stalemate over last 8/9 years yet over that period the development has been consistently maintained to the required standard and he has benefitted from well managed open space and a secure value of his property. He has communicated with Greenbelt, his latest being an e-mail sent on 2nd March 2013. Where appropriate he has received polite and informative responses.
- Mr Marriott made reference to a site in Ellon where residents were not able to change Greenbelt as the price for transfer was too high. This was/is not the case. The sum included an element to cover outstanding debts but the reason the matter did not progress was the lack of a transferee being willing to take ownership of land.

Comments relating to evidence of OFT

The OFT representative commented “…Greenbelt Consumer Choice not being taken up by groups of homeowners and this represents evidence that it is not hitting the spot”.

- As Greenbelt set out in its written submission and at the 1st session, based on our experience, the primary factor in homeowners not exercising opportunities to switch provider is an unwillingness for homeowners to take long term management responsibility (whether involving transfer of ownership or other management option), and not the mechanism / Greenbelt’s consumer choice option.
- Mr Pearson and the OFT discussed the fact that progress had not been made in the last few years. “… Marking time on this problem and I do not get the impression there has been any improvement in intervening years…”.
- No further definition or substantiation of the comments made regarding lack of progress was however given. If there is a real problem, or evident and tangible desire to switch, then in our view the Committee has not heard evidence with any clarity or detail of what or where that problem is, or who has that problem.
• As Greenbelt has mentioned previously – and as evidenced by our experience provided in Greenbelt’s written submission – there is a distinct lack of appetite in relation to this matter and the perceived “problems” are just not real.

Comments on other points

Ms McInnes referred to “significant problems” and dissatisfaction.

• We acknowledged back in 2008 that Greenbelt had got it wrong in terms of customer service and performance, but we have worked extremely hard and implemented many initiatives and procedures to address that. Whilst the comment “significant problems” could have been levied against Greenbelt’s service level at that time – some 5 years ago, such comments just cannot now be substantiated. There is very little evidence of such - we submitted detailed customer care data to the committee in advance of the 2nd session in support of this.
• Ms McInnes has raised with us concerns raised by residents on one development in her constituency. These were answered in full. Indeed, also within Ms McInnes’s area of interest, Aberdeenshire Council have recently accepted developer proposals for Greenbelt as the open space management provider on a number of new developments.

Greenbelt has a genuine concern that comments made regarding Greenbelt’s performance focuses on historic events/experience rather than considering recent progress and the current views of residents. Has the committee considered taking evidence from satisfied customers?

Mr Roderick Campbell again raised the question as to whether Greenbelt Energy Limited’s business should be included within the scope of the PF(S)A as a provider of services to residents. We repeat the point made in our submission:

• Greenbelt Energy Limited is not a Property Factor in terms of the Property Factors (Scotland) Act 2011. It does not provide services to residents and residents are not obliged to contribute to the maintenance of the land. Greenbelt Energy Limited is a landowner maintaining its own land. The Committee member who raised this at the outset of our oral evidence has previously been informed of this. Reference to Greenbelt Energy Limited is therefore irrelevant for the purposes of the present Inquiry.
• The attached letter recently received from Scottish Government addresses and brings this comment to a close.
Concluding comments

- We re-state our position that there is no appetite for change.

- Where is this mass dissatisfaction? HOHP, developers and also the Scottish Government have no evidence of mass complaint, so it would be helpful to understand where this mass dissatisfaction is and from whom. If “no progress has been made in the last few years” has the Committee considered this is simply because there is no appetite?

- Our position is that perhaps this type of arrangement is exactly what is required to support the property market in Scotland to ensure sustainable and secure management of the property stock into the future.

Greenbelt Group Limited
18 March 2013
From: 
Sent: 13 March 2013 16:00 
To: GEL enquiries 
Subject: FW: Your letter dated 21st January 2013 

Dear,

Thank you for your email of 29 January in response to my letter of 21 January regarding the operation of Greenbelt Energy Ltd (GEL) in relation to the requirements of the Property Factors (Scotland) Act 2011.

The Property Factors (Scotland) Act 2011 relates to property factors, as defined in section 2 of the Act. In particular, section 2(1)(c) includes “a person who, in the course of that person’s business, manages or maintains land which is available for use by the owners of any two or more adjoining or neighbouring residential properties (but only where the owners of those properties are required by the terms of the title deeds relating to the properties to pay for the cost of the management or maintenance of that land)”.

The Scottish Government’s understanding is that homeowners are not required by title deeds to pay Greenbelt Energy Limited for the management or maintenance of land. As a result, the Scottish Government considers that the 2011 Act does not apply and registration is not required.

I hope this helps to clarify matters.

Regards,

Housing Services and Regeneration Division
Scottish Government

From: 
Sent: 29 January 2013 17:38 
To: GEL enquiries 
Subject: RE: Your letter dated 21st January 2013 

Dear,

Thank you for your prompt reply to my letter of the 21st. I will consider the points you make below and respond as soon as possible.

Regards,

Housing Services and Regeneration Division
Scottish Government

From: GEL enquiries 
Sent: 29 January 2013 17:14 
To: 
Subject: Your letter dated 21st January 2013 

Dear,

Thank you for your letter to me dated 21st January. I thought it better to respond to you via email. I hope that this is acceptable.

Thank you also for advising me of the origins of your enquiries into GEL’s position regarding the Property Factors (Scotland) Act. I have myself attempted to explain
this to a few individuals on the developments mentioned, with little success, of which you will probably be aware.

As our sister companies ‘Greenbelt Group Ltd’, and ‘Greenhome Property Management’ have required to apply for registration as Property Factors under the PFSA legislation, I have been aware of the act and its contents for some time, and am grateful to have received some training in this respect. In addition, and as a result of the enquiries mentioned above, I have sought to gain some further clarity on this from our Legal Team. Following this, I relayed the below to the resident and MSP making the enquiry at Meadowside Rd Cupar;

“The Property Factors (Scotland) Act relates to factoring and land management services for which householders are charged an annual service charge, and as you may or may not be aware, our sister company, Greenbelt Group Ltd manage a large number of developments throughout the UK where this arrangement exists. As Greenbelt Energy Ltd does not charge residents for the management and maintenance of the amenity areas under their responsibility, the requirements of the above Act are not applicable”.

I had hoped that this statement made it clear that the act is not applicable to GEL, but following your letter I followed the link provided, and reviewed section 2(1)(c) as you advised. I have highlighted in red the text which I believe explains in more detail, what I attempted above;

2 Meaning of “property factor”.
(1) In this Act, “property factor” means—
(c) a person who, in the course of that person’s business, manages or maintains land which is available for use by the owners of any two or more adjoining or neighbouring residential properties (but only where the owners of those properties are required by the terms of the title deeds relating to the properties to pay for the cost of the management or maintenance of that land),

I believe that this statement in red clearly explains that inclusion in the definition of ‘property factor’, is dependent on that organisation managing land where the adjacent owners/users are bound by the terms of their title deeds to pay for the cost of management and maintenance of the land in question. As GEL do not involve in any such terms with the adjacent homeowners, and meet the cost of management and maintenance in its entirety, the terms of the legislation do not apply.
I would very much welcome your thoughts and comments regarding my interpretation of the act, and would also welcome any further questions you might require assistance with, regarding our responsibilities on site.
I hope to hear from you soon.
Best regards

Greenbelt Energy Ltd
02 April 2008
Dear
West Myreton Estate, Menstrie

I am writing to you to respond to a petition signed by some of the residents at West Myreton in order to make sure that everyone has accurate information about the matters that have been raised.

In addition I wanted to provide further clarification about our role and the estate management arrangements we have been appointed to fulfil at West Myreton.

West Myreton Petition

The petition that was forwarded to us refers to residents’ desire to terminate the management services under the Title Conditions (Scotland) Act 2003 (“the Act”) and suggests that given the number of signatories, Greenbelt is, in effect removed. We would strongly recommend that residents seek independent legal advice on the validity and implications of the basis of the petition, but would like to make the following observations which we hope you find helpful:

- The petition does not indicate which provisions of the Act are being founded upon, however Greenbelt’s position is that in terms of the Act it does not consider itself to be a “manager”, and that Greenbelt is under a direct obligation to carry out the management obligations, rather being appointed as a manager to do so.

- We are aware of representations being made to the local Council to consider adopting the open spaces. We have not been party to those discussions so cannot comment on that proposal but, as is standard, we assume there would be a significant payment required to the Council if they were to do so.

- There is no alternative management mechanism to maintain the areas and features contained within the title deeds to each house. The consequences of not having such an arrangement in place (which would apply to all homeowners equally), would need to be addressed to satisfy planning requirements.

- Residents should fully explore the consequences of not following the mechanism that has been put in place for West Myreton. The flood prevention and Sustainable Urban Drainage Schemes (SUDS) and play facilities in particular are installed and constructed for the protection and benefit of the whole development.

Estate management arrangements

As you are aware, the developer, Gladedale (Northern Division) Limited (formerly Bett Homes) appointed Greenbelt a number of years ago to manage and maintain all the amenity areas and features (including landscapes, young woodlands, play areas and flood schemes which have been designed and built on the development) on the basis of the “greenspace service”. The basic principles of our greenspace service are:

- All residents pay an annual fee for Greenbelt looking after these areas/features; Greenbelt for its part is obliged to manage and maintain the amenity areas for so
long as it is owner of the areas in question and the residential development exists (given funding for that management comes from the residents);

- All residents pay the same amount so the charge is equal and fair; the initial charge was agreed with us by the developer prior to the sale of any properties on the development;
- Greenbelt takes ownership of these areas so there is no common ownership by residents;
- The Open Ground Deed of Conditions for the development sets out the Greenspace service;

Greenbelt undertakes this commitment of ownership in perpetuity, which not only guarantees the long term security for the maintenance and upkeep of the open space areas, but also fulfils the requirements of the local Planning Authority.

The planning process prior to this development starting involved very detailed discussions between the developer, Clackmannanshire Council and the former Scottish Executive (now the Scottish Government) in relation to the provision and management treatment of the open spaces and the flood prevention schemes. This is borne out in the detailed planning conditions attached to the consent for the development.

The developer carefully considered which organisation or management model was best placed and had the necessary expertise to both carry out the implementation works and deliver the long term management of what is a complex and diverse set of landscape features and mechanisms as required by the planning authorities. Greenbelt and our Greenspace service were chosen on this basis.

**Greenbelt Service**

I would like to assure all homeowners that:

- Greenbelt is committed to ensuring that it not only fulfils its maintenance and management obligations for all the open spaces at West Myreton but also provides a good quality management service for all new homeowners.
- The development at West Myreton has been ongoing for several years now with Greenbelt taking on responsibility from Gladedale as the various phases complete. We are now working on the final phase. We have also ensured the quick establishment of the young woodlands and landscapes as well as continued management of the new flood schemes. This is not an easy task given ongoing construction works but it is one we understand and have the technical expertise to fulfil in a professional manner. We work closely with the developer to make the handover of each completed phase as seamless as possible, with new homeowners receiving the benefits of the establishing landscapes as they move into their new homes.
- These early stages also offer the opportunity for Greenbelt to develop the service for new homeowners at West Myreton. We also welcome developing relationships with homeowners to ensure an effective management service is provided which meets your evolving expectations in relation to the open spaces beyond those set out by the original planning consents.
• We have been in regular communication with residents both directly and at open meetings. The open meetings enable us to develop the communication by listening to feedback and to develop the greenspace service in a way that suits West Myreton.
• We have held discussions with Council officials in respect of operational issues on the estate to ensure the best possible service is provided.
• Greenbelt has introduced a Customer Care Charter and a Code of Conduct and these can be sourced from our website www.greenbeltgroup.co.uk where homeowners will also find further information about the company, our experience and our people.

In light of the above, we will continue our commitment to providing a high quality, sustainable service to homeowners at West Myreton under the terms of our agreement with the developer, including regular maintenance and continued communication with residents. We would be pleased to respond to any questions homeowners may have.

Both Gladedale and its solicitor have had sight of and approved this letter.

Yours sincerely

Alex Middleton
Managing Director
Dear

Greenbelt at Menstrie Mains, West Myreton

We refer to the bill sent to you on 17th August 2012.

Further to recent legislative changes we are pleased to confirm we have achieved the status of a Registered Scottish Property Factor under the new Property Factors (Scotland) Act 2011, which came into force in Scotland on 1st October 2012.

We have actively supported greater industry regulation, welcome the new law, and are committed to ensuring compliance with it. We strongly believe that the new law will be of considerable benefit to our customers, clarifying our role and cementing our relationship with our customers.

In terms of the new law we now enclose the Written Statement of Services relative to your development. This contains details of the services we provide in land management and grounds maintenance and our policies. We also enclose our Customer Care Charter and Debt Recovery Procedure together with a plan of the areas Greenbelt Group manage and maintain.

It is worth mentioning at this stage that the new law assumes a mutuality of obligation and services can only be delivered effectively where all home owners recognise their on-going responsibilities and commit to the arrangement. This of course includes necessary funding allied to timely payment of charges, which is crucial to the success of any management and maintenance regime.

We also wanted to take this opportunity to bring you up to date with the latest information regarding the following matters: -

Contractors Appointed to your Development

In order to provide a consistent and economic management and maintenance service Greenbelt has chosen not to carry out an annual competitive tendering exercise - indeed it is not compulsory for us to do so. We have appointed contractors who are both qualified and suitable to carry out works on your development on the following basis: -

1   We advertised UK wide in Horticulture Week to invite maintenance and specialist contractors to apply to be part of our preferred supplier list (allowing us to request quotes from only those selected from the list who meet the criteria for working with us e.g. experience, qualifications, size of portfolios worked on, H and S policy, specialisms, sufficient insurance, etc.) All applications were recorded and our PQQ (pre-qualifying questionnaire) was sent out to all applicants.
2   Once all applicants had returned the completed PQQ’s we then allocated these into geographic regions and in accordance with whether routine maintenance or specialist.
3   At the end of September yearly we carry out a review of all existing contractors’ performance (via the monthly inspections and scoring of performance by our Regional Operations Managers/ Customer Care/On site etc.) and their value for
money on site. All of our sites in Scotland are managed, for economies of scale and value for money, in portfolios which range in size. Yearly we review performance, price and geography of each portfolio.

4 At the end of September 2012 the current resident maintenance contractor’s performance and pricing meant that he retained Menstrie Mains on performance and price and given he met that criteria and has met our preferred supplier criteria we are delighted to inform you he also has entered into a 5 year Service Agreement with us effective from 1st November 2012. The Service Agreement will be reviewed annually for performance and the price provides only for an annual inflationary increase which is beneficial for Home Owners for consistency of service and costs.

5 So long as the resident maintenance contractor continues to perform and meet the criteria of the preferred supplier list and the terms of his Service Agreement with us then he will remain on site without any requirement for us to retender it to other contractors on the preferred supplier list.

6 There is also a specialist play area contractor appointed who is on our preferred supplier list.

7 Greenbelt has ensured that all contractors appointed by us have provided evidence of public liability insurance.

8 All documents in relation to this process have been retained, either in electronic or paper form and are commercially sensitive.

9 Greenbelt does not receive any commission, fee, payment or other benefit from any contractor appointed by us on behalf of Home Owners in respect of your development, nor do we have any financial or other interest with any contractors appointed by us in respect of your development.

Certificate of Public and Products Liability Insurance (enclosed and also available on our website)

Greenbelt does not arrange any type of insurance as part of our Arrangement with Home Owners.

Greenbelt does maintain comprehensive Public and Products Liability Insurance cover in respect of all land it owns/manages as part of our responsibility as the owner of land which we know is used by members of the public. This may be of particular benefit to individual Home Owners where, for example, there is a vulnerability to flooding as the records and inspection evidence which we maintain as part of our insurance obligations may assist individual Home Owners in submitting and pursuing private insurance claims in respect of their own property. We do refer to insurance as being one element which makes up the administration fee charged to each Home Owner. We enclose a copy of our Certificate of Public and Products Liability Insurance (which is also available to view on our website). Full details of the terms of the policy can be obtained from http://www.bluefingroup.co.uk/.

As insurance is maintained to cover risk of damage to land owned and managed by Greenbelt as opposed to being maintained on behalf of Home Owners in respect of their own or common property, the insurance cover is maintained as a global policy rather than site specific and so is not broken down per unit in each green space bill. Greenbelt is however able to calculate the share of Greenbelt’s public and employers liability insurance costs attributable to each Green space site by carrying out the following calculation by:
1. Establishing what the features are on the Land;
2. Calculating as a percentage the total number of each feature for which Greenbelt is responsible which relates to the Scottish green space sites;
3. Calculating a weighted percentage for each feature across all sites according to risk potential;
4. Applying the weighted percentage to the total insurance cost (premium);
5. Dividing that sum by the number of units on the particular development.

Where all features are present on a development the maximum amount of the insurance cost attributable to any site is less than 60p per annum per Home Owner for the current billing year. The relevant sum is included within the administration charge element of your annual bill.

Other Notes on Services:

Greenbelt does not collect floating funds, funds for specific projects or cyclical maintenance from Home Owners on your development. Accordingly we do not hold any account for such funds in the name of Home Owners nor is it compulsory for us to do so.

Our website, www.greenbeltgroup.co.uk contains more information, news items, and examples from other developments throughout the UK. If you would like to speak to us, or have any concerns about what we do, please contact our dedicated Customer Care team. Our Freephone line is 0800 028 1749, or leave a message on our 24 hour answering service, or email or contact us via our website. We look forward to continuing to working with you and the residents of West Myreton. If you have any queries or suggestions, we would be pleased to hear from you.

Yours faithfully

Greenbelt Group Ltd
1621 MENSTRIE MAINS DEVELOPMENT 27/11/2012

WITTEN STATEMENT OF SERVICES UNDER THE PROPERTY FACTORS (SCOTLAND) ACT 2011

IMPORTANT: PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS OF THE ARRANGEMENT BETWEEN HOME OWNERS AND GREENBELT. IT SETS OUT THE INFORMATION THAT SHOULD BE INCLUDED IN ALL WRITTEN STATEMENTS ISSUED FOR YOUR DEVELOPMENT ON OR AFTER 1ST OCTOBER 2012. IT IS NOT INTENDED TO AND DOES NOT FORM PART OF ANY CONTRACT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZEN’S ADVICE BUREAU).


IF YOU WOULD LIKE THIS STATEMENT IN AN EASY TO READ FORMAT PLEASE CONTACT US AT mail@greenbeltgroup.co.uk

A - AUTHORITY TO ACT - ESTATE MANAGEMENT ARRANGEMENT

The Developer appointed Greenbelt to manage and maintain all the Land on your Development on the basis of our “GreenSpace service”. The basic principles of the “GreenSpace service” are:

- All Home Owners pay an annual fee for Greenbelt looking after the Land; Greenbelt is obliged to manage and maintain the Land for so long as we are owner of the Land in question and the residential development exists (given funding for that management comes from the residents).
- All Home Owners pay the same amount so the charge is equal and fair; the initial charge was agreed between the Developer and Greenbelt prior to the sale of any properties on the Development.
- Greenbelt is appointed by virtue of the Real Burdens contained in the Deed of Conditions (which form part of the Title Deeds to each house on the Development).

DEVELOPMENT DETAILS

Development Name: Menstrie Mains

Location and Use of Land: Greenbelt manages and maintains the Land on your development shown on the enclosed plan, comprising Grass, Shrubs, Woodland, Suas, Play Areas, Fences, Paths.

B - SERVICES PROVIDED

Please refer to the enclosed List of Services which contains full details of the services provided to your Development.

C - FINANCIAL AND CHARGING ARRANGEMENT

No. of Properties Contributing: 308 properties on the Development contribute towards the management and maintenance costs of the Land.

Invoice Issued: Annually in advance, (by post unless otherwise stated) and will generally be issued 28 days prior to the Due Date. Please refer to the Invoice sent to you on 17th August 2012 for full details.

Method of Payment: Cheque or Postal Order, Debit or Credit Card, BACS (Personal Bank Transfer), Direct Debit (1, 10 or 10 instalments), on line payments via our website. We are happy to accept cash payments paid in person at our Head Office.

Late Payment Charges: On or after 28 days from the Invoice Date a Reminder Notice will be issued. This Notice gives a further 14 days to settle the Invoice. 14 days from issue of the Reminder Notice a Late Payment Notice will be issued which adds a fixed Late Payment Charge of £18.22 to your Invoice. Only 1 Late Payment Charge is added in each billing period.

Debt Recovery Procedure: See enclosed Debt Recovery Procedure for full details.

D - COMMUNICATIONS ARRANGEMENT

Complaints Procedure: See enclosed Customer Care Charter for full details; this can also be viewed on our website.

F - DECLARATION OF INTEREST

Greenbelt owns or will take ownership of the Land so there is no common ownership by Home Owners.

F - HOW TO END THE ARRANGEMENT

Where ownership has already transferred to Greenbelt, options are available where there is a consensus of Home Owners who would prefer to make their own arrangements for management and maintenance of the Land in place of Greenbelt.

Option 1

Home Owners can utilise the terms of the Title Conditions (Scotland) Act 2003. This allows Home Owners the facility to apply to vary or discharge what is known as a “community burden” through the Lands Tribunal. A community burden is a title obligation which in broad terms applies to all house owners on a housing development (including Greenbelt as owners of the Land).

Certain procedures have to be followed if members of a community wish to vary or discharge a community burden; and all members of the community have to be made aware of any such proposal. If there are objections to any proposed variation or discharge then the Lands Tribunal is the forum which makes the final decision as to whether the title condition can be varied or discharged or not.

Option 2

Home Owners can utilise Greenbelt’s voluntary Consumer Choice Policy which can be viewed on our website.
1521 MENSTRIE MAINS DEVELOPMENT 27/11/2012

WRITTEN STATEMENT OF SERVICES UNDER THE PROPERTY FACTORS (SCOTLAND) ACT 2011

LIST OF SERVICES

Response times for requests by residents for routine and emergency works will be at the discretion of Greenbelt and based on actual nature of request/urgency/seasonality and supplier time lines. Our Customer Care Charter (available) contains full details of how we work (Playground Surfacing).

ROUTINE MAINTENANCE (TO LAND MANAGED AND MAINTAINED BY GREENBELT)

Litter
Litter will be picked, collected and removed to an off site tipping or recycling facility as required.

Grass
Prior to all grass cutting operations, all litter and debris will be collected and removed. All growth at and around obstacles, fence lines, shrub beds etc., will be cut at the same time as the grass. Where grass suits a horizontal hard surface, the turf will be cut back to the back of the hard surface. In the event that the grass height falls outside the parameters of the specification, then the Contractor will collect and lift all arisings and remove same from the site. All arisings scattered on roads, paths etc., shall be removed before leaving site. Where bushes are planted in grass areas, they should not be cut down, until at least 3 weeks after cessation of flowering.

Grass - Amenity (Evenly Dispersed)
Amenity grass will be cut at a frequency to be regulated that at no time the height exceeds 65mm. Height to be maintained between 25-45mm. Cuttings to be evenly distributed, not left in clumps or removed from site.

Grass - Rough
Rough grassed areas are classes as areas that require cutting at a frequency between 3 and 7 cuts per year dependent on specification and location. Again at the time of cut, the finished height should not exceed 25mm.

Shrubs
Shrub beds will be maintained during each routine maintenance visit. Weeds will be controlled by chemical or mechanical means with all dead vegetation removed. Formative pruning will be carried out for each species at the appropriate time of the year. Perimeter growth will be pruned as and when required. All dead, diseased, dying or damaged plants will be removed at each visit. All grass edges to shrub beds will be re-formed once annually and edging will be removed off site.

Shrubs - With Mulch
Shrub Beds with mulch will be topped up to a depth of 20mm, to maintain a 50 - 75mm depth, as required.

Woodland - Young
Young Woodland or trees are generally classified between 1-5/10 years. For the first 5 seasons successful establishment is the main priority. Maintenance operations will consist of ring-pulling around the base of each young tree to prevent competition. Where there are stakes, rails or tree guards these will be inspected to ensure fit for purpose and not impeding tree growth. In the context of woodland management the term "weed tree" means the removal of pernicious weeds allowing natural vegetation on the woodland floor and the under storey vegetation to thrive. All pernicious weeds such as Rumex, Thlaspi, Rumex, Willowherb, Himalayan Balsam will be controlled. Young woodland 5 years and upwards will have any stakes and tree guards removed where necessary and any pernicious weeds controlled.

Play Areas
Play Areas and Equipment are maintained in line with current European Standards (as detailed in BS EN 1176 Play Ground Equipment and Play Areas for Children and BS EN 1177:2007 Play Ground Equipment and Play Areas for Infants). Greenbelt also works in close partnership with the University of Abertay Dundee’s Urban Water Technology Centre who provide specialist support services for our SUOS portfolio.

SUDS
Sustainable urban drainage systems (SUDS) (including fencing thereto where applicable) will be maintained in line with current industry best practice (as detailed in CS57 The SUDS Manual, CIRIA 2007). Greenbelt also works in close partnership with the University of Abertay Dundee’s Urban Water Technology Centre who provide specialist support knowledge for our SUOS portfolio. This best practice meets or exceeds the requirements of Deeds of Condition or Structure Specifications.

Fences
Fences will be checked as part of the routine supervisory inspections. The condition of the fence will be monitored and any repairs instructed and as when required.

Paths
Paths will be checked as part of the routine supervisory inspections. The condition of the path will be monitored and any repairs instructed and as when required.

Miscellaneous - Water Courses
Water Courses will be checked as part of the routine supervisory inspections. The condition of the water course will be monitored and any works required will be undertaken by a suitably qualified contractor. Inspection and specialised maintenance or instructed works will be undertaken as and when stated within the construction design specification and/or warranty or if deemed necessary by a Greenbelt supervisor. Greenbelt will adhere to any Environmental Protection requirements related to the watercourses at all times.

Miscellaneous - Culverts/Headwall
Culverts and Headwalls will be checked as part of the routine supervisory inspections. The condition of the culvert/headwall will be monitored and any repairs undertaken by a suitably qualified contractor, as and when required. Particular attention will be given to blockages and contaminate.

Miscellaneous - Signage
Signage will be checked as part of the routine supervisory inspections. The condition of the signage will be monitored and any repairs or replacement undertaken by a suitably qualified contractor, as and when required.
NON-Routine MAINTENANCE (TO LAND MANAGED AND MAINTAINED BY GREENBELT (CHARGEABLE))

The following is a list of services or works that do not fall within routine maintenance and that may incur additional fees and charges, including when and how they may arise and details of how these charges are notified. This list provides examples only and is not exhaustive. Residents will be notified in advance of additional charges (which will be calculated at cost) where additional charges total £10.00 or over per household.

Fly-Tip Removal

Fly-tipping will be identified during the routine supervisory inspections. Tipped material will be removed and costs may be recovered from residents if the perpetrators cannot be found.

Vandalism

Any form of vandalism will be identified during the routine supervisory inspections. Any works will be undertaken — the list is not exhaustive — but will include damage to grass, shrubs, woodland, specimen trees, fences, walls, Play Area equipment, Works of Art etc. and costs may be recovered from residents if the perpetrators cannot be found.

Third party damage

Any form of third party damage will be identified during the routine supervisory inspections. Any works required will be undertaken — the list is not exhaustive — but will include damage to grass, shrubs, woodland, specimen trees, fences, walls, Play Area equipment, Works of Art etc. and costs may be recovered from residents if the perpetrators cannot be found.

Dog Foul removal from land

Dog foul will be removed to a licensed site by a suitably qualified contractor and costs will be recovered from residents.

Dog Foul removal from bins

Dog foul from bins will be removed to a licensed site by a suitably qualified contractor and costs will be recovered from residents.

Pest control (moles, rats etc.)

Pest/Varmint control treatments will be undertaken by a suitably qualified contractor following specialist recommendations and costs will be recovered from residents.

Shrub Replacement

Shrub replacement works identified within the annual snagging inspection will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Young Woodland Works

Structural works to young woodland identified within the routine supervisory inspections (the list is not exhaustive — but will include thinning to promote young woodland development) will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Play Area Repairs

Play Area repairs/replacement works required due to wear and tear identified during the routine supervisory inspections will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Suds Repairs and non-routine Maintenance

SUDS structural repairs/replacement works required due to wear and tear identified during the routine supervisory inspections will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Path Repairs

Path repairs/replacement works required due to wear and tear identified during the routine supervisory inspections will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Paths Asphalt

Asphalt paths will be checked as part of the routine supervisory inspections. The condition of the path will be monitored and any repairs instructed as and when required.

Water Course Works

Water Course repair works required due to natural erosion/flood damage identified during the routine supervisory inspections will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Culvert/Headwall Works

Culvert/Headwall structural repairs/replacement required due to wear and tear identified during the routine supervisory inspections will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Fencing Works

Fencing works will be identified as part of the routine supervisory inspections. The condition of the fence will be monitored and any works instructed as and when required.

SITE SPECIFIC SPECIFICATION

Maintenance of feathered and standard trees - Any tree which requires support at the end of the third growing season shall have the stake reduced to a height of 750mm and will be re-secured.

Any tree which has failed to establish satisfactorily by the end of the fifth growing season shall be removed from site and replaced during the next planting season.

Footpath maintenance - surfaces will be swept to remove accumulations of leaves in autumn.

Play area maintenance - The play areas are currently managed and maintained to BS EN 1176 and 1177 guidelines. The Specification which forms part of the property titles states that play areas should receive routine inspections on a weekly basis by a qualified Inspector, with a permanent record maintained. There is currently no legislation or planning condition to enforce this regime and it would incur significant cost increases to the Home Owners. The current regime of monthly, quarterly and annual inspections, reports and actions is the recommended best practice and meets with the current European guidelines. Should Home Owners consider this to be inappropriate Home Owners may contact Greenbelt in writing.

Maintenance of Wetland Areas - The Specification which forms part of the property titles states that the SUDS shall be monitored on a fortnightly basis. There is currently no legislation or planning requirement to do so nor is it suggested as being best practice within the industry and it would incur significant cost increases to the Home Owners. The current regime of monthly, quarterly and annual inspections and record keeping is in line with current industry best practice. Should Home Owners consider this to be inappropriate Home Owners may contact Greenbelt in writing.