

5 March 2024



**Ref:** 23/013A & B  
**Property ref:** .  
**Enquiries to:** Leaseholder Services

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

[capitalservices@camden.gov.uk](mailto:capitalservices@camden.gov.uk)



The Leaseholder(S)  
Flat .

Camden Street  
London  
NW1 C

55193/65757/C1  
375D/00020/0001101

Dear Leaseholder (s),

**Re: Flat . , Camden Street, London, NW1**

**The Council is proposing to tender for repair and maintenance and service contracts for Water Services and Fire Protection.**

In November 2023 the London Borough of Camden's Senior Management Team (the Council) approved the procurement strategy for mechanical and electrical repairs and planned preventative maintenance (servicing). This strategy proposes that contracts are entered into as an alternative to the two maintenance and service contracts currently in place. A proportionate share of the repair and maintenance work that these new contracts cover can be recharged to leaseholders under the terms of your lease.

The services and work covered by these repair, maintenance and service agreements will be provided to the Council's 33,000 homes, and so may concern services to the building or estate in which you own a leasehold property. The proposed repair, maintenance and service contracts are as follows;

- 1. Water Services**
- 2. Fire Protection**

It is the Council's intention that these agreements will last at least five years (with the option to extend by a further 5 years in increments of at least 1 year) as this will enable contractors to; plan more effectively, retain and train their staff, invest in the tools to do the job, and become familiar with Camden's housing stock. The Council believes this will contribute to improving the efficiency and effectiveness of the contractors and lead to improvements in the services that they deliver.

**Please read the two notices enclosed with this covering letter.**


There is a separate notice for each of the above agreements. Each notice has its own observation form which you can use to provide any comments. The notices do look very

similar and much of the information is repeated but there are important differences such as the scope of services and works covered and the cost of each agreement.

Please also read the Frequently Asked Questions pages at the end of this letter as this may address any queries that you have.

Please note that this letter and the Frequently Asked Questions do not form part of either Notice of Intention.

Yours sincerely,



Gavin Haynes  
Director of Property Management

Enclosed:

1. Statutory Notice of Intention for Water Services
2. Statutory Notice of Intention for Fire protection
3. Frequently Asked Questions

5 March 2024

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**Property ref:**  
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London Borough of Camden  
**Camden Town Hall**  
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London  
NW1

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55193/65757/C1  
375D/00020/0001101

**NOTICE OF INTENTION 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 Leaseholder(s),

**Re: Flat , Camden Street, London, NW1**

**Qualifying long term agreement relating to a water services repair and maintenance contract.**



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

**1. Introduction**

The Council is planning to enter into what the Act calls a "qualifying long term agreement". This is an agreement which lasts for more than 12 months and concerns services to be carried out in relation to the building or estate in which you are a leaseholder.

This notice relates to mechanical repair and maintenance services provided to the Council's 33,000 homes.

These services are currently delivered through the Council's term service contracts. There is currently one contract,

- Mechanical & Electrical Maintenance Contracts: Contract 1: Mechanical maintenance and servicing

In place of the current contract, the Council intends to enter into an individual contract, including a water services repair and maintenance contract ('Agreement'). The aim of this strategy is to ensure more efficient and cost effective management of individual services by directly appointing specialist organisations to deliver the services they are familiar with.



The Agreement is planned to run from April 2025 for a period of 5 years, with the option to extend by a further 5 years in increments of at least 1 year.

The approximate total annual value of the Agreement is £1.2m.

Where services relate to your property, you will be liable to pay a portion of the cost by way of a service charge.

## 2. General description of services to be provided and works to be carried out

The below list is a general description of services to be provided and works to be carried out under the Agreement.

This contract will cover the planned maintenance (servicing) and repair of the following:

- **Water mains, risers & tanks:** This relates to the maintenance, repair and renewal of the mains cold water distribution networks within each block or estate as well as the storage tanks (if any) associated with the installation. The Council are responsible for the network from the boundary of the block / estate.

This service relates to the repairs, maintenance and renewal of works to be carried out to the building or the estate and are as follows:

- Water Hygiene inspections
  - Legionella Risk Assessments
  - Repairs to water mains and other communal water systems
  - Boosted water pumps
  - Water treatment monitoring relating to district heating systems
- **Co-ordination of emergency response:** This relates to acting as lead contractor should there be widespread water services failure and a requirement to co-ordinate remedial works with the Council and utilities companies.

## 3. Reasons for considering it necessary to enter into the Agreement

The Council considers it necessary to enter into the Agreement for the following reasons. As your landlord, the Council has to meet certain obligations under your lease, in particular with regards to the management and maintenance of the building which may include, mains water supplies, and water testing.

In order to provide these services and carry out these works, the Council needs to ensure that planned maintenance, servicing and planned and ad hoc repair regimes are in place.

The Agreement is designed to meet the requirements of the Council with regards to the mechanical maintenance of housing stock.

#### 4. Reasons for considering it necessary to carry out works on a building or other premises

Insofar as the Agreement involves carrying out works on a building or other premises, the Council considers this necessary for the following reasons. As your landlord, the Council has to meet certain obligations under your lease, in particular with regards to the management and maintenance of the building which may include any works described in paragraphs 2 and 3 above.

The Council needs to ensure that planned maintenance, servicing and planned and ad hoc repairs are carried out to meet the requirements of the Council with regards to the mechanical maintenance of housing stock.

We consider it necessary in part to carry out the works to comply with our statutory obligations under:

- o The Health & Safety at Work Act 1974.
- o HSE Approved Code of Practice and Guidance Document [L8] – “Legionnaires’ disease: the control of Legionella bacteria in water systems”
- o The Water Supply [Water Fittings] Regulations 1999
- o Repair, renewal and upgrades where required to keep the water systems in a good state of order or as required by the legislation.

#### 5. Observations

You are invited to make any written observations regarding the proposals contained in this notice. If you wish to do this, you should send them to this office in writing, to be received within 30 days from the date of this notice. The closing date for official observations to be received will be 8 April 2024.

Observations should be sent to the following address:

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

#### OR PREFERABLY BY EMAIL TO;

[capitalservices@camden.gov.uk](mailto:capitalservices@camden.gov.uk) and include the contract reference **23/013A** and your property reference ‘            ’ in the email subject field.

#### 6. Reasons why the Council is not inviting nominations from leaseholders

In the case of this proposed agreement, the Public Contracts Regulations 2015 (PCR 2015) and the Public Procurement (Amendment)(EU Exit) Regulations 2020 (PPAR 2020) requires the Council as a public authority to advertise the agreement by way of a public notice, in the United Kingdom FTS (Find a Tender Service) because of the estimated value of the services. Where it is necessary to issue such a public notice (as in this case), the right of leaseholders to nominate a contractor does not apply.

The public notice must give details and invite tenders from suitable contractors in respect of the proposed agreement. In view of this requirement, the Regulations state that it is not possible for leaseholders themselves to propose a person or contractor to tender for the contract, as would otherwise be the case. The Regulations also state that leaseholders must be informed of this fact.

Once observations have been considered and the consultation period has closed, the Council intends to place a public notice in the UK FTS to invite expressions of interest in this framework.

**7. Further consultation – notification of landlord’s proposals**

It is anticipated that once this initial consultation has concluded and upon receipt of the tenders/estimates, we will send you a further notice regarding the Council’s detailed proposal in accordance with the Regulations. This will inform you of the proposed contractors and provide you with a further opportunity to be consulted about the Agreement.

**8. Cost of the services**

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

Yours sincerely



Gavin Haynes  
Director of Property Management

**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 **8 April 2024**

**Send to:**

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

**Email:** [capitalservices@camden.gov.uk](mailto:capitalservices@camden.gov.uk) quoting **23/013A** and property reference

Leaseholder Name: .....

Property Address: Flat \_\_\_\_\_, Camden Street, London, NW1 (

Property Reference: :

Contract Reference: **Water Services repair and maintenance Agreement**

Please tick which box applies to you.

- I have no observations*
- I wish to make the following observations; (please detail these below)*




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Signed by \_\_\_\_\_

Dated \_\_\_\_\_



4 March 2024

**Ref:** 23/013B  
**Property ref:** ;  
**Enquiries to:** Leaseholder Services

Leaseholder Services  
London Borough of Camden  
**Camden Town Hall**

The Leaseholder(S)

Judd Street  
London  
WC1H 9JE

Camden Street  
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Dear Leaseholder(s),

**Re: Flat , Camden Street, London, NW1**

**Qualifying long term agreement relating to a fire protection repair, maintenance and service contract.**

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

**1. Introduction**

The Council is planning to enter into what the Act calls a "qualifying long term agreement". This is an agreement which lasts for more than 12 months and concerns services to be carried out in relation to the building or estate in which you are a leaseholder.

This notice relates to general electrical repair and maintenance services provided to the Council's 33,000 homes.

These services are currently delivered through the Council's term service contracts. There is currently one contract,

- Mechanical & Electrical Maintenance Contracts: Contract 3: General electrical systems maintenance

In place of the current contract, the Council intends to enter into an individual contract, including a Fire protection repair and maintenance contract ('Agreement'). The aim of this strategy is to ensure more efficient and cost effective management of individual services by directly appointing specialist organisations to deliver the services they are familiar with.

The Agreement is planned to run from April 2025 for a period of 5 years, with the option to extend by a further 5 years in increments of at least 1 year.



The approximate total annual value of the Agreement is £1.7m.

Where services relate to your property, you will be liable to pay a portion of the cost by way of a service charge.

## 2. General description of services to be provided and works to be carried out

The below list is a general description of services to be provided and works to be carried out under the Agreement.

This contract will cover the planned preventative maintenance (servicing and inspection) and repair of the following:

- **Fire protection / prevention:** This relates to the maintenance, repair, and renewal of fire protection / prevention systems which include but are not restricted to sprinklers, fire alarms, Automatic Smoke Ventilation Systems (AOV's), fire equipment and emergency lighting to blocks and/ or estates.

This agreement relates to the repairs, maintenance and renewal (where an existing system has reached end of life) of fire protection assets within the building or the estate and are as follows:

- fire alarm systems
  - emergency lighting systems
  - dry and wet riser systems
  - sprinkler and misting systems
  - fire equipment (fire extinguishers and fire blankets)
  - Maintenance, repair and servicing of AOV/Automatic Smoke Ventilation Systems
- **Co-ordination of emergency response:** This relates to acting as lead contractor should there be widespread fire protection failure and a requirement to co-ordinate remedial works with the Council and utilities.

## 3. Reasons for considering it necessary to enter into the Agreement

The Council considers it necessary to enter into the Agreement for the following reasons. As your landlord, the Council has to meet certain obligations under your lease, in particular with regards to the management and maintenance of the building which may include fire protection.

In order to provide these services and carry out these works, the Council needs to ensure that planned maintenance, servicing and repair regimes are in place.

The Agreement is designed to meet the requirements of the Council with regards to the electrical maintenance of its housing stock.

## 4. Reasons for considering it necessary to carry out works on a building or other premises.

Insofar as the Agreement involves carrying out works on a building or other premises, the Council considers this necessary for the following reasons. As your



landlord, the Council has to meet certain obligations under your lease, in particular with regards to the management and maintenance of the building which may include any works described in paragraphs 2 and 3 above.

The Council needs to ensure that planned maintenance, servicing and repairs are carried out to meet the requirements of the Council with regards the electrical maintenance of its housing stock.

We consider it necessary in part to carry out the works to comply with our statutory obligations under:

- The Health & Safety at Work Act 1974.
- The Fire Reform Regulations 2022
- BS 9999 Fire Safety in the Design, Management and Use of Buildings
- BS 9991 Fire Safety in the Design, Management and Use of Residential Buildings
- BS 5839 Part 1 & Part 6 Fire Detection & Alarm Systems for Buildings
- BS 5266-1 Code of Practice for the Emergency Lighting of Premises
- BS 9990 Non- Automatic Fire-Fighting Systems - design, installation, testing and maintenance of Wet and Dry Risers
- BS 9251 Fire Sprinkler Systems in Residential Buildings
- BS8458 Domestic and Residential Fire Suppression Systems
- BS 12845 Non Residential Fixed Fire-Fighting Systems – Automatic Sprinkler Systems Design, Installation and Maintenance
- BS 8489 Non Residential Fixed Fire-Fighting Protection Systems

## 5. Observations

You are invited to make any written observations regarding the proposals contained in this notice. If you wish to do this, you should send them to this office in writing, to be received within 30 days from the date of this notice. The closing date for official observations to be received will be 8 April 2024.

Observations should be sent to the following address:

Leaseholder Services  
London Borough of Camden  
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### **OR PREFERABLY BY EMAIL TO;**

[capitalservices@camden.gov.uk](mailto:capitalservices@camden.gov.uk) and include the contract reference **23/013B** and your property reference in the email subject field.

## 6. Reasons why the Council is not inviting nominations from leaseholders

In the case of this proposed agreement, the Public Contracts Regulations 2015 (PCR 2015) and the Public Procurement (Amendment)(EU Exit) Regulations 2020 (PPAR 2020) requires the Council as a public authority to advertise the agreement by way of a public notice, in the United Kingdom FTS (Find a Tender Service) because of the estimated value of the services. Where it is necessary to issue such

a public notice (as in this case), the right of leaseholders to nominate a contractor does not apply.

The public notice must give details and invite tenders from suitable contractors in respect of the proposed agreement. In view of this requirement, the Regulations state that it is not possible for leaseholders themselves to propose a person or contractor to tender for the contract, as would otherwise be the case. The Regulations also state that leaseholders must be informed of this fact.

Once observations have been considered and the consultation period has closed, the Council intends to place a public notice in the UK FTS to invite expressions of interest in this framework.

**7. Further consultation – notification of landlord’s proposals**

It is anticipated that once this initial consultation has concluded and upon receipt of the tenders/estimates, we will send you a further notice regarding the Council’s detailed proposal in accordance with the Regulations. This will inform you of the proposed contractors and provide you with a further opportunity to be consulted about the Agreement.

**8. 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

A handwritten signature in black ink, appearing to read 'G. Haynes'.

Gavin Haynes  
Director of Property Management



**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 **8 April 2024**

**Send to:**

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

**Email:** [capitalservices@camden.gov.uk](mailto:capitalservices@camden.gov.uk) quoting **23/013B** and property reference

Leaseholder Name: .....

Property Address: Flat , Camden Street, London, NW1

Property Reference: :

Contract Reference: **Fire protection repair and maintenance Agreement**

Please tick which box applies to you.

- I have no observations*
- I wish to make the following observations: (please detail these below)



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Signed by \_\_\_\_\_

Dated \_\_\_\_\_

## **Frequently Asked Questions**

### **Q1: What is the proposal, and how does it differ from the current maintenance and service agreements?**

Having listened to residents, councillors and other stakeholders, the Council is proposing two contracts for the delivery of water and fire protection repairs and maintenance services. These contracts will cover:

- Water Services (including; water mains; risers and tanks)
- Fire protection Services (including, but are not restricted to; sprinklers, fire alarms, AOV's, fire equipment and emergency lighting to blocks or estates)

By introducing two separate specialised contracts, the Council will increase its ability to directly manage the suppliers involved. The Council will reduce the overhead it pays to main contractors for the use of sub-contractors making the service more cost effective.

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### **Q2: What work has been done to date in establishing this proposal?**

**A:** Camden has reviewed the performance of the current arrangements and has examined the options available, e.g. using a framework or holding an open tendering process. It is proposed that the Council should carry out a tendering process so that specialist suppliers not on frameworks can apply.



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### **Q3: What are the keys dates and stages of this strategy?**

**A:**

Leaseholder Consultation: Notice of Intention	March to April 2024
Stage 1: Expressions of Interest (SQ using Contract Notice in Find a Tender)	April to June 2024
Stage 2: Invitation to Tender & Evaluation Process	June to September 2024
Leaseholder Consultation : Notice of Proposal	October to December 2024
Contractor Appointment	January 2025

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### **Q4: How will bidders be evaluated and appointed as part of the new strategy?**

**A:** We will be using the “restricted procedure” to appoint the suppliers. The approach is set out by the Public Contracts Regulations 2015. This means there will be two stages of evaluation before suppliers are appointed to the maintenance contracts.

The first stage involves a “Selection Questionnaire” (SQ) which is sent out along to suppliers who respond to the advertisement; the advertisement is generally called a “Contract Notice” and is placed on “Find a Tender”. Suppliers need to complete and submit a questionnaire to be considered for the next stage of the process. At this stage we are interested in their fitness to do the work and we look at information such as financial

capacity, insurance cover, health & safety documentation and workforce standards. In addition to this information, there will be several specific questions, e.g. working in conservation areas, which will give bidders an opportunity to set out their experience and approach for each area of work.

Following the SQ process evaluation, a shortlist of contractors for the maintenance contracts will be established. Shortlisted contractors will be invited to tender for the works as part of stage two of the process. It is at this stage that contractors will submit prices. This stage will involve more detailed evaluation, as in addition to the price submissions there will be specific questions for each work area and interviews for each of the shortlisted contractors.

Following the analysis of tender returns and completion of the evaluation process, the successful suppliers will be appointed to the relevant contracts.

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**Q5: If my new water tank or communal sprinkler needs to be repaired, will this be covered by existing guarantees or will I end up getting charged again?**

**A:** New installations generally have a defects liability period of 12 months, some components may have longer guarantee periods. In addition, there is a 12 year limitations period linked to all works carried out in accordance with the contract. Neither would be affected by the new agreements.

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**Q6: My property isn't served by a water tank, how does this contract affect me?**

**A:** As well as water tanks, this proposed new agreement relates to the maintenance, repair and renewal of the mains cold water distribution networks within each block or estate. The Council are responsible for this network from the boundary of the block / estate.

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**Q7: My property doesn't have fire protective equipment, how does this contract affect me?**

**A:** This proposed new agreement relates to the maintenance, repair and renewal of fire protection/ prevention systems, which include but are not restricted to; sprinklers, fire alarms, Automatic Smoke Ventilation Systems (AOV's), fire equipment and emergency lighting. Some of these systems may be present in your block and/ or estate. However if not, and you are due to receive Fire Risk Assessment works under a different contract, then once installed these new fire protection/ prevention systems will be maintained, repaired and renewed, if necessary, under this contract.

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