

or underletting as aforesaid

- (ii) Upon the date of such assignment underletting or sharing of possession as aforesaid the Tenant shall pay to the Council an amount equal to the discount of Forty Five Thousand Five Hundred POUNDS (£45 500) afforded to the Tenant upon the grant of these presents pursuant to the exercise of his right to buy under the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 but reduced by one third of that discount for each complete year which elapses after the ^{18th June 1990} ~~date of grant of these presents~~ and prior to the date of such assignment or underletting as aforesaid

then but in such cases only the Tenant shall subject to the prior written consent of the Council which shall not be unreasonably withheld be permitted to assign or underlet the flat

(c) The covenants by the Tenant contained in Clause 2(27) (b) above shall only apply on the first disposal by way of such assignment or underletting as aforesaid

(d) The Tenant shall not during the said period of three years mortgage charge or pledge the flat or create or attempt to create any incumbrance estate right or interest having or purporting to have priority over the right of the Council hereinbefore mentioned save in respect of any legal charge securing any amount left outstanding by the Tenant in exercising his right to buy under the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 or advanced to him by the bodies specified in Section 156(4) of the Housing Act 1985

(e) Any liability that may arise under the covenant in Clause

2(27)(b)(ii) above shall be a charge on the Flat taking effect as if it had been created by deed expressed to be by way of legal mortgage and shall notwithstanding sub-section 5 of Section 59 of the Land Registration Act 1925 be a land charge for the purpose of that section and sub section (2) of that Section shall apply accordingly with respect to its protection and realisation

(28) Upon any assignment hereof or subletting or underletting wholly or in part to obtain a direct covenant by the assignee sub-lessee or under lessee with the Council to observe and perform the covenants and conditions of this Lease

(29) In the case of any instrument operating or purporting to assign transfer lease charge discharge dispose of or affect the Flat or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the said term or any charge on the Flat or affecting or occasioning a devolution or transmission of the same respectively by operation of law to leave such instrument (or in the case of a transfer or charge or discharge of a charge of registered land a verified copy thereof) within one calendar month after the date of such instrument or (in the case of a probate of a will or letters of administration) after the date of the grant of the probate or letters of administration as the case may be to leave a true certified copy thereof at the offices of the Chief Solicitor for the time being of the Council and to the intent that the same may be registered and to pay to them a reasonable charge being not less than £10.00 for each such registration

(30) It is hereby declared that each of the aforesaid covenants shall remain in full force both at law and in equity notwithstanding that the Council shall have waived or released temporarily or

permanently revocably or irrecoverably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Council

3. The Council hereby covenants with the Tenant as follows:-

(1) The Tenant paying the rents and the Service Charge herein reserved and performing and so observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

(2) Subject to the payment by the Tenant of the rents and the Service Charge and provided that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to maintain repair redecorate renew amend clean repoint and paint as applicable

(a) the structure of the Building and in particular but without prejudice to the generality hereof the roofs foundations external and internal walls (but not the interior faces of such part of the external or internal walls as bound the Flat or the rooms therein) and the window frames and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks gutters and rainwater and soil pipes thereof

(b) the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under and upon the Building

(c) the boilers and heating and hot water apparatus (if any) in the Building or elsewhere save and except such (if any) heating apparatus as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating

system serving the entire Building

(d) the passenger lifts lift shafts and machinery (if any) enjoyed or used by the Tenant in common with others and

(e) the boundary walls and fences of and in the curtilage of the Building and not being part of the Flat PROVIDED that the Council shall not be liable to the Tenant for any defect or want of repair hereinbefore mentioned unless the Council has had notice thereof

(3) So far as practicable to keep lighted the passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and forecourts roadways pathways (if any) used in connection with the Building or adjoining or adjacent thereto being the property of the Council

(4) Provided only that the amenities hereinafter in this sub-clause mentioned are in operation in the Building at the date hereof but not otherwise and subject to the provisions of Clause 4(3) hereof at all times during the said term to supply hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the building and also from the 15th day of October to the 15th day of May inclusive in each year to supply hot water for heating to the radiators fixed in the Flat or other heating media therein so as to maintain a reasonable and normal temperature

(5) (a) That the Council will at all times during the said term (unless such insurance shall be vitiated by any act neglect default or omission of the Tenant) insure and keep insured the Building of which the Flat forms part against loss or damage by fire and full comprehensive risks including subsidence and other proper risks as the Council shall deem desirable or expedient (but not the contents

of the Flat) in an insurance office of repute in the full reinstatement value thereof and in case of destruction or damage by any of the insured risks (unless the insurance moneys become or shall have become irrecoverable through any act or default of the Tenant) will with all reasonable speed cause all moneys received in respect of such insurance (other than in respect of fees) to be forthwith paid out in reinstating the same

(b) for the purposes of these presents the expression "the full reinstatement value" shall mean the costs which would be likely to be incurred (including fees) in reinstating the Flat in accordance with the requirements of these presents at the time when such reinstatement is likely to take place and shall be determined in the first instance by the Council but shall be in such greater amount as the Tenant may require

(c) As often as the Flat or the Building or any part thereof shall be destroyed or damaged as aforesaid to rebuild and reinstate the same AND IT IS HEREBY AGREED that any moneys received in respect of such insurance shall be applied in so rebuilding or reinstating in accordance with the then existing bye-laws regulations and planning or development schemes of any competent authority then effecting the same and if the moneys received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstating to make up any deficiency out of its own moneys but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance moneys being wholly or partially irrecoverable by reason of any act or default of the tenant

(d) To effect insurance against the liability of the Council to third parties and against such other risks and in such amount as

the Council shall think fit (but not against the liability of individual Tenants as occupiers of other flats in the Building)

(6) That every lease for a term of not less than one year of other flats in the Building which the Council shall demise shall grant and except and reserve such rights and contain such covenants by the Council as are herein described and also shall contain covenants by the Tenant in the terms of the covenants contained in Clause 2 hereof

(7) That (if so reasonably required by the Tenant or any mortgagee of the Tenant) the Council will enforce the covenants similar to those contained in Clause 2 hereof entered into or to be entered into by the purchaser or tenants of other flats in the Building PROVIDED THAT the Council shall not be required to incur any legal or other costs under this sub-clause unless and until such security as the Council in its reasonably exercised discretion may require shall have been given by the Tenant or mortgagee requesting such enforcement

(8) To externally redecorate the Flat and Building of which it forms part in accordance with the Council's cyclical external repainting programme in a good and workmanlike manner with good quality materials to the reasonable satisfaction of the Tenant

4. It is hereby agreed and declared that:-

(1) If the said rents or any part thereof shall be unpaid for twenty-one days next after becoming payable (whether the same shall have been formally demanded or not) or if the Tenant shall not perform or observe all the covenants and provisions hereby on the part of the Tenant to be performed or observed then and in any of the said cases thenceforth it shall be lawful for the Council or any person or persons duly authorised by the Council in that behalf to re-enter into or upon the Flat or any part thereof in the name of

the whole and to repossess and enjoy the same as if this Lease had not been made but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the covenants by the Tenant herein contained

(2) Notwithstanding anything herein contained the Council shall be under no greater liability either to parties hereto or to strangers to this contract who may be permitted to enter or use the Building for accidents happening injuries sustained or for loss of or damage to goods or chattels in the Building or in any part thereof arising from the negligence of the Council or that of any servant or agent of the Council or otherwise than the obligations involved in the common duty of care

(3) Notwithstanding anything herein contained the Council shall not be liable to the Tenant nor shall the Tenant have any claim against the Council in respect of

(a) any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Council's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or labour disputes or any act omission or negligence of any caretaker attendant or other servant of the Council in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

(b) any termination of any of the services hereinbefore mentioned if the Council in its reasonably exercised discretion shall decide that such services are no longer reasonably required on the Estate or that they are no longer economically viable

(4) Subject to Clause 3(7) nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Council or to limit or affect the right of the Council in respect of any other premises belonging to the Council to deal with the same now or at any time hereafter in any manner which may be thought fit

(5) No demand for or acceptance of rent by the Council or its agent with knowledge of a breach of any of the covenants on the part of the Tenant contained in these presents shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach of covenant and the Tenant and any person taking any estate or interest under or through the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Council or its agent as a defence in any action for forfeiture or otherwise Provided however that this provision shall have effect in relation only to a demand for or acceptance of rent during such period as may be reasonable for enabling the parties hereto to carry on negotiations for remedying the said breach once the Council or its agent has received knowledge thereof

(6) Nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of their functions as a local planning highway or bye-law authority and the rights powers duties and obligations of the Council under all public and private statutes bye-laws orders and regulations may be as fully and effectively exercised in relation to the Flat as if they were not the owners of the flat and as if this lease had not been executed by the Council and no consent issued pursuant to the

provisions of this Lease shall constitute a consent for the purposes of any statutory powers vested in the Council.

(7) In case of dispute between the Tenant and any Lessee tenant or occupier of any part of the building not hereby demised or between the Tenant and any owner or occupier of any adjoining or neighbouring property relating to any part of the Building such dispute shall be referred to the Council's Director of Housing & Property Services for the time being and the decision of the Borough Valuer (as between the Tenant and any other Lessee Tenant or Occupier of any part of the Building) shall be final and binding

(8) For the purpose of service of all notices hereby or by statute authorised to be served the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 shall be deemed to be incorporated herein. All Notices to be served upon the Council shall be sent by Recorded Delivery post and addressed to the Head of Legal Division, Town Hall, Brixton Hill, London SW2 1RW

(9) The Council hereby applies to the Registrar to enter on the Register

(i) a notice of the Exceptions and Reservations contained in the Third Schedule and the covenants contained in Clause 2(27)(b)

(ii) a restriction to the following effect "that except under an Order of the Registrar no disposition by the proprietor by way of assignment or underlease made within a period of three years from the ^{18th June 1990} ~~date of this Lease~~ is to be registered without the consent of the Council of the London Borough of Lambeth"

(10) IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of

transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds thirty thousand pounds (£30,000)

IN WITNESS whereof the Council has affixed its Common Seal and the Tenant has affixed his hand and seal the day and year first before written

FIRST SCHEDULE

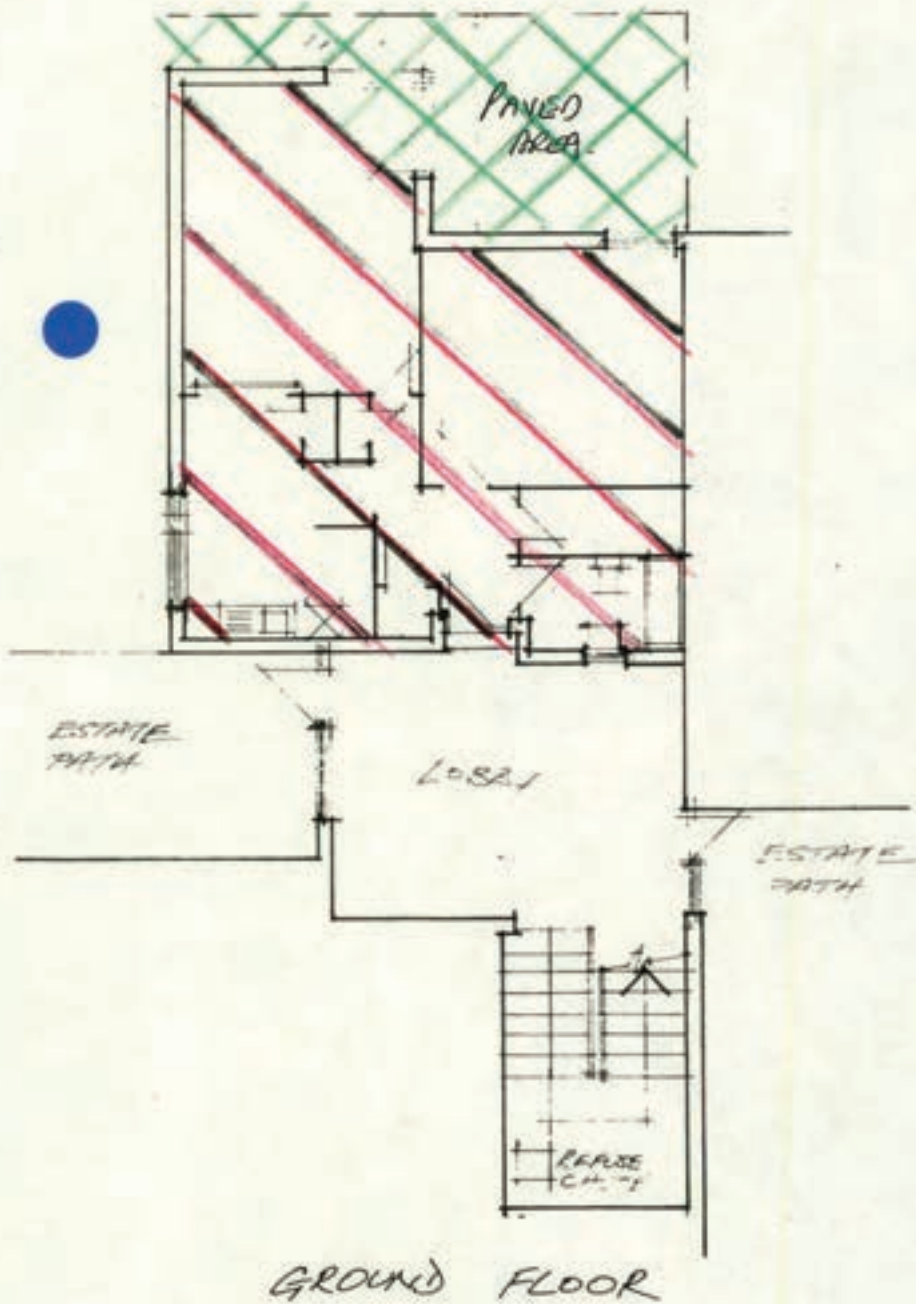
ALL THAT Flat shown hatched red on the plan annexed hereto (and for the purposes of identification only shown coloured pink on the said plan) and numbered 131 on the GROUND floor of the Building known as 130-139 COBURG CRESCENT which for the purpose of identification only is shown edged blue on the said plan such Flat and Building being located on the Council's Estate known as PALACE ROAD

SECOND SCHEDULE

EASEMENTS RIGHTS AND PRIVILEGES INCLUDED IN THIS DEMISE

1. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or night to go pass and repass on foot only over and along the main entrance of the Building and the common passages landings and staircases thereof and to use the passenger lift (if any) therein and the gardens forecourts roadways pathways (if any) in the curtilage thereof provided nevertheless that the Tenant shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise
2. Full right and liberty for the Tenant and all persons authorised by him as aforesaid at all times by day or night to go pass and repass on foot only over the common pathways on the Estate and by motor vehicle over the common roadways on the Estate

131 COBURG CRESCENT SW2



Handwritten signature

LAMBETH

date
9/90

scale
1:100

Borough Development Department

Courtenay House
9-15 New Park Road
London SW2 4DU 01 874 9844

Handwritten initials: R22/CDG.

job no drawing no rev

LOCATION PLAN 1:1250



3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in under or passing through the Building or any part thereof

4. The right of support and protection for the benefit of the Flat as is now enjoyed from the other flats and all other parts of the Building

5. The right to enter into and upon any other flat in the Building or any other part of the Building to carry out the covenants for repair on the part of the Tenant herein contained or for the purposes of inspection of the Flat the Tenant making as little disturbance as possible and making good all damage caused thereto

THIRD SCHEDULE

THERE ARE EXCEPTED AND RESERVED OUT OF THIS DEMISE:

1. Unto the Council the easements rights and privileges over and along and through the Flat equivalent to those set forth in paragraph 3 of the Second Schedule hereto and the right to enter into the Flat for the purpose of inspecting repairing renewing relaying cleansing maintaining and connecting up to any such existing or future sewers drains channels watercourses cables pipes and wires making as little disturbance or damage as possible and making good all damage caused thereto
2. The right at any time hereafter to rebuild alter or change the use of any of the adjoining or neighbouring buildings (but not the Building of which the Flat forms part) in any manner whatsoever Together with the right to erect further buildings or structures on the Estate and to enlarge the Estate by the addition of further land

with or without buildings and in such manner as shall be approved by the Council notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the Flat or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or user

3. The right of support and protection for the benefit of the other flats and all other parts of the Building as is now enjoyed from the Flat demised by this Lease and the right at any time hereafter to install and maintain in or upon the Building television and radio receiving aeriels electric entry systems or similar apparatus including self locking doors to the main entrances and passages of the Building

FOURTH SCHEDULE

THE COUNCIL'S EXPENSES AND OUTGOINGS AND OTHER HEADS OF EXPENDITURE IN RESPECT OF WHICH THE TENANT IS TO PAY A PROPORTIONATE PART BY WAY OF SERVICE

PART 1

AS TO THE BUILDING IN WHICH THE FLAT IS SITUATED

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals re-instatements rebuilding cleansing and decoration to or in relation to the Building and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:-

1. The expenses of maintaining repairing lighting redecorating and renewing amending cleaning repointing painting the Building and

all parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clauses 3(3) and 3(4) hereof

2. The cost of periodically inspecting maintaining overhauling repairing renewing and where necessary replacing the whole of the heating and domestic hot water systems serving the Building and the lifts lift shafts and machinery therein (if any)

3. The cost of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Building the electric current for operating the passenger lifts (if any) and the electric current used for the communal lighting within the Building

4. The cost of insuring and keeping insured throughout the term hereby created the Building and all parts thereof and landlord's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging against the insured risks described in Clause 3(5) hereof and the cost of making good structural defects falling within Paragraph 18 of Schedule 6 of the Housing Act 1985 and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including three years' loss of rent and architects' and surveyors' fees

5. Where a caretaking service is provided at the date hereof the cost of employing maintaining and providing accommodation in the Building or on the Estate or in any neighbouring property of the Council for a caretaker or caretakers

6. The cost of carpeting re-carpeting or providing other floor covering decorating and lighting the passages landings staircases and other parts of the Building and of keeping the other parts of

the building not otherwise specifically referred to in this schedule in good repair and condition

7. All charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Building

8. The reasonable costs incurred by the Council in the management of the Building including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total service charge

9. The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric systems or similar apparatus (if any) installed or to be installed in or on the said Building and used or capable of being used by the Tenant in common as aforesaid

10. The cost of taking all steps deemed desirable or expedient by the Council for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Tenant is not directly liable hereunder

PART 2

AS TO THE ESTATE UPON WHICH THE BUILDING IS SITUATED

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements rebuilding cleansing and decoration to or in relation to the Estate and in particular but without prejudice to the generality of the

foregoing all such costs charges and expenses in respect of the following:-

1. The reasonable costs incurred by the Council in the management of the Estate including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total Service Charge
2. The cost and expense of making repairing maintaining rebuilding lighting and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fences walls or other conveniences which may belong to or be used for the Building in common with other premises on the Estate
3. The upkeep of the gardens forecourts unadopted roadways and pathways within the curtilage of the Building
4. The cost of installing maintaining repairing and renewing the television and radio receiving aerials (if any) installed or to be installed on the estate and used or capable of being used by the Tenant in common as aforesaid
5. All charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Estate (other than income)
6. The cost of insuring and keeping insured throughout the term hereby created those parts of the Estate used or capable of being used by the Tenant in common as aforesaid and landlord's fixtures and fittings thereon and all the appurtenances apparatus and other things thereto belonging against the insurable risks described in Clause 3(5) hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including loss of rent and architects'

and surveyors' fees

FIFTH SCHEDULE

TERMS AND PROVISIONS RELATING TO SERVICE CHARGE

- (a) The amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called the "certificate") signed by the Council's Director of Finance or other duly authorised officer annually and as soon after the end of the Council's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned
- (b) A copy of the certificate for each such financial year shall be supplied by the Council to the Tenant on written request and without charge to the Tenant
- (c) The certificate shall contain a summary of the Council's expenses and outgoings incurred by the Council during the Council's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify other than in the case of manifest error
- (d) The annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated as follows:-
- (i) by dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 1 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value (in force at the end of such year) of all the flats (excluding caretaker's accommodation if any) in the Building and then

multiplying the resultant amount by the rateable values (in force at the same date) of the Flat (hereinafter called "the Building Element")

- (ii) by dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 2 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value (in force at the end of such year) of all dwellings on the estate and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat (hereinafter called "the Estate Element") and

(iii) by adding the Building Element to the Estate Element

(e) The Tenant shall if required by the Council with every payment of rent reserved hereunder pay to the Council such sum in advance on account of the Service Charge as the Council shall specify at its reasonably exercised discretion to be a fair and reasonable interim payment

(f) As soon as it is practicable after the signature of the certificate the Council shall furnish to the Tenant an account of the Service Charge payable by the Tenant for the year in question due credit being given therein for all interim payments made by the Tenant in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Council the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Council to the Tenant any amount which may have been overpaid by the Tenant by way of interim payment as the case may require

(g) It is hereby agreed and declared that the Council shall not be

entitled to re-enter under the provision in that behalf hereinafter, contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature of the certificate but nothing in this clause or these presents contained shall disable the Council from maintaining an action against the Tenant in respect of non-payment of any such interim payment as aforesaid notwithstanding that the certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Council that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to the prospective Service Charge ultimately payable by the Tenant

(h) Provided always and notwithstanding anything herein contained it is agreed and declared as follows:

(i) That in regard to the commencement of the term hereby granted the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of commencement of the said term to such ensuing 31st March

(ii) That the provisions of paragraph (f) hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term

SIXTH SCHEDULE

RESTRICTIONS AND REGULATIONS IMPOSED IN RESPECT OF THE FLAT

1. The Tenant shall not place leave or cause to be placed or left any refuse or rubbish in any common part of the Building

2. The Tenant shall not park any private heavy trade or commercial motor vehicle or caravan in any garden forecourt roadway or pathway on the Estate

3. The Tenant shall comply with and be bound by any special regulations made by the Council relating to the use of any baggage or cycle room or store garage or parking lot which shall be published by notice affixed therein or handed to the Tenant or his agent Anything left therein shall be at the Tenant's entire risk any such user by the Tenant shall be a matter of collateral arrangement between the parties and shall not be enjoyed as of right other than that conferred by any such arrangement

4. The Tenant shall ensure that any domestic pet is kept under proper control

5. Not to permit or suffer the number of persons occupying the demised premises to exceed the permitted number so specified in Section 326(3) of the Housing Act 1985

6. All further or other rules and regulations made at any time and from time to time by the Council in addition to or substitution for the foregoing rules and regulations or any of them which the Council may deem necessary or expedient for the safety care or cleanliness of the Building or any part thereof or for securing the comfort and convenience of all tenants in the Building shall be observed PROVIDED ALWAYS that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden

SIGNED & DELIVERED)
as a deed by The)
Tenant in the)
presence of)

THE COMMON SEAL OF THE MAYOR AND)
BURGESSES OF THE LONDON BOROUGH)
OF LAMBETH WAS HEREUNTO AFFIXED)
IN THE PRESENCE OF:-)



Authorised Officer

DATED

19

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF LAMBETH

- to -

HOUSING ACT 1985

~~COUNTERPART~~ LEASE

Property known as:-

[REDACTED]
Ponton House
41 Palace Road
London
SW2 3EQ

Property Reference: [REDACTED]
Property Address: [REDACTED] Ponton House, 41 Palace Road, London, SW2 3EQ
Scheme Reference: 915907/1
Date: 22 JUNE 2020

Dear [REDACTED] Current Leaseholder(s),

Making your home warm, dry and secure – please read carefully

2020/21: Palace Road Estate Phase 3 Capital Works

I have some good news. Your block and/or estate is included in the London Borough of Lambeth's 2020/21 major works programme.

The programme is to ensure that all residents living in Lambeth properties have homes that are warm, dry and secure. We call this the Lambeth Housing Standard, and you can find more information about it here: www.lambeth.gov.uk/council-tenants-and-homeowners/lambeth-housing-standard.

As a leaseholder, you will know that you have to make a contribution towards the cost of major works, and be consulted under Section 20 of the Landlord & Tenant Act 1985. This means that:

- you don't need to do anything now
- you will soon receive a Section 20 Notice from the Homeownership Major Works Team; and
- your estimated service charge for 2021/22 will include your contribution for the works.

We have asked building surveying consultants Pellings LLP to work out the level of major works required. When they have done this, I will send you another letter; this will be called a Notice of Intention.

The Notice of Intention will include overview details of the works proposed to your own block and/or estate. You will get a chance to have your say, as there will be a 30 day consultation period. We will explain how you can nominate a contractor to carry out all the works under the proposed tender.

Please do take the time to watch a short (5 minute) film which explains what a Section 20 notice is and what this means for you: https://youtu.be/Q_Md5aWBU84

You do not need to do anything now, but if you have any more questions, this is how you can ask them:

- For questions about this letter or the Section 20 process, call our friendly Homeownership Major Works team on 0207 926 6521.
- For questions relating to your service charge account or to discuss how you might be affected by a possible major works invoice in 2021/22, you can call our dedicated Collections Team on 0207 926 7132.
- To update your details, or if you have a general question unrelated to this letter, call our Customer Services Team on 0207 926 1116.

You can call us Monday to Friday 9am to 5pm. You can also email HMhomeownership@lambeth.gov.uk or write to London Borough of Lambeth, Homeownership & Rents, PO Box 734, Winchester, SO23 5DG, or if you prefer, there is also a live chat facility 'Tawk' on our website www.lambeth.gov.uk/council-tenants-andhomeowners/homeowners

What happens next?

Introduce the Homeownership Major Works Team and the Collections Team.	Complete
Hand over to Pellings LLP to carry out initial surveys to your block/estate.	Complete
Send you a Notice of Intention	View this short film explaining what a Notice of Intention is: https://youtu.be/Q_Md5aWBU84
Hand over to the Capital Works or Technical Services Team for the tender stage.	This will happen when the consultation period is over and all observations have been responded to.
Send you a Notice of Estimates. You will find out what your contribution is towards these works.	You will find out what your estimated contribution will be. View this short film explaining what a Notice of Estimates is: https://youtu.be/Q_Md5aWBU84
Send you a Notice of Award (if applicable)	View this short film explaining what a Notice of Award is: https://youtu.be/Q_Md5aWBU84
Hand over to the Capital Works or Technical Services Team for the commencement and monitoring of work	Details of the Project Manager will be provided should you wish to engage during the works.
Send you your invoice for the works (Estimate and Actual)	For more details on payment option for major works service charge invoices visit: https://www.lambeth.gov.uk/council-



[REDACTED] Current Leaseholder(s)

Chalner House
140 Coburg Crescent
London
SW2 3HX

Property Reference: [REDACTED]

Property Address: [REDACTED] Chalner House, 140 Coburg Crescent, London, SW2 3HX

Scheme Reference: 915907/1

Date: 22 JUNE 2020

Dear [REDACTED] Current Leaseholder(s),

Making your home warm, dry and secure – please read carefully

2020/21: Palace Road Estate Phase 3 Capital Works

I have some good news. Your block and/or estate is included in the London Borough of Lambeth's 2020/21 major works programme.

The programme is to ensure that all residents living in Lambeth properties have homes that are warm, dry and secure. We call this the Lambeth Housing Standard, and you can find more information about it here: www.lambeth.gov.uk/council-tenants-and-homeowners/lambeth-housing-standard.

As a leaseholder, you will know that you have to make a contribution towards the cost of major works, and be consulted under Section 20 of the Landlord & Tenant Act 1985. This means that:

- you don't need to do anything now
- you will soon receive a Section 20 Notice from the Homeownership Major Works Team; and
- your estimated service charge for 2021/22 will include your contribution for the works.

We have asked building surveying consultants Pellings LLP to work out the level of major works required. When they have done this, I will send you another letter; this will be called a Notice of Intention.

The Notice of Intention will include overview details of the works proposed to your own block and/or estate. You will get a chance to have your say, as there will be a 30 day consultation period. We will explain how you can nominate a contractor to carry out all the works under the proposed tender.

Please do take the time to watch a short (5 minute) film which explains what a Section 20 notice is and what this means for you: https://youtu.be/Q_Md5aWBu84

You do not need to do anything now, but if you have any more questions, this is how you can ask them:

- For questions about this letter or the Section 20 process, call our friendly Homeownership Major Works team on 0207 926 6521.
- For questions relating to your service charge account or to discuss how you might be affected by a possible major works invoice in 2021/22, you can call our dedicated Collections Team on 0207 926 7132.
- To update your details, or if you have a general question unrelated to this letter, call our Customer Services Team on 0207 926 1116.

You can call us Monday to Friday 9am to 5pm. You can also email HMhomeownership@lambeth.gov.uk or write to London Borough of Lambeth, Homeownership & Rents, PO Box 734, Winchester, SO23 5DG, or if you prefer, there is also a live chat facility 'Tawk' on our website www.lambeth.gov.uk/council-tenants-andhomeowners/homeowners

What happens next?

Introduce the Homeownership Major Works Team and the Collections Team.	Complete
Hand over to Pellings LLP to carry out initial surveys to your block/estate.	Complete
Send you a Notice of Intention	View this short film explaining what a Notice of Intention is: https://youtu.be/Q_Md5aWBu84
Hand over to the Capital Works or Technical Services Team for the tender stage.	This will happen when the consultation period is over and all observations have been responded to.
Send you a Notice of Estimates. You will find out what your contribution is towards these works.	You will find out what your estimated contribution will be. View this short film explaining what a Notice of Estimates is: https://youtu.be/Q_Md5aWBu84
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██████████ The Current Leaseholder(s)
Despard House
43 Palace Road
London
SW2 3EW

Property Reference: ██████████
Property Address: ██████████ Despard House, 43 Palace Road, London, SW2 3EW
Scheme Reference: 915907/1
Date: 22 JUNE 2020

Dear ██████████ The Current Leaseholder(s),

Making your home warm, dry and secure – please read carefully

2020/21: Palace Road Estate Phase 3 Capital Works

I have some good news. Your block and/or estate is included in the London Borough of Lambeth's 2020/21 major works programme.

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██████████ The Current Leaseholder(s)
██████████ Coburg Crescent
London
SW2 3HU

Property Reference: ██████████
Property Address: ██████████ Coburg Crescent, London, SW2 3HU
Scheme Reference: 915907/1
Date: 22 JUNE 2020

Dear ██████████ The Current Leaseholder(s),

Making your home warm, dry and secure – please read carefully

2020/21: Palace Road Estate Phase 3 Capital Works

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[REDACTED] The Current Leaseholder(s)
Chalner House
140 Coburg Crescent
London
SW2 3HX

Property Reference: [REDACTED]
Property Address: [REDACTED] Chalner House, 140 Coburg Crescent, London, SW2 3HX
Scheme Reference: 915907/1
Date: 07 July 2020

Dear [REDACTED] The Current Leaseholder(s),

Making your home warm, dry and secure – more information, please read carefully

2020/2021: Capital Works - Palace Road Estate Phase 3

I wrote to you on the 22 June 2020 to tell you that your block and/or estate is included in the London Borough of Lambeth's 2020/21 major works programme. This letter is the **Notice of Intention**. This letter explains what we plan to do, and the tender to carry out the work.

This notice is served under Section 20 of the Landlord & Tenant Act 1985 (as amended by section 151 of the Commonhold & Leasehold Reform Act 2002) and Schedule 4 (2) (Regulation 7(4) of the Service Charges (Consultation Requirements) (England) Regulations 2003.

A description of the work proposed to be carried out under the tender your block and/or estate forms a part of:

The works include external and communal upgrade works to Ponton House, Chalner House, Ducavel House and 130-139 Coburg Crescent, circa 86 flats across 4 separate blocks, any nominated contractor should be able to deliver works to this scale and works as listed. The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and

where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork, repointing and the replacement of any existing defective timber cladding prior to redecoration works. Any concrete surfaces will be tested once access is available and areas repaired as required. All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

The reason for this work is:

The flat roofs are at the end of their life expectancy and multiple reports of leaks have been communicated to Lambeth across the estate and are therefore recommended for replacement. The windows require significant repairs and in the main are circa 30-40 years old and as such are reaching the end of their serviceable life and therefore require renewal. The front communal balcony screens are not fire rated and it has been highlighted in a recent Fire Risk Assessment that these should be upgraded to a fire rated standard up to 1.2m height to allow for safe means of escape and comply with current fire standards. The brickwork is not in a considerably poor condition, however, whilst scaffold is erected and access provided, any clearly defective areas should be repaired to minimise future maintenance and leave the building watertight. The timber cladding at high level specifically and in various locations is rotten and requires replacement to leave the building water tight. The external and communal decorations to the building require cyclical upgrade works and redecoration is recommended to provide protection to the underlying surfaces. The communal and private balcony glass/ timber balustrades are rotten in areas and the glass is cracked or defective, repairs are required as these are considered a health and safety concern. Asbestos surveys are required to comply with the Asbestos Regulations 2012 and ensure compliance with the Health and Safety Executive. All work areas are to be surveyed prior to commencing and any asbestos identified should be considered in regards to condition and removed under safe conditions where likely to affect the proposed work.

A description of the work proposed to be carried out to your block and/or estate:

The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork and repointing. Any concrete surfaces will be tested once access is available and areas repaired as required. All previously painted surfaces are to be redecorated to both external and communal parts



of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

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The flat roofs are at the end of their life expectancy and multiple reports of leaks have been communicated to Lambeth across the estate and therefore recommended for replacement. The windows require significant repairs and are circa 30-40 years old and as such are reaching the end of their serviceable life and therefore require renewal. The brickwork is not in a considerably poor condition, however, whilst scaffold is erected and access provided, any clearly defective areas should be repaired to minimise future maintenance and leave the building watertight. The external and communal decorations to the building require cyclical upgrade works and redecoration is recommended to provide protection to the underlying surfaces. The communal and private balcony glass/ timber balustrades are rotten in areas and the glass is cracked or defective, repairs are required as these are considered a health and safety concern. Asbestos surveys are required to comply with the Asbestos Regulations 2012 and ensure compliance with the Health and Safety Executive. All work areas are to be surveyed prior to commencing and any asbestos identified should be considered in regards to condition and removed under safe conditions where likely to affect the proposed work.

I explained to you in my letter dated 22 June 2020 that our consultant Pellings LLP would advise us what work is needed. A list of frequently asked questions and an options appraisal survey is available on request.

Here are the findings of CHALNER HOUSE.

<p>Asbestos Removal</p>	<p>This item allows for undertaking a full Refurbishment and Demolition asbestos survey prior to works being undertaken to comply with current health and safety requirements and the Asbestos Regulations 2012. Note, surveys will be undertaken to all external areas and internal areas as required. We are unable to fully survey or test areas until the scaffold is erected. Any asbestos identified which affects our working areas or is in a poor condition will be safely removed and replaced with a non</p>
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	asbestos equivalent. The figure for removal is a provisional sum as the level of asbestos is currently unknown. Figure to be revised prior to final account subject to works undertaken, backup to costs and asbestos surveys provided on completion.
	These costs relate to repairs to the balconies as necessary. This figure is a provisional sum as the number and size of repairs can not be quantified until areas of timber are surveyed and rotten areas removed and replaced externally. Once scaffold is complete, all areas will be surveyed by Lambeth and their consultants Pellings LLP and repairs will be scheduled and the attached provisional sum will be revised in accordance with actual works undertaken. Any existing asphalt walkway coverings to be repaired where split or defective. Full CCTV survey to be undertaken on the drainage/ downpipes to the balconies and any repairs identified.
Balcony works	
Bin Chambers	
Boundary Walls and Fences	
Boundaries	
Building Floor works	
Communal Heating works	
Communal Doors	
Communal Area Repairs and Decorations	The communal and external decorations are in a poor condition and require redecorations in accordance with Lambeth's cyclical programme. Areas include but are not limited to, staircases, private and communal balconies, timber cladding, communal doors, handrails and all previously painted surfaces.
Concrete Repairs	These works relate to all repairs required to the existing concrete surfaces to the building, including but not limited to the concrete lintels above windows, concrete soffits to private or communal balcony areas or stairwells and any other existing concrete where defective. Upon erection of the scaffold, all concrete will be tested to check its condition by both Lambeth and Pellings. Defective areas will be scheduled in terms of size and location, sections will be removed and repaired



	with new concrete to match, along with any repairs to the existing steel reinforcement. Corrosion inhibitors will be applied to any existing concrete to extend the life of the concrete and minimise future maintenance.
Damp works	
Door Entry Systems and Access	
Drainage works	
Electrical Installations	
Emergency Lighting	
Estate works	
External Redecoration	The communal and external decorations are in a poor condition and require redecorations in accordance with Lambeth's cyclical programme. Areas include but are not limited to, staircases, private and communal balconies, timber cladding, communal doors, handrails and all previously painted surfaces.
External Walls	These works relate to repairs to brickwork and timber cladding surfaces on the building, as necessary. This figure is a provisional sum as the number and size of repairs can not be quantified until the scaffold is erected. Once scaffold is complete, all areas will be surveyed by Lambeth and their consultants Pellings LLP and repairs will be scheduled and the attached provisional sum will be revised in accordance with actual works undertaken. Repair schedules will be provided to justify all costs and only the number of repairs identified will be charged to Lambeth and leaseholders at final billing stage. The works will include but are not limited to, brickwork repairs where defective, repointing of the existing areas of the building where defective and repairs/ replacement of any existing timber cladding to the building which is rotten, prior to any redecorations.
Fire Safety works	
Hard Landscaping	
Environmental works	
Lift works	
Lightning Protection	Lightning Protection is required to all buildings over 2-3 storeys height. A



	<p>survey will be undertaken by a competent lightning protection company to confirm the exact extent of protection required. This item allows for the supply and installation of lightning protection to the block.</p>
Rain Water goods	<p>Rainwater outlets are provided on the existing flat roofs, The existing rainwater goods run internally within the building and connect directly in to the underground drainage. A CCTV survey will be undertaken of the existing internal downpipes to ensure that there are no blockages and are free flowing.</p>
Refuse, Skips and Recycling Systems	<p>This item allows for the removal and disposal of any on site waste created by the works. It will include for lockable skips or skips protected via heras fencing. This item will only include waste created by the works being undertaken such as windows/ roofing etc. being removed.</p>
Roof works	<p>The existing roofs are in a poor condition and at the end of their life expectancy. The roofs are to be replaced with a new 3 layer felt system with associated flashings and detailing as required. Signs of leaks from Lambeths maintenance register have been recorded and it is clear that the roofs require replacement. Building Control sign off is required for the works relating to the windows and roofs and the works will therefore include statutory fees for applications and sign off by Building Control. Prior to replacing the roof, it is also requirement for the contractor to confirm what gas appliances are in each flat, the location of any gas flues/ proximity to window openings and whether any of the appliances vent through the roof or walls adjacent to working areas to ensure that these are turned off whilst works being undertaken adjacent to any flues. All new roofs will have a minimum 25 year guarantee.</p>
Scaffolding	<p>Access is required to complete all of the necessary roof/ window replacement and associated fabric repairs to the building. A full scaffold is required to comply with current health and safety requirements. Where the contractor can utilise other</p>



	methods for access to create savings, this will be included within the proposed tender, to ensure that methods are used to maximise savings.
Service	
Structural works	
Surveys	
TV Aerial works	This item relates to the removal of TV aerials and their relocation on to the proposed scaffold, to ensure that signal is not affected during the programme of works. It will allow for any associated call outs for any issues and for reinstatement in the same location. Any TV aerials that are redundant will be removed and disposed of.
Ventilation works	
Water Pumps	
Water Supply works	
Windows	This work involves the replacement of the existing windows with new double glazed PVCu equivalents. The windows are a mixture of UPVC, timber framed single glazed and aluminium framed thin double glazed casement windows. The timber windows are nearing the end of their life expectancy and a survey to similar blocks adjacent has identified that significant repairs are required to the windows. Where windows have been replaced in PVCu, these will be allowed for renewal. This will then be subject to review by Lambeth and their consultants once on site. If windows are compliant in regards to Building Control and Planning Requirements, these will be left in situ and a saving will provided to both Lambeth and the leaseholders at final billing stage.
Contingency	A contingency sum will be included in the tender. This is to cover any unforeseen works identified during the project and will be monitored and reported to residents via monthly progress meetings.
Overheads and Profits	Overheads include costs relating to accountancy and indirect costs such as rent rates, utility costs, scheme signage, insurances, salaries, central administration, legal fees, office



	equipment and travel. Construction contracts also include a profit within the contract, which the contractor makes for undertaking the works.
Preliminaries	Preliminary fees account for site management i.e. contract manager and supervisory staff, a resident liaison officer, quantity surveyor and foreman. This fee also includes for site welfare such as toilets, storage and canteen facilities for the construction team required by the Health and Safety Executive. Other preliminary items include insurances, telephone/ fax and IT equipment, site security, plant hire, heras fencing, health and safety welfare, container storage hire and licences.
Consultant Fees	The tender will not include a consultancy element as Pellings LLP were awarded the consultancy contract in 2019 for the design and contract administration. The fee for the consultancy will be included in the Notice of Estimate.

Observations

You may have already been in contact since receiving my letter dated the 22 June 2020. Now that you have more information, you may wish to get in contact again. If you do, I invite you to send in your written observation in relation to the proposed works. Your observation (should you choose to send one in) must be delivered to the address below by the 11 August 2020. This is 35 days from the date of this letter and when the relevant period ends.

Below are some ways you can send in an observation if you choose to.

- Online via our E-Form: <https://www.lambeth.gov.uk/council-tenants-and-homeowners/homeowners/major-works-to-your-home>.
- Email HMhomeownership@lambeth.gov.uk.
- Write to the London Borough of Lambeth, Homeownership & Rents, PO Box 734, Winchester, SO23 5DG.

If you choose to contact us in writing please include reference 915907/1 and make it clear that you are sending in a Section 20 Observation. By doing this, you are ensuring it gets to the correct team quickly.

Alternatively, you may find it easier to call and speak with someone directly. Our friendly Major Works team within Homeownership & Rents are here to answer any questions you have. You can call the team directly on 0207 926 6521 Monday to Friday 9am to 5pm. If you prefer, there is also a live chat facility 'Tawk' on our



website www.lambeth.gov.uk/council-tenants-andhomeowners/homeowners

You can suggest a contractor

London Borough of Lambeth will ask contractors for quotes to carry out all works to all the blocks and estates under the proposed tender and you have the right to nominate a contractor to carry out the following works:

The works include external and communal upgrade works to Ponton House, Chalner House, Ducavel House and 130-139 Coburg Crescent, circa 86 flats across 4 separate blocks, any nominated contractor should be able to deliver works to this scale and works as listed. The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork, repointing and the replacement of any existing defective timber cladding prior to redecoration works. Any concrete surfaces will be tested once access is available and areas repaired as required. All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

If you would like to nominate a contractor, I invite you by the 11 August 2020 to propose the name of a person the London Borough of Lambeth should try to obtain an estimate for carrying out the above proposed works. To aid your nomination, please contact the Homeownership Major Works Team who will send you an example of a Pre-qualification questionnaire that you may wish to share with your intended nominee before submitting a formal nomination.

What happens next?

Introduce the Homeownership Major Works Team and the Collections Team.	Complete
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Send you a Notice of Intention	Complete
Hand over to the Capital Works or Technical Services Team for the tender stage.	This will happen when the consultation period is over and all observations have been responded to.

London Borough of Lambeth
Homeownership & Rents
PO Box 734
Winchester, S023 5DG

Telephone: 020 7926 6521
Lambeth.gov.uk



INVESTOR IN PEOPLE

Send you a Notice of Estimates.	You will find out what your estimated contribution will be. View this short film explaining what a Notice of Estimates is: https://youtu.be/Q_Md5aWBU84
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Thank you for taking the time to read this letter carefully.

Kind regards

Karen Kellaway

Karen Kellaway
Senior Major Works Co-ordinator
Homeownership & Rents



██████████ The Current Leaseholder(s)
██████████ Coburg Crescent
London
SW2 3HU

Property Reference: ██████████
Property Address: ██████████ Coburg Crescent, London, SW2 3HU
Scheme Reference: 915907/1
Date: 07 July 2020

Dear ██████████ The Current Leaseholder(s),

Making your home warm, dry and secure – more information, please read carefully

2020/2021: Capital Works - Palace Road Estate Phase 3

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This notice is served under Section 20 of the Landlord & Tenant Act 1985 (as amended by section 151 of the Commonhold & Leasehold Reform Act 2002) and Schedule 4 (2) (Regulation 7(4) of the Service Charges (Consultation Requirements) (England) Regulations 2003.

A description of the work proposed to be carried out under the tender your block and/or estate forms a part of:

The works include external and communal upgrade works to Ponton House, Chalner House, Ducavel House and 130-139 Coburg Crescent, circa 86 flats across 4 separate blocks, any nominated contractor should be able to deliver works to this scale and works as listed. The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and where applicable. The existing windows will be replaced with new PVCu double glazed

equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork, repointing and the replacement of any existing defective timber cladding prior to redecoration works. Any concrete surfaces will be tested once access is available and areas repaired as required. All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

The reason for this work is:

The flat roofs are at the end of their life expectancy and multiple reports of leaks have been communicated to Lambeth across the estate and are therefore recommended for replacement. The windows require significant repairs and in the main are circa 30-40 years old and as such are reaching the end of their serviceable life and therefore require renewal. The front communal balcony screens are not fire rated and it has been highlighted in a recent Fire Risk Assessment that these should be upgraded to a fire rated standard up to 1.2m height to allow for safe means of escape and comply with current fire standards. The brickwork is not in a considerably poor condition, however, whilst scaffold is erected and access provided, any clearly defective areas should be repaired to minimise future maintenance and leave the building watertight. The timber cladding at high level specifically and in various locations is rotten and requires replacement to leave the building water tight. The external and communal decorations to the building require cyclical upgrade works and redecoration is recommended to provide protection to the underlying surfaces. The communal and private balcony glass/ timber balustrades are rotten in areas and the glass is cracked or defective, repairs are required as these are considered a health and safety concern. Asbestos surveys are required to comply with the Asbestos Regulations 2012 and ensure compliance with the Health and Safety Executive. All work areas are to be surveyed prior to commencing and any asbestos identified should be considered in regards to condition and removed under safe conditions where likely to affect the proposed work.

A description of the work proposed to be carried out to your block and/or estate:

The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork and pointing. Any concrete surfaces will be tested once access is available and areas repaired as required. All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs



to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

The reason for this work is:

The flat roofs are at the end of their life expectancy and multiple reports of leaks have been communicated to Lambeth across the estate and therefore recommended for replacement. The windows require significant repairs and are circa 30-40 years old and as such are reaching the end of their serviceable life and therefore require renewal. The brickwork is not in a considerably poor condition, however, whilst scaffold is erected and access provided, any clearly defective areas should be repaired to minimise future maintenance and leave the building watertight. The external and communal decorations to the building require cyclical upgrade works and redecoration is recommended to provide protection to the underlying surfaces. The communal and private balcony glass/ timber balustrades are rotten in areas and the glass is cracked or defective, repairs are required as these are considered a health and safety concern. Asbestos surveys are required to comply with the Asbestos Regulations 2012 and ensure compliance with the Health and Safety Executive. All work areas are to be surveyed prior to commencing and any asbestos identified should be considered in regards to condition and removed under safe conditions where likely to affect the proposed work.

I explained to you in my letter dated 22 June 2020 that our consultant Pellings LLP would advise us what work is needed. A list of frequently asked questions and an options appraisal survey is available on request.

Here are the findings of COBURG CRESCENT 130-139.

<p>Asbestos Removal</p>	<p>This item allows for undertaking a full Refurbishment and Demolition asbestos survey prior to works being undertaken to comply with current health and safety requirements and the Asbestos Regulations 2012. Note, surveys will be undertaken to all external areas and internal areas as required. We are unable to fully survey or test areas until the scaffold is erected. Any asbestos identified which affects our working areas or is in a poor condition will be safely removed and replaced with a non asbestos equivalent. The figure for</p>
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	removal is a provisional sum as the level of asbestos is currently unknown. Figure to be revised prior to final account subject to works undertaken, backup to costs and asbestos surveys provided on completion.
	These costs relate to repairs to the balconies as necessary. This figure is a provisional sum as the number and size of repairs can not be quantified until areas of timber are surveyed and rotten areas removed and replaced externally. Once scaffold is complete, all areas will be surveyed by Lambeth and their consultants Pellings LLP and repairs will be scheduled and the attached provisional sum will be revised in accordance with actual works undertaken. Any existing asphalt walkway coverings to be repaired where split or defective. Full CCTV survey to be undertaken on the drainage/ downpipes to the balconies and any repairs identified.
Balcony works	
Bin Chambers	
Boundary Walls and Fences	
Boundaries	
Building Floor works	
Communal Heating works	
Communal Doors	
Communal Area Repairs and Decorations	The communal and external decorations are in a poor condition and require redecorations in accordance with Lambeth's cyclical programme. Areas include but are not limited to, staircases, private and communal balconies, communal doors, handrails and all previously painted surfaces.
Concrete Repairs	These works relate to all repairs required to the existing concrete surfaces to the building, including but not limited to the concrete lintels above windows, concrete soffits to private or communal balcony areas or stairwells and any other existing concrete where defective. Upon erection of the scaffold, all concrete will be tested to check its condition by both Lambeth and Pellings. Defective areas will be scheduled in terms of size and location, sections will be removed and repaired with new concrete to match, along with



	any repairs to the existing steel reinforcement. Corrosion inhibitors will be applied to any existing concrete to extend the life of the concrete and minimise future maintenance.
Damp works	
Door Entry Systems and Access	
Drainage works	
Electrical Installations	
Emergency Lighting	
Estate works	
External Redecoration	The communal and external decorations are in a poor condition and require redecorations in accordance with Lambeth's cyclical programme. Areas include but are not limited to, staircases, private and communal balconies, communal doors, handrails and all previously painted surfaces.
External Walls	These works relate to repairs to brickwork as necessary. This figure is a provisional sum as the number and size of repairs can not be quantified until the scaffold is erected. Once scaffold is complete, all areas will be surveyed by Lambeth and their consultants Pellings LLP and repairs will be scheduled and the attached provisional sum will be revised in accordance with actual works undertaken. Repair schedules will be provided to justify all costs and only the number of repairs identified with be charged to Lambeth and leaseholders at final billing stage. The works will include but are not limited to, brickwork repairs where defective, repointing of the existing areas of the building where defective.
Fire Safety works	
Hard Landscaping	
Environmental works	
Lift works	
Lightning Protection	Lightning Protection is required to all buildings over 2-3 storeys height. A survey will be undertaken by a competent lightning protection company to confirm the exact extent of protection required. This item allows for the supply and



	installation of lightning protection to the block.
Rain Water goods	Rainwater outlets are provided on the existing flat roofs, The existing rainwater goods run internally within the building and connect directly in to the underground drainage. A CCTV survey will be undertaken of the existing internal downpipes to ensure that there are no blockages and are free flowing.
Refuse, Skips and Recycling Systems	This item allows for the removal and disposal of any on site waste created by the works. It will include for lockable skips or skips protected via heras fencing. This item will only include waste created by the works being undertaken such as windows/ roofing etc. being removed.
Roof works	The existing roofs are in a poor condition and at the end of their life expectancy. The roofs are to be replaced with a new 3 layer felt system with associated flashings and detailing as required. Signs of leaks from Lambeths maintenance register have been recorded and it is clear that the roofs require replacement. Building Control sign off is required for the works relating to the windows and roofs and the works will therefore include statutory fees for applications and sign off by Building Control. Prior to replacing the roof, it is also requirement for the contractor to confirm what gas appliances are in each flat, the location of any gas flues/ proximity to window openings and whether any of the appliances vent through the roof or walls adjacent to working areas to ensure that these are turned off whilst works being undertaken adjacent to any flues. All new roofs will have a minimum 25 year guarantee.
Scaffolding	Access is required to complete all of the necessary roof/ window replacement and associated fabric repairs to the building. A full scaffold is required to comply with current health and safety requirements. Where the contractor can utilise other methods for access to create savings, this will be included within the proposed tender, to ensure that methods are used to maximise savings.



Service	
Structural works	
Surveys	
TV Aerial works	This item relates to the removal of TV aerals and their relocation on to the proposed scaffold, to ensure that signal is not affected during the programme of works. It will allow for any associated call outs for any issues and for reinstatement in the same location. Any TV aerals that are redundant will be removed and disposed of.
Ventilation works	
Water Pumps	
Water Supply works	
Windows	This work involves the replacement of the existing windows with new double glazed PVCu equivalents. The windows are a mixture of UPVC, timber framed single glazed and aluminium framed thin double glazed casement windows. The timber windows are nearing the end of their life expectancy and a survey to similar blocks adjacent has identified that significant repairs are required to the windows. Where windows have been replaced in PVCu, these will be allowed for renewal. This will then be subject to review by Lambeth and their consultants once on site. If windows are compliant in regards to Building Control and Planning Requirements, these will be left in situ and a saving will provided to both Lambeth and the leaseholders at final billing stage.
Contingency	A contingency sum will be included in the tender. This is to cover any unforeseen works identified during the project and will be monitored and reported to residents via monthly progress meetings.
Overheads and Profits	Overheads include costs relating to accountancy and indirect costs such as rent rates, utility costs, scheme signage, insurances, salaries, central administration, legal fees, office equipment and travel. Construction contracts also include a profit within the contract, which the contractor makes for undertaking the works.



Preliminaries	Preliminary fees account for site management i.e. contract manager and supervisory staff, a resident liaison officer, quantity surveyor and foreman. This fee also includes for site welfare such as toilets, storage and canteen facilities for the construction team required by the Health and Safety Executive. Other preliminary items include insurances, telephone/ fax and IT equipment, site security, plant hire, heras fencing, health and safety welfare, container storage hire and licences.
Consultant Fees	The tender will not include a consultancy element as Pellings LLP were awarded the consultancy contract in 2019 for the design and contract administration. The fee for the consultancy will be included in the Notice of Estimate.

Observations

You may have already been in contact since receiving my letter dated the 22 June 2020. Now that you have more information, you may wish to get in contact again. If you do, I invite you to send in your written observation in relation to the proposed works. Your observation (should you choose to send one in) must be delivered to the address below by the 11 August 2020. This is 35 days from the date of this letter and when the relevant period ends.

Below are some ways you can send in an observation if you choose to.

- Online via our E-Form: <https://www.lambeth.gov.uk/council-tenants-and-homeowners/homeowners/major-works-to-your-home>.
- Email HMhomeownership@lambeth.gov.uk.
- Write to the London Borough of Lambeth, Homeownership & Rents, PO Box 734, Winchester, SO23 5DG.

If you choose to contact us in writing please include reference 915907/1 and make it clear that you are sending in a Section 20 Observation. By doing this, you are ensuring it gets to the correct team quickly.

Alternatively, you may find it easier to call and speak with someone directly. Our friendly Major Works team within Homeownership & Rents are here to answer any questions you have. You can call the team directly on 0207 926 6521 Monday to Friday 9am to 5pm. If you prefer, there is also a live chat facility 'Tawk' on our website www.lambeth.gov.uk/council-tenants-andhomeowners/homeowners

You can suggest a contractor



London Borough of Lambeth will ask contractors for quotes to carry out all works to all the blocks and estates under the proposed tender and you have the right to nominate a contractor to carry out the following works:

The works include external and communal upgrade works to Ponton House, Chalner House, Ducavel House and 130-139 Coburg Crescent, circa 86 flats across 4 separate blocks, any nominated contractor should be able to deliver works to this scale and works as listed. The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork, repointing and the replacement of any existing defective timber cladding prior to redecoration works. Any concrete surfaces will be tested once access is available and areas repaired as required. All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

If you would like to nominate a contractor, I invite you by the 11 August 2020 to propose the name of a person the London Borough of Lambeth should try to obtain an estimate for carrying out the above proposed works. To aid your nomination, please contact the Homeownership Major Works Team who will send you an example of a Pre-qualification questionnaire that you may wish to share with your intended nominee before submitting a formal nomination.

What happens next?

Introduce the Homeownership Major Works Team and the Collections Team.	Complete
Hand over to Pellings LLP to carry out initial surveys to your block/estate.	Complete
Send you a Notice of Intention	Complete
Hand over to the Capital Works or Technical Services Team for the tender stage.	This will happen when the consultation period is over and all observations have been responded to.
Send you a Notice of Estimates.	You will find out what your estimated contribution will be.



	View this short film explaining what a Notice of Estimates is: https://youtu.be/Q_Md5aWBU84
Send you a Notice of Award (if applicable)	View this short film explaining what a Notice of Award is: https://youtu.be/Q_Md5aWBU84
Hand over to the Capital Works or Technical Services Team for the commencement and monitoring of work	Details of the Project Manager will be provided should you wish to engage during the works.
Send you your invoice for the works (Estimate and Actual)	For more details on payment option for major works service charge invoices visit: https://www.lambeth.gov.uk/council-tenants-and-homeowners/homeowners/major-works-to-your-home

Thank you for taking the time to read this letter carefully.

Kind regards

Karen Kellaway

Karen Kellaway
Senior Major Works Co-ordinator
Homeownership & Rents



[REDACTED] Current Leaseholder(s)
Despard House
43 Palace Road
London
SW2 3EW

Property Reference: [REDACTED]
Property Address: [REDACTED] House, 43 Palace Road, London, SW2 3EW
Scheme Reference: 915907/1
Date: 07 July 2020

Dear [REDACTED] The Current Leaseholder(s),

Making your home warm, dry and secure – more information, please read carefully

2020/2021: Capital Works - Palace Road Estate Phase 3

I wrote to you on the 22 June 2020 to tell you that your block and/or estate is included in the London Borough of Lambeth's 2020/21 major works programme. This letter is the **Notice of Intention**. This letter explains what we plan to do, and the tender to carry out the work.

This notice is served under Section 20 of the Landlord & Tenant Act 1985 (as amended by section 151 of the Commonhold & Leasehold Reform Act 2002) and Schedule 4 (2) (Regulation 7(4) of the Service Charges (Consultation Requirements) (England) Regulations 2003.

A description of the work proposed to be carried out under the tender your block and/or estate forms a part of:

The works include external and communal upgrade works to Ponton House, Chalner House, Ducavel House and 130-139 Coburg Crescent, circa 86 flats across 4 separate blocks, any nominated contractor should be able to deliver works to this scale and works as listed. The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and

where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork, repointing and the replacement of any existing defective timber cladding prior to redecoration works. Any concrete surfaces will be tested once access is available and areas repaired as required. All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

The reason for this work is:

The flat roofs are at the end of their life expectancy and multiple reports of leaks have been communicated to Lambeth across the estate and are therefore recommended for replacement. The windows require significant repairs and in the main are circa 30-40 years old and as such are reaching the end of their serviceable life and therefore require renewal. The front communal balcony screens are not fire rated and it has been highlighted in a recent Fire Risk Assessment that these should be upgraded to a fire rated standard up to 1.2m height to allow for safe means of escape and comply with current fire standards. The brickwork is not in a considerably poor condition, however, whilst scaffold is erected and access provided, any clearly defective areas should be repaired to minimise future maintenance and leave the building watertight. The timber cladding at high level specifically and in various locations is rotten and requires replacement to leave the building water tight. The external and communal decorations to the building require cyclical upgrade works and redecoration is recommended to provide protection to the underlying surfaces. The communal and private balcony glass/ timber balustrades are rotten in areas and the glass is cracked or defective, repairs are required as these are considered a health and safety concern. Asbestos surveys are required to comply with the Asbestos Regulations 2012 and ensure compliance with the Health and Safety Executive. All work areas are to be surveyed prior to commencing and any asbestos identified should be considered in regards to condition and removed under safe conditions where likely to affect the proposed work.

A description of the work proposed to be carried out to your block and/or estate:

The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork, repointing and the replacement of any existing defective timber cladding prior to redecoration works. Any concrete surfaces will be tested once access is available and areas repaired as required.



All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

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I explained to you in my letter dated 22 June 2020 that our consultant Pellings LLP would advise us what work is needed. A list of frequently asked questions and an options appraisal survey is available on request.

Here are the findings of DESPARD HOUSE 1-30 CONS.

<p>Asbestos Removal</p>	<p>This item allows for undertaking a full Refurbishment and Demolition asbestos survey prior to works being undertaken to comply with current health and safety requirements and the Asbestos Regulations 2012. Note, surveys will be undertaken to all external areas and internal areas as required. We are unable</p>
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	to fully survey or test areas until the scaffold is erected. Any asbestos identified which affects our working areas or is in a poor condition will be safely removed and replaced with a non asbestos equivalent. The figure for removal is a provisional sum as the level of asbestos is currently unknown. Figure to be revised prior to final account subject to works undertaken, backup to costs and asbestos surveys provided on completion.
	These costs relate to repairs to the balconies as necessary. This figure is a provisional sum as the number and size of repairs can not be quantified until areas of timber are surveyed and rotten areas removed and replaced externally. Once scaffold is complete, all areas will be surveyed by Lambeth and their consultants Pellings LLP and repairs will be scheduled and the attached provisional sum will be revised in accordance with actual works undertaken. Any existing asphalt walkway coverings to be repaired where split or defective. Full CCTV survey to be undertaken on the drainage/ downpipes to the balconies and any repairs identified.
Balcony works	
Bin Chambers	
Boundary Walls and Fences	
Boundaries	
Building Floor works	
Communal Heating works	
Communal Doors	
Communal Area Repairs and Decorations	The communal and external decorations are in a poor condition and require redecorations in accordance with Lambeth's cyclical programme. Areas include but are not limited to, staircases, private and communal balconies, timber cladding, communal doors, handrails and all previously painted surfaces.
Concrete Repairs	These works relate to all repairs required to the existing concrete surfaces to the building, including but not limited to the concrete lintels above windows, concrete soffits to private or communal balcony areas or stairwells and any other existing concrete where defective. Upon erection



	of the scaffold, all concrete will be tested to check its condition by both Lambeth and Pellings. Defective areas will be scheduled in terms of size and location, sections will be removed and repaired with new concrete to match, along with any repairs to the existing steel reinforcement. Corrosion inhibitors will be applied to any existing concrete to extend the life of the concrete and minimise future maintenance.
Damp works	
Door Entry Systems and Access	
Drainage works	
Electrical Installations	
Emergency Lighting	
Estate works	
External Redecoration	The communal and external decorations are in a poor condition and require redecorations in accordance with Lambeth's cyclical programme. Areas include but are not limited to, staircases, private and communal balconies, timber cladding, communal doors, handrails and all previously painted surfaces.
External Walls	These works relate to repairs to brickwork and timber cladding surfaces on the building, as necessary. This figure is a provisional sum as the number and size of repairs can not be quantified until the scaffold is erected. Once scaffold is complete, all areas will be surveyed by Lambeth and their consultants Pellings LLP and repairs will be scheduled and the attached provisional sum will be revised in accordance with actual works undertaken. Repair schedules will be provided to justify all costs and only the number of repairs identified will be charged to Lambeth and leaseholders at final billing stage. The works will include but are not limited to, brickwork repairs where defective, repointing of the existing areas of the building where defective and repairs/ replacement of any existing timber cladding to the building which is rotten, prior to any redecorations.
Fire Safety works	
Hard Landscaping	



Environmental works	
Lift works	
Lightning Protection	Lightning Protection is required to all buildings over 2-3 storeys height. A survey will be undertaken by a competent lightning protection company to confirm the exact extent of protection required. This item allows for the supply and installation of lightning protection to the block.
Rain Water goods	Rainwater outlets are provided on the existing flat roofs, The existing rainwater goods run internally within the building and connect directly in to the underground drainage. A CCTV survey will be undertaken of the existing internal downpipes to ensure that there are no blockages and are free flowing.
Refuse, Skips and Recycling Systems	This item allows for the removal and disposal of any on site waste created by the works. It will include for lockable skips or skips protected via heras fencing. This item will only include waste created by the works being undertaken such as windows/ roofing etc. being removed.
Roof works	The existing roofs are in a poor condition and at the end of their life expectancy. The roofs are to be replaced with a new 3 layer felt system with associated flashings and detailing as required. Any rooflights will also be replaced as part of the works with a new type to match the existing. Signs of leaks from Lambeths maintenance register have been recorded and it is clear that the roofs require replacement. Building Control sign off is required for the works relating to the windows and roofs and the works will therefore include statutory fees for applications and sign off by Building Control. Prior to replacing the roof, it is also requirement for the contractor to confirm what gas appliances are in each flat, the location of any gas flues/ proximity to window openings and whether any of the appliances vent through the roof or walls adjacent to working areas to ensure that these are turned off whilst works being undertaken



	adjacent to any flues. All new roofs will have a minimum 25 year guarantee.
Scaffolding	Access is required to complete all of the necessary roof/ window replacement and associated fabric repairs to the building. A full scaffold is required to comply with current health and safety requirements. Where the contractor can utilise other methods for access to create savings, this will be included within the proposed tender, to ensure that methods are used to maximise savings.
Service	
Structural works	
Surveys	
TV Aerial works	This item relates to the removal of TV aerials and their relocation on to the proposed scaffold, to ensure that signal is not affected during the programme of works. It will allow for any associated call outs for any issues and for reinstatement in the same location. Any TV aerials that are redundant will be removed and disposed of.
Ventilation works	
Water Pumps	
Water Supply works	
Windows	This work involves the replacement of the existing windows with new double glazed PVCu equivalents. The windows are a mixture of UPVC, timber framed single glazed and aluminium framed thin double glazed casement windows. The timber windows are nearing the end of their life expectancy and a survey to similar blocks adjacent has identified that significant repairs are required to the windows. A recent Fire Risk Assessment has also highlighted that some of the windows where full height along balconies, do not comply to current standards and replacement is recommended to ensure safe means of escape. Where windows have been replaced in PVCu, these will be allowed for renewal. This will then be subject to review by Lambeth and their consultants once on site. If windows are compliant in regards to Building Control and Planning Requirements, these will be



	left in situ and a saving will provided to both Lambeth and the leaseholders at final billing stage.
Contingency	A contingency sum will be included in the tender. This is to cover any unforeseen works identified during the project and will be monitored and reported to residents via monthly progress meetings.
Overheads and Profits	Overheads include costs relating to accountancy and indirect costs such as rent rates, utility costs, scheme signage, insurances, salaries, central administration, legal fees, office equipment and travel. Construction contracts also include a profit within the contract, which the contractor makes for undertaking the works.
Preliminaries	Preliminary fees account for site management i.e. contract manager and supervisory staff, a resident liaison officer, quantity surveyor and foreman. This fee also includes for site welfare such as toilets, storage and canteen facilities for the construction team required by the Health and Safety Executive. Other preliminary items include insurances, telephone/ fax and IT equipment, site security, plant hire, heras fencing, health and safety welfare, container storage hire and licences.
Consultant Fees	The tender will not include a consultancy element as Pellings LLP were awarded the consultancy contract in 2019 for the design and contract administration. The fee for the consultancy will be included in the Notice of Estimate.

Observations

You may have already been in contact since receiving my letter dated the 22 June 2020. Now that you have more information, you may wish to get in contact again. If you do, I invite you to send in your written observation in relation to the proposed works. Your observation (should you choose to send one in) must be delivered to the address below by the 11 August 2020. This is 35 days from the date of this letter and when the relevant period ends.

Below are some ways you can send in an observation if you choose to.

- Online via our E-Form: <https://www.lambeth.gov.uk/council-tenants-and-homeowners/homeowners/major-works-to-your-home>.



- Email HMhomeownership@lambeth.gov.uk.
- Write to the London Borough of Lambeth, Homeownership & Rents, PO Box 734, Winchester, SO23 5DG.

If you choose to contact us in writing please include reference 915907/1 and make it clear that you are sending in a Section 20 Observation. By doing this, you are ensuring it gets to the correct team quickly.

Alternatively, you may find it easier to call and speak with someone directly. Our friendly Major Works team within Homeownership & Rents are here to answer any questions you have. You can call the team directly on 0207 926 6521 Monday to Friday 9am to 5pm. If you prefer, there is also a live chat facility 'Tawk' on our website www.lambeth.gov.uk/council-tenants-andhomeowners/homeowners

You can suggest a contractor

London Borough of Lambeth will ask contractors for quotes to carry out all works to all the blocks and estates under the proposed tender and you have the right to nominate a contractor to carry out the following works:

The works include external and communal upgrade works to Ponton House, Chalner House, Ducavel House and 130-139 Coburg Crescent, circa 86 flats across 4 separate blocks, any nominated contractor should be able to deliver works to this scale and works as listed. The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork, repointing and the replacement of any existing defective timber cladding prior to redecoration works. Any concrete surfaces will be tested once access is available and areas repaired as required. All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

If you would like to nominate a contractor, I invite you by the 11 August 2020 to propose the name of a person the London Borough of Lambeth should try to obtain an estimate for carrying out the above proposed works. To aid your nomination, please contact the Homeownership Major Works Team who will send you an example of a Pre-qualification questionnaire that you may wish to share with your intended nominee before submitting a



formal nomination.

What happens next?

Introduce the Homeownership Major Works Team and the Collections Team.	Complete
Hand over to Pellings LLP to carry out initial surveys to your block/estate.	Complete
Send you a Notice of Intention	Complete
Hand over to the Capital Works or Technical Services Team for the tender stage.	This will happen when the consultation period is over and all observations have been responded to.
Send you a Notice of Estimates.	You will find out what your estimated contribution will be. View this short film explaining what a Notice of Estimates is: https://youtu.be/Q_Md5aWBu84
Send you a Notice of Award (if applicable)	View this short film explaining what a Notice of Award is: https://youtu.be/Q_Md5aWBu84
Hand over to the Capital Works or Technical Services Team for the commencement and monitoring of work	Details of the Project Manager will be provided should you wish to engage during the works.
Send you your invoice for the works (Estimate and Actual)	For more details on payment option for major works service charge invoices visit: https://www.lambeth.gov.uk/council-tenants-and-homeowners/homeowners/major-works-to-your-home

Thank you for taking the time to read this letter carefully.

Kind regards

Karen Kellaway

Karen Kellaway
Senior Major Works Co-ordinator
Homeownership & Rents



[REDACTED] The Current Leaseholder(s)
Ponton House
41 Palace Road
London
SW2 3EQ

Property Reference: [REDACTED]
Property Address: [REDACTED] Ponton House, 41 Palace Road, London, SW2 3EQ
Scheme Reference: 915907/1
Date: 07 July 2020

Dear [REDACTED] The Current Leaseholder(s),

Making your home warm, dry and secure – more information, please read carefully

2020/2021: Capital Works - Palace Road Estate Phase 3

I wrote to you on the 22 June 2020 to tell you that your block and/or estate is included in the London Borough of Lambeth's 2020/21 major works programme. This letter is the **Notice of Intention**. This letter explains what we plan to do, and the tender to carry out the work.

This notice is served under Section 20 of the Landlord & Tenant Act 1985 (as amended by section 151 of the Commonhold & Leasehold Reform Act 2002) and Schedule 4 (2) (Regulation 7(4) of the Service Charges (Consultation Requirements) (England) Regulations 2003.

A description of the work proposed to be carried out under the tender your block and/or estate forms a part of:

The works include external and communal upgrade works to Ponton House, Chalner House, Ducavel House and 130-139 Coburg Crescent, circa 86 flats across 4 separate blocks, any nominated contractor should be able to deliver works to this scale and works as listed. The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and

where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork, repointing and the replacement of any existing defective timber cladding prior to redecoration works. Any concrete surfaces will be tested once access is available and areas repaired as required. All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

The reason for this work is:

The flat roofs are at the end of their life expectancy and multiple reports of leaks have been communicated to Lambeth across the estate and are therefore recommended for replacement. The windows require significant repairs and in the main are circa 30-40 years old and as such are reaching the end of their serviceable life and therefore require renewal. The front communal balcony screens are not fire rated and it has been highlighted in a recent Fire Risk Assessment that these should be upgraded to a fire rated standard up to 1.2m height to allow for safe means of escape and comply with current fire standards. The brickwork is not in a considerably poor condition, however, whilst scaffold is erected and access provided, any clearly defective areas should be repaired to minimise future maintenance and leave the building watertight. The timber cladding at high level specifically and in various locations is rotten and requires replacement to leave the building water tight. The external and communal decorations to the building require cyclical upgrade works and redecoration is recommended to provide protection to the underlying surfaces. The communal and private balcony glass/ timber balustrades are rotten in areas and the glass is cracked or defective, repairs are required as these are considered a health and safety concern. Asbestos surveys are required to comply with the Asbestos Regulations 2012 and ensure compliance with the Health and Safety Executive. All work areas are to be surveyed prior to commencing and any asbestos identified should be considered in regards to condition and removed under safe conditions where likely to affect the proposed work.

A description of the work proposed to be carried out to your block and/or estate:

The planned works include but are not limited to; the replacement of the existing flat roof coverings, associated flashings and any rooflights/ lightning protection as required and where applicable. The existing windows will be replaced with new PVCu double glazed equivalents, along with fire rated screens to the front communal balconies. The external walls will be repaired as necessary, including repairs to brickwork, repointing and the replacement of any existing defective timber cladding prior to redecoration works. Any concrete surfaces will be tested once access is available and areas repaired as required.



All previously painted surfaces are to be redecorated to both external and communal parts of the building, along with upgrade works to the existing balconies. This will include repairs to the existing timber and glass balcony balustrading and any repairs/ re coating of the existing private or communal asphalt walkways and balconies. Prior to any works commencing, access will be provided to facilitate the works i.e. scaffold and any existing satellite dishes will temporarily be relocated on to the scaffold to ensure the TV signal is maintained during the works. Asbestos Surveys and surveys to all gas appliances will be undertaken to all work areas prior to commencing. On completion of works on site, any waste will be removed using skips on site. Lambeth and Pellings will be responsible for scheduling the number of repairs required to each of the blocks and agreeing the quantity of repairs necessary. Quality checks will be undertaken of all works and each element will have a handover/ sign off process to ensure that the works is undertaken in accordance with Lambeths requirements.

The reason for this work is:

The flat roofs are at the end of their life expectancy and multiple reports of leaks have been communicated to Lambeth across the estate and therefore recommended for replacement. The windows require significant repairs and are circa 30-40 years old and as such are reaching the end of their serviceable life and therefore require renewal. The front communal balcony screens are not fire rated and it has been highlighted in a recent Fire Risk Assessment that these should be upgraded to a fire rated standard up to 1.2m height to allow for safe means of escape and comply with current fire standards. The brickwork is not in a considerably poor condition, however, whilst scaffold is erected and access provided, any clearly defective areas should be repaired to minimise future maintenance and leave the building watertight. The timber cladding at high level specifically and in various locations is rotten and requires replacement to leave the building water tight. The external and communal decorations to the building require cyclical upgrade works and redecoration is recommended to provide protection to the underlying surfaces. The communal and private balcony glass/ timber balustrades are rotten in areas and the glass is cracked or defective, repairs are required as these are considered a health and safety concern. Asbestos surveys are required to comply with the Asbestos Regulations 2012 and ensure compliance with the Health and Safety Executive. All work areas are to be surveyed prior to commencing and any asbestos identified should be considered in regards to condition and removed under safe conditions where likely to affect the proposed work.

I explained to you in my letter dated 22 June 2020 that our consultant Pellings LLP would advise us what work is needed. A list of frequently asked questions and an options appraisal survey is available on request.

Here are the findings of PONTON HOUSE.

<p>Asbestos Removal</p>	<p>This item allows for undertaking a full Refurbishment and Demolition asbestos survey prior to works being undertaken to comply with current health and safety requirements and the Asbestos Regulations 2012. Note, surveys will be undertaken to all external areas and internal areas as required. We are unable</p>
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