

NON-CONFIDENTIAL



Borough of Tamworth

Marmion House,
Lichfield Street, Tamworth,
Staffordshire B79 7BZ.

Enquiries: 01827 709 709
Facsimile: 01827 709 271

CORPORATE SCRUTINY COMMITTEE

5 August 2024

Dear Councillor

A Meeting of the Corporate Scrutiny Committee will be held in **Town Hall, Market Street, Tamworth on Tuesday, 13th August, 2024 at 6.00 pm**. Members of the Committee are requested to attend.

Yours faithfully

A handwritten signature in black ink, appearing to read 'S. C. V.' with a stylized flourish at the end.

Chief Executive

A G E N D A

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- 1 Apologies for Absence**
- 2 Minutes of the Previous Meeting (Pages 5 - 10)**
- 3 Declarations of Interest**

To receive any declarations of Members' interests (personal and/or personal and prejudicial) in any matters which are to be considered at this meeting.

When Members are declaring a personal interest or personal and prejudicial interest in respect of which they have dispensation, they should specify the nature of such interest. Members should leave the room if they have a personal and prejudicial interest in respect of which they do not have a dispensation.

- 4 Chair's Update**
- 5 Responses to Reports of the Corporate Scrutiny Committee**
- 6 Consideration of Matters referred to the Corporate Scrutiny Committee from Cabinet / Council**
- 7 Quarter One 2024-25 Performance Report (To Follow)**
(Report of the Leader of the Council)
- 8 Vision and Corporate Plan Update (Pages 11 - 42)**
(Report of the Leader of the Council)
- 9 Update on Strategic Leasehold Review (Pages 43 - 160)**
(Report of the Portfolio Holder for Housing, Homelessness and Planning)
- 10 Working Group Updates**
To provide an update on any working groups
- 11 Forward Plan**
(Discussion item – link to the Forward Plan attached)

[Browse plans - Cabinet, 2024 :: Tamworth Borough Council](#)
- 12 Corporate Scrutiny Committee Work Plan**
(Discussion Item – to review the Committees work plan)
- 13 Exclusion of the Press and Public**

To consider excluding the Press and Public from the meeting by passing the following resolution:-

“That in accordance with the provisions of the Local Authorities (Executive Arrangements) (Meeting and Access to Information) (England) Regulations 2012, and Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting during the consideration of the following business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A to the Act and the public interest in withholding the information outweighs the public interest in disclosing the information to the public”

14 Update on commercial lease negotiations (To Follow)

(Report of the Portfolio Holder for Infrastructure, Heritage and Local Economy)

15 Update on commercial lease (To Follow)

(Report of the Portfolio Holder for Infrastructure, Heritage and Local Economy)

Access arrangements

If you have any particular access requirements when attending the meeting, please contact Democratic Services on 01827 709267 or e-mail democratic-services@tamworth.gov.uk. We can then endeavour to ensure that any particular requirements you may have are catered for.

Filming of Meetings

The public part of this meeting may be filmed and broadcast. Please refer to the Council's Protocol on Filming, Videoing, Photography and Audio Recording at Council meetings which can be found [here](#) for further information.

If a member of the public is particularly concerned about accidental filming, please contact a member of Democratic Services before selecting a seat.

FAQs

For further information about the Council's Committee arrangements please see the FAQ page [here](#)

To Councillors: S Smith, G Coates, M Couchman, H Hadley, T Jay, K Norchi, B Price,
M Summers and A Wells



MINUTES OF A MEETING OF THE CORPORATE SCRUTINY COMMITTEE HELD ON 25th JUNE 2024

PRESENT: Councillor S Smith (Chair), Councillors G Coates, M Couchman, H Hadley, T Jay, K Norchi, M Summers and A Wells

CABINET Councillor Carol Dean

The following officers were present: Stephen Gabriel (Chief Executive), Anica Goodwin (Executive Director Organisation), Rob Barnes (Executive Director Communities), Rebecca Smeathers (Executive Director Finance (S151)), Zoe Wolicki (Assistant Director People), Christie Tims (Corporate Project Co-ordinator), Pardeep Kataria, Tracey Pointon (Legal Admin & Democratic Services Manager) and Laura Sandland (Democratic and Executive Support Officer)

1 APOLOGIES FOR ABSENCE

Apologies were received from Ben Price

2 APPOINTMENT OF THE VICE-CHAIR

Resolved that Councillor A Wells was appointed as Vice-Chair of the Committee.

(Moved by Councillor M Couchman and seconded by Councillor M Summers)

3 MINUTES OF THE PREVIOUS MEETING

The minutes of the previous meeting held on 22nd April 2024 were approved as a correct record.

(As the only member of the committee 2023/24 Councillor G Coates moved the minutes as a correct record)

4 DECLARATIONS OF INTEREST

There were no declarations of interest

5 CHAIR'S UPDATE

The Chair gave the following update

Firstly I wanted to thank the previous Chair, Councillor Daniel Cook for his work and diligence over the year and robustly scrutinising me as part of the cabinet at the time, which by the way was always terrifying and fun at the same time. As well as cabinet Council officers were vigorously questioned with many of the issues raised through the committee going on to direct help the lives of ordinary residence so thank you.

Secondly many of you will be aware that I was previously on cabinet and thus invited to what seemed like most of the Scrutiny committees. It did mean I saw a lot of passionate conversations, and some that probably weren't so passionate but approaching what I'd say is aggressiveness in nature and I think we do have to be careful, and I wanted to bring it up at the start of this one. So it brings me to the Nolan principles which of course has councillors we subscribe to. It states the following, holders of public office should exhibit these principles in their own behaviour and treat others with the respect they deserve. They should actively promote and robustly support the principles and challenge poor behaviour wherever it occurs. So my request to members is that while some of the issues raised here can be extremely emotive particularly on this committee and I'm sure Health & Wellbeing as well could we try to be courteous and understanding with both each other and officers of the council.

My third update is to remind members of upcoming training arranged in partnership with the LGA (Local Government Association) unless it's changed we've got training on the September the 16th again with the LGA, and there will be a councillors from another authority attending share their experiences. I was saying the other day to be honest the last one that I was on was absolutely fantastic so I would fully recommend it.

6 RESPONSES TO REPORTS OF THE CORPORATE SCRUTINY COMMITTEE

The Chair updated on the recommendations going to Cabinet on 27th June around housing voids

The recommendations are:

1. to instruct Officers to review the costs versus return, of employing an in-house inspection team to see if we can drive down the costs of voids.
2. to review how we recover damages costs from existing tenants and see if there is a more proactive way, we can approach this long term
3. that the Portfolio Holder calls Equans in to address Members major concerns around void turnaround times and ask them what their action plan is to improve this.

7 CONSIDERATION OF MATTERS REFERRED TO THE CORPORATE SCRUTINY COMMITTEE FROM CABINET / COUNCIL

None

8 CORPORATE PROJECTS UPDATES

Christie Tims, Corporate Project Officer presented an update on the Corporate Plan and Upcoming Peer Review.

The Committee made the following comments/observations and asked the following questions:

1. How are we engaging with residents? - From July to the end of August we will be doing a wide spread resident campaign it is still being developed but we would welcome any contributions that members may have as to things we can consider. Working with the voluntary sector to make sure we are reaching hard to reach areas and working with the comms team to reach residents and contribute.
2. On the co-creation slide it states facilitated discussion, engagement and collaboration events held with key stakeholders are we as councillors not key stakeholders yes part of this process is the scrutiny and will be emailing this presentation to all councillors to make sure we can get all the input we can.
3. If plan is signed off in July how do we as councillors have any input. - Plan not signed off until February next year, up until that point it is a consultation document. Consultation Plan will go public after Cabinet
4. Emerging Strategic Priorities how are we going to drill down so we know what we can offer and what is realistic. When we consult with Stakeholders can we make sure that the language we use is everyday English and is understood by everyone. – Yes we will be plain English testing all consultation documents. With Stakeholders we are talking about specific projects that sit under the key objectives to feed into budget review group process.

9 QUARTER 4 2023-24 PERFORMANCE REPORT

Report of the Leader of the Council to provide the Committee with an overview of Council performance for the fourth quarter of the 2023-24 financial year (January to March 2024). Reporting the council's position in relation to progress with strategic corporate plan projects and updates on the financial position, corporate risks, audits, information governance and complaints. Cabinet will consider the report on 18th July 2024.

The Committee sought clarity on the following:

1. Outrun Variants - Variance is 3.3 million which is an increase from £2.274 million that was reported previously the difference relates to a bad debt adjustment. In process of finalizing the accounts and will be working through under spends with budget managers to look at consistent underspends.
2. Red marker on Financial stability into the future with no data assigned to it. Is red the correct rating given the three years balanced budget and then we know that certain things drop out the budget that actually do get added back in by Government. - The red status on this risk relates to the long-term financial sustainability of the council the deficit in future years is increasing significantly. The risk relates to the 2023/2024 budget setting, but we will look at for the next meeting with a view of changing the name.
3. Future High Street Fund (FHSF) – Program - Risks – more understanding on risks moving forward, is the risk profile reducing. FHSF is a complex program with a number of risks which have mitigated as far as they can, but what is reflected from the report it is not possible to entirely mitigate all the associated risks. The project board meets on a monthly basis, so the project is kept under regular review. The risks are managed and will continue to be managed.
4. FHSF – PDF page 89 Individual notes and due date on the right. These dates are all in the past can we have a complete column included in the report.
Officers will take back to look at the presentation whilst looking at making the report more transparent.
5. Public open spaces. Underspend could this be given to Councillor's to spend on Wards. – Underspend due to Some staff shortages which are now back in post. Certain 106 monies do come with conditions Officer to bring back explanation of how the monies are spent.
6. Page 16 Strategic Projects – risk showing green is that correct? Officer to check if this is realistic and update on progress.
7. 'Where managed by' is included in the report are these all up to date - Yes, checked by Corporate Management Team
8. Review of Leaseholder Services and are leaseholders being kept up to date - Full implementation of all the recommendations within the timescales and yes leaseholders will know the outcomes but the delivery will take longer.
9. Where a budget hasn't been spent is the budget lost. (pg 62) - 106 set aside it's not lost its set aside for the next financial year. Under normal budget underspent budget managers have an opportunity to request it to be carried forward if there was a legitimate reason for it not being spent they can request for it to be carried forward.

Resolved that the committee:

Endorsed the content of this report for consideration by Cabinet.

(Moved by Councillor T Jay and seconded by Councillor M Summers)

10 SUSTAINABILITY STRATEGY AND PRODUCTIVITY PLAN

Report of the Leader of the Council provided Corporate Scrutiny with information and a timetable for the Financial Stability Plan and Productivity Plan prior to consideration by Cabinet on 27 June 2024.

Members sought clarity on the following:

1. Where is the Stability Plan in the report. – The report outlines the measures in the financial Stability Plan these will be the measures that we are going to take to identify required savings in the future.
2. Finalisation of the Productivity plan to be signed off by the Leader of the Council
3. Revenue Support Grant is the abbreviation RSG
4. 5 year budget forecast, what is the main driver of the deficit more than quadrupling by 2025/27 – Main driver for the deficit is the business rates re-set. The business rates were valued back in 2013, any growth since then the council takes a proportion of once it is re-set nationally the council will lose some of the business rate re-set and ½ million pounds grant may be lost 2026/27 may change in new homes bonus grant
5. Under spend to save, Transformation Reserve. Mainly Information Communication Technology based, what does this mean in terms of the transformation reserve. - Assumption that ICT will be the way we improve ways we work and an area where we can make most savings.
6. Peer Review, how was it initiated and how long is it expected to take. – Initiated by Chief Executive last one in 2013 and they should be every 5 years.
7. Growth going forward, don't strip savings out for the sake of it. – We are in a deficit 2025/26 position of 1.1 million pounds and savings do need to be made. We are mindful of the need to make some savings.
8. What impact is the interest on the savings. – budgeted for higher rate of interest, it is difficult to predict growth

Resolved that committee endorsed:

1. The approach and timetable detailed in the Financial Stability Plan.
2. The budget and medium-term financial planning process.
3. The contents of this report prior to consideration by Cabinet.
4. The Productivity Plan prior to submission and full publication to the Department for Levelling Up, Housing and Communities (DLUHC).
5. The delegation for finalisation and sign off of the Productivity Plan to the Leader and Chief Executive.

(Moved by Councillor A Wells and seconded by Councillor H Hadley)

11 WORKING GROUP UPDATES

The Chair stated that, if possible, rather than use working groups the committee could use the meetings to discuss items in more detail. There was a discussion on cross committee working if an item overlapped to other Scrutiny Committees.

12 FORWARD PLAN

No further items added form the forward plan

[Browse plans - Cabinet, 2024 :: Tamworth Borough Council](#)

13 CORPORATE SCRUTINY COMMITTEE WORK PLAN

The committee discussed the work plan and decided to add the following

The Chair will provide a de-brief report following the Leaseholders Collaborative Working Group meeting on 10th July. (August)

Outline ICT Strategy (To be confirmed)

Housing Repairs Performance (To be confirmed)

Corporate Plan and Vision (August)

The Chair will email a list of items to Committee Members for discussion at the next meeting.

Chair

Tuesday, 13 August 2024

Report of the Leader of the Council

Vision and Corporate Plan Update

Purpose

To advise members of the developing vision and corporate plan and update progress from the ongoing programme of consultation.

Recommendations

It is recommended that:

1. The committee comment and discuss the format of the emerging plan, consultation outcomes to date, and any further activity they would like to see before the end of the first phase of public consultation on the vision and corporate plan.

Executive Summary

The council's current corporate plan period ends in March 2025.

A new corporate plan for 2025 to 2030 that sets out the Council's vision and priorities is being developed in advance of the end of the current plan period to be considered in line with development of the revised Medium-Term Financial Strategy (MTFS) and Housing Revenue Account Business Plan as part of the Budget and Medium-Term Financial Planning Process to ensure its viability and deliverability against the timeline set out in **Appendix 1**.

This report advises Corporate Scrutiny of the feedback from the stakeholder consultation to date (**Appendix 2**) and the survey sent out for public consultation (**Appendix 3**).

Using the emerging vision and priorities, a draft document format has also been developed to indicate how the final corporate plan could be presented, as set out in **Appendix 4**.

A Community Impact Assessment (**Appendix 5**) on the development of the plan has also been undertaken and further assessments will be undertaken on the priority areas as key objectives and actions are developed.

Options Considered

The council must have a corporate plan to fulfil the obligations of Best Value. Any such plan must be evidence based, current, realistic and enable the whole organisation's performance to be measured and held to account.

The authority's financial strategy and delivery arrangements must also be aligned with priorities in the corporate plan, and respond appropriately to local need, including the plans of partners and stakeholders.

Corporate plans can be presented in a variety of ways, with many councils publishing their corporate plans on their website.

Resource Implications

The draft corporate plan is being prepared to feed into the Medium-Term Financial Planning Process which begins in Autumn. The development of the plan is funded from existing corporate consultation budgets.

Legal/Risk Implications Background

None, the plan will be developed in full consultation with key stakeholders and taken through further consultation and scrutiny as it develops as part of the Budget and Medium-Term Financial Planning Process.

Equalities Implications

A Community Impact Assessment (**Appendix 5**) has been completed and updated prior to the publishing of this report – No issues have been raised which are relevant to decisions in this report. However, it is noted that the consultation plan includes measures to seek views from underrepresented groups who have been specifically targeted to engage with this process. Further impact assessments will be required as priority areas are confirmed, and actions are proposed to deliver them.

Environment and Sustainability Implications (including climate change)

Not relevant to this report

Background Information

The council's new corporate plan will need to be ambitious, and outcome focused in addressing the priorities for the council which are informed by several key elements:

- The aspirations of the new Cabinet, the council and all members
- The views of residents
- Existing commitments, such as the Local Plan, contracts and existing strategies that extend beyond the current plan period
- The current and future financial situation of the council – the Medium-Term Financial Strategy (MTFS)
- Local statistics that highlight areas of concern/ focus
- Input from statutory and key strategic partners
- The views of local businesses, voluntary sector and staff

A strategic assessment has been carried out of existing strategies, commitments and statutory responsibilities, as has an analysis of key data sets held by us and used as part of our performance framework, along with information from LG Inform and the Office of National Statistics, to identify areas of local need.

Resident feedback undertaken at the end of 2023 has also been used to assess the priorities of the current corporate plan and the ongoing projects that will continue into the new plan period.

Facilitated sessions were held in July with key partners and stakeholders to give their views on which priorities they feel should be carried forward into a new plan and propose new projects and priorities.

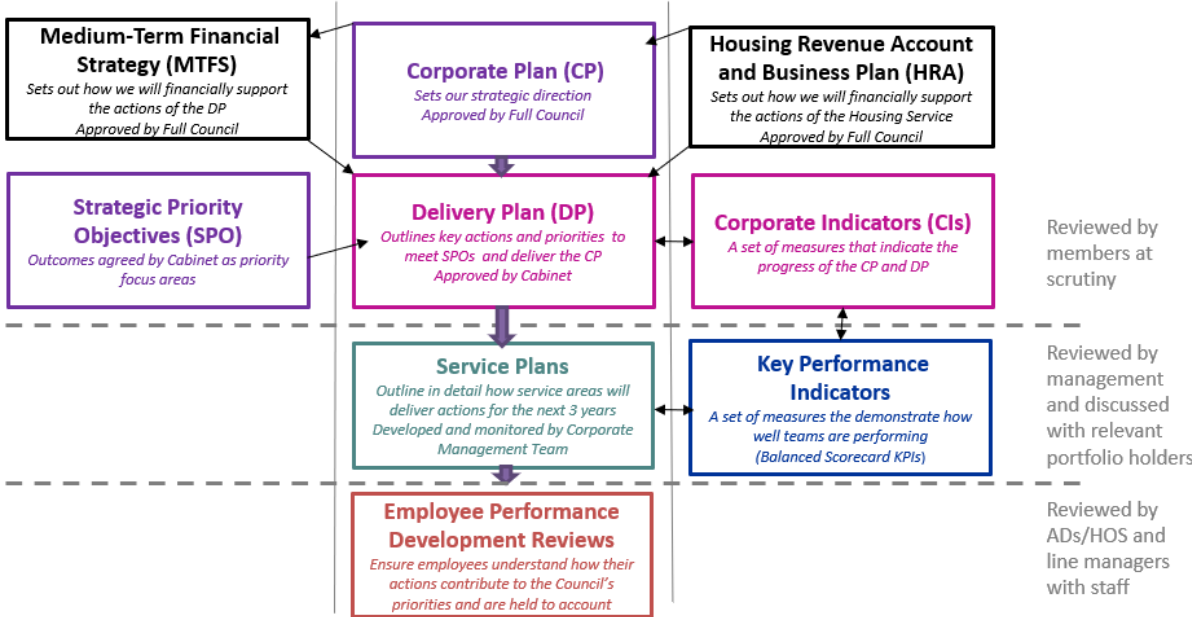
These emerging priorities (**Appendix 4** details) have been tested through further discussion with key stakeholders and are being explored through the ongoing public consultation exercise. Several consultation sessions were held in late July and early August to allow staff, members, residents and other groups to feed their ideas into the process and prioritise the planned outcomes from the plan, with a few sessions ongoing before the close of the consultation exercise.

At the end of the public consultation period (26 August) a final draft plan will be developed, and then delivery and service plan proposals worked up by officers as part of the annual Budget and Medium-Term Financial Planning Process which also includes further public engagement via the Annual Survey. The final version of the document will be discussed at Cabinet in the New Year and scrutinised alongside the budget, before being sent for sign off at full Council in 2025.

Once approved as a Corporate Plan the Strategic Priority Objectives will be delivered via an annual Delivery Plan accompanied by a set of Corporate Indicators, to allow monitoring of progress. These will be supported by Service Delivery Plans and local Key Performance Indicators that officers will use to track delivery as part of the Council’s performance management framework, as set out below:

Our Performance

the golden thread



It is important to note that the current Corporate Plan – 2022 to 2025, remains in force until 31 March 2025 and ongoing Quarterly performance monitoring of this plan remains in place until then, with a full outturn report being presented to Cabinet in Summer 2025.

Report Author
Christie Tims – Corporate Project Co-ordinator

List of Background Papers

Current [Corporate Plan](#) 2022-2025

Statutory [Best Value duty](#)

[Corporate Plan 2025 Development Timeline](#)

[Annual Survey results 2023](#)

Appendices

Appendix 1 – Corporate Plan Development Timeline

Appendix 2 - Stakeholder Feedback to date

Appendix 3 – Survey available to residents to complete

Appendix 4 – Draft Corporate Plan Document

Appendix 5 – Community Impact Assessment

Appendix 1

Corporate Plan Development Timeline

What	When	Notes
ELT review strategic assessment, provisional corporate plan priorities and objectives and scope of task/project groups and outline consultation plan.	Wednesday 19 June	COMPLETE
Facilitated discussion, engagement and collaboration events held with key stakeholders 25 to 27 June	25 to 27 June	COMPLETE
Corporate Scrutiny	Tuesday 25 June	COMPLETE
Corporate Plan Workshop – Corporate Management Team	Thursday 27 June	COMPLETE
Staff Conference and Corporate Plan priorities workshop	8 and 9 July	COMPLETE
Cabinet approve the consultation plan	18 July	COMPLETE
Consult with members, staff, public and key stakeholders on draft Corporate Plan priorities and objectives – various locations	Commences 23 July to 26 August	ONGOING
Tamworth CIC Thursday	15 August	
Asda, Ventura Park Shopping Centre	15 August	
Annual Survey	Autumn 2024	
Corporate Scrutiny	6 February 2025	
Council approval of Corporate Plan priorities and ambitions/ objectives together with budget	25 February 2025	
Cabinet approval of Corporate Plan Strategic Priority Objectives, Delivery Plan and Corporate Indicators	27 March 2025	

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Tamworth Corporate Plan 2025-2030

Stakeholder engagement feedback 2024

Organisation and strategy links	Comments
Tamworth Street Angels Home Tamworthstreetangels (tamworthsa.co.uk)	Need to ensure a varied night-time economy attracting a wide range of users into the town.
Support Staffordshire Home - Support Staffordshire	Looking to find ways to support 3 rd sector in accessing core funding , not just project delivery. Sustainability of groups without TBC support and funding is limited.
Staffordshire County Council Strategic Plan 2022 to 2026 - Staffordshire County Council	All of the priorities align with SCC's Plan Key words missing for them are children, resilience and independence as well as use of digital technology .
SCC Business and Enterprise	Also like to see aspiration to improve the quality of jobs on offer in the borough.
SCC Business and Enterprise	<i>Suggests: Prosperity: Support and promote sustainable economic growth of our economy ensuring we have the right jobs in the right location for our communities</i>
SCC Business and Enterprise	<i>Suggests: Wellbeing: To meet their needs, residents have the right training and skills to enable them to secure well paid jobs and have access to good quality housing, including for the most vulnerable, to provide the foundation for long and healthy lives.</i>
SCC Children & Families Early Help Strategy Staffordshire- Early-Help-Strategy.pdf (staffsscb.org.uk)	I would absolutely love it if we could get this plan to recognise children. FIB (Family Improvement Board) outcomes are:
SCC Children & Families Early Help Strategy Staffordshire- Early-Help-Strategy.pdf (staffsscb.org.uk)	<ul style="list-style-type: none"> -Keeping children safe and ensuring that they feel like they belong as part of their community. -Keeping them healthy and happy and -Ensuring that they have every opportunity to thrive and achieve their best through a good education and their contribution back to the community.

	<p>For example: it would be great if Marmion House could become the first office to meet the defined criteria to be part of the Family Hub Network so that families know that they can access integrated access to services and support.</p> <p>If we mention children specifically in our plan, we would be the first district to so.</p>
<p>Sacred Heart and Heart of Tamworth (HoT) Sacred Heart Community Centre - Heart of Tamworth</p>	<p>Lots of engagement already with the residents and provision of services to support. Sustainability of the charity is key and activities need to be self-funding wherever possible. Post covid recovery and cost of living crisis are key, as is support for homelessness and complex needs. Engagement from TBC is great.</p>
<p>South Staffordshire College Vision-2030-Our-Dynamic-Plan-and-Accountability-Statement-2024-2025.pdf (southstaffs.ac.uk)</p>	<p>Need to ensure skills and education are included. 22% of residents have no formal qualifications (19% Staffs average). Town Centre regen will have a big impact, how do we harness and support reshaping of the town and encourage investment in the workforce, present and future.</p>
<p>Tamworth Police Police-and-Crime-Plan-2021-24.pdf (staffordshire-pfcc.gov.uk)</p>	<p>Want to see better reflection of community resilience and also co-ordination of events and keeping people safe in the town centre. Anti-social behaviour is a key priority area, as is prevention of serious crime through awareness of cyber security and training on use of bleed kits.</p>
<p>Liberty Jamboree Staffordshire Connects Liberty Jamboree - Day Opportunities - 'Liberty on Board'</p>	<p>LJ is a voice for young people and young adults with SEND and mental ill health, discussing and influencing issues that affect them and to develop and carry out social action projects.</p> <p>A PECS session was held with 14 young adults who access the service in Tamworth. Their feedback was very positive for the development of independent life skills, resilience and homes that meet the needs of residents. They commented on accessibility of the Town centre and need for a face to face access point in the town.</p>
<p>Citizens Advice Mid Mercia</p>	<p>Expecting to see more reflection on post covid recovery, cost of living crisis and impact on local residents, involvement of voluntary sector to support this. not sure what some of the acronyms/ abbreviations. More voluntary sector investment, More joined up work with statutory services and the VCSE's in Tamworth, More</p>

	<p>specific work to support those with Neurodevelopmental disorders, mental health services and support to unpaid carers. Long term sustainable investment in the VCSE's in Tamworth - short term funding does not allow for services to grow and be embedded in the community.</p> <p>More evaluation into how VCSE's have supported statutory sector to reflect the outcomes achieved.</p> <p>Comparisons of costs saved within the statutory sector due to the VCSE support. Ongoing investment in the services mentioned above.</p>
<p>Birmingham Chamber of Commerce About us Greater Birmingham Chamber of Commerce Greater Birmingham Chambers of Commerce</p>	<p>Excited to be involved, especially good relationship with Tom and Klaudia. Struck by, 1) local nature recovery strategy 2023 not actioned so far – where is it must have one by March 2025, 2) Branding scheme – not undertaken and valid reasons behind it – but needs communicating out and engaging with business to be accessible. 3) ICT Strategy implementation plan nothing came forward – need aspiration for borough on AI and digitalisation.</p> <p>The five terms are clear and cover the areas of impact and all equally important to the Chamber. In next 3 years, keeping comms open and clear progress on plans, not just at the end of the plan period. Need better PR on what is being achieved that is accessible to promote engagement. AI and Digital need to progress and have commissioned report and how it can support development and mitigate the risk Business Commission WM website link. Net Zero also key deliverable and opportunities for sites for energy funding and grant opportunities for SMEs. Place based marketing strategies and importance of history in Tamworth helps and is quite well developed. Also looking at Global trade activity opportunities, mentoring and support for start-up, innovation and taking opportunities. We do an economic snapshot – plan to do one for Lichfield and Tamworth soon if funding is available (mentioned as part of Local Plan discussion). Use of UKSPF funding to support.</p> <p>Relationship with Chamber is very strong already and want to develop further. One big thing is to help and support business by better co-ordination of public funded support and urgency of co-operation to achieve the ambition for the economy.</p>
<p>Pi Kem About PI-KEM - Leading in Scientific Advancement & Support</p>	<p>1 August</p>
<p>St John the Baptist Tamworth with Sacred Heart Our Vision -</p>	<p>7 August</p>

The Catholic Parish of St. John' the Baptist in Tamworth (tamworthrc.church)	
Parish of Tamworth Parish of tamworth - Church - Tamworth, England	8 August
Job Centre /DWP Jobcentre Plus: opportunities for public and voluntary organisations - GOV.UK (www.gov.uk)	TBA
East Staffs Primary Care Network About us – East Staffordshire Primary Care Network (eaststaffspcn.nhs.uk)	TBA
Midland Heart making-what- matters-brilliant-corporate- plan-2019_25.pdf (midlandheart.org.uk)	TBA
Fire and Rescue Service (FARS) Fire-and-Rescue- Plan AW pdf.pdf (staffordshire- pfcc.gov.uk)	TBA
SCVYS Strategic Plan - SCVYS Staffordshire Council of Voluntary Youth Services (staffscvys.org.uk)	TBA

Questions used to frame stakeholder engagement:

1. Thinking of the old Corporate Plan – are there any deliverables you expected to see which were not delivered?
2. Of the new emerging plan – Do the 5 areas cover all the aspects of the Council’s work you expect to see prioritised?
3. Are all the terms clear and accurate?
4. Which priority area is key to your organisations work?
5. Rank them?
6. Which 3 things do you want to see achieved at the end of 3 years?
7. Which 3 things do you want to see achieved at the end of 5 years?
8. Are there any projects you do not think the Council should focus on delivering?
9. If so, why?
10. Who else could/should we be working with to achieve those?
11. Are there any key priorities or projects not reflected in the plan?
12. Why are they critical to you/ your organisation?
13. How should the Council deliver them?
14. What is the one big thing the Council could do in the next 5 years that would make to most difference to you and the residents/people you support?
15. Who else should we talk to and a stakeholder in the current plan?

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Appendix 3 - Resident Survey

Welcome

Welcome to our survey about the council's future work, aims and ambitions for the borough.

The survey will take no more than 15 minutes to complete. You don't need any specialist knowledge or experience of contacting us to take part, just a willingness to share your views.

This survey is specifically for people with an interest in building a better Tamworth. We appreciate your time and feedback, thank you.

What's this all about?

We're asking for your thoughts and feedback to help shape a corporate plan for the council.

Every well-run council has a corporate plan, so staff, local people, local businesses and partners understand what the organisation is working to achieve and how it plans to do that.

A corporate plan is not intended to cover everything a council does, but it sets out the aspirations and key areas of focus that will be delivered alongside the day-to-day services.

We've already worked closely with local councillors, local community and voluntary groups, the Chamber of Commerce, local emergency services, NHS and others to develop some key areas of focus. These key areas of focus are our priorities.

And it is this list we're now sharing with you to hear your thoughts. We're asking if these are right for Tamworth, if anything is missing and which is the most important to you.

Getting this right is important; while working to maintain a financially stable council, we'll also make sure funding and work is shaped around the priorities so that we can best service all Tamworth Communities.

Your views are very important to us; with your help we'll develop a plan that really seeks to meet the needs of everyone living, working, or visiting Tamworth. We are also asking residents to think about what they could do for themselves to help make Tamworth better.

The draft priorities

For each draft priority, please tell us...

...If the priorities and their descriptions important areas for improvement in Tamworth.

...tell us if anything is unclear/wrong.

...and rank them in order of importance.

Priority A - Council

Creating a caring, co-operative, innovative and data driven council that is structured to deliver effective services:

- We are a council that is visible, approachable and accountable.
- We work well with others as part of the Co-operative Council Innovation Network (CCIN).
- We ensure our customer processes are accessible and focused on delivery for the customer.
- We communicate well and ensure information provided to customers is readable and accessible to them.
- Our services are data driven, use data to target improvements and predict and possibly prevent issues escalating.
- We make good decisions and take calculated risks based on good data and feedback.

Question1. How important is this priority and the descriptions as an area for improvement in Tamworth?

- Very important
- Quite important
- Neutral
- Not important
- Not at all important

Question2. Comments, is there anything unclear or wrong?

Priority B - Prosperity

Growth in the local economy, skills and jobs, investment in areas that support financial stability and balanced budgets, obtaining best value:

- We work with businesses to promote start up, growth and sustain employment.
- We work with partners to create jobs and broaden workforce skills.

- Our Medium -Term Financial Strategy and Housing Revenue Account Business Plan are balanced and deliver value for money.
- We spend and invest wisely to save money in the long term.
- We procure sustainably with social value in mind.
- We hold partners and contractors to account for their performance.

Question3. How important is this priority and the descriptions as an area for improvement in Tamworth?

- Very important
- Quite important
- Neutral
- Not important
- Not at all important

Question4. Comments, is there anything unclear or wrong?

Priority C - Place shaping

All communities feel safe, cared for and can be proud of their area, including our vibrant town centre:

- We work with partners to create a more vibrant town centre, which is accessible to all, with an improved retail and residential offer.
- We work with partners to ensure footpaths and cycleways are clear and well maintained.
- Our future high street funding projects deliver regeneration and support enterprise.
- We offer new markets and improve events as part of a town centre plan.
- We work with partners to ensure crime is reduced and Tamworth is safer.
- We improve tourism and night-time offer, making best use of our historic and cultural assets.

Question5. How important is this priority and the descriptions as an area for improvement in Tamworth?

- Very important
- Quite important
- Neutral
- Not important
- Not at all important

Question 6. Comments, is there anything unclear or wrong?

Priority D - Environment

We have a roadmap to achieving net-zero, environmentally friendly and sustainable assets and enhancing biodiversity in the borough:

- We educate and support reductions in litter, waste and increased recycling.
- We use enforcement powers to tackle fly tipping and other environmental crimes.
- We reduce the use of carbon at the Council and in our operations.
- We work with partners to protect and improve our environment and achieve net zero for the borough.
- We help to create a sustainable future where nature can thrive to keep us healthy and safe.
- We ensure Tamworth offers world-class environmentally friendly housing.

Question7. How important is this priority and the descriptions as an area for improvement in Tamworth?

- Very important
- Quite important
- Neutral
- Not important
- Not at all important

Question 8. Comments, is there anything unclear or wrong?

Priority E - Community Wellbeing

Residents live long, healthy, prosperous lives in communities that are resilient and independent:

- We provide accessible services that support the most vulnerable in our society.
- We work with partners to keep children, young people and marginalised groups healthy and safe with every opportunity to thrive in their community.
- We ensure more people have the skills to access our services digitally and in our housing stock.
- We have a real commitment to providing more affordable housing and reduce homelessness.
- We will increase the number of Disabled Facility Grant (DFG) cases delivered in a shorter amount of time.
- We work with partners to build foundations for long and healthy lives.

Question9. How important is this priority and the descriptions as an area for improvement in Tamworth?

- Very important
- Quite important

- Neutral
- Not important
- Not at all important

Question 10. Comments, is there anything unclear or wrong?

Question 11. For each of the five priorities, please rank how important they are to deliver in the next five years, with your top choice being first.

- 12345 Council - Creating a caring, co-operative, innovative and data driven council that is structured to deliver effective services.
- 12345 Prosperity - Growth in the local economy, skills and jobs, investment in areas that support financial stability and balanced budgets, obtaining best value.
- 12345 Place shaping - All communities feel safe, cared for and can be proud of their area, including our vibrant town centre.
- 12345 Environment - We have a roadmap to achieving net-zero, environmentally friendly and sustainable assets and enhancing biodiversity in the borough.
- 12345 Community Wellbeing - Residents live long, healthy, prosperous lives in communities that are resilient and independent.

Question 12. If you had to choose one to be the top focus in the next 12 months, which would it be?

- Council - Creating a caring, co-operative, innovative and data driven council that is structured to deliver effective services.
- Prosperity - Growth in the local economy, skills and jobs, investment in areas that support financial stability and balanced budgets, obtaining best value.
- Place shaping - All communities feel safe, cared for and can be proud of their area, including our vibrant town centre.
- Environment - We have a roadmap to achieving net-zero, environmentally friendly and sustainable assets and enhancing biodiversity in the borough.
- Community Wellbeing - Residents live long, healthy, prosperous lives in communities that are resilient and independent.

Question 13. What is missing from the priorities? (Add up to three)

1

2

3

Question14. What single change could the council make to their services that would make Tamworth better?

Question15. What three things could you do personally to help make Tamworth better?

1

2

3

Tamworth
Borough Council

TAMWORTH BOROUGH COUNCIL CORPORATE PLAN 2025-2030

DRAFT



Building a better Tamworth

WELCOME



**Cllr Carol Dean,
Leader of Tamworth
Borough Council**

“



**Stephen Gabriel,
Chief Executive and
Returning Officer**

“

”

”

OUTGOING CORPORATE PLAN & PRIORITIES: 2022 - 2025

TAMWORTH BOROUGH COUNCIL VISION

'Tamworth – celebrating our heritage, creating a better future'

1. THE ENVIRONMENT	3. INFRASTRUCTURE
<ul style="list-style-type: none"> ▶ Enforcement and education with regard to litter and fly-tipping ▶ Development of infrastructure for acting on Climate Change ▶ Support more people to recycle and to reduce waste ▶ Working with partners to protect, maintain and improve the green space offer 	<ul style="list-style-type: none"> ▶ Review Local Plan to improve the transport links within Tamworth ▶ Improve existing walkways and cycling routes ▶ Ensure more people can access council services digitally/digital enhancement with partners and within Council housing stock
2. THE ECONOMY	4. LIVING IN TAMWORTH
<ul style="list-style-type: none"> ▶ Development of business initiatives to promote start up and growth ▶ Support business growth to generate employment opportunities by working with businesses ▶ Provision of good quality and affordable housing ▶ Improve tourism in terms of good access to information for visitors to help local businesses and Tamworth as a destination as a whole, maximise and improve the quality of the visitor experience 	<ul style="list-style-type: none"> ▶ Ensure adequate supply of affordable housing through the Local Plan review ▶ Investment in Neighbourhood and Place environment ▶ Through our Economic Development team, we will support job creation and business retention and expansion through interventions and advice, and seek to protect the local economy where we can influence this. ▶ Improve and promote Tamworth's historic and cultural assets and events ▶ Community Safety focus on neighbourhoods and place ▶ Working with partners to ensure the fear of crime within Tamworth is reduced
5. TOWN CENTRE	
<ul style="list-style-type: none"> ▶ Continue to develop street market and extend supporting events around the market to add vibrancy within the town centre ▶ Create a branding scheme for 'Created in Tamworth' ▶ Provide the infrastructure to improve evening and night time economy ▶ Embrace Tamworth's history and culture so as to build a sense of local pride and support our children's education and understanding of the significant part Tamworth played in British history 	<ul style="list-style-type: none"> ▶ Continue to promote all outdoor events ▶ Development of a new Tamworth Enterprise Centre as part of the structural transformation of the town centre ▶ Make the town centre more accessible ▶ Provide the environment where the leisure and food offer can grow and flourish ▶ Working with others seek to improve the night-time transport offer to support the overall night-time economy

WHY DO WE NEED A CORPORATE PLAN?

Every well-run council needs a plan, so staff, residents and partners understand what the organisation is trying to achieve and how it plans to do that. It helps everyone prioritise and pull together around common goals, so we deliver what we have promised. The Corporate Plan is not intended to cover everything the council does but sets out our aspirations for change that will be delivered alongside our day-to-day activities with support from our key partners. Whilst set out as a 5-year plan, it will be reviewed every year, so we are clear about our planned programme and are open and honest about how we are performing

OUR VISION

Building a better Tamworth

OUR PRIORITIES

- Council
- Prosperity
- Place Shaping
- Environment
- Community Wellbeing

COUNCIL

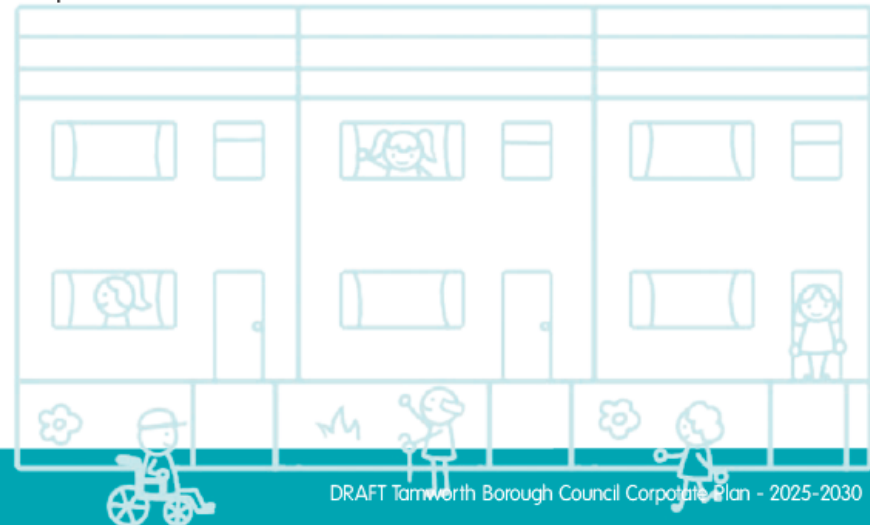
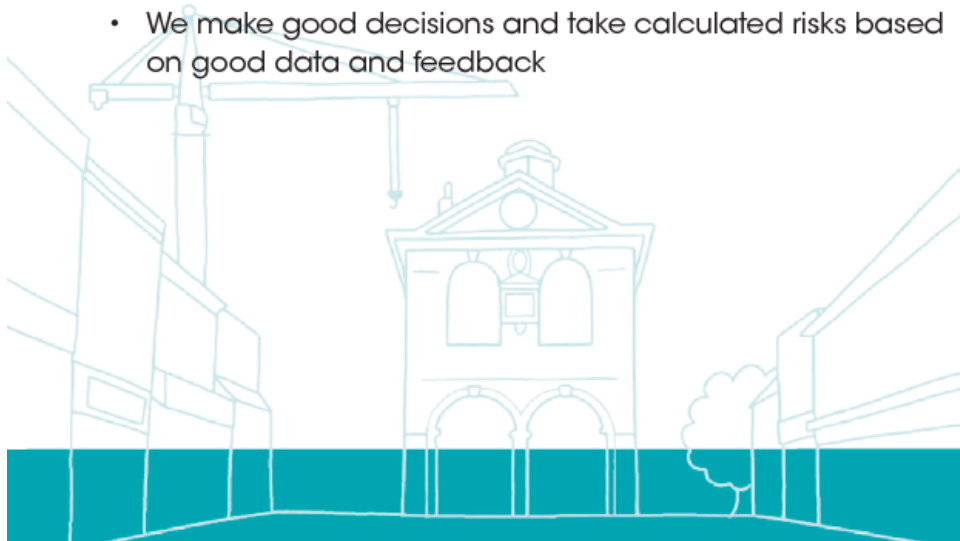
Creating a caring, co-operative, innovative and data driven council that is structured to deliver effective services:

- We are a council that is visible, approachable and accountable
- We work well with others as part of the Co-operative Council Innovation Network (CCIN)
- We ensure our customer processes are accessible and focused on delivery for the customer
- We communicate well and ensure information provided to customers is readable and accessible to them
- Our services are data driven, use data to target improvements and predict and possibly prevent issues escalating
- We make good decisions and take calculated risks based on good data and feedback

PROSPERITY

Growth in the local economy, skills and jobs, investment in areas that support financial stability and balanced budgets, obtaining best value:

- We work with businesses to promote start up, growth and sustain employment
- We work with partners to create jobs and broaden workforce skills
- Our Medium -Term Financial Strategy and Housing Revenue Account Business Plan are balanced and deliver value for money
- We spend and invest wisely to save money in the long term
- We procure sustainably with social value in mind
- We hold partners and contractors to account for their performance



PLACE SHAPING

All communities feel safe, cared for and can be proud of their area, including our vibrant town centre:

- We work with partners to create a more vibrant town centre, which is accessible to all, with an improved retail and residential offer
- We work with partners to ensure footpaths and cycleways are clear and well maintained
- Our future high street funding projects deliver regeneration and support enterprise
- We offer new markets and improve events as part of a town centre plan
- We work with partners to ensure crime is reduced and Tamworth is safer
- We improve tourism and night-time offer, making best use of our historic and cultural assets

ENVIRONMENT

We have a roadmap to achieving net-zero, environmentally friendly and sustainable assets and enhancing biodiversity in the borough:

- We educate and support reductions in litter, waste and increased recycling
- We use enforcement powers to tackle fly tipping and other environmental crimes
- We reduce the use of carbon at the Council and in our operations
- We work with partners to protect and improve our environment and achieve net zero for the borough
- We help to create a sustainable future where nature can thrive to keep us healthy and safe
- We ensure Tamworth offers world-class environmentally friendly housing



COMMUNITY WELLBEING

Residents live long, healthy, prosperous lives in communities that are resilient and independent:

- We provide accessible services that support the most vulnerable in our society
- We work with partners to keep children, young people and marginalised groups healthy and safe with every opportunity to thrive in their community
- We ensure more people have the skills to access our services digitally and in our housing stock
- We have a real commitment to providing more affordable housing and reduce homelessness
- We will increase the number of Disabled Facility Grant (DFG) cases delivered in a shorter amount of time
- We work with partners to build foundations for long and healthy lives



OUR VALUES

To achieve the ambitions of this plan, the whole council needs to sign up to shared values, which cover how we will work within the council, with our communities, and with partners.

NEXT STEPS

The draft corporate plan, including details of how we will fund its delivery, monitor and share our progress against delivery of the plan, will be considered by Members over the autumn and winter as part of our normal budgeting cycle. If agreed by Full Council in early 2025 we will then formally launch it, to ensure it is widely understood, so we can all work together to deliver on our shared ambitions for building a better Tamworth.

Part 1 – Details		
What Policy/ Procedure/ Strategy/Project/Service is being assessed?	Vision and Corporate Plan 2025 - 2030	
Date Conducted	6 June 2024 – reviewed and updated 23 July 2024	
Name of Lead Officer and Service Area	Christie Tims, Corporate Project Co-ordinator	
Commissioning Team (if applicable)	Executive Leadership Team	
Director Responsible for project /service area	Anica Goodwin, Executive Director Organisation	
Who are the main stakeholders	<p>Corporate Management team and Council Will also extend to:</p> <ul style="list-style-type: none"> • Residents • Business • Staff Team • Elected Members • Registered social landlords • County Council • Partner Authorities – South Staffs, Lichfield and North Warks • NHS, ICB and health providers • Key suppliers/contractors • Voluntary sector 	
Describe what consultation has been undertaken. Who was involved and what was the outcome	<p>Corporate Plan to set out vision and priorities for the next 3 years. Stakeholder feedback will be sought in developing the themes and full public consultation will be undertaken on the final draft priorities.</p>	
Outline the wider research that has taken place (E.G. commissioners, partners, other providers etc)	A strategic assessment is being prepared and key data reports will be reviewed. Customer feedback to date has been analysed	
What are you assessing? Indicate with an 'x' which applies	A decision to review or change a service	<input type="checkbox"/>
	A Strategy/Policy/Procedure	X
	A function, service or project	<input type="checkbox"/>

What kind of assessment is it? Indicate with an 'x' which applies	New	<input checked="" type="checkbox"/>
	Existing	<input type="checkbox"/>
	Being reviewed	<input type="checkbox"/>
	Being reviewed as a result of budget constraints / End of Contract	<input type="checkbox"/>

Part 2 – Summary of Assessment

Give a summary of your proposal and set out the aims/ objectives/ purposes/ and outcomes of the area you are impact assessing.

To develop a robust Corporate Plan for the borough to last the next 5 years from 1 April 2025 to 31 March 2030

Who will be affected and how?

Everyone will be impacted by new corporate plan, it will shape the allocation of funding and resources and determine the key outputs of the council over the next 5 years

Are there any other functions, policies or services linked to this impact assessment?

Yes No

If you answered 'Yes', please indicate what they are?

All of them – all strategies, policy decisions and services will be influenced by the golden thread of the Vision, Corporate Plan and priorities set out within it over the course of the next 5 years.

Part 3 – Impact on the Community

Thinking about each of the Areas below, does or could the Policy function, or service have a direct impact on them?

Impact Area	Yes	No	Reason (provide brief explanation)
Age	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Gender Reassignment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.

Marriage and Civil Partnership	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Pregnancy & Maternity	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Race	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Religion or belief	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Sexual orientation	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Sex	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Gypsy/Travelling Community	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Those with caring/dependent responsibilities	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Those having an offending past	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Children	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Vulnerable Adults	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years. This area is a particular focus for the plan
Families	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Those who are homeless	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Those on low income	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Those with drug or alcohol problems	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Those with mental health issues	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Those with physical health issues	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Social inclusion Please include refugees and asylum seekers,	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Social inclusion: Armed Forces The Armed Forces	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.

Covenant is a pledge that together we acknowledge and understand that those who have served in the armed forces, and their families, should be treated with fairness and respect and any impact should be considered			
Health and Wellbeing	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years.
Climate Change	X	<input type="checkbox"/>	The Corporate Plan will impact every part of the Council and its service delivery over the next 5 years. This area is a specific priority within the plan.

Part 4 – Risk Assessment

From evidence given from previous question, please detail what measures or changes will be put in place to mitigate adverse implications. this includes climate change considerations

This is the section in which to please outline any actions to mitigate negative or enhance positive impacts in terms of economic, environmental or wider societal considerations, and actions to review and monitor the overall impact of the change accordingly.

Impact Area	Details of the Impact	Action to reduce risk
CIAs will need to be undertaken on each priority area and service change identified	None specifically identified at this stage	Ensure robust evidence is gathered and used to identify priority areas and ensure any action is baselined and has a clear measure or outcome to track.

Part 5 - Action Plan and Review

Detail in the plan below, actions that you have identified in your Community Impact Assessment, which will eliminate discrimination, advance equality of opportunity and/or foster good relations.

If you are unable to eliminate or reduce negative impact on any of the impact areas, you should explain why

Impact (positive or negative) identified	Action	Person(s) responsible	Target date	Required outcome
n/a	Outcomes and Actions entered onto Pentana	CT/AG/ZW	31.3.2025	All actions for 1 st year of the plan mapped and tracked

Date of Review (If applicable) : 23 July 2024

Guidance and form updated July 2023 following CMT approval.

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Tuesday, 13 August 2024

Report of the Portfolio Holder for Housing, Homelessness and Planning / Executive Director Communities

Update on Strategic Leasehold Review

Exempt Information

Not exempt.

Purpose

This report provides an update on the review of Leaseholder charging undertaken by Campbell Tickell in response to concerns raised about the Council, approach to leaseholder charging.

Recommendations

It is recommended that:

1. Committee endorses the findings of the report produced by Campbell Tickell and formally thanks Campbell Tickell and the Leaseholder Working Group for their input into the overall process. [Appendix 1]
2. Committee endorses the content of the Section 20 notices produced by Campbell Tickell and approves submitting them to Cabinet for consideration for use in future consultations. [Appendix 2]
3. Committee approves recommending to Cabinet that consultation commences in relation to the remedial works identified in the Campbell Tickell report. [Appendix 2]
4. Committee recommends to Cabinet the approach to undertaking remedial works as opposed to full roofing renewals.
5. Committee supports the continuation of the working arrangements with Campbell Tickell to produce a formal "Leaseholder Policy".
6. Committee supports the instruction of legal services to commence amendments to future leases to include for a management charge and to clarify the position in relation to major works and renewals with any amendments to be approved by Cabinet before implementation
7. Committee endorses a recommendation to Cabinet that the Council takes a sample case to the First Tier Tribunal to test once and for all the assumptions around roofing renewals being allowed for under the terms of the lease.
8. Committee endorses the development of a Service Improvement plan for consideration by Cabinet and based on the recommendations set out in the Campbell Tickell report.

Executive Summary

On 21st August 2023 it was agreed at Full Council that the Council would undertake a detailed strategic review of Leaseholder Service Charges; this came about following a number of concerns raised by Leaseholders and Elected Members in relation to some planned roofing renewals predominantly in the Gillway area of Tamworth. Consultation letters had been issued under the Section 20 [s20] process; the scale and cost of the works combined with the sterile, legal nature of the consultation letters raised concerns amongst Leaseholders and Elected Members as such the proposals were suspended and a strategic review ordered.

To assist in delivery of the strategic review the Portfolio Holder for Housing, Homelessness and Planning at the time established a Leaseholder Working Group consisting of Elected Members and Leaseholder representatives. The Group working with Officers commissioned a consultant through a competitive tendering process to undertake a strategic review of the Leaseholder Service charge process, this included a view on the legal aspects of the lease, the procurement process and the consultation process as well as a detailed technical assessment of the roofs that were at the centre of the original challenge by Leaseholders. The report produced by Campbell Tickell can be found at Appendix 1. The draft report has been presented to and considered by the Leaseholder Working Group.

Key Findings from the Campbell Tickell Report

Procurement Process – Leaseholders raised their concerns over the procurement process, the status of the Long-Term Qualifying Agreement [LQTA] and the use of a large primary contractor as opposed to smaller local roofing contractors. It was the view of Campbell Tickell that the procurement process applied by the Council was typical of that required by a public body and was one that met the requirements of the [Public Contract Regulations \[PCR2015\]](#) and at the time the EU procurement regulations. The Council had legitimately entered into Long Term Qualifying Agreements [LTQA] with the two contractors following the procurement process.

Consultation Process – Leaseholders and Elected Members had voiced concerns over the formal consultation process that had taken place prior to works being planned. The tone and legality of letters were questioned. It was the view of Campbell Tickell that the consultation process met the minimum legal requirements set out in legislation. It was recognised that the letters that had been sent out were sterile and written in a very legal manner as opposed to one that was customer friendly, and customer focussed. Campbell Tickell have recommended that these letters be reviewed and made more accessible for customers whilst at the same time remaining legally compliant. Campbell Tickell have drafted a suite of new letters for future use, these can be found at Appendix 2.

Charging – Some Leaseholders have indicated that their interpretation of the lease means that the Council can undertake and charge for repair works but felt that large-scale renewals were not within the scope of the lease. It was the view of Campbell Tickell that the Tamworth standard leases do allow the Council to charge Leaseholders for works that are carried out to the shared parts of the building and in fact the view is that where the Council can charge, they are typically obliged to charge so as not subsidise Leaseholders through the Housing Revenue Account [HRA]. It was however recommended that the Council take a test case to the First Tier Tribunal to clear up concerns raised by Leaseholders in relation to whether or not the 'renewal' of an existing component is considered to be a repair or an improvement; this is important as repairs are recoverable under the lease whereas improvements are not.

Pricing Structure – Leaseholders raised concerns about the pricing of the roofing works; they felt that using a large primary contractor meant that the works would be more expensive than if they had been priced by a local roofing contractor. It was the view of Campbell Tickell that the pricing structure used by the Council i.e. The National Housing Federation Schedule of Rates [NatFed SOR] was commonplace and typical amongst social housing providers. It was acknowledged that pricing works under this type of arrangement may ultimately be more expensive than using a series of smaller local companies to undertake the works but that the approach of disaggregating works to let smaller contracts would not be compliant with PCR2015.

Technical Assessment – Some Leaseholders disagreed with the Council's assessment of the state of repair of the roofs, they felt that the roof did not need replacing at this time. Campbell Tickell appointed a third party RICS surveyor to undertake an inspection of the roofs and provide a view on the current state of repair along with a view on the remedial actions required. Whilst the surveys completed largely agreed with the surveys that had been previously completed in relation to the nature and scale of the defects it was the view of the independent surveyor that with some investment in repairs the roofs could achieve a further

life of circa. 7-10 years and that immediate renewal was not necessary. The scale and nature of repairs varied from block to block but on average the repairs costs were in the region of £5,000 per block (£1,250 per flat).

Payment Options – Leaseholders and Elected Members have voiced concerns about the payment terms applied to Leasehold service charges. There were concerns that vulnerable Leaseholders would not be able to pay for the works being proposed and that there weren't sufficiently flexible payment terms available for Leaseholders. It was the view of Campbell Tickell that the Council should review its policy in relation to the payment terms offered to Leaseholders. The current lease requires Leaseholders to make payment in full within 28 days of the invoice being issued. Where Leaseholders are facing financial hardship consideration is given to other payment terms, these are based on a financial assessment and vary from person to person. It was felt that this approach was not transparent and did not provide Leaseholders with any certainty over the likely payment terms. In their report Campbell Tickell have set out a number of payment options for discussion and consideration, these are set out in the 'options considered' section below.

Repair vs Renew

The technical inspections completed by the surveyors have indicated that for those roofs inspected the life could be extended for between 7 and 10 years with an investment in the region of £5,000 per block (£1,250 per flat). These works would be completed by our existing contractors under the terms of the existing contract with costs being recovered from the Leaseholders.

It is important to recognise that repairs at this stage will only extend the life of the roof and that renewal will still be needed with costs having to be met by Leaseholders. In effect over the next 10-year period of the current HRA Business Plan Leaseholders and the Council could be paying up to £44,000 for each roof renewal rather than the £36,000 that would be payable if the roof were to be renewed immediately. If renewed immediately it is unlikely that the roof would need major works in the next 60 years.

Typically, the Council will increase its income and expenditure budgets in line with CPI; fortunately contract prices are also increased in line with CPI which effectively insulates the Council from the effects of CPI in relation to any works. Leaseholders however need to be mindful that their income and/or savings may not be afforded the same insulation from CPI.

Leaseholders will also need to be aware that the age and general condition of the roof will be noted in any survey carried out when the property is sold. The current age and condition of the roof may make selling the property difficult and it should be noted that the Council will not be in a position to renew roofs on demand just to satisfy the condition of a sale.

Proposed Next Steps

The following areas will form part of a Service Improvement Plan that will be presented to Cabinet for consideration and approval.

Remedial Works – arrangements should commence to start the consultation process with Leaseholders using the newly drafted letters in relation to the remedial works identified by the third-party surveyor. These works have already been costed by the Contractor and could commence as soon as the consultation process is completed. This is based on the assumption that remedial works are the favoured option over renewal.

Letters – the suite of letters produced by Campbell Tickell should be formally adopted and used in all future communications with Leaseholders, commencing with the new Stage 3 notices for the identified remedial roofing works.

Test Case – arrangements should be made to commence a test case through the First Tier Tribunal. This will test the assumption that roofing renewal is permitted under the current lease arrangements. This will need careful consideration as legal notices will be served on those

Leaseholders selected to be part of the test case. There will need to be consultation in advance of the test case commencing and ongoing communication with those impacted throughout.

Leaseholder Policy – a separate Leaseholder Policy is required so that the approach to Leaseholder management is clearly set out in a manner that is accessible to all Leaseholders. The policy will need to set out the approach to dealing with repairs, planned works and other service charges as well as the approach to consultation and collection of service charges.

Lease Review – the legal team, through the Right To Buy team are to be instructed to undertake a review of the current lease with a view to modernising it, making the section on service charges clearer and including new terms relating to the application of management chargers and charging for improvements to properties. Any lease changes would only affect new leases as the Council cannot unilaterally amend existing leases.

Management Structure – a review of the resources allocated to the management of Leaseholders and Leasehold service charges will be needed if the Council is to facilitate greater levels of engagement with Leaseholders in future. It is likely that there will from time to time be a need to 'buy in' some additional consultancy support to review and update policies and procedures as legislation around Leaseholders changes.

Review of payment options - Within their report Campbell Tickell have identified a number of options for payments for consideration by the Council. The table in the 'Options Considered' below sets out the proposals, and the advantages/disadvantages of each. The Council's Corporate Credit Policy was reviewed and approved by Cabinet 31st August 2023, and it is the Council's approach that all monies due are payable on receipt of invoice, with the expectation that payment is made in full unless there are circumstances of financial hardship, in which case the Recovery team will liaise with customers on an individual basis to agree payment terms on the basis of evidence of income and outgoings. No amendment to this approach is recommended at this stage.

Options Considered

Immediate Renewal vs Remedial Works

Option	Advantages	Risks
Complete all works as planned and recover costs in full from Leaseholders	<ul style="list-style-type: none"> • Works are completed in a planned manner making use of the existing contracts. • Avoids the risk of component failure and the associated costs and disruption. • Compliant with legislation and Council satisfies its obligations to collect monies due. • Costs are set at the current market rate and not affected by future inflation. 	<ul style="list-style-type: none"> • Likely to be unpopular with Leaseholders. • Exact remaining life of component won't be fully known until failure occurs. • Likely to be challenged through the First Tier Tribunal and outcome not guaranteed for either party.
Renew roofs and any other component upon Failure	<ul style="list-style-type: none"> • Full life of component achieved. • Unlikely to be challenged by 	<ul style="list-style-type: none"> • Assuming the underlying renewal costs remain the same there will be additional costs

	<p>Leaseholders as failure has already occurred.</p> <ul style="list-style-type: none"> • Council should be able to forego the normal statutory consultation process as work would be completed as a matter of urgency. 	<p>associated with the emergency works to make the property watertight on the report of a failure.</p> <ul style="list-style-type: none"> • Works will need to be planned, statutory notices served, labour and materials put in place which will leave residents in a situation where the roof over their home is not wind and watertight. • There may be consequential damage to the property arising from water ingress and residents may suffer consequential losses. • There may be insurance implications associated with consequential losses as the Council may be seen to have failed to properly maintain the fabric of the building. This is likely to be exacerbated by the fact that the components were known to be at or beyond end-of-life. • Leaseholders may be adversely affected by inflation.
<p>Partial renewal and ongoing repair based on third-party surveys.</p>	<ul style="list-style-type: none"> • Full life of component achieved. • Unlikely to be challenged by Leaseholders as failure has already occurred and remedial works are supported by the third-party surveys. 	<ul style="list-style-type: none"> • There may be consequential damage to the property arising from water ingress and residents may suffer consequential losses. • There may be insurance implications associated with consequential losses as the Council may be seen to have failed to properly maintain the fabric of the building. This

		<p>is likely to be exacerbated by the fact that the components were known to be at or beyond end-of-life.</p> <ul style="list-style-type: none"> • At some point the ongoing cost of repair has the potential to exceed the cost of renewal and given the age of the element's replacement it still the likely end outcome. • Any remedial works done now may end up being replaced when the roof is renewed. • Leaseholders may be adversely affected by inflation.
Renew roof and discount for estimated remaining life.	<ul style="list-style-type: none"> • Works are completed in a planned manner making use of the existing contracts. • Avoids the risk of component failure and the associated costs and disruption. • Costs are set at the current market rate and not affected by future inflation. • Leaseholders benefit from cost reduction linked to remaining life of roof. 	<ul style="list-style-type: none"> • Although the cost to the Leaseholder would be reduced it is still likely to be unpopular. • Risk of challenge at First Tier Tribunal. • Life expectancy of roof already expired so difficult to justify reduction. • When repair costs are factored in the overall cost reduction is likely to be limited.

Test Case

Option	Advantages	Risks
Do nothing	<ul style="list-style-type: none"> • No upfront costs for a project that may not happen for some time. • No wasted costs if legislation changes. 	<ul style="list-style-type: none"> • Lacks certainty for all parties. • More likely to be challenged on a case-by-case basis when notices are served.

		<ul style="list-style-type: none"> • Goes against Campbell Tickell recommendations.
Commence test case now before works are needed.	<ul style="list-style-type: none"> • The position on whether the Council can charge for roof renewals will be clear. Both the Council and Leaseholders will understand the position and can plan for the process when the time comes to carry out renewals. • Can be done in a controlled manner in full consultation with Leaseholders. • Outcome will be known before a roof is in need of full renewal. • Less likely to be challenged on a case-by-case basis. 	<ul style="list-style-type: none"> • Leaseholders could still choose to challenge on a case-by-case basis • Legislation could change between test case and carrying out planned works. • Cost involved in taking test case. Consultation would still be required when actual works are planned.

Staffing Resources

Option	Advantages	Risks
Do nothing – apply collection as we do now.	<ul style="list-style-type: none"> • No additional costs to Leaseholders or the HRA. 	<ul style="list-style-type: none"> • Doesn't address the recommendations around enhanced levels of engagement. • Other than the improved letters engagement with Leaseholders would remain unchanged.
Engage additional resource to support Leaseholder Engagement Activities	<ul style="list-style-type: none"> • Addresses the concerns raised over the level of engagement. • Has the ability to improve the service further through a Leaseholder Forum. • Leaseholders become more 	<ul style="list-style-type: none"> • Costs will have to be met from the HRA budget as leases don't allow for management fees. • Leaseholder forum may not integrate with other engagement forums.

	<p>engaged in the overall process.</p> <ul style="list-style-type: none"> • Customer focussed. • Dedicated resource able to keep up with changing legislation. 	
Engage with Leaseholders through the wider Tenant Engagement Resource	<ul style="list-style-type: none"> • Addresses the concerns raised over the level of engagement. • Has the ability to improve the service further through a Leaseholder Forum. • Leaseholders become more engaged in the overall process. • Customer focussed. • Links with other engagement forums. 	<ul style="list-style-type: none"> • Costs will have to be met from the HRA budget as leases don't allow for management fees. • May not have the expertise to keep up with legislative changes.

Payment options

Option	Advantages	Risks
<p>Do nothing – apply collection as we do now.</p> <p>Leaseholders would have to make payment from personal savings, private borrowing or through an agreed payment plan with the Council based on personal circumstances.</p>	<ul style="list-style-type: none"> • Compliant with current terms of the lease. • Compliant with current financial regulations and Corporate Credit Policy. • Limited amount of administration for either party if paid in full. • Doesn't require Leaseholder to take out loan or security in any way. • Payment plan arrangements made 	<ul style="list-style-type: none"> • Many Leaseholders are on fixed income and have limited/no savings and cannot afford to pay. • With no interest being paid the term of any repayment plan negatively affects its value to the Council.

	to suit individual circumstances as appropriate	
<p>Service Charge Loan – Leaseholders would be encouraged to apply for a loan through Homes England – there are certain criteria surrounding the loan. The loan carries interest and is secured against the leasehold interest.</p>	<ul style="list-style-type: none"> • Compliant with current terms of the lease. • Accessible to all Leaseholders once minimum service charge value is met. • Limited impact on staffing resources. 	<ul style="list-style-type: none"> • May not be affordable to Leaseholders on a fixed income. • Some Leaseholders may not be comfortable taking out a loan. • Not clear if product is Shari’ah Compliant. • May lead to repossession claims if loans are unpaid. • Risk of non-payment and additional financial burden on HRA • Additional interest costs payable by the leaseholder • Minimum contribution required by leaseholder (£4,186)
<p>Deferred payment by way of a discretionary loan provided by the Council. This would operate similar to the current arrangements for payment plans but would be set out in a more formal manner.</p>	<ul style="list-style-type: none"> • Compliant with current terms of the lease. • 	<ul style="list-style-type: none"> • May not be affordable to Leaseholders on a fixed income. • Some Leaseholders may not be comfortable taking out a loan. • Would need a clear process that deals with Leaseholders failing to pay. • Risk of non-payment and additional financial burden on HRA • Risk of significant amount of bad debt which would have to be written off. • May lead to repossession claims if loans are unpaid. • Will have implications on staffing resources involved in setting up and monitoring payment plans.

		<ul style="list-style-type: none"> • Additional interest costs payable by the leaseholder
<p>Voluntary charge on the property. The leaseholder would agree to a charge being placed on the property, this would be repaid when the property is sold.</p>	<ul style="list-style-type: none"> • Compliant with current terms of the lease. • Compliant with current financial regulations, although this is currently only actioned as a last resort and in limited circumstances. • Limits immediate financial risk to Leaseholder. • Limited impact on staffing resources. 	<ul style="list-style-type: none"> • May not be approved by other lenders or those with existing charges on the property. • Leaseholders could end up with multiple charges on the property over a period of time. • The Council may not realise the income for many years, additional financial burden on the HRA. • Leaseholders may be concerned that there is no value in their Lease due to the scale of charges. • Charges may impact on the ability of a Leaseholder to sell and move. • Leaseholders would need to take independent financial advice and there is a cost to implementing a charging order.
<p>Prompt payment discount. A discount (percentage to be agreed) would be applied to any payments in full made within the required 28 days. This would encourage Leaseholders to make use of savings to pay for charges.</p>	<ul style="list-style-type: none"> • May be attractive to Leaseholders who have savings and have the ability to pay immediately. • Council recovers money quickly. • Limited impact on staffing resources. 	<ul style="list-style-type: none"> • Many Leaseholders will be unable to pay larger bills early and will be unable to take advantage. • Not compliant with financial regulations or corporate credit policy. • Sets precedent for other types of income collection which would not be sustainable. • HRA budget would have to make up the difference.

		<ul style="list-style-type: none"> • May be ultra vires as HRA would in effect be subsidising non-HRA costs
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Resource Implications

Works – the works element, assuming that costs are recoverable under the lease, should be cost neutral as any monies expended by the Council would be recovered from the Leaseholder. It is important that the correct legal process is followed in order to allow the Council to recover costs. No specific works budget is identified for Leaseholder works because of the full recovery process. There are however risks where recovery is not possible, and debts remain outstanding; in such cases consideration needs to be given to placing a charge on the property which at least allows for deferred recovery.

Staffing – it is anticipated that an increase in the levels of consultation beyond the legal minimum will require the Council to engage additional staffing resources to support. The exact nature of the engagement will be set out in the policy document and will be costed as part of that process. As leases do not allow for a management charge to be applied it is anticipated that any additional staffing resource will have to be funded through the HRA.

Consultancy – It is anticipated that from time-to-time external consultancy support will be required in order to review and update policies and documentation in line with changes to legislation. It is expected that this would be no more than £2,500 per annum (adjusted for inflation) and in the absence of the ability to apply a management charge under the lease would have to be met from the HRA budgets.

HRA Business Plan – It is assumed that the costs associated with works will be fully recoverable from Leaseholders and will have no overall impact on the HRA budgets. It should however be noted that the HRA budget will have assumed that roof replacements will take place on an agreed life cycle basis and that costs will have been allocated based on a roof renewal. Where extensive remedial works are carried out these will be in addition to the renewal costs already built into the HRA Business Plan, the outcome of this will mean an increased cost to the HRA Business Plan. *(i.e. the HRA Business Plan will have assumed a renewal cost of £36,000 in the current 30-year cycle, with remedial works being done immediately and a renewal in 7-10 years this could mean a cost of £44,000 in the current 30-year cycle)*

Recovery of charges - Recovery of charges is managed through the Revenues Team in Finance. Various options have been identified by Campbell Tickell for the recovery of charges, however, deferred payments and loan schemes will increase the risk of non-payment and bad debts and increase the financial burden on the HRA. Offering a prompt payment discount may also be ultra vires as it would mean that the HRA is in effect subsidising non-HRA costs. No change is proposed to the current position, whereby leaseholders who have the means to pay their charges on a timely basis, do so, and for those who are struggling, arrangements for payment are made on an individual basis, which are affordable for the leaseholder but also aim to maximise income collection for the Council.

Inflation – On the assumption that both budgets and costs increase annually in line with CPI the effects of inflation have been ignored. Leaseholders intending on using savings or Leaseholders whose income does not increase in line with inflation may feel the impact of the inflationary increases associated with delaying the renewal works.

Legal/Risk Implications Background

Previous legal advice has set out clearly that where the Council is entitled to collect service charges it must do so.

The new suite of letters produced by Campbell Tickell are both legally compliant and customer friendly.

Campbell Tickell has confirmed that the procurement process and the early stages of Leaseholder consultation were legally compliant.

It is known that changes to legislation relating to Leaseholder is due and that consideration will need to be given to this in any future policy development.

Equalities Implications

See attached draft Equalities Impact Assessment [EIA]. A detailed EIA will be completed once a series of recommendations are available for Cabinet.

Environment and Sustainability Implications (including climate change)

An Environment and Sustainability assessment will be carried out once a series of recommendations are available for a Cabinet decision.

Background Information

23rd February 2023 – Corporate Scrutiny Committee make recommendations to Cabinet around Leasehold Service Charges.

21st August 2023 – Full Council agrees to Strategic Review of Leasehold Service Charges

Report Author

Paul Weston – Assistant Director Assets

Appendices

Appendix 1 – Campbell Tickell Report

Appendix 2 – Suite of letters produced by Cambell Tickell

Section 20 Review

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1. Executive Summary

- 1.1 Campbell Tickell (CT) has been commissioned by Tamworth Borough Council (TBC) to review its engagement with leaseholders and its method for planning investment works.
- 1.2 The Section 20 notices for the Qualifying Long-Term Agreement (QLTA) for planned works met the basic statutory requirements but were not customer focused, confusing in places and did not adopt sector good practice. The notices were not supported by general information about the Section 20 process, frequently asked questions, repayment options etc and there was no informal consultation with leaseholders prior to entering the formal Section 20 process. Although the QLTA process is capable of improvement we are satisfied that the approach taken was compliant with statute and regulation.
- 1.3 There is evidence that Section 20 processes have improved, particularly since the First-Tier Tribunal hearing in March 2022 but there is more to do to support the improvement of leasehold knowledge and good practice across TBC.
- 1.4 The lease terms date back to the 1980s so do not include the clauses commonly seen in modern leases i.e. improvement and renewal clauses, ability to charge a management fee. This is problematic in terms of TBC recovering its costs of management and maintenance from leaseholders. CT considers that the cost of roof renewals is recoverable from leaseholders, although we do recommend that determination is obtained from the First-tier Tribunal to confirm this, prior to carrying out any roof renewals.
- 1.5 TBC needs to clarify payment options for leaseholders.
- 1.6 Tamworth's investment planning follows typical sector approaches, based on stock condition information. Tamworth needs to update its stock condition data information and support the survey data with on-site inspections prior to commissioning specific works. It also needs to prepare headline plans for the medium and long term to clarify its investment strategy and enable residents to be aware of the probable timing of works impacting on them.
- 1.7 The Qualifying Long Term Agreement is again a typical practice in the sector and can be a cost effective vehicle to simplify work commissioning and management. It can be confusing for leaseholders and Tamworth should provide more explanation to assist resident understanding.
- 1.8 The QLTA procurement exercise is a competitive open market tender exercise and this mechanism together with the contract pricing structure should provide value. The specific management of programming and contracts will be key to delivering the best value available under the QLTA.
- 1.9 As part of the commission we inspected the roofs of a number of two storey blocks. The roof inspections suggest that the roof tiles will last 10 years,

that a programme of remedial works will postpone replacement and that this approach this should provide value for the council and leaseholders. The council does need to consider future commitments and whether earlier replacement is necessary to align with its financial capacity and other priorities. Early replacement will require leaseholders to be offered a discount to reflect premature renewal. This approach is used to enable building owners to manage the peaks and troughs of expenditure.

- 1.10 Major works billable to leaseholders have no significant impact on long-term financial plans because the costs incurred are fully recovered. Depending on the payment options offered, recovery should predominantly be within 12 months. The balance between recoverable and non-recoverable (i.e. tenanted properties) major works costs should be considered when assessing the financial aspects of planned works programmes.

2. The Commission

- 2.1 Campbell Tickell (CT) has been commissioned by Tamworth Borough Council (TBC) to review its engagement with leaseholders and its method for planning investment works.
- 2.2 The commission requires an assessment of the council's approach to
- Leaseholder engagement
 - Its Section 20 processes
 - The FTT ruling from March 2022
 - Planning its investment in its stock
 - The procurement of its contractor to deliver its investment programme
 - The method of charging leaseholders and payment options
 - The financial impact of its methods on leaseholders and its business plan
- 2.3 It also requires a specific review of a selected group of properties and the necessity for replacing the roofs.
- 2.4 The CT analysis has been undertaken by a combination of document review and meetings with councillors, leaseholders and key staff preparing and delivering investment works. CT has also surveyed a selection of roofs chosen by TBC to ascertain condition and life expectancy.
- 2.5 CT has also attended the Leaseholder Collaborative Working Group as part of its interaction with councillors and leaseholders to explain public sector procurement legislation and typical sector practices around investment, consultation and resident engagement.
- 2.6 CT thanks TBC officers and residents for their assistance in providing information and access.

3. Recommendations

3.1 Following its analysis, CT has the following recommendations:

- a) Revise Section 20 notices so they are more customer friendly and the explanation of works goes beyond statutory requirements.
- b) Ensure Section 20 notices are supported by additional information that explains the Section 20 process and answers questions commonly asked by leaseholders.
- c) Update website to provide leaseholders with more detail on the Section 20 procedure.
- d) Draft Section 20 policy and procedures to ensure Section 20 notices are completed and administered correctly and that officer responsibilities are defined for each stage of the process. Procedures should include some informal consultation with leaseholders before entering the formal Section 20 process.
- e) TBC should clearly save the original, dated Section 20 consultation notices to ensure no ambiguity when subsequent queries are raised.
- f) Notices should be addressed to the leaseholder at the correspondence address.
- g) Develop a Repayment Options policy that gives leaseholders repayment options for the cost of major works.
- h) Review all lease agreements to ensure officers understand the terms of each, in particular the extent of the demise of the property.
- i) Improve knowledge of leasehold legislation and practice across TBC by engaging a retained leasehold consultant to advise on leasehold matters.
- j) Modernise lease agreements terms in order that leases issued moving forwards:
 - Review RTB lease for new RTB sales to include renewal and improvement clauses and the ability to collect a management fee to deliver the leasehold service.

- Review approach to lease extensions for existing leaseholders. Consider offering leaseholders a non-statutory route to lease extensions with incentives such as reduced premium costs, legal costs etc. if renewal, improvement and management fee clauses are included in the new lease.
 - Explore whether legally it would be possible to introduce a management fee to existing leaseholders to pay for the delivery of the leasehold service. There is case law (Brent v Hamilton 2006) that suggests that this may be possible.
- k) Update the stock condition survey information with the outcomes of the roof inspections to provide a current data base to inform investment.
- l) Use repairs, void and other recent feedback information to update the stock condition data base with regular operational information.
- m) Undertake on site sample inspections to validate the life cycle projections to inform the investment programme for imminent planned or major works
- n) Identify the specific blocks that are likely to be in the following year's programme and identify the number of leaseholders likely to be affected to assist with both consultation and cost and income analysis
- o) Prepare 5 year and 30 year investment plans to clarify potential investment decisions and financial impact.
- p) Publish indicative 5 year investment plans annually and ensure leaseholders are aware when works are planned for their building.
- q) Following the recommendations in the roof report, assess the costs for each block for the remedial works to prolong the life of the roof for approximately 10 years and ensure this provides value in delaying roof works.
- r) On an 'asset by asset' basis, either undertake the remedial works or replace the roof.
- s) If remedial works are progressed, TBC should consider if other works can be undertaken while the access equipment is in place.
- t) Advise residents of the proposed remedial works programme and likely timescale for roof renewal.
- u) Review the condition of the roofs in five to seven years to assess the point renewal will be needed.

4. Leaseholder Consultation

Background

- 4.1 Tamworth BC (TBC) manages around 4200 homes, of which 428 of the flats are held on a leasehold basis. TBC believes that around 193 (45 per cent) of these flats are sublet by the leaseholder as it holds correspondence addresses for these properties.
- 4.2 The leaseholder consultation concerned the replacement of roofs to 21 buildings, comprising four flats in each building. One of the buildings contains four leasehold properties, while the others are mixed tenure. In total forty-four leaseholders are impacted by the consultation regarding the roof replacement.

Section 20 Consultation

- 4.3 The Section 20 consultation with leaseholders concerned TBC putting in place a Qualifying Long-Term Agreement (QLTA) for long term planned contract works to its housing stock. A QLTA is an agreement a landlord enters into with an independent contractor for a period of more than 12 months. The landlord must consult on the QLTA with all leaseholders if the amount any one leaseholder must pay would be more than £100 in any one year. This includes VAT and any associated management or administrative costs which arise specifically from the proposed agreement. If the landlord does not consult leaseholders, they will not be able to collect service charges over £100 per leaseholder, per year. TBC asked interested contractors to quote rates that would apply to any works undertaken under the QLTA. The contract was awarded to Wates in January 2020 to commence on 1st April 2020 for all the properties owned by TBC for a 10-year period. The total value of the contract was estimated at £43m.
- 4.4 There is no written Section 20 procedure but CT was provided with copies of the template Section 20 consultation notices that related to the QLTA for the long term planned contract works. Officers were unable to provide us with the original copies that were sent to leaseholders.
- 4.5 Due to the value of the contract, it had to be advertised publicly and the leaseholders did not have the right to nominate a contractor for this contract. The contract was covered by Schedule 2 of the 2003 service charge regulations and TBC was required to serve consultation notices on leaseholders:
- Before the tender was offered (the pre-tender stage), TBC was required to serve a 'Notice of Intention'.
 - During the tender (the tender stage), TBC was required to serve 'Notice of its Proposals' (estimates)
- 4.6 Our observations on the notices provided are as follows:

- For both the Notice of Intention and Notice of Proposals, CT was advised by officers that they were unable to provide exact dates of issue for the Notices since whenever the copy notices are shared they update with the current date. We understand that this is the reason why when, in November 2019, leaseholders requested copies of the Section 20 notices originally issued in April and June 2019, the copies provided were dated November 2019. When Section 20 notices are issued to leaseholders, original copies should always be saved as PDF files so that they cannot be altered and the date of issue is clear.
- The notices meet the basic statutory requirements but they are poorly drafted and confusing in places. For instance, the different stages of the process are shown incorrectly on the notices. The notice of intention advises that the planned works being tendered for include 'improvements' and 'upgrading', the cost of which cannot be recovered under the terms of the leases we have reviewed. This fact is not made clear for leaseholders in the notice.
- We understand from leaseholders that all notices were sent only to the leasehold property and addressed to the 'owner' rather than the name(s) of the leaseholder(s). It is good practice to ensure that notices are addressed to the leaseholder by name and also sent to their correspondence address to ensure effective communication, particularly given the high proportion of leaseholders that sublet. We understand that TBC now has a process in place to ensure that a database of leaseholder correspondence addresses is maintained, where these are known. These are now used for all communications with leaseholders i.e. Section 20 notices, service charge invoices etc.
- The notice of intention gave leaseholders the statutory 30 days to make observations but it is good practice to allow 35 days to allow delivery time for the notice.
- The notice of proposals does not include an example of the pricing schedule from the chosen contractor, which it is good practice to include. There is no mention in the notice of when and where a copy of the proposal can be inspected by leaseholders, although we understand from a leaseholder that it was possible to inspect the detailed proposal at TBC's offices.
- The notices do not give information on the next steps once the QLTA is in place. For instance, there is no mention that a further notice will be issued when TBC intends to carry out works under the contract. No general explanatory information on the Section 20 process, frequently asked questions etc. was given to leaseholders.

Lease Agreements

- 4.7 We reviewed the template lease agreement issued by TBC. We are advised by officers that all leaseholders have the same lease agreement, although this seems unlikely given that leases will have been issued at various times since the 1980s. It was beyond the scope of this commission to check all or a sample of lease wordings.
- 4.8 The lease provided to us requires the leaseholders to pay TBC a service charge for keeping their building in repair. The amounts actually spent on repairs must be certified by TBC. Bills are then issued to leaseholders, which the lease requires are paid by the leaseholder within 28 days. We understand from the Senior Revenues Income Assistant that some leases require payment within 14 days of a demand being issued.
- 4.9 The lease agreement only places a responsibility on TBC to 'repair' the building and does not refer to TBC being able to charge for the 'renewal' or 'improvement' of building components. The definition of a 'renewal' is not the same as a 'improvement' and in our view if a component, such as a roof has reached the end of its life, it would be uneconomic and ineffective for TBC to continue to carry out repairs to the roof and a renewal would be required, the cost of which can be recovered from the leaseholders. Where future roof renewals are required we recommend that TBC makes an application for a determination at the First-tier Tribunal (FTT) that it is reasonable to renew the roof given the cost of historic patch repairs, the cost of scaffolding and evidence from independent surveyors. TBC should also meet with the impacted leaseholders to communicate its plans and explain the reasoning behind the necessary replacement of the roof. Hopefully this consultation will get the leaseholders 'on board' with TBC's approach, they will not present a counter argument to the FTT and the case can be heard 'on paper' rather than in person, which will reduce the timescales.
- 4.10 The lease agreement does not specifically allow TBC to charge leaseholders a management fee to cover its costs of delivering day to day building management services. We understand that TBC has received legal advice that it could charge a management fee to cover its cost of managing major works.
- 4.11 Although the lease does not allow TBC to charge leaseholders a management fee for the cost of delivering day to day building management costs, there is case law that suggests that it may still be possible to charge a fee. In Brent v Hamilton (2006) Court of Appeal, it was held that the landlord was entitled to imply a term requiring leaseholders to pay a fair proportion of management costs to avoid subsidisation from Brent BC's general housing revenue account funds.

Impact Assessment - HRA Business Plan

- 4.12 To date, it is understood that TBC has not fully recovered the costs of works on leaseholder homes, either through design or accident. The QLTA gives TBC the opportunity to recover the costs of works to leaseholders properties, assuming that the Sc 20 consultation is appropriately executed. This should improve the levels of recovery and ensure that both residents and leaseholders are treated equitably when planning asset investment. CT has set out leaseholder payment options in ###. There will be a delay between expenditure and cost recovery depending on the option(s) chosen. In most cases, recovery will be within 12 months which should not have a significant financial impact. TBC will know of any applications for extended payment and can factor this into financial planning. It should also allow for a small percentage of non-recovery. It needs to consider the cost balance of the legal costs of recovery against the sums owed. It is always a good plan to demonstrate recovery will be pursued to encourage all to pay and not assume that default is an option.
- 4.13 Premature renewal will have an adverse impact on the Business Plan as it will reduce the recovery from leaseholders. This is because costs passed on to leaseholders will need to be discounted to take in to account the roof's early renewal. This shortfall will need to be funded through tenant rents, which will reduce the volume of works that can be funded and will result in other works being deferred. If overall recovery improves by closer management of Sc 20 notification and seeking appropriate payments from leaseholders, this could be financially positive by removing the inherent subsidy applied to date.
- 4.14 It may be expedient for works to be undertaken before the end of the component life if this is clearly to avoid repairs cost that will otherwise result or if TBC's financial capacity requires works to be brought forward to smooth expenditure. If smoothing costs, it is preferable to bring forward works that do not affect leaseholders to avoid the potential under recovery.
- 4.15 At the moment, TBC officers have not been able to provide projected expenditure for the next few years and leaseholder impact. Overall, CT advises that leaseholder charges and recovery should have no impact on the 30 year financial plan as, if consultation is correct, TBC should fully recover any expenditure.

Impact Assessment Leaseholders

- 4.16 The principal financial issue for leaseholders at the moment is the lack of notice of works and costs. The QLTA is general and not sufficiently specific to enable an individual lessee to know the likely timing and cost of works to their home. Leaseholders only become aware of the timing of works and

likely costs when served with a Qualifying Works Notice prior to the works being executed, when TBC provides an estimate of costs. This does not enable them to plan their finances to meet the costs levied.

- 4.17 If TBC prepares longer term forward investment plans and identifies the leaseholders likely to be impacted, this will enable earlier notice to be provided.
- 4.18 The notification of the QLTA should enable TBC to fully recover the costs of works to leaseholder premises. CT understands that this has not always happened previously and this improvement in procedures will result in additional costs for leaseholders, albeit correctly levied. CT has set out payment options for TBC to consider.
- 4.19 CT has explained in Section 7 below that the costs to leaseholders may be higher than they may expect using a small local contractor and the reasons for this. However, TBC is bound by public sector procurement legislation which, while providing competition to deliver value, may not provide the cheapest solution, but should provide a good quality solution that adheres to current regulations, with warranties.
- 4.20 CT is recommending that remedial works be undertaken to prolong the lives of the roofs. Leaseholders will be liable for their due proportion of these costs. While these will be in addition to the future roof renewal costs, if the works delay renewal by seven to ten years they should provide value and enable leaseholders to budget for the future renewal costs.
- 4.21 Timely renewal of key components is important to maintain the leaseholders' asset value. As stated in the survey report, most of the surveyed buildings have minor works required which should not significantly affect the estimated value of the homes. Similarly, if the costs of roof renewal are not anticipated for ten years, rather than imminently, this should have a positive impact on asset value.

Statement of Means

- 4.22 Invoices for leaseholder service charges are raised by the Business Support team and the Revenues and Income team is responsible for ensuring that the invoices are paid. Invoices must be paid within 28 or 14 days, depending on the terms of the individual lease agreement. If any leaseholder cannot pay within this timescale, they are permitted to pay in instalments over (up to) 12 months with no interest.
- 4.23 If leaseholders advise that they cannot pay within 12 months and are unable to obtain a personal loan etc, they are sent a 'Statement of Means' form to complete. This form is used to detail the leaseholder's income and expenditure so that TBC can understand the financial situation of the leaseholder and what they might be able to pay. We were advised that few 'Statement of Means' forms are returned by leaseholders, but where they

are, it is at the Revenue Manager's discretion to offer other repayment options. There is no TBC guidance on where alternative repayment options might be offered or a methodology for officers to follow to make these decisions. In view of this, there is a danger that individual leaseholders may not all receive the same advice/options.

- 4.24 There is no written advice available for leaseholders i.e. in a leaflet or on the website etc. regarding repayment options, should leaseholders be unable to pay invoices when due.
- 4.25 As part of this review we have drafted a Repayment Options Policy for consideration. Please see Appendix 1.

Review of FTT Ruling

- 4.26 In March 2022 TBC was challenged by some leaseholders at the FTT on their liability to pay for works to replace the roof to their buildings and the reasonableness of the proposed charge for these works. The key outcomes from the Tribunal hearing were:
- The Section 20 notice for Qualifying Works under a QLTA was flawed as it did not invite leaseholders to make observations on the qualifying works and did not include TBC's estimated cost for carrying out these works under the QLTA in place. Due to this, TBC sought dispensation from Section 20 from the Tribunal, which was granted.
 - Leaseholders were concerned that the Notices of Intention for the QLTA were only sent to the property address and not to the leaseholder correspondence addresses. The notices were also addressed to the 'owner', rather than to the named addressee. Although this approach to the service of notices is permitted under the terms of the lease, it is good practice to send notices to correspondence addresses and name the addressee. We understand that TBC now ensures that a database of leaseholder correspondence addresses is maintained and these are used when there are any communications with leaseholders.
 - The Tribunal had no issue with the cost of the works but held that the roof tile covering had been replaced fourteen years too soon, due to the remaining life of the roof covering. To acknowledge this, service charge costs to the leaseholders were reduced by 14.29 per cent. This outcome is reflected in our advice regarding future roof replacement works and is discussed in paragraphs 8.6 and 8.7 below.

Knowledge of Leasehold Legislation and Good Practice

- 4.27 From our review it appears that generally officers have a limited knowledge of leasehold legislation and good practice, particularly in respect of administration and record keeping. We were provided with examples from

leaseholders where they had been advised to carry out works themselves to building components that were the responsibility of TBC i.e. roof replacement and guttering replacement.

- 4.28 Officer knowledge of imminent future works was also reported to be lacking. One leaseholder reported that when they were purchasing their flat, TBC responded to their solicitor's enquiries regarding works planned in the next five years, that works were 'not applicable'. Three months after they bought their flat they were advised by TBC that roof works would be carried out. Officers have advised that as budgets are prepared annually, five-year predictions are not available. This is standard information that solicitors will require as part of a conveyancing transaction so must be made available by TBC. If accurate estimates of future works are not provided this may impact on the ability of leaseholders to sell their properties and on the ability of TBC to recover the cost of future works from leaseholders.
- 4.29 There is evidence that leasehold practices have improved in recent years, particularly since the 2022 FTT hearing. For instance, the introduction of a database of leaseholder correspondence addresses and improving Section 20 notices to ensure that they meet statutory requirements. However, we recommend that a retained leasehold consultant is engaged to advise TBC officers on leasehold matters, as required.

5. Tamworth Investment Planning

- 5.1 Tamworth officers have acknowledged that the data used to provide life cycle information is aged. The primary source is the Michael Dyson (MD) stock condition survey from 2018. A new survey is planned imminently to refresh the information. While the use of stock survey data is common practice in social landlords, it is typical to keep this data refreshed with more regular survey updates. It is usual to survey 20% of the stock each year to ensure that all information is within the last five years.
- 5.2 While the MD stock condition data is not current, it is still likely to be valid in most cases to project when items are likely to fail and can still be a valid source of information.
- 5.3 The use of the life cycle information to plan future investment needs to be supplemented with on-site inspections to validate the proposed works. It is reasonable to use life cycles as indicators of replacement dates, but they will not always work, particularly for components' with long lives, like roofs.
- 5.4 The principle of replacing elements just ahead of the lifecycle expiry date is sound as it reduces the chance of component failure and resulting repairs. This is common practice among social landlords. This has become less common in recent years as the financial challenges are leading to a more pragmatic approach to only replace/ renew items when essential. This can

be after items have started to fail. Both approaches have merit but there needs to be clarity on the preferred approach to enable this to be explained to residents as part of the engagement process. Either process needs to be supported with on-site inspections to validate current condition and life expectancy and options for remedial works to extend life.

Programme impact on leaseholders

- 5.5 Currently there is no consideration of the number of leaseholders impacted by specific works programmes. Officers could not advise on the number of leaseholders likely to be affected by the 2024/25 programme. While this means that priorities are not influenced by the number of leaseholders in particular blocks, it also means that the practicality of programme delivery is not considered. There are additional consultation stages to execute to meet Sc 20 obligations where leaseholders are involved, if the council wishes to recover costs. This will delay the start on site date. There will also be financial implications arising from the inclusion of leaseholders within schemes and the timing of cost recovery. This is covered in 4.12 – 4.15 above.
- 5.6 There needs to be more transparency of future investment plans and clear resident involvement in planning. This is a requirement of the new Consumer Standards which TBC needs to meet with effect from April 2024.

6. Works Procurement & Contract

- 6.1 TBC must comply with UK Procurement legislation. This requires a contract of this value to be advertised to enable open competition. The procurement legislation is designed to provide open competition and prevent public sector organisations offering work to favoured companies. Large contracts cannot be broken down into smaller packages to enable them to be under the value guidelines. TBC must advertise its major investment contracts to ensure fair competition. This will tend to preclude small, local contractors competing.
- 6.2 TBC has opted to enter into a Qualifying Long Term Agreement for its asset investment works on a 5 year plus 5 year basis, to provide a contractor to deliver its investment programmes. This is a common route used in the public sector.
- 6.3 This route has the advantages of a single procurement exercise to cover multiple trades and work streams. It gives the client a single point of contact for all works, which should reduce administration, compared to managing multiple contractors. The work volumes offered to the contractor should also bring economies of scale and a competitive price. The value for money *may* be adversely impacted by the timing and competition for the contract. CT is not aware of any adverse factors affecting Tamworth's procurement.

- 6.4 This single point contract also enables the consultation required with leaseholders as part of Sc 20 of the Landlord & Tenant Act to be covered for a single procurement rather than being undertaken several times for several procurements.
- 6.5 There are elements of the single procurement which are challenging. The high contract value, believed to be in excess of £40m for TBC, significantly reduces the number of contractors with the capacity and resources to meet the pre-qualification tender criteria. It excludes local SMEs as primary contractors, although they may be able to work for the winning bidder within a sub-contractor framework. The contract also includes conditions, such as the Social Value criteria and reporting criteria, which are likely to preclude some contractors from applying, or qualifying if they do apply. It is unlikely that any contractor will have the inhouse resource to provide all services through directly employed staff so there is inevitably sub-contracting. This is likely to make the method of delivery, at least in part, a management contract, co-ordinating various sub-contractors. This may be seen as adding additional management costs.
- 6.6 While overall the procurement process tests the market and should give good value, it is inevitable that a contractor will have areas of work that it is able to deliver more economically than others. This pricing mechanism results in a competitive average cost and a levelling of prices across all work streams. Some may be more expensive than a trade specific procurement and some may be cheaper.
- 6.7 Leaseholder consultation on a QLTA precludes the leaseholders from nominating contractors as the local contractors likely to be familiar to leaseholders will not meet the pre-qualification criteria. The council-wide, multi-works nature of the contract can also make it difficult for leaseholders to comment on the proposals as the consultation must be very general to cover all the work types and many may not be relevant to the individual. This complexity can be mitigated with additional explanatory information. The inference that CT has gained from attending meetings with leaseholders is that the consultation for this QLTA was confusing for leaseholders and meant some leaseholders felt unable to comment.
- 6.8 CT's comments on the process and leaseholder reaction are covered separately in **Section 4 - Leaseholder Consultation**.

7. Contract Prices & Management

- 7.1 The procurement exercise tested the market and should result in a competitive pricing structure for the full range of works. However, as stated in 6.6, by amalgamating a variety of trades into a wide ranging contract, the rates offered will be an average across trades and individual trades may be more or less competitive than a trade specific procurement as a result.

- 7.2 Comparative roof pricing – CT has been advised that leaseholders have sought comparative costs from local roofing suppliers who appear to be offering much better value than the Wates price. It is often the case that a small local trader will apparently offer a more competitive price than the one obtained through the Council’s main procurement process. This can be for several reasons;
- a) It is likely that the local contractor is **working to a simpler specification** than the one required by the council. It is unlikely that the leaseholder seeking the price will include all the conditions required by the council. This will typically include additional health and safety and working condition requirements. The council’s conditions are likely to be more stringent than those generally used by small traders for materials handling, disposal, working practices, supervision and quality control.
 - b) The small local contractor will not need to consider for example adding social value or having apprenticeship programmes. While these may not individually add value to the job, they are an integral part of the council’s considerations and the method of operation it expects. These add cost.
 - c) The local contractor will have a simpler set up and lower overheads enabling a lower price to be offered. The large contractors need the administration to enable them to compete in the procurement market for these large contracts. This comes at a cost. The administration will probably include more rigorous health and safety requirements, social value employees, and more support staff, such as resident liaison.
 - d) The larger contractor will usually have better reporting mechanisms to provide performance information on the contract delivery. Most large public sector contracts will have performance management information requirements within the contract. Again, these come at a cost.
 - e) A smaller local contractor is more likely to have ad hoc employment arrangements for operatives to meet peak demand. This is a potential risk in relation to H&S and delivery practices.
 - f) A large contractor, such as Wates, should be able to offer insurance backed guarantees for the roof renewal which should give leaseholders some comfort. This is less likely to be available from a smaller contractor. This guarantee also has a cost which will be included in the rates.
 - g) The overarching point is that a price from a small independent contractor does not contain many elements included in the price from the large contractor. Many small contractors are not able to compete for the larger contracts because they can not comply with those requirements. Moreover, those extra elements are not unreasonable.

- h) It is more relevant to ask: Has the QLTA been procured, and are its terms in compliance with regulation? Our view is that the answer to both questions is: Yes.
- 7.3 Leaseholders have commented that they have been confused by letters from Wates around the extent of works shortly following the contract award. This appears to have been sent ahead of the formal contract agreement. Officers have not been able to clarify why these letters were sent by Wates. It is thought to relate to a previous contract. CT has sought but has not yet received clarity on this point.
- 7.4 The Council needs to set out the specific requirements for works covered within the procurement, such as remedial works or roof renewal. Wates will then prepare a cost for the works identified. It is important that this specification is site appropriate and does not allow the contractor to inflate the works and add to the cost. This will be key in estimating the cost of remedial works as there are a different sets of works to each roof. This will impact on the costs passed to leaseholders. Similarly, actual delivery must be closely managed to ensure that any variations from the specification are closely managed and costed.

Inflation

- 7.5 Officers and leaseholders have both raised the price impact of work now as opposed to work in 10 years. TBC has advised that the Wates contract has a CPI factor to increase rates. In principle, with this in place spend now or spend later should be cost neutral on a Net Present Value basis. Although the actual cost will be higher later, if it aligns with inflation and TBC income it will be no different in real terms. If rents go up above CPI, TBC may be better off to defer based on the current Wates contract. It will impact differently for some leaseholders whose income may not align with moves in inflation.
- 7.6 CT considers that the main issue for TBC is its financial capacity. Spending will need to be smoothed to deal with peaks and troughs. This will mean that some works will be earlier than the life cycle replacement. TBC can plan which elements are replaced early. In practice something with a long life, such as a roof is less impacted in terms of its condition by a delay of a few years rather than something like heating systems and electrics which have a shorter life and may benefit from being brought forward. Also, items such as boilers and in-dwelling electrics do not have a leaseholder impact and there is no requirement to consider a discount for premature renewal.

8. Roof Inspections

- 8.1 TBC identified 39 homes in B78 and B79 post codes. These homes are typically four flats, two upstairs and two down, covered by a pitched roof with hip ends. The roof is shared although there are separate loft spaces on either side of the party wall. CT commissioned its partner surveying practice, Faithorn Farrell Timms (FFT), to undertake the roof inspections, including the loft space where access was provided.
- 8.2 Letters were sent to all homes and CT thanks TBC residents for assisting with door knocking to secure appointments for roof and loft inspections. We were able to gain access to 22 of the properties. The remaining properties were surveyed externally.
- 8.3 The full report is enclosed as Appendix 2 with the detail of each roof and recommended remedial works in Appendix 3. The headline position is that the existing roof coverings have circa 10 years life left in them. The roof coverings have reached the end of their estimated life expectancy, but there were no obvious signs of leaks and the roof coverings are in the main in good order. Other elements of some of the roofs, such as the sarking felt, the fascia's and soffits have either perished or are in need of replacement.

Remedial Works

- 8.4 The tile coverings to the roofs do not appear to need immediate replacement (there is one exception to this). Various remedial works have been identified to extend the life of the roofs and to provide an estimated 10 year life. CT recommends that TBC assesses the costs of the remedial works to each, using its QLTA, to enable a decision to be made on the value of progressing with the remedial works rather than full replacement. Access equipment will be needed to undertake roof repairs. TBC should consider if other works are appropriate to be undertaken while access is in place.

Further surveys

- 8.5 If remedial works are implemented, CT recommends that the roofs are inspected again in five to seven years to re assess the roof life and timing of renewal.

Timing of full replacement

- 8.6 While the roof life can be extended, the council may decide that it is more economically beneficial to them to replace all the roofs as part of a single wider programme of replacements as opposed to replacing them on a more ad-hoc basis. It may be that the council has funding now but cannot guarantee future finances or has other works identified in future years that will preclude funding roof replacement. The council may therefore feel it is

beneficial to replace all the roofs sooner. There is also the possible benefit that undertaking the works now, will mean they will be completed at a cheaper cost than in 10 years time. The relative real time costs will depend on inflation and the contract conditions.

Premature renewal

- 8.7 If the roofs are replaced imminently, CT recommends that leaseholders should be offered a discount to reflect premature renewal of the roofs. The size of the discount will depend on the timing but if it is assumed that the roofs are renewed now, it is approximately 8 to 10 years ahead of the end of life date. Assuming the revised life is 80 years, the eight year early renewal is a 10% reduction in the roof life and a 10% discount could be offered. It must be remembered that the actual cost of the roof is not reduced and the discount will be funded from tenant's rents. CT would not recommend replacing the roofs early as TBC will use rent income to subsidise leaseholders rather than waiting to the end of the component lifespan and fully recovering all qualifying costs.

Sarking Felt

- 8.8 There has been discussion over the function of and need to replace the sarking felt as it is in poor condition on many roofs. It is not normal practice to retrofit sarking felt, as it would mean stripping the roof off. The felt would also end up getting replaced again when the roofs are renewed, which is likely significantly ahead of the felt's life. Sarking felt is not an essential for pitched roofs and there will be many older properties without it. If the roof covering is in good order and there are no leaks the omission of sarking felt is not an issue, as it is basically a secondary measure to prevent any water ingress if the roof covering fails. It does prevent wind and dust entering the loft space, but its main function is to prevent water ingress. Sarking felt can also have a negative impact if it's not breathable. It can create condensation in a loft space during cold spells. The retrofitting of sarking felt is likely to be complicated and not cost effective if the roof covering itself is not being replaced. It is therefore recommended to only deal with sarking felt failure when the roof is replaced in its entirety.

Proposed Works

- 8.9 There is likely to be a benefit in undertaking remedial works costing no more than several thousand pounds per roof, rather than the estimated renewal cost of £40,000. This will extend roof life although the precise life extension cannot be guaranteed. It will give leaseholders a prolonged opportunity to plan for the expenditure.

9. Conclusions

- 9.1 Tamworth Borough Council has followed common practice in the sector to seek a multi-works, multi-million pound contract to deliver its investment in its housing stock. This type of Qualifying Long Term Agreement (QLTA) contract must conform to the procurement regulations, which will usually exclude small, local contractors from applying. The procurement is compliant from the evidence CT has seen.
- 9.2 Although the process is generally compliant, the information passed to leaseholders was confusing. The consultation would have benefitted from additional explanatory information to make it more relevant.
- 9.3 TBC's record keeping has been poor and has on occasion caused confusion when supplementary information has been sent to leaseholders with incorrect dates.
- 9.4 TBC would also benefit from having a clear policy on payment options for leaseholders.
- 9.5 TBC would also benefit from updating its lease conditions and having retained specialist advice.
- 9.6 Officers acknowledge that stock condition information is aged and it is understood that there is a commission in place to rectify this. This does not preclude the use of this data to prepare investment plans. TBC's method of using life cycle information and stock data to formulate its investment decisions is typical in the sector.
- 9.7 The investment plans appear to be over reliant on life cycle information and would benefit from on-site surveys to validate proposed investment.
- 9.8 Works programme planning and consequent financial planning appears to be short-term and is not published making it hard for tenants and leaseholders to know when works are planned to their homes. Better information needs to be disseminated to residents.
- 9.9 The QLTA agreement may result in price differences to what leaseholders may expect from local contractors, but TBC has followed a typical route and there are clear reasons for cost differences as set out in section 7. above.
- 9.10 The survey of the sample roofs suggest that, with minor remedial works, the roofs can expect to last another 10 years. TBC needs to assess the costs of these remedial works to validate their medium term value.
- 9.11 TBC may still wish to replace the roofs ahead of the end of life if this is necessary to smooth overall investment. Earlier renewal will result in the need to offer leaseholders a discount for premature renewal. TBC may also need to seek a determination from the Tribunal to progress the works and confirm that the level of discount offered is reasonable.

- 9.12 TBC should inspect the loft interiors in five to seven years to check on condition and review the roofs life expectancy.
- 9.13 TBC has clearly tried to comply with legislation in procuring works and consulting leaseholders on timing and costing. While generally compliant, there is room for improvement in its processes, its investment planning and leaseholder consultation in ways we have outlined in the body of this report.

Appendix 1: Repayment Options Policy

Attached Separately

Appendix 2: Roof Condition Report

Attached Separately

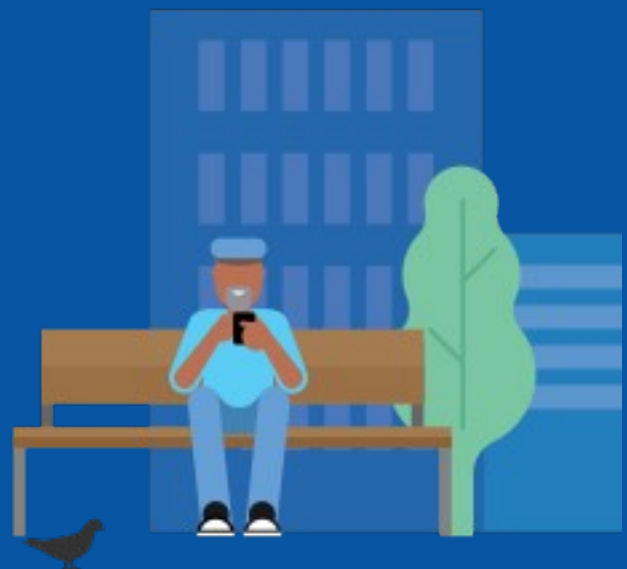
Appendix 3: Schedule of Roof Survey data

Attached Separately

CAMPBELL TICKELL

Telephone +44 (0)20 8830 6777
Recruitment +44 (0)20 3434 0990

info@campbelltickell.com
www.campbelltickell.com
@CampbellTickel1



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Appendix A - Notice of Intention - Qualifying Works

NAME
ADDRESS
ADDRESS
ADDRESS
POSTCODE

DATE

Dear «Name» (name of leaseholder/name of recognised tenants' association)

LANDLORD'S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A QUALIFYING WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to enter into an agreement to carry out works that relate to the building and/or estate (if applicable) that your property forms a part:

insert description of the works

These services are considered necessary for the following reason/s:

insert reason for the works

As the proposed services affect the building or estate that your property forms a part and under the terms of your lease you have an obligation to contribute towards the cost of these services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

Please note that this is the first stage of consultation and estimates for these services will not be known until the contract is tendered. You will be notified of your individual estimated contribution during the second phase of consultation.

You also have the right to nominate a person or organisation that you would like us to approach for a tender. Please note that any nominated contractor that we approach may be rejected if they do not meet the reasonable requirements of Tamworth BC's Procurement Policy which are:

Appendix A - Notice of Intention - Qualifying Works

The contractor should be able to provide evidence of public liability insurance, a valid tax exemption certificate, confirmation of VAT status, and copies of their health and safety policy. We may also ask for evidence of experience carrying out similar kinds of work and references. In some cases, we may also need to assess credit records.

Where a single nomination is made by only one leaseholder, we will try to obtain an estimate from this person/organisation. Where a single nomination is made by more than one leaseholder, we shall try to obtain an estimate:

- a. from the person who received the most nominations; or
- b. if there is no such person, but two (or more) persons received the same number of nominations and in excess of the nominations received by any other person, from one of those two (or more) persons; or
- c. in any other case, from any nominated person

All comments, observations and or nominations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20_30_Day_Expiration.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

- 1) Section 20 of the Landlord and Tenant Act 1985 (as amended) provides that a landlord must consult leaseholders who are required under the terms of their leases to contribute to costs incurred under qualifying works, where the contribution of any one leaseholder will exceed £250.

Appendix A - Notice of Intention - Qualifying Works

- 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 proposed works 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 leaseholder, 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 leaseholder or recognised tenants' association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act.

Appendix A - Notice of Intention - Qualifying Works

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

I would like to nominate a Contractor to bid for this work. The name and full address of the Company/person is:

Name (please print):

Signed:

Contact Telephone Number:

Date:

Appendix B - Notification of Proposed Contract - Qualifying Works

NAME
ADDRESS
ADDRESS
ADDRESS
POSTCODE

DATE

Dear «Name»

LANDLORD'S PROPOSAL TO ENTER INTO A CONTRACT FOR QUALIFYING WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you further to our letter of (insert date) that we intend to enter into an agreement for the following works that relate to the building and/or estate (if applicable) that your property forms a part. The consultation period in respect of the notice of intention ended on (insert date):

«insert description of works»

These works are considered necessary for the following reason/s:

«insert reason for the works»

We have now obtained estimates for these works. We approached No_of_Contractors_Approached contractors to provide tenders and received No_of_Estimates_Returned returns. We have shortlisted **two** contractors and enclose details, as required by law, on the attached Statement of Estimates. This includes your estimated contribution towards the work.

We currently propose to select **Tender A**.

As the proposed works affect the building that your property forms a part, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20_30_Day_Expiration.

You can view the actual estimates and any supporting documentation at this office. If this isn't too large, we are happy, on request, to send you a copy. If this isn't practical, or you would like to see further evidence of the supporting documentation, you can make an appointment to inspect the priced

Appendix B - Notification of Proposed Contract - Qualifying Works

specification, the estimates and all relevant documentation at this office from Monday to Friday between the hours of 9am-5pm. If you would like to arrange an appointment, please contact «insert name» beforehand on «telephone number».

Please note that this is not a demand for payment. An invoice for these works will only be produced on practical completion of these works.

Below is a summary of the written observations received during the consultation period of the Landlords Notice of Intent and a summary of our response.

No written observations were received during the consultation period.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.

Appendix B - Notification of Proposed Contract - Qualifying Works

3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Appendix B - Notification of Proposed Contract - Qualifying Works

STATEMENT OF ESTIMATE

This Statement of Estimates provides detail of the two estimates short-listed from the tenders received. We presently propose to accept «Contractor A» as we believe that contractor offers the best value for money. We are unaware of any relationship as defined by SI 2003 No1987 Schedule 1 (5) (5) between the proposed contractor and members of Tamworth BC or its subsidiaries.

Your proportion of costs is calculated by distinguishing the amount rechargeable to your block and apportioning costs using the formula laid down in your lease agreement. Under the terms of your lease, you will be required to contribute approximately Percentage% towards these costs. Your contribution is also subject to a «10%» management fee.

TENDER A

CONTRACTOR:	Name of Contractor A of Address
CONTRACT COST:	£Value of Tender A inclusive of VAT
CONSULTANT:	Name of Consultant
CONSULTANT'S RATE:	£Professional fees inclusive of VAT
CONTRACT COST (INCL):	£Total Value of Tender A including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block:	£Tender A Block Cost
Estimated Cost to Block (incl):	£Tender A Block Cost including Professional Fees
Your total estimated cost:	£Estimate A including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

£Estimate A including Professional Fees and Management Fee

Appendix B - Notification of Proposed Contract - Qualifying Works

TENDER B

CONTRACTOR: Name of Contractor B of Address
CONTRACT COST: £Value of Tender B inclusive of VAT
CONSULTANT: Name of Consultant
CONSULTANT'S RATE: £Professional fees inclusive of VAT
CONTRACT COST (INCL): £Total Value of Tender B including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender B Block Cost
Estimated Cost to Block (incl): £Tender B Block Cost including Professional Fees
Your total estimated cost: £Estimate B including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

£Estimate B including Professional Fees and Management Fee

Appendix B - Notification of Proposed Contract - Qualifying Works

Delete if not applicable Please note that as you are within the initial or reference period of your purchases under the Right to Buy or Right to Acquire scheme your contribution for these works is « S125_Cap_»

Appendix B - Notification of Proposed Contract - Qualifying Works

Payment Options

It is recognised that charges arising from works can cause hardship and, although you are not required to pay anything on the enclosed estimate, an invoice will be sent to you once the works have been completed.

The invoice will be payable within 28 days therefore it is important that you begin to consider how you will finance your share of the costs. If you believe that you will not have sufficient funds to pay the invoice when it is sent the following options may be of assistance to you:

- 1) You could consider setting up a savings account in the interim that you can make regular payments into and those savings would normally earn you interest.
- 2) If you have a mortgage from a Building Society or Bank, you can approach them to extend your mortgage to cover the cost of the works.
- 3) You may want to investigate whether you can secure a loan with a lower rate of interest from a reputable external provider.
- 4) If you are on a low income (whether you are already in receipt of benefits or not), the charge may sufficiently increase your housing costs to qualify you for further assistance.

You will be sent the telephone numbers of those agencies that may be able to assist in assessing your situation when you are sent your invoice.

Are you in debt and in need of advice?

For basic advice on debt, please contact insert name.

For specialist independent debt advice, you can call the National Debt helpline free on 0808 808 4000 Monday to Friday 9am to 9pm and Saturday 9.30am to 1pm. Or visit www.nationaldebtline.co.uk

The National Debt line is a national telephone help line for people with debt problems. The service is free, confidential and independent. The service provides self-help advice to its callers and also produces booklets and fact sheets on managing debt. The service can also help callers with Debt Management Plans

Appendix B - Notification of Proposed Contract - Qualifying Works

Quality of Works Feedback Form

THIS FORM RELATES TO ONGOING WORKS AND SHOULD NOT BE
RETURNED BEFORE THE WORKS COMMENCE.

We want you to be happy with the quality of works we intend to carry out.

If you are therefore dissatisfied with any aspect of the works, please complete the section below and return it to us at:

«Contact Name»
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

It is important that you contact us at the earliest possible opportunity so the matter can be investigated promptly.

Scheme: Scheme ref
Works: insert description of works

Works Ref: «works ref»
Name: Name
Address: «Property Address»

Comments	Location	Date of Observation

Name (please print):

Signed:

Contact Telephone Number:

This will only be used if we need to contact you for clarification.

Date:

Appendix D - Notice of Intention - Qualifying Works where Public Notice is required

NAME
ADDRESS
ADDRESS
ADDRESS
POSTCODE

DATE

Dear «Name» (name of leaseholder/name of recognised tenants' association)

LANDLORD'S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A QUALIFYING WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to enter into an agreement to carry out works that relate to the building and/or estate (if applicable) that your property forms a part:

insert description of the works

These services are considered necessary for the following reason/s:

insert reason for the works

As the proposed services affect the building or estate that your property forms a part and under the terms of your lease, you have an obligation to contribute towards the cost of these services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

Please note that this is the first stage of consultation and estimates for these services will not be known until the contract is tendered. You will be notified of your individual estimated contribution during the second phase of consultation.

Please note that you DO NOT have the right in this instance to nominate a person or organisation that you would like us to approach for a tender. This is because under UK procurement rules, due to the value of the contract we are required to advertise the contract by public notice using the Find A Tender service.

Appendix D - Notice of Intention - Qualifying Works where Public Notice is required

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20_30_Day_Expiration.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

- 1) Section 20 of the Landlord and Tenant Act 1985 (as amended) provides that a landlord must consult leaseholders who are required under the terms of their leases to contribute to costs incurred under qualifying works, where the contribution of any one leaseholder will exceed £250.
- 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 proposed works 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 leaseholder, 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 leaseholder or recognised tenants'

Appendix D - Notice of Intention - Qualifying Works where Public Notice is required

association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act.

Comments and Observations Form

THIS FORM RELATES TO PROPOSED WORKS/SERVICES AND SHOULD BE RETURNED BEFORE THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on S20_30_Day_Expiration. If you would like to make any comments or observations about the work, please complete the section below and return it to us at:

«Contact Name»
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

Any comments or observations must reach us by S20_30_Day_Expiration to be considered.

Scheme: «Scheme ref»
Works: «insert description of works»

Works Ref: «works ref»
Name: Name
Address: «Property Address»

Comments/Observations

Appendix D - Notice of Intention - Qualifying Works where Public Notice is required

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

Name (please print):

Signed:

Contact Telephone Number:

Date:

Appendix C - Notification of Award of Contract - Qualifying Works

Name
Address
Address
Address
Postcode

DATE

Dear «Name» (name of leaseholder/name of recognised tenants' association)

LANDLORD'S NOTICE OF REASONS FOR AWARDING A CONTRACT TO CARRY OUT WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

This notice is given following the statement of estimates issued on (insert date of notice of proposals). The consultation period in respect of the notice of proposals ended on (insert relevant date).

We have now entered into an agreement for provision of the (insert description of the works) first described in the notice of intention dated (insert date of notice of intention) with (name of chosen contractor).

Our reasons for doing so are (state reasons) (see Note 1 below)

or

A statement of our reasons for doing so may be inspected at (specify place and hours for inspection) (see Notes 1 and 2 below)

We did not receive within the consultation period any written observations in relation to the statement of estimates given on (insert date of notice of proposals) (see Note 3 below)

The written observations in relation to the proposals received during the consultation period may be summarised as follows: (insert summary of observations). Our response to the observations is (state response) (see Note 3 below)

or

A summary of the written observations received during the consultation period, together with our response to them may be inspected at (specify place and hours for inspection) (see Notes 2 and 3 below)

Appendix C - Notification of Award of Contract - Qualifying Works

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

1. Landlords do not need to send out this notice of reasons and summary/responses if:
 - a. the chosen contractor was nominated by a leaseholder, or
 - b. the chosen contractor was the person who submitted the lowest estimate.
2. Where a notice specifies a place and hours for inspection:
 - a. the place and hours so specified must be reasonable; and
 - b. copies of the documents 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 and at the times at which the documents may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the documents.
3. Where a landlord has received written observations within a consultation period in relation to a statement of estimates in relation to proposed works, he is required to summarise the observations and respond to them within a notice of his reasons for awarding a contract.

Appendix C - Notification of Award of Contract - Qualifying Works

Appendix J - Qualifying LTA – Services or Works - Notification of Proposals where Public Notice required

Name
of the Current Homeowner
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

DATE

Dear (Name)

LANDLORD’S PROPOSAL TO ENTER INTO A CONTRACT FOR A QUALIFYING
LONG-TERM AGREEMENT FOR WORKS/SERVICES
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

We wrote to you on (insert date) to let you know of our intention to enter into a new long-term agreement to make sure that your home is properly maintained. I am writing to inform you that, subject to your observations, we intend to enter into an agreement for the following works/services that relate to the building and/or estate (if applicable) that your property forms a part:

«insert description of works/services»

These works are considered necessary for the following reason/s:

«insert reason for the works/services»

We have now obtained estimates for these works. We approached No_of_Contractors_Approached contractors to provide tenders and received No_of_Estimates_Returned returns. We have shortlisted two contractors and enclose details, as required by law, on the attached Statement of Estimates. This includes your estimated contribution towards the work.

We currently propose to select Tender A.

This Notice is the second stage in the process and does not mean that any works are due to take place on your building imminently. This process is to put in place the contracts, which will allow us to deliver our (insert description of contract here i.e. major and planned works) in the future, as part of our planned investment programme.

At the point we identify any works that are required to your building, there will be a further consultation notice when the programme is agreed, prior to commencement of any works (where the cost to you of the works would exceed the relevant threshold - currently £250). This will provide details of the proposed works and the estimated costs and you will again be invited to submit observations before the works are carried out.

«Contact Name» As the proposed works/services affect the building that your property forms a part, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.
Address_Line_1
Address_Line_2
Address_Line_3

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20_30_Day_Expiration.

You can view the actual estimates and any supporting documentation at this office. If this isn't too large, we are happy, on request, to send you a copy. If this isn't practical, or you would like to see further evidence of the supporting documentation, you can make an appointment to inspect the priced specification, the estimates and all relevant documentation at this office from Monday to Friday between the hours of 9am-5pm. If you would like to arrange an appointment, please contact «insert name» beforehand on «telephone number».

Below is a summary of the written observations received during the consultation period of the Landlords Notice of Intent and a summary of our response.

No written observations were received during the consultation period.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»

insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

STATEMENT OF ESTIMATE

This Statement of Estimates provides detail of the two estimates short-listed from the tenders received. We presently propose to accept «Contractor A» as we believe that contractor offers the best value for money. We are unaware of any relationship as defined by SI 2003 No1987 Schedule 1 (5) (5) between the proposed contractor and Tamworth BC.

Your proportion of costs is calculated by distinguishing the amount rechargeable to your block and apportioning costs using the formula laid down in your lease agreement. Under the terms of your lease, you will be required to contribute approximately Percentage% towards these costs. Your contribution is also subject to a «10%» management fee.

TENDER A

CONTRACTOR: Name of Contractor A of Address
CONTRACT COST: £Value of Tender A inclusive of VAT
CONSULTANT: Name of Consultant
CONSULTANT'S RATE: £Professional fees inclusive of VAT
CONTRACT COST (INCL): £Total Value of Tender A including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender A Block Cost
Estimated Cost to Block (incl): £Tender A Block Cost including Professional Fees
Your total estimated cost: £Estimate A including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

£Estimate A including Professional Fees and Management Fee

TENDER B

CONTRACTOR: Name of Contractor B of Address

CONTRACT COST: £Value of Tender B inclusive of VAT

CONSULTANT: Name of Consultant

CONSULTANT'S RATE: £Professional fees inclusive of VAT

CONTRACT COST (INCL): £Total Value of Tender B including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender B Block Cost

Estimated Cost to Block (incl): £Tender B Block Cost including Professional Fees

Your total estimated cost: £Estimate B including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

£Estimate B including Professional Fees and Management Fee

Delete if not applicable Please note that as you are within the initial or reference period of your purchases under the Right to Buy or Right to Acquire scheme your contribution for these works is « S125_Cap_»

Payment Options

It is recognised that charges arising from works can cause hardship and, although you are not required to pay anything on the enclosed estimate, an invoice will be sent to you once the works have been completed.

The invoice will be payable within 28 days therefore it is important that you begin to consider how you will finance your share of the costs. If you believe that you will not have sufficient funds to pay the invoice when it is sent the following options may be of assistance to you:

- 1) You could consider setting up a savings account in the interim that you can make regular payments into and those savings would normally earn you interest.
- 2) If you have a mortgage from a Building Society or Bank, you can approach them to extend your mortgage to cover the cost of the works.
- 3) You may want to investigate whether you can secure a loan with a lower rate of interest from a reputable external provider.
- 4) If you are on a low income (whether you are already in receipt of benefits or not), the charge may sufficiently increase your housing costs to qualify you for further assistance.
- 5) Leaseholders who have exercised their Right to Buy as a secure tenant within the last 10 years may have the Right to a Loan from their Local Authority under s450(A) of the Housing Act 1985 (as amended). It is only available for service charges relating to repairs, renewal and maintenance and if the demand is for more than £1,500 (value as at 1992, which is updated annually for inflation).

You will be sent the telephone numbers of those agencies that may be able to assist in assessing your situation when you are sent your invoice.

Are you in debt and in need of advice?

For basic advice on debt, please contact insert name.

For specialist independent debt advice, you can call the National Debt helpline free on 0808 808 4000 Monday to Friday 9am to 9pm and Saturday 9.30am to 1pm. Or visit www.nationaldebtline.co.uk

The National Debt line is a national telephone help line for people with debt problems. The service is free, confidential and independent. The service provides self-help advice to its callers and also produces booklets and fact sheets on managing debt. The service can also help callers with Debt Management Plans

Name (please print):

Signed:

Contact Telephone Number:

Date:

Quality of Works Feedback Form

THIS FORM RELATES TO ONGOING WORKS AND SHOULD NOT BE RETURNED BEFORE THE WORKS COMMENCE.

We want you to be happy with the quality of works we intend to carry out.

If you are therefore dissatisfied with any aspect of the works, please complete the section below and return it to us at:

«Contact Name»
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

It is important that you contact us at the earliest possible opportunity so the matter can be investigated promptly.

Scheme: Scheme ref
Works: insert description of works

Works Ref: «works ref»
Name: Name
Address: «Property Address»

Comments	Location	Date of Observation

Name (please print):

Signed:

Contact Telephone Number:

This will only be used if we need to contact you for clarification.

Date:

Section 20 Consultation Explained

Introduction

Consultation around costs which affect Leaseholders can be a complicated subject. We have written this guidance in order to give you a better understanding of the legislation involved and processes Tamworth BC follows in order to carry out work or enter into long-term agreements with contractors.

Most properties will, at some point, need more than day-to-day maintenance work in order to remain in good condition. Some Leases will define exactly what Tamworth's obligations are in relation to carrying out 'major work' but in other circumstances Tamworth will make an informed decision on whether this work is required, which may involve third party consultants' professional opinions and recommendations.

What do you mean by 'Major Works'?

We define Major Works as repair work which could not be accurately described as day-to-day maintenance and which would cost any one leaseholder more than the statutory threshold of £250. Examples could include the replacement of common parts lighting, re-decoration of internal common parts or a replacement roof.

What is Section 20?

Section 20 is a specific part of housing law, namely, Section 20 of the Landlord & Tenant Act 1985 (amended by section 151 of the Commonhold & Leasehold Reform Act 2002). Under the terms of your lease, you must pay towards the cost of services or work to the building your home is in or the estate it is on. You do this by paying a service charge. Under Section 20, we must consult you about some of the work and services you must pay for.

What do you mean by 'Consultation' ?

Tamworth BC is committed to involving our leaseholders in every stage of works which may affect their home. The consultation process is an invaluable opportunity to provide a two-way dialogue, which allows us to keep you informed of our plans, timescales and the costs involved in any work.

As well as the formal consultation under Section 20 that we are required to carry out, we aim to ensure you are involved in the following key stages:

- When the works are first planned
- Before the works start
- While the works are in progress
- When the works have been completed

When is Tamworth BC required to consult with me about work under Section 20?

We must consult with leaseholders when one, or more, of the following conditions are met:

- If we plan to carry out work which will cost any one leaseholder more than £250. This includes repairs and maintenance to your building and estate.
- If we plan to enter into a long-term agreement (for more than 12 months) with outside contractors for work, supplies or services which will cost any

one leaseholder more than £100 a year. Examples include servicing contracts, responsive repairs contracts, planned maintenance contracts.

- If we plan to carry out work under a long-term agreement where the work will cost any one leaseholder more than £250.

How can I take part in the consultation?

The consultation notices will contain information about what we plan to do, why it is necessary and also give you the opportunity to send us written comments about the proposals within 30 days. We must carefully consider any observations we receive from leaseholders during the consultation period and respond within 21 days.

How are leaseholders consulted about work Tamworth BC wishes to do under a long-term agreement ?

We will carry out work or provide a service that is covered under a long-term agreement with a contractor, for example day-to-day repairs, planned maintenance works. We will have consulted with you about the original agreement, perhaps some years ago, but we must consult with you again if we are going to do work using a long-term agreement. You will be able to comment on the work but you will not be able to nominate a contractor because we have already chosen one.

Does Tamworth BC have any long-term agreements in place currently?

Yes, we have a long-term agreement for planned maintenance works with the Wates Group and one with Engie for day-to-day repairs, which includes those to communal areas. These agreements are for 10 years and started on 1st April 2020. We consulted with you on the agreements in 2019.

If we are intending to do work under either of these agreements, that will cost any one leaseholder more than £250, we will always consult with you on specific works planned.

Why are you doing such large contracts - couldn't you just consult my individual building?

Procuring individual works contracts causes delays and can add substantial costs. It also brings greater uncertainty on tender rates in a changing market. These long-term agreements should allow us to better use our purchasing power to secure more competitive rates and provide greater cost certainty and stability over time.

Can I nominate my own contractor?

In some circumstances you will have the right to nominate a contractor to tender for the works. This does not apply to cases where we have to advertise contracts by way of public notice. We will advise you in the relevant notice if you are able to nominate a contractor.

We will try to obtain a quote from a nominated contractor. However, it should be noted that we will need proposed contractors to meet certain requirements before being considered. The nominated contractor should be able to provide evidence of public liability insurance, a valid tax exemption certificate, confirmation of VAT status, and copies of their health and safety policy. We may also ask for evidence of experience carrying out similar kinds of work and references. In some cases, we may also need to assess credit records.

What is a 'public notice'?

Sometimes the value of a contract, we intend to enter into, will exceed the set procurement threshold of £5,372,609 for Works or £214,904 for Supplies and Services. In this circumstance Tamworth must issue a public notice, which allows tenders to be invited from contractors from across the UK.

What is a 'Notice of Intention'?

This is a formal letter which we send to you, which specifically outlines the nature of the work or service we plan to carry out. Once a 30 day consultation period has expired a 'Notice of Estimate' or 'Notice of Proposal' (in the case of services, rather than works) is sent to you outlining what costs we expect in relation to the work.

What is a 'Notice of Estimate' or 'Notice of Proposal' ?

This is a formal letter which sets out the details of the winning and second place contractors/service providers, details of the works/services as well as estimated costs.

How long will consultation take?

There are a few different scenarios which can be followed which relate to the four schedules for differing Section 20 Consultation processes and it will depend to some extent, which route Tamworth is taking, but in general a typical consultation process may take around three to four months.

What happens if Tamworth BC doesn't consult with its leaseholders?

If we do not follow the regulations, we are limited to how much we can charge you for the work or service. Currently, the limits are £250 per item of repair works and £100 for services that we provide under a long-term agreement. In certain circumstances, we can apply to the First tier Tribunal (FtT) for 'dispensation'. If the FtT give us dispensation, we would not have to follow the rules fully. However, we would have to satisfy the FtT that we had taken all reasonable steps to make leaseholders aware of our plans or that the situation was an emergency.

Where can I get further independent advice?

There are many reliable and accurate resources available online. The Leasehold Advisory Service (LEASE) and Citizens Advice both provide independent advice. LEASE is an independent organisation set-up by Government to provide impartial advice and around matters concerning Leaseholders (<http://www.leaseadvice.org/>).

If you prefer to talk to someone in person you may like to visit your local Citizens Advice Centre.

Appendix H
Stage 3 - Award of contract - long-term agreement

Name
Address
Address
Address
Postcode

DATE

Dear «Name»

LANDLORD'S NOTICE OF REASONS FOR MAKING A LONG-TERM AGREEMENT
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

This notice is given following the consultation with leaseholders on a notice of proposals to enter into a long-term agreement issued on (insert date of notice of proposals). The consultation period in respect of the notice of proposals ended on (insert relevant date).

We have now entered into an agreement for provision of the (insert description of the goods/services/works) first described in the notice of intention dated (insert date of notice of intention) with (name of chosen contractor).

Our reasons for doing so are (state reasons) (see Note 1 below)

or

A statement of our reasons for doing so may be inspected at (specify place and hours for inspection) (see Notes 1 and 2 below)

We did not receive within the consultation period any written observations in relation to the notice of proposals given on (insert date of notice of proposals) (see Note 3 below)

The written observations in relation to the proposals received during the consultation period may be summarised as follows: (insert summary of observations). Our response to the observations is (state response) (see Note 3 below)

or

A summary of the written observations received during the consultation period, together with our response to them may be inspected at (specify place and hours for inspection) (see Notes 2 and 3 below)

Appendix H

Stage 3 - Award of contract - long-term agreement

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is useful but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

1. Landlords do not need to send out this notice of reasons and summary/responses if:
 - a. the chosen contractor was nominated by a leaseholder, or
 - b. the chosen contractor was the person who submitted the lowest estimate.
2. Where a notice specifies a place and hours for inspection:
 - a. the place and hours so specified must be reasonable; and
 - b. copies of the documents 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 and at the times at which the documents may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the documents.
3. Where a landlord has received written observations within a consultation period in relation to a notice of proposals to enter into a long-term agreement,

Appendix H

Stage 3 - Award of contract - long-term agreement

he is required to summarise the observations and respond to them within a notice of his reasons for making the agreement or specify the place and hours at which that summary and response may be inspected.

Appendix F Long Term Qualifying Agreement - Notice of Intention

Name
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

DATE

Dear «Name»

LANDLORD'S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A
QUALIFYING LONG-TERM AGREEMENT FOR SERVICES
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to enter into an agreement for services that relate to the building and/or estate (if applicable) that your property forms a part:

«insert description of /services»

These services are considered necessary for the following reason/s:

«insert reason for the /services»

As the proposed services affect the building or estate that your property forms a part and under the terms of your lease, or tenancy agreement you have an obligation to contribute towards the cost of these services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

«Contact Name»
Address_Line_1
1
Address_Line_2
2

Please note that this is the first stage of consultation and estimates for these services will not be known until the contract is tendered. You will be notified of your individual estimated contribution during the second phase of consultation.

You also have the right to nominate a person or organisation that you would like us to approach for a tender. Please note that any nominated contractor that we approach may be rejected if they do not meet the reasonable requirements of Tamworth BC's Procurement Policy which include:

The contractor should be able to provide evidence of public liability insurance, a valid tax exemption certificate, confirmation of VAT status, and copies of their health and safety policy. We may also ask for evidence of experience carrying out similar kinds of work and references. In some cases, we may also need to assess credit records.

All comments, observations and or nominations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20_30_Day_Expiration.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is useful but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Comments, Observations & Nominations Form

THIS FORM RELATES TO PROPOSED WORKS/SERVICES AND SHOULD BE RETURNED BEFORE THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on S20_30_Day_Expiration. If you would like to make any comments or observations about the work, please complete the section below and return it to us at:

«Contact Name»
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

Any comments or observations must reach us by S20_30_Day_Expiration to be considered.

Scheme: «Scheme ref»
Works: «insert description of works»

Works Ref: «works ref»
Name: Name
Address: «Property Address»

Comments/Observations

--

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

I would like to nominate a Contractor to bid for this work. The name and full address of the Company/person is:

--

Name (please print):

Signed:

Contact Telephone Number:

Date:

Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required

NAME
ADDRESS
ADDRESS
ADDRESS
POSTCODE

DATE

Dear «Name»

LANDLORD'S PROPOSAL TO ENTER INTO A CONTRACT FOR QUALIFYING WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you further to our letter of (insert date) that we intend to enter into an agreement for the following works that relate to the building and/or estate (if applicable) that your property forms a part. The consultation period in respect of the notice of intention ended on (insert date):

«insert description of works»

These works are considered necessary for the following reason/s:

«insert reason for the works»

We have now obtained estimates for these works. We approached No_of_Contractors_Approached contractors to provide tenders and received No_of_Estimates_Returned returns. We have shortlisted **two** contractors and enclose details, as required by law, on the attached Statement of Estimates. This includes your estimated contribution towards the work.

We currently propose to select **Tender A**.

You can view the actual estimates and any supporting documentation at this office. If this isn't too large, we are happy, on request, to send you a copy. If this isn't practical, or you would like to see further evidence of the supporting documentation, you can make an appointment to inspect the priced specification, the estimates and all relevant documentation at this office from Monday to Friday between the hours of 9am-5pm. If you would like to arrange an appointment, please contact «insert name» beforehand on «telephone number».

Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required

Please note that this is not a demand for payment. An invoice for these works will only be produced on practical completion of these works.

Below is a summary of the written observations received during the consultation period of the Landlords Notice of Intent and a summary of our response.

No written observations were received during the consultation period.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required

**Appendix E - Notification of Proposed Contract - Qualifying Works
where Public Notice required**

STATEMENT OF ESTIMATE

This Statement of Estimates provides detail of the two estimates short-listed from the tenders received. We presently propose to accept «Contractor A» as we believe that contractor offers the best value for money. We are unaware of any relationship as defined by SI 2003 No1987 Schedule 1 (5) (5) between the proposed contractor and members of Tamworth BC or its subsidiaries.

Your proportion of costs is calculated by distinguishing the amount rechargeable to your block and apportioning costs using the formula laid down in your lease agreement. Under the terms of your lease, you will be required to contribute approximately Percentage% towards these costs. Your contribution is also subject to a «10%» management fee.

TENDER A

CONTRACTOR: Name of Contractor A of Address
CONTRACT COST: £Value of Tender A inclusive of VAT
CONSULTANT: Name of Consultant
CONSULTANT'S RATE: £Professional fees inclusive of VAT
CONTRACT COST (INCL): £Total Value of Tender A including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender A Block Cost
Estimated Cost to Block (incl): £Tender A Block Cost including Professional Fees
Your total estimated cost: £Estimate A including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

£Estimate A including Professional Fees and Management Fee

**Appendix E - Notification of Proposed Contract - Qualifying Works
where Public Notice required**

TENDER B

CONTRACTOR: Name of Contractor B of Address
CONTRACT COST: £Value of Tender B inclusive of VAT
CONSULTANT: Name of Consultant
CONSULTANT'S RATE: £Professional fees inclusive of VAT
CONTRACT COST (INCL): £Total Value of Tender B including Professional
fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender B Block Cost
Estimated Cost to Block (incl): £Tender B Block Cost including Professional
Fees
Your total estimated cost: £Estimate B including Professional fees inclusive
of VAT

Your estimated contribution (including management fee at 10 per cent
management fee)

**£Estimate B including Professional Fees and Management
Fee**

Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required

Delete if not applicable Please note that as you are within the initial or reference period of your purchases under the Right to Buy or Right to Acquire scheme your contribution for these works is < S125_Cap_ >

Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required

Payment Options

It is recognised that charges arising from works can cause hardship and, although you are not required to pay anything on the enclosed estimate, an invoice will be sent to you once the works have been completed. If you contribute to a reserve or provision (sinking fund) for these types of works your payment amount will be reduced by that amount.

The invoice will be payable within 28 days therefore important that you begin to consider how you will finance your share of the costs. If you believe that you will not have sufficient funds to pay the invoice when it is sent the following options may be of assistance to you:

- 1) You could consider setting up a savings account in the interim that you can make regular payments into and those savings would normally earn you interest.
- 2) If you have a mortgage from a Building Society or Bank, you can approach them to extend your mortgage to cover the cost of the works.
- 3) You may want to investigate whether you can secure a loan with a lower rate of interest from a reputable external provider.
- 4) If you are on a low income (whether you are already in receipt of benefits or not), the charge may sufficiently increase your housing costs to qualify you for further assistance.

You will be sent the telephone numbers of those agencies that may be able to assist in assessing your situation when you are sent your invoice.

Are you in debt and in need of advice?

For basic advice on debt, please contact insert name.

For specialist independent debt advice, you can call the National Debt helpline free on 0808 808 4000 Monday to Friday 9am to 9pm and Saturday 9.30am to 1pm. Or visit www.nationaldebtline.co.uk

The National Debt line is a national telephone help line for people with debt problems. The service is free, confidential and independent. The service provides self-help advice to its callers and also produces booklets and fact sheets on managing debt. The service can also help callers with Debt Management Plans

**Appendix E - Notification of Proposed Contract - Qualifying Works
where Public Notice required**

Name (please print):

Signed:

Contact Telephone Number:

Date:

Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required

Quality of Works Feedback Form

THIS FORM RELATES TO ONGOING WORKS AND SHOULD NOT BE RETURNED BEFORE THE WORKS COMMENCE.

We want you to be happy with the quality of works we intend to carry out.

If you are therefore dissatisfied with any aspect of the works, please complete the section below and return it to us at:

«Contact Name»
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

It is important that you contact us at the earliest possible opportunity so the matter can be investigated promptly.

Scheme: Scheme ref
Works: insert description of works

Works Ref: «works ref»
Name: Name
Address: «Property Address»

Comments	Location	Date of Observation

**Appendix E - Notification of Proposed Contract - Qualifying Works
where Public Notice required**

Name (please print):

Signed:

Contact Telephone Number:

This will only be used if we need to contact you for clarification.

Date:

Appendix G - Qualifying LTA or Works - Notification of Proposals

Name
or the Current Homeowner
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

DATE

Dear (name)

LANDLORD'S PROPOSAL TO ENTER INTO A CONTRACT FOR A QUALIFYING
LONG-TERM AGREEMENT FOR WORKS/SERVICES
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you further to our letter of insert date that subject to your observations we intend to enter into an agreement for the following works/services that relate to the building and/or estate (if applicable) that your property forms a part:

«insert description of works/services»

These works/services are considered necessary for the following reason/s:

«insert reason for the works»

We have now obtained estimates for these works/services. We approached No_of_Contractors_Approached contractors to provide tenders and received No_of_Estimates_Returned returns. We have shortlisted two contractors and enclose details, as required by law, on the attached Statement of Estimates. This includes your estimated contribution towards the work.

We currently propose to select Tender A.

This Notice is the second stage in the process and does not mean that any works are due to take place on your building imminently. This process is to put in place the contracts which will allow us to deliver our (insert description of contract here i.e. major and planned works) in the future, as part of our planned investment programme.

At the point we identify any works that are required to your building, there will be a further consultation notice when the

programme is agreed, prior to commencement of any works (where the cost to you of the works would exceed the relevant threshold - currently £250). This will provide details of the proposed works and the estimated costs and you will again be invited to submit observations before the works are carried out.

«Contact Name»
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

As the proposed works affect the building that your property forms a part, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20_30_Day_Expiration.

TENDER A

CONTRACTOR: Name of Contractor A of Address
CONTRACT COST: £Value of Tender A inclusive of VAT
CONSULTANT: Name of Consultant
CONSULTANT'S RATE: £Professional fees inclusive of VAT
CONTRACT COST (INCL): £Total Value of Tender A including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender A Block Cost
Estimated Cost to Block (incl): £Tender A Block Cost including Professional Fees
Your total estimated cost: £Estimate A including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

£Estimate A including Professional Fees and Management Fee

TENDER B

CONTRACTOR: Name of Contractor B of Address

CONTRACT COST: £Value of Tender B inclusive of VAT

CONSULTANT: Name of Consultant

CONSULTANT'S RATE: £Professional fees inclusive of VAT

CONTRACT COST (INCL): £Total Value of Tender B including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender B Block Cost

Estimated Cost to Block (incl): £Tender B Block Cost including Professional Fees

Your total estimated cost: £Estimate B including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

£Estimate B including Professional Fees and Management Fee

You can view the actual estimates and any supporting documentation at this office. If this isn't too large, we are happy, on request, to send you a copy. If this isn't practical, or you would like to see further evidence of the supporting documentation, you can make an appointment to inspect the priced specification, the estimates and all relevant documentation at this office from Monday to Friday between the hours of 9am-5pm. If you would like to arrange an appointment, please contact «insert name» beforehand on «telephone number».

Please note that this is not a demand for payment. An invoice for these works will only be produced on practical completion of these works.

Below is a summary of the written observations received during the consultation period of the Landlords Notice of Intent and a summary of our response.

No written observations were received during the consultation period.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

STATEMENT OF ESTIMATE

This Statement of Estimates provides detail of the two estimates short-listed from the tenders received. We presently propose to accept «Contractor A» as we believe that contractor offers the best value for money. We are unaware of any relationship as defined by SI 2003 No1987 Schedule 1 (5) (5) between the proposed contractor and members of Tamworth BC or its subsidiaries.

Your proportion of costs is calculated by distinguishing the amount rechargeable to your block and apportioning costs using the formula laid down in your lease agreement. Under the terms of your lease, you will be required to contribute approximately Percentage% towards these costs. Your contribution is also subject to a «10%» management fee.

Delete if not applicable Please note that as you are within the initial or reference period of your purchases under the Right to Buy or Right to Acquire scheme your contribution for these works is « S125_Cap_»

Payment Options

It is recognised that charges arising from works can cause hardship and, although you are not required to pay anything on the enclosed estimate, an invoice will be sent to you once the works have been completed.

The invoice will be payable within 28 days therefore it is important that you begin to consider how you will finance your share of the costs. If you believe that you will not have sufficient funds to pay the invoice when it is sent the following options may be of assistance to you:

- 1) You could consider setting up a savings account in the interim that you can make regular payments into and those savings would normally earn you interest.
- 2) If you have a mortgage from a Building Society or Bank, you can approach them to extend your mortgage to cover the cost of the works.
- 3) You may want to investigate whether you can secure a loan with a lower rate of interest from a reputable external provider.
- 4) If you are on a low income (whether you are already in receipt of benefits or not), the charge may sufficiently increase your housing costs to qualify you for further assistance.
- 5) Leaseholders who have exercised their Right to Buy as a secure tenant within the last 10 years may have the Right to a Loan from their Local Authority under s450(A) of the Housing Act 1985 (as amended). It is only available for service charges relating to repairs, renewal and maintenance and if the demand is for more than £1,500 (value as at 1992, which is updated annually for inflation).

You will be sent the telephone numbers of those agencies that may be able to assist in assessing your situation when you are sent your invoice.

Are you in debt and in need of advice?

For basic advice on debt, please contact insert name.

For specialist independent debt advice, you can call the National Debt helpline free on 0808 808 4000 Monday to Friday 9am to 9pm and Saturday 9.30am to 1pm. Or visit www.nationaldebtline.co.uk

The National Debt line is a national telephone help line for people with debt problems. The service is free, confidential and independent. The service provides self-help advice to its callers and also produces booklets and fact sheets on managing debt. The service can also help callers with Debt Management Plans

Name (please print):

Signed:

Contact Telephone Number:

Date:

Quality of Works Feedback Form

THIS FORM RELATES TO ONGOING WORKS AND SHOULD NOT BE
RETURNED BEFORE THE WORKS COMMENCE.

We want you to be happy with the quality of works we intend to carry out.

If you are therefore dissatisfied with any aspect of the works, please
complete the section below and return it to us at:

«Contact Name»
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

It is important that you contact us at the earliest possible opportunity so the
matter can be investigated promptly.

Scheme: Scheme ref
Works: insert description of works

Works Ref: «works ref»
Name: Name
Address: «Property Address»

Comments	Location	Date of Observation

Name (please print):

Signed:

Contact Telephone Number:

This will only be used if we need to contact you for clarification.

Date:

Appendix K - Notice of Intention - Qualifying Works under a Qualifying Long-Term Agreement

NAME
ADDRESS
ADDRESS
ADDRESS
POSTCODE

DATE

Dear «Name» (name of leaseholder/name of recognised tenants' association)

LANDLORD'S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A
QUALIFYING WORKS UNDER A QUALIFYING LONG-TERM AGREEMENT
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to carry out works under an existing long-term agreement previously consulted upon with **insert name of contractor**. The works relate to the building and/or estate (if applicable) that your property forms a part and we are required to consult with you on these works:

insert description of the works

These works are considered necessary for the following reason/s:

insert reason for the works

We estimate the total amount of expenditure likely to be incurred on or in connection with the proposed works is **insert estimated figure**.

As the proposed services affect the building or estate that your property forms a part and under the terms of your lease, you have an obligation to contribute towards the cost of these services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

All comments, observations and or nominations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20_30_Day_Expiration.

Appendix K - Notice of Intention - Qualifying Works under a Qualifying Long-Term Agreement

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

- 1) Section 20 of the Landlord and Tenant Act 1985 (as amended) provides that a landlord must consult leaseholders who are required under the terms of their leases to contribute to costs incurred under qualifying works, where the contribution of any one leaseholder will exceed £250.
- 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 proposed works 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 leaseholder, 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 leaseholder or recognised tenants' association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act.

Appendix K - Notice of Intention - Qualifying Works under a Qualifying Long-Term Agreement

Comments & Observations Form

THIS FORM RELATES TO PROPOSED WORKS/SERVICES AND SHOULD BE RETURNED BEFORE THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on S20_30_Day_Expiration. If you would like to make any comments or observations about the work, please complete the section below and return it to us at:

«Contact Name»
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

Any comments or observations must reach us by S20_30_Day_Expiration to be considered.

Scheme: «Scheme ref»
Works: «insert description of works»

Works Ref: «works ref»
Name: Name
Address: «Property Address»

Comments/Observations

Appendix K - Notice of Intention - Qualifying Works under a Qualifying Long-Term Agreement

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

Name (please print):

Signed:

Contact Telephone Number:

Date:

Appendix I - Qualifying LTA or Works - Pre Tender Consultation where Public Notice is required

Name
of the Current Homeowner
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

DATE

Dear «Name»

LANDLORD'S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A
QUALIFYING LONG-TERM AGREEMENT FOR WORKS/SERVICES
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to enter into an agreement for works/services that relate to the building and/or estate (if applicable) that your property forms a part:

«insert description of works/services»

These works/services are considered necessary for the following reason/s:

«insert reason for the works »

As the proposed works affect the building or estate that your property forms a part and under the terms of your lease you have an obligation to contribute towards the cost of these works or services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

Please note that this is the first stage of consultation and estimates for these works will not be known until the contract is tendered. You will be notified of the details of the cost proposals received from contractors that have tendered for the work during the second phase of consultation.

You do not have the right to nominate a person or organisation for us to approach for a tender as the value of this contract is above limits that under UK legislation require us to advertise the contract using the Find A Tender service.

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20_30_Day_Expiration.

Please find enclosed a leaflet that gives you more information on the Section 20 Consultation process. I hope this is helpful but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Comments and Observations Form

THIS FORM RELATES TO PROPOSED WORKS/SERVICES AND SHOULD BE RETURNED BEFORE THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on S20_30_Day_Expiration. If you would like to make any comments or observations about the work, please complete the section below and return it to us at:

«Contact Name»
Address_Line_1
Address_Line_2
Address_Line_3
Address_Line_4
Postcode

Any comments or observations must reach us by S20_30_Day_Expiration to be considered.

Scheme: «Scheme ref»
Works: «insert description of works»

Works Ref: «works ref»
Name: Name
Address: «Property Address»

Comments/Observations

--

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

Name (please print):

Signed:

Contact Telephone Number:

Date:

Community Impact Assessment

Part 1 – Details		
What Policy/ Procedure/ Strategy/Project/Service is being assessed?	Strategic Review of Leasehold Service Charges	
Date Conducted	August 2024	
Name of Lead Officer and Service Area	Paul Weston Assets	
Commissioning Team (if applicable)		
Director Responsible for project/service area	Executive Director, Communities	
Who are the main stakeholders	Leaseholders	
Describe what consultation has been undertaken. Who was involved and what was the outcome	A working group under the Corporate Scrutiny Committee was established to oversee a strategic review of Leaseholder Service Charges.	
Outline the wider research that has taken place (E.G. commissioners, partners, other providers etc)	Under the Leaseholder Working Group an external consultant was appointed to review the data and information, to engage with Leaseholders and undertake a technical assessment.	
What are you assessing? Indicate with an 'x' which applies	A decision to review or change a service	<input checked="" type="checkbox"/>
	A Strategy/Policy/Procedure	<input checked="" type="checkbox"/>
	A function, service or project	<input checked="" type="checkbox"/>
What kind of assessment is it? Indicate with an 'x' which applies	New	<input type="checkbox"/>
	Existing	<input checked="" type="checkbox"/>
	Being reviewed	<input checked="" type="checkbox"/>
	Being reviewed as a result of budget	<input type="checkbox"/>

	constraints / End of Contract	
--	-------------------------------	--

Part 2 – Summary of Assessment

Give a summary of your proposal and set out the aims/ objectives/ purposes/ and outcomes of the area you are impact assessing.

A decision was made at Full Council that a strategic level review of Leaseholder Service Charges should be carried out following the issue of a number of consultation notices. The review was aimed at establishing the legality and legitimacy of service charges, the process taken in relation to consultation and the nature of communications with Leaseholders.

Who will be affected and how?

The policy will impact on all Leaseholders in Council blocks.

Are there any other functions, policies or services linked to this impact assessment?

Yes No

If you answered 'Yes', please indicate what they are?

Council Housing Repairs Policy
Tenancy Agreement
Complaints Policy

Part 3 – Impact on the Community

Thinking about each of the Areas below, does or could the Policy function, or service have a direct impact on them?

Impact Area	Yes	No	Reason (provide brief explanation)
Age	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Elderly Leaseholders are more likely to be on a fixed income and may struggle to meet the financial obligations</p>

			<p>of Leasehold Service Charges.</p> <p>People in this group may need more support in understanding the service charge process.</p>
Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p> <p>People in this group may need more support in understanding the service charge process.</p>
Gender Reassignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Marriage and Civil Partnership	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the</p>

			general financial impact that would apply to all groups.
Pregnancy & Maternity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Race	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Religion or belief	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Sexual orientation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people</p>

			in this group beyond the general financial impact that would apply to all groups.
Sex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.
Gypsy/Travelling Community	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.
Those with caring/dependent responsibilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord. Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.
Those having an offending past	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord. Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.
Children	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord. Children couldn't be Leaseholders in their own right.

Vulnerable Adults	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>People in this group may need more support in understanding the service charge process.</p>
Families	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Those who are homeless	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>People who are homeless would not be Leaseholders.</p>
Those on low income	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Leaseholders in this group are more likely to be on a fixed income and may struggle to meet the financial obligations</p>
Those with drug or alcohol problems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth</p>

			<p>Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Those with mental health issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Those with physical health issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Social inclusion Please include refugees and asylum seekers,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Social inclusion: Armed Forces The Armed Forces Covenant is a pledge that	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth</p>

together we acknowledge and understand that those who have served in the armed forces, and their families, should be treated with fairness and respect and any impact should be considered			Borough Council is the Landlord. Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.
Health and Wellbeing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord. Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.
Climate Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review in and of itself would not have any impact on climate change although works completed that lead to service charges may.

Part 4 – Risk Assessment

From evidence given from previous question, please detail what measures or changes will be put in place to mitigate adverse implications. this includes climate change considerations

This is the section in which to please outline any actions to mitigate negative or enhance positive impacts in terms of economic, environmental or wider societal considerations, and actions to review and monitor the overall impact of the change accordingly.

Impact Area	Details of the Impact	Action to reduce risk
Financial	People in some groups are likely to have limited and/or fixed incomes and financial means. People falling into these categories may struggle to meet the financial commitments of	Any future policy will need to consider payment mechanisms to support people in these groups so far as is practicable.

	Leasehold ownership.	
Understanding	Notices can be complex and some people may need additional support in understanding what is being communicated to them and being asked of them.	<p>The new processes/policy will include updated notice letters that have been simplified and set out in a much clearer manner.</p> <p>Additional resourcing may be required to provide more 'hands on' support to Leaseholders.</p>

Part 5 - Action Plan and Review

Detail in the plan below, actions that you have identified in your Community Impact Assessment, which will eliminate discrimination, advance equality of opportunity and/or foster good relations.

If you are unable to eliminate or reduce negative impact on any of the impact areas, you should explain why

Impact (positive or negative) identified	Action	Person(s) responsible	Target date	Required outcome
Finances	Any policy will need to take account of individual financial circumstances and make provision to agree payment terms that compliant with financial regulations whilst meeting Leaseholder expectations so far as possible.	AD Assets/AD Finance	TBA	Clear financial policy that sets out payment options for Leaseholders.

Date of Review (If applicable)

Guidance and form updated July 2023 following CMT approval.