

George Dyson
Town Clerk

☎ (01273) 585493
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

Councillors on this Sub-Committee:- Cllr Griffiths (Sub-Committee Chair), Cllr Seabrook (Chair of Council), Cllr Donovan, Cllr Veck, Cllr Cheta, Cllr Davies, Cllr Gallagher, Cllr Campbell.

9th February 2024

Dear Committee Member,

You are summoned to a meeting of the COMMUNITY HOUSE SUB-COMMITTEE to be held on THURSDAY 15TH FEBRUARY 2024 at 7:30pm in Community House.

A handwritten signature in black ink, appearing to read "G Dyson", with a long horizontal flourish extending to the right.

George Dyson, Town Clerk

AGENDA

CH051 CHAIR'S ANNOUNCEMENTS.

CH052 PUBLIC QUESTIONS - *There will be a 15-minute period whereby members of the public may ask questions on any relevant COMMUNITY HOUSE matters.*

CH053 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS.

CH054 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS.

CH055 TO ADOPT THE SUB-COMMITTEE'S MINUTES OF 18TH JANUARY 2024

CH056 TO REVIEW AND UPDATE THE SUB-COMMITTEE ACTION PLAN

CH057 TO RECEIVE A REPORT ON THE RECENT FIRE SAFETY SURVEY

CH058 TO REVIEW AND AGREE QUOTES FOR CARBON SURVEY

CH059 TO NOTE ANY UPDATES RELATING TO THE MERIDIAN CENTRE REDEVELOPMENT

CH060 DATE OF NEXT MEETING – THURSDAY 28TH MARCH 2024

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DRAFT Minutes of the meeting of the Community House Sub-Committee held in the Charles Neville room, Community House on Thursday 18th January 2024 at 7.30pm

Present: Cllr Paul Davies (Vice Chair), Cllr Ian Alexander, Cllr Mary Campbell, Cllr David Seabrook, Cllr Donovan. Cllr Veck.

Officers: Zoe Malone (RFO), Victoria Onis (Committees and Assistant Projects Officer)

1. CH041 CHAIR'S ANNOUNCEMENTS

In the absence of the Chair, the Vice Chair, Cllr Davies, took the chair.

2. CH042 PUBLIC QUESTIONS

There were no public questions.

3. CH043 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

Apologies received and accepted from Cllr Griffiths and Cllr Gallagher.

It was resolved that Cllr Alexander would substitute for Cllr Gallagher. Cllr Cheta was not present.

4. CH044 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

There were no declarations of interest.

5. CH045 TO ADOPT THE MINUTES FROM THE 20TH NOVEMBER 2023

Proposed by: Cllr Seabrook **Seconded:** Cllr Alexander

The minutes were **approved** and signed as accurate.

6. CH046 TO REVIEW AND UPDATE THE SUB COMMITTEE ACTION PLAN

Cllr Alexander noted that there had been no meetings with Morrisons since 20th November.

1 Morrisons Survey – Cllr Seabrook stated that this item can be updated as completed

2 Quotes for Main Hall heating – The specification was agreed at Full Council, that tender will go out on Monday 22nd January, we are giving 6 weeks for that, with a closing date of the 4th March, which ties in with the Policy and Finance and Full Council Committee. The heating units will be discussed at Policy and Finance on 30th January; the decision will be made on how the units will be funded, with the recommendation that they are paid for from the Solar Panel Rebate and a there will need to be a discussion on how the remaining amount will be funded.

Cllr Alexander touched on the asbestos survey; good results but need to be aware that the survey we had was a management survey which is looking at how it is now. If Morrisons decide to start works on

Community House they need to be aware of this and obtain the next level up from a management survey before works commence. The RFO reported that signage regarding the current asbestos which is in the damp proof course, have been put up around the building.

Cllr Campbell noted paragraph 4.2 which says that ducts flues, voids and any similarly enclosed areas for which access necessitated the use of specialist equipment/ use of tools, were not inspected. Cllr Campbell noted that that they have done limited visual where possible, but we need to highlight for future reference that paragraph 4.2 areas were omitted, it could be assumed that these areas were included when they weren't.

3 Climate Change Survey – The RFO reported that two quotes were received yesterday. One is for £3,570 and the other for £3,858. The higher quote cannot get to us until March. As we only received these quotes yesterday, the surveys will be circulated by the Town Clerk for review and agreement at Policy & Finance to enable us to push this survey along.

6 Fire Survey report –The RFO reported that the fire safety checks took place on the premises on the 16th/17th and today were working on the compartmentations part of the survey; the report will be received in due course.

Cllr Alexander volunteered to review the report once received. The Committee agreed that Cllr Alexander's experience will be invaluable.

The Finance Officer noted that our legal rep and consultant from ME are liaising to get movement but no updates as yet.

7. CH047 TO RECEIVE AN UPDATE ON COMMUNITY HOUSE SURVEYS

This item was discussed at item CH046

8. CH048 TO RECEIVE A REPORT ON WORKS CARRIED OUT DURING THE JANUARY 2024 CLOSURE

The RFO gave an update on the work carried out in the 2 weeks closure. The RFO informed the Committee that Community House is closed to hirers for the first 2 weeks of the year and this is so that staff can carry out maintenance, clear out unnecessary paperwork and get everything in order.

- The meeting rooms and corridors have had a paint but not the foyer due to the future work that will happen in that area of the building.
- Blockbusters have been on the premises, which was previously agreed, to get the pipes sorted, they were in for a few days. Asbestos survey done and fire surveys completed just awaiting report.
- Cllr Seabrook queried the tourist information missing from the Foyer as we have a responsibility to have that information available. Cllr Veck confirmed that the leaflets have moved into the reception to make room for the work to be carried out.
- Cllr Alexander & Cllr Donovan praised the Caretakers and Grounds team for their hard work and excellent job in painting Community House.

9. CH049 TO NOTE ANY UPDATES RELATING TO THE MERIDIAN CENTRE REVELOPMENT

The RFO noted that there are no new updates for the Meridian Development. Details are being dealt with through the Solicitor and Consultant.

The below items were discussed and noted.

- 1) Cllr Campbell noted that we have now received official notice that the library will remain open through the redevelopment, at least for a year and a half.
- 2) Cllr Donovan noted that we have not received any confirmation from Morrisons about a bus service from Peacehaven to the Morrisons in Seaford.

- 3) Cllr Veck queried the locking of the co op doors. The RFO reported that this has been raised though our consultant as it was brought to PTC's attention that the security were locking the doors to the centre on the 20th January, but, apparently, they are not and no date has yet been confirmed. It is not known who will be responsible for the locking and unlocking of the external doors for access to the Library once the security are no longer there.
- 4) The RFO will find out if the Community House insurance will be affected if the doors to the Meridian Centre are left unlocked.
- 5) Concerns with vandalism and security if the Co-op doors are left unlocked.
- 6) Concerns that the lights in the south service car park are now off, which leaves the car park in complete darkness, which raises concerns for staff and hirers leaving Community House late at night. Cllr Campbell felt that we should alert the Police to the lack of security at the Meridian Centre.
- 7) It was noted that for any new bookings that are being taken; the hirers have been written to and verbally advised by the Bookings and Information Officer, that from the 1st March we will only be honouring bookings on a month on month basis.
- 8) Cllr Donovan advised that she has made arrangements for the Meridian Centre site to be recorded with a drone before works commence.
- 9) It was requested that The Town Clerk make contact with Morrisons to make them aware of the lack of light in the south service car park and the locking/unlocking of the Meridian Centre door as the Library will also need access, but it shouldn't be left open at night or weekend.

10. CH050 DATE OF NEXT MEETING

The next meeting was confirmed as the 15th February 2024



Peacehaven Town Council

Community House Sub-Committee Action Plan

	Item	Responsible Person	Updates
1	Morrisons Survey – Community House Condition report.	Town Clerk	Completed
2	Quotes for the Main Hall heating	Town Clerk	Tender is on contract finder and end date for applications is 4 th March.
3	Climate change survey to be commissioned, in due course.	Committee Members	Two quotes obtained. To be agreed on 15/02/24
4	Mr Duncan Baker-Brown or Building Green to attend the next meeting.	Committee Chair	Completed
5	To action recommended asbestos report on Community House following condition report	RFO	Completed.



Peacehaven Town Council

6	To action recommended fire survey report on Community House following condition report	RFO	Report received. Need to create a TFG to discuss action points and next steps
7	10 Year costed plan for community house. To consult with community groups and residents creating plans through a series of workshops.	Committee Members / RFO	

Agenda Item: CH057

Committee: Community House Sub-Committee

Date: 15 February 2024

Title: Fire Survey results

Report Authors: Responsible Financial Officer

Purpose of Report: To agree to form a TFG following the fire survey results.

Introduction

Following a condition report on Community House it was identified that a fire survey was required and was put into the priority works. This survey was completed on 15th January and the report has now been received.

Analysis

Due to the nature of the findings and the need to react to some of the recommendations on the report I propose we form a TFG to go over the report thoroughly and itemise what needs doing and when.

Recommendations

To agree to form a TFG to go through the recommendations

To agree that funding for any works should be taken from the Community House Reserve set aside from next financial year.

Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u> <ul style="list-style-type: none">• Use of capital?• Replacement of asset?• Reduced expenditure?• Increased income?• Budget provision?	Use of the earmarked reserve for Community House.
<u>Legal</u> <ul style="list-style-type: none">• UK Law?• Council Powers/Duties?• Lease/landlord responsibilities?	Fire Safety Act 2021 Regulatory Reform (Fire Safety) Order 2005
<u>Health & Safety</u> <ul style="list-style-type: none">• Accessibility?• Equalities?	
<u>Planning</u> <ul style="list-style-type: none">• LDC permission?• Planning Law?• Highways?	
<u>Environmental and sustainability</u> <ul style="list-style-type: none">• AONB/SSSI/SDNPA?• Green spaces?• Walking/cycling?	
<u>Crime and disorder</u> <ul style="list-style-type: none">• ASB?• Public safety?	

<ul style="list-style-type: none"> • Road safety? 	
<u>Social value</u> <ul style="list-style-type: none"> • Charities/voluntary orgs? • Support for those in need? • Area improvements? • Community benefits? 	
<u>Climate</u> <ul style="list-style-type: none"> • Carbon footprint? • Materials? • Recycling? 	

Appendices/Background papers

Three quotes?

Location map?

Location pictures?

Supporting doc's?

Agenda Item: CH058**Committee: Community House Sub-Committee****Date: 15 February 2024****Title: Carbon Survey quotations****Report Authors: Responsible Financial Officer****Purpose of Report: To approve who to award the carbon survey to**

Introduction

The Community House Sub-Committee has agreed that a carbon survey should be done on Community House and the Town Clerk has sourced quotations for this.

Analysis

See attached two quotes – both

Recommendations

The survey will be financed through our earmarked reserve as previously agreed. I recommend committee agree to their preferred quotation and the Town Clerk can book the survey in.

Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u> <ul style="list-style-type: none">• Use of capital?• Replacement of asset?• Reduced expenditure?• Increased income?• Budget provision?	Earmarked reserves will cover this.
<u>Legal</u> <ul style="list-style-type: none">• UK Law?• Council Powers/Duties?• Lease/landlord responsibilities?	
<u>Health & Safety</u> <ul style="list-style-type: none">• Accessibility?• Equalities?	
<u>Planning</u> <ul style="list-style-type: none">• LDC permission?• Planning Law?• Highways?	
<u>Environmental and sustainability</u> <ul style="list-style-type: none">• AONB/SSSI/SDNPA?• Green spaces?• Walking/cycling?	Will help identify opportunities to save energy with practical advice / recommendations
<u>Crime and disorder</u> <ul style="list-style-type: none">• ASB?• Public safety?• Road safety?	
<u>Social value</u> <ul style="list-style-type: none">• Charities/voluntary orgs?• Support for those in need?	

<ul style="list-style-type: none"> • Area improvements? • Community benefits? 	
<u>Climate</u> <ul style="list-style-type: none"> • Carbon footprint? • Materials? • Recycling? 	

Appendices/Background papers

Three quotes?

Location map?

Location pictures?

Supporting doc's?



Clean Energy for People Not for Profit

George Dyson (Town Clerk)
Peacehaven Town Council,
Community House,
The Meridian Centre,
Peacehaven,
BN10 8BB

24/11/2023

Letter of Engagement

Dear George,

Thank you for your interest in working with BHESCo to conduct an energy audit of the Community House, owned by Peacehaven Town Council. This letter outlines the services BHESCo can provide to ensure that you have a plan to lower carbon emissions from your premises, accommodating the energy demands of the building, providing a comfortable environment for employees and visitors while creating a long term, affordable and cost-effective energy provision.

About us

BHESCo is a not-for-profit social enterprise that enables communities to take control of their energy supply by installing renewable energy generation and energy efficiency systems. We have delivered 57 successful projects in Sussex and our reach is growing. We are an active member of Community Energy England, working with other community energy organisations throughout the country to ensure that our projects are best practice in the energy industry.

Customer requirements

We understand that you are interested in improving the energy efficiency and reducing the carbon emissions from the building as part of the council's Net Zero strategy. You would like us to identify ways to meet these goals, using the



most technologically advanced materials which also help reduce the operating costs of the building. Although the main hall already has some solar panels, you would also like to understand how the solar potential of the building can be increased.

Nature of service

We will prioritise your requirements in detail, with consideration of your plans for the site, the anticipated energy use and the economics of operating the building. We will use our own expertise and draw on knowledge from our trusted network of external suppliers to devise the best solutions for your site.

We will present our findings to you in a short report. We are transparent in our operation, giving you insight into the cost of the project, the expected energy consumption, generation and operating costs.

Summary of project scope

You have requested that we address several aspects of the building for energy efficiency and lowering overall emissions. To do this, we would visit the site to take measurements of the room dimensions, including the walls, floor, ceilings and windows as required to prepare our heat loss calculation to quantify the heat load requirements. We would also need to view the heating systems (gas boilers) and controls to analyse its current performance. We would also specify the capacity of an alternative electric heating system, plus give an indicative CAPEX and annual operating cost.

We would make recommendations on how to improve the building's ability to retain heat to prepare it for the cost-effective operation of a heat pump. We will compare these to the costs of installation and operation of the building without the systems so you can judge the relative merits of the technologies.

We would inspect the roofs to determine the best way forward concerning a solar PV system. We would also specify the electricity generation capacity of the solar PV system and give an indicative CAPEX cost and value of the annual solar electricity generation.

We would calculate the current carbon emissions from the building, the incremental reductions that each recommended measure would deliver in a step-by-step approach to carbon emission reductions.

NB: Greenwich House and the associated foyer are outside of the scope of this energy assessment. The assessment only includes other areas of Community House – total floor area of 1,000m².

Feasibility study

- Conduct a site visit to calculate the building's heat load to estimate heat requirements and any improvements that would be required to the existing heat delivery system,
- Recommend value for money insulation measures that would be most appropriate to the building,
- Propose an efficient, relevant heating system that will provide value for money,
- Propose a Solar PV system of suitable capacity for the electrical loads and the roof at the site,
- Estimate capital costs of installing the insulation, heating generation and delivery system and solar PV systems,
- Propose funding options and tax breaks available that would support carbon reducing technologies such as those we are proposing,



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- Compare operating costs for the building with and without the renewable systems, including the estimated reduction of operating costs from generating electricity onsite with additional solar PV panels.
- Propose a step plan for carbon emission reduction in the building.

Once we have reviewed the initial phase with you if you wish to proceed with these technologies, we can then follow on with developing a concrete solution for you. This would include assistance with obtaining quotations from suitable installers, putting together a finance package, including helping you apply for grants from organisations which support these types of low carbon technologies and project managing the installation, depending on your needs concerning how we can best support you to achieve your aspirations for the site.

Our Fee

Our fee for the above feasibility study would be £3,570, excluding VAT.

Solar PV design and specification	£383
Heat load, heat emitter analysis and heating system specification	£1,360
Insulation and heat losses assessment	£893
Report preparation	£935
Total quote	£3,570

We would offer to help fund all or part of the renewable systems through **BHESCo's Pay-As-You-Save (PAYS)** model. This model means that the system is funded by our members in its entirety and installed for **no upfront cost**. This includes project management and maintenance costs.



Under the PAYS model, you repay the cost of the measures installed over a number of years, effectively paying for the energy provided by the equipment before taking full ownership at the end of the agreement period. We would set the finance terms with you, so that you are happy with our agreement.

The cost of preparing our finance offer would be £250.

Any additional requests, outside the scope of this engagement letter, are chargeable at £85 per hour or £680 per day. We will agree any additional work with you before we go ahead. Alternatively, if we don't spend the time we have estimated, we will not bill you for more hours than we have worked.

Customer service

We are committed to providing a high standard of customer service. If you have any ideas as to how our service to you could be improved, please let us know.

What do we need from you?

- If available;
 - A floorplan with a scale bar would reduce on-site survey time.
 - Recent condition survey of the building (or applicable excerpts).
- Timely review of documents and communication
- Your sign off on this letter below



Clean Energy for People Not for Profit

Agreement of terms

If you would like to benefit from our service, please confirm your agreement to the terms set out in this letter by signing and returning this letter of engagement.

Yours sincerely,

Kayla Ente

Chief Executive/Founder
Brighton & Hove Energy Services Co-operative Ltd

I confirm that I have read and understood the contents of this letter and agree that it accurately reflects the services that I have instructed you to provide.

To be signed by George Dyson

Signed:

Dated:



Hamson Barron Smith



HBS

Peacehaven Town Council

Fee Proposal

Community House, Peacehaven – Decarbonisation Appraisal

Hamson Barron Smith Limited

18th January 2024

Fee Ref: 2023.24.F235

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Section 1. Introduction

Hamson Barron Smith are pleased to provide the following fee proposal for a decarbonisation appraisal of Community House, Peacehaven, BN10 8BB.

In doing so we include the following:

- An overview of Hamson Barron Smith
- Our fee proposal for our professional consultancy services
- Sample case studies and/or project summaries presenting examples of previous projects delivered in the public sector to demonstrate our depth of experience.

Overview of Hamson Barron Smith

Hamson Barron Smith (HBS) is a construction consultancy operating from three key strategic geographic hubs in London, Haywards Heath and Norwich. HBS is part of the Norse Group, which provides highly stable ownership and allows us to access additional resources and specialisms across the country. As with all parts of the Norse Group, HBS is founded on the principles of quality, innovation, respect and trust, which we endeavour to ensure runs through the heart of everything we do.

We provide the core services of Project Management, Building and Quantity Surveying, Architecture; Building Services and Structural Engineering design. Other services including Civil Engineering, Geo-technical Engineering and Landscape Architecture can be provided or procured, as required, on our clients' behalf.

Our commercial and public sector clients come to us because they require an innovative approach from people they can trust, who take time to understand their clients' aims and who then deliver an affordable and timely solution of the right quality.

We seek to gain an understanding of our client's situation, whether business or individual, and offer a tailored service to meet our clients' project aspirations and needs.

As an inter-disciplinary consultancy, Hamson Barron Smith's professional teams collaborate to provide a wide range of skills and experience who bring their passion, interest, unique skills and experience to each project.

Section 2. Fee Proposal

1.00 Professional fee

Our professional fee for the provision of the services required is as follows:

TOTAL **£3,858.00 + VAT**

- a. Invoiced monthly on percentage of work completed.

2.00 Project proposal

2.01 Brief

The project brief and scope of service is as described in the e-mail reply from Mr Ryan Skinner to Mr George Dyson on November 23rd 2023.

- 2.02 The project brief requires professional services in order to provide a decarbonisation appraisal of Community House, Peacehaven, BN10 8BB.

2.03 Key deliverables

For this project we will provide the following key deliverables:

- A holistic building appraisal in accordance with Salix guidance for Heat Decarbonisation Plans and potential PSDS grant funding – to evaluate opportunities for energy and carbon savings.
- The measures considered shall range from fabric improvements, energy efficiency and new low carbon / renewable technologies.
- Detailed surveys undertaken, building fabric measurements and detailed calculations for energy and carbon reductions.
- Decarbonisation report produced identifying proposed measures put forward, with corresponding estimated project costs and associated carbon savings.

2.09 Programme

Due to current workload, we would not be able to start the survey work until early March 2024.

A Hamson Barron Smith Limited (“the Consultant”)

Address	Hayworthe House, Market Place, Haywards Heath West Sussex RH16 1DB	
Director in Charge	Ryan Skinner CEng, BEng(hons) MCIBSE, Low Carbon Consultant	T. 01444 449400 M. 07740 365047
Project Lead	Neil Ward CEng, BEng(hons) MCIBSE	T. 01444 449400

B Employer (“the Employer”)

Employer Name	Peacehaven Town Council	
Employer Address	Community House The Meridian Centre Peacehaven BN10 8BB	
Employer Contact	George Dyson	T. M. 07749 491877 E. townclerk@peacehaventowncouncil.gov.uk

C Project Details

Project Title	Community House, Decarbonisation Appraisal
Project Sites	Community House, Peacehaven

D Insurance (the Consultant maintains the following insurances)

Professional Indemnity	£ 5,000,000.00	(each and every claim)
Public Liability	£ 50,000,000.00	
Employers’ Liability	£ 50,000,000.00	

The maximum aggregate liability of the Consultant under or in connection with this agreement is £100,000 or ten times the fee, whichever is the lesser.

E Assumptions and Exclusions

1. All quoted fees exclude VAT, which is additionally payable at the current rate.
2. Unless otherwise expressly stated all quoted fees are subject to the Conditions of Contract.
3. Unless otherwise stated the quoted fee is inclusive of reasonable disbursements (e.g. printing travelling, postage) but specifically excludes statutory (e.g. local authority application fees, statutory undertaker fees, etc.) and third party costs.
4. Unless otherwise stated, interim invoicing will be monthly and based on the proportion of the Services undertaken to date.
5. Unless otherwise stated where the quoted professional fee is expressed as a percentage of the construction value this will be calculated on the higher of the Contract Sum or the Final Statement of all related construction works. Interim invoices will be based on the latest best construction cost estimate at each interim stage.
6. Should the construction contract values noted in this fee proposal document ultimately increase by 10%+ we reserve the right to revise the quoted fee proportionately.
7. Should the agreed construction programme ultimately increase by 10%+ and as a direct consequence additional extent of services arise we reserve the right to revise the quoted fee proportionately.
8. Unless otherwise stated the Consultant does not commit to deliver the project within a Building Information Modelling (BIM) environment, although we do have this facility and skillset should it be required, subject to a fee variation.
9. Works to specialist equipment are excluded, although we have allowed to liaise with equipment suppliers to identify service connection requirements where equipment is specified by the client.
10. Testing and validation of existing services is excluded.
11. All intrusive surveys are excluded.
12. Initial measured surveys are excluded, it is assumed electronic drawings will be made available by the client showing existing layout, we have allowed only for checking and for minor amendments.
13. Specialist third party costs for commissioning and re-commissioning plant and equipment are excluded.
14. For any additional services outside of the scope of the original commission, including Employer variations requiring design changes, an additional fee shall be agreed or in the absence of such, the Consultant shall be entitled to be paid an additional fee, which shall be charged on an hourly rate based on the rates (exclusive of VAT and disbursements) in the table below.

Time Charge Rates	Hourly Rate (£/hr)
Director	110.00
Associate Director	95.00
Senior Professional	90.00
Professional	75.00
Senior Technician	60.00
Technician	45.00

Section 3. Summary of Additional Experience

We have undertaken over 150 decarbonisation appraisals in the last 18 months for several local authority clients. Below is a short summaries of recently completed projects:

Client	Project	Description
West Sussex County Council	Heat Decarbonisation Plan – Batch 1	<p>Following WSCC's bid for funding under the Low Carbon Skills Fund, we were appointed to undertake individual decarbonisation appraisals for 50 corporate sites across their estate (libraries, fire stations, adult day centres etc). The appraisals then fed into an overarching Heat Decarbonisation Plan (report).</p> <p>The commission was completed over Nov 2021 to March 2022.</p> <p>The reports were successfully used by WSCC to secure PSDS Phase 3b grant funding.</p>
West Sussex County Council	Heat Decarbonisation Appraisals – Batch 2	<p>Similar to the above, WSCC internally funded a batch of decarbonisation appraisals for 24 large schools/ colleges.</p> <p>These reports were completed in late 2023.</p>
West Sussex County Council	Heat Decarbonisation Plan – Batch 3	<p>Following WSCC's bid for funding under the Low Carbon Skills Fund, we were appointed to undertake individual decarbonisation appraisals for 40 schools. The appraisals then fed into an overarching Heat Decarbonisation Plan (report).</p> <p>These reports were completed in March 2023.</p>
West Sussex County Council	Heat Decarbonisation Plans Implementation Programme – Phase 1a	<p>WSCC used the Batch 1 reports to obtain PSDS funding to implement the decarbonisation proposals for 14 sites considered in Batch 1. We (HBS) have completed the design now for these sites – including various heat pumps, PV panels, solar thermal and fabric improvements – all to be completed on site by 31st March 2024 – in accordance with the Salix grant funding requirements.</p>
West Sussex County Council	Individual Projects	<p>We have produced similar decarbonisation appraisals for a few individual projects (mostly school expansions) for WSCC, to support their sustainability objectives.</p>
Runnymede Council	Individual Projects	<p>We have produced individual decarbonisation appraisal reports for 4 no. Independent Retirement Living homes – to support their objectives of carbon reductions. These are being considered alongside some planned refurbishments in 2023/24.</p>
Canterbury City Council	3 no. Leisure Centres – PSDS Applications	<p>We provided detailed calculations and supporting project descriptions to assist Canterbury with applications for decarbonisation project funding (PSDS) on 3 leisure centre projects.</p>
Canterbury City Council	Kingsmead Leisure Centre – PSDS Implementation Works	<p>Following the successful application for PSDS Funding (Phase 3b), we have completed the design works associated with implementing various decarbonisation measures at this large leisure centre – which will be completed by 31st March 2024.</p>

Section 4. Appointment Terms and Conditions

1.0 Definitions

1.1 "the Appointment" means the confirmation of engagement or other agreement entered into between the Employer and the Consultant for the performance of the services upon these standard terms.

1.2 "the Consultant" means Hamson Barron Smith Limited, registered number 2504525.

1.3 "the documents" means any records, reports, documents, designs, drawings, papers and other materials prepared by the Consultant in connection with the services.

1.4 "fees" means the fees and disbursements to be charged by the Consultant to the Employer pursuant to the Appointment in connection with the provision of the services.

1.5 "the Employer" means the person, firm or company who instructs the Consultant to undertake the services.

1.6 "the Services" means the services to be provided by the Consultant for the Employer as defined in the appointment and any subsequent variation thereof agreed in writing.

2.0 Form of Appointment and duties

2.1 Unless superseded by the terms of a framework agreement, or other pre-arranged appointment conditions, it is assumed that the appointment of the Services shall be in the form of the RICS Short Form of Consultant's Agreement or RIBA Standard Form of Appointment using the RIBA Plan of Works 2012. These conditions of contract take precedence over the fee proposal and any other appointment conditions.

2.2 The Consultant shall exercise reasonable skill and care in providing the Services.

2.3 The Consultant and the Employer both acknowledge that in respect of all services performed for the Employer prior to the date of the appointment such services shall have been deemed to have been performed pursuant to these standard terms and with the same degree of skill and care.

3.0 Modifications

3.1 Where any modification to the Services is proposed by the Employer it shall first be agreed with the Consultant in writing including any adjustment to the fee and the timetable.

3.2 Where the Consultant is involved in the provision of additional services and/or expense it shall be entitled to additional fees calculated on a time basis.

4.0 Invoices

4.1 Invoices shall be submitted every calendar month on a lump sum or time charge basis at the current scale rates together with any reimbursable costs and expenses associated with the provision of the Services (for example, and if appropriate, travel, subsistence, accommodation, copying, printing or other properly incurred expenses). Invoices shall also include charges for sub-contracted services where applicable.

4.2 Payment is due on the invoice date and the Employer shall not be entitled to defer or withhold payment on the grounds of any claim or counterclaim.

4.3 All rights of set off which the Employer may otherwise exercise or purport to exercise are hereby expressly excluded.

4.4 Where invoices are not paid within 28 days of the due date the Consultant shall be entitled to charge interest on the outstanding amount of 4% above the base rate of Barclays Bank Plc, accruing daily until the date of payment and to suspend performance of the services provided that no such suspension may take place unless the Consultant shall have given written notice requiring payment on an overdue sum within 7 days and the Employer shall have failed to comply with the notice.

4.5 The Employer shall in addition to the fee pay to the Consultant Value Added Tax on goods and services supplied by the Consultant to the Employer at the current rate.

5.0 Termination

5.1 Upon the happening of one or more of the following events, namely if the Consultant without reasonable cause fails to proceed regularly and diligently with the Services; without reasonable cause suspends the execution of the Services; and/or shall otherwise be in breach of the terms of the appointment; then the Employer may in addition to any other power enabling it to terminate the appointment serve notice in writing on the Consultant specifying the event and requiring its remedy and if the Consultant fails to remedy the same within 14 days of service of such notice or at any time after the service of such notice commits any further substantially similar breach the Employer may by further notice in writing forthwith terminate the appointment provided that such notice shall not be given unreasonably or vexatiously.

5.2 Upon the happening of one or more of the following events, namely if the Employer fails to pay to the Consultant any amount properly due and payable; and/or is otherwise in breach of its obligations then the Consultant may in addition to any other right enabling it

to terminate the appointment serve notice in writing on the Employer specifying the event and requiring its remedy and if the Employer fails to remedy the same within 14 days of service of such notice the Consultant may by further notice in writing forthwith terminate the appointment provided that such notice shall not be given unreasonably or vexatiously.

5.3 The Consultant may terminate the appointment at any time by giving not less than [four] weeks' notice to the Employer in writing.

5.4 Either party may terminate the appointment by notice in writing to the other forthwith if the other ceases for any reason to carry on its business or is unable to pay its debts or if any distress or execution shall be levied upon such other party's property or assets or if such other party shall make or offer to make any arrangement or composition with its creditors or commits any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against it or (if it is a limited company) any resolution or petition to wind up such company's business (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) shall be passed or presented or if a receiver or administrator of such company's undertaking property or assets or any part of them shall be appointed (or an application is made to appoint the same).

5.5 Upon the termination of the appointment (howsoever caused) the Employer will pay to the Consultant;

5.5.1 such reasonable and proper costs commensurate with the services which the Consultant has performed (or which the Consultant has reasonably incurred in connection with the services) up to the date of termination; and

5.5.2 (save where the appointment is terminated pursuant to clause 5.3 or as a result of the Consultant's breach of this appointment) all reasonable costs, disbursements and expenses (including, without limitation, any loss of profit) properly and necessarily incurred or suffered by the Consultant as a direct result of such termination.

6.0 Delay

6.1 The Consultant shall use reasonable endeavours to carry out and perform the Services by the dates reasonably required by the Employer and agreed with the Consultant but time shall not be of the essence.

6.2 The Consultant shall give reasonable notice in writing to the Employer of any circumstances that make it impracticable for the Consultant to carry out any of the Services in accordance with any previously agreed timetable. Where such notice is given the Consultant

will not be liable for any losses suffered by the Employer however occasioned arising out of delays in the performance of the Services.

7.0 Professional indemnity insurance

7.1 The Consultant currently holds professional indemnity insurance cover with a maximum limit of £5 million for each and every claim arising out of any circumstance.

7.2. The Consultant shall use reasonable endeavours to maintain such insurance for a period of not less than 6 years from the date of the completion of the performance of the Services provided that such insurance is available to the Consultant at commercially reasonable rates.

8.0 Limitation on liability

8.1 Except in the case of death or personal injury caused by the Consultant's negligence, the liability of the Consultant for any actions claims demands losses costs and expenses howsoever arising out of any breach of the terms of the appointment shall be limited to a sum not exceeding ten times the total fee paid for the services, or £1 million, whichever is the lesser, irrespective of the number of incidents or causes of action giving rise to a claim or claims.

8.2 No action or proceedings for any breach by the Consultant of the terms of the appointment shall be commenced by the Employer against the Consultant after the expiry of 6 years from the date of completion or earlier determination of the appointment.

8.3 Without prejudice to clause 8.1 above the liability of the Consultant for any actions claims demands losses costs and expenses arising out of a breach of the appointment shall be limited to such sum as the Consultant ought reasonably to pay having regard to its responsibility for the same on the basis that all other consultants specialists and contractors shall where appointed be deemed to have provided to the Employer contractual undertakings in respect of their services and shall be deemed to have paid to the Employer such contribution as may be appropriate having regard to the extent of their responsibility for such losses as aforesaid.

8.4 Without prejudice to the above, the Consultant shall have no liability to the Employer for any loss, damage, costs or expenses of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business, contracts or goodwill.

8.5 Unless otherwise agreed the Services are performed exclusively for the Employer. No liability will be assumed for any interest or reliance by any party other than the Employer in or on the Services. For the purposes of the Contracts (Rights of Third Parties) Act 1999 the

appointment is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

9.0 Intellectual property rights

9.1 Copyright in the documents shall remain vested in the Consultant but the Employer shall (subject to the Consultant having received payment of any fees properly due and owing at the date of the exercise of the licence) have an irrevocable transferable licence for the whole period for which copyright is to subsist without payment of any further fee to use the documents for the purposes for which they were provided.

9.2 The name of the Consultant shall not be used for advertising or other promotional purposes by the Employer without the prior written consent of the Consultant.

9.3 The Consultant shall not be liable for any use of the documents for any purpose other than that for which they were prepared and/or provided.

10.0 Assignment

10.1 The Employer shall not assign the whole or any part of the benefit of or in any way transfer the obligation of the appointment without the prior consent in writing of the Consultant. The Consultant shall be free to assign the whole or any part of the benefit of the appointment to any person and may subcontract any or all of its obligations under the appointment (but will remain responsible to the Employer for the acts and omissions of its subcontractor).

11.0 Entire agreement

11.1 These standard terms and the appointment contain the whole agreement between the parties in respect of the services and supersede and replace any prior written or oral agreements, representations or understandings between them relating to the services. This appointment does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this appointment.

12.0 Illegality

12.1 If any provision or term of these standard terms or the appointment is prohibited by law or judged by a court to be unlawful, void or unenforceable, that provision or term shall, to the extent required, be severed from these standard terms or the appointment and rendered ineffective as far as possible without modifying the remaining provisions of these standard terms or the appointment, and shall not in any way affect any other circumstances of or validity or enforcement of these standard terms or the appointment.

13.0 Notices

13.1 Any notices served under or in connection with the appointment shall be in writing and be properly served if sent by recorded delivery or registered post to the address of the party receiving it as notified from time to time by either party to the other.

14.0 CDM and safety at work

14.1 The Employer shall observe and perform all its obligations under the Construction (Design and Management) Regulations 2015 or any amendment thereof for the duration of the appointment.

14.2 The Employer shall make a full disclosure to the Consultant of all information it possesses which is or may reasonably be considered relevant in connection with the carrying out and performance of the Services.

14.3 The Employer shall provide to the Consultant all information relating to any site conditions which may be considered prejudicial to safe working practices including information concerning underground installations, pipe work, cables, drains or other service media and without prejudice to the foregoing the Employer shall provide conditions of work on site which enable the Consultant its employees and subcontractors to carry out the Services without injury to any person or loss or damage to property.

15.0 Confidentiality

15.1 Each party shall keep confidential all information of the other party, whether designated as confidential or not, obtained under or in connection with this agreement and shall not divulge the same to any third party without the written consent of the other party unless required to do so under the Freedom of Information Act or other legislation.

15.2 The parties shall divulge confidential information only to those employees and subcontractors who are directly involved in the Services and shall ensure that such employees and subcontractors are aware of and comply with these obligations as to confidentiality.

15.3 The Consultant may refer to this agreement or to the fact that the Employer is a client in its marketing and promotional material without the need for prior consent.

16.0 Governing law

16.1 The validity construction and performance of these standard terms and the appointment shall be governed by English law.



Annex A Confirmation of Engagement (to be completed by Employer)

In order to appoint Hamson Barron Smith, please complete the relevant sections below and return a signed, scanned copy to hello@hamsonbarronsmith.com or your local Hamson Barron Smith contact.

Should you have any queries relating to this fee proposal please do not hesitate to contact us.

Client:

Site contact:

Tel.

Contact address:

.....

Email address:

I/We accept the terms and conditions as set out in this fee proposal and instruct Hamson Barron Smith Limited to act for us in regard to this project as detailed herein:

Signature: Date:

Name:

Position
(if appropriate):

Annex B Excluded services

Unless otherwise stated, the following services are excluded;

Accessibility (Equality Act) surveys and consultancy
ACM services
Administration of Contractor technical appraisals
BREEAM/code assessments services
Building pathology or material testing and analysis
Building services engineering intrusive testing, validation and capacity assessment of existing installations
Building services engineering (re)commissioning and associated costs
Clerk of Work
Contractor insolvency/liquidations/administration services
Contract (other than extension of time) or insurance claims
Design Quality Indicator (DQI)
Detailed design of pile and/or proprietary products
Ecology surveys
Environmental engineering, energy management and DEC/EPC
Environmental impact assessments and surveys
Exceptional meetings with statutory bodies, utilities or stakeholders
Fire engineering and sprinkler design
Flood risk assessment
Furniture advisor services
Geotechnical investigations
Grant, subsidy or tariff services
Highway structures including signage and lighting structures
Interior design services
Landlord and tenant matters
Measured, topographical and GPR surveys
Neighbourly matters (Party Wall, Rights of Light, Access to Neighbouring Land, etc)
Reinforcement design, drawings and/or site inspections
Site development or governance plans (e.g. master; conservation; PDPs, etc)
Special presentations (e.g. models, rendered images, imaging, etc)
Specialist engineering services (e.g. acoustic)
Specialist planning services
Statutory and statutory undertaker fees and charges
Steelwork connection design
Structural engineering relating to stadia or places of entertainment
Temporary works design
Thermal or environmental modelling
Value engineering