

Frequently Asked Questions –

What will this new contracts cover?

It is our intention to enter into 3 repair and service contracts, in which the successful contractors will be required to repair, replace and service the following:

1. Domestic white goods appliances

The types of equipment/services will include, but are not limited to:

- Cookers;
- Fridges (larder and worktop)
- Freezers;
- Fridge/freezers;
- Washing machines;
- Tumble driers;
- Toasters.

2. Commercial laundry equipment

The types of equipment/services will include, but are not limited to:

- Commercial tumble dryers;
- Commercial washing machines;
- Sluice machines.

3. Commercial catering and air conditioning equipment.

The types of equipment/services will include, but are not limited to:

- Commercial/domestic gas appliances;
- Cookers/Ovens;
- Commercial/domestic extract systems;
- Air conditioning equipment;
- Fridges/freezers;
- Dishwashers;
- Kitchen deep cleans.

Please refer to the specification for each we have made available to you for full details.

Why are you changing the current contractors?

Our current contracts are coming to an end and we are retendering to ensure we receive the best value for money services for our customers

The letter makes reference to £100 does this mean I need to pay this or that this is going to be my contribution?

No. Firstly this letter is not a request for payment and secondly at this stage we do not know what the cost to you will be for this service. We will write to you with details of the cost at stage 2 of this consultation once the tender exercise has been completed. You will have received this letter as you are a customer who has had a cost for the above equipment/service in the last two financial years connected to their property and/or you are living in a property under our housing for the elderly or extra care schemes. This approach has been taken for two reasons, firstly these are the properties that typically benefit from such equipment and secondly to futureproof should your property or block benefit from these in the future.

As per our letter we are required to consult with you about our intention to enter into any new agreements which will exceed 12 months and where your contribution **may** exceed £100.

How long will the agreements be for?

It is proposed the arrangement will initially be for 2 years with extensions allowing for a maximum of an 8 years duration. Extensions will be granted on the successful delivery of works and the attainment of the required KPI's. 2+2+2+2 years.

If a contract is for a number of years, what happens if the contractor doesn't perform well, do they keep getting the work?

The contract will say that if works or services are not delivered or are not value for money there will be sanctions, or we may end the contract.

How do I know if I currently pay towards these services/equipment?

This information should be contained in your latest service charge statement. In the absence of this you will be able to check this with our service charge team – servicecharges@aster.co.uk. The cost on your service charge statement will be under the heading "Contract Repair & Maint White Goods".

You can also view your service charges online through [MyAster](#).

MyAster is an online portal where you can monitor your account with Aster, complete tasks yourself and contact us at any time to suit you. If you have not yet registered to use our MyAster portal service, please [click here](#) to get started.

When do you hope to have the new contract in place?

As soon as possible following completion of a successful Section 20 Consultation.

What criteria has been set to assess and evaluate the proposed contractors?

There will be a detailed evaluation process, which will include quality as well as cost considerations, along with an investigation into their performance under existing contracts with other clients.

Will I be charged a weekly/monthly service charge for these services/equipment if I do not receive or benefit from them?

No, you will only be charged for services you receive.

Why have I received this letter, I do not pay for or receive the benefit of any of this equipment or services?

The approach we have taken is to write to all customers who have had a cost for the above equipment/service in the last two financial years connected to their property and/or those customers living in a property under our housing for the elderly or extra care schemes. We understand that this may include customers in homes that are not paying for these services due to their tenancy agreement. Despite this, you are being consulted with should this service be recharged to your home in the future. If you have any questions specific to your service charge account these should be directed to our service charge team - servicecharges@aster.co.uk.

If I receive the benefit of this equipment or this service but do not currently pay does this mean I will now begin to pay?

No not if your form of tenancy agreement does not permit this.

I am not happy with the current services provided.

Under this consultation process we are unable to deal with complaints about the quality of current provisions. Please visit our website or contact your neighbourhood/housing officer through our contact centre on 0333 400 8222 to discuss any issues you are experiencing.

FAQs – Section 20 consultations

What is a section 20 consultation and why does it affect me?

The Section 20 consultation process was put in place to protect service charge payers and to make sure that landlords only carry out work or enter into service contracts that are necessary and at a reasonable cost.

Anyone who pays a service charge whether they are a leaseholder, shared owner or tenant maybe be affected by a section 20 consultation.

The process allows service charge payers the chance to comment on the works and sometimes to suggest contractors for the works depending on the value of the contract.

When is the S20 consultation process used?

For any one-off works that will cost an individual service charge payer over £250 or for any new service (for example ground maintenance) that lasts longer than 12 months and will cost any service charge payer over £100, we need to let you know and give you the chance to comment on what we are planning.

Your comments (known as observations) form part of a formal consultation between us and you and it's our legal requirement under section 20 of the Landlord and Tenant Act 1985 to involve you.

How does the Section 20 consultation process work?

This may vary according to the type of work and the cost but it's usually along these lines:

1. We send you a legal Notice telling you what work or type of contract we are planning to enter into. This will include letting you know where you can find out more details and how you can provide your comments.
2. We get some quotes from contractors, taking in to account any comments we've received.
3. We send you a 'notice of estimates' which gives you the details of the estimated costs. You are able to provide feedback to us on the estimates.
4. Taking into account any feedback we received we award the contract to a preferred supplier to carry out the work.
5. If the contractor is not the cheapest we will write to explain why they have been awarded the contract.

Can I nominate a contractor?

While the opinions and views of Tenants, Leaseholders & Shared Owners are invited and considered, you are not invited to nominate a contractor or company for us to approach. This is in line with the regulations set out in the Landlord and Tenant Act 1985 as amended by the Commonhold and Leasehold Reform Act 2002, as the invitation to tender is made by way of public notice.

What is an observation?

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

A summary of all the observations received and our responses to them will be sent out with the next stage of the consultation documents.

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

How do I make an observation?

Your observation must be in writing either by letter or email. Any email should be sent to the email address at the top of this letter. Letters should be sent to the following address, Section 20 Officer, Aster Group, Sarsen Court, Horton Avenue, Cannings Hill, Devizes, Wiltshire, SN10 2AZ. You can't make observations verbally over the telephone or in person.

Is this Section 20 Notice a bill?

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

How much will this cost me?

At Stage 2 of the Section 20 Consultation (Notice of Estimates) we will provide detailed estimates from contractors and a breakdown of costs.

What if I cannot afford to pay?

If you are worried about how you will meet the cost please speak to your housing officer. For more information visit <https://www.aster.co.uk/existing-customers/leaseholder/what-to-do-if-you-are-struggling-to-pay>

I have received a S20 notice but I don't think it's for me

If you receive a notice to your address but not in your name please let us know, it may be that our records need updating or that the leaseholder is subletting the property to you.

If you are a leaseholder sub-letting your property please let us have a correspondence address so we can send S20 Notices to you there.

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

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

Where can I go for advice?

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

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

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