

Frequently Asked Questions – residents who pay variable service charges

Q1. Why are you writing to me about estates services contracts?

A. The estate services (cleaning and grounds maintenance) contracts which were put in place in April 2016 will be coming to an end on 31 March 2019. We are however able to extend most of these contracts for up to two years. In order to help the roll out of the new contracts run smoothly, we are phasing the changes, meaning that the South region will have new contracts at the start of April 2019 and extensions will be given to the contractors in the West region for one year (until March 2020) and for two years in East & North (until 2021).

Because of the amount of money and the length of the contracts involved, Stonewater will have to retender these contracts using a strict, formal process. Our aim is to deliver a quality, responsive estate service that demonstrates Value for Money and clear, measurable standards.

As part of this process, we need to consult with all residents who pay a variable service charge (leaseholders and some of our tenants). This is called a Section 20 consultation.

Also, because we recognise the landscaped areas for our Retirement Leasehold Schemes are very important to our residents and staff alike, with many schemes having extensive planting and variety of planting, we are targeting smaller to medium sized contractors with the appropriate skill level to maintain the grounds to a high quality.

Q2. What is involved in the Section 20 consultation?

A. If residents may be required to pay more than £100 a year for their share of a service carried out under a long term contract, we must comply with the Service Charges (Consultation Requirements) (England) Regulations 2003. There are two stages to this process.

Stage 1: during this first stage of consultation, Stonewater must write to all residents to advise them of the service to be procured. This is called a Notice of Intention. Residents must be given 30 days to raise observations about the service provided. **You can also nominate a preferred contractor to be considered for this tender. Please complete the enclosed observations form and return to us before Monday, 24 September 2018.**

Stage 2: for the second stage of consultation residents will receive a Notice of Proposal. This will give details of the contractors to be appointed and, if possible, the estimated cost of the services. There will be a further 30 day period for residents to raise observations.

Q3. How do I take part in the consultation?

A. Please complete the enclosed observation form and return it via post or scanned in an email to the addresses on the form. Please note that we can only accept written observations which are received before **5pm on Monday 24 September 2018.**

Q4. What is a 'qualifying long term agreement'?

A. These are contracts that are entered into by Stonewater to provide a service where the contract will last for more than 12 months.

Q5. How long will the contract last?

A. The current proposal is to appoint contractors for a minimum of three years and a maximum of ten years. The exact duration will be confirmed in the Notice of Proposal. However, any contract will be subject to the performance of the appointed contractor.

Q6. Why are you procuring a longer term contract?

A. The benefits of this approach for Stonewater and its residents will be lower tender costs, as larger contracts over a longer period should attract more competitive rates than a smaller, annual contract, particularly in the current market.

Q7. What are communal cleaning services and what will I receive at my property?

A. Depending on what is present at the property, communal cleaning consists of cleaning areas of a building that are commonly used areas by residents (generally internally), such as:

- Entrance halls
- Corridors
- Landings
- Lifts
- Staircases

The contractor will vacuum any carpeted areas, clean any hard floors and surfaces such as stairways, window sills, skirting, radiators etc, clean any communal windows, and clean any bin store areas.

Q8. What are grounds maintenance services and what will I receive at my property?

A. Depending on what is present at the property, grounds maintenance usually consist of:

- Cutting (by box mower or cutting and removing grass) and neatly edging all grass areas
- Removing plants growing up the side of buildings
- Maintaining beds, shrubbery or borders by removing weeds, applying fertiliser or mulch
- Cutting hedges
- Sweeping hard surfaces
- Litter picking
- Managing any trees present and identifying specialist works for a tree surgeon

Q9. Will I be able to comment on the specification of works?

A. Yes, during stage 1 of the consultation we will arrange for a copy of the draft specifications to be made available and placing a copy in your communal lounge, or posting you a copy. You will also be able to contact your scheme manager for a copy.

Q10. How much will the cleaning and grounds maintenance cost me personally?

A. It is not possible to provide an estimate at this stage, but our aim is to deliver a quality, responsive estate service that demonstrates Value for Money and has clear, measurable standards. Whilst we may be able to give an estimate of the costs in the Notice of proposal, we won't know the exact cost per scheme until the tenders are approved.

Q11. How will Stonewater monitor the contractors and deal with any issues?

A. Overall contract performance is subject to constant monitoring by your Scheme Manager and or Property Manager with regular contract performance meetings being held with the contractors. The contracts are also reviewed annually by Regional Directors. The areas reviewed are the terms and conditions, specifications and quality of the service being provided.

Documented meetings will be held to address any performance issues, as well as setting agreed timeframes for compliance and rectification works. If overall performance still fails to meet our requirements after allowing a period for improvement and compliance, in extreme circumstances where there is a fundamental breach of contract, we could terminate the agreement and award it to another contractor.