

NOTICE TO IPSWICH BOROUGH COUNCIL'S IMMEDIATE LEASEHOLDERS



Grafton House
15 - 17 Russell Road
Ipswich
SUFFOLK
IP21 2DE

www.ipswich.gov.uk

To: CURRENT HOMEOWNER

[insert address of the relevant property]

**NOTICE OF INTENTION
TO ENTER INTO A QUALIFYING LONG TERM AGREEMENT UNDER SCHEDULE 2,
REGULATION 5(2) OF THE SERVICE CHARGES (CONSULTATION REQUIREMENTS)
(ENGLAND) REGULATIONS 2003 (SI 2003/1987)**

This Notice is served by Ipswich Borough Council (“IBC”). IBC intends to enter into a qualifying long term agreement (“the Agreement”), in respect of which it is required to consult its leaseholders and any relevant sub-tenants in accordance with sections 20 and 20ZA of the Landlord and Tenant Act 1985 (as amended) and the Service Charge (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987). A relevant sub-tenant is one who is required under their tenancy agreement to pay a variable service charge in relation to their landlord’s own service charge liability in relation to costs ultimately incurred by IBC.

A qualifying long term agreement is an agreement entered into by or on behalf of a landlord or a superior landlord for a term of more than 12 months in respect of goods, services or works (referred to below as “the relevant matters”) in respect of which IBC is required to consult leaseholders and any relevant sub-tenants.

Subject to this consultation, the agreement which IBC intends to enter into will be for the delivery of IBC's major works programmes, described below, with a contract duration of 7 years, subject to break options at 2, 4 and 6 years. It is anticipated that the total value of works commissioned through this contract over the full term will be approximately £19m.

If you are in the process of selling the Property, you should give a copy of this Notice to the prospective buyer.

If you have sub-let the Property to a tenant who is required to pay a variable service charge in relation to those service charge costs which you yourself are required to pay in relation to variable costs ultimately incurred by IBC, you should send a copy of this Notice to that tenant.

Please note that if you are not the legal owner of the Property, you should forward this Notice to the owner as soon as possible unless that owner has in fact supplied you with this copy.

Description of the relevant matters

The relevant matters are the inspection, maintenance, repair, redecoration, renewal, modernisation and improvement of IBC's residential housing stock and communal areas, both internally and externally, and its estates, together with all associated preliminary and ancillary works and management and surveying services but excluding emergency and response maintenance. The works will also include mechanical and electrical works where these are associated with the main works, the replacement of roofs, windows and glazing 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, replacement of signage, steps, screens, balustrades, provision of fencing and such works.

In relation to residential properties and associated buildings, blocks and estates, the programmes of major works will address, where required and applicable, the repair/resurfacing of access ways, roads, car parking spaces (including relining), garages, sheds, drying areas, bin stores, waste hoppers/chutes, footpaths and pavements; the repair and renewal of ramps, gullies, ditches, drainage, fences, posts, gates, railings and boundary and other walls and copings; repairs and decorations to communal facilities both internally and externally including flooring; repairs and renewals prior to external painting; external decoration; the repair and renewal of door entry phones (including push button panel and systems, fire doors/alarms and other related structures to comply with current legislation, the repair and renewal of electrical installations,

meter cupboards, windows and doors and associated furniture (including certification), waste pipes, sinks and vent pipes and manholes, water pipes, rainwater goods, gas pipes and TV reception systems and all such communal cisterns tanks pipes wires cables ducts and conduits, the repair renewal recovering and insulation of roofs including works to soffits bargeboards eaves and all other roof elements including canopies and repairs and renewals to chimneys, walls including re-pointing re-rendering timber and other cladding and brickwork and concrete repairs, floors, stairs and lifts, drainage and other structural repairs including balconies and balcony surfaces, asbestos removal and the supervision of all such work, and all ancillary and preliminary works, including scaffolding, and services.

Where applicable, works of improvement may be carried out which may also address the installation of sound insulation materials, cavity wall or thermal insulation, replacement of existing doors with new fire doors and other measures to ensure current standards of fire resistance are met, and the installation of door entry systems including the supervision of such work, and all ancillary and preliminary works, including scaffolding, and services.

Other works will be undertaken internally to the flats of IBC's own 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 their leases.

Reasons for entering into the Agreement

IBC considers that it is necessary to enter into the Agreement as it requires the capacity of a third party contractor to deliver major works in a way that offers best value for money and gives certainty as regards the completion of the works within a fixed period and to a prescribed standard. The Agreement will enable IBC and the contractor to work together to improve quality and contain costs year on year during its term thereby benefitting IBC and lessees alike.

Through its procurement process, IBC will also be able to test the value of the works. IBC will consult with you further about its proposals in a subsequent consultation.

Reason for carrying out the works

IBC has various responsibilities and obligations for maintaining the structure, external fabric and common parts of its buildings and the areas surrounding them.

IBC's obligations for repair, maintenance and improvement (if applicable) are set out in the terms of your lease, or (if you are a relevant sub-tenant) that of your immediate landlord, or of another superior landlord. IBC intends to keep the main structure of its buildings together with the common parts and relevant services in good and substantial repair and condition through its planned preventative maintenance and major capital works programmes, and whenever necessary to rebuild reinstate renew and replace all worn and damaged parts.

In the event that relevant works are to be carried out under any Agreement that may be entered into (which require further statutory consultation with leaseholders) you will be consulted again before those works are carried out.

Reason for not inviting you to nominate a contractor

The reason IBC is not inviting you to nominate persons from whom it should try to obtain an estimate for the relevant matters is that public notice of the relevant matters is to be given.

Notice will be published by the EU Publications Office pursuant to the Public Contracts Regulations 2015 (SI 2015/102).

Right to make observations

IBC invites you to make observations in relation to the proposed Agreement in writing within the relevant period as specified below. IBC will not have regard to oral observations, including those made by telephone.

Making observations

Such written observations may be sent to:

- Housing BSU
- Ipswich Borough Council, Grafton House, 15-17 Russell Road, Ipswich, IP1 2DE

Relevant period

Observations must be delivered to the above address within the relevant period which ends on Monday 3 October. Additional days have been added to the statutory 30 days to take in to consideration postal delays.

Yours sincerely

Signed:

Date: