



# ***Saltash Town Council***

***Konsel An Dre Essa***



*The Guildhall*  
*12 Lower Fore Street*  
*Saltash*  
*PL12 6JX*  
*Telephone: 01752 844846*  
[www.saltash.gov.uk](http://www.saltash.gov.uk)

3 December 2021

Dear Councillor

I write to summon you to the **Meeting of the Library Sub Committee** to be held at the Guildhall on **Thursday 9th December 2021 at 6.30 pm.**

We encourage members of the public and press attending Council meetings to wear a face covering, unless medically exempt, to be mindful and respect others space and to consider their own unique circumstances before attending.

The meeting is open to the public and press. Any member of the public requiring to put a question to the Town Council must do so 24 hours prior to the meeting by email [enquiries@saltash.gov.uk](mailto:enquiries@saltash.gov.uk)

Yours sincerely,

S Burrows  
Acting Town Clerk

**To Councillors:**

R Bickford R Bullock J Dent (Chairman) S Martin J Peggs B Samuels P Samuels D Yates (Vice-Chairman)	All other Councillors for information
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## Agenda

1. Health and Safety Announcements
2. Apologies.
3. Declarations of Interest:
  - a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.
  - b. Acting Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.
4. Questions - A 15-minute period when members of the public may ask questions of Members of the Council.

Please note: Any member of the public requiring to put a question to the Council must do so 24 hours prior to the meeting by writing or email.

5. To receive and approve the minutes of the Library Sub Committee held on Wednesday 10th November 2021 as a true and correct record. (Pages 4 - 10)
6. To consider Risk Management reports as may be received.
7. Finance and Budget. (Page 11)
8. To receive a report and consider a virement between library budgets. (Page 12)
9. To receive a further quote to appoint a Building Surveyor to act on behalf of Saltash Town Council to carry out the library refurbishment works and consider any associated expenditure recommending to Full Council. (Pages 13 - 25)  
**(Pursuant to Library meeting held 10<sup>th</sup> November 2021 minute no. 13/21/22. Members confirmed that should the Station Building Surveyor not be available further consideration would be given to company C)**
10. To revisit the Library floor plan and consider the use of the Library building to accommodate the youth of Saltash. (Page 26)
11. To investigate the practicability of establishing a Climate Emergency Hub in the library building.
12. Public Bodies (Admission to Meetings) Act 1960:  
To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.
13. To consider any items referred from the main part of the agenda.

14. Public Bodies (Admission to Meetings) Act 1960:  
To resolve that the public and press be re-admitted to the meeting.
15. To consider urgent non-financial items at the discretion of the Chairman.
16. To confirm any press and social media releases associated with any agreed actions and expenditure of the meeting.

Date of next meeting:                      To be confirmed.

## SALTASH TOWN COUNCIL

### Minutes of the Meeting of the Library Sub Committee held at the Guildhall on Wednesday 10th November 2021 at 6.30 pm

**PRESENT:** Councillors: R Bullock, J Dent (Chairman), S Martin, P Samuels, G Taylor and D Yates (Vice-Chairman).

**ALSO PRESENT:** Councillor R Bickford, S Burrows (Acting Town Clerk), S Emmett (Finance Officer), D Orton (Community Hub Team Leader) and D Joyce (Administration Officer)

**APOLOGIES:** Councillor B Samuels.

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#### **4/21/22 HEALTH AND SAFETY ANNOUNCEMENTS**

The Chairman informed those present of the actions required in the event of a fire or emergency.

#### **5/21/22 DECLARATIONS OF INTEREST:**

a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.

None.

b. Acting Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.

None.

#### **6/21/22 QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE COUNCIL.**

None.

**7/21/22**      **TO RECEIVE AND APPROVE THE MINUTES OF THE LIBRARY SUB COMMITTEE HELD ON TUESDAY 13TH JANUARY 2021 AND THURSDAY 2ND SEPTEMBER 2021 AS A TRUE AND CORRECT RECORD.**

Please see a copy of the minutes on the STC website or request to see a copy at the Guildhall.

It was proposed by Councillor Dent, seconded by Councillor Yates and **RESOLVED** that the minutes of the Library Sub Committee held on Wednesday 13<sup>th</sup> January 2021 were confirmed as a true and correct record.

It was proposed by Councillor Dent, seconded by Councillor P Samuels and **RESOLVED** that the minutes of the Library Sub Committee held on Thursday 2<sup>nd</sup> September 2021 were confirmed as a true and correct record.

**8/21/22**      **TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED.**

None.

**9/21/22**      **FINANCE AND BUDGET.**

It was **RESOLVED** to note.

**10/21/22**      **TO RECEIVE AND APPROVE THE LIBRARY SUB COMMITTEE TERMS OF REFERENCE.**

It was proposed by Councillor Dent, seconded by Councillor P Samuels and **RESOLVED** to approve and adopt the Library Sub Committee Terms of Reference.

11/21/22

**TO RECEIVE A REPORT TO ABOLISH OVERDUE FINES AT SALTASH LIBRARY HUB AND CONSIDER RECOMMENDING TO FULL COUNCIL TO COMMENCE AS AT 1ST JANUARY 2022.**

The Acting Town Clerk informed Members that consideration of abolishing overdue fines for Library books at Saltash Library Hub had been considered and recommended for approval at the Extraordinary Services Committee meeting held on Wednesday 3<sup>rd</sup> November 2021 minute nr. 63/21/22.

Members received the report provided by the Community Hub Team Leader and considered the date in which to implement the abolishment of fines.

It was proposed by Councillor Taylor, seconded by Councillor Dent and **RESOLVED:**

1. To note the report and recompensed amount of £975.00 from Cornwall Council based on income fee of approximately £1,300 for the year 2019/2020.
2. To note the recommendation from the Extraordinary Services Committee meeting to the Extraordinary Policy and Finance Precept Committee meeting to be held on Wednesday 24<sup>th</sup> November 2021.

It was proposed by Councillor Taylor, seconded by Councillor Dent and resolved to **RECOMMEND** to the Extraordinary Policy and Finance Precept Committee meeting to be held on Wednesday 24<sup>th</sup> November 2021 to commence the abolishment of overdue fines for Library books at Saltash Library Hub as of 1<sup>st</sup> January 2022.

12/21/22

**TO RECEIVE AND NOTE A LETTER FROM THE MINISTRY OF HOUSING, COMMUNITIES AND LOCAL GOVERNMENT RELATING TO THE PUBLIC WORKS LOAN BOARD BORROWING APPROVAL.**

The Chairman reminded Members of the letter received from the Ministry of Housing, Communities and Local Government (MHCLG) and the deadline date of the 14<sup>th</sup> May 2022 to drawdown the borrowing loan amount of £200k.

The Chairman informed Members that the deadline date of 14<sup>th</sup> May 2022 did not relate to a date of the commencement of works and was solely relating to the borrowing approval conditions as stated in the letter (points 5a – f).

It was **RESOLVED** to note MHCLG borrowing approval letter together with the conditions of the loan.

13/21/22

**TO RECEIVE QUOTES TO APPOINT A BUILDING SURVEYOR TO ACT ON BEHALF OF SALTASH TOWN COUNCIL TO CARRY OUT THE LIBRARY REFURBISHMENT WORKS AND CONSIDER ANY ASSOCIATED EXPENDITURE RECOMMENDING TO FULL COUNCIL.**

The Chairman informed Members of the difficulty in obtaining three quotes to undertake specialist Building Surveyor works.

The Acting Town Clerk informed Members the professional fee for the appointed Building Surveyor is to be allocated to the borrowing loan amount.

Cllr Bickford asked the Chairman if the companies approached for a quotation were any of those used for the Station Building.

Cllr Yates confirmed one company was approached but due to their current workload they are unable to provide sufficient resources to provide a comprehensive fee quotation and that their company deals mainly with structural design and detailing and do not usually produce tender documents, specifications nor carry out tender analysis work.

Members further debated and reviewed the quotes received.

It was proposed by Councillor Dent, seconded by Councillor Taylor and **RESOLVED** to defer the appointment of a Building Surveyor to a future Library meeting until a further quotation is received from the Station Building Surveyor.

Members further confirmed that should the Station Building Surveyor not be available further consideration would be given to Company C.

14/21/22

**TO RECEIVE A STATUS REPORT ON THE LIBRARY HUB REFURBISHMENT WORKS AND CONSIDER ANY ASSOCIATED EXPENDITURE RECOMMENDING TO FULL COUNCIL.**

Members debated in length the Library floor plan and refurbishment works running through the existing specification identifying all areas including the Grade II listing and the impact the pandemic has had on the project.

It was proposed by Councillor Dent, seconded by Councillor P Samuels and **RESOLVED** to note:

1. The proposed draft floor plan of the Library building.
2. That the £15k remains in Cornwall Council's budget for the Town Council to allocate against the replacement of the curtain walling works.

It was proposed by Councillor Dent, seconded by Councillor Taylor and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 2<sup>nd</sup> December 2021 to approve:

1. To continue with the replacement work of the curtain walling and doors.
2. To continue with the refurbishment reducing the mezzanine construction and sound proofing work/cost in the short term to stay within what is expected to be an effectively reduced budget as a result of the increase in material cost due to the pandemic.
3. To make the mezzanine floor a work station area for everyone to use including Town Council Officers (desk/IT and electric connection points) within the weight restricted guidance.
4. To replace the 'conversion to form a coffee bar' to a two vending machine station including the pipe work and electrical supply.
5. To no longer carry out extensive work to the interview room (office adjacent to the stairs to the first floor).
6. To instruct the appointed Building Surveyor on behalf of the Town Council to submit a 'heritage matters only' pre-application at a cost of £275+VAT allocated to budget 6971 EMF Property Maintenance to further clarify the conditions in the listed building consent.
7. To go back out to tender in accordance with the Town Council procurement regulations
8. To drawdown the approved borrowing amount of £200k to commence as of 1<sup>st</sup> April 2022 for the purpose of the Library project only.



**15/21/22** **TO RECEIVE A REPORT AND CONSIDER THE LIBRARY BUILDING AS A TOWN COUNCIL FACILITY FOR HIRE AND ANY ASSOCIATED CHARGES RECOMMENDING TO FULL COUNCIL.**

It was proposed by Councillor Martin, seconded by Councillor Taylor and **RESOLVED** to note the report and defer to a future Library Sub Committee meeting upon the completion of the refurbishment works.

**16/21/22** **TO RECEIVE A REPORT TO APPOINT A COMPANY TO CLEAN THE LIBRARY BUILDING FASCIA AND CONSIDER ANY ASSOCIATED EXPENDITURE.**

It was proposed by Councillor Dent, seconded by Councillor Bullock and **RESOLVED** to:

1. Appoint Company B to remove all fungicide staining with soft environmentally friendly chemical wash subject to a fixed cost being confirmed of £650.00 to be allocated to budget 6908 Cleaning Materials and Equipment.
2. Await for the refurbishment works to be complete prior to the cleaning of the fascia's taking place.

**17/21/22** **PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:**

Pursuant to Section 1(2) of the Public Bodies (Admissions to Meetings) Act 1960, it was resolved that the public and press leave the meeting because of the confidential nature of the business to be transacted.

**18/21/22** **TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF THE AGENDA.**

None.

**19/21/22** **PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:**

It was resolved that the public and press be re-admitted to the meeting.

**20/21/22** **TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE DISCRETION OF THE CHAIRMAN.**

None.

21/21/22 **TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.**

None.

**DATE OF NEXT MEETING**

To be confirmed.

Rising at: 8.08 pm

Signed: \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_

**Services Committee - Library Budget**  
Saltash Town Council  
As at 1st December 2021

Account	Actual Received/ Spend 2020/21	EMF Balances B/F 2020/21	To/From Reserves & Budget Virements 2021/22	Budget 2021/22	Actual Received/Spend YTD 2021/22	Actual Funds To Receive/ Available to Date 2021/22	Notes
<b>Library Operating Income</b>							
<b>Library Income</b>							
4517 LI Library - Fines (Collected on behalf of CC)	5	0	0	568	96	472	
4518 LI Library - Photocopying Fees	0	0	0	566	77	489	
4519 LI Hire of Video, DVDs & Books (Collected on behalf of CC)	0	0	0	110	0	110	
4524 LI Library Book Sales	307	0	0	151	194	(43)	
4525 Library - Miscellaneous Income	353	0	0	0	0	0	
4526 LI Library Activity Income	0	0	0	100	0	100	
4527 LI Library Cafe Rental Income	0	0	0	3,000	0	3,000	
4528 Library Merchandise Income	0	0	0	425	0	425	
<b>Total Library Income</b>	<b>664</b>	<b>0</b>	<b>0</b>	<b>4,920</b>	<b>368</b>	<b>4,552</b>	
<b>Total Library Operating Income</b>	<b>664</b>	<b>0</b>	<b>0</b>	<b>4,920</b>	<b>368</b>	<b>4,552</b>	
<b>Library Operating Expenditure</b>							
<b>Library Expenditure</b>							
6900 LI Rates - Library	13,473	0	0	14,004	13,473	531	
6901 LI Water Rates - Library	0	0	0	323	0	323	
6902 LI Gas - Library	1,251	0	0	1,730	315	1,415	
6903 LI Electricity - Library	1,742	0	0	1,412	719	693	
6904 LI Fire & Security Alarm - Library	504	0	0	915	619	296	
6905 LI Fire Extinguishers - Library	227	0	0	0	0	0	
6908 LI Cleaning Materials & Equipment - Library	337	0	0	1,643	319	1,324	
6909 LI Boiler Service & Maintenance - Library	205	0	0	1,006	64	942	
6910 LI General Repairs & Maintenance - Library	692	0	0	2,012	763	1,249	
6911 LI TV License & PRS - Library	283	0	0	1,258	57	1,201	
6913 LI Refreshment Costs - Library	0	0	0	252	0	252	
6914 LI Replace Equipment - Library	979	0	0	1,026	168	858	
6918 LI Professional Fees (Private Contractors)	945	0	0	1,006	0	1,006	
6920 LI Legionella Risk Assessment - Library	280	0	0	516	280	236	
6921 LI IT & Office Costs - Library	4,118	0	0	5,131	3,080	2,051	
6922 LI Library Activities	575	0	0	1,400	1,238	162	
6923 LI PWLB Loan Repayment & Interest	0	0	0	21,500	0	21,500	
<b>Total Library Expenditure</b>	<b>25,613</b>	<b>0</b>	<b>0</b>	<b>55,134</b>	<b>21,096</b>	<b>34,038</b>	
<b>Library Staffing Expenditure</b>							
Library Staff Expenses	264	0	0	1,900	26	1,874	
6682 ST LI Staff Training (Library)	340	0	0	1,509	138	1,371	
Library Staffing Costs	84,234	0	20,691	94,903	70,798	44,796	
<b>Total Library Staffing Expenditure</b>	<b>84,837</b>	<b>0</b>	<b>20,691</b>	<b>98,312</b>	<b>70,962</b>	<b>48,041</b>	
<b>Total Operating Expenditure</b>	<b>110,450</b>	<b>0</b>	<b>20,691</b>	<b>153,446</b>	<b>92,058</b>	<b>82,079</b>	
<b>Total Library Operating Expenditure</b>	<b>110,450</b>	<b>0</b>	<b>20,691</b>	<b>153,446</b>	<b>92,058</b>	<b>82,079</b>	
<b>Total Library Operating Surplus/ Deficit</b>	<b>(109,786)</b>	<b>0</b>	<b>(20,691)</b>	<b>(148,526)</b>	<b>(91,690)</b>	<b>(77,527)</b>	
<b>Library EMF Expenditure</b>							
6971 LI EMF Saltash Library Property Maintenance (from CC)	11,298	11,788	0	16,500	0	28,288	
6972 LI EMF Library Equipment & Furniture	583	14,417	0	17,500	16,390	15,527	
6973 LI EMF Loan Repayment for 2020-21	0	23,000	0	0	0	23,000	
6698 ST LI EMF Staff Contingency (Library)	0	15,941	(12,097)	0	0	3,844	
<b>Total Library EMF Expenditure</b>	<b>11,881</b>	<b>65,146</b>	<b>(12,097)</b>	<b>34,000</b>	<b>16,390</b>	<b>70,659</b>	
<b>Total Library Expenditure (Operational &amp; EMF)</b>	<b>122,331</b>	<b>65,146</b>	<b>8,594</b>	<b>187,446</b>	<b>108,447</b>	<b>152,739</b>	
<b>Total Library Budget Surplus/ (Deficit)</b>	<b>(121,667)</b>	<b>(65,146)</b>	<b>(8,594)</b>	<b>(182,526)</b>	<b>(108,080)</b>	<b>(148,186)</b>	

Notes

To/From Reserves & Budget Virements 2021/22

1. £10,000 vired from 6698 EMF Library Staff Contingency to Library Staffing Costs
2. £5,105 from 6971 EMF allocated to the Library Refurbishment Project

# Agenda Item 8

## **To receive a report and consider a virement between library budgets**

2021 has been a challenging year for the Library. Closed for click and collect to fully open via limited browsing. The inherited Library Activities budget was used in many different ways to keep online activities busy during these difficult months, an expenditure that wasn't originally built into the Library budget sheet.

The Library has an available balance of £252 allocated to refreshment costs (6913) in the current budget and would ask for the balance of £252 to be vired to Library activities (6922) budget to be used for activities in the new year to end of the current financial year 2021-22.

**End of report**

**Community Hub Team Leader**

Saltash Town Council  
The Guildhall  
12 Lower Fore Street  
Saltash  
PL12 6JX

Issued by email only

01 December 2021

## **Saltash Library, Callington Road, Saltash, PL12 6DX – Condition Survey**

Thank you for your enquiry to undertake a condition survey of Saltash Library which we understand is a 1960s Grade II Listed property.

Our understanding of the brief is to undertake a condition survey of the property including roof, rainwater system, external walls, windows, external doors, internal walls/doors, partitions, fixture, fittings and building services installations (mechanical and electrical). Our survey will comprise a room by room and elevation by elevation schedule of findings with photographs, together with recommendations and guide costs for repairs.

In addition to presenting the report in a traditional written format we will collate our recommendations into a tabular format which will include approximate budget estimates and allocate priorities. We have enclosed an example survey report which illustrates how we would propose to structure and present the report however we would be happy to discuss and agree the exact format prior to commencement (Client consent has been sought to release report which dates back to 2011 and now superseded due to extensive refurbishment).

Our survey will be based on visual inspection from vantage points at ground or floor level, from a 3.5m ladder or permanent safe access where provide. We have not allowed for specialist access equipment such as cherry pickers to access roofs.

We would not be undertaking any opening up or testing and therefore will be unable to identify any hidden defects, however, where such defects are likely to exist we would recommend a more intrusive investigation where appropriate. We enclose our typical survey limitations.

Our survey team would comprise a Senior Chartered Building Surveyor with experience of Listed Building. We have allowed for a Building Services Engineer to attend site to survey the mechanical and electrical installations.

We set out below our lump sum fee inclusive of expenses and disbursements but exclusive of VAT.

Building Condition Survey	£1,750.00 (ex VAT)
Building Services Survey (Mechanical & Electrical)	£1,150.00 (ex VAT)
<b>Total</b>	<b>£2,900.00 (ex VAT)</b>

Our fee proposal assumes that you will inform and facilitate access to all parts of the building during normal work hours. If access to certain areas is not possible, this will recorded in our report.

We would require payment within 28 days of the date of our invoice after which we reserve the right to charge interest at the statutory rate. For this commission we are able to offer £5,000,000 Professional Indemnity Insurance. We enclose our standard terms and condition to this proposal (Version 3 – 26/11/19).

We trust that this fee proposal covers all matters however should you have any questions or require further clarification please let me know.

Yours faithfully

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**I confirm acceptance of this proposal and instruct you to proceed immediately with the above surveys**

**Building Condition Survey** YES/NO

**Building Services Survey (Mechanical & Electrical)** YES/NO

**Signed:** .....

**Print Name:** .....

**Date:** .....

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The Guildhall  
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Issued by email only

01 December 2021

### **Saltash Library, Callington Road, Saltash, PL12 6DX – Refurbishment Works**

Thank you for your enquiry to provide multi disciplinary services in relation to refurbishment works proposed to Saltash Library which we understand is a 1960s Grade II Listed property.

As set out in your emails dates 25 November and 30 November 2021 we understand the proposed scope of works comprises the works listed below with an estimated budget of £200,000 (ex VAT):

- Replacement of curtain wall and external doors
- Create work station area on mezzanine floor with desks/IT connections etc
- Formation of two vending machine station

In the first instance there would be a requirement to obtain accurate existing floor plans and elevation drawings for the building in AutoCad format which would form the basis of the proposals and various statutory applications moving forward. If drawings are not available we will arrange for quotations from specialist measured survey consultants on your behalf.

Once in receipt of the existing drawings and findings of the condition survey (subject to separate fee proposal) we would arrange a meeting with Saltash Town Council to discuss and refine the brief. We have assumed there will be a requirement to undertake a public/stakeholder consultation event to assist developing the final brief.

Once we have frozen the proposed floor plans we would propose to prepare and submit a pre-app Planning/Listed Building Consent to both Cornwall Council and Historic England/Local Conservation Officer which will mitigate incurring additional costs amending the Listed Building Consent application and Heritage Impact Assessment if either party objects to the proposals. We will also engage in a pre-application process with Building Control to develop the building regulations application. Upon receipt of a positive response to the pre-app we would commence developing the detailed design package and specification for the proposed works which needs to capture the full scope of the proposed works along with the replacement/repair works to the existing building fabric picked up by our condition survey.

Upon receipt of Planning and Listed Building Consent we would progress the scheme to tender stage which will involve close liaisons with our Building Surveying/Interior Design team and yourself to agree the specification of the fit out. We will need to agree the method of procurement of the contract works which we envisage will be by the adoption of a traditional approach by approaching four local Main Contractors.

The role as perceived for this project involves the following duties:

### **Generally**

We will undertake the all-embracing professional role of the Project Manager/Contract Administrator and provide all necessary professional duties including all architectural, interior design, planning consultancy, building surveying, cost management, mechanical and electrical services engineering associated with the proposed refurbishment works. In this instance the service will also include all duties necessary under the new CDM Regulations 2015 under which we would act as the Principal Designer.

To maintain Client awareness throughout the Contract by way of regular Client liaison meetings.

### **Pre-Contract**

- a) Production of initial feasibility sketches for the proposed refurbishment works.
- b) Produce cost plan based on the initial proposals.
- c) Procurement of all required supplementary surveys and reports which we anticipate at this stage to comprise:
  - Measured survey (AutoCad)
  - Heritage Impact Assessment
  - Refurbishment & Demolition Asbestos Survey
- d) Preparation and submission of Planning and Listed Building Consent application which includes a detailed design package for the refurbishment work.
- e) Preparation and submission of information required to discharge Planning and Listed Building Consent conditions. Amend the scheme, as necessary and to update cost plan following necessary consultations.
- f) Preparation and submission of a Building Regulations application.
- g) Formulation and clarification of the design package into a comprehensive specification and schedule of works together with any other necessary tender documentation.
- h) Make recommendations and assist with the selection of suitable Contractors for tendering purposes, invite and receive tenders.
- i) Evaluation of the Contractor's tender prices and the preparation of a tender report and recommendation
- j) Prepare all necessary documentation to achieve items a) - i) and to finally draw up and arrange the Contract Documentation.
- k) Undertake the duties of the Principal Designer.

### **Post Contract**

- l) Organise and chair a pre-commencement meeting with the contractor.



- m) Undertake regular frequent inspections of the works in progress (weekly) to check that the specification and drawings are being complied with and that the required standards are being achieved.
- n) Agreement of the amounts due for periodic payment (monthly) to the Contractor under the Contract and provide periodic cost reports.
- o) To monitor the satisfactory progress and completion of the works and to advise the Client accordingly, including the resolution of any anticipated or actual problems.
- p) Organise and chair regular site progress meetings as required.
- q) Inspect the works at completion, issue list of defects, re-inspect when complete and issue the Certificate of Practical Completion
- r) Prepare and agree the Final Account with the Contractor.
- s) Inspect the works at the end of the Defects Liability Period and issue list of defects, re-inspect and, when complete, issue the Certificate of Making Good Defects.

Essentially the purpose of our role is to represent you and protect your interests and involves a combination of management and construction consultancy.

The Construction (Design and Management) Regulations 2015 require us to ensure that you are aware of your duties under these Regulations. Where one is required, the Client should appoint the Principal Designer as early as possible in the design process, if practicable at the concept stage when they will be able to help prepare pre-construction information. The Client's key duties to the project are:

- To ensure that other duty holders are appointed, that is, designers (including a principal designer on projects involving more than one contractor), and contractors (including a principal contractor on projects involving more than one contractor).
- To ensure the roles, functions and responsibilities of the project team are clear.
- To ensure that people and organisations whom they appoint have the necessary skills, knowledge, experience and (if an organisation) the organisational capability to manage health and safety risks.
- To ensure sufficient time and resources are allocated.
- To ensure that effective mechanisms are in place for members of the project team to communicate and co-operate with each other and co-ordinate their activities.
- To ensure that relevant information is prepared and provided to other duty holders.
- To ensure the principal designer and principal contractor carry out their duties (this could be done by arranging project progress meetings or via written updates).
- To ensure that appropriate and adequate welfare facilities are provided.
- To maintain and review arrangements to ensure they remain relevant.

## **PROFESSIONAL FEES**

Our fee proposal for undertaking the necessary professional duties is as follows based on percentage fee values against an estimated budget of £200,000.00 (ex VAT). Our fee will be applied against the projected final account figure.

<b>SERVICE</b>	<b>PERCENTAGE FEE</b>	<b>ESTIMATED TOTAL</b>
<b>Architecture &amp; Interior Design</b>	Included	Included
<b>Town Planning</b>	Included	Included
<b>Principal Designer</b>	Included	Included
<b>Building Services Engineering</b>	Included	Included
<b>Project Management</b>	Included	Included
<b>Quantity Surveying</b>	Included	Included
<b>Building Surveying</b>	Included	Included
<b>Structural/Civil Engineering</b>	Excluded	Excluded
<b>TOTAL</b>	<b>11.5%</b>	<b>£23,000.00</b>

All of the above costs are inclusive of all reasonable expenses and disbursements but exclusive of VAT, which will be applied at the statutory rate.

At this stage with the full scope of structural and civil engineering works unknown we have not been able to obtain quotations for these services however once the full scope is confirmed we will obtain three quotations on your behalf from local Structural/Civil Engineers.

We would seek reimbursement of our fee in accordance with the following stages:

<b>Preparation of initial proposals and budget</b>	15%
<b>Preparation of Planning/Listed Building Consent</b>	20%
<b>Preparation of Building Control application</b>	10%
<b>Issue of Tender package</b>	20%
<b>Issue of Tender report</b>	5%
<b>Intervals through the construction phase</b>	27.5%
<b>Upon expiry of twelve months defects</b>	2.5%

We would apply our standard payment terms which require settlement of our invoices within 28 days of the date of the invoice, after which we reserve the right to charge interest at the statutory rate.

Should the Contractor fail to complete the works in accordance with the agreed Contract period we would seek to recover additional professional fees at a rate of £750.00 per a week until completion of the project however we would propose to include this cost within the weekly Liquidated Damages figure included in the Contract which would be deducted from the Contractors final account. In the event that the Client and Contractor agree a settlement of the Liquidated Damages the Client will still be liable for the additional professional fees. In the unlikely event that a dispute arises between the Client and the Contractor we have not allowed for any input required during the dispute resolution process (Mediation, Adjudication, Arbitration etc).

We have not allowed any third party surveys or reports within this proposal however we will procure quotations on your behalf and manage all specialists on your behalf. Other fees which we would envisage being required to be paid by you for this project are in respect of the statutory Planning application fees, Building Regulations application and inspection fee, Planning Condition discharge. At this stage we have assumed that a Part B (Fire Safety) compliant layout can be achieved by adopting standard detailing, however, until the designs are progressed to detailed design this cannot be confirmed and therefore, there may possibly be a need to engage with a Fire Engineer.

I trust that I have covered all matters however should you have any questions or require further clarification please let me know.

Yours sincerely

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**I confirm acceptance of this proposal and instruct you to proceed immediately with the necessary duties including the duties required to comply with the CDM Regulations 2015.**

**Signed:** .....

**Print Name:** .....

**Date:** .....

## Survey Limitation Clauses

### 1. General

This document sets out the extent and limitations of our intentions and should be read and understood by the party for whom the report is being prepared.

It is our intention to inspect all parts of the property that are reasonably accessible and to prepare a report describing the construction of the property, any defects found and remedial action considered necessary.

We will not be inspecting framing, woodwork or other parts of the structure that are covered, unexposed or inaccessible and will therefore be unable to report that any such part of the property is free from defect.

Where further specialist testing or investigation is agreed as necessary, clients are generally happy for us to obtain quotations from consultants with whom we are familiar and appoint them on the client's behalf, liaising between the client and the consultant on the findings of their inspection. However, this does not mean that we are acting as the client's agent in respect of liability for payment of fees to the consultant or any other matters related to the consultant's performance. The consultant will always confirm their fee and the limitations of their inspection directly with the client and will be directly employed by the client.

#### 1.1. Excluded Materials

Our inspection will be restricted to a visual inspection only. We shall not undertake testing to determine if the materials scheduled below are present. There are usually excluded from building specifications on the grounds of structural defects, health, safety or environmental hazards or inadequate durability.

We will not therefore be able to report that the building is free from risk in this respect. We will make recommendations within the main body of the report if we feel it likely any such tests are required. We will also arrange for any tests if agreed.

- a) High Alumina cement concrete used in structural elements.
- b) Woodwool slabs in permanent formwork to concrete or in structural elements.
- c) Calcium chloride in admixtures for use in reinforced concrete.
- d) Calcium silicate bricks, occasionally used in lieu of concrete or clay bricks often below dpc level.
- e) Mundic blocks or Mundic concrete, manufactured from quarry shale and common in the SW
- f) Natural aggregates for use in reinforced concrete which do not comply with British Standards BS882 and aggregates for use in concrete which do not comply with the provision of British Standard BS 8110.
- g) All forms of asbestos or materials containing asbestos.
- h) Silicate fibres, including asbestiform minerals and ceramic fibres with a diameter of three microns or less unless those fibres are so stabilised and sealed that airborne migration of such fibres are prevented.

- i) Lead or materials containing lead which may lead to:
  - Direct cutaneous absorption.
  - Lead in drinking water in excess of the limits specified in the Water Supply (Water Quality) Regulations 1989.
  - Lead in air concentrates in excess of the Health and Safety Executive limits published in Guidance Note EH40 under the Control of Substances Hazardous to Health Regulations 1988.
- j) Urea formaldehyde foam used as a thermal insulation material where free formaldehyde may be generated in concentrations in excess of the limits published by the Health and Safety Executive in Guidance Note EH40 under the Control of Substances Hazardous to Health Regulations 1988.
- k) PUR, PIR or EPS foam thermal insulation to composite cladding panels that is not stamped as approved by LPBC to comply with Loss Prevention Standard (LPS)1181, found to be a potential fire hazard by some insurance companies.
- l) Nickel sulphide inclusions in toughened glass and solar reflective glass.
- m) Polychlorinated Biphenyls used in electrical equipment hydraulic fluids, paints or any other applications.
- n) Fibrous vermiculate or materials containing fibrous vermiculate in which the fibres are not bound to prevent the migration of the fibres.
- o) Plastic materials used to contain and deliver drinking water, which have not been approved for that purpose by the Water Research Council and the British Standard Institution.
- p) Toxic Moulds ie the few species of moulds capable to produce mycotoxins known to initiate a toxic response in humans and/or pets.

## **2. Roof**

If there is no access for a close inspection of a roof covering we will report on those parts of the roof that can be seen from ground level using a 3 metre ladder or an accessible location.

Roof spaces will be inspected if there is direct or reasonable safe access using a 3 metre ladder and it is safe to enter the roof space.

Where ladders over 3 meter length or mechanical access equipment are required we will advise if justified and arrange such access after agreement with the Client of the additional costs involved.

## **3. Floors**

It is our intention to lift a selected sample of floorboards where possible to do so without damage, in order to inspect the general condition of the timber joists, but we shall not be raising fixed floor coverings or moving heavy or fitted fixtures unless you specifically require us to do so and you have obtained the permission of the vendor that these may be disturbed.

Where raised access floors, fitted floor coverings etc prevent inspection of floor structures we cannot confirm that such elements are free from defects, but we would make recommendations within the main report if we felt further investigations were justified.

#### **4. Elevations**

Inspection of the elevations facades will be from the ground with binoculars only. These will be carried out off cherry-pickers, scissor platforms or scaffold access, only by prior agreement with the client.

#### **5. Services**

It is our intention to report on the likely age and general condition of the mechanical and electrical services installations within the property from a visual inspection by a Building Surveyor only, unless instructions are agreed with you for services engineers and/or specialist contractors to be appointed to undertake more detailed surveys and/or testing. We would recommend such further specialist testing if found to be necessary during our visual inspection.

##### **5.1. Site Contamination and Flooding**

We will not carried out or commissioned formal enquiries or tests relating to potential soil or ground contamination of and /or flood risk to the site or neighbouring land. You should ensure that your solicitors have as much information as possible about the land and its previous uses. If these enquiries or our inspections reveal potential contamination then we will make recommendations for appropriate action, which may include site testing, a desktop study or obtaining a warranty from the vendor.

#### **6. Drains**

We will carry out a visual inspection of manholes, gullies etc., where safe, reasonable access is possible without the use of specialist lifting equipment. If problems are indicated or should you require a drain survey or tests to be undertaken, we will make the arrangements for this to be carried out subject to agreement.

#### **7. Boundaries**

It is our intention to report on the description and general condition of the boundaries. Your legal adviser should be in a position to advise you of the ownership and legally confirmed location of such boundaries.

#### **8. Decorations**

We shall make a general comment on the condition of the internal and external decorations and recommendations as to the desired frequency of decoration together with a note of any significant defects or suspect areas.

#### **9. Measurements of Rooms / Site Survey**

It is not our intention to measure rooms, unless specifically requested. However, should a detailed survey drawing be required of the site, property or part thereof, this can be prepared subject to agreement.

#### **10. Leasehold and Multi-Occupancy Properties**

Where the property is to be inspected is a leasehold and/or multi-occupancy property, we need to view the relevant clauses of the lease or other document setting out the prospective purchaser's responsibility towards the cost of repair and upkeep of the building as a whole, the extent of the work

this covers, and an indication of any works programmed for the future and the method of funding those works, if we are to comment on these matters in the report.

The inspection will be limited to the parts of the property as instructed and those reasonably accessible parts of the building as a whole for which the prospective purchaser will have a responsibility in common with others, together with all visible external areas.

We shall make a general visual inspection of lifts, security equipment, communal heating and hot water systems and other services and, as a result, advise if specialist tests and reports are required for specific items.

## **11. Safety**

If the Client is aware of any potential dangers that the surveyor may encounter at the property, including vacant premises, unguarded holes, unsafe or inoperative electrical systems, flooding, vermin infestation, structural instability, known asbestos or other contamination risks etc., they have a duty to advise us prior to inspection.

We will not be able to confirm whether any glass present has been properly heat soaked in order to prevent the spontaneous shattering phenomenon associated with some toughened and solar reflective glass. Where the installation of toughened glass is appropriate we will not be able to confirm the exact specification for the glass used and can only confirm the presence of a BS Kite mark as indicative of suitable safety glass.

We will not consider the effect of low frequency electromagnetic fields on the premises or its occupants.

## **12. Valuations**

We do not include advice on the value of the building either for sale or letting nor can we therefore advise on any diminution of the value due to any defects found. We can include general guidance only on the likely level of the costs of any repair works necessary.

Fire insurance valuations can be given if we are separately instructed to do so prior to undertaking the survey.

## **13. Costs**

Where costs are given in the report for works identified, these will be approximate budget costs only, based on our experience of the likely cost of such works when undertaken by a suitable main contractor. The costs will not be based on quotations obtained from contractors nor detailed measurement and calculation that would be required if more accurate costs were needed. Such more detailed cost estimating would be subject to further client instructions if required.

## **14. Photographs**

We would normally include suitably referenced photographs of the property and key defects noted in an appendix to the report to explain or clarify the text.

## **15. Legal Advice**

We always assume that the Client is receiving separate legal advice and that any comments we make regarding leases, boundaries etc., will be clarified with the Client's legal advisers.

## **16. Privacy of Contract**

The report will be confidential to you and for your sole benefit as the person for whom the report is being prepared. Whilst it may be shown to other professional advisers acting for you in connection with the property, the contents may not be disclosed to nor made use of by any third party without our express prior consent in writing, without which no responsibility to any such third party can be accepted.



## Definitions and Application

1. \_\_\_\_\_ is the trading name of \_\_\_\_\_, a limited liability partnership registered in England and Wales No. \_\_\_\_\_

A list of members' names is available at the above address.

2. "The Client" is the legal entity (person, organisation or company) requiring the Services to be performed and undertaking to pay the agreed Fees.

3. By commissioning \_\_\_\_\_ to carry out the commission, the Client agrees to accept and abide by all of these Terms and Conditions, unless specifically agreed otherwise by both parties.

4. "Services" to be performed by \_\_\_\_\_ are set out in the "Scope of Services" document and or the Form of Appointment document.

## Execution of the Service

5. We will use reasonable skill, diligence and care in our performance of the Services.

6. \_\_\_\_\_ undertakes to maintain Public Liability Insurance, Employers Liability Insurance, policy limitations are available on request. PI up to £5,000,000 for any one claim.

## Payment Terms

7. Unless otherwise stated payment terms are 28 days from invoice issue. \_\_\_\_\_ reserve the right to raise daily interests charges at 4% above Bank of England Base Rate, should payment not be made within the agreed terms. All rights are revoked and works would be suspended, should payment not be made by the payment date.

8. Should the client operate a Purchase Order system, a PO should be provided at instruction, take no liability for costs and delays should instruction and related PO not be provided.

9. Third Party Costs, should \_\_\_\_\_ make arrangement to pay any client costs directly a 15% handling charge shall be applied with payment terms of 14 days from invoice issue. \_\_\_\_\_ reserve the right to raise daily interests charges at 4% above Bank of England Base Rate, should payment not be made within the agreed terms

10. VAT is payable on all fees at the appropriate rate.

## Collateral Warranties

11. Unless specifically agreed otherwise, we have not allowed within the Fee nor agree to provide Collateral Warranties. The provision of such warranties will be subject to agreement of fair and reasonable wording of the warranty to current industry standards and payment of Additional Fees along with payment of all Fees due prior to \_\_\_\_\_ signing any such warranty.

## Net Contribution

12. Without prejudice to any other exclusion or limitation of liability, damages, loss, expenses or costs the liability of \_\_\_\_\_ for any claim or claims under these terms and conditions shall be further limited to such sum as it would be just and equitable to require from \_\_\_\_\_ having regard to the extent of \_\_\_\_\_ responsibility for such loss or losses and on the basis that the other consultants, contractors and suppliers appointed on the Project shall be deemed to have provided contractual undertakings on terms no less onerous than this Agreement in respect of the performance of their services in connection with the Project and shall be deemed to have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.

## Force Majeure

13. Neither party shall have any liability for any loss or damages arising from a delay or failure to provide the

Services caused by Force Majeure.

## Dispute Resolution

14. In the event that the Client has a complaint in respect of the Services then, without prejudice to any other remedy the Client shall have access to \_\_\_\_\_

Complaints Handling Procedure, written copies of which are available on request. If a dispute arises in connection with the Agreement, the Client and \_\_\_\_\_ shall attempt to reach a settlement to resolve the dispute directly in good faith.

15. If a settlement cannot be reached, either party may refer the matter to adjudication, to be conducted in accordance with the Scheme for Construction Contracts Regulations. The Adjudicator Nominating Body shall be the RICS, RIBA, CIBSE, ACE, APS or CI Arb as appropriate to the nature of the dispute.

## Pollution, Contamination, Toxic Mould and Asbestos

16. Unless agreed in writing \_\_\_\_\_ liability for any claim or claims which may arise out of or in connection with, pollution, contamination or toxic mould is excluded. If otherwise agreed in writing such agreement will only be accompanied by a Limitation of Liability to be agreed as appropriate at the time of appointment. \_\_\_\_\_ are neither equipped for nor experienced in identifying asbestos and such surveys should be carried out by specialists.

## Third Party Rights

17. Nothing in these Terms and Conditions or the Agreement shall confer or purport to confer on any Third Party any benefit or right to enforce any of the Terms & Conditions or the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

## Intellectual Property

18. \_\_\_\_\_ reserve all copyright and all intellectual property rights which may subsist with any service and reserve the right to take appropriate action to restrain or prevent infringement. Transfer may be made on agreement and subject to final settlement of all fees.

## Governing Law

19. The Client and \_\_\_\_\_ agree that the construction, validity and performance of the Agreement and these Terms and Conditions shall be governed by and construed under English Law and the parties hereby submit to the jurisdiction of the English Courts. Both parties shall ensure that they, their employees, agents and sub-contractors shall observe the requirements of the General Data Protection Regulations 2018, the UK Bribery Act 2010 in the provision and use of the subject matter of the Agreement. Bailey Partnership is an Equal Opportunities Employer and meet the requirements of the Equality Act 2010 and the Modern Slavery Act 2015.

## Termination

20. If either party is in breach of its obligations and fails to remedy such breach (if capable of remedy) within 14 days of receiving written notice to remedy the breach or the Agreement has been affected by Force Majeure for at least 60 days, then the Agreement may be terminated forthwith by the party not in default without prejudice to the accrued rights of the parties.

21. If either party shall become insolvent or bankrupt or having a receiving or administration order made against it or compound with its creditors or commence winding up (save for solvent amalgamation or reconstruction) the other party shall be at liberty by written notice to terminate the Agreement forthwith.

22. In the event of termination of this Agreement, the Client shall pay to the Consultant such payment as is due for the performance of the Services up to and including the day upon which notice of termination was given.

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Junior fiction

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Children's Area

Junior non fiction

Auto/biographies

Biographies

Graphic Novels

Young Adults

Science - Fiction

Large Print

Front on book Display

Large Print

360 book consul

Adult non fiction

Adult non fiction

Talking Books

Talking Books

Classics

Click & Collect

Classics

In a hurry  
Local Interest

Entrance

Welcome Desk

Buggy park

Crime

Crime

Q

Q

Q

Crime

Adult Fiction

1

2

Adult Fiction

Adult Fiction

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Adult Fiction

Adult non fiction

Adult non fiction

Adult non fiction

Adult non fiction

Reception

Reception

Bistro tables

Vending

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