



«Address»

2 September 2024

Mariner House
Galleon Boulevard
Crossways
Dartford
Kent
DA2 6QE

www.moat.co.uk

«Salutation»

Property reference:

Improving your repairs and maintenance service

We are making changes to our repairs service to better meet your needs. Despite our ongoing efforts to improve, we understand that the service has not met your expectations for speed and reliability. We've listened to feedback and worked with our current provider, Morgan Sindall, to vary our contract with them to a short-term agreement until June 2025. This adjustment provides us the time needed to review other options for the future of our repairs service.

Our plan is to have one main supplier to manage day to day routine repairs, along with additional suppliers for specialist repairs. Your feedback has played a crucial role in shaping this plan, and we appreciate your input. We're now writing to let you know that we are beginning the 'tendering' process to select the suppliers to deliver the new service from July 2025.

For more details on how we're improving your repairs service and to stay updated on our progress, please visit moat.co.uk and search 'improving your repairs experience'. We'll also provide updates in future editions of Customer Catch-up newsletter.

What is tendering?

Tendering is a formal process which we use to select the best suppliers to provide services for our customers. For all contracts where the service provided is recharged through a service charge, we use a tender process to ensure you get the best value and service. We evaluate tenders based on both cost and quality, following the rules set out in the Public Contracts Regulations 2015 legislation.

Why are we telling you about this?

We have a responsibility to consult with you about any services, repairs, maintenance, or improvements covered by your service charge. This is something that we are legally obliged to do under Section 20 of the Landlord and Tenant Act 1985 and is done by sending you a formal notification called a Section 20 Notice.

What is a Section 20 Notice?

A Section 20 Notice is a legal document advising you that we intend to enter into a long-term agreement (a contract) with a supplier or multiple suppliers.

Enclosed with this letter is the Section 20 Notice of Intention which tells you what we are proposing to do and why. In order to meet the requirements of the law, the Notice is written in formal legal language, but we have enclosed some frequently asked questions that should help explain everything.

Have your say

You are legally entitled to have your say on the proposed services. These are known as 'observations' and you have 30 calendar days from the date of the Notice to make them. You don't have to make an observation if you don't want to.

By law, these observations must be made to us in writing, either by email or letter. If you have any observations, please email section20@moat.co.uk marking your email 'Repairs and maintenance services' or send them to Moat, Mariner House, Galleon Boulevard, Crossways, Dartford, Kent DA2 6QE.

What will happen next?

Once the consultation period for the Section 20 Notice of Intention is complete, we will consider and document all observations. We will then write to you letting you know the outcome of the tender exercise.

Contacting us

If you would like to contact us about this consultation process, please email us at section20@moat.co.uk marking your email 'Repairs and maintenance services' or call us on 0300 323 0422.

Yours sincerely



Steve Nunn
Acting Chief Executive

Enclosed with this letter:

- Notice of Intention to enter into a qualifying long-term agreement where public notice is required under Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003.
- Notes.
- Frequently asked questions.

Notice of Intention to enter into a qualifying long-term agreement where public notice is required under Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003

Repairs and maintenance services

Customer:

Property address:

1. It is the intention of Moat Homes Ltd to enter into long-term agreements in respect of which we are required to consult customers. The proposed contract terms are ten years with an option to extend for a further five years for the contract delivering day to day routine repairs. Additionally, Moat shall be seeking to enter into long-term agreements with multiple specialist repairs suppliers in respect of which we are required to consult with customers. The proposed term for these contracts is for a period of up to six years. *(see Note 1 below)*.
2. The services to be provided under the agreements are as follows:

Repairs and maintenance services

Responsive repairs to internal communal areas and external areas of Moat homes.

Planned works programmes

- Renewal of windows
- Renewal of front/rear/communal doors
- Renewal of fascias and soffits
- Cyclical decoration to internal communal areas and external areas of Moat homes.

Additional services to be included under this long-term agreement

- Asbestos removal works
- Asbestos surveys
- Cesspits tankering and pump maintenance
- Commercial gas boilers servicing and maintenance
- Communal laundry servicing and responsive repairs
- Door entry, CCTV and intruder alarm equipment servicing, maintenance, and responsive repairs
- Domestic lifts servicing, maintenance and responsive repairs
- Drainage works
- Electrical gates and barriers, servicing, maintenance and responsive repairs
- Electrical testing services
- Fencing Works
- Fire safety equipment servicing, maintenance and responsive repairs
- Fire safety remedial works
- Flooring works
- General building works services
- Ground works
- Mechanical ventilation systems, servicing, maintenance and responsive repairs
- Passenger lift servicing, maintenance and responsive repairs
- Playground maintenance and repairs

- Pest control
- Roofing works
- Scaffolding
- Renewable technology equipment, maintenance and responsive repairs
- Warden call, Telecare Alarm servicing, maintenance and responsive repair services.

A copy of the requirements of the services to be provided under this agreement may be viewed. Please email section20@moat.co.uk marking your email 'Repairs and Maintenance Services' and a copy of the summary regulations will be emailed to you (see *Note 2 below*).

3. We consider it necessary to enter into the agreement because we have agreed to end our contract with our current supplier, and we need to retender. To give us flexibility in the future to increase the range of services that could be provided under this new contract we have listed all potential services within this Notice.
4. We invite you to make written observations in relation to the proposed agreement by emailing us at section20@moat.co.uk marking your email 'Repairs and maintenance services' or sending them to Moat, Mariner House, Galleon Boulevard, Crossways, Dartford, Kent DA2 6QE.
5. Observations must be received within the consultation period of 30 days from the date of this notice. The date of this notice is **2 September 2024**. For the avoidance of doubt the consultation period will end on **7 October 2024**. Observations must therefore be received no later than 5pm on this date. Any observations received after this date will not be considered (see *Note 3 below*).
6. Other matters - The tender for these services will be advertised publicly on Finder a Tender Service and Contracts Finder. This means that we will not be inviting you to nominate a service provider (see *Note 4 below*).

Yours sincerely



Steve Nunn
Acting Chief Executive

Date: **2 September 2024**

Notes

1. Section 20 of the Landlord and Tenant Act 1985 (as amended) ('the 1985 Act') provides that a landlord (as defined by Section 30 of the 1985 Act) must consult residents who are required under the terms of their leases to contribute (by payment of service charges) to costs incurred under a qualifying long-term agreement, where the contribution of any one resident exceeds £100 in any accounting period. 'Qualifying long-term agreement' is defined by Section 20ZA of the 1985 Act.
2. Where a notice specifies a place and hours for inspection:
 - a) the place and hours so specified must be reasonable; and
 - b) a description of the relevant matters must be available for inspection, free of charge, at that place and during those hours.

If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any tenant, on request and free of charge, a copy of the description.

3. The landlord has a duty to have regard to written observations made within the consultation period by any tenant or recognised tenants' association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act.
4. There is no right of nomination of alternative contractors where public notice is required.

Section 20 Notice - Frequently asked questions

What is a Section 20 Notice?

A Section 20 Notice is a formal document that we are legally obliged to send to you under Section 20 of the Landlord and Tenancy Act 1985, advising you that we intend to carry out work or provide a service that customers will have to contribute towards.

Why was a Section 20 Notice sent to me?

You've been sent a Section 20 Notice because we have a responsibility to consult with you about any changes that are to be made to services, repairs, maintenance, or improvements that are covered by your service charge.

What is the Section 20 consultation process?

The Section 20 consultation process is a consultation process designed to give leaseholders the opportunity to have their say on proposed services. This relates to certain services that we use your service charge to pay that aren't part of the usual day-to-day running costs of your building.

Depending on the circumstances of the work or contract, you will be sent the following:

- Notice of Intention: This is the first Notice which will notify you of our intention to enter in a contract to undertake works or provide a service. It gives you a brief description of the works or service we are consulting with you about, the reasons why and asks for your observations in writing.
- Notice of Proposal: This is the second notice we may send to you to provide details on the outcome of the tender process. This will include estimates of costs or contract values, the name of the successful contractor and information on what the contractor scored in the tender process and will also ask for your observations in writing.

Can I see a breakdown of the services included in this contract?

Yes, we can send you a copy if you request it. Please send your request via email to section20@moat.co.uk, marking your email 'Repairs and maintenance services', along with your name and address.

How will the services be tendered?

For all contracts that are rechargeable via a service charge we go through a tender process to ensure we demonstrate value for money and best practice. The tender is carried out and evaluated based on an assessment of both cost and quality of works. This is in accordance with the Public Contracts Regulations 2015 legislation.

The tendering process will involve different stages and we shall be able to shortlist suppliers to enable us to identify and accept the best possible offer to deliver the services.

We will be actively engaging with our customers throughout the tender process. Please email section20@moat.co.uk should you wish to be contacted about your involvement in the tendering process or are interested in taking part in this process.

How long will tendering take?

The tender process will take between four and six months. Consultation with customers will take 30 days from the date of this Notice. After the tender has been completed, a second Notice and consultation period will start which will also be for 30 days.

How will I be charged for these services?

As this Section 20 Notice relates to long-term agreements (a contract more than 12 months), you will be charged via your service charges. We will provide you with a breakdown of the costs later in the consultation. The amended service charge will be apportioned (divided up) between all qualifying properties, whether they are occupied or not.

Can I make suggestions to the proposed services?

Yes, you can make suggestions to the proposed services. These are known as 'observations'. You have 30 days from the date of the Notice to make your observations in writing. We will reply to you within 21 days.

The law says you can only make observations in writing. If you have any observations please send them to section20@moat.co.uk or via letter to Moat, Mariner House, Galleon Boulevard, Crossways, Dartford, Kent DA2 6QE.

All observations are recorded, and we will consider each observation individually. We will provide a response summarising all the comments received in one letter.

I do not receive some of the services included within the Notice. Will I now receive these services under the new contract?

No, this does not mean that you will be receiving all of the services under the new agreement. Within the requirements of the contract, a day-to-day repairs service will be provided however there is options and flexibility for additional services to be added under the repairs and maintenance contract in the future. As we have identified the services that could become part of the contract in the future, we have included these within the Notice.

I currently pay for these services via my service charge, will this change?

No, you will continue to pay for these services via your service charge or rent if it is Moat's responsibility as your landlord to provide these.