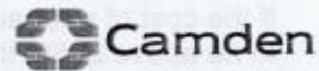


22nd November 2011



Your Reference:

Our Reference: 11/096 Day-to-Day Repairs

Consultation and Final Account Team

London Borough of Camden
Home Ownership Services
Ground Floor
Bidborough House
38-50 Bidborough Street
London WC1H 9DB

Telephone: 020 7974 5107

Fax: 020 7974 3929

Web: camden.gov.uk

Dear The Leaseholder(s),

Notice of Intention to enter into a Qualifying Long Term Agreement for Day-to-Day Repairs to London Borough of Camden's Housing Stock

Property Address:

Please find enclosed Camden's first stage Notice of Intention to enter into a long term agreement with contractors for the provision of day-to-day repairs to London Borough of Camden's housing stock. 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?

Camden is proposing to enter into at least one 5 year long term agreement (with the option of extending for further years), with contractors who can provide day-to-day repairs to Camden's housing stock. It is likely that the successful contractor/s will work on properties across the borough.

This contract is a long term qualifying agreement for the purposes of sections 20 and 20ZA of the Landlord and Tenant Act 1985 (as amended by section 151 of the Commonhold and Leasehold Reform Act 2002). This notice is served in accordance with the consultation requirements of Schedule 2 to The Service Charges (Consultation Requirements) (England) Regulations 2003.

Further Consultation

This Notice of Intention does not concern the carrying out of specific works. Where this long term agreement includes provision for the carrying out of works to your property or estate, and these works will result in a charge to any leaseholder of more than £250, then a separate consultation will be carried out at that time under the provisions of Schedule 3 of the above mentioned regulations.

Further consultation will not be required if your share of the cost of a repair to your block is below £250. You will instead be charged for this repair in your annual service charge invoice.

If the cost of a repair is substantial and your resulting contribution is estimated to be above £250, then you will be sent a further Notice of Intention detailing Camden's intention to carry out this repair under Schedule 3. This further Notice of Intention will detail the nature of the repair, state the reason why Camden believe that the repair is necessary, state your contribution towards the estimated cost of this work, and ask for your observations.

Why you do not have the right to nominate a contractor

Camden has estimated that the total value of the contract is above the amount set out in the European Union Procurement Rules and therefore we must publish our intentions in the Official Journal of the European Union. In these cases the legislation states that Leaseholders and Recognised Tenants' Associations do not have the right to nominate a contractor.

What Happens Next?

Camden will give due regard to all observations received, each one will be responded to in writing, any agreed amendments to this proposal will be made, and then tenders from across the EU will be sought for this contract.

Please note all observations must be received within the observation period which ends on 6th January 2012.

Once Camden has assessed all the tenders received we will issue you with a Notice of Proposal under Schedule 2.

Should you have any questions regarding this letter, please contact the Consultation and Final Account Team on the telephone number shown at the top of page 1.

Yours sincerely,



Jo O'Donnell
Consultation and Final Account Principal

Enclosed:

- Statutory Notice of Intention
- Observation / Comments Form

NOTICE OF INTENTION TO ENTER INTO A QUALIFYING LONG TERM AGREEMENT FOR WHICH PUBLIC NOTICE IS REQUIRED

Sections 20 and 20ZA of the Landlord and Tenant Act 1985

Schedule 2 to the Service Charges (Consultation Requirements) (England) Regulations 2003

To all leaseholders in the London Borough of Camden, and the boroughs' Recognised Tenants' Associations.

1. It is the intention of the London Borough of Camden to enter into long term agreements in respect of which we are required to consult leaseholders. **(Please see statutory note 1, on page 5).**

2a. The following is a general description of the goods or services to be provided and works to be carried out under the contract ("the relevant matters"):

The services to be provided under this agreement are measured term contracts for building maintenance (all trades) for day-to-day repairs and voids work to the Camden's housing stock. The agreement therefore covers the carrying out of day-to-day repairs. The agreement will provide for (amongst other matters): commencement and completion of work; control of the work including the supply of items comprised in work orders; payment; compliance with statutory obligations; injury, damage and insurance; adjudication in the event of dispute; equal opportunities; security of voids; and guarantees. In other words a contractual scheme covering all aspects of the ordering and carrying out of maintenance and repair works required during the term of the contract on a day to day basis.

We are proposing to enter into a qualifying long term agreement for the whole borough.

You are invited to inspect all relevant documents at Camden Town Hall, Committee Room 2, Judd Street, London, WC1H 9JE, on **Thursday 9th December 2011 between the hours of 5pm and 8pm.**

2b. Camden considers it necessary to enter into a long term agreement for the following reasons:

- the agreement will provide a contractual structure within which day-to-day maintenance and repairs can be ordered and carried out
- it gives certainty that there is a contractor with the right resources to manage a repair
- contractor/s will build up valuable experience in respect of Camden's stock
- there will be consistency with the way in which repairs are carried out
- it gives Camden a pricing structure to work from
- it allows the repairs to be undertaken in a timely manner

- it is a more efficient method of managing ad-hoc repairs and is therefore more economical

The works to be carried out will include qualifying works. These works will be necessary to ensure that Camden's housing stock is maintained and kept in good repair.

2d. Public notice will be given of this agreement which is why you are not being invited to nominate persons from whom Camden should try to obtain an estimate for the services to be provided. Camden has estimated that the total value of this contract exceeds the EU Procurement threshold of £156,442.00. This means that Camden must meet EU procurement rules and the proposed contract will be advertised by public notice in the Official Journal of the European Union. This means that under the legislation leaseholders and Recognised Tenants Associations do not have the right to nominate suitable contractors for this long term agreement.

2e-f. We invite you to make written observations in relation to the proposed long term agreement and the relevant matters by sending them to:

Steve Harding
Senior Consultation and Final Account Officer
London Borough of Camden
Leaseholder Services
Ground Floor
38-50 Bidborough Street
London
WC1H 9DB

Or emailing them to: capitalservices@camden.gov.uk quoting **11/096** in the subject line.

Observations must be received by Camden within the statutory consultation period of 30 days beginning with the date of this notice. The consultation period will end on **Friday 6th January 2012**, which gives an allowance for the Christmas period. We will give due regard to all the observations that are made and we will respond in writing within 21 days. **(Please see statutory note 2, on page 5)**

Camden proposes to enter into a long term agreement with any company for a period of **5 years (with an option of extending for further years)** to obtain value for money in agreeing standard charges throughout the borough during this period.

Signed on behalf of the landlord (London Borough of Camden):



Jo O'Donnell

Date: 22nd November 2011

Statutory Notes

1. Section 20 of the Landlord and Tenant Act 1985 (as amended) ("the 1985 Act") provides that a landlord must consult leaseholders who are required under the terms of their leases to contribute (by payment of service charges) to costs incurred under a qualifying long term agreement, where the contribution of any one leaseholder exceeds £100 in any accounting period. "Qualifying long term agreement" is defined by section 20ZA of the 1985 Act. It is anticipated that such costs will be incurred under the relevant qualifying agreement due to future repairs to be carried out pursuant to its terms.

2. The landlord has a duty to have regard to written observations made within the consultation period by any leaseholder or Recognised Tenants' Association. "Recognised tenants' association" is defined by section 29 of the 1985 Act.

