22<sup>nd</sup> August 2016

Contract Ref: 15/151

**Property Ref** 

Enquiries to: Leaseholder Services



Leaseholder Services London Borough of Camden Camden Town Hall Judd Street London WC1H 9JE

capitalservices@camden.gov.uk

NOTICE OF PROPOSAL TO ENTER INTO A QUALIFYING LONG TERM AGREEMENT (Section 20 of the Landlord and Tenant Act 1985 (as amended) ('Act') and Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003 ('Regulations')).

Dear

Re: Goldthorpe, Camden Street, London, NW1

Qualifying long term agreements relating to waste & recycling collections from estates, including the clearance of bulky items & estate cleansing services.

I am writing to inform you that the London Borough of Camden ('the Council'), as your landlord, proposes to enter into long term agreements, details of which are given below.

We ask that you take some time to read this letter and the enclosed documents as they contain important information for you.

### How will this Proposal Affect Me?

The Council is planning to enter into what the Act and the Regulations call "qualifying long term agreements" ("QLTAs"). These are agreements which last for more than 12 months and concern services to be carried out in relation to the building or estate in which you are a leaseholder.

The new contract will start on 1 April 2017 and is for up to 8 years, with the option to extend for up to a further 8 years. The new contract will include waste and recycling collections from estates, including the clearance of bulky items, and estate cleansing services.

The new contract will have an 'outcome-based' service specification that informs the contractor of the service standards that must be met but not the methods of delivery needed to achieve these outcomes. This gives the contractor greater flexibility to decide how and when to deliver their services and encourages innovation.

Where services or works covered by the agreements relate to your estate, block or property, you will be liable pursuant to your lease to pay a portion of the cost by way of a service charge. You will only be charged if you are receiving the service

# Preparation of Landlord's Proposal:

This notice is given pursuant to the Notice of Intention, issued on 18th December 2015 to enter into a long-term agreement for the provision of services relating to waste & recycling collections from estates, including the clearance of bulky items & estate cleansing services

We have now prepared the proposal in respect of the services to be provided under the agreement based on the tender received. This contract was advertised in the Official Journal of the European Union.

## **Details of the Landlord's Proposals:**

The details of the landlord's proposals are set out in the Tender Documentation which is made available for inspection. However some of the information provided within that proposal is as follows

### 1. Proposed contractor:

The proposed Tenderer (parties to the agreement) who was most economically advantageous for the Council is summarised below.

The party to the Proposed Agreement is:

(There is no connection between the landlord and any parties)

Veolia ES (UK) Limited 210 Pentonville Road London, N1 9JY The Housing Revenue Account HRA (Housing estates only) elements are not separate contracts but are part of the overall Environment Services contract.

The total contract cost to the HRA will therefore be £1,512,102 per annum.

# Annual inflationary uplift:

The Price List completed by the tenderer in their tender submission will be utilised for the duration of the contract to determine the amount due for payment. The Price List will be subject to an annual inflationary uplift. A basket of indices (labour / fuel costs etc.) will be used to reflect the contractor's cost base.

## 2. Length of Agreement

The new contract starts on 1 April 2017 and will run for an initial period of 8 years, with the option for the Council to extend for up to a further 8 years.

## 3. Summary of Stage 1 Observations:

Observations received from leaseholders and Recognised Tenants Associations in relation to Camden's Notice of Intention, dated 18th December 2015 & Camden's responses to these, are summarised in the enclosed document, 'Appendix 1: Summary of Stage 1 Observations (Contract 15/151)'.

4. Right to Inspect Landlord's Proposals:

Due to the nature of this contract there is a large amount of pricing information relating to the services that cannot be included in this notice in a sufficiently environmentally or user-friendly format.

You are therefore invited to inspect all relevant information at the following dates and times:

Date:	Time: Between the hours of:	Venue:
Wednesday 31 <sup>st</sup> August 2016	8am-7pm	Room 1.3 Granary Camden 5 Pancras Square London N1C 4AG
Monday 5 <sup>th</sup> September 2016	8.30am – 6.30pm	Room 1.1 Waterlow Camden 5 Pancras Square London N1C 4AG
Friday 9 <sup>th</sup> September 2016	9.30am-4.30pm	Room 1.4 Coram Camden 5 Pancras Square London N1C 4AG
Wednesday 14 <sup>th</sup> September	1.30pm – 6pm	Room 1.4 Coram Camden 5 Pancras Square London N1C 4AG

Alternatively, this information can be made available on CD upon request. Should you require a copy, please contact us at the address below and we will send one via post or we can arrange another suitable inspection date. The information will also be on our website at <a href="https://www.camden.gov.uk/leaseholders.">www.camden.gov.uk/leaseholders.</a>

#### 5. Observations

You are invited to make any written observations regarding the proposals contained in this notice. If you wish to do this, you must send them to this office in writing to be received within 30 days from the date of this notice. All observations should be sent, to the following address, before **30**<sup>th</sup> **September 2016**.

Mike Edmunds (Head of Leaseholder Services) Leaseholders Services London Borough of Camden Camden Town Hall Judd Street London, WC1H 9JE

O

Email <u>capitalservices@camden.gov.uk</u> and include the contract reference **15/151** and your property reference in the email subject field.

#### 6. Cost of the services

As a leaseholder you will only be liable for a proportionate part of any costs incurred in relation to your building or estate under the Agreement.

Yours sincerely

M S Edmids.

Mike Edmunds

**Head of Leaseholder Services** 

Sections 20 and 20ZA of the Landlord and Tenant Act 1985 (as amended)
Schedule 2 to the Service Charges (Consultation Requirements) (England)
Regulations 2003

#### **Written Observations**

Please complete this form and return it by 30<sup>th</sup> September 2016.

Send to: Mike Edmunds (Head of Leaseholder Services)

Leaseholder Services

**London Borough of Camden** 

Camden Town Hall Judd Street London, WC1H 9JE
Email: capitalservices@camden.gov.uk quoting 15/151  Leaseholder Name:
Please tick which box applies to you.  I have no observations  I wish to make the following observations; (please detail these below)
Signed by
Dated