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Introduction

What are major works or improvements?
Major works or improvements are large renewal, repair and maintenance jobs that we do to your building that we can plan for in advance. This may include work to external brickwork, the roof, communal windows and internal decorations.

Consulting you about major works
Legally we are required to consult you about planned major works if the cost of qualifying work to any leaseholder is more than £250 or £100 if it is a long term agreement. Qualifying work is repairs, maintenance, renewal or improvement works to your building.

Bringing our properties up to standard
For all leasehold properties, we need to keep the structure, exterior and any communal areas in good repair. To reach this standard, we have extensive programmes of maintenance and refurbishment works for all properties.

Paying your contribution towards major works
Under the terms of your lease, you must pay your share of the cost of major works, in full, within 28 days of the work or receiving your major works bill. Because major works costs are usually high, most leaseholders would be unable to pay within 28 days so we have arranged various payment options to help you manage your major-works bill, and to help leaseholders who are struggling financially.

Our Service promise
- We will give at least 10 days written notice prior to the start of any project
- We will calculate leaseholders estimated charges based on best value
- We will give at least 4 days written notice for access to individual properties
- We will provide updates to residents where the programme of works lasts longer than 3 months
- We will inform leaseholders of any changes to the programme or additional works required (where the additional amount exceeds £250.00 per leaseholder)
- Where we do not carry out statutory consultation, we will provide details of the work required, and their estimated cost, and outline why it is not possible to postpone the work to permit a full statutory consultation process to take place. Generally this is likely to be for Health and Safety reasons where carrying out statutory consultation will significantly increase the risk of injury or damage
- We will provide opportunities for residents to meet with the contractor’s staff
- We will invite residents to identify any defects prior to the contractor leaving site so that any issues can be resolved quickly and will carry out a satisfaction survey of residents prior to the project being completed
- We will send the final account to leaseholders as soon as possible after practical completion and definitely within the statutory timescale

The Survey
An initial survey is carried out to establish what work is required. Our survey team will visit and inspect your home throughout whenever work to individual properties is required. The better the access you and your neighbours allow, the more accurate their survey will be. The surveyor will only be able to inspect the outside of your home from ground level and make a visual assessment of areas out of reach (brickwork, guttering, the roof etc.) If our surveyor cannot access internal areas such as windows or the loft space, they will make an educated guess as to the work required, based on their knowledge of similar buildings in the area. If you think you have damp in your home or your roof leaks for example, please show the surveyor. A separate damp survey may be required.

MAJOR WORKS AND LONG TERM CONTRACTS FOR GOODS, SERVICES AND WORKS
Major works include such things as window renewal, controlled entry, new roofs, painting etc. These works will be where any one leaseholder will be recharged over £250.00. Before any major work starts, all residents are consulted and given details of the work. Leaseholders are invited to nominate a contractor of their choice. Leaseholders also receive details of the likely costs involved.

The procedure will be much the same for works that are of a high amount and are required to be advertised in the Official Journal of the European Communities. The only real difference will be that leaseholders will not be invited to nominate a contractor.

Long term contracts are contracts that the Council enters into for longer than 12 months and where any leaseholder’s contribution will be over £100.00 in any one year. The contracts can cover items like grounds maintenance, reactive repairs and servicing of equipment etc. Before the new contact is entered into all residents are consulted and asked for comments and in some cases leaseholders are invited to nominate a contractor of their choice to carry out the works. Any likely charges are also pointed out. These types of charge are usually included in the annual bill.
THE CONSULTATION PROCESS – MAJOR WORKS

Step 1
Notice of Intention
The Notice of Intention is sent before estimates are asked for, residents are invited to make comments and leaseholders are invited to nominate a contractor.

Step 2
Residents meeting
If requested the Council will hold a meeting with residents to discuss their comments. Such meetings will take place where more than 25% of residents have asked for a meeting to take place.

Step 3
Consideration of comments
The Council will consider any comments made by leaseholders and write to leaseholders with their decision regarding the comments they have received and works planned.

Step 4
Invitation to contractors
The Council invites contractors to provide a quotation or tender for the cost of the works to be undertaken.

Step 5
Notice of Estimate
The Council writes to leaseholders with the details of at least two estimates and the leaseholders estimated contributions.

Step 6
Start on site
If work is to go ahead the successful contractor starts works.
Residents are advised to report any issues or concerns to the contractor’s staff or resident liaison officer.

Step 7
Completion of works
A satisfaction questionnaire is usually given to residents to complete before the contractor leaves site.
The contractor returns to complete any unfinished items.

Step 8
Final Accounts
The council informs leaseholders of their actual contribution.

STATUTORY CONSULTATION

Notice of Intention
The Notice of intention is part of the statutory consultation that the Council has to carry out with leaseholders when it wants to carry out major works or improvements. The Notice will include the following:
• describe the works in general terms
• state why the works are necessary
• The Notice will invite comments regarding the works in writing within 30 days of the notice being issued. Leaseholders will be given a date by which the comments must be received
• The Notice will state an address to which all comments must be sent. Individual leaseholders will be invited to nominate a contractor of their choice within 30 days of the date of the Notice.
Resident will be asked if they would like to attend a meeting to discuss the works. Where a large number of residents request a meeting, we will arrange, for a meeting to discuss the works with residents and consider any comments made at the meeting and any written comments received within 30 days of the Notice. We will respond to any written comments received and keep a summary of those comments and responses.

We will carry out a design consultation where replacement windows are to be installed in blocks of flats. This could also be relevant to other design options such as environmental works.
Surveyors will invite tenders or quotations as appropriate (include one nomination from leaseholders if received and approved). All contractors must comply with the Council’s procurement rules. Where within the 30 days a nomination is made by a single resident we will try to obtain an estimate from the nominated person.

If more than one nomination for a company to tender for the work is made by more than one leaseholder we will try to obtain an estimate from the company who received the most nominations. If there is no such company but two or more companies received the same number of nominations in excess of any other company, then an estimate will be obtained from one of those.

Leaseholders will be advised of the result of our consideration of any nominated contractors and the reason for our decision.

Notice of Estimate
A Notice of Estimate will be served when we have received all of the tenders or quotations. The notice will include:-
• a copy of the opening schedule
• tender summaries for each contractor and block costs
• an unpriced specification
• details of at least two estimates
• a summary of the written comments from leaseholders regarding the works and the Council’s response
• specify a place and at which the estimates can be inspected
Leaseholders will be invited to make written comments by a specified date on the estimates within 30 days and will be asked if they wish to attend a pre-contract meeting.
We will respond to any written comments received within 30 days regarding the estimates.
CODE OF CONDUCT

Our Contractors operate under a Code of Conduct which lays down the rules of common courtesy, respect and professionalism that all our staff must follow.

RESIDENT LIAISON

The Asset Management Team employs a Resident Liaison Officer (RLO) to assist the contractor and tenants and leaseholders through the major works process. The RLO will get involved with difficulties in getting access to a property to carry out the works, any complaints about the contractor or any resident concerns.

When we write to you to inform you that we are starting works on your block, we will provide you with the name and contact details of the Resident Liaison Officer. If you have any questions, concerns or complaints then please contact the Resident Liaison Officer.

Sometimes for bigger schemes contractors are asked to provide their own Resident Liaison Officer to act as a primary contact for resident queries.

SCAFFOLDING

You should receive about one month’s notice of scaffolding being erected on your property and a reminder is posted out a few days before. Sometimes it is necessary to gain access through your home to erect the scaffolding to the back of the property. If so, we will treat your home with the utmost respect, protecting our path through and clearing up when we are finished. Erecting the scaffolding safely can disturb some areas of your front and back gardens, for which we apologise.

We recommend you advise your household insurers about the scaffolding. Please keep children and pets away from the scaffolding at all times and ensure they cannot get onto it via windows or doors. Remember to close all the windows and doors when you go out. We will remove the access ladder from the ground to the first scaffold lift (level) to make the scaffolding safe every night. This will be done at the front only. If side scaffolding is required, we will also lift the ladders from any public area to the first lift. Erecting the scaffolding safely can disturb some areas of your front and back gardens, for which we apologise. The scaffolding hire is on a set price to erect and dismantle, not on a weekly charge. However, if access to the rear to erect or remove the scaffolding is delayed or prevented there may be an extra charge.

SATELLITE DISHES

Satellite dishes will need to be disconnected and removed whilst any works are undertaken. The Council and its contractors are not liable for any damage to satellite dishes caused by or during the works.

WHAT TO DO IF THINGS GO WRONG

If you have any sort of problem about the works, speak to your site manager or Resident Liaison Officer who will support you. If your problem still remains unresolved talk to the Customer Services Team on 020 85182400, or write to them at housing.enquiries@redbridge.gov.uk.

EMERGENCY INFORMATION

During normal working hours any problems should be reported to the Resident Liaison Officers and Site Managers, whose contact details you will be given.

Outside normal working hours, if you have an emergency relating to the works, please call 0800 393994. When you call the ‘out of hours’ emergency line, the officer will take details of the repair. If it is an emergency, the team will arrange for a contractor to visit your home to carry out the repair immediately. If it isn’t an emergency, please call the next working day.

In the event of a suspected gas escape, you should contact:

NATIONAL GRID on their EMERGENCY FREEPHONE NUMBER immediately on 0800 111 999.

FINISHING THE WORK FINAL BILL DEFECT LIABILITY PERIOD

We will check all work once it is completed and make a snagging list of any minor finishing items that need to be done. Please help by raising any queries about the work with your Resident Liaison Officer or Contractor representative in good time - we want you to be happy with the quality of the work. When works are completed and we have verified our contractors’ accounts, the Actual Total Expenditure is then submitted for your final account to be issued as a Statement of Final Account with details of your individual final recharge payable. All billing enquiries should be referred to the Home Ownership Team who can also discuss payment plans.

The one year defect liability period starts immediately once the work is completed. During this time, defects should be reported to Morrison who will contact the contractor or undertake the remedial work.

With most work the Council or contractor will ask residents to sign a certificate of satisfaction. Only sign the form if you are satisfied. If you are not, please put your comments in writing immediately and we will investigate them.

STATEMENT OF FINAL ACCOUNT

On completion of works and payment of the contractor a statement of final accounts will be issued. The Home Ownership Team will calculate your estimated apportioned share of the costs for the works. Costs are generally apportioned using lease fractions based on the number of rooms in your home. Please also refer to the terms of your lease.
WHO HAS TO PAY FOR MAJOR WORKS?

Where major works are undertaken, leaseholders will be charged in accordance with the terms of their lease. Over the years, the standard form of lease has been changed to incorporate changes in the law and therefore there may be differences between what leaseholders are charged based on their lease terms. In addition, estimates given for Right to Buy applicants for future major works and improvements dictate what the Council can charge. These estimates can only be estimates because they are based on costs at the time each individual sales offer is made and are therefore subject to change each year.

If you purchase under the Right to Buy during the first five years of your lease, your liability to pay for repairs and renewals is limited to the amounts listed in the Council’s letter of offer and in the Eleventh Schedules of your lease. Similarly, your liability to pay improvement contributions is limited to the items specified in the Council’s letter of offer and in the Eleventh Schedule of your lease. By law, the Council may add further sums to allow for inflation. This is based on a set formula. We will write and tell you of any charges for the project and whether the inflation provision will be applied in your particular case.

All leaseholders are required to pay a management fee for major works. A management fee will be applied wherever consultation takes place and the work goes ahead. This fee will cover the costs associated with providing the consultation service and the professional fees for the technical staff will also be added. These fees will be subject to review from time to time and can be found on the Council’s website www.redbridge.gov.uk.

Once a lease is signed it cannot be changed later other than by an Order of the Court or a Tribunal or agreement between the parties.

Under your lease the Council has a right to recover contributions from you when it:

- a) Undertakes work, which has been identified in your lease.
- Or
- b) Undertakes work not included in a lease 5 years after the lease was signed or if you purchased on the open market.
- Or
- c) Undertakes work, which does not require prior consultation with residents – for example, work of an emergency nature. For example works that are required urgently because they are a threat to a person’s health or safety.

All leaseholders are advised of their obligations at the time of purchasing their property. These are contained in their lease. It is very important that you understand the provisions contained in your lease BEFORE you sign it. If you have any concerns speak to your Solicitor.

When you receive your Statement of Final Account, how to pay your major repair charges will be shown on the reverse of your invoice. Information is available on the council’s website www.redbridge.gov.uk under the leaseholder section.

METHODS OF PAYMENT

Leaseholders can be offered various options when faced with bills for major works. The options are a 12 month interest free payment facility or a loan which is offered at the current mortgage rate. It is possible to combine the two options if a leaseholder wants to pay a proportion of the bill over 12 months interest free and pay the balance over a longer period using the loan facility.

Leaseholders are automatically entitled to a statutory loan; however this does not cover the first £1,500 of a leaseholder’s contribution. The Council offers a discretionary loan on smaller amounts below £1,500.

Some examples of the repayment options are shown below:

- **Interest free over 12 months**
  - The interest free facility is offered for both repair and improvement works.
  - £360.00 interest free over 12 months = £30.00 per month
  - £2,200 interest free over 12 months = £183.33 per month

- **By a secured loan**
  - Secured loans can only be given for repairs and improvements.
  - Statutory loan – if the bill was for £2,200 a leaseholder may choose the following options:
    - £700.00 by a statutory loan
    - £1,500 12 months interest free
  - Or
  - £700.00 by a statutory loan
  - £1,500 by the Council’s discretionary loan

- **Note:**
  - For discretionary loans, the Council charges a £100.00 arrangement fee.
  - For information or assistance please contact the Home Ownership Team on home.ownership@redbridge.gov.uk or 020 85182400

USEFUL CONTACTS AND FURTHER INFORMATION

Contact Details – Home Ownership Team
London Borough of Redbridge
Home Ownership Team
152 Broadmead Road
Woodford Green, Essex IG8 0AG
Telephone: 020 85182400
Email: home.ownership@redbridge.gov.uk

LEASEHOLDER REPRESENTATIVES

To find out about your local leaseholder representatives, leaseholder groups, or to get involved, please contact the Home Ownership Team at the details.

We hope this guide has been helpful. If you have any suggestions on how to improve it for future editions, we would be pleased to receive them. Please write to us at the above address.
Contact details

London Borough of Redbridge
Home Ownership Team
152 Broadmead Road
Wood Green,
Essex IG8 0AG
Telephone: 020 85182400
Email: home.ownership@redbridge.gov.uk