



12 August 2010

**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: 79B UPPER TOLLINGTON PARK N4 4DD
Qualifying Long Term Agreement relating to the collection of waste and
recycling, street cleansing and other environmental services**

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 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 the following services:

- (i) Collection of waste
- (ii) Recycling
- (iii) Street cleansing
- (iv) Other environmental services

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

2. Duration of the agreement. The agreement is planned to run from April 2011 for a period of fourteen years with an option to extend for a further seven.

- 3. Value of the agreement.** The total cost of provision of all services throughout the Borough is envisaged to be in the range of £210 million to £280 million.
- 4. Reasons why the agreement is necessary.** The Council is the waste collection authority for its administrative area and is under an obligation to provide a continued waste collection service throughout the Borough of Haringey. The existing agreement for the provision of integrated waste management services throughout the Borough of Haringey expires on 16 April 2011 and it is therefore necessary to procure and enter into an agreement for the continued provision of these services at the expiry of the existing agreement. The new agreement will relate in part to the building or estate in which you are a leaseholder.
- 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 September 2010** 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.** 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.
- 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 faithfully,



Nesan Thevanesan
Home Ownership Team Manager