

SCHEDULE 1

Regulations 3 and 8(1)

FORM OF NOTICE OF INVITATION TO PARTICIPATE

“COMMONHOLD AND LEASEHOLD REFORM ACT 2002

NOTICE OF INVITATION TO PARTICIPATE IN RIGHT TO MANAGE

To [name and address] (See Note 1 below)

1. *[name] “RTM company” (“the company”), a private company limited by guarantee, of [address of registered office], and of which the registered number is [number under Companies Act 2006], is authorised by its articles of association to acquire and exercise the right to manage [name of premises to which notice relates] (“the premises”). The company intends to acquire the right to manage the premises.

2. The company’s articles of association accompany this notice.

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*The company's articles of association may be inspected at [address for inspection] between [specify times]. **(See Note 2 below)** At any time within the period of seven days beginning with the day after this notice is given, a copy of the articles of association may be ordered from [specify address] on payment of [specify fee]. **(See Note 3 below)**

*Delete one of these statements, as the circumstances require.

3. The names of—

- (a) the members of the company;
- (b) the company's directors; and
- (c) if the company has a secretary, the name of that person

are set out in the Schedule below.

4. The names of the landlord and of the person (if any) who is party to a lease of the whole or any part of the premises otherwise than as landlord or tenant are [specify].

5. Subject to the exclusions mentioned in paragraph 7, if the right to manage is acquired by the company, the company will be responsible for—

- (a) the discharge of the landlord's duties under the lease; and
- (b) the exercise of his powers under the lease,

with respect to services, repairs, maintenance, improvements, insurance and management.

6. Subject to the exclusion mentioned in paragraph 7(b), if the right to manage is acquired by the company, the company may enforce untransferred tenant covenants. **(See Note 4 below)**

7. If the right to manage is acquired by the company, the company will not be responsible for the discharge of the landlord's duties or the exercise of his powers under the lease—

- (a) with respect to a matter concerning only a part of the premises consisting of a flat or other unit not subject to a lease held by a qualifying tenant; or
- (b) relating to re-entry or forfeiture.

8. If the right to manage is acquired by the company, the company will have functions under the statutory provisions referred to in Schedule 7 to the Commonhold and Leasehold Reform Act 2002. **(See Note 5 below)**

9. *The company intends to appoint a managing agent within the meaning of section 30B(8) of the Landlord and Tenant Act 1985. [If known, give the name and address of the proposed managing agent here. If that person is the current managing agent, that fact must also be stated here.]

*The company does not intend to appoint a managing agent within the meaning of section 30B(8) of the Landlord and Tenant Act 1985. [If any existing member of the company has qualifications or experience in relation to the management of residential property, give details in the Schedule below.]

*Delete one of these statements, as the circumstances require.

10. If the company gives notice of its claim to acquire the right to manage the premises (a "claim notice"), a person who is or has been a member of the company may be liable for costs incurred by the landlord and others in consequence of the claim notice. **(See Note 6 below)**

11. You are invited to become a member of the company. **(See Note 7 below)**

12. If you do not fully understand the purpose or implications of this notice you are advised to seek professional help.

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The names of the members of the company are: [state names of company members]

The names of the company's directors are: [state directors' names]

[If applicable] The name of the company's secretary is: [state company secretary's name]

[If applicable; see the second alternative in paragraph 9 above] The following member[s] of the company [has][have] qualifications or experience in relation to the management of residential property: [give details]

Signed by authority of the company,

[Signature of authorised member or officer]

[Insert date]

NOTES

1. The notice inviting participation must be sent to each person who is at the time the notice is given a qualifying tenant of a flat in the premises but who is not already, and has not agreed to become, a member of the company. A qualifying tenant is defined in section 75 of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act").

2. The specified times must be periods of at least 2 hours on each of at least 3 days (including a Saturday or Sunday or both) within the 7 days beginning with the day following that on which the notice is given.

3. The ordering facility must be available throughout the 7 day period referred to in Note 2. The fee must not exceed the reasonable cost of providing the ordered copy.

4. An untransferred tenant covenant is a covenant in a tenant's lease that he must comply with, but which can be enforced by the company only by virtue of section 100 of the 2002 Act.

5. The functions relate to matters such as repairing obligations, administration and service charges, and information to be furnished to tenants. Details may be obtained from the RTM company.

6. If the claim notice is at any time withdrawn, deemed to be withdrawn or otherwise ceases to have effect, each person who is or has been a member of the company is liable (except in the circumstances mentioned at the end of this note) for reasonable costs incurred by—

- (a) the landlord,
- (b) any person who is party to a lease of the whole or any part of the premises otherwise than as landlord or tenant, or
- (c) a manager appointed under Part 2 of the Landlord and Tenant Act 1987 to act in relation to the premises to which this notice relates, or any premises containing or contained in the premises to which this notice relates,

in consequence of the claim notice.

A current or former member of the company is liable both jointly with the company and every other person who is or has been a member of the company, and individually. However, a former member is not liable if he has assigned the lease by virtue of which he was a qualifying tenant to another person and that other person has become a member of the company.

7. All qualifying tenants of flats contained in the premises are entitled to be members. Landlords under leases of the whole or any part of the premises are also entitled to be members, but only once the right to manage has been acquired by the company. An

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application for membership may be made in accordance with the company's articles of association which, if they do not accompany this notice, may be inspected as mentioned in paragraph 2 of the notice.

8. If the right to manage is acquired by the company, the company must report to any person who is landlord under a lease of the whole or any part of premises any failure to comply with any tenant covenant of the lease unless, within the period of three months beginning with the day on which the failure to comply comes to the attention of the company—

- (a) the failure has been remedied,
- (b) reasonable compensation has been paid in respect of the failure, or
- (c) the landlord has notified the company that it need not report to him failures of the description of the failure concerned.

9. If the right to manage is acquired by the company, management functions of a person who is party to a lease of the whole or any part of the premises otherwise than as landlord or tenant will become functions of the company. The company will be responsible for the discharge of that person's duties under the lease and the exercise of his powers under the lease, with respect to services, repairs, maintenance, improvements, insurance and management. However, the company will not be responsible for matters concerning only a part of the premises consisting of a flat or other unit not subject to a lease held by a qualifying tenant, or relating to re-entry or forfeiture.

10. If the right to manage is acquired by the company, the company will be responsible for the exercise of the powers relating to the grant of approvals to a tenant under the lease, but will not be responsible for the exercise of those powers in relation to an approval concerning only a part of the premises consisting of a flat or other unit not subject to a lease held by a qualifying tenant.