



Homes for Haringey

Home Ownership Team

3rd Floor
13-27 Station Road
London
N22 6UW
t: 0800 195 3404
f: 020 8489 1998
minicom: 020 8862 1906
www.homesforharingey.org

21 December 2007

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

Leasehold Property Service Charge:

Leasehold address: xxxxxxxxxxxxxxxx, xxxxxxxxxxxxxxxxxxxxxxxx, xxxxxxxxxxxxxxxx

Qualifying Long Term Agreement relating to building insurance for leaseholders of flats sold by the Council under the Right to Buy.

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.

- I. 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 out 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 a building insurance policy covering all leasehold properties sold by the Council under the Right to Buy.

Building insurance

- 2. Duration of the agreement.** The agreement is planned to run for three years with an option to extend for a further two years.
- 3. Value of the agreement.** The total cost of the Insurance Contract is envisaged to be in the range £770,000 per annum.
- 4. Reasons why the agreement is necessary.** It is a condition of the leases for all properties sold under the Right to Buy that the Council as landlord is responsible for insuring the building in which the property is situated. The insurance premium is then recharged to leaseholders as part of the service charge payable under the terms of the lease.
- 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 send them to this office in writing to be received within the consultation period. All observations must therefore be received by the 25 January 2008. Observations should be sent to me at the following address: Home Ownership Team, 13 – 27 Station Road, Wood Green, London, N22 6UW.
- 6. Reason why the Council is not inviting nominations from leaseholders.** In the case of the proposed agreement the EU requires the Council as a public authority to advertise the agreement by way of a public notice in the Official Journal of the European Union because of the estimated cost of the provision of all services. Where it is necessary to issue such a public notice (as in this case), the right of leaseholders to nominate a contractor or obtain estimates does not apply.

The public notice must give details and invite tenders from suitable contractors in respect of the proposed agreement. In view of this requirement, the Regulations state that it is not possible for leaseholders themselves to propose a contractor to tender for the contract, as would otherwise be the case. The Regulations also state that leaseholders must be informed of this fact.

- 7. Further consultation - Notification of Landlord's Proposal and subsequent works.** Subsequent to the 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 contractor and provide you with a further opportunity to be consulted about the proposed agreement.

Yours sincerely



Nesan Thevanesan
Home Ownership Manager