



11 September 2009

**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:

**Qualifying Long Term Agreement relating to the housing capital works
programme, including meeting the decent homes standard**

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 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 the agreement 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.

1. Description of the agreement. The Council is planning to enter into what the Act calls a "qualifying long term agreement". This is an agreement which lasts for more than 12 months and concerns services to be carried in relation to the building or estate in which you are a leaseholder. This agreement will relate to the area in which your property is located. The agreement will be for the provision of consultancy services to undertake planning supervision, cost management and act as the "Client Representative" (project management) in relation to the capital works programme. It is probable that one consultant will be appointed for the works.

The types of services, for which you will be liable to pay a proportion of the cost by way of service charge, will relate to planning supervision, cost management and project management including:

- (i) Preparation and agreement of the cost of the works
- (ii) Provision of a design service including drawings
- (iii) Provision of surveys including environmental eg gardens, paths etc
- (iv) Verification of the programme of works annually within each contract area

- (v) Running of an OJEU (Official Journal of the European Union) process to appoint Constructors
- (vi) Risk Management
- (vii) Contract Administration
- (viii) Preparation of Pre-Tender Health and Safety Plans
- (ix) Sign-off of the Construction Phase Plan
- (x) Monitor the progress of the works on site
- (xi) Ensure that the Constructors undertake the works in accordance with the Contract requirements
- (xii) Undertaking monthly valuations and issuing certificates for payment
- (xiii) Accept handover and issue Project Completion Certificate
- (xiv) Agree Final Account
- (xv) Management of the performance of the Constructor with regards to customer satisfaction

The Council is proposing to appoint one consultant capable of providing the full range of services required.

2. **Duration of the agreement.** The agreement is planned to run from September 2009 for a period of approximately three years.
3. **Value of the agreement.** The total cost of provision of all services throughout the Borough is envisaged to be in the range of £1.2 million.
4. **Reasons why the agreement is necessary.** This agreement is necessary to effect the Council's capital works programme. It is necessary to outsource the services because there is insufficient capacity, resource and expertise within the Council to deliver the services relating to this programme of work.
5. **Observations.** You are invited to make any written observations you may wish to make regarding the proposals contained in this notice. 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 **10 October 2009** 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, 13 – 27 Station Road, London, N22 6UW.
6. **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. The reason why you are not being invited to nominate a contractor is that this is an agreement for which public notice is required and where that is the case the Regulations do not require the landlord to seek nominations from leaseholders.
7. **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 the Regulations which will inform you of the proposed consultant and provide you with a further opportunity to be consulted about the proposed agreement.

- 8. Cost of the services.** 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.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Nesan Thevanesan', is written over a horizontal line. A vertical red line is positioned to the right of the signature.

Nesan Thevanesan
Home Ownership Team Manager