



PROPERTY MANAGEMENT

# MAJOR WORKS A CUSTOMER GUIDE



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## MAJOR WORKS

**What are they?** – Major Works are usually larger maintenance projects that require legal consultation with leaseholders. Major Works usually fall outside of day to day repairs and maintenance at a frequency of more than a year and therefore specific processes are adopted to ensure they run smoothly and adhere to current legislation under the Landlord & Tenant Act 1985.

### For example they could be:

**Internal & External Redecorations** - These are redecorations to the communal parts of the building or estate. This is likely to include external items such as railings and fencing; and internal elements such as woodwork, walls, doors and ceilings to a block or an estate.

**Carpet Replacement** - The replacement of communal area carpets. Could also include entrance mats and stair treads.

**Roof Repairs** - To maintain the integrity of the structure, repair or replacement of a flat or pitched roof where water ingress or deterioration has taken place over the years.

**Gate Replacements** - The replacement of electronic vehicle gates or roller shutter doors to the estate or car park areas. This could also include replacement of specific items such as hydraulic rams or sensors.

**Plant & Machinery** - Examples could include the repair or replacement of items such as lifts, water booster pumps & air handling equipment.

**Structural Repairs** - This may include re-pointing or plastering, replacement of parapet coping stones or works to foundations.

Our Major Works process is regulated by legislation and industry best practice including codes and standards outlined by the Royal Institution of Chartered Surveyors (RICS) and The Association of Residential Managing Agents (ARMA).

### WHY ARE THESE WORKS NECESSARY?

Major Works are required for many reasons. It could be:

- To maintain the integrity of the building
- To resolve a building defect
- To replace faulty or worn equipment
- To maintain standards

### WHEN DO THEY TAKE PLACE?

Some Major Work projects can be planned some time in advance such as carpet replacements and redecorations others are specified within the lease or transfer.

Other works such as roof repairs and structural damage could be unforeseen and therefore may be necessary immediately.



### “Scope of Works”

Your Property Manager will prepare a “Scope of Works” (SoW) that will describe the work to be done and the areas that are to be subject to the proposed work. For redecorations this will detail which areas are to be decorated and for the avoidance of doubt any areas that are specifically excluded.

Often it will include a plan usually showing affected external areas, but will sometimes include internal areas. This plan will work in conjunction with the descriptive element of the “SoW” to ensure that all of the required works are accurately detailed.

The document may include housekeeping matters such as where contractors can/cannot park or details regarding access to the site. It should be read in conjunction with the specification of works which gives details of how the contractor is to deal with each item.

### LEGISLATIVE OBLIGATIONS

We always adhere to the Landlord and Tenant Act “Section 20” legislation on all Major Works projects, where applicable.

Within the legislation there are requirements for the landlord to consult with leaseholders, stating why they consider the works to be necessary. In addition, leaseholders have the right to nominate a contractor and make observations on the proposed work.

We must then collate at least two quotations for the work and then consult again with leaseholders on the costs and tenders received.

### WHAT IS THE BASIS FOR LEGAL CONSULTATION?

The threshold for consultation is reached if the contribution for any one leaseholder within the building/estate relating to the works exceeds £250.

Consultation must then take place with all leaseholders to which the works are applicable.

### PROCEDURES FOR MAJOR WORKS

When you receive correspondence from us, it will follow a specific legally prescribed process. Documentation is likely to be received in the following format:

#### Notice of Intention (First Notice)

The “Notice of Intention” to carry out qualifying works is given to each leaseholder and any Recognised Resident Association.

The First Notice describes in general terms what the proposed works are and provides details where and when the description of the works may be inspected. This is also usually available in an electronic copy and can be accessed through the Consort Account section on our website

[www.consortpm.co.uk](http://www.consortpm.co.uk)

The notice states the reasons for the works, and invites your written observations, specifying where they should be sent, over what period (30 days from the notice), and the date when observations are to be received. The notice also contains an invitation for all leaseholders to nominate their preferred contractor or supplier from whom we will obtain estimates. This could be a local contractor who you may have worked with previously.

#### Estimates

We will then seek estimates for the works following the expiry of the First Notice having consideration to any observations received.

#### Statement & Notice of Estimates (Second Notice)

Once the estimates are received we will then issue a statement setting out the estimated cost from at least two of the contractors, a summary of the observations received from leaseholders (to the original notice) and our responses to them.

If any estimates are received from a leaseholders’ nominated contractor, this will automatically be included in the statement.



The document you will receive will detail where and when all of the estimates may be inspected and invites you or the Recognised Residents Association to make written observations on any of the estimates. It will say where and by when these observations must be received.

The landlord must have written observations during this second 30-day consultation period.

### **Notification of reasons**

Unless the chosen contractor is a leaseholder or Recognised Residents Association nominee, or has submitted the lowest estimate, we will give notice to you within 21 days of entering into the contract stating our reasons for the selection.

### **Contractor Contact**

It is possible that you will receive requests from contractors to assist with access requirements to/through your property. We will always endeavour to give leaseholders as much notice as we can but you will appreciate it is not always possible. If you do receive a request, we would ask that you respond and assist the contractor to minimise any disruption for you and fellow residents.

### **Snagging Letter**

Once the majority of the works have been completed we will send a 'snagging' letter requesting details of any concerns or queries.

Once the period stated on the 'snagging' letter expires,

we will arrange for the contractor to re-visit and rectify any outstanding issues as necessary.

### **WHO WE COMMUNICATE WITH**

During the process we regularly communicate with everyone involved:

**Recognised Residents Associations** - We liaise with RAs where applicable and provide copies of the legal notices to them as well as to leaseholders directly.

**Resident Directors** - Resident Directors are actively involved in the Major Works process. As they manage the Resident Management Company (RMC) or Right to Manage (RTM) company and provide the instruction to progress matters initially, they are fully informed of progress throughout the project.

**Property Owners** - We communicate with owners through the Section 20 consultation process as well as other relevant times throughout the project.

**Health & Safety Executive** - When necessary the Health & Safety Executive is informed of the works being undertaken.

**Contractor** - We communicate regularly with the contractor carrying out the work.

**ICI Dulux (if applicable)** - For decorative works we liaise with representatives at the start of the project to ensure that the

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correct specifications are based on existing finishes and the correct paint and processes are adopted, allowing them to monitor and inspect at a later date if required.

**Listed Building Officer (if applicable)** - If Listed Building Consent is required to carry out works which will affect its special value for listing purposes.

**Conservation Building Officer (if applicable)** - Work to promote and preserve historically important buildings by offering advice on how to maintain them in an architecturally accurate and sympathetic way.

### HOW WORK IS TENDERED

Once the work has been identified and the initial notice has expired we enter into a closed tender process.

#### Tender Process

We will approach all contractors including those nominated by leaseholders and those chosen by the Property Manager to tender for the work. They receive a copy of the tender documentation, specification and details of where the necessary tender should be sent once completed.

Upon the expiry of the stated tender period term prescribed to the contractors, an appointed responsible person will open all tenders together and forward them to your Property Manager to allow them to draft the necessary Statement & Notice of Estimate (Second Notice) as described earlier. We can, if requested in advance, arrange for RMC/RTM Directors to witness the tenders being opened.

Once the tenders are received, the property management team will then analyse the tenders to ensure they are comparable and arrange for the necessary notice to be produced and issued to you.

It is important to remember that when a contractor is nominated by leaseholders to provide a tender for the works, the tender is included in the above process and must be received within the necessary specified timeframes for the process. Any quotations received after the tender returns are opened cannot be included within the process.

### REQUIREMENTS OF ALL NOMINATED CONTRACTORS

When we plan to undertake Major Works, all appointed contractors are required to provide several documents in



advance to ensure they are working safely and correctly on your building. Information required in advance could include:

- o **Method Statements**
- o **Copies of Public Liability Insurances**
- o **Health & Safety Policy**

It is essential that any nominated and accredited contractor is able to provide these documents in advance of the works taking place. We can provide further information on the various requirements if contacted by the contractor.

### MONITORING OF WORKS

During the works, there are several parties involved with ensuring the correct processes and products are used, including:

- o **ICI Dulux** - Independently assess and provide the paint specification and work required during and after completion.
- o **Property Manager** - The Property Manager is responsible for managing the administrative element of the works and will also liaise with you, the contractor and ICI/Dulux if necessary during the process
- o **Onsite Staff (if applicable)** - The Onsite team should be your first point of contact if you have any queries or concerns regarding the project. They will be discussing the works on a daily basis with the appointed contractors and are more likely to be in a position to assist with your query.



- **Surveyor (if applicable)** - If the works are complex or require professional supervision/assessment, independent surveyors will be appointed to oversee the project.
- **Construction Design and Management (CDM) Co-ordinator (If applicable)** - Only appointed if a project lasts more than 30 days or involves more than 500 person days of work.

### STANDARDS AND FACILITIES

In all major works projects it is reasonable to expect a small amount of disruption; however, we will always seek to avoid disruption or keep to a minimum where possible. We do provide information and rules to the contractors prior to the works commencing:

#### Standards

- **Hours of work** - We expect the contractor appointed to show due consideration to all leaseholders and their visitors. Therefore we would not expect them to work outside of 7:30am – 6:30pm Monday to Friday.
- **Security** - Due to the likely use of heavy equipment and hazardous materials we require the contractor to ensure all materials are locked up in a secure container and equipment safely stored.
- **Scaffold** - If scaffolding is used, we may require the contractor to fit a scaffold alarm system and to remove access ladders during the evening and weekend periods when work is not being undertaken.

#### Facilities

- **Toilets** - There is a requirement for toilet facilities to be provided for the site operatives during the works and if your building/estate does not have a suitable communal facility, the contractor will arrange the provision of a temporary toilet.
- **Storage Space/Container** - To ensure works are completed in an efficient manner the contractor will arrange for the installation of a container (if necessary) to store and secure the relevant equipment and materials.
- **Parking** - The Scope of Works will normally indicate where contractors can and cannot park their vehicles. Where space permits and for reasons of proximity to the work area, we will normally allow contractors to park on the development.

**Note:** Contractors will be strictly instructed to ensure that they do not park in allocated parking bays and do not cause any obstruction or hazard at any time.

**Should you encounter any problems - please notify your onsite development team in the first instance or our Customer Services Team on 08451 947 044 (lo-call) who will ensure that the matter is resolved.** It is likely during the period of works that space within the car park/estate areas will be utilised. If it is likely to inconvenience you we will contact you in advance to arrange alternative parking.



### FUNDING & COSTS

#### Funding

It is likely that your property/estate has a reserve fund for significant expenditure. If this is the case, funds collected from previous accounting periods can be utilised to reduce the immediate outlay cost for residents. A reserve fund schedule for your building/estate is available on request from our Customer Services team. Major works will only be undertaken if and when the necessary service charge fund for your development is sufficient for the full payment to the appointed contractor. If funding is not in place, it is likely that works will be delayed until such time as sufficient money is available.

Once the successful contractor has been identified, the value of funds held in reserves will be established and set against the contract price. Any sums remaining once the reserves have been taken into account will be allocated on the normal service charge percentages. In these circumstances it is normal practice for an additional invoice to be raised to each customer however, this will be communicated to everyone in advance.

#### Costs

The cost of the works will be detailed on the Statement & Notice of Estimates (second notice) issued to you. Likely costs

include contractor's tendered works, surveyors/CDM fees (if applicable), our administrative fee, VAT and any other repairs identified during the process.

The works involve numerous parties and their costs are calculated prior to it taking place and will then be included in the annual accounts provided to you. The likely fees can be detailed as follows:

- **VAT** - The works are taxable and therefore VAT is included within the total cost. (unless the contractor is not a VAT registered company).
- **Management/Administrative Costs** - These relate to the administrative work completed by Consort Property Management to ensure the works take place. These fees relate to the administrative element of the works and are not a project management fee.
- **Surveyors Costs** - If a surveyor/CDM Co-ordinator is appointed to oversee and manage the works their fees will be included in the accounts provided following the financial year end of the block/estate.
- **Contractor costs** - These costs will appear on the second notice and are based on the tender submitted and will include labour, access equipment and materials used. There may be additional repairs completed by the contractor and these invoices, if any, can be provided to you on request following completion of the works.

### COMMUNICATING WITH US

During the process you can receive progress updates from:

- **Customer Services** - Our Customer Services Team have access to the Major Works information for your building/estate and can provide information where necessary. Please contact them on **08451 947 044** (lo-call) or email: **customerservices@consortpm.co.uk**
- **Property Manager** - Your Property Manager will be available to discuss the works being carried out if necessary.
- **Onsite Staff (if applicable)** - Our site staff will be aware of the works and the progression of each stage. Should you require information, they should be contacted in the first instance.
- **Consort Online** - "Consort - Your Property Online" our development specific website, will have the associated notices, letters, specifications and information for registered users.

To register visit [www.consortpm.co.uk](http://www.consortpm.co.uk)



## TERMS USED IN THIS GUIDE

- 1 Leaseholder:** The person or company that owns the lease to the apartment/flat within the building
- 2 Contractors:** Individuals or a company employed to carry out maintenance/repair work.
- 3 Snagging:** An informal expression used within the construction industry to describe the process of identifying work defects and their resolution.
- 4 Section 20:** A legal document which informs leaseholders of intended works which are to be carried out on the communal areas of the building.
- 5 Tender:** A proposal document used as part of the procurement process to describe the response from potential suppliers/contractors to a request for a costed proposal.
- 6 Method statement:** A document that gives specific information on how to safely perform or operate a piece of plant or equipment. The law requires us to have a statement in place from the contractor describing how work will be undertaken.
- 7 Public Liability Insurance:** Part of the general insurance arrangements that protects the leaseholder against any third party insurance claims
- 8 Parties:** The people involved including, the landlord, leaseholders, contractors and surveyors.
- 9 Communal area & facility:** The hallways, stairs, corridors and grounds of the development that are used by residents. Also known as the common parts.
- 10 Construction Design and Management (CDM) Regulations 2007:** Applies to most common building and civil engineering construction work.
- 11 Scope of Works (SoW):** An outline plan of proposed work that is required.

**CONSORT**

PROPERTY MANAGEMENT

**Consort Property Management**, Marlborough House, Wigmore Place,  
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\*The 08451 number allows customers calling from BT land lines to have their call charged at a 'lo-call' rate wherever they are in the country. Mobile and other providers' charges may vary.



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