



Decision of the Homeowner Housing Committee issued under Section 19(1)(a) of the Property Factors (Scotland) Act 2011 and the Homeowner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012

Hohp ref: HOHP/PF/14/0002

Re: Flat 2/1, 267 Tollcross Road, Glasgow G31 4UW (the property)

The Parties:

Miss Ann Friel, 3/1, 3 Blochairn Place, Glasgow G21 2EB (the homeowner)

Tollcross Housing Association, 84 Braidfauld Road, Glasgow G32 8PJ (the factor)

Decision by a committee of the Homeowner Housing Panel in an application under section 17 of the Property Factors (Scotland) Act 2011('the Act')

Committee members: Sarah O'Neill (Chairperson), Richard Burnett (Surveyor member)

Decision of the committee

The factor has not failed to comply with its duties under section 14 of the Property Factors (Scotland) Act 2011 in respect of sections 2.4, 2.5, 6.3, 6.4 or 6.6 of the code of conduct for property factors ('the code'). The committee's decision is unanimous.

Background

1. By application dated 26 December 2013, the homeowner applied to the Homeowner Housing Panel ('the panel') to determine whether the factor had failed to comply with its duties under the Property Factors (Scotland) Act 2011. In her application form, which was signed by her husband and representative, Mr Fraser Rigley, the homeowner complained that the factor had failed to comply with sections 2.4 (communications and consultation), 6.3, 6.4 and 6.6 (carrying out repairs and maintenance) of the code.
2. The homeowner enclosed with her application form the following documents:
 - a copy of a notification letter to the factor dated 26 December 2013, signed by Mr Rigley, setting out the reasons why she believed the factor had failed to comply with the code. In addition to the sections of the code set out in her application form, this alleged that there had

been a failure to comply with section 1.1A. D (m) (written statement of services) of the code.

- A copy of the land certificate for the property, title number GLA12343.
 - Copy email from Mr Rigley to Frank Donohoe, the factor's Technical Director, dated 22 April 2013.
 - Copy email from Mr Donohoe to Mr Rigley dated 30 April 2013, together with attachments comprising: 1) report dated 24 December 2007 by Williams Macdonald and Hastings, Facilities and Project Managers, on tenders for roofing and associated works to 4 storey tenements in Tollcross, Glasgow and 2) specification of the said works.
 - Copy letter from the homeowner to Mr Donohoe dated 16 May 2013.
3. Further correspondence dated 21 February and 14 March 2014 was subsequently received from the homeowner's representative.
4. By letter dated 25 June 2014, the President of the panel sent a notice of referral to both parties, intimating her decision to refer the application to a panel committee for determination. Written representations were requested by 16 July 2014. Written representations were received from the factor on 16 July 2014. No written representations were received from the homeowner.
5. The committee issued a direction on 24 October 2014 to the parties, which:
- i. Gave the parties notice that the committee considered that the homeowner's application raised issues relevant to section 2.5 of the code (responding to enquiries and complaints within prompt timescales), and that the committee would consider this at the hearing. The parties were invited to make any further written representations on this issue within 14 days.
 - ii. Required the factor to provide to the committee within 14 days 1) a copy of its Written Statement of Services relating to the property and 2) a copy of any available written minutes of the close meeting which took place on 11 April 2013, which was referred to in the factor's written representations.
 - iii. Required the parties to provide to the committee the following documents referred to in the factor's written representations:
 - A copy of the letter from the homeowner to the property factor dated 1 May 2014.
 - A copy of the property factor's reply to the homeowner dated 15 May 2014.
 - A copy of the email from the homeowner's representative to the property factor dated 16 May 2014.
 - iv. Required the factor to provide to the committee within 14 days written representations setting out its position in relation to the alleged discrepancy between the sum being sought from the homeowner for roof repairs and the

relevant proportion of the original sum quoted by the successful bidder for the overall roofing contract in 2007, as set out in the letters from the homeowner's representative to the homeowner housing panel dated 21 February and 14 March 2014.

6. A response dated 3 November in compliance with the direction, and enclosing copies of all of the documentation requested, was received from the factor. No response was received from the homeowner.

The hearing

7. A hearing took place before the committee at the panel's offices at the Europa Building, 450 Argyle Street, Glasgow G2 8LH on 20 November 2014. The homeowner was not present, but was represented by Mr Rigley. He gave evidence and called no witnesses. The factor was represented by Frank Donohoe, Technical Director and Tom Hastings, Finance Director, who gave evidence on its behalf.

Preliminary issues

8. The chair of the committee confirmed that, as notified in its direction issued on 24 October, the committee intended to consider whether there had been a breach of section 2.5 of the code, rather than section 1.1A. D (m). The notification letter from the homeowner's representative to the factor dated 26 December 2013, which formed part of her application, included reference to the latter section. This requires the factor to set out its procedures and timescales for responding to enquiries and complaints in its written statement of services. It was clear from the terms of the letter, however, that the homeowner's concern was in fact that she considered the factor had failed to respond to her letter to Mr Donohoe of 16 May 2013. The committee concluded that this letter raised issues which in fact appear to relate to section 2.5. Both parties indicated at the hearing that they were content for the committee to consider this matter.

Findings in fact

9. The committee finds the following facts to be established:
 - The homeowner is the owner of Flat 2/1, 267 Tollcross Road, Glasgow G31 4UW.
 - The factor is the property factor responsible for management of the common areas of the tenement 267 and 269 Tollcross Road, Glasgow, of which the property forms part, in terms of the Deed of Conditions by Tollcross Housing Association recorded in the General Register of Sasines for the county of Glasgow on 8 November 2004.

- The factor's contractual duties in relation to the management of the common areas of the said tenement are set out in:
 - the Deed of Conditions referred to above
 - the factor's Written Statement of Services relating to the property, which was sent to the homeowner on 29 October 2013.
- The factor became a registered property factor on 1 November 2012. Its duty under section 14 (5) of the Act to comply with the code arose from that date.

Further written evidence before the committee

10. During the course of the hearing, a number of letters between the parties which had not previously been made available to the committee were referred to and produced by the parties. The committee considered that all of these were highly relevant to the issues before it and that there was therefore good reason for it to consider these in making its determination. All of this correspondence had been seen previously by both parties. The committee chair asked the parties whether they were happy for each of these documents to be taken into consideration by the committee. Both parties indicated that they were content with this. These documents were therefore considered by the committee in addition to those set out earlier in this decision. These documents were:

- Copy letter dated 4 April 2013 from Mr Donohoe to the homeowner
- Copy letter dated 25 April 2013 from the factor to the homeowner
- Copy letter dated 24 June 2013 from Mr Donohoe to Mr Rigley
- Copy letter dated 4 July 2013 from Mr Donohoe to the homeowner

The complaints made by the homeowner

11. The homeowner's complaints related to roof replacement works carried out at the property, which were instructed by the factor in 2013. The homeowner had received a letter dated 4 April 2013 from Mr Donohoe, advising that extensive works were required to the roof of the building and adjacent buildings. The letter advised that, as patch repairs were not a viable or cost effective solution, the existing tile and felt roof covering required to be replaced. The letter invited the homeowner to attend a close meeting on 11 April to discuss the extent of the works and payment arrangements. The homeowner attended the meeting and voted against the works being carried out. There was, however, a majority vote in favour of the work going ahead. Mr Rigley had sent an email to the factor's Chief Executive on 22 April 2013, expressing concerns about the cost of the works, and asking for various documents and information relating to the tendering process for the works,

including an independent surveyor's report and photographic evidence relating specifically to the property at 267 Tollcross Road.

12. Mr Donohoe replied on 30 April, explaining that in 2007 the factor had identified regular water ingress problems through roofs in Tollcross Road and nearby Maukinfauld Street, and had been advised there was potential for further water ingress in various locations. The factor had instructed a consultant, Williams MacDonald and Hastings (WMACH), to tender for replacement works for all the affected roofs in a 5 phase programme. The tender was approved in 2008-9, and Phases 1-3 had been completed by 2010-11. Phase 4 was then put on hold as no grant funding was available to owners. In 2012-13, Glasgow City Council had advised that funding was only available for works of over £5000. In 2013, the factor had decided to recommence the works programme, due to the ongoing deterioration of roofs, in order to prevent further damage caused by water ingress.
13. Mr Donohoe attached to his email a copy of the tender report from WMACH dated 24 December 2007, together with a copy of the specification of works for the programme. He advised that the cost per property at 267 Tollcross Road was £4875, inclusive of VAT and fees, including a contingency sum which may or may not be required, depending on what the contractors found when they opened up the roof. With regard to the photographic evidence requested, he advised that there was a difficulty sending emails containing multiple pictures, offered to send hard copies and invited Mr Rigley to come into the factor's office to see these.
14. The homeowner was not satisfied that this letter addressed her concerns, and wrote again to the factor's Chief Executive, stating that she had received 'virtually nothing' that she had asked for, and that she and her partner were not satisfied with the complete lack of information provided. She said she did not believe that the factor had justified the extraordinary cost of the repairs, that she did not agree to the cost of this work, and that the work should not commence. Mr Donohoe replied on 15 May 2013, stating that the factor did not accept that there was a complete lack of information provided to the homeowner, and that it had supplied a comprehensive level of background information and a summary of the works, costs and payment options. He stated that the factor considered the re-roofing works to be a necessity, given the instances of water ingress into several top floor flats.
15. The homeowner made the complaints set out below in her application.
16. **Complaint 1** – the factor has failed to comply with its duties under section 2.4 of the code, which states:

You must have a procedure to consult with the group of homeowners and seek their written approval before providing work or services which will incur charges or fees in addition to those relating to the core service, Exceptions to this are where you can show that you have agreed a level of delegated authority with the group of homeowners to incur costs up to an agreed threshold or to act without seeking further approval in certain situations (such as in emergencies).

17. Mr Rigley told the committee at the hearing that the homeowner did not consider that the factor had consulted homeowners adequately before going ahead with the roof repairs to the tenement block within which the property is situated. He said that neither he nor the homeowner had known anything about the programme of works which had started in 2008, prior to receiving the letter of 4 April, as the property had not been included in the Phase 1-3 works. He said he/the homeowner had never disputed that they would have to pay something towards the repairs, but they felt that they should have been told about the repairs much earlier.
18. He complained that they were only informed of the costs involved after the work had been agreed and scheduled to start. They were unhappy that the work had proceeded without their agreement. He acknowledged that the homeowner had attended the close meeting on 11 April, at which approximate costs had been provided. When asked by the committee whether the homeowner was in fact in disagreement with the way in which the consultation procedure had been carried out, rather than whether such a procedure was in place, he conceded that this was the case.
19. **Complaint 2-** as set out above (preliminary issues), the committee considered that the homeowner's complaint raised issues relating to an alleged failure to comply with section 2.5 of the code, which states:

You must respond to enquiries and complaints received by letter or email within prompt timescales. Overall your aim should be to deal with enquiries and complaints as quickly and as fully as possible, and to keep homeowners informed if you require additional time to respond. Your response times should be confirmed in the written statement (Section 1 refers)

20. The homeowner complained that the factor had never responded to her letter of 16 May 2013, which asked the factor to provide the following (as also requested in Mr Rigley's email of 22 April 2013):
 - A copy of an independent surveyor's report specific to 267 Tollcross Road detailing why the repairs were necessary
 - Information about how the tender was advertised
 - A copy of the tender document, including the scope of the works

- An up to date copy of the Deed of Conditions
21. Mr Rigley told the committee that the homeowner was unhappy about the factor's refusal to send information and photographs specific to 267 Tollcross Road. The specification of works he had been sent contained differing costs for each building, and he wanted to see an independent surveyor's report specific to the property, to provide justification for the extraordinary cost of the repairs.
22. **Complaint 3** - the factor has failed to comply with its duties under sections 6.3, 6.4 and 6.6 of the code (carrying out repairs and maintenance), which state:
- 6.3 *On request, you must be able to show how and why you appointed contractors, including cases where you decided not to carry out a competitive tendering exercise of use in-house staff.*
- 6.4 *If the core service agreed with homeowners includes periodic property inspections and/or a planned programme of cyclical maintenance, then you must prepare a programme of works.*
- 6.6 *If applicable, documentation relating to any tendering process (excluding any commercial sensitive information) should be available for inspection by homeowners on request, free of charge. If paper or electronic copies are requested, you may make a reasonable charge for providing these, subject to notifying the homeowner of this charge in advance.*
23. Mr Rigley told the committee that he/the homeowner had asked the factor repeatedly for evidence about *how and why* it had appointed the successful contractor, EBS, to carry out the roofing works, but that it had only provided information about the companies which had tendered. He said the factor had given him no information about how the contractors which tendered had been selected, or how the work had been advertised. He expressed his concerns about the professionalism and credentials of WMACH.
24. He also questioned the cost of the repairs. In the homeowner's letter to the factor dated 16 May 2013 and Mr Rigley's letters to the panel dated 21 February and 14 March 2014, it was alleged that there was a discrepancy between the sum being sought from the homeowner for roof repairs and the relevant proportion of the original sum quoted by the successful bidder for the overall contract in 2007. He said that when the overall value of the original contract was divided by 65 (the number of closes affected by the programme), this came to £21,200 per close. However, the amount which

was now being asked for- £4875 - equated to nearly double this sum- £39000 on the basis of 8 flats per close. He suggested that the factor could have re-tendered the works in 2013, rather than continuing with the original programme of works.

25. He also raised the issue of masonry repairs which had been carried out in 2013, at an additional cost of £2221 to the homeowner. The homeowner had first been notified about this in July 2013. These repairs were carried out by the same contractor which carried out the roofing works. Mr Rigley pointed out that if this cost was added to that of the roof repairs, this totalled more than £5000, which may have meant the homeowner was eligible for a repairs grant from Glasgow City Council. He expressed concerns that because the works had been put on hold in 2010-11, the cost of the repairs had risen.
26. Mr Rigley was asked by the committee why he thought sections 6.3, 6.4 and 6.6 of the code applied here, given that the factor's duties under the code arose from the date of its registration on 1 November 2012, and the tendering exercise had been carried out in 2007. He replied that in his view the code did apply, because the factor had contacted the homeowner about the works in 2013. He acknowledged that the factor had offered him the opportunity to come in to its offices and discuss the matter further, and he had declined to do so. He said that he had been away a lot with a new job around that time, and therefore preferred to deal with the issue by email. The homeowner was pregnant and unwell at the time and was therefore unable to attend a meeting. He said that in any case he had been unwilling to meet the factor without first obtaining the background information he was seeking.

The representations made by the factor

27. Mr Donohoe explained to the committee that the factor believed it had no choice but to carry out the 2013 roofing repairs, due to the water ingress problems which had been experienced in some of the tenements included in the original 2008 programme of works. As there had been some water ingress in the row of tenements which included number 267 Tollcross Road, and as virtually all of the roofs had had patch repairs carried out, it made sense to replace all of the roofs. Some roofs had been opened up, and dry and wet rot had been found in other closes in the row. Photos of these had been shown to the homeowner at the 11 April close meeting.
28. **Complaint 1** – Mr Donohoe said that the factor had followed the procedure for consulting homeowners set out in the Deed of Conditions. It had called a close meeting, which was quorate. The homeowner had attended the meeting and voted against the work proceeding. As the owner of six of the eight flats in the close, the factor had voted in favour of the works, which

meant that there was a 6-1 majority vote in favour of the work proceeding. The homeowner and Mr Rigley were unhappy about this, and said they would try to stop the work going ahead.

29. **Complaint 2** –Mr Donohoe stated that it was always the factor’s intention to respond within the timescales set out in its written statement of services. He said that he had responded as timeously to Mr Rigley as possible, but that some of his correspondence had come at a very busy time of year. In his written response to the committee’s direction, he acknowledged that several replies to the homeowner/Mr Rigley had missed the factor’s 5 day target timescale, as set out in its written statement of services. In two cases, the response had been late by one working day. The factor’s letter of 15 May 2013 in response to the homeowner’s letter of 1 May had been 5 working days late. This was because the letter of 1 May was treated as a (second stage) complaint, and the factor’s complaints procedure allowed 20 days to respond to this. In his written response, Mr Donohoe noted that the anomaly between the 5 day response target and the 20 day response timescale had been recognised and was being dealt with by the factor’s Corporate Director.
30. As to the allegation that the factor had failed to respond to the homeowner’s letter of 16 May, Mr Donohoe’s considered that he had given a full and detailed response to the homeowner’s complaint in his letter of 15 May, and had also offered to meet with him. When Mr Rigley had subsequently written to him on 14 June complaining about a lack of response to his letter of 16 May, he had responded by letter dated 24 June.
31. **Complaint 3** - Mr Donohoe disputed Mr Rigley’s contention that he had not been sent the information he had requested. He said that he had sent him a copy of the tender report, together with a copy of the specification of works, when requested. He said he had questioned the value of sending out the successful tender document itself without further explanation, given the possibility that this, including the costings for the work, could be misinterpreted in isolation. He said it was difficult to send photographs as requested, without further explanation. He had therefore invited Mr Rigley to come in and meet with him and a WMACH representative to explain the documentation to him, but he had declined this offer. He also confirmed that no individual independent survey report existed in relation to the property.
32. Mr Donohoe stated that WMACH was a reputable contractor, which the factor had a history of working with, and which was used by other housing associations. The tender documents had been sent to an approved list of reputable contractors. The tenders received were assessed at a housing management sub-committee meeting on 23 January 2008, the minutes of which were before the committee. All tenders received were opened by two

members of the sub-committee, as noted in the WMACH tender report. The tenders had been assessed by staff and the consultant, and logged in the factor's tender book.

33. With regard to the cost of the works, Mr Donohoe said he had given overall costings at the close meeting on 11 April 2013. The overall figures included contingencies, and it was not safe simply to take the overall sum and divide this by the number of closes. The costings provided by the factor in its written response of 3 November 2014 to the committee's direction showed that the initial costings in 2008 had worked out at around £3625 per flat. On the basis of 4.5% annual increase provision, this was forecast in December 2012 to have risen to £3937. The eventual cost of the work was slightly lower than this, at £3888 per flat.
34. Mr Hastings advised that all of the owners affected by all phases of the works had been notified about this at the start of the work, and some had started payment plans at that time. He also pointed out that there had been scaffolding up for some time at tenements across the road from the property, when work in the earlier phases had been carried out.
35. Mr Donohoe said that the need for the masonry works had only become apparent after the roofing work was already underway, when a chunk of stone had fallen from a building. The factor had a duty of care to its tenants to ensure the buildings were safe. The factor had written to owners on 4 July inviting them to a meeting to discuss the issue, but no owners attended, and there was a majority vote in favour of the works. Consideration was given to re-tendering the masonry repairs, but given the double scaffolding costs this would entail, the same contractor was engaged to do the work, to save costs.
36. Mr Donohoe noted that the factor, which owned many of the flats affected, had spent a lot of money on the works, but was convinced that it was absolutely necessary. He said the factor had tried its best to keep costs to a minimum. There was no point in re-tendering the roof works, as suggested by Mr Rigley, given all the work that had been done on this in 2008. The factor had no control over grants, which were a matter for Glasgow City Council. The factor had asked the Council if it was possible to make a retrospective application to include the masonry works, and was told it was not. The owner had been offered the opportunity to pay for the repairs in instalments of £150 per month over a 32.5 month period, but had declined this.

Statement of reasons for decision

37. It was not clear to the committee exactly what the homeowner's complaints were about. It seemed that her primary concern was the cost of the repairs, and the fact that she felt she had been given insufficient advance notice that these were to be carried out. The committee accepts that it must have been difficult financially for the homeowner to be faced with this unexpected cost at relatively short notice. The committee accepted the factor's evidence that it had written to all affected homeowners when the programme of works started in 2008, and notes that the homeowner has owned the property since 2003. Unfortunately for the homeowner, she is in a minority of homeowners within the tenement. The committee notes that she should have been made aware at the time she bought the property that the factor, as a registered social landlord, owns the majority of flats in the block and therefore has a majority say in whether repairs are carried out.
38. The homeowner also appears to have been upset that she was not entitled to a grant from the local authority to pay towards the works. The committee accepted the factor's evidence that it had tried to persuade Glasgow City Council to consider the sums due for the roof repairs and the masonry repairs together, in order to qualify for a grant. The committee also notes that the eventual cost of the repairs was only slightly higher than that estimated in 2008.
39. While the committee accepts that the circumstances may have caused some difficulty for the homeowner and Mr Rigley, it determined that there was insufficient evidence before it to support a finding that the factor had breached any of the sections of the code alleged by the homeowner.
40. **Complaint 1-** It is clear from the evidence before the committee that the factor has a written procedure for consulting with homeowners about repairs. As stated at page 6 of its written statement of services, the rules about this are set out in the Deed of Conditions for the property. This states at Clause 5 that for major works with an estimated cost of more than £2000, the factor shall convene a meeting of the proprietors, and can only instruct such works if authorised to do so by a simple majority of votes cast at the meeting. Clause 9 provides that the factor must give proprietors at least 7 days' notice of the meeting; that two of the proprietors present or represented shall be a quorum; and that a simple majority of votes is sufficient to order any works of maintenance or repairs to be done. It is clear from the evidence before the committee that, while the homeowner may have been unhappy about the result, the factor followed this procedure by calling the close meeting, and there was a majority vote in favour of instructing the repairs.

41. **Complaint 2** - it appears that the reason for the homeowner's complaint is that she considers that the factor failed to respond to her letter of 16 May. The committee accepts the factor's argument that this letter did not require a response. It is clear from the terms of the factor's response of 15 May to the homeowner that the factor considered that it had dealt with her complaint. The letter of 15 May provides details of the homeowner housing panel, and its terms clearly suggest that the factor considers that its complaint procedure has been exhausted. The homeowner's letter of 16 May is a response to this letter, and most of its terms appear to be statements rather than queries to be answered. The only part of the letter which might be considered to be seeking a response is the homeowner's re-stated request that the factor provide information about the tendering exercise etc. The factor had, however, already stated that it had provided all of the information required to explain the history of, and need for the repair works.
42. While the committee was not asked to consider any complaints about the factor's complaints process, it observes that the factor could perhaps have stated more clearly in its letter of 15 May that the homeowner's complaint had reached the end of its complaint handling process. It was also not entirely clear from earlier correspondence that the complaints process had been invoked. The committee welcomes the factor's intention to review the anomaly between its response target for responding to communications and its complaints handling timescales. It also notes that the complaint handling timescales are not set out as clearly as they might be in the written statement of services, which simply states that complaints will be resolved within 5 working days and that it has 'a clear process for any complaints that will take any longer to resolve.'
43. In its written representations, the factor acknowledged that there had been some slight delays in dealing with other correspondence. In two cases, the response was one day outside the target timescale set out in the factor's written statement of services. The committee does not consider this to be a breach of section 2.5, which states that property factors should aim to deal with enquiries as quickly and as fully as possible. While this section also states that the property factor's response times should be confirmed in its written statement, it does not impose an absolute requirement to comply rigidly with the response time which it aims to achieve. With regard to the response which was 5 working days late, the committee accepts the factor's argument that this is due to the letter being treated as a complaint, and notes that the factor intends to address this issue.
44. **Complaint 3** - the committee does not accept Mr Rigley's argument that paragraphs 6.3, 6.4 and 6.6 of the code apply here because the homeowner asked for the tender documentation in 2013. The factor's duties under the

code arose from 1 November 2012, when it became a registered property factor. The committee considers that it cannot have been the intention that the code should apply retrospectively i.e. that property factors should be expected to produce documentation relating to work tendered for prior to that date. While there is a reasonable expectation that property factors should be able to produce such information in relation to works tendered for after the date of their registration, it does not seem reasonable to require them to produce such information relating to a period before there was such a requirement on them under the code.

45. In any case, with regard to sections 6.3 and 6.6, the factor did endeavour to produce the information requested, insofar as this existed. In sending her a copy of the WMACH report and specification of works, it provided the homeowner with information about the appointment of the contractor. It also invited her /Mr Rigley to come in to its offices for a meeting to discuss the matter further, but this offer was declined. The factor made the documentation relating to the 2007 tendering process which it held available to the homeowner. With regard to section 6.4, it is unclear what the homeowner's argument was, and the committee determined that there was no evidence that the factor had failed to comply with this provision.
46. The committee therefore concludes that the factor has not failed to comply with the sections of the code which the homeowner alleges has been breached. It does not therefore uphold the homeowner's application.

Right of appeal

The parties' attention is drawn to the terms of section 22 of the Act regarding their right to appeal, and the time limit for doing so. It provides:

- (1) An appeal on a point of law only may be made by summary application to the sheriff against a decision of the president of the homeowner housing panel or homeowner housing committee.
- (2) An appeal under subsection (1) must be made within the period of 21 days beginning with the day on which the decision appealed against is made.

More information regarding appeals can be found in the information guide produced by the homeowner housing panel. This can be found on the panel's website at:

<http://hohp.scotland.gov.uk/prhp/2649.325.346.html>

Sarah O'Neill

Chairperson Signature .

Date.....10/12/17.....