

FAQs – Section 20: External and internal decorations Long Term Qualifying Agreement

What is a 'long term agreement'?

A long-Term Qualifying Agreement is the legal phrase used to identify a contract between the landlord (freeholder of the property) and (usually) an independent contractor or organisation to deliver services or works for a period greater than 12 months.

Why are you changing the service I currently receive?

The current agreement for external decorations ends on 31st March 2024. We are therefore taking this opportunity to ensure that we have an appropriate supplier providing the services required. This is to ensure a continuation of the required works.

We already pay into a sinking fund for this work, will this be affected?

Some of the cost for the works undertaken as a result of this process may be paid for from the sinking fund. Your leasehold team will advise you closer to the time of the works what you are expected to pay and whether any sinking fund is available to pay for this work.

What are cyclical decorations and repairs- what is included?

These are the painting and repairs carried out to maintain the common/communal areas of the block in which your property is located. These are carried out on a cycle in line with your lease, usually every six years. We would include anything which has been previously painted and is the responsibility of the landlord. This can include, but is not an exhaustive list:

Painting (previously painted surfaces only)

- External render
- Windows and doors
- Internal plastered walls
- Fascia's, soffits, bargeboards

Washdown only

- UPVC Windows and doors
- UPVC Fascia's, soffits, bargeboards

Pre-paint repairs

- Frame repairs (cutting out of rotten timber renewing with new sound timber)
- External render damage
- Internal plasterwork
- Localised repointing and brickwork

Other minor repairs will be completed if related to painting or washdowns. We would not normally carry out any glazing renewal/repairs.

Are there any financial implications?

This will be dependent upon your lease. It is usual for you to be responsible for a proportionate contribution towards the work. In line with your lease, you would generally pay one equal share and any itemised repairs specific to your property. This does vary from lease to lease and will be confirmed on a property-by-property basis prior to works commencing.

My property has recently been painted externally. Does this mean it will be painted again this year?

No. This is a long-term contract covering all of our properties. Your home will only be painted in line with our cyclical decorations program every six years.

I can see no costs in the document?

We are not able to identify costs specific to you at this stage. The contract is based on a list of prices (also known as a schedule of rates) and the total price for the work will be estimated near the time, using those prices, if and when your property is decorated.

We will issue a single stage schedule 3 consultation and estimated costs prior to any works starting. We will also allow you the opportunity to make any observations regarding those costs.

I own my own flat will I still need to pay?

Whilst you own the leasehold to your flat, we are responsible for the freehold and as such are responsible for the decorations to the exterior and any internal communal areas.

You say this is a legal consultation, are you now going to add legal costs to my service charges?

No. Although this consultation process is required by law there are no legal costs involved.

Where can I access more information about the services you are looking to provide?

A description of the services to be provided under the agreement can be found on our website www.aster.co.uk – search for ‘Have Your Say/cyclical decoration’.

What if I am not happy with the current services provided?

Under this consultation process we are unable to deal with complaints about quality of current provisions. Please call the contact centre on 0333 400 8222 to log any issues you are experiencing.

What is an observation?

You have a right to reply with your comments to a Section 20 notice up to 30 calendar days from the date of the notice. Your reply is known as an ‘observation’. We will give due regard to any observations received during the consultation period.

All the comments and feedback we receive are taken in to account when planning the work and awarding the contract.

How do I make an observation?

Your observation must be in writing either by letter or email. Any email should be sent to the email address at the top of this letter. Letters should be sent to the following address, Section 20 Officer, Aster Group, Sarsen Court, Horton Avenue, Cannings Hill, Devizes, Wiltshire, SN10 2AZ.

Is this Section 20 Notice a bill?

No, this is not a bill. You don't need to make any payment in response to receiving this letter or any enclosed notices.

I am planning to sell my property before the service described in the S20 notice is completed.

You should keep the documents safe and pass them to your solicitor when you have accepted an offer. Any potential purchaser needs to be aware of any Section 20 consultation.

Where can I go for advice?

You can contact your local Citizens Advice Bureau for independent advice. The following websites also have useful information about the S20 process:

<http://www.lease-advice.org>

<http://www.leaseholderadvicecentre.co.uk>