

## Discussions with Rydon on remedial works

### **How are negotiations with Rydon progressing?**

We've made significant progress with Rydon, which was given the go-ahead in December to start preparing for the remedial works of Phase 1 at Packington: 87 and 89 Arlington Avenue, 8 and 9 Canalside Square and 79 Dame Street.

We expect Rydon will take between four and six weeks to get ready to start work. During this time we'll be finalising the works agreement, which includes ensuring we minimise disruption during the works, setting working hours and agreeing how we'll sign work off.

Someone from Hyde will be supervising the works and Rydon will appoint a Resident Liaison Officer as the 'go to' person for residents during the project. We'll also hold monthly project meetings, where you will get the opportunity to ask any questions about the work and get updates on progress.

### **Why is Rydon starting work on Phase One and not on 11-16 Canalside first?**

Unfortunately, it has taken far longer to reach an agreement on how to remediate the issues across Packington than we hoped. This includes 11-16 Canalside, which is one of the more technically challenging buildings, where we've had to carry out additional inspections, testing and reviews of the issues, to ensure the agreed remedial solutions are appropriate.

Rydon is committed to carrying out remedial works across the entire estate but we're assessing its proposals for each phase individually.

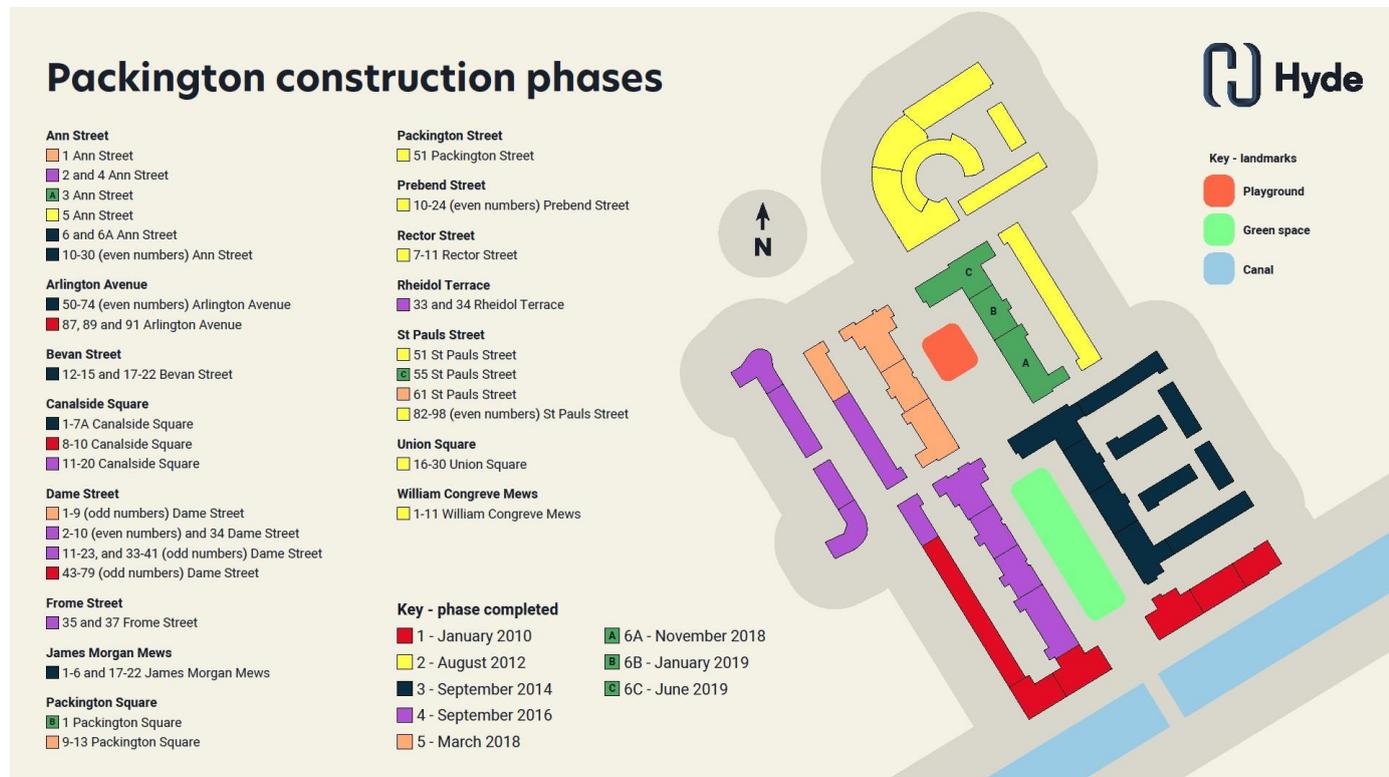
That's why, when our fire expert signed off Rydon's approach to remedial works on Phase One, we instructed Rydon to start work as soon as possible.

### **What happens if you can't reach an agreement with Rydon?**

With Rydon getting ready for remedial works on Phase One and agreement hopefully soon to be reached on works to the rest of the Packington Estate, we're very confident that our discussions will be successful. However, we'll be carrying out remedial works across the Packington estate to rectify the issues we've found, even if we have to use another contractor if necessary.

## How do I know which construction phase my building was in?

Packington was constructed in six phases. The plan below shows the phases, along with completion dates for each phase. You can download a pdf of this plan from the Packington Building Safety page ([www.hyde-housing.co.uk/packington](http://www.hyde-housing.co.uk/packington)).



## What are the limitation periods for each phase?

Contracts have 'limitation periods' – which gives the various parties in the contract time to make claims against each other relating to failures to perform their contractual obligations. Under a contract executed as a deed, such as the building contract between Hyde and Rydon, the limitation period is usually 12 years.

As Packington was built in phases, the limitation period for each phase will have a different expiry date, typically 12 years after completion.

## What are you doing if work hasn't started before a limitation period ends?

As the Phase 1 properties at Packington were completed in 2010, the limitation period for claims against Rydon under the Phase 1 building contract will expire soon.

We've entered into a 'standstill agreement' with Rydon to preserve certain claims in respect of the Phase 1 Packington properties. The agreement effectively extends the limitation period for relevant claims relating to Phase 1 until 30 September 2022, giving Rydon time to carry out remedial works at Phase 1, without us having to start making a formal claim.

The limitation period for Phase 2 expires in late 2023, and we're comfortably within the limitation periods for the other phases. We'll continue to review the limitation periods and take steps to preserve the relevant claims if we need to.

## Remedial works

### **What remedial work is needed at Packington?**

Investigations have found that some of the fire barriers in the external walls are missing or defective in all blocks.

Additionally, materials used behind the zinc cladding of 11-16 Canalside are combustible and don't appear to match those in the construction drawings. Also, insulation behind the aluminum panels under some of the windows on the front of that building has been poorly installed and needs to be reinstalled correctly. We'll share the details of what work is going to be carried out, once we've agreed these with Rydon.

### **When will work start and how long will it take?**

We're waiting for feedback from Rydon about their discussions with London Borough of Islington's Building Control before the works can begin. It will take Rydon between four and six weeks to get ready to begin work on Phase One.

Once we've agreed the final works programme we will share this with customers. We'll hold regular project update meetings with customers during the works, so we can explain what's going to happen, and when, and you'll have the opportunity to ask questions about the project.

### **Who's going to pay for the work?**

We're doing everything we can to not pass costs onto customers. Rydon is committed to carrying out remedial works across the entire estate at its cost and we've applied to the Building Safety Fund for 11-16 Canalside. We'll also apply for any other funding, should it become available, and recover costs via legal action.

### **If you ask customers to pay, how will that work?**

We won't ask customers to pay for anything until we've exhausted all other options. However, under the terms of their leases, leaseholders are responsible for contributing financially to the cost of any remedial work to their building.

If we do need to pass on some of the costs, we will consult with you formally in advance, using a Section 20 notice.

A Section 20 notice is the start of a consultation process, where you will be provided with all the relevant information (type of works or service, reason for them being carried out, anticipated costs) and given the opportunity to give us your opinions on the planned works and costs.

You can find out more on the process on the Section 20 page of our website: [www.hyde-housing.co.uk/homeowners/major-works-and-section-20/](http://www.hyde-housing.co.uk/homeowners/major-works-and-section-20/)

## Building Safety Fund

### **What's the progress of the Building Safety Fund application?**

We met with DLUHC again on 21 December 21. Our application to the Building Safety Fund for 11-16 Canalside has passed the technical and lease review, we'll be providing an update in May 2022. We continue to meet with DLUHC every fortnight.

The BSF will not cover the whole costs of the work that's needed across Packington, which means we may still have to pass some of the costs on to customers. The BSF only covers remedial work to external wall systems, not internal compartmentation issues or waking watch.

Additionally, the BSF only covers costs that we could recover from customers. This means that we'll have to pay our share of the costs on behalf of our tenants, regardless of whether we're successful in our application for funding.

We'll return any money received from the BSF to DLUHC, if Rydon agrees to carry out, and pay for, all the necessary work at 11-16 Canalside. This money can't be used to pay for other works on the Packington estate.

## Waking watch and fire alarms

### **Why haven't you removed the waking watch, now the fire alarm systems have been installed?**

We've made every effort to remove waking watch but we've been unable to do so. Installing fire alarms, along with remote monitoring, has enabled us to minimise the roaming waking watch but we still need wardens in place to meet current National Fire Chiefs Council guidance and to support those customers who'll need help in an evacuation – we won't be sharing these customers' details.

Any further reduction in, or removal of, the waking watch will be based on risk and expert opinion. We won't remove the waking watch until we're satisfied it's safe to do so.

### **How is the size of the waking watch decided?**

The number of fire marshals is dictated by the layout of the estate, the number and size of buildings and the number of individual homes, and the number of vulnerable residents.

### **Can residents carry out the duties of the waking watch?**

We've explored the possibility of residents carrying out waking watch duties but our insurers have told us that we can't do this.

### **The estate has been split into zones for the roaming waking watch– how were these decided?**

We've split the estate into zones to reduce the size of the waking watch. Each zone is a physical structure, made up of one or more connected blocks or buildings. Marshals can easily patrol a zone, and therefore cover multiple buildings, so we need fewer marshals. If we managed each block of building individually, we'd need more marshals and it would be more expensive.

### **How did you find out which residents would need help in an evacuation?**

We rely on residents to let us know if anyone in their household requires help evacuating their building in the event of an emergency. We complete a Personal Emergency Evacuation Plan (PEEP) for each vulnerable resident based on this information.

To encourage everyone to get in touch, we previously put up posters in each block, and sent letters to all Packington residents, asking them to contact us if they, or a member of their household, had any vulnerabilities. We also contacted customers that had already told us they were vulnerable, to check if they needed a PEEP.

### **Did you consult with the fire brigade before putting the waking watch in place?**

The London Fire Brigade (LFB) doesn't advise us on what we should do in the event of changing the evacuation strategy of buildings and putting a waking watch in place. We've discussed what we're doing with LFB at every step of the way and it has agreed with our approach.

We're expected to follow the NFCC (National Fire Chiefs Council) guidance, which is enforced by fire authorities across the UK. If we don't follow the guidance it could result in enforcement action by the London Fire Brigade.

### **Are residents going to have to pay for the waking watch?**

We believe waking watch costs should be paid for by Rydon and we're pursuing this. We can't tell you how if, or how much you may have to pay just yet.

If we do have to pass costs on, we'll provide a breakdown of these to you. You'll be able to challenge these costs at a First Tier Tribunal, where we'll need to provide evidence that costs should be passed on to customers, are necessary and reasonable, and the waking watch contract offers the best value for money.

### **Did you apply for the Waking Watch Relief Fund to cover costs of the waking watch?**

Despite its name, the Government's Waking Watch Relief Fund doesn't cover the cost of waking watches, it only covers the installation of temporary fire alarm systems in buildings more than 18m high (in the case of Packington, only 11-16 Canalside is tall enough to be eligible). Unfortunately, our application and appeals were unsuccessful because we haven't yet billed customers for fire alarms.

### **Are customers going to have to pay for the fire alarm installation?**

We're asking Rydon to cover the cost of the fire alarm installation as part of our discussions. If we can't reach an agreement, then it's possible we may have to pass on these charges to customers. If we do have to pass costs on, you'll be able to challenge these costs at a First Tier Tribunal. We'll need to provide evidence that costs should be passed on to leaseholders, are necessary and reasonable, and the fire alarm installation contract offered the best value for money. Any costs would be billed in September 2022.

### **There have been a number of false alarms – have you resolved the issues with the alarm system?**

We're sorry for the confusion and concern about fire alarm testing and any false alarms. We're working with the manufacturer and the contractor which installed the alarm systems to identify the issues and are speaking to the waking watch management to ensure these incidents don't happen again.

### **Who's advising you on fire safety?**

Savills is our fire expert, which supports our internal fire safety team and provides waking watch services. PRP carried out the external wall inspections and TriFire is our fire consultant, which assessed PRP's reports and checked Rydon's proposals for remedial works. All these consultants are working for Hyde.

## External wall inspections

### **Why did you carry out external wall inspections across the Packington estate in December 2020 and January 2021?**

We challenged some of the findings of previous external wall inspections carried out in 2020 and wanted to get a second opinion. We commissioned another of our consultants, PRP, to carry out further inspections, which were paid for by Hyde.

Under the forthcoming Fire Safety Act and the forthcoming Building Safety Bill, we'll have to carry out regular external wall inspections on some of our buildings as part of fire risk assessments.

You can find out more on the External wall system survey page of our website: [www.hyde-housing.co.uk/tenants/building-safety/external-wall-systems-ews/](http://www.hyde-housing.co.uk/tenants/building-safety/external-wall-systems-ews/)

### **Why haven't you shared the external wall inspection reports with residents?**

Unfortunately, we can't share any details of the issues we've found in individual buildings until we've reached agreement with Rydon. Despite the positive progress we've made, we still need to be careful that we don't share anything that could potentially compromise any future legal claims we may have to make.

### **Can you give us more details about the issues you've found?**

While most of the external wall systems provide adequate protection against fire, there are some areas of concern. Primarily, these are missing or poorly installed fire barriers and insulation. Plus, some materials used do not appear to match those in the construction plans.

### **Were these EWS1 assessments?**

No they weren't. An EWS1 form was developed by the Royal Institute of Chartered Surveyors (RICS) for lenders, based on an EWS1 assessment, and must be carried out by an approved EWS1 assessor. The external wall inspections we carried out were part of an overall assessment of fire risk – taking all layers of protection in a building into account (from the external walls, to compartmentation and all the way to fire extinguishers and signage).

### **Can I have an EWS1 form for my building?**

EWS1 forms are only required for buildings 18m high or above. In the case of Packington, this means only 11-16 Canalside needs an EWS1 form, which will be provided once work is completed.

Lenders ask for an EWS1 form before deciding to lend against a property; it's not a legal requirement. and is only applicable to buildings more than 18m tall.

There's no guarantee the EWS1 form will be the one lenders ask for once works are finished, as building safety legislation and the approach of the financial sector are changing continually.

We'll give you documentation that will be accepted by lenders for sales and re-mortgaging purposes, once remedial work is finished, but this may not be an EWS1 form.

You can find out more about EWS1 forms on our website at:

[www.hyde-housing.co.uk/tenants/building-safety/external-wall-systems-ews/](http://www.hyde-housing.co.uk/tenants/building-safety/external-wall-systems-ews/)

## Additional questions

### **Is my building insurance premium going to go up?**

We have a three-year agreement (with an option to extend for a further year) with Arthur J. Gallagher Insurance Brokers across all our properties, which started in April 2019. Our premium (a proportion of which is passed onto leaseholders) is fixed each year, if we don't exceed our claims limit in the previous year. We haven't gone over this limit in the past two years.

### **I want to move but can't because of the current situation - will you buy my flat from me?**

We won't be buying flats from leaseholders and shared owners. We're a not-for-profit organisation and charity, providing homes for people on the lowest incomes. And one of our main aims, and our social purpose, is to build more affordable homes.

With that in mind, it would be extremely challenging for us buy back flats from homeowners. And, as a charity, we must follow the rules about how we use charitable funds (money and grants we receive to do something specific).

## Communicating with residents

### **How are you communicating with customers?**

We send regular updates via email to customer and update the Packington Building Safety page on our website ([www.hyde-housing.co.uk/packington](http://www.hyde-housing.co.uk/packington)).

### **Will you continue to hold regular customer meetings?**

We'll continue to hold customer meetings online (using Zoom), despite easing of COVID-19 restrictions, mainly because many customers have told us they find them more convenient and easier to fit in around work and home life. We won't be holding separate meetings for individual buildings.

Meetings will be a maximum of one hour to provide a focus the questions and answers. We'll aim to improve how we manage the meetings, to make them as productive as possible.

We can't record the meetings for data protection reasons, but we'll note all the questions asked, both verbally and in the chat. We'll respond to the questions after the meeting via email and we'll also publish the questions and answers on the Packington building safety page of our website.

We'll let you know about upcoming meetings via email and on the Packington Building Safety page. Please note that we may not have significant updates at every meeting.