

26th January 2017

Contract Ref: 15/150 Grounds
Property Ref: RTA
Enquiries to: Leaseholder Services

Kilburn Vale Leaseholders Association



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 Kilburn Vale Leaseholders Association

Lease Address: Kilburn Vale Leaseholders Association
Re: Boroughwide - Qualifying long term agreement relating to grounds maintenance

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.

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. The contract term will be 5 years with an option to extend for three years on yearly increments. The new contract will include

- The delivery of a grounds maintenance services and management of all Council estate grounds and communal areas, including maintenance, inspection and planting.
- Grass cutting, maintenance of shrubs, hedges, and flower beds.
- Sports facilities and estate playgrounds will continue to be inspected regularly in line with health and safety regulations and good practice.

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 grounds maintenance and tree works contracts

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 below and in the schedule of rates, which is available for inspection.

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)	
Quadron Services Limited The Hub, Warne Road, Weston-super-Mare, BS23 3UU.	<p>The Housing Revenue Account HRA (Housing estates only) elements are not separate contracts but are part of the wider council contract.</p> <p>The total contract cost is the contract has an annual value of £2, 828,412.</p>

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 not be subject to an annual inflationary uplift.

2. Length of Agreement

The new contract starts on 1 April 2017 and will run for an initial period of 5 years, with the option to extend for three years on yearly increments.

3. Summary of Stage 1 Observations:

Observations received from leaseholders and Recognised Tenants Associations in relation to Camden's Notice of Intention, dated 18 December 2015 & Camden's

responses to these, are summarised in the enclosed document, '**Appendix 1: Summary of Stage 1 Observations 15/150 Boroughwide Grounds Maintenance**

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 which cannot be included in this notice in a sufficiently environmentally or user-friendly format.

You are therefore invited to inspect all relevant information at **Camden 5 Pancras Square London N1C 4AG** at the following times:

Date:	Start	Finish	Room
February 7th, 2017	09:00	11:00	1.2, Roundhouse
	12:00	14:00	1.2, Roundhouse
	15:30	17:00	1.2, Roundhouse
February 9th, 2017	09:00	10:00	1.1, Waterlow
	11:30	14:00	1.1, Waterlow
	15:00	17:00	1.4, Coram
February 14th, 2017	10:30	12:00	1.4, Coram
	12:30	17:00	1.2, Roundhouse
February 16th, 2017	09:30	10:30	1.2 Roundhouse
	11:30	17:00	1.1, Waterlow
February 21st, 2017	09:00	11:00	1.1, Waterlow
	12:30	15:00	1.4, Coram
	15:30	17:00	1.2, Roundhouse
February 23rd, 2017	09:00	13:00	1.1, Waterlow
	14:00	17:00	1.3, Granary

Alternatively, this information can be made available on CD upon request, or emailed on 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. We will also make the schedule of rates available on Camden website.

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 **28th February 2017**.

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

Or

Email capitalservices@camden.gov.uk and include the contract reference and your property reference in the email subject field along with 15/150 Grounds contract observations.

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



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 **28th February 2017**

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 15/150Grounds and your Prop Ref

Contract Reference: 15/150 grounds maintenance services contract.

Leaseholder Name:.....

Property Address:

Property Reference:.....

Please tick which box applies to you.

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signed by _____

Dated _____

January 26th 2017

Appendix 1: Summary of Stage 1 Observations (Contract 15/150 Grounds Maintenance):

The table below is a summary of the most common observations received from leaseholders and Recognised Tenants Associations in relation to Camden's Notice of Intention. Camden's response to these observations is shown adjacent:

Observation	Response	Number like this
CONTRACT STRUCTURE		
For all contracts, we need to have a strong break clause to allow us to stop using a contractor where their work is untimely, or of a poor quality. We would not expect re-work to take place when prices are already very expensive. Re-work is a massive issue for the Brunswick Centre, as things keep needing to be fixed and re-fixed. We cannot let this keep happening.	With reference to your point please note that the contract is clear that any defective work has to be addressed. The Council feel that the proposed framework strategy will encourage better value for money via the mini-competition process, and ensure improved quality standards by 'resting' non-performing contractors from bidding for any future work packages until such time as they can prove that systems have been put in place to improve performance. Camden are constantly reviewing their processes and procedures and reviewing the lessons learned to try and ensure the best service.	1
My only query is whether Camden considered using a package approach similar to the major works framework, which I understand is designed to give controlled access to a number of suppliers, driving up quality and value for money. If not, why not and if so, why was this option not followed?	We are tendering these contracts as a package to help create conditions for harnessing the benefits of economic growth in the borough through a range of initiatives such as apprenticeships and work placements, local employment opportunities and recruitment, engaging with the local supply chain and working with the voluntary and community sector. These contracts are also being retendered to maintain the way Camden 'looks and feels' to residents, businesses and visitors, providing good quality clean parks and public green spaces. These contracts are not major works but maintenance contracts to ensure we deliver our statutory duty of care on tree maintenance and to provide maintenance to our parks and green spaces. Further, grounds maintenance and tree services is not similar to the better homes works in terms of value and type of works being carried out, as a result a package approach option has not been considered.	1
SPECIFICATION OF WORKS		
Following the recent mailing of the consultation documents for various proposed long-term agreements, can you please provide .PDF copies of all documents relating to the below contracts for my records?	It has not been possible to do this, as council do not have the capacity to send them in the format you want. However, you may request copies of them on a cd, which we will be glad to provide to you by post.	1
	Please find enclosed a CD copy of the pricing information relating to the above contract.	4

<p>I welcome the attempt by the council to regulate the grounds maintenance contracts. If grounds are neglected in the future as they have been in the past, to the point of becoming a health hazard, with overgrown hedges or vermin infested bin areas, should lease holders withhold their contribution to maintenance bills at the end of the year, on the grounds that it was work not done? If residents deal with such problems themselves, as we have done consistently for the last seven years, is there any prospect of our maintenance charges being reduced? Will the Council not include some sort of redress in their contracts, so that if residents complain it has some impact on the contractor?</p>	<p>The purpose of the new contract, that the Council intends to enter into, is to achieve the best value for money for both Camden and its residents. The aim is to ensure the efficient and cost effective management of individual services, by directly appointing specialist organisations to deliver the services they are familiar with. Input from residents is a very important part of the grounds maintenance contract monitoring. If you feel that the quality of grounds maintenance on your estate is below standard, we would encourage you to call Contact Camden on 020 7974 4444 or go to www.camden.gov.uk/contact and they will log the feedback on the system for the contractor to address. Where services or works covered by the agreement relates 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 receive the service. 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.</p>	1
<p>There are no communal gardens</p>	<p>Works that are covered by this agreement is not limited to communal gardens only. Please refer to the terms of your lease and your annual service charges.</p>	1
<p>Please make sure it cutting the grass on the sloping side of my block</p>	<p>We are proud of our parks and green spaces in Camden so we are disappointed to hear of your dissatisfaction of the green areas around Oakshott. Your concerns have been sent to the grounds maintenance monitoring officers to investigate. Should you have any further suggestions or feedback, this can be given by email to groundsmaintenance@camden.gov.uk</p>	1
CONTRACTORS		
<p>Do not on any account use Lakehouse for any of these contracts. They were rude, incompetent and criminally fraudulent when they did work on my flat. I will refuse to let any criminal contractors through my front door.</p>	<p>The EU procurement regulations are designed to ensure all qualified suppliers are able to bid. This principle is called equal treatment and requires that all processes of commissioning and procurement are fair and don't exclude potential providers. We would be in breach of this if we discriminated against a supplier based on, for example location, nationality or any other bias.</p>	1
PERFORMANCE MONITORING/VALUE FOR MONEY		

There is an ambiguity in the basis of pricing: does the contractor bear the risk in the quantity of "find and fix" small works <5m2, given the fixed lump sum basis of this part of the contract?	The contractor will find and fix any defects that meet the specification contained within the contract. It is within their interest to not miss any defects as they will bear the liability should anyone make a third party claim. Each defect is noted, before and after picture taken and an area engineer undertakes a percentage audit of the completed works to ensure they are undertaken to specification and quality.	1
Who has final responsibility for finding the works required and does Camden check the adequacy of the contractor's finds? If tenants or leaseholders find damage, to whom should they report?		1
What measures does Camden take to pursue costs from third parties who cause damage?		1
Given your objective "grounds continue to be safe and attractive", the fact that a large proportion of the "green" areas around Munster Sq are not effectively or attractively landscaped, and the abandonment of some areas to dogs' lavatories, which represent a real health hazard, who is responsible for decisions on landscaping works to remedy these issues, how can such suggestions be followed up, and what channels are there for feedback or suggestions on effective use of space?	We are proud of our parks and green spaces in Camden so we are disappointed to hear of your dissatisfaction of the green areas around Munster Square. Your concerns have been sent to the grounds maintenance monitoring officers to investigate. We will investigate the issue of dog fouling, if appropriate a targeted enforcement process can be employed..However owing to budget constraints landscaping works will have to be carefully considered by the grounds maintenance team. Any suggestions or feedback can be given by email to groundsmaintenance@camden.gov.uk . However the first point of contact should be contact Camden on 0207 974 4444 any Anti-Social Behaviour should be reported this way so it can be directed to the appropriate officer.	1
LEASEHOLD ENQUIRIES		
Please do not post information to this address, but to send it to my landlord	Camden must serve the notices in order to comply with the Commonhold and Leasehold Reform Act 2002. The notices have been served to every leaseholder and freeholder within the borough. It is a statutory requirement that the notice be sent to leaseholders both at their lease address and their correspondence address.	2

<p>We are looking forward to more flowers and trees in our communal area behind our block, it will look so much prettier. We know plans are being made to enhance the communal rear of the building – I'd love to help if possible</p>	<p>Your comments regarding the Landscape of your Communal Area have been noted. Owing to budget constraints landscaping works will have to be carefully considered by the Grounds Maintenance Team. Any suggestions or feedback can be given by email to groundsmaintenance@camden.gov.uk</p>	1
<p>I would like to comment that I believe the ground maintenance and trees maintenance should be responsibility of Camden Council and they should fund it from the service charge pot.</p>	<p>You are liable to contribute under the terms of your lease (by way of a service charge) to works done under this contract when required to your block/estate</p>	1
<p>I have no observations as long as the work is necessary and the right charges are applied when the work is carried out</p>	<p>We believe that the procurement of this contract will demonstrate best value for money for work undertaken</p>	1
<p>We also have in our premises (although it is outside of our fence) a climbing plant that is covering completely one of my windows and partially the other one. This plant is really annoying: when it has leaves it covers and hides our entrance (as it is planted/located on the left side of the doorsteps) - this is actually very annoying when entering or leaving the building and also quite dangerous because people can actually hide in there and cause problems, we mostly have drunk people sleeping in the doorstep hidden from the street. When the plant starts losing its leaves it is very dirty, cause it leaves everywhere! I can never open one of my windows because of that damn plant!!!</p>	<p>I will be sending your request on to the appropriate department to look into the climbing plant outside your windows. Please contact the Council main switchboard on 0207 974 4444 if you will like to follow it up with a phone call and you will be put through to the appropriate officer.</p>	1
<p>Can someone please come and dispose of all of it? I've said it's planted on the left side of our doorstep outside the fence and it uses the fence and the wall to climb on the house itself.</p>	<p>I am sorry to hear of your previous unhappiness with some of our gardeners, the use of the estate facilities by non-residents, and situations such as drug use on the estate; however these fall outside of the scope of this consultation exercise, which relates to the appointment of a contractor to maintain the estate roads. You retain the right to contest any service charge invoice/s issued to you if you believe they are unreasonable as a result of any of the above-mentioned factors.</p>	1
<p>As I have previously said we as an estate and as individuals (both leaseholders and tenants) have put in a huge amount of time and money to our communal areas and gardening - I myself recently went away for a few days to return to find that large established plants I had put out in the communal beds outside my own gate had been ripped out. These were worth hundreds of pounds. The gardeners who carried out this work clearly did not know their profession and attempted to move them to the children's playground and replant them. No fresh soil was put in and they were shoddily shoved into the ground with no consideration to their position etc. The result was that the plants died very quickly. I do not want to even start on the pruning of some of the plants over the years - it has been a massacre at times!</p>		

<p>May I request when moving forward that new contracts you make please let it be clear which contractor is responsible for removing litter and rubble from garden areas so this is not an issue moving forward. I would like to ask how will you make it clear to your contractors, who is responsible for what, and will this grey area be covered? We have had drug problems on this estate too which have been reported time and again yet still I see obvious drug users/dealers strolling our corridors, sitting on the staircases and my children are scared of them and shouldn't have to run this gauntlet. I have removed needles etc from communal areas. We have open space which is of a premium in central London, so precious to our children, please help us to resolve these issues so they may safely play outside which I do not feel they can do presently.</p>	<p>Bidders have been provided with background information in relation to the current waste collection (including scheduled bulky waste), recycling and estate cleaning schedules. They have also been provided with details of the number and type of containers on each housing estate.</p>	1
<p>Whilst on the subject of service charges for these areas I must address the fraudulent request for funds taking place- the latest gardening job cost £600 in total - the leaseholders were charged £45 each for soil being emptied out of the beds and replaced with new fresh soil. This has NEVER happened but the charge appeared on the service charges. Can you please explain this one?</p>	<p>No response</p>	1
<p>I would like Camden clearly identify to the Tenant/Leaseholder how these contracts will be better value for money? Or at worst can the TRA have access to this?</p>	<p>The Council has a challenging financial target for the new contract. Bidders have also been asked to ensure that the contract is flexible to take into account future changes, including on-going economies, new environmental legislation and policy; and encourages innovation through new service delivery models and increased use of technology.</p>	1
<p>Can any saving made be transparent and these passed back to the Leaseholder? If possible, then it should also be relevant to savings etc for tenants too?</p>	<p>Bidders have been asked how they will share savings with the Council and how the proposed sharing of savings will be open and transparent.</p>	1
<p>I have previously called and emailed about documents that have been sent to me and do not understand. However I Have only managed to speak to one person in your department who had no idea about any of it. I'm not sure why he is working in that department. I have now received more documents that I do not understand. contract ref 14/215 & 15/150 & 15/151 Please can you call me and explain what is going on.</p>	<p>We tried to contact you through the phone you provided to no avail. I am sorry that you found all the information overwhelming. Camden Council must serve the notices in order to comply with the Commonhold and Leasehold Reform Act 2002. The notices were served to every leaseholder and freeholder within the borough because they could potentially be affected by the Qualifying Long Term Agreement that Camden Council is proposing to enter into. The Council have laid out the service information within the tender and contract documentation and Each proposal involves putting in place a specialised contractor to carry out regular maintenance jobs.</p>	1

	<p>I would like to reassure you that no recharge stems directly from these notices. The notices are part of legally required, borough-wide, consultation on the new structure of contracts for future works/services. Camden must serve the notices in order to comply with the common hold and Leasehold Reform act 2002. Further, I assure you that if services are not received by your block, you would not be asked to contribute. If there will be works to your block in the future , we will consult you separately.</p>	
<p>I wish to make the following observation about these notices and all such similar notices that you have sent me recently. I judge these notices to be entirely unsatisfactory in that it is impossible and unreasonable for residents to be able to judge their contents in any kind of context or deal with them in an informed way. I interpret their function as purely being to lay the ground for future unreasonable expenses imposed on leaseholders without proper justification of necessity, efficiency or cost effectiveness, but with a spurious box-ticking back-covering sense that you sent these notices historically and that leaseholders were therefore 'prepared' and 'consulted'.</p>	<p>We are issuing these notices as part of a plan to ensure arrangements are in place for all these essential services for the next few years.I appreciate that these notices are quite extensive and there are many documentations related to these contracts for our leaseholders. This is because we have to comply with statutory legislation in this regard to ensure that these notices are valid.</p>	1
<p>We have sold the property a number of months ago. Please cease sending us notifications about the property. This applies to your current consultation about QLTAs but also about the major works. I am sure the new owner will wish to be notified of these works.</p>	<p>No response</p>	1
<p>There are no trees or grounds at my block so I shouldn't incur any costs</p>	<p>For clarity, and in order just to put your mind at ease, I would like to highlight first that the notices we recently sent to you are part of legally required, borough-wide, consultation on the new structure of contracts for future works/services. As a leaseholder you will only be affected if you receive the relevant services now, or will receive the relevant services or repairs in the future. However no works, or recharge of costs result directly from the consultations at this time.</p>	1