



NOTICE OF INTENTION TO ENTER INTO A QUALIFYING LONG TERM AGREEMENT

(Section 20 of the Landlord and Tenant Act 1985 (as amended) and Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003)

Dear Leaseholder(s)

Leasehold Property: «ADDRESS» «PC1»

Qualifying Long Term Agreement relating to the housing capital works programme delivered under the London Construction Programme

I am writing to inform you that the Council, as your landlord, proposes to enter into a long term agreement, details of which are given below. The Council is required to consult all leaseholders and Recognised Tenants' Associations who may be affected, in accordance with Section 20 of the Landlord and Tenant Act 1985 (as amended) ("the Act") and Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the Regulations"). The Regulations require the Council to serve you with a notice of intention to enter into agreements described by the Act as "qualifying long term agreements", which are agreements entered into by or on behalf of a landlord for a term of more than 12 months. This definition would cover the agreement that the Council proposes to enter into and in due course the Council will have to serve further notices. This letter is the notice of intention. Under the Regulations this notice must contain the following information.

I. Description of the agreement.

Together with other London Boroughs and Housing Associations the Council proposes to enter into a Framework Agreement ("the Agreement") with up to eight major construction contractors, any one of whom may then be instructed to undertake the following types of works and associated services to the Council's residential properties, borough-wide: repair and upgrading of the structure and external fabric of individual buildings and communal areas. The works will also include mechanical and electrical works where these are associated with the works), the replacement of roofs and windows and the cyclical redecoration of the outsides of buildings and communal areas. They will also include works to estate areas, such as landscaping, replacement of paths, provision of fencing

and so on. As you will appreciate, this description cannot be, and is not intended to be, comprehensive.

Other works will be undertaken internally to the flats of rent-paying tenants, but leaseholders will not be liable for any of these costs except where they are concerned with matters for which a liability arises, as detailed in the terms of your lease.

- 2. Duration of the agreement.** The Agreement is planned to run from November 2014 for a period of approximately four years.
- 3. Value of the agreement.** The total cost of provision of all works and services throughout the Borough is envisaged to be in the range of up to £30 million.
- 4. Landlord's reasons why the Agreement is necessary.** The Council considers it necessary to enter into the Agreement to provide adequate work capacity to deliver Major Works within the Borough and to ensure there is adequate work capacity to meet the Council's maintenance obligations. The use of a framework agreement on the terms presently envisaged will enable the Council to enter into contracts with each of the successful contractors to carry out the works and if necessary further mini competitions from the Frameworks Agreement will take place. The Council considers that it will deliver value for money, by economies of scale, benefiting the Council and lessees, alike.
- 5. Landlord's reasons for undertaking the works.** The Council considers it necessary to carry out the proposed works to individual buildings and estates because the Council has an obligation to maintain the structure, external fabric, and common parts of your buildings. Under the terms of the Agreement, the Council proposes to undertake building works relating to the planned preventative maintenance, and the Council's Major Works Programme that may result in charges to leaseholders in excess of £250 **in the event of this Framework Agreement being used.**
- 6. Observations.** You are invited to make any written observations you may wish to make regarding the proposals contained in this notice (which include the works and services proposed to be the subject of the Agreement). If you wish to do this, you must deliver them to this office in writing to be received within the relevant period which is a period of 30 days beginning with the date of this notice. All observations must be received by **28 December 2013** which is the date on which the relevant period of 30 days ends. Observations should be sent to me at the following address: Home Ownership Team, Level 8, Alexandra House, 10 Station Road, London N22 7TR.

7. Nominations. You are not invited to propose the name of a person from whom the Council should try to obtain an estimate for the proposed works to be carried out under the Agreement. The reason why you are not being invited to nominate a contractor is that this is an agreement for which “public notice” is required, being a notice published in the Official Journal of the European Union, under the Public Contracts Regulations 2006. As such, the Regulations do not allow the landlord to seek nominations from leaseholders.

8. Further consultation - Notification of Landlord’s Proposal and subsequent works. Upon receipt of the tenders/estimates, we will send you a further notice of the Council’s detailed proposal in accordance with Schedule 2 of the Regulations which will inform you of the proposed contractors and provide you with a further opportunity to be consulted about the proposed Agreement.

If the Council does enter into the Agreement (which will be a decision made after considering all of the various observations that may be made to it, among other matters), there will be further statutory consultation. When works are proposed to the building or estate in which your home is situated, a further notice will be served on you. That Notice, which is required by Schedule 3 of the Regulations, will contain a general description of the works proposed to be carried out to your building/estate by the chosen framework contractor, the Council’s reasons for considering it necessary to carry those works out, and information about your service charge contributions to them. You would have an opportunity to make observations on the proposed works and the cost information.

9. Cost of the services. This will be determined in accordance with the terms of your lease. As a leaseholder you will only be liable for a proportionate part of costs incurred in relation to your building or estate under the agreement.