

# Notice of Meeting

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## Resource Management Select Committee

**Tuesday, 14th December, 2010 at 6.30pm**  
in Committee Room 2 Council Offices  
Market Street Newbury

Date of despatch of Agenda: Friday, 3 December 2010

For further information about this Agenda, or to inspect any background documents referred to in Part I reports, please contact Stephen Chard on (01635) 519462  
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**Agenda - Resource Management Select Committee to be held on Tuesday, 14 December 2010 (continued)**

**To:** Councillors Jeff Brooks (Chairman), Richard Crumly, Dave Goff, David Holtby, David Rendel and Laszlo Zverko (Vice-Chairman)

**Substitutes:** Councillors Jeff Beck, Tony Linden, Keith Lock and Julian Swift-Hook

# Agenda

## Part I

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1. <b>Apologies</b> To receive apologies for inability to attend the meeting (if any).	
2. <b>Minutes</b> To approve as a correct record the Minutes of the meeting of this Committee held on 11 November 2010.	1 - 8
3. <b>Declarations of Interest</b> To receive any Declarations of Interest from Members.	
4. <b>Actions from previous Minutes</b> <i>Purpose: To receive an update on actions following the previous Committee.</i>	9 - 16
5. <b>Asset Management Plan</b> <i>Purpose: To receive and comment on the draft AMP prior to its presentation at Executive.</i>	17 - 38
6. <b>Property contracts and contractors in schools</b> <i>Purpose: To receive and note the specification for the new Maintenance Term Contract.</i>	39 - 94
7. <b>Financial Performance Report (Quarter 2)</b> <i>Purpose: To inform Members of the latest financial performance of the Council.</i>	95 - 114
8. <b>Work Programme</b> <i>Purpose: To consider and prioritise the work programme for the remainder of 2010/11.</i>	115 - 118

Andy Day  
Head of Policy and Communication

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Note: These Minutes will remain DRAFT until approved at the next meeting of the Committee

## **RESOURCE MANAGEMENT SELECT COMMITTEE**

### **MINUTES OF THE MEETING HELD ON THURSDAY, 11 NOVEMBER 2010**

**Councillors Present:** Jeff Brooks (Chairman), Richard Crumly, Dave Goff, David Rendel, Laszlo Zverko (Vice-Chairman)

**Also Present:** Councillor Keith Chopping (Portfolio Holder for Finance, Economic Development, Property, Health and Safety), Steve Broughton (Head of Property and Public Protection), Nick Carter (Chief Executive), Andy Walker (Head of Finance), Stephen Chard (Policy Officer)

**Apologies for inability to attend the meeting:** Councillor David Holtby

#### **PART I**

#### **28. Minutes**

The Minutes of the meeting held on 13 September 2010 were approved as a true and correct record and signed by the Chairman.

#### **29. Declarations of Interest**

There were no declarations of interest received.

#### **30. Actions from previous Minutes**

The Committee considered a report providing the information requested at the last meeting (Agenda Item 4).

##### **Newbury Cinema Subsidy**

Nick Carter advised that financial data needed to be provided by the Kennet Centre before the subsidy would be paid. A budget provision was in place to cover the subsidy, if required, and would need to be available for a five year period.

##### **Quarterly Budget Reports**

Although, as an exception, the Quarter 2 budget report would be provided to the Committee without being first presented to the Executive, the decision had been taken by the Portfolio Holder for Finance (Councillor Keith Chopping) that these reports should be taken to the Executive in the first instance as the formal decision making body.

Some Members of the Committee were of the view that this approach made scrutiny of the quarterly reports meaningless when they had already been signed off and consultation should take place before Executive meetings to enable recommendations for improvement to be made.

Councillor Chopping reasserted his view that the process of quarterly reports being approved by the Executive should continue, before views were sought from the Committee. However, Councillor Chopping consented to discuss this further with Executive Members and senior Officers.

In considering the budget reporting timetable, it was suggested that it would be useful to hold a Committee meeting in January 2011 to consider the month 8 position.

### **Capital depleters (Adult Social Care)**

It was noted in the month 5 report that there had been a sharp increase in the number of people who were previously self funding whose capital had depleted and were eligible for support. It was felt that this had risen on an annual basis and the accuracy of budget forecasting was questioned.

Andy Walker advised that this issue was under close scrutiny within Community Services and was felt to be due to a variety of reasons, including the current economic situation. A contingency budget was held based on the best information available.

Nick Carter assured Members that benchmarking analysis was undertaken both within the Directorate and in the Finance service area, and suggested that the Corporate Director for Community Services be invited to a future meeting to discuss this and other measures being taken to manage the Directorate budget. In particular, this should focus on Adult Social Care.

### **Placing a charge against an individual's property to contribute or pay for their care**

It was agreed that an update on developments with this work would be provided as part of the item to discuss the Community Services Directorate budget.

### **Budget for new and unexpected care packages for clients with a learning disability**

A contingency budget was not held for unexpected clients with learning disabilities. Work being undertaken to manage this issue would be included as part of the item to discuss the Community Services Directorate budget.

### **Street lighting contract**

Councillor Chopping confirmed that the potential to turn off some street lights could be considered at a later stage to achieve savings, assuming there would be no risk to safety in doing so.

The procurement of the contract was touched upon at the last meeting and in follow up, Nick Carter advised that the street lighting team had been able to spot purchase electricity at a very good rate. However, this aspect had not been carried forward as part of the Berkshire wide procurement process that had been entered into for some contracts. Other than achieving some limited corporate savings and benefiting schools, this Berkshire wide approach did not provide significant benefits for the Council as good rates had already been negotiated in many cases.

### **West Street House and West Point running costs**

Steve Broughton explained that actual costs had proved to be higher than estimated. This was due to the fact that these were higher specification buildings and, because of the tight timeframes when purchasing the buildings, costs of utilities, maintenance etc had to be estimated.

### **Capital expenditure in the Community Services Directorate**

It was noted that the level of uncommitted expenditure had reduced slightly between quarters one and two.

### **Land charges income**

A budget pressure of nearly £50k was noted by the Committee as a result of a reduction in land charges income. Nick Carter explained that this was primarily due to decisions taken by the Government to abandon Home Information Packs and to remove the personal search fee. The general stagnation in the housing market was another contributing factor. This was an ongoing pressure which was included in the base budget.

**RESOLVED that:**

- (1) Councillor Keith Chopping would discuss the release of quarterly budget reports with Executive Members and senior Officers.
- (2) Consideration would be given to holding a Committee meeting in January 2011 to consider the month 8 position.
- (3) Teresa Bell, Corporate Director for Community Services, would be invited to a future meeting to discuss the measures being taken to manage the Directorate budget. In particular, this should focus on Adult Social Care.

**31. Property contracts and contractors in schools**

The Committee considered a report (Agenda Item 5) giving an update on the action undertaken, since this item was last discussed, to improve property services provided to schools.

One of the resolutions was to explore ways in which schools could have greater responsibility for approving invoices for works undertaken to ensure payments were appropriately made.

Steve Broughton explained that this was being considered by the Maintenance Term Contract (MTC) working group, which had been formed to produce the specification for the new MTC. This was due for renewal in April 2011. This group was represented by primary and secondary schools to ensure that the requirements of schools were met where possible.

Unfortunately it was not possible to enhance this process within the existing contract as it was not in the original specification and invoices submitted covered a number of separate items. In addition, schools could not access the Council's financial system, Agresso, and authorisation had therefore been given by schools to Property to approve payments. Andy Walker added that efforts were being made to upgrade Agresso to allow access for schools. This upgrade was being undertaken alongside work on the new MTC.

In the event that further work was found to be required in addition to that already requested by a school as part of an emergency call out, then it was the responsibility of the school to sign off the additional work. This often took place on site with the acceptance that the invoice would be higher without knowing the total cost. If the work was not of an urgent nature then a quote could be requested before work proceeded. On receipt of the invoice by Property, the difference to the original order/cost would be discussed with the school to ascertain if this was reasonable and appropriate. Kier would be challenged if necessary and, if the work was not completed satisfactorily, they would be requested to return to site to complete the work. If payment was made in such an instance, then the contract warranty offered protection.

The Select Committee were of the view that the new MTC should enable schools to approve all work undertaken before payment was made.

The level of minor work provided within the existing MTC had been reduced as previously resolved and the majority of schools were either accessing the handy person service provided by Property or they employed a caretaker. Although not using the MTC for minor works was a decision for schools to take and could not be insisted upon.

The services offered by Property to schools were part of a fair funding agreement and there was no mark up on the cost.

It was noted that the majority of school buildings were owned by the Council. However, the majority of maintenance money was held by schools and concerns were therefore

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raised that if a school procured work directly and encountered difficulties, this would need to be rectified by the Council. Steve Broughton explained that this was managed by the Education Assets Team and schools were required to inform this team of work they arranged themselves. Nick Carter added that the Council also had responsibility for school buildings owned by the school, in order to ensure that the welfare of children was protected.

It was the intention of the Education Assets Team to continue to monitor work undertaken, which was not the case in all local authorities, but resources did not allow for monitoring of all work commissioned.

School buildings were surveyed every five years, unless they had major projects ongoing. These were conducted by an external surveyor. It was suggested that Governors could be asked to provide a building report on a more frequent basis.

Work on the specification for the new MTC was well advanced, but further procurement work was still required. This involved procuring a list of contractors who could cover different types of work. Those included would be able to bid for jobs which would encourage more competitive pricing. The MTC would be advertised through the Official Journal of the European Union (OJEU). The Committee asked to receive the draft specification/an update prior to approval, if timescales allowed.

The decision to not conduct a satisfaction survey at this time was understood by Members to allow time for the introduction of the revised MTC and other Property service improvements to be implemented. However, the Select Committee requested that the survey be undertaken six months into the new MTC. This timescale was agreed to by Steve Broughton.

Steve Broughton advised that there was a reduction in the level of negative feedback received. It was felt though that the level of buy back into the new MTC would be a good test of school's opinion of the services provided. Information on the level of buy back would be provided to the Committee when available.

### **RESOLVED that:**

- (1) The new MTC should enable schools to approve all work undertaken before payment was made.
- (2) The draft specification/an update would be discussed, prior to approval, at a future meeting of the Committee, if timescales allowed.
- (3) A satisfaction survey would be undertaken six months after the introduction of the new MTC.
- (4) Information on the level of buy back into the new MTC would be provided to the Committee when available.

## **32. Chief Executive Directorate budget**

The Committee considered a report (Agenda Item 6) concerning the underspend within the Chief Executive Directorate budget in previous financial years and the current position.

This was raised by the Committee as a concern at a previous meeting, particularly due to the increased underspend in the latter part of previous financial years.

Nick Carter provided the following information:

- An underspend of £22k was forecast at month 9 in 2008/09. The outturn position was £104k underspent. This was felt to be a reasonable increase.

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- There was often a call for expenditure restraint during the third and fourth quarters of the financial year, namely with recruitment costs and discretionary spend, to help meet overspends within other Council directorates and services. There was an expectation within the Executive that the support service functions within the Chief Executive Directorate would help meet necessary savings, above more front line services which might have essential posts needing to be filled. Vacant posts could impact negatively on performance levels.
- There was a more significant increase to the underspend in 2009/10 than in previous years. The month 9 forecast was an underspend of £133k and the outturn position was £416k underspent. This varied by service area, with the most significant underspend increase in Policy and Communication (£104k at month 9 and £220k at outturn). This was primarily due to savings with the CCTV contract and the fact that underspends had not been fully reported at month 9 in some parts of the service.
- The Chief Executive Directorate was set a savings target of £125k. This helped to ensure that the Council's budget balanced in 2009/10.
- The £416k underspend was not built into the 2010/11 budget. These savings would only be retained if agreed as part of the 2010/11 budget.
- Each service had a managed vacancy factor (MVF) of between 3-3.5%, this was based on turnover. However, the level of turnover was reducing and some services had been required to meet their MVF target from elsewhere within the budget. MVF savings were separate to the service reductions already discussed and increasing MVF targets had not been considered.
- The current forecast for 2010/11 was an underspend of around £100k. No significant changes were expected later in the financial year, part of this was due to a reduction in turnover.

Members felt that some analysis should be undertaken to assess whether the increased underspend between month 9 and the outturn position in recent years was a clearly identifiable trend. This could enable money in the Chief Executive Directorate budget to be allocated to pressures elsewhere in the Council.

Nick Carter agreed to provide additional data on the previous four financial years in time for the next meeting to help analyse whether this was the case. This would be detailed by service from months 3 to 12.

Andy Walker added the following points:

- The month 9 forecast had been used to help inform savings to assist with the outturn position and would be used again in future.
- The Directorate budget had reduced over recent years.
- Benchmarking data showed that the Council's Chief Executive Directorate budget was in the lowest quartile.
- Service areas were efficient and there was not felt to be unnecessary slack in the budget.

A concern was raised by a Member that there should be no reliance on the Chief Executive Directorate finding savings as this might not always be the case in future years.

**RESOLVED that** Nick Carter would provide additional data on the previous four financial years in time for the next meeting. This would be detailed by service from months 3 to 12 to help identify any trends.

**33. Financial Performance report (Month 5)**

The Committee considered the month 5 revenue budget as part of the financial performance report (Agenda Item 7).

Andy Walker introduced the report by making the following points:

- The current forecast for the year end position was an overspend of just over £1.5m. This was an improvement of £209k from the month 4 forecast.
- All Directorates, other than Community Services, were forecasting close to their budget. Due to pressures within Adult Social Care, the Community Services Directorate was predicting a significant overspend.
- The month 5 position was largely unchanged in month 6.
- The movement through reserves figure of £155k related to a provision set aside from an ex Berkshire County Council liability which was no longer required. This linked to the reduced underspend in capital financing and management. Andy Walker agreed to provide further detail in a Part 2 report.

A request was made for summary information to be provided for levies and interest as was the case for the Directorates. Andy Walker agreed to provide this in future.

The forecast expenditure in the Corporate Director (CYP) budget of -£9k was queried and Andy Walker agreed to investigate and report back on this at the next meeting.

The significant difference in the forecast for Youth Services and Commissioning was queried. This changed from an overspend in month 4 of £32k to an underspend of £134k in month 5. Andy Walker offered to include further detail on this within the month 6 report, but it was felt that this was due to changes in income from month to month.

The reduced demand for concessionary fares was queried. It was believed that while there was a high level of bus pass applications, usage was less than expected. Andy Walker agreed to provide some background to this.

**RESOLVED that:**

- (1) The month 5 report would be noted, including the risk that the budget position in Adult Social Care could worsen.
- (2) Andy Walker would:
  - provide further detail on the movement through reserves/capital financing and management figures as a Part 2 report;
  - provide summary information for levies and interest in future reports;
  - investigate and report back on the forecast expenditure in the Corporate Director (CYP) budget;
  - include further detail on the significant difference in the forecast for Youth Services and Commissioning between months 4 and 5;
  - provide further detail on the reduced demand for concessionary fares.



**34. Work Programme**

The Committee considered the Resource Management Select Committee Work Programme (Agenda Item 8).

The potential to hold a special meeting in December was discussed. This meeting would hopefully consider the Asset Management Plan (AMP) and, at the request of the Executive as an exception, the Quarter 2 Financial Performance Report. It was hoped by Officers present, Nick Carter and Steve Broughton, and Councillor Keith Chopping, Portfolio Holder for Property, that the AMP would prove to be acceptable at Management Board on 25 November 2010 and therefore considered by the Committee prior to the Executive.

It was also agreed that a special meeting would be held in January 2011 to consider the month 8 position and pressures/remedial action taken within the Community Services Directorate.

It was advised that during a meeting of the Stronger Communities Select Committee Common Housing Register Task Group an issue was raised with regard to the Local Land and Property Gazetteer (LLPG). The LLPG was able to hold a range of property related information and was able to link to a number of separate Council databases. However, this was not possible for non Council maintained systems and the Resource Management Select Committee was asked to review the potential for improvement. This item was added to the work programme.

**RESOLVED that:**

- (1) Special meetings would be arranged for Tuesday 14 December 2010 and in January 2011.
- (2) The item relating to the LLPG would be added to the work programme.

*(The meeting commenced at 6.35pm and closed at 8.25pm)*

**CHAIRMAN** .....

**Date of Signature** .....

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# Agenda Item 4.

<b>Title of Report:</b>	<b>Actions from previous minutes</b>
<b>Report to be considered by:</b>	Resource Management Select Committee
<b>Date of Meeting:</b>	14 December 2010

**Purpose of Report:** To receive an update on actions following the previous Committee meeting.

**Recommended Action:** To note the update.

**Key background documentation:** Minutes of the Resource Management Select Committee held on 11 November 2010.

<b>Resource Management Select Committee Chairman</b>	
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# Executive Report

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## 1. Introduction

- 1.1 This report provides the information requested at the last meeting of the Select Committee. The full detail is contained within the minutes from last time.

## 2. Item 32 – Chief Executive Directorate budget

- 2.1 It was resolved at the previous meeting that the Chief Executive would provide additional data on the previous four financial years to help identify any trends. This is contained within Appendix A.

## 3. Item 33 – Financial Performance Report

- 3.1 The following responses are provided by Andy Walker:

- (1) Below the line summary – why there is an underspend. This confidential information will be circulated separately.
- (2) Below the line summary – future reports. The Finance Service will ensure that this is included in reports from month 8 onwards.
- (3) CYP Directorate forecast. The recruitment freeze target for all of CYP is currently on this cost centre. As savings emerge, this will be moved out from this cost centre. As noted in the Director's report, the target remains challenging for the Directorate.
- (4) Movement on Youth and Commissioning between months 4 and 5. The main reason for the variance is that the Head of service for this area left the Council in month 7 and this was reflected in the forecasting changes. There were some further savings in other cost centres which helped to reduce the overspend.
- (5) Detail on the reduced demand for concessionary fares. There is a forecast £100k underspend against this area. This is due to, broadly, 75% to travel tokens and 25% to bus pass take up.

## Appendices

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Appendix A – Chief Executive Directorate budget information

**2010/11**

	3	4	5	6	7	8	9	10	11	Outturn
Chief Exec	-101,500	-29,895	0	-19,000	-19,000					
HR	19,900	850	-16,450	-5,204	-7,312					
ICT	-2,485	-443	-11,756	-31,510	-38,050					
Legal	35,835	52,845	21,845	68,145	66,167					
Policy	-66,710	-96,330	-91,101	-105,527	-95,548					
Benefits & Exch	0	0	0	0	0					
Finance	-18,260	3,440	-880	-4,610	800					
Special Projects	0	0	0	0	0					
<b>Total directorate position</b>	<b>-133,220</b>	<b>-69,533</b>	<b>-98,342</b>	<b>-97,706</b>	<b>-92,943</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**2009/10**

	3	4	5	6	7	8	9	10	11	Outturn
Chief Exec	0	-9,700	-9,700	-20,200	-24,200	-24,200	-25,900	17,500	-22,000	-22,159
HR	-5,000	-11,158	-11,158	-8,754	-12,100	-12,298	-16,450	13,380	-28,760	-42,905
ICT	20,000	20,400	19,480	-520	-244	-28,671	-2,532	1,916	-21,559	-49,408
Legal	30,000	40,000	117,000	138,417	65,790	67,660	64,905	94,245	47,910	21,394
Policy	-8,940	-28,370	-64,295	-66,255	-79,620	-87,223	-116,082	116,125	-191,912	-220,241
Property	0	0	75,300	75,180	68,928	58,398	18,498	17,878	16,278	-1,981
Benefits & Exch	0	0	0	0	0	-26,021	-34,862	34,825	-31,232	-25,726
Finance	4,200	-9,740	-12,130	-12,130	-3,710	-10,000	-20,804	23,804	-57,570	-44,953
Special Projects									-30,000	-30,310
<b>Total directorate position</b>	<b>40,260</b>	<b>1,432</b>	<b>114,497</b>	<b>105,738</b>	<b>14,844</b>	<b>-64,355</b>	<b>-133,227</b>	<b>-95,427</b>	<b>-318,845</b>	<b>-416,289</b>

**2008/09**

	3	4	5	6	7	8	9	10	11	Outturn
Chief Exec	-19,000	-19,000	-19,000	-19,000	-19,000	-19,000	-24,000	-28,000	-28,880	-26,452
HR	-11,300	-6,300	-1,800	-3,790	-2,222	-5,090	-14,782	-12,282	-32,669	-36,315
ICT	4,786	12,786	7,786	7,786	19,786	-214	-8,794	-9,030	-12,648	32,487
Legal	50,000	19,430	15,930	-27,070	30,500	30,500	54,930	59,930	30,430	-3,856
Policy	-83,640	-90,340	-82,340	-98,640	-93,640	-64,260	-89,525	-87,735	-95,735	-81,436
Property	50,000	49,960	49,960	123,960	65,210	65,210	58,630	6,560	5,650	-3,681
Benefits & Exch	0	0	0	0	-378	0	0	0	0	1,659
Finance	-180	-2,652	11,428	-7,190	5,560	650	1,850	7,200	2,670	13,904
<b>Total directorate position</b>	<b>-9,334</b>	<b>-36,116</b>	<b>-18,036</b>	<b>-23,944</b>	<b>5,816</b>	<b>7,796</b>	<b>-21,691</b>	<b>-63,357</b>	<b>-131,182</b>	<b>-103,690</b>

**2007/08**

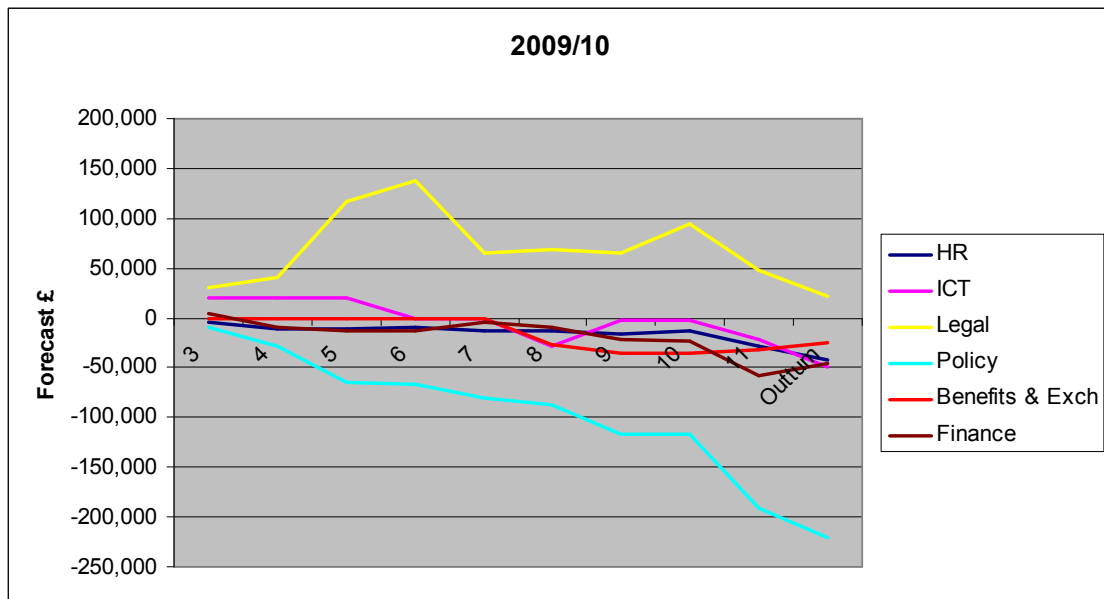
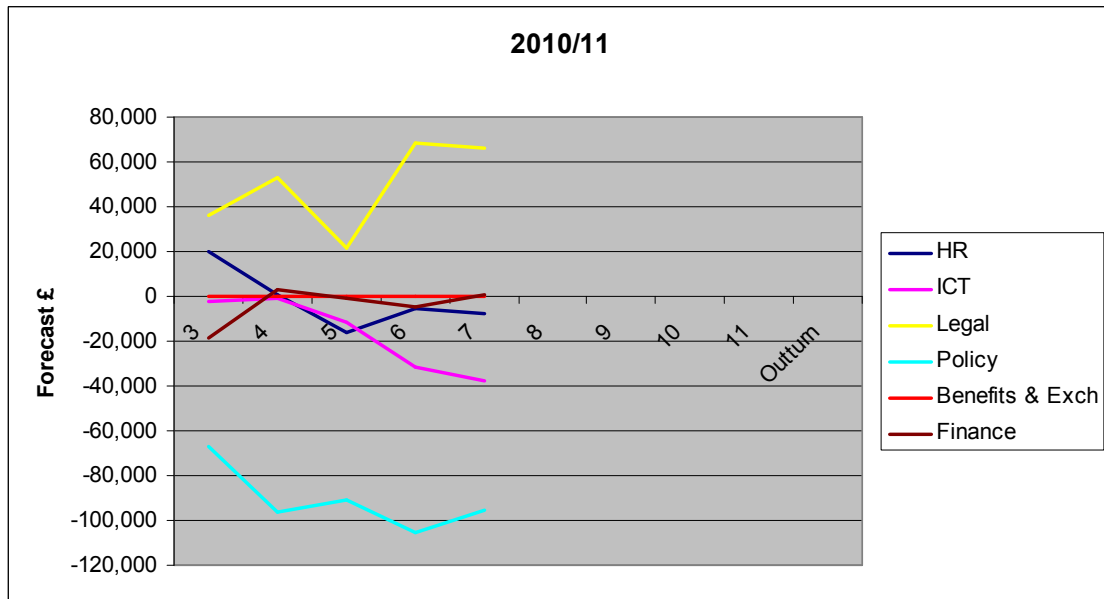
	3	4	5	6	7	8	9	10	11	Outturn
Chief Exec	-630	-630	-11,270	-11,270	-3,630	-3,630	-6,130	-8,130	-12,500	-21,441
HR	0	0	-2,000	-2,000	-22,000	-45,000	-49,000	-58,500	-61,300	-77,895
ICT	-1,097	30,000	0	0	-22,940	-21,660	-46,000	-26,120	-17,237	-39,027
Legal	50,000	41,790	41,790	68,500	78,500	-2,500	-11,500	1,000	-18,000	-68,290
Policy	0	1,000	-28,420	-26,420	-36,490	-71,190	-173,577	-197,289	-198,788	-233,964
Property	14,600	14,600	-7,510	6,490	490	1,135	1,135	-640	-360	-73,119
Benefits & Exch	0	0	0	0	0	0	0	-532	-608	1,518
Finance	0	0	19,010	24,010	34,010	31,010	-28,510	-15,950	-16,190	-49,645
Customer Services	-18,596	-10,805	12,000	0	0	11,000	9,982	9,586	9,619	-7,135
<b>Total directorate position</b>	<b>44,277</b>	<b>75,955</b>	<b>23,600</b>	<b>59,310</b>	<b>27,940</b>	<b>-100,835</b>	<b>-303,600</b>	<b>-296,575</b>	<b>-315,364</b>	<b>-568,998</b>

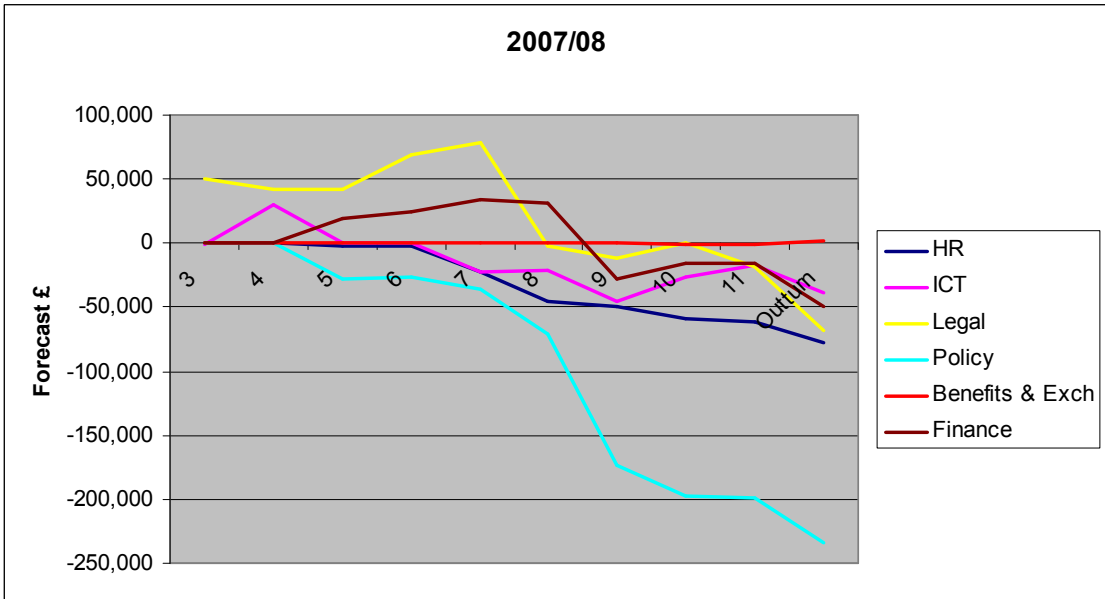
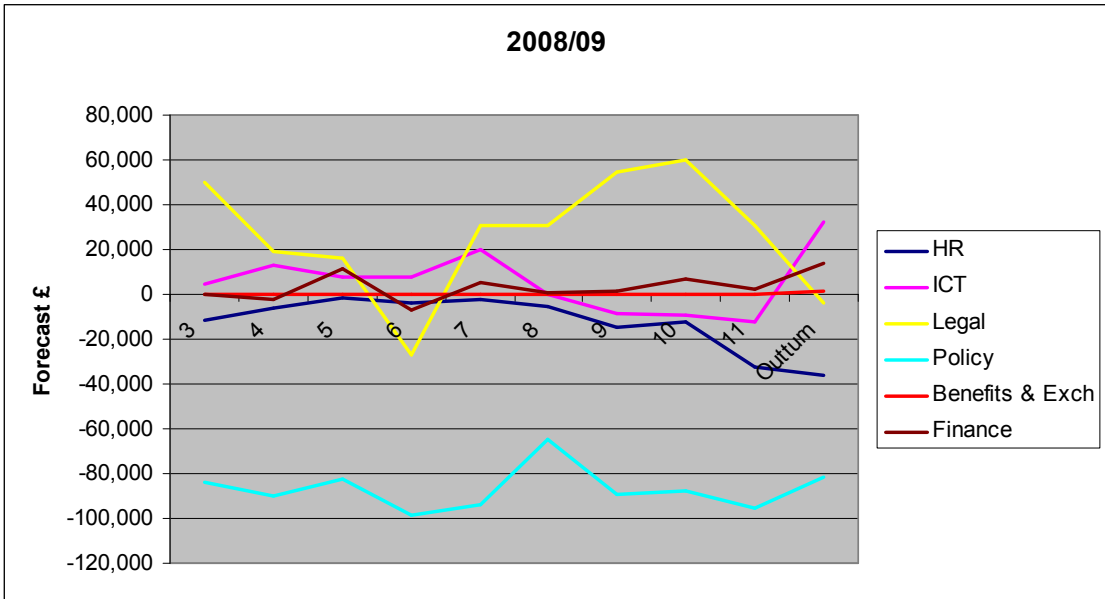
**2006/07**

Explanation of variance	Mth 3	Mth 4	Mth 5	Mth 6	Mth 7	Mth 8	Mth 9	Mth 10	Mth 11	Outturn
Chief Exec	24,905	24,905	-50,095	-7,000	-2,000	-2,000	-16,490	-8,190	-31,690	-30,696
HR	0	80,000	0	0	0	0	0	0	-39,000	-61,000
ICT	0	0	0	0	-16,094	-34,474	-106,196	-92,543	-68,400	-102,525
Legal	12,000	73,720	61,720	57,720	48,622	-1,660	-7,598	-11,498	-23,997	-23,997
Policy	-11,854	-41,290	-80,860	-72,510	-61,290	-128,489	-130,580	-178,998	-187,882	-187,882
Property	-13,567	44,970	52,903	52,903	51,403	55,083	73,783	53,193	0	4,191
Benefits & Exch	0	4,801	11,000	0	0	0	0	0	0	0
Finance	0	0	0	0	0	55,550	-1,050	10,670	10,670	31,660
Customer Services	0	0	0	0	-8,000	-14,500	-20,000	-22,000	-38,600	-33,140
<b>Total directorate position</b>	<b>24,905</b>	<b>91,484</b>	<b>32,106</b>	<b>37,763</b>	<b>12,019</b>	<b>43,311</b>	<b>-218,802</b>	<b>-176,458</b>	<b>-304,323</b>	<b>-403,389</b>

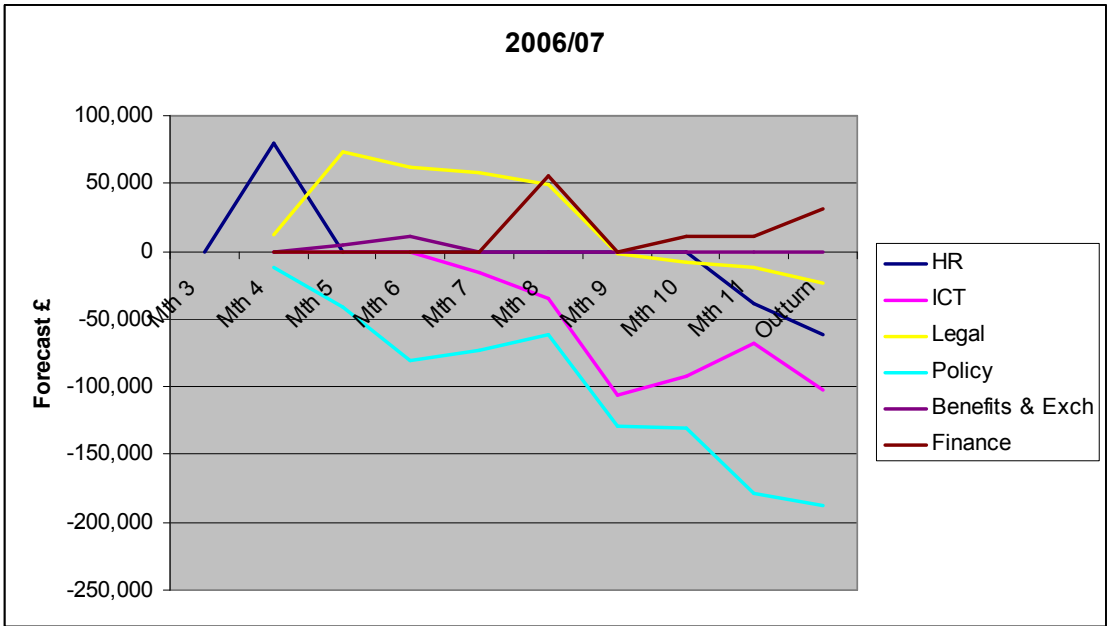
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**Chief Executive Directorate**









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<b>Title of Report:</b>	<b>Corporate Property Asset Management Plan</b>
<b>Report to be considered by:</b>	Resource Management Select Committee
<b>Date of Meeting:</b>	14 December 2010

**Purpose of Report:** To present the Corporate Property Asset Management Plan to the Resource Management Select Committee.

**Recommended Action:** That Resource Management Select Committee agree the Asset Management Plan.

**Reason for decision to be taken:** To assist in the strategic management of the Council's property holdings

**Other options considered:** None

**Key background documentation:** Hot Property - Audit Commission 2000  
Asset Management Guidelines - DETR - 2000, revised in 2003 & 2004.  
Guidance on Asset Management Planning - RICS & ODPM - 2005  
Public Sector Asset Management Guidelines - RICS et al - 2008  
Various Asset Management Plans from other Local Authorities.

The proposals contained in this report will help to achieve the following Council Plan Priority(ies):

- CPP1 – Support our communities through the economic recession** – to alleviate the impact on different communities and individuals who find themselves out of work and/or disadvantaged
- CPP2 – Raise levels of educational achievement** – improving school performance levels
- CPP3 – Reduce West Berkshire’s carbon footprint** – to reduce CO<sub>2</sub> emissions in West Berkshire and contribute to waste management, green travel, transportation and energy efficiency

The proposals will also help achieve the following Council Plan Theme(s):

- CPT1 - Better Roads and Transport**
- CPT2 - Thriving Town Centres**
- CPT3 - Affordable Housing**
- CPT4 - High Quality Planning**
- CPT5 - Cleaner and Greener**
- CPT6 - Vibrant Villages**
- CPT7 - Safer and Stronger Communities**
- CPT8 - A Healthier Life**
- CPT9 - Successful Schools and Learning**
- CPT10 - Promoting Independence**

- CPT11 - Protecting Vulnerable People**
- CPT12 - Including Everyone**
- CPT13 - Value for Money**
- CPT14 - Effective People**
- CPT15 - Putting Customers First**
- CPT16 - Excellent Performance Management**

The proposals contained in this report will help to achieve the above Council Plan Priorities and Themes by:

Enabling the Council's property holdings to be used either directly or indirectly in the delivery of service objectives.

Portfolio Member Details	
<b>Name &amp; Telephone No.:</b>	Councillor Keith Chopping - (0118) 983 2057
<b>E-mail Address:</b>	kchopping@westberks.gov.uk
<b>Date Portfolio Member agreed report:</b>	16 November 2010
Contact Officer Details	
<b>Name:</b>	Amanda Dennis
<b>Job Title:</b>	Asset Strategy Officer
<b>Tel. No.:</b>	01635 519399
<b>E-mail Address:</b>	adennis@westberks.gov.uk

## Implications

- Policy:** An Asset Management Plan is a strategic document which contributes to the overall direction of travel for the Council.
- Financial:** The disposal of surplus property will generate capital receipts. If properties are to be acquired then funding will need to be identified. If there are any financial implications contained within this report this section **must** be signed off by a West Berkshire Group Accountant. Please note that the report cannot be accepted by Policy and Communication unless this action has been undertaken.
- Personnel:** External resource will be sought where necessary and appropriate.
- Legal/Procurement:** No implications.
- Property:** The AMP is principally a document about strategic property management.
- Risk Management:** The ownership of an AMP will help inform the decisions made in respect of the Council's property.
- Equalities Impact Assessment:** No implications  
For advice please contact Principal Policy Officer (Equalities) on Ext. 2441.
- Corporate Board's View:** to be completed after the Corporate Board meeting

# Executive Report

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## 1. Introduction

- 1.1 West Berkshire Council has had an asset management plan (AMP) since their introduction by central government in 2000. The aim of the government was to focus Local Authorities on the use, cost and value of their property holdings. The early AMPs were based on demonstrating that Local Authorities had the necessary procedures, information and controls in place in order to manage their portfolio. The government then graded them good, satisfactory and poor. West Berkshire Council's AMP was graded good on the first submission. In 2003 the requirement to have the AMP in a prescribed format and checked by the government was removed but Local Authorities were still expected to have an AMP and this was embodied in the Comprehensive Performance Assessment and the Comprehensive Area Assessment (CAA) processes, in particular the Use of Resources section.
- 1.2 Although the CAA regime has recently been suspended, an Asset Management Plan is still an essential part of the management of Council property and should be retained.
- 1.3 For the past few years West Berkshire Council's AMP has been included as part of the Capital Strategy but in order to give it more visibility, this year it is to be presented as a separate document and is attached in Appendix A.

## Appendices

Appendix A – The Asset Management Plan 2010

## Consultees

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**Local Stakeholders:** Property occupiers and service users

**Officers Consulted:** Heads of Service

**Trade Union:** n/a

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# Corporate Property Asset Management Plan 2010



## DRAFT

# Corporate Property Asset Management Plan 2010

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# Corporate Property Asset Management Plan 2010

## 1.0 Section 1 – Introduction

- 1.1 An Asset Management Plan is defined by the Royal Institution of Chartered Surveyors in its Asset Management Guidelines as “a plan covering the organisation’s asset strategy together with other related matters, for example, the organisational structure and governance, roles and responsibilities, data performance management arrangements and performance measurement information”.
- 1.2 There have been several documents, sponsored by Central Government, giving guidance on property asset management but the actual content of an asset management plan depends upon the needs of the local authority. West Berkshire’s plan is set out as follows:
- Existing arrangements
  - Asset Strategy
  - Performance and delivery
  - Review and action plan
- 1.3 The Asset Management Plan is one of a number of documents which set out the Council’s policies and objectives. The Sustainable Community Strategy, entitled, ‘A Breath of Fresh Air’, is the one which sets out a long term vision for the District up until 2026. It was developed by the West Berkshire Partnership (the District’s Local Strategic Partnership). As well as consulting with local organisations and networks of organisations, the Strategy has been informed by the priorities identified within Parish Plans and recognises the factors influencing West Berkshire at both a national and local level.
- 1.4 The Sustainable Community Strategy is based on five themes:- prosperity, strong communities, green issues, safety and health. The aim is to protect areas of strength within the district but also recognise areas where improvement is needed.
- 1.5 The Council has a 5 year Council Plan which supports the Community Strategy and demonstrates the Council’s role in helping to make it a reality. The Council Plan has 16 themes of which the three current priorities are: support for our communities through economic recession, raise levels of educational achievement and reduce West Berkshire’s carbon footprint.
- 1.6 Other plans developed by the Council which have asset management planning implications include the Housing Strategy, Supporting People Strategy, Waste Strategy, Newbury 2025 – a vision for Newbury Town Centre (The Newbury Vision), individual Service Plans and the Capital Strategy.

## **1.7 Asset Management Arrangements**

- 1.8 The management of property assets is split between the operational service areas and the Property and Public Protection Service. Generally the service departments are responsible for the day to day and strategic management of their own operational property – e.g. schools, libraries, care homes and leisure centres. The Property and Public Protection Service takes responsibility for the Council’s administrative office buildings, the non-operational leased properties and vacant property. However, repair, maintenance and small building projects for all properties are routed through the Property and Public Protection Service. Large or complex building projects are undertaken by the Special Projects team. The Education Service Asset Management team manage the school buildings portfolio.
- 1.9 The Council’s arrangements for management of all corporate property assets are steered by the Capital Strategy Group, which is a cross service, senior management forum to discuss property and capital matters. Matters specifically relating to property assets are considered by the Asset Strategy Group which is a sub group of the Capital Strategy Group. Heads of Service are entitled to attend the meetings of the Asset Strategy Group, enabling them to make their property needs known and for Property Services to help them to achieve their Service Plan objectives where this has property implications. The Group also provides a forum to help maximise opportunities for co-ordinated property provision and inform the Head of Property and Public Protection of key policies that may impact upon disposal options. Recommendations from the Capital Strategy Group are referred where appropriate, on to the Corporate Board, Management Board and the Executive. The Executive member who has specific responsibility for the Council’s property resource is the Portfolio member for Finance.
- 1.10 The Services take responsibility for effecting any changes to the property they occupy but the decision for property matters such as capital expenditure, sales, leases, property sharing and purchase of new property are corporate led and routed through the Asset Strategy Group. The Asset Strategy Group has the following principal functions:-
- Responsibility for prioritising and allocation of expenditure on maintenance in accordance with condition survey information plus other criteria to be established.
  - Consideration of total accommodation against service needs and the justification for the Council holding the properties based on suitability, condition and cost.
  - Consideration of proposals to acquire, lease and dispose of properties.
  - Consideration of other property issues involving expenditure outside the annual budget by way of a business case submitted by the occupying Service.
- 1.11 The Services need to submit a business case to the Asset Strategy Group describing the proposal, what savings or income it will generate, how it will meet service requirements as described in the service plan and, if expenditure is required, which budget is identified for that cost. The Asset Strategy Group will have the authority to decide whether the business

cases put forward by the Services to support the requests will be approved and the decisions reported to the Capital Group.

- 1.12 It is not proposed that the planned maintenance programme will be dealt with by the submission of business cases for each individual project but the Asset Strategy Group can have input into agreeing the programme for the following financial year. The planned maintenance programme for each service area is generated annually from the database that holds information on the condition of assets and the available funds are allocated as a proportion of priority 1 repairs as a total of the whole. The priority 1 repairs are identified in the condition surveys which are updated on a rolling basis. The programme will therefore be based on the needs of the property and will be interlaced with any routine requirements due in the next 5 years, eg electrical testing and statutory tests.

### 1.13 Current Property Portfolio

- 1.14 The Council's property holdings as at 31 March 2010 were as follows;

Service Department	Number of property holdings	Value*
Community Services	83	£17.7m
Children and Young People (includes Education)	140	£208 m
Environment	132	£13.3m
Chief Executive's Directorate	77	£30.3m
<b>Grand Total</b>	<b>437</b>	<b>£269.3m</b>

*\*The value of the property is based on accounting criteria and does not necessarily reflect open market value.*

- 1.14 The Council's properties have been acquired over time in a piecemeal way and as a result of local government re-organisation and developer contributions as part of the planning process, meaning that the properties do not always meet current business needs.

## 2.0 Section 2 – Asset Strategy

- 2.1 The RICS 2008 Public Sector Asset Management Guidelines indicates “strategic asset management is the activity that seeks to align the asset base with the organisation's corporate goals and objectives. It ensures that the land and building asset base of an organisation is optimally structured in the best corporate interest of the organisation”.
- 2.2 The reason for the Council holding land and buildings is to support service delivery either directly through the provision of accommodation for the frontline services – such as schools, libraries, car parks and open space, or indirectly through the back office function housed in the administrative offices.
- 2.3 There are several demands on the Council's land and buildings which can often be conflicting – for example local authorities are expected to reduce the size of their estates in

order to raise capital and reduce expenditure, whilst at the same time transferring assets to partners and the local community in order to permit them to achieve local objectives. Therefore, decisions will need to be made on a case by case basis in order to fulfil the most pressing objective at the time.

2.4 At a strategic level the principal aims and objectives of the Council management of its property assets are:

- Treat property as a valuable resource and to ensure that the value of the assets is protected, by optimising rental and capital return and effective expenditure control to ensure that value for money is obtained.
- Ensure efficient, effective and sustainable use of land and buildings.
- Use assets to contribute to the process of service improvement, with the creation of new ideas and working practices to help solve service issues.
- Ensure that the Council complies with its statutory obligations pertaining to property.
- Rationalise the use of land and buildings and establish criteria for retaining, disposing of and acquiring property using the asset challenge methodology described later.
- Utilise property in support of the Council Plan and corporate priorities.
- Support the Capital Programme through targeted asset disposal.
- Pursue partnership working and co-location opportunities.
- Effective and efficient management of the property assets.
- Enable easy public access to the Council's building and services.

2.5 The Council's properties can be broadly split into operational, non-operational and vacant. Consequently the strategic aims and objectives listed above can be reined to those categories as follows:

2.6 Operational Portfolio Strategy

2.7 Operational property is the property occupied by or on behalf of the Council for the direct delivery of its services. For example, the Council occupies office buildings and community schools and provides the services itself. Outsourced functions such as sports centres, waste collection and some community care buildings are occupied by organisations providing services on the Council's behalf but still count as operational property.



*West Point House*

2.8 The strategic aims for the Council's operational property are:

- To support front line service delivery.
- To provide fit for purpose buildings.
- To reduce cost.
- To have a lean portfolio.
- To exploit sharing opportunities with other public sector organisations.
- To consider opportunities for urban or rural regeneration using Council property as a catalyst.

2.9 These aims will support the priorities within the following Council plan themes:

- Cleaner and greener.
- Value for money.
- Putting customers first.
- Effective people.
- Including everyone.
- Thriving Town Centres.
- Successful schools and Learning

2.10 The actions to implement the strategy and deliver the priorities are:

- Property reviews.
- Implementation of the Office Accommodation Strategy to deliver a reduction in administrative office space and to promote flexible working with a commensurate cost saving.
- Reduction in building running costs, for example, by the use of cheaper energy tariffs, new approaches to maintenance, a targeted planned maintenance programme to reduce the percentage of reactive maintenance, use of term contractors and the appeal of rating assessments.
- Condition surveys to monitor the state of the Council's property.
- Promotion and active seeking of opportunities to share public buildings and facilities with partner organisations.
- Disposal of surplus properties where appropriate.
- Acquisition of properties if the need cannot be met by property already owned.
- Capital expenditure on buildings to provide fit for purpose buildings where it is cost effective to do so.
- The use of option appraisal in decision making.
- Implementation of the Newbury Vision.

2.11 Non-operational Portfolio Strategy

2.12 Non-operational property is that property in which the Authority has legitimate ownership or user rights, either freehold or leasehold, but is not being used to meet service needs, i.e. is not being used for operational reasons and is either let to third parties or is surplus to requirements. The non-operational investment properties are also known as Tenanted Non-Residential Properties (TNRP) and examples are the London Road Industrial Estate (LRIE) in Newbury and the Kennet Enterprise Centre, Hungerford (KEC).

*Kennet Enterprise Centre*



2.13 The strategic aims for the Councils non-operational property are:

- To extract maximum income.
- To review the cost effectiveness of the portfolio.
- To support use by the third sector where a benefit to the community will be achieved.
- To consider opportunities for regeneration using Council property as a catalyst.

2.14 These aims will support the priorities within the following Council plan themes

- Value for money.
- Thriving Town Centres.
- Vibrant Villages.
- Excellent performance management.

2.15 The actions to implement the strategy and deliver the priorities are:

- Collection of rent and the instigation of pursuing debtors in a timely manner.
- Implementing rental increases under the lease agreements.
- Taking the opportunities as they arise to extract value from changes in lease terms.
- Re-letting of vacant properties as soon as practicable.
- Preparation of a strategic document for the regeneration of the London Road Industrial Estate.
- Property review and challenge.
- Disposals or alternative uses for under performing properties.

2.16 Disposals and Acquisitions Strategy

2.17 The Council will seek to minimise vacant and non-productive property within its portfolio and will consider options for other uses, either an alternative use by another service or partner organisation or a sale or lease to a third party.



*The Priory – sold December 2009*

2.18 Although the Council owns a number of properties there will be occasions where the Council owns no property which is suitable for a particular use and so property will need to be acquired. However, property acquisition will only be considered where it addresses a corporate objective.

2.19 The Council's strategic aims for disposal and acquisition of property are:

- To seek a lean portfolio.
- To use its property to support regeneration projects.
- To use its property to support the supply of affordable or special needs housing.
- To obtain or seek best price.
- To acquire fit for purpose properties for operational purposes.
- Not to buy property solely for rental income purposes.

2.20 These aims will support the priorities within the following Council plan themes:

- Value for money.
- Thriving town centres.
- Affordable Housing.
- Successful schools and learning.
- Protecting vulnerable people.

2.21 The actions to implement the strategy and deliver the priorities are:

- Review the properties to assess suitability, service need and value for money to identify surplus property.
- The preparation and implementation of a disposal programme of surplus assets. The current programme is shown in Table 3.
- Use option appraisal to assist in decision making.
- Disposing of property at best value unless there is an overriding community benefit, in particular the provision of affordable housing and special needs accommodation for vulnerable people.
- Commissioning of a feasibility study for the London Road Industrial Estate regeneration and other Newbury Vision projects.

### 3.0 Section 3 Performance and delivery

3.1 Performance measurement is the mechanism by which audit, review and improvement are achieved. These are essential elements of asset management and for obtaining value for money which require continuous improvement and measurement and comparison of performance.

#### 3.2 *Data Collection and Performance Measurement*

3.3 An essential element in measuring performance is the availability of reliable and readily accessible information. Property Services has a database, Premise, which records the core information about the Council's properties – for example, its address, size, legal status and leasehold information where appropriate. Collection of condition data for the Council's properties is key to providing a basis for expenditure on maintenance based on need. The condition data is reviewed and updated on a rolling basis. The results of the condition surveys are entered onto the Asset Management database. This database is now outdated and needs revision to meet current and projected needs of the Council, although the information held on the database is still relevant and can be used in conjunction with other sources of data. The provision of new web based system is being investigated and would provide all stakeholders with easy access to property related data. Implementation is expected mid 2011.

3.4 A set of performance indicators, known as NaPPMI (National Property Performance Management Initiative) has been devised by COPROP (The Association of Chief Corporate Property Officers in Local Government). The indicators are not compulsory and Councils use only the indicators which are relevant to their particular circumstances. The indicators which are relevant to West Berkshire Council are shown in table 2 and also how the Council compares with other authorities. Generally the Council is in the second quartile but in the case of required maintenance for priority one repairs the Council is in the 3<sup>rd</sup> quartile. The measures to address this involve updating of the condition surveys to obtain more up to date and accurate information on the condition of the properties. The condition data will feed into the review process which in turn points towards the future use of the property.

#### 3.5 *Recent achievements*

3.6 Recent property achievements in line with the Asset Management Plan's strategic aims:-

- The purchase and fitting out of the new Porch PRU building at Richmond House.
- The provision of 10 children's centres, which involved the purchase of additional land, taking a surrender of a lease and the construction of new buildings or the refurbishment of existing buildings.
- The provision of supported living for people with learning difficulties or mental health issues at Craven Dene and Fountain Gardens both of which are in partnership with registered social landlords.



- Leasing a warehouse building for use in connection with the museum service whilst the main museum building is undergoing repairs. The new building is being shared with the library service to catalogue books
- The provision of a recycling centre and civic amenity site at Newtown Road.
- The purchase of the site at Padworth for the integrated waste site and the implementation of the preparatory works.
- Completion of phases 1 and 2 of the accommodation strategy and Timelord, resulting in a 25% reduction of office space and phase 3 now underway which will see vacation of Faraday Road offices and thus a further reduction in office space..
- Construction of the Park Way redevelopment

3.7 West Berkshire Council has a good record of partnership working at service level particularly within Community Services. Property sharing opportunities are also taken in line with the stated intention in the strategy. Some examples of working in partnership and property sharing initiatives are as follows:

- Children's Centres. Services directed at families with young children are provided by multi-agency team in buildings provided by the Council in 10 locations across the district.
- Youth Offending Team – a multi-agency team operating from a single building provided by WBC
- Chieveley depot – a highways maintenance depot shared on a long standing arrangement between the Highways agency, West Berkshire Council and Thames Valley Police.

3.8.1 Other examples of partnership working which do not involve property sharing but do involve asset transfer and significant involvement from the Council to move forward projects for the benefit of the local community are:

- The Park Way retail development.
- The cinema
- Working with registered social landlords to provide new extra care home for elderly people at the site of the former Waring House, Thatcham and at The Priory Hungerford
- Pelham House, Craven Dene for supported living for people with learning disabilities.
- Working with the Council's registered social landlord partners to identify strategic sites for affordable housing.

## 4.0 Section 4 – Property Review and Action Plan

4.1 In order to achieve the aim of a fit for purpose portfolio the properties will need to be reviewed. This can be done as part of service review or by way of an asset challenge survey. Following the reviews the most likely options will be whether the properties should be:

- retained and existing use continued or intensified,
- require investment, including expenditure on maintenance or improvement,
- sold, including a transfer to a community organisation,

- retained and used pending future development opportunity,
- considered for co-location for more than one Council Service or shared with other public sector partners,
- in the case of investment properties, opportunities for lease restructuring.

4.2 Several reviews have taken place at Service level which have a bearing on property needs and show that there is a potential to realign or disinvest of property in order to meet changing requirements. There are some parts of the Council's portfolio which do not reflect corporate need, based on location, suitability or condition, (for example Greenham House, some of the temporary accommodation for homeless families, schools buildings such as The Winchcombe School) and other properties where more efficient use of the buildings is possible (for example the corporate offices).

4.3 Following consultation with Service Heads several properties were identified which require action in order to meet service needs. The table below outlines key activities in relation to property requirements which are to be progressed within the next 12 to 24 months.

**Table 1 Action Plan**

No.	SUBJECT	ACTIVITY	PROPERTY REVIEW RECOMMENDATION
1	Asset Disposals	To ensure that the disposal programme is achieved.	Dispose of properties identified in the disposal programme
2	Property Review	To undertake property reviews in accordance with service requirements.	To establish options for the future use of the properties
3	Database	Progress the acquisition of a new web based database to support decision making on property investment	
4	Condition surveys	To undertake condition surveys on 5 year rolling programme	To establish the condition of the property stock to feed into the property review process.
5	Office Accommodation Strategy	To continue with the implementation of Phase 3 of the Timelord programme	To release surplus accommodation for other uses or for disposal.
6	Newbury Town Centre Vision		
6a	<ul style="list-style-type: none"> <li>• Market Street Development</li> </ul>	Housing and transport scheme to be provided jointly by WBC, Network Rail and developer.	Retain affected properties until required for future development.
	<ul style="list-style-type: none"> <li>• Victoria</li> </ul>	To consider the provision of	Retain affected properties

No.	SUBJECT	ACTIVITY	PROPERTY REVIEW RECOMMENDATION
6b	Park/The Wharf <ul style="list-style-type: none"> <li>• London Road Industrial Estate</li> </ul>	a pavilion in the park and associated works. Develop a strategy for the future development of the site.	until required for future development. Continue to manage the investment properties and take opportunities for growth where they are not incompatible with the strategy.
7	Supported and affordable housing.	To make use of the Council's land and buildings to assist partner organisations in the delivery of supported and affordable housing.	Disposal of surplus properties or partnership schemes.
8	Buildings on Greenham Common	Three buildings on Greenham Common, two in use by Council Services and one is vacant and in need of investment.	Continue and intensify the use of the warehouse buildings with an aim of finding more suitable accommodation for the museum store. Former Control Tower to be brought into beneficial use.
9	Greenham locality project	Greenham Court Community Centre currently under utilised and in need of investment.	To transfer the community buildings under the community transfer of property guidelines.
10	York House and Greenham House	Two offices occupied by Children's Services.	Co-location of both teams into a single building and dispose of surplus accommodation.
11	Taceham House	Vacant block of flats no longer suitable for operational use.	Dispose or joint venture to enable the provision of affordable housing.
12	Youth Services	Undertake a review as to provision of youth services and see if a rationalisation could produce property cost savings or income.	May result in disposal of surplus property and better utilisation of existing property.
13	Public conveniences	Review the current supply to see if property cost savings could be made.	May result in closure or transfer of property.

No.	SUBJECT	ACTIVITY	PROPERTY REVIEW RECOMMENDATION
14	Investment property	Undertake a financial appraisal of the Council's investment property to see if it is a good investment.	Will result in decision whether to sell or retain all or part of the Council's investment properties.
15	Newbury Museum	Continue to pursue opportunities to obtain funding to secure the future of the museum.	Retain use once funding is secured.
16	Adult Social Care	A review of the provision of adult social care.	May result in opportunities to release property for other uses or continued use for existing purpose.
17	Winchcombe School	Possible rebuild subject to government funding.	School to be extended once funding is found.

**Table 2 Property Performance Indicators**

<b>Ref no</b>	<b>Performance Indicator</b>	<b>2008/09</b>	<b>Comparison with other LAs</b> (based on data provided to CIPFA Property by subscribers)
1Bi	Required maintenance expressed as a total cost in priority level 1* <sup>1</sup> Schools	£5.9 m	3 <sup>rd</sup> quartile
	Required maintenance expressed as a total cost in priority level 1* Other property	£2.15m	3 <sup>rd</sup> quartile
	Required maintenance expressed as a total cost in priority level 2* <sup>1</sup> Schools	£5.61m	1 <sup>st</sup> quartile
	Required maintenance expressed as a total cost in priority level 2* <sup>1</sup> Other property	£2.32m	2 <sup>nd</sup> quartile
	Required maintenance expressed as a total cost in priority level 3* <sup>1</sup> Schools	£5.96m	1 <sup>st</sup> quartile
	Required maintenance expressed as a total cost in priority level 3* <sup>1</sup> Other property	£2.96m	2 <sup>nd</sup> quartile
1Bii	Required maintenance by cost as % in priority level 1* <sup>1</sup> Schools	34%	4 <sup>th</sup> quartile
	Required maintenance by cost as % in priority level 1* <sup>1</sup> Other property	29%	4 <sup>th</sup> quartile
	Required maintenance by cost as % in priority level 2* <sup>1</sup> Schools	32%	2 <sup>nd</sup> quartile
	Required maintenance by cost as % in priority level 2* <sup>1</sup> Other property	31%	2 <sup>nd</sup> quartile
	Required maintenance by cost as % in priority level 3* <sup>1</sup> Schools	34%	2 <sup>nd</sup> quartile
	Required maintenance by cost as % in priority level 3* <sup>1</sup> Other property	40%	2 <sup>nd</sup> quartile
1Biii	Required maintenance as a total cost – all properties	£24.9 m	2 <sup>nd</sup> quartile
	Required maintenance as an overall cost per square metre GIA* <sup>2</sup> - all properties	£111 psm	3 <sup>rd</sup> quartile
1C	Annual percentage change to total required maintenance figure over previous year.	No change	3 <sup>rd</sup> quartile

Ref no	Performance Indicator	2008/09	Comparison with other LAs (based on data provided to CIPFA Property by subscribers)
1Di	Total spend on maintenance – all properties	£2.1 m	2 <sup>nd</sup> quartile
1Dii	Total spend on maintenance per square metre (psm) GIA – all properties	£12.05 psm	2 <sup>nd</sup> quartile
2A	Energy consumption:- £ per square metre GIA – all properties	£12.62	2 <sup>nd</sup> quartile
2B	Water costs:- £ per square metre GIA - all properties	£1.21	2 <sup>nd</sup> quartile
3A	% of portfolio by GIA sq m for which a suitability survey has been undertaken – all properties	74%	2 <sup>nd</sup> quartile
3B	Number of properties for which a suitability survey has been undertaken - all properties	97	2 <sup>nd</sup> quartile

### Definitions used in National Property Performance Indicators

- \*1
- |                  |                                                                                                                                                                                                                              |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Priority level 1 | Urgent works that will prevent immediate closure of premises and/or address an immediate high risk to the health and safety of the occupants and/or remedy a serious breach of legislation.                                  |
| Priority level 2 | Essential work required within 2 years that will prevent serious deterioration of the fabric or services and/or address a medium risk to the health and safety of the occupants and/or remedy a minor breach of legislation. |
| Priority level 3 | Desirable work required within 3 to 5 years that will prevent deterioration of the fabric or services and/or address a low risk to the health and safety of the occupants and/or remedy a minor breach of legislation.       |
- \*2
- |     |                                                                                                                        |
|-----|------------------------------------------------------------------------------------------------------------------------|
| GIA | Gross internal area - the area of a building measured to the internal face of the perimeter wall for each floor level. |
|-----|------------------------------------------------------------------------------------------------------------------------|

**Table 3 - Asset Disposal Programme 2010 to 2013**

Site	Comments
Site of former Newbury Day Centre, Newbury	Value may be influenced by intangible benefits in relation to social housing and supported living.
Greenham House, Newbury	Timing depends upon finding alternative accommodation for the occupiers.
Control Tower, Greenham Common	Alternative uses to be considered
Trinity School - Love Lane Site	Either negotiate with former owner under Crichel Down rules or put on the open market.
41 Newtown Road, Newbury	If not suitable for alternative use for WBC purposes then it may be sold.
York House, Andover Road	Timing depends upon finding alternative accommodation for the occupiers.
Taceham House	Block of flats formerly used as temporary accommodation
Venture Fair	Residential property
<b>Timing to be determined</b>	
Various property at Market Street, Newbury	Depends on progress of Newbury Vision.
Waterside Centre, and The Wharf car parks Newbury	Part of the Wharf redevelopment of the Newbury Vision. Timing depends upon progress of The Vision and finding alternative accommodation for current users at Waterside.
Pound Lane Depot	Property to be sold upon completion of the works at the Padworth Waste site if not required for other purposes
Council Offices Faraday Road	Depends upon the staff relocating to Market Street and the outcome of the feasibility study for London Road Industrial Estate.

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<b>Title of Report:</b>	<b>Property contracts and contractors in schools</b>
<b>Report to be considered by:</b>	Resource Management Select Committee
<b>Date of Meeting:</b>	14 December 2010

**Purpose of Report:** To present for information the specification for the new Maintenance Term Contract

**Recommended Action:** For information

**Other options considered:** None.

The proposals will also help achieve the following Council Plan Theme(s):	
<input checked="" type="checkbox"/>	<b>CPT13 - Value for Money</b>
<input checked="" type="checkbox"/>	<b>CPT14 - Effective People</b>
<input type="checkbox"/>	<b>CPT15 - Putting Customers First</b>
<input type="checkbox"/>	<b>CPT16 - Excellent Performance Management</b>

Portfolio Member Details	
<b>Name &amp; Telephone No.:</b>	Councillor Keith Chopping - (0118) 983 2057
<b>E-mail Address:</b>	kchopping@westberks.gov.uk
<b>Date Portfolio Member agreed report:</b>	28/10/10

Contact Officer Details	
<b>Name:</b>	Steve Broughton
<b>Job Title:</b>	Head of Property and Public Protection
<b>Tel. No.:</b>	01635 519837
<b>E-mail Address:</b>	slbroughton@westberks.gov.uk

## Implications

**Policy:** None.

**Financial:** None.  
If there are any financial implications contained within this report this section **must** be signed off by a West Berkshire Group Accountant. Please note that the report cannot be accepted by Policy and Communication unless this action has been undertaken.

**Personnel:** None.

**Legal/Procurement:** The legal aspects of specification for the Maintenance Term Contract has been drafted by the Councils Legal Service, any omissions could present future contract difficulties presenting

potential claims

- Property:** Any omissions in the specification could render implementation of the contract difficult; under achieved objectives; potential contractual claims.
- Risk Management:** A risk register has been maintained as part of implementing a new Contract
- Equalities Impact Assessment:** Stage one undertaken – stage two not required  
For advice please contact Principal Policy Officer (Equalities) on Ext. 2441.
- Corporate Board's Recommendation:** to be completed after the Corporate Board meeting

# Executive Report

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## 1. Introduction

1.1 The Resource Management Select Committee requested an update and/or further information on the following;

- (1) The specification for the new Maintenance Term Contract (MTC); the specification to include clear requirements regarding individual invoicing for school projects.

## 2. Maintenance Term Contract Update

2.1 The specification is sufficiently complete to enable the contract to be advertised under OJEU regulations and was accordingly published on 20<sup>th</sup> October 2010. Expressions of interest (Pre-Qualification Questionnaire's) from companies were returned on 19<sup>th</sup> November 2010.

2.2 In relation to the M&E package 21 companies expressed interest by returning their Pre-Qualification Questionnaires (PQQ's) Submissions. Of these, 7 failed to return a technical questionnaire and consequently, all of these companies were disqualified from the evaluation process. Following the evaluation process 13 companies will be invited to tender subject to final financial and legal checks.

2.3 In relation to the building fabric package 12 companies submitted their PQQ forms, 3 of these failed to respond to the technical questionnaire and consequently were disqualified from the evaluation process. Following the evaluation process 7 companies will be invited to tender subject to final financial and legal checks.

2.4 A copy of the specification is attached in Appendix A. The specification includes a requirement for individual invoicing of jobs undertaken. To a large extent this will be a matter of course as different contractors will be undertaking the jobs. This was of particular interest to the Committee.

## 3. Recommendation

3.1 That Members note the report.

## Appendices

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Appendix A - MTC contract specification

Appendix B – Programme timeline

## Consultees

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**Local Stakeholders:** Cllrs:

Keith Chopping, Portfolio Member for Property

Barbara Alexander, Portfolio Member for Education

**Officers Consulted:** Andy Green, Maintenance Manager, Property and Public Protection  
Mark Lewis, Education Assets Manager, Children and Young People

**Trade Union:** n/a

**DRAFT**



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***West Berkshire Council  
Maintenance Term Contract – Building Fabric  
Works***

***HUB10WB009***

***Preliminaries, General Conditions and Schedule of  
Work***

*For use with JCT Measured Term Contract 2006 revision 2 2009*

---



Hub Professional Services  
Caversham House  
13 - 17 Church Road,  
Caversham,  
READING  
Berkshire  
RG4 7AA  
0118 918 7830

December 2010

Document Control	
Document Name:	West Berkshire Council Maintenance Term Contract – Building Fabric Works, <i>Preliminaries and General Conditions for JCT Measured Term Contract 2006</i> <i>(revision 2 2009)</i>
Date:	9 <sup>th</sup> December 2010
Version:	FINAL
Author:	Peter Archbold [peter.archbold@hubps.co.uk]
Checked by:	

<b>Contractor's Name:</b>	..... .....
<b>Signature</b>	..... .....
<b>Date:</b>	..... .....

**Project Summary**

HUB10WB009

**Project Title** Maintenance Term Contract - Building Fabric Works

**Description**

**Client** West Berkshire Council

Reviews (including design reviews) carried out by author and line/project manager:

Discipline	Name and Qualification	Signed	Date
Commercial Operations Manager	Martin Fell		
Quantity Surveyor	Peter Archbold		

West Berkshire Council

Maintenance Term Contract – Building Fabric Works

Preliminaries, General Conditions and Schedule of Works

Multiple Locations Listed in Annex A

09/12/2010

The documents and services relating to this contract have been produced and checked in accordance with the requirements of our Quality Management System.

Signed:

Project Manager

Name:

Date:

## CONTENTS PAGE

Ref	Item
<b>A10</b>	<b>PROJECT PARTICULARS</b>
<b>A12</b>	<b>THE SITE / EXISTING BUILDINGS</b>
<b>A13</b>	<b>DESCRIPTION OF THE WORKS</b>
<b>A20</b>	<b>THE CONTRACT</b>
<b>A30</b>	<b>TENDERING / SUBLETTING / SUPPLY</b>
<b>A32</b>	<b>MANAGEMENT OF THE WORKS</b>
<b>A33</b>	<b>QUALITY STANDARDS / CONTROL</b>
<b>A34</b>	<b>SECURITY / SAFETY / PROTECTION / RESTRICTIONS</b>
<b>A35</b>	<b>SPECIFIC LIMITATIONS ON METHOD / SEQUENCE / TIMING</b>
<b>A36</b>	<b>FACILITIES / TEMPORARY WORKS / SERVICES</b>

## ANNEXES / APPENDICES / ENCLOSURES

### Annexes

Annex A:	The Sites
Annex B:	Planned Maintenance – Schedule of Works
Annex C:	Reactive Maintenance – Schedule of Adjustment Percentages
Annex D:	Schedule of Hourly Charges
Annex E:	BMI Indices - Historical Data
Annex F:	Works Specification – Planned Maintenance Works
Annex G:	Works Specification – Reactive Maintenance Works
Annex H:	Resource and Ability Questions



**PRELIMINARIES AND GENERAL CONDITIONS**

<b>A10</b>	<b>WORKS PARTICULARS</b>	<b>CONTRACT CLAUSE</b>	<b>DESCRIPTION</b>
110	THE WORKS		Name: Maintenance Term Contract Nature: Building Fabric Works Location: Refer to Section D – The Sites Contract Duration: Three years
120	EMPLOYER		West Berkshire Council Market Street Newbury RG14 5LD
130	THE PRINCIPAL CONTRACTOR		The Contractor
140	CONTRACT ADMINISTRATOR (hereinafter referred to as 'CA')		West Berkshire Council Market Street Newbury RG14 5LD
150	CDM CO-ORDINATOR		As appointed by the Employer pursuant to regulation 14 (1) of those regulations.
160	QUANTITY SURVEYOR		West Berkshire Council Market Street Newbury RG14 5LD
191A	CONTRACTORS SAFETY OFFICER		The Contractor will be required to provide the name of a competent person as a Safety Officer for the works to whom all matters appertaining to Health and Safety may be addressed and who shall be available by telephone 24 hours per day.

<b>A12</b>	<b>THE SITE / EXISTING BUILDING</b>	<b>CONTRACT CLAUSE</b>	<b>DESCRIPTION</b>
110	THE SITE		Refer to Annex A – The Sites. The sites may be occupied and in use throughout the duration of the contract.
115	THE EXISTING BUILDING (S)		The sites vary in nature and are listed in Annex A. Many of the sites will be occupied and in use throughout the duration of the contract.
140	EXISTING MAINS / SERVICES		Drawings: None available
185	HEALTH AND SAFETY FILE		'Health and Safety Files' for the sites are available for inspection by appointment during normal office hours from the CDM Co-ordinator (see A10/150)
200	ACCESS TO SITE		To be arranged with the relevant Responsible Person for the particular site as listed in Annex A.

<b>A12</b>	<b>THE SITE / EXISTING BUILDING</b>	<b>CONTRACT CLAUSE</b>	<b>DESCRIPTION</b>
210	PARKING		Parking may be limited on the sites, and contractors will be expected to liaise with the relevant Responsible Person as listed in Annex A to avoid obstruction.
220	USE OF THE SITE		Do not use the site for any purpose other than carrying out the Works. Do not display or permit advertisements to be displayed on site without consent of the CA.
240	RISK TO HEALTH AND SAFETY		The nature and condition of the sites/buildings cannot be fully and certainly ascertained before they are opened up.  Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.
<b>A13</b>	<b>DESCRIPTION OF THE WORK</b>	<b>CONTRACT CLAUSE</b>	<b>DESCRIPTION</b>
120	THE WORK		Building Fabric Works – Planned and Reactive Maintenance.

<b>A20</b>	<b>THE CONTRACT</b>	<b>CONTRACT CLAUSE</b>	<b>DESCRIPTION</b>
<b>A20</b>	<b>THE CONTRACT</b>		<b>JCT Measured Term Contract</b> <b>The Contract: JCT Measured Term Contract 2006, Revision 2 2009</b> <b>Requirement: Allow for the obligations, liabilities and services described therein against the headings following:</b>
	<b>THE RECITALS</b>		<b>First - THE CONTRACT AREA</b> The sites listed in Annex A.  <b>Second, Third, Fourth, Fifth and Sixth</b> Amendments: None

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
	THE ARTICLES		<p><b>1 and 2 - CONTRACTOR'S OBLIGATIONS / PAYMENT</b> Amendments: None</p> <p><b>3 - CONTRACT ADMINISTRATOR</b> Contract Administrator: See clause A10/140.</p> <p><b>4 and 5 - CDM COORDINATOR/ PRINCIPAL CONTRACTOR</b> CDM Coordinator: See clause A10/150. Principal Contractor: See clause A10/130.</p> <p><b>6 and 7 – ADJUDICATION AND ARBITRATION LEGAL PROCEEDINGS</b> Article 7 does not apply.</p> <p><b>8 - LEGAL PROCEEDINGS</b> Delete the words “and (where it applies) to Article 7”.</p> <p>At the end of Article 8 add “and a court or judge thereof shall have jurisdiction to open up, review and revise any decision or opinion or certificate under the Contract. Any reference in the Contract to Arbitration or to an Arbitrator shall be deleted and substituted with a reference to the English courts or a judge thereof.”</p> <p><b>9 - The following new article should be inserted</b></p> <p>“9.1 The Contractor is deemed to have satisfied himself fully regarding all the conditions under which the Works are to be carried out.</p> <p>9.2 The Contractor is deemed to have satisfied himself to the extent and accuracy if any report provided by the Employer. The Contractor shall make any necessary allowances to execute the Works and no failure on the part of the Contractor to discover or foresee such circumstances, where the same ought to reasonably have been discovered or foreseen by a competent and careful Contractor, shall entitle the Contractor to any extension of time or loss and/or expense.</p> <p>9.3 The Employer makes no representation or warranty as to the accuracy or completeness of any such report and shall have no liability arising out of or in relation to any representation or statement, whether negligently or otherwise made, contained therein.”</p>
	CONTRACT PARTICULARS		<p><b>First Recital – PROPERTIES AND DESCRIPTION OF THE TYPES OF WORK</b></p> <p><b>1.1:</b> As listed in Annex A</p> <p><b>1.2:</b> Building Fabric Works. Reactive and Planned maintenance.</p>

Preliminaries, General Conditions and Schedule of Work for JCT MTC 2006

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
			<p><b>Sixth Recital and Schedule – SUPPLEMENTAL PROVISIONS</b>  Collaborative Working: applies  Health and Safety: applies  Cost Savings and Value Improvements: applies  Sustainable Development: applies  Performance Indicators and Monitoring: applies  Notification and Negotiation of Disputes: applies  Employer’s nominee: tba</p> <hr/> <hr/> <hr/> <hr/> <p>Contractor’s nominee: <b>(to be inserted below by Tenderer)</b></p> <hr/> <hr/> <hr/>
		2.4	<p><b>Article 1 and clause 7.1</b>  The Contract Period will be 3 years commencing on 1<sup>st</sup> April 2011.</p> <p><b>Article 7</b>  Article 7 and clauses 9.3 to 9.8 do not apply.</p>
		2.4	<p><b>MINIMUM VALUE OF ANY ORDER TO BE ISSUED</b>  £40</p>
		2.4	<p><b>MAXIMUM VALUE OF ANY ORDER TO BE ISSUED</b>  £50,000</p>
		2.5	<p><b>APPROXIMATE ANTICIPATED VALUE</b>  £300,000 – per annum</p>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		2.6	<p><b>ORDERS – PRIORITY CODING</b></p> <p>A: Attended in 30 minutes            B: Attended in 2 hours            C: Attended in 4 hours            D: Attended in 12 hours            E: Attended in 24 hours            F: Attended &amp; completed in 24 hours            G: Attended &amp; completed in 48 hours            H: Attended &amp; completed in 72 hours            I: Attended &amp; completed in 5 days            J: Attended &amp; completed in 7 days            K: Attended &amp; completed in 28 days            L: Attended &amp; completed in 14 days            M: Attended in 1 hour            N: Attended &amp; made safe in 4 hours            O: Attended in 48 hours, over weekend (Thursday)            P: Attended in 48 hours, over weekend (Friday)</p>
		4.2	<p><b>CONSTRUCTION INDUSTRY SCHEME (CIS)</b></p> <p>The Employer is not a ‘contractor’ for the purposes of the CIS.</p>
		4.3.1	<p><b>PROGRESS PAYMENTS</b></p> <p>Estimated value of an Order above which progress payments can be applied for £2,500.00.</p>
		5.2	<p><b>RESPONSIBILITY FOR MEASUREMENT AND VALUATION</b></p> <p>The Contractor shall measure and value all Orders.</p>
		5.3 & 5.6.2	<p><b>SCHEDULE OF RATES</b></p> <p>The Schedule of Rates for planned maintenance works is in Annex B.</p> <p>The Schedule of Rates for reactive maintenance works is the PSA Building Schedule of Rates 2009 subject to the adjustment percentages in Annex C.</p>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION						
		5.6.1	<p><b>RATES – FLUCTUATIONS</b>            Clause 5.6.1 does not apply</p> <p>The basis and dates of revision is as follows:</p> <table border="1" data-bbox="655 461 1445 913"> <thead> <tr> <th data-bbox="655 461 1050 533">Date from which revision applies</th> <th data-bbox="1050 461 1445 533">Basis of revision</th> </tr> </thead> <tbody> <tr> <td data-bbox="655 533 1050 723">1<sup>st</sup> April 2012</td> <td data-bbox="1050 533 1445 723">The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2011 and January 2012.</td> </tr> <tr> <td data-bbox="655 723 1050 913">1<sup>st</sup> April 2013</td> <td data-bbox="1050 723 1445 913">The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2012 and January 2013.</td> </tr> </tbody> </table> <p><i>[The BMI All-in Maintenance Services Cost Index - is available from the BCIS (Building Cost Information Service). For information only, a copy of the annual percentage changes between January 2000 and January 2010 is attached in Annex E]</i></p>	Date from which revision applies	Basis of revision	1 <sup>st</sup> April 2012	The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2011 and January 2012.	1 <sup>st</sup> April 2013	The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2012 and January 2013.
Date from which revision applies	Basis of revision								
1 <sup>st</sup> April 2012	The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2011 and January 2012.								
1 <sup>st</sup> April 2013	The percentage change in the BMI (Building Maintenance Information) All-in Maintenance Services Cost Index between January 2012 and January 2013.								
		5.4 & 5.6.4	<p><b>DAYWORK – VALUATION – PERCENTAGE ADDITIONS</b></p> <p><u>To be inserted below by tenderer.</u></p> <p>Overheads and profit on Materials _____ per cent</p> <p>Overheads and profit on Plant, _____ per cent            Services and Consumable Stores</p> <p>Overheads and profit on Subcontractors _____ per cent.</p>						
		5.6.3	<p><b>REVISION OF SCHEDULE OF HOURLY CHARGES</b>            Clause 5.6.3 does not apply.</p>						
		5.7	<p><b>OVERTIME WORK</b>            Clause 5.7 does not apply.</p>						

Preliminaries, General Conditions and Schedule of Work for JCT MTC 2006

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		6.4.1.2, 6.9 & 6.11	<p><b>INSURANCES</b></p> <p><b><u>To be inserted below by tenderer.</u></b></p> <p>Insurance cover for any one occurrence or series of occurrences rising out of one event.</p> <p>£ _____</p> <p>Percentage to cover professional fees _____ per cent</p> <p>Annual _____ renewal _____ date _____ of insurance _____</p>
		7.1	<p><b>BREAK PROVISIONS – EMPLOYER OR CONTRACTOR</b></p> <p>Amendments: None</p>
		9.2, 9.3 and 9.4.1	<p><b>SETTLEMENT OF DISPUTES</b></p> <p>The Adjudicator is The Royal Institution of Chartered Surveyors.</p>
	<b>EXECUTION</b>		THE CONTRACT: Will be executed as a deed.
	<b>SCHEDULE</b>		
	<b>AMENDMENTS TO CONDITIONS</b>		
		1.1	<p>Delete the word and definition of “Arbitrator”</p> <p>In the definition of “Conditions” insert at the end of the definition: “, as amended by the Schedule of Amendments, which Schedule of Amendments shall take precedence over the printed standard form.”</p> <p>In the definition of Employer after “as Employer” add “or its successors, transferees and assigns”</p> <p>Insert in clause 1.1 new definitions in alphabetical order as follows:</p>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
			<p>“Confidential Information information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include commercially sensitive information, trade secrets, intellectual property rights, know-how of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1988; and</p> <p>the plans, drawings, designs, specifications and any other documentation whether paper based or in computer readable form relating to the Works such as plans, drawings, specifications and any other documentation contained in the Works Information and any variations thereto;”</p> <p>“Contractor’s Programme the Contractor’s written programme for the execution and completion of the Works showing the manner in which the sequence and the stages by which he will carry out and complete the Works as a whole and each section thereof, by the Order Completion Date, as approved by or on behalf of the Employer.”</p> <p>“DPA the Data Protection Act 1998”</p> <p>“Environmental Regulations the Environmental Regulations 2004”</p> <p>“FOIA the Freedom of Information Act 2000”</p> <p>“Information has the meaning given under section 84 of the Freedom of Information Act 2000.”</p> <p>“Parent Company Guarantee means a guarantee deed to be provided by the ultimate holding company of the Contractor (if it is a subsidiary company) to be executed by the Contractor and its ultimate holding company.”</p> <p>“Personal Data means personal data as defined in the DPA which is supplied by one party to the other pursuant to their Contract.”</p> <p>“Request for Information shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply.”</p>



A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
			"Schedule of Amendments means this schedule of amendments annexed to the Contract."
	<b>CARRYING OUT THE WORKS</b>	2.2.3	Add the following new clause 2.2.3 "Materials not to be used The Contractor undertakes, represents and warrants to the Employer that exercising all the reasonable skill, care and diligence of a competent and experienced contractor, that to the extent that it is obliged to select or approve substances or materials for use in the Works that no substances or materials generally known to be deleterious at the time of use and no other materials which are prohibited by the Employer (as previously notified by the Employer from time to time) or which do not comply with any applicable British Standard or European Standard or any applicable Code of Practice, shall be used by or on behalf of it (unless specifically instructed in writing to the contrary by the Employer)."
		2.13.1	The following new clause should be inserted "All copyright in all technical information drawings documents specifications work schedules details plans calculations or other materials of a like nature provided or to be provided by the Contractor in respect of the Works and all amendments and additions thereto (whether in existence or yet to be made) ("the Documents") shall remain vested in the Contractor and the Contractor hereby grants the Employer (insofar as the Contractor is legally able to do so) an irrevocable non-exclusive and royalty-free licence to use and reproduce and modify the Documents for the Works including (without limitation) the construction completion reconstruction modification alteration maintenance reinstatement repair use letting sale promotion and advertisement thereof provided that the Contractor shall have no liability in respect of any use of the Documents for purposes other than those for which the Documents were prepared."
		2.13.2	The following new clause should be inserted "The Contractor shall upon the written request of the Employer (but subject to reimbursement of the Contractor's reasonable photocopying charges) provide the Employer copies of the Documents and such other information in relation to the Works as the Contractor can reasonably supply."
		2.7	Add the following new clause 2.7 "The Contractor shall without charge provide the Employer with the Contractor's Programme, and within 14 days of any Variation under Section 5, provide the Employer with copies of any amendments and revisions to the Contractor's Programme to take into account any such Variations or decisions."
	<b>CONTROL OF THE WORKS</b>	3.2	At the end of clause 3.2 insert the following "The Contractor shall be responsible for the materials and workmanship of any portion of the Works sub-let, and shall indemnify the Employer against all claims, proceedings, costs and expenses arising from negligence on the part of the sub-contractors."
	<b>PAYMENT</b>	4.6.1	Delete "14" and substitute "30".

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		4.6.2	At the end of clause 4.6.2, insert the following “If the amount proposed to be paid by the Employer is the same as the balance stated due to the Contractor in the relevant certificate copy certificate given by the Contract Administrator to the Contractor shall be deemed to be written notice given by the Employer for the purposes of this clause 4.6.2.”
		4.6.6	The following new clause should be inserted “ <b>The Contractor shall, not later than 10 days before the final date for payment, deliver to the Employer separate VAT invoices relating to each individual Work Order for the amounts set out in the notice referred to in clause 4.6.2. Bulk invoices will not be accepted.</b> The Employer shall be entitled to withhold any payment in accordance with clause 4.6.3 if no VAT invoice has been issued.”
		4.6.7	The following new clause should be inserted “Prior to payment of any certificates, the Contractor shall, if requested by the Contract Administrator, satisfy him that any amount due to a subcontractor or a supplier of materials or goods for incorporation in the Works which is included in a previous progress payment or certificate has been paid.”
	<b>TERMINATION</b>	8.4.1.3	The following new sub clause should be inserted “either refuses or neglects to comply with a written notice by the Contract Administrator requiring him to remove defective work or improper materials or is in breach of any material term of the Contract.”
	<b>SETTLEMENT OF DISPUTES</b>	9.3	Delete and substitute “Any dispute shall be determined by legal proceedings pursuant to Article 8.”
		9.4	Delete
		9.5	Delete
		9.6	Delete
		9.7	Delete
		9.8	Delete
	<b>ADDITIONAL CONDITIONS</b>		
		A1	<b>DISCRIMINATION</b>
		A1.1	The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof.
		A1.2	The Contractor shall take all reasonable steps to secure the observance of clause A1.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A2	<b>DATA PROTECTION ACT</b>
		A2.1	The Contractor shall (and shall procure that any of its Staff involved in the provision of the Contract) comply with any notification requirements under the Data Protection Act 1998 (“DPA”) and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
		A2.2	Notwithstanding the general obligation in clause A2.1 where the Contractor is processing personal data (as defined by the DPA) the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
		A2.2.1	provide the Employer with such information as the Employer may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA.;
		A2.2.2	promptly notify the Employer of any breach of the security measures required to be put in place pursuant to clause A2.2; and
		A2.2.3	ensure it does not knowingly or negligently do or omit to do anything which places the Employer in breach of the Employer’s obligations under the DPA.
		A2.3	The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.
		A3	<b>PUBLICITY AND MEDIA</b>
		A3.1	Without prejudice to the Employer’s obligations under the FOIA, neither Party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other Party (such consent not to be unreasonably withheld or delayed).
		A3.2	Both Parties shall take all reasonable steps to ensure the observance of the provisions of clause A3.1 by all their servants, employees, agents, professional advisors and consultants. The Contractor shall take all reasonable steps to ensure the observance of the provisions of clause A3.1 by its sub-contractors.
		A4	<b>CONFIDENTIALITY</b>
		A4.1	Each Party:-
		A4.1.1	shall treat all Confidential Information belonging to the other party as confidential and safeguard it accordingly: and

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A4.1.2	shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract or except where formal disclosure is required for the purposes of business affairs including disclosure for audit, insurances and legal disclosure.
		A4.2	The Contractor shall, other than for any other formal disclosure required for the purposes of business affairs including disclosure for audit, insurances and legal disclosure, take all necessary precautions to ensure that all Confidential Information obtained from the Employer under or in connection with the Contract:
		A4.2.1	is given only to such of the staff and professional advisors or consultants or sub-contractors engaged to advise it in connection with the Contract as is strictly necessary for the performance of the contract and only to the extent necessary for the performance of the Contract;
		A4.2.2	is treated as confidential and not disclosed (without prior approval) or used by any staff or such professional advisors or consultants otherwise than for the purposes of the Contract.
		A4.3	The Contractor shall ensure that staff or its professional advisors or consultants or sub-contractors are aware of the Contractor's confidentiality obligations under the Contract.
		A4.4	The Contractor shall not use any Confidential Information it receives from the Employer other than for the purposes of the Contract except where formal disclosure is required for the purposes of business affairs including disclosure for audit, insurances and legal disclosure.
		A4.5	The provisions of clauses A4.1 to A4.4 shall not apply to any Confidential Information received by one Party from the other:
		A4.5.1	which is or becomes public knowledge (otherwise than by breach of this clause);
		A4.5.2	which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
		A4.5.3	which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
		A4.5.4	is independently developed without access to the Confidential Information; or
		A4.5.5	which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause A5.
		A4.6	Nothing in this clause shall prevent the Employer:
		A4.6.1	Disclosing any Confidential Information for the purpose of:
			.1 the examination and certification of the Employer's accounts; or .2 any examination pursuant to Sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Employer has used its resources; or

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A4.6.2	<p>disclosing any Confidential Information obtained from the Contractor:</p> <p>.1 to any government department. All government departments or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any contracting authority; or</p> <p>.2 to any person engaged in providing any services to the Employer for any purpose relating to or ancillary to the Contract;</p> <p>provided that in disclosing information under sub-clause A.4.6.2 the Employer discloses only the information which is necessary for the purpose concerned and requires that the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.</p>
		A4.7	<p>Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of intellectual property rights.</p>
		A4.8	<p>In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Contract, the Contractor undertakes to maintain security systems approved by the Employer.</p>
		A4.9	<p>The Contractor will immediately notify the Employer of any breach of security in relation to Confidential Information and all data obtained in the performance of the Contract and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the Employer in any investigation that the Employer considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.</p>
		A5	<p><b>FREEDOM OF INFORMATION</b></p>
		A5.1	<p>The Contractor acknowledges that the Employer is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Freedom of Information Regulations 2004 and shall assist and cooperate with the Employer (at the Contractor's expense) to enable the Employer to comply with these disclosure requirements.</p>
		A5.2	<p>The Contractor shall and procure that its sub-contractors shall:</p>
		A5.2.1	<p>transfer the Request for Information to the Employer as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;</p>
		A5.2.2	<p>provide the Employer with a copy of all information within its possession or power in the form that the Employer requires within five working days (or such other period as the Employer may specify) of the Employer requesting that Information; and</p>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A5.2.3	provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
		A5.3	The Employer shall be responsible for determining at its absolute discretion whether Information:
		A5.3.1	is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
		A5.3.2	is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Employer.
		A5.4	The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
		A5.4.1	without consulting with the Contractor, or
		A5.4.2	Following consultation with the Contractor and having taken its views into account.
		A5.5	The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Employer to inspect such records as requested from time to time.
		A6	<b>RECOVERY OF MONIES</b>
		A6.1	Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor such sum may be deducted from any sums then due or which any time thereafter may become due to the Contractor under the Contract or any other Contract with the Employer.
		A7	<b>SITE CONDITIONS</b>
		A7.1	The Employer gives no warranty or representation as to the condition of the site or any adjoining property or any services in or under the site and has not provided the Contractor with any information with respect to any soils or survey data or any other data contained in any other document and the Contractor has relied solely on data and surveys carried out by the Contractor.
		A7.2	The Contractor shall be deemed to have inspected, tested, investigated and ascertained fully, and shall accept full unconditional responsibility for, the ascertainment of the physical and other conditions of the site including without limitation the existing structures on site. The Contractor acknowledges that it has not been supplied with any surveys, reports or other documents on behalf of the Employer regarding the physical conditions. The Contractor shall not be entitled to any additional monies or to any extension of time for completion of the Works as a result of any such physical or other conditions.
		A8	<b>APPROVALS</b>

A20	THE CONTRACT	CONTRACT CLAUSE	DESCRIPTION
		A8.1	No inspection, testing, approval or review nor any omission to inspect, test, approve or review on the part of the Employer shall diminish any duty or liability hereunder of the Contractor,

A30	TENDERING / SUB-LETTING / SUPPLY	CONTRACT CLAUSE	DESCRIPTION
	<b>MAIN CONTRACT TENDERING</b>		
110	SCOPE		These conditions are supplementary to those stated in the invitation to tender and on the Form of Tender.
145A	TENDERING PROCEDURE		General: Comply with the provisions of JCT Practice Note 6 (Series 2) 'Main Contract Tendering'. Errors: Alternative 2 is to apply.
160A	EXCLUSIONS		If the Contractor cannot tender for any part(s) of the work as defined in the tender documents he must inform the CA as soon as possible, defining the relevant part(s) and stating the reasons for his inability to tender.
170	ACCEPTANCE OF TENDER		The Employer and his representatives: <ul style="list-style-type: none"> <li>• Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted.</li> <li>• Will not be responsible for any cost incurred in the preparation of any tender.</li> </ul>
190A	PERIOD OF VALIDITY		Tenders must remain open for acceptance (unless previously withdrawn) for not less than 12 weeks from the date fixed for the submission or lodgement of tenders.  Information on the date for possession/commencement is given in section A20.
	<b>PRICING / SUBMISSION OF DOCUMENTS</b>		
210	PRELIMINARIES IN THE SPECIFICATION		The Preliminaries/General conditions sections (A10-A55 inclusive) have been prepared in accordance with SMM7.
250	THE PRICED DOCUMENTS		Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected. Submit: With tender.
310	TENDER		General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
515A	ALTERNATIVE TIME TENDERS		The Tender must be based upon the date or period specified in section A20. Alternative Tenders based upon different dates for completion, or different periods, will NOT be considered.

A30	TENDERING / SUB-LETTING / SUPPLY	CONTRACT CLAUSE	DESCRIPTION
535	SUBSTITUTE PRODUCTS		If the Contractor wishes to substitute products of different manufacture to those specified, details must be submitted with the tender giving reasons for each proposed substitution. Substitutions which have not been notified at tender stage may not be considered. Substitutions sanctioned by the CA will be subject to the verification requirements of clause A31/200.
551A	HEALTH AND SAFETY INFORMATION		<p>A statement must be submitted with the tender describing the organisation and resources which the Contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of sub-contractors and of any person who may be affected by the Works, including:</p> <ul style="list-style-type: none"> <li>• A copy of the Contractor's health and safety policy document, including risk assessment procedures.</li> <li>• Accident and illness records for the past five years.</li> <li>• Records of previous Health and Safety Executive enforcement action.</li> <li>• Records of training and training policy.</li> <li>• The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.</li> </ul>

A32	MANAGEMENT OF THE WORKS	CONTRACT CLAUSE	DESCRIPTION
	<b>GENERALLY</b>		
110A	SUPERVISION		Accept responsibility for co-ordination, supervision and administration of the Works, including Health and Safety matters and all Sub-Contracts. Arrange and monitor a programme with each Sub-Contractor, Supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the works.
116A	INSTRUCTIONS		The Contractor must not accept Instructions from any persons in respect of the Works unless these instructions are given by, or are confirmed by the CA.
120	INSURANCES		Before starting work on site submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract.
130	INSURANCE CLAIMS		If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.
140	CLIMATIC CONDITIONS		<p>Keep an accurate record of:</p> <ul style="list-style-type: none"> <li>• Daily maximum and minimum air temperatures (including overnight).</li> <li>• Delays due to adverse weather, including description of the weather, type(s) of work affected and number of hours lost.</li> </ul>



A32	MANAGEMENT OF THE WORKS	CONTRACT CLAUSE	DESCRIPTION
150	OWNERSHIP		Materials arising from the alteration work are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds
	<b>PROGRAMME / PROGRESS</b>		
210	PROGRAMME		Master programme: Immediately when requested submit in an approved form a master programme for the Works: Submit two copies to the CA
250	MONITORING		Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works, put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.
260	SITE MEETINGS		The CA will hold regular meetings to review progress and other matters arising from the administration of the Contract with Health and Safety matters as a standing agenda item. Meetings will be held as and when required. Attend all meetings with the Contractor's Safety Officer and inform Sub-Contractors and Suppliers when their presence is required. The CA will chair the meetings and take and distribute minutes.
310	EXTENSIONS OF TIME		When a notice of the cause of any delay or likely delay in the progress of the Works is given under the Contract, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA: <ul style="list-style-type: none"> <li>• Relevant particulars of the expected effects, if appropriate related to the concurrent causes.</li> <li>• An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion.</li> </ul>
	<b>CONTROL OF COSTS</b>		
432	PROPOSED INSTRUCTIONS		If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days. The estimate must include: <ul style="list-style-type: none"> <li>• A detailed breakdown of the cost including any allowance for direct loss and expense.</li> <li>• Details of any additional resources which may be required.</li> <li>• Details of any adjustments which may have to be made to the programme for the Works.</li> <li>• Any other information as is reasonably necessary for the CA to fully assess the implications of issuing such an instruction.</li> </ul> Inform the CA immediately if it is not possible to comply with any of the above requirements.

A32	MANAGEMENT OF THE WORKS	CONTRACT CLAUSE	DESCRIPTION
440	MEASUREMENTS		Give reasonable notice to the Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured.
450	DAYWORK VOUCHERS		<p>Give reasonable notice to the CA of the commencement of any work for which daywork vouchers are to be submitted and deliver the vouchers for verification not later than the end of the week following that in which the work has been executed. Before being delivered to the CA, each voucher must be:</p> <ul style="list-style-type: none"> <li>• referenced to the instruction under which the work is authorised, and</li> <li>• signed by the Contractor's person in charge as evidence that the workmens' names, the time spent by each, the plant and materials shown are reasonable.</li> </ul>
460	INTERIM VALUATIONS		At least 7 days before the end of each established period for interim valuations submit to the Contract Administrator details of amounts due under the Contract together with all necessary supporting information.
	<b>KEY PERFORMANCE INDICATORS</b>		
510	REPORTS		<p>Issue monthly reports providing data on the following key performance indicators:</p> <ul style="list-style-type: none"> <li>• Total numbers of reactive work Orders per priority coding</li> <li>• Breakdown of reactive work Orders per priority coding showing total numbers of Orders achieved and total numbers failed.</li> <li>• Results from customer satisfaction forms with copies of responses appended.</li> </ul>
520	CUSTOMER SATISFACTION FORMS		Issue customer satisfaction forms on completion of each Order.
			<p>The customer satisfaction forms are to contain the following information:</p> <ul style="list-style-type: none"> <li>• The work location</li> <li>• A short description of the work</li> <li>• Job number</li> <li>• Space for comments</li> </ul>

A32	MANAGEMENT OF THE WORKS	CONTRACT CLAUSE	DESCRIPTION
			<p>The forms are to include the following questions:</p> <ul style="list-style-type: none"> <li>• Was your call to the helpdesk handled in a polite and professional manner?</li> <li>• Was the work completed within the specified timescale?</li> <li>• Was the engineer polite and helpful?</li> <li>• Did the engineer display an ID card?</li> <li>• Did the engineer tidy up on completion of the works?</li> <li>• On a scale of 1 to 5, how happy were you with the overall experience?</li> </ul>

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
	<b>STANDARD OF PRODUCTS AND EXECUTIONS</b>		
110	INCOMPLETE DOCUMENTATION		<p>General: Where and to the extent that products or work are not fully documented, they are to be:</p> <ul style="list-style-type: none"> <li>• Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.</li> <li>• Suitable for the purposes stated or reasonably to be inferred from the project documents.</li> </ul> <p>Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.</p>
120	WORKMANSHIP SKILLS		<p>Operatives: Appropriately skilled and experienced for the type and quality of work.</p> <p>Registration: With Construction Skills Certification Scheme.</p> <p>Evidence: Operatives must produce evidence of skills/ qualifications when requested.</p>
130	QUALITY OF PRODUCTS		<p>Generally: New. (Proposals for recycled products may be considered).</p> <p>Supply of each product: From the same source or manufacturer.</p> <p>Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.</p> <p>Tolerances: Where critical, measure a sufficient quantity to determine compliance.</p> <p>Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.</p>

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
135	QUALITY OF EXECUTION		<p>Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.</p> <p>Colour batching: Do not use different colour batches where they can be seen together.</p> <p>Dimensions: Check on-site dimensions.</p> <p>Finished work: Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.</p> <p>Location and fixing of products: Adjust joints open to view so they are even and regular.</p>
140	COMPLIANCE		<p>Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.</p> <p>Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:</p> <ul style="list-style-type: none"> <li>• Properties tested.</li> <li>• Pass/ fail criteria.</li> <li>• Test methods and procedures.</li> <li>• Test results.</li> <li>• Identity of testing agency.</li> <li>• Test dates and times.</li> <li>• Identities of witnesses.</li> <li>• Analysis of results.</li> </ul>
150	INSPECTIONS		<p>Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:</p> <ul style="list-style-type: none"> <li>• Date of inspection.</li> <li>• Part of the work inspected.</li> <li>• Respects or characteristics which are approved.</li> <li>• Extent and purpose of the approval.</li> <li>• Any associated conditions.</li> </ul>
160	RELATED WORK		<p>Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:</p> <ul style="list-style-type: none"> <li>• Appropriately complete.</li> <li>• In accordance with the project documents.</li> <li>• To a suitable standard.</li> <li>• In a suitable condition to receive the new work.</li> </ul> <p>Preparatory work: Ensure all necessary preparatory work has been carried out.</p>
170	MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS		<p>General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.</p> <p>Changes to recommendations or instructions: Submit details.</p> <p>Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.</p> <p>Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.</p>

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
180	WATER FOR THE WORKS		<p>Mains supply: Clean and uncontaminated.</p> <p>Other: Do not use until:</p> <ul style="list-style-type: none"> <li>Evidence of suitability is provided.</li> </ul> <p>Tested to BS EN 1008 if instructed.</p>
210	SAMPLES		<p>Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:</p> <ul style="list-style-type: none"> <li>To an express approval.</li> </ul> <p>To match a sample expressly approved as a standard for the purpose.</p>
220	APPROVAL OF PRODUCTS		<p>Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.</p> <p>Approval: Relates to a sample of the product and not to the product as used in the Works.</p> <p>Do not confirm orders or use the product until approval of the sample has been obtained.</p> <p>Complying sample: Retain in good, clean condition on site. Remove when no longer required.</p>
230	APPROVAL OF EXECUTION		<p>Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.</p> <p>Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.</p> <p>Complying sample: Retain in good, clean condition on site. Remove when no longer required.</p>
	<b>ACCURACY/ SETTING OUT GENERALLY</b>		
320	SETTING OUT		<p>General: Submit details of methods and equipment to be used in setting out the Works.</p> <p>Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.</p> <p>Inform: When complete and before commencing construction.</p>
330	APPEARANCE AND FIT		<p>Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:</p> <ul style="list-style-type: none"> <li>Submit proposals; or</li> <li>Arrange for inspection of appearance of relevant aspects of partially finished work.</li> </ul> <p>General tolerances (maximum): To BS 5606, tables 1 and 2.</p>
360	RECORD DRAWINGS		<p>Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.</p>
	<b>SERVICES GENERALLY</b>		
410	SERVICES REGULATIONS		<p>New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.</p>

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
420	WATER REGULATIONS/ BYELAWS NOTIFICATION		<p>Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.</p> <p>Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions</p>
430	WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE		<p>On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:</p> <ul style="list-style-type: none"> <li>• The address of the premises.</li> <li>• A brief description of the new installation and/ or work carried out to an existing installation.</li> <li>• The Contractor's name and address.</li> <li>• A statement that the installation complies with the relevant Water Regulations or Byelaws.</li> <li>• The name and signature of the individual responsible for checking compliance.</li> <li>• The date on which the installation was checked.</li> </ul>
445	SERVICE RUNS		<p>General: Provide adequate space and support for services, including unobstructed routes and fixings.</p> <p>Ducts, chases and holes: Form during construction rather than cut.</p> <p>Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.</p>
450	MECHANICAL AND ELECTRICAL SERVICES		<p>Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.</p> <p>Building Regulations notice: Copy to be lodged in Building Manual.</p>
	<b>SUPERVISION/ INSPECTION/ DEFECTIVE WORK</b>		
525	ACCESS		<p><b>Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.</b></p> <p><b>Designate: CA.</b></p>
530	OVERTIME WORKING		<p><b>Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done. Minimum period of notice: Two days.</b></p> <p><b>Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense</b></p>

A33	QUALITY STANDARDS/ CONTROL	CONTRACT CLAUSE	DESCRIPTION
540	DEFECTS IN EXISTING WORK		<p><b>Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.</b></p> <p><b>Documented remedial work: Do not execute work which may:</b></p> <ul style="list-style-type: none"> <li>• Hinder access to defective products or work; or</li> <li>• Be rendered abortive by remedial work.</li> </ul>
560	TESTS AND INSPECTIONS		<p><b>Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.</b></p> <p><b>Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.</b></p> <p><b>Records: Submit a copy of test certificates and retain copies on site.</b></p>
	<b>WORK AT OR AFTER COMPLETION</b>		
710	WORK BEFORE COMPLETION		<p>General: Make good all damage consequent upon the Works.</p> <p>Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.</p> <p>Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish, and surplus materials.</p> <p>Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.</p> <p>COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.</p> <p>Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.</p> <p>Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.</p>
720	SECURITY AT COMPLETION		<p>General: Leave the Works secure with, where appropriate, all accesses closed and locked.</p> <p>Keys: Account for and adequately label all keys and hand over to Employer with itemised</p>
730	MAKING GOOD DEFECTS		<p>Remedial work: Arrange access with CA.</p> <p>Rectification: Give reasonable notice for access to the various parts of the Works.</p> <p>Completion: Notify when remedial works have been completed.</p>

A34	SECURITY / SAFETY / PROTECTION / RESTRICTIONS	CONTRACT CLAUSE	DESCRIPTION
	SECURITY, HEALTH AND SAFETY		
150	SECURITY		<p>Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.</p> <p>Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.</p> <p>Special requirements: To be confirmed.</p>
160	STABILITY		<p>Responsibility: Maintain the stability and structural integrity of the Works during the Contract.</p> <p>Design loads: Obtain details, support as necessary and prevent overloading.</p>
170	OCCUPIED PREMISES		<p>Extent: Existing buildings will be occupied and/or used during the Contract</p> <p>Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.</p> <p>Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorised in advance.</p>
190	OCCUPIER'S RULES AND REGULATIONS		<p>Compliance: Conform to the occupier's rules and regulations affecting the site.</p> <p>Copies: Building Front Reception</p> <ul style="list-style-type: none"> <li>• Arrangements for inspection: On request</li> </ul>
200	MOBILE TELEPHONES		<p>Use: Not permitted in the following areas:</p> <p>To be advised by CA Prior to the commencement of works.</p>
210	EMPLOYER'S REPRESENTATIVE'S SITE VISITS		<p>Safety: Submit details in advance, of safety provisions and procedures (including those relating to materials which may be deleterious), which will require their compliance when visiting the site.</p> <p>Protective clothing and/or equipment: Provide on site for the Employer, the Employer's representatives and other visitors to the site.</p>
	PROTECT AGAINST THE FOLLOWING		



A34	SECURITY / SAFETY / PROTECTION / RESTRICTIONS	CONTRACT CLAUSE	DESCRIPTION
330A	NOISE CONTROL		<p>Standard: Comply generally with the recommendations of BS 5228-1, clause 9.3 to minimise noise levels during the execution of the Works.</p> <p>Noise levels from the Works: Maximum level 80 dB(A) when measured from 5 metres</p> <p>Equipments: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. Where possible electrically powered equipment shall be used instead of that driven by internal combustion engines.</p> <p>Restrictions: Do not use:</p> <ul style="list-style-type: none"> <li>• Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.</li> </ul>
340	POLLUTION		<p>Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.</p> <p>Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.</p>
350	PESTICIDES		Use: Not permitted.
360	NUISANCE		<p>Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.</p> <p>Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads</p>
370	ASBESTOS BASED MATERIALS		<p>Duty: Report immediately any suspected asbestos based materials discovered during execution of the works.</p> <ul style="list-style-type: none"> <li>• Do not disturb.</li> <li>• Agree methods for safe removal or encapsulation.</li> </ul>
380	FIRE PREVENTION		<p>Duty: Prevent personal injury, death, and damage to the Works or other property from fire.</p> <p>Standard: Comply with the Joint Code of Practice "Fire Prevention on Construction Sites" published by the Construction Confederation and the Fire Protection Association (The 'Joint Fire Code') and the Hot Work Away Condition attached at Appendix B.</p>
390	SMOKING ON SITE		Smoking on site: Not permitted.
400	BURNING ON SITE		Burning on site: Not permitted.

A34	SECURITY / SAFETY / PROTECTION / RESTRICTIONS	CONTRACT CLAUSE	DESCRIPTION
406A	FIRE PREVENTION: CONTRACTS FOR MAINTENANCE, ADAPTATION OR EXTENSION TO EXISTING BUILDINGS		Before any works of maintenance, adaptation or extension to existing buildings are carried out, the Contractor is to discuss his proposals with the CA and/or the senior officer responsible for fire precautions to ensure that the extent of any fire hazards in the work are known fully to both the Contractor and the Senior Officer. The Contractor is to draw to the attention and fully impress upon all his workmen the dangers involved in the careless disposal of matches, cigarettes and tobacco ash. Fire escape routes are to be kept unobstructed and, if necessary, illuminated at all times. When work necessitates the use of naked flames in roof spaces, service voids and other similar locations having a high probability of fire, a portable fire extinguisher is to be readily available, with a fire watcher.
408A	EMERGENCY EVACUATIONS		The Contractor will be responsible for providing adequate sign and familiarisation training with regard to Primary and Secondary means of escape from the works in the event of an emergency including fire or Chemical Alerts and Bomb Scare.
409A	WATER		Prevent damage from storm and surface water (items for keeping the site and excavations free of water are given elsewhere).
410	MOISTURE		Wetness or dampness: Prevent where this may cause damage to the Works. Drying out: Control humidity and the application of heat to prevent: <ul style="list-style-type: none"> <li>• Blistering and failure of adhesion.</li> <li>• Damage due to trapped moisture.</li> <li>• Excessive movement.</li> </ul>
430			Includes: Rubbish, debris, spoil, containers and surplus material. Minimise: Keep the site and Works clean and tidy. Remove: Frequently and dispose off site in a safe and competent manner: <ul style="list-style-type: none"> <li>• Non-hazardous material: In a manner approved by the Waste Regulation Authority and in accordance with relevant regulations.</li> <li>• Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.</li> <li>• Documentation: Retain on site.</li> </ul> Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
	<b>PROTECT THE FOLLOWING</b>		
505A	WORK IN ALL SECTIONS		Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.
510	EXISTING SERVICES		Notice: Notify all service authorities, statutory undertakers and/or adjacent owners of proposed works not less than one week before commencing site operations.

A34	SECURITY / SAFETY / PROTECTION / RESTRICTIONS	CONTRACT CLAUSE	DESCRIPTION
			<p>Before starting work: Check and mark positions of mains/services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.</p> <p>Work adjacent to services:</p> <ul style="list-style-type: none"> <li>• Comply with service authorities'/statutory undertakers' recommendations.</li> <li>• Adequately protect and prevent damage to services: do not interfere with their operation without consent of service authorities/statutory undertakers or other owners.</li> </ul> <p>Identifying services:</p> <ul style="list-style-type: none"> <li>• Below ground use signboards giving type and depth; overhead use headroom markers.</li> <li>• If disturbed during site operations replace marker tapes or protective covers to the service authority's/statutory undertaker's recommendations.</li> </ul> <p>Damage to services: If any results from execution of the Works:</p> <ul style="list-style-type: none"> <li>• Immediately give notice and notify appropriate service authority/statutory undertaker.</li> <li>• Make arrangements for works to be made good without delay to the satisfaction of the service authority/statutory undertaker or other owner as appropriate.</li> <li>• Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.</li> </ul>
520	ROADS AND FOOTPATHS		<p>Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.</p> <p>Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer.</p>
560	EXISTING FEATURES		<p>Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features which are to remain in position during the execution of the Works.</p>
570	EXISTING WORK		<p>Protection: Prevent damage to existing property undergoing alteration or extension.</p> <p>Removal: Minimum amount necessary.</p> <p>Replacement work: To match existing.</p>
575A	FINISHED ROOMS		<p>No rooms which are floored or finished shall be used as workshops, messrooms, and storage places or for any other purpose unless written permission is given by the CA.</p>

<b>A34</b>	<b>SECURITY / SAFETY / PROTECTION / RESTRICTIONS</b>	<b>CONTRACT CLAUSE</b>	<b>DESCRIPTION</b>
580	BUILDING INTERIORS		Protection: Prevent exposure to weather during the course of alteration work permitting execution to proceed.
600	EXISTING FURNITURE, FITTINGS AND EQUIPMENT		Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinststate in original positions.
621	ADJOINING PROPERTY		<p>Precautions: Prevent trespass of Workpeople and damage to adjoining property.</p> <p>Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property:</p> <ul style="list-style-type: none"> <li>• Pay all charges.</li> <li>• Remove and make good on completion or when directed.</li> </ul> <p>Damage: Bear cost of repairing damage arising from execution of the Works.</p>
630	EXISTING STRUCTURES		<p>Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.</p> <p>Supports: During execution of the Works:</p> <ul style="list-style-type: none"> <li>• Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.</li> <li>• Do not remove until new work is strong enough to support existing structure.</li> <li>• Prevent overstressing of completed work when removing supports.</li> </ul> <p>Adjacent structures: Monitor and immediately report excessive movement.</p> <p>Standard: Comply with BS 5975</p>

<b>A35</b>	<b>SPECIFIC LIMITATIONS ON METHODS / SEQUENCE / TIMING</b>	<b>CONTRACT CLAUSE</b>	<b>DESCRIPTION</b>
110	SCOPE		The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.
140	ACCESS TO SITE		See section A12
150	USE OF THE SITE		See section A12

A35	SPECIFIC LIMITATIONS ON METHODS / SEQUENCE / TIMING	CONTRACT CLAUSE	DESCRIPTION
155	SCAFFOLDING		Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all sub-contractors.
160A	WORKING AREA		Working area for the Contractor: will be confined to The Contractor will have access to all areas of the building in order to carry out the Works; however the Contractor will be confined to designated areas for set periods of the Works and a programme of the Works will be agreed with the CA before commencing on Site.
190	WORKING HOURS		08:00-17:00 hrs daily

A36	FACILITIES / TEMPORARY WORK / SERVICES	CONTRACT CLAUSE	DESCRIPTION
	<b>GENERALLY</b>		
110	LOCATIONS		Inform CA of the intended siting of all spoil heaps, temporary works and services.
140A	SAFETY STANDARDS		To safeguard against fire, the Contractor and Sub-Contractors must comply with all Statutory Requirements, Regulations and Codes of Practice.
	<b>SITE ACCOMMODATION</b>		
230	TEMPORARY ACCOMMODATION		<p>Where accommodation is made available by the Employer it may be used without charge provided that:</p> <ul style="list-style-type: none"> <li>• It is used solely for the purposes of carrying out the Works.</li> <li>• The use to which it is put does not involve undue risk of damage.</li> <li>• Any temporary adaptations are approved by or on behalf of the Employer before being carried out.</li> <li>• It is vacated on completion of the Works or determination of the Contract</li> <li>• When vacated, its condition is at least equivalent to its condition at the start of the Contract.</li> </ul> <p>The accommodation/ land: To be confirmed Available services: Mains electricity and water</p>
261	SANITARY ACCOMMODATION		Availability of sanitary accommodation will differ from site to site Liaise with relevant responsible person as listed in Annex A.
	<b>TEMPORARY WORK</b>		

A36	FACILITIES / TEMPORARY WORK / SERVICES	CONTRA CT CLAUSE	DESCRIPTION
312A	TEMPORARY OPENINGS FOR ACCESS		Obtain approval of proposals from CA before starting work.
340	NAME BOARDS/ ADVERTISEMENTS		Name boards/ advertisements: Not permitted.
	<b>SERVICES AND FACILITIES</b>		
431	WATER		For the works will be supplied free of cost to the Contractor. Position of supply: To be confirmed.
570	PERSONAL PROTECTIVE EQUIPMENT		<p>General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:</p> <ul style="list-style-type: none"> <li>• Safety helmets to BS EN 397, neither damaged nor time expired. Number required: <b>Sufficient for each site operative</b></li> <li>• High visibility waistcoats to BS EN 471 Class 2. Number required: <b>Sufficient for each site operative</b></li> <li>• Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: <b>Sufficient for each site operative</b></li> <li>• Disposable respirators to BS EN 149.FFP1S.</li> <li>• Eye protection to BS EN 166.</li> <li>• Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2</li> </ul> <p>Hand protection - to BS EN 388, 407, 420 or 511 as appropriate</p>

## Annex A List of sites

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
Adventure Dolphin-Beale Park	Kevin Dennis	01189 843162	<a href="mailto:kdennis@westberks.gov.uk">kdennis@westberks.gov.uk</a>	Beale Park	Lower Basildon	Reading	RG8 7NH	Activity Centre
Aldermaston Primary School	Barbara M Barke	01189 713362	<a href="mailto:bbarke@westberks.org">bbarke@westberks.org</a>	Wasing Lane		Aldermaston	RG7 4LX	School-Primary
Aldermaston Public Conveniences	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	The Wharf	Aldermaston	Reading	RG7 5NX	Public Conveniences
Ampere Road Site	John Ashworth	01635 42400	<a href="mailto:jashworth@westberks.gov.uk">jashworth@westberks.gov.uk</a>	Ampere Road	Newbury	Reading		Miscellaneous
Badgers Hill PRU	Diane McDonnell	01189 416636	<a href="mailto:dmcdonnell@westberks.org">dmcdonnell@westberks.org</a>	22 Highview	Calcot Road	Reading	RG31 4XD	School-PRU Education Unit
Basildon Ce (controlled) Primary School	Paul Field	01491 671445		Beckfords	Upper Basildon	Newbury	RG8 8PD	School-Primary
Beansheaf Changing Rooms/Public Toilets	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	Beansheaf Community Centre	Calcot	Reading		Leisure - Sport
Beansheaf The Garage	Maryanne Thomas	01189 302980	<a href="mailto:Mnthomas@westberks.gov.uk">Mnthomas@westberks.gov.uk</a>	Beansheaf Community Centre	Calcot	Reading		Youth Centre
Beedon CE (controlled) Primary School	Alison O'Halloran	01635 248284		Stanmore Road	Beedon	Newbury	RG20 8SL	School-Primary
Beenham C Primary School	Sue Butcher	01189 713397	<a href="mailto:sbutcher@westberks.org">sbutcher@westberks.org</a>	Back Lane	Beenham	Reading	RG7 5NN	School-Primary
Birch Copse Primary School	John Micklewhite	01189 427442	<a href="mailto:jmicklewhite@westberk.org">jmicklewhite@westberk.org</a>	Wittenham Avenue	Tilehurst	Reading	RG31 5LN	School-Primary
Bone Lane	Mike Brook	01635 519580	<a href="mailto:mbrook@westberks.gov.uk">mbrook@westberks.gov.uk</a>	Unit 3 Bone Lane		Newbury		Library
Bradfield CE (aided) Primary School	Andy How	01189 744304	<a href="mailto:ahow@westberks.org">ahow@westberks.org</a>	Cock Lane	Bradfield Southend	Reading	RG7 6HR	School-Primary
Bridgeway Pupil Referral Unit Pru	Bill Woodhart	01635 49397	<a href="mailto:bwoodhart@westberks.org">bwoodhart@westberks.org</a>	Newtown Road	88	Newbury	RG14 7BQ	School-PRU Education Unit
Brightwalton CE (aided) Primary School	Mrs S Ball	01488 638337	-	Common Lane	Brightwalton	Newbury	RG20 7BN	School-Primary
Brimpton Ce (aided) Primary School	Mrs M A Wheeler	01189 712311	<a href="mailto:mwheeler@westberks.org">mwheeler@westberks.org</a>	Brimpton Lane	Brimpton	Reading	RG7 4TL	School-Primary
Brookfields School	Mrs J Headland	01189 421382	-	Sage Road	Tilehurst	Reading	RG316S W	School-Special
Bucklebury CE Primary School	Pippa Rowe	01635 862965	<a href="mailto:prowe@westberks.org">prowe@westberks.org</a>	Blacklands Road	Upper Bucklebury	Newbury	RG7 6QP	School-Primary
Building 150 - New Greenham Park	Steph Gillett	01635 519532	<a href="mailto:sgillett@westberks.gov.uk">sgillett@westberks.gov.uk</a>	Burys Bank Road	Greenham	Newbury		Miscellaneous
Building 616 - New Greenham Park	Paul Hendry	01625 42400	<a href="mailto:phendry@westberks.gov.uk">phendry@westberks.gov.uk</a>	Burys Bank Road	Greenham	Newbury		Miscellaneous

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
Burghfield Common Library	Jane Taylor	01189 833632	<a href="mailto:jtaylor@westberks.gov.uk">jtaylor@westberks.gov.uk</a>	School Lane	Burghfield Common	Reading	RG7 3JZ	Library
Burghfield St Marys School	Anthony Gallagher	01189 832957	-	Theale Road	Burghfield	Reading	RG30 3TX	School-Primary
Calcot Infant School	Janet Jarvis	01189 418189	<a href="mailto:jarvis@westberks.org">jarvis@westberks.org</a>	Curtis Road	Calcot	Reading	RG31 4XG	School-Primary
Calcot Junior School	Linda McCulloch-Smith	01189 428727	<a href="mailto:lmcculloch-smith@westberks.org">lmcculloch-smith@westberks.org</a>	Curtis Road	Calcot	Reading	RG31 4XG	School-Primary
Castlegate	Rachael Palin	01635 43778		Love Lane	Donnington	Newbury	RG14 2JG	Residential
Chaddleworth St Andrew's CE (controlled) Primary	Remus Sawyer	01488 638261	<a href="mailto:rsawyer@westberks.org">rsawyer@westberks.org</a>		Chaddleworth	Newbury	RG20 7DT	School-Primary
Chestnut Walk	Sue Brakespear	01488 683263		15 Chestnut walk		Hungerford		Day Centre
Chieveley Primary School	Linda Wood	01635 248281	-	School Road	Chieveley	Newbury	RG20 8TY	School-Primary
Cold Ash St Marks Ce Primary School	Sue Plackett	01635 862600	<a href="mailto:splackett@westberks.org">splackett@westberks.org</a>	Cold Ash Hill	Cold Ash	Thatcham	RG18 9PT	School-Primary
Compton Ce Primary School	Gill Leishman	01635 578240	<a href="mailto:glishman@westberks.org">glishman@westberks.org</a>	School Road	Compton	Newbury	RG20 6QU	School-Primary
Corn Exchange	Guy Dickens	01635 582666	<a href="mailto:Guyd@cornexchangenew.co.uk">Guyd@cornexchangenew.co.uk</a>	Market Place		Newbury		Leisure - Arts
Cotswold Sport Centre	Fran Dickenson	01189 414690	<a href="mailto:cotswold@parkwood-leisure.co.uk">cotswold@parkwood-leisure.co.uk</a>	Downs Way	Tilehurst	Reading	RG31 6SL	Leisure - Sport
Council Offices Faraday Road	John Ashworth	01635 42400	<a href="mailto:jashworth@westberks.gov.uk">jashworth@westberks.gov.uk</a>	Faraday Road		Newbury	RG14 2AF	Office
Curridge Primary School	Marilyn Dollard	01635 200486	<a href="mailto:mdollard@westberks.org">mdollard@westberks.org</a>		Curridge	Thatcham	RG18 9DZ	School-Primary
Denefield School	Glyn Whiteford	01189 413458	<a href="mailto:gwhiteford@westberks.org">gwhiteford@westberks.org</a>	Long Lane	Tilehurst	Reading	RG31 6XY	School-Secondary
Downland Day Centre	Gwenan Paul	01635 578580		Burrel Road	Compton	Newbury	RG20 6NP	Day Centre
Downlands Sports Centre	Rose Metalli	01635 578866	<a href="mailto:rose.metalli@parkwood-leisure.co.uk">rose.metalli@parkwood-leisure.co.uk</a>	Manor Crescent	Compton	Newbury	RG20 6NU	Leisure - Sport
Downsway Primary School	Susan Cantwell	01189 421362	<a href="mailto:scantwell@westberks.org">scantwell@westberks.org</a>	Warbreck Drive	Tilehurst	Reading	RG31 6FE	School-Primary
Enborne Ce Primary School	Linda Fowler	01635 40569	<a href="mailto:lfowler@westberks.org">lfowler@westberks.org</a>		Enborne	Newbury	RG20 0JU	School-Primary
Englefield CE Aided Primary School	Lesley Hankin	01189 302337	<a href="mailto:lhankin@westberks.org">lhankin@westberks.org</a>	The Street	Englefield	Reading	RG7 5ER	School-Primary
Falkland C Primary School	Mr R Bowen	01635 44949	-	Andover Road		Newbury	RG14 6NU	School-Primary
Fir Tree C Primary School	Sue Pearson	01635 42129	<a href="mailto:spearson@westberks.org">spearson@westberks.org</a>	Fir Tree Lane		Newbury	RG14 2RA	School-Primary



**West Berkshire Council**  
**Maintenance Term Contract – Building Fabric Works**  
**Preliminaries, General Conditions and Schedule of Work for JCT MTC 2006**

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
Flat 1 Greenham House			-	Greenham Road		Newbury	RG14 7HS	Site decommission
Flat 1-10 136-138 Newtown Road	Helen Walters	1636 519364	<a href="mailto:hwalters@westberks.gov.uk">hwalters@westberks.gov.uk</a>	Newtown Road		Newbury	RG14 7BY	On lease to YMCA until Dec 09'
Flat 2 Greenham House			-	Greenham Road		Newbury	RG14 7HS	Site decommission
Flats 1-20 Taceham House			-			Thatcham	RG18 4LY	Site decommission and boarded up
Four Houses Corner Gypsy Site	Helen Walters	1639 519364	<a href="mailto:hwalters@westberks.gov.uk">hwalters@westberks.gov.uk</a>	Padworth Road	Burghfield Common	Reading	RG7 4QJ	Residential
Francis Baily Primary School	Barbara Hunter	01635 862188	<a href="mailto:bhunter@westberks.org">bhunter@westberks.org</a>	Skillman Drive		Thatcham	RG19 4GG	School-Primary
Garland Junior School	Sarah East	01189 832776	-	Clayhill Road	Burghfield Common	Reading	RG7 3HG	School-Primary
Greenfield House	Caroline Dibley	01189 419181		Highview	Calcot	Reading	RG31 4DX	Day Centre
Greenham Community Centre	Arthur Johnson	01635 522265		The Nightingales	Greenham	Newbury	RG14 7SZ	Community Buildings
Greenham House	Carolyn Waterhouse	01635 45274	<a href="mailto:cwaterhouse@westberks.gov.uk">cwaterhouse@westberks.gov.uk</a>	Greenham Road		Newbury	RG14 7HS	Office
Hampstead Norreys Ce (controlled) Primary School	Miss A Bulter	01635 201371	<a href="mailto:abulter@westberks.org">abulter@westberks.org</a>	Newbury Hill	Hampstead Norreys	Newbury	RG18 0TR	School-Primary
Henwick Worthy Sports Ground	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	Henwick Lane		Thatcham	RG18 3BN	Leisure - Sport
Hermitage Primary School	Peta Collicot	01635 200355	<a href="mailto:pcollicot@westberks.org">pcollicot@westberks.org</a>	Hampstead Norreys Road	Hermitage	Thatcham	RG18 9SA	School-Primary
Hungerford Day Centre	Richard Horton	01488 682601		Ramsbury Drive		Hungerford	RG17 0EE	Day Centre
Hungerford Leisure Centre	Ian Dickens	01488 683303		Priory Road		Hungerford	RG17 0AN	Leisure - Sport
Hungerford Library	Chantelle Baker	01488 682660	<a href="mailto:cbaker@westberks.gov.uk">cbaker@westberks.gov.uk</a>	Church Street		Hungerford	RG17 0JG	Library
Hungerford Nursery	Suzanne Taylor	01488 682628	<a href="mailto:staylor@westberks.org">staylor@westberks.org</a>	22	The Croft	Hungerford	RG170HY	School-Nursery
Hungerford Primary School	Karen Sawyer	01488 682230	<a href="mailto:ksawyer@westberks.org">ksawyer@westberks.org</a>	Fairview Road		Hungerford	RG17 0BT	School-Primary
Inkpen Primary School	Gerard Heaton	01488 668219	<a href="mailto:gheaton@westberks.org">gheaton@westberks.org</a>	Weavers Lane	Inkpen	Hungerford	RG17 9QE	School-Primary
John O Gaunt School	Neil Spurdell	01488 682400	<a href="mailto:lbartlett@westberks.org">lbartlett@westberks.org</a>	Priory Road		Hungerford	RG17 0AN	School-Secondary
John O Gaunt Youth and Community Centre	Ian Paine	01488 683692	<a href="mailto:lpaine@westberks.gov.uk">lpaine@westberks.gov.uk</a>	Priory Road		Hungerford	RG17 0AN	Youth Centre
John Rankin Infant School	Linda Valenti	01635 42376	<a href="mailto:lvalenti@westberks.org">lvalenti@westberks.org</a>	Garford Crescent		Newbury	RG14 6EX	School-Primary

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
John Rankin Junior School	Sue Brown	01635 42859	<a href="mailto:sbrown@westberks.org">sbrown@westberks.org</a>	Henshaw Crescent		Newbury	RG14 6ES	School-Primary
Kennet Leisure Centre	Keith Stuchbury	01635 871112	<a href="mailto:keith.stuchbury@parkwood-leisure.co.uk">keith.stuchbury@parkwood-leisure.co.uk</a>	Stoney Lane		Thatcham	RG19 4LJ	Leisure - Sport
Kennet Secondary School	Paul Dick	01635 862121	<a href="mailto:pdick@westberks.org">pdick@westberks.org</a>	Stoney Lane		Thatcham	RG19 4LL	School-Secondary
Kennet Valley Primary School	Kathryn Cockar	01189 414410	<a href="mailto:kcockar@westberks.org">kcockar@westberks.org</a>	Carters Rise	Calcot	Reading	RG31 7YT	School-Primary
Kingfisher Pupil Referral Unit/Moorside Community Centre	Linda Lay (Maternity) Maureen Philips Covering	01635 871558	<a href="mailto:llay@westberks.gov.uk">llay@westberks.gov.uk</a>	Urquhart Road	Kennet Heath	Thatcham	RG19 4RE	Youth Centre/PRU
Kintbury St Mary's Primary School	Tina Norton	01488 658336	<a href="mailto:tnorton@westberks.org">tnorton@westberks.org</a>	Gainsborough Avenue	Kintbury	Hungerford	RG17 9XN	School-Primary
Kintbury, Station Road Public Conveniences	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	Station Road	Kintbury	Hungerford		Public Conveniences
Lambourn Ce Primary School	Peter Shelton	01488 71479	<a href="mailto:pshelton@westberks.org">pshelton@westberks.org</a>	Greenways	Lambourn	Hungerford	RG17 8LJ	School-Primary
Lambourn Library	Jacqueline De Burgh	01488 71350	<a href="mailto:jdeburgh@westberks.gov.uk">jdeburgh@westberks.gov.uk</a>	High Street	Lambourn	Hungerford	RG17 8XL	Library
Lambourn Public Conveniences	Parish Council	01635 519553		Three Post Lane	Lambourn	Hungerford		Public Conveniences
Little Heath Comprehensive School	David Ramsden	01189 427337	<a href="mailto:dramsdn@westberks.org">dramsdn@westberks.org</a>	Little Heath Road	Tilehurst	Reading	RG31 5TY	School-Secondary
Long Lane Primary School	Mr P Thorne	01189 427187	-	Long Lane	Tilehurst	Reading	RG31 6YG	School-Primary
Market Street Council Offices	Nick Carter	01635 42400	<a href="mailto:ncarter@westberks.gov.uk">ncarter@westberks.gov.uk</a>	Market Street		Newbury	RG14 5LD	Office
Merchant House - 14-20 Oxford Road	Davy Pearson	01635 553600	<a href="mailto:DAPearson@westberks.gov.uk">DAPearson@westberks.gov.uk</a>	Oxford Road		Newbury	RG141PA	Youth Centre
Mortimer Library	Sandra Simmons	01189 332882	<a href="mailto:ssimmons@westberks.gov.uk">ssimmons@westberks.gov.uk</a>	27 Victoria Road	Mortimer	Reading	RG7 3SH	Library
Mortimer St John's Ce Infant School	Nicola Sumner	01189 332242	<a href="mailto:nsumner@westberks.org">nsumner@westberks.org</a>	West End Road	Mortimer Common	Reading	RG7 3SY	School-Primary
Mortimer St Mary's Ce Junior School	Roger Green	01189 332491	<a href="mailto:rgreen@westberks.org">rgreen@westberks.org</a>	The Street	Mortimer Common	Reading	RG7 3PB	School-Primary
Mrs Blands Infants School	Alison Lewis	01189 832332	-	Jordans Lane	Burghfield Common	Reading	RG7 3LP	School-Primary
Newbury Library	Sheila Ridley	01635 519961	<a href="mailto:sridley@westberks.gov.uk">sridley@westberks.gov.uk</a>	The Wharf		Newbury	RG14 5AU	Library
Newbury Museum	Steph Gillett	01635 519532	<a href="mailto:sgillett@westberks.gov.uk">sgillett@westberks.gov.uk</a>	Wharf Street		Newbury	RG14 5AS	Museum
Newbury Tourist Info Centre	Steph Gillett	01635 519532	<a href="mailto:sgillett@westberks.gov.uk">sgillett@westberks.gov.uk</a>	Wharf Street		Newbury	RG14 5AS	
Northcroft Leisure Centre	Thomas Bailey	01635	<a href="mailto:thomas.bailet@parkwood.leisure.co.u">thomas.bailet@parkwood.leisure.co.u</a>	Northcroft Lane		Newbury	RG14	Leisure - Sport

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
		31199 Ext: 209	<a href="#">k</a>				1RS	
Notrees Residential Care Home	Susan Goalby	01488 658332		10 High Street	Kintbury	Newbury	RG17 9TW	Residential Care
Open Play School (on Playing Field), Northcroft	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	Northcroft Lane	Northcroft	Newbury	RG14	Land
Pangbourne Library	Gaye Summer	01189 844117	<a href="mailto:gsummer@westberks.gov.uk">gsummer@westberks.gov.uk</a>	Reading Road	Pangbourne	Reading	RG8 7LY	Library
Pangbourne Primary School	Maureen Appleton	01189 842315	<a href="mailto:mappleton@westberks.org">mappleton@westberks.org</a>	Kennedy Drive	Pangbourne	Reading	RG8 7LB	School-Primary
Pangbourne Rivermeadow Public Conveniences	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	Rivermeadow	Pangbourne	Reading		Public Conveniences
Pangbourne Station Road Public Conveniences	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	Station Road	Pangbourne	Reading		Public Conveniences
Park House School	Derek Peale	01635 573911	<a href="mailto:dpeale@westberks.org">dpeale@westberks.org</a>	Andover Road		Newbury	RG14 6NQ	School-Secondary
Park Way Public Conveniences	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	Park Way		Newbury		Public Conveniences
Parsons Down Infant School	Janice Schofield	01635 862475	<a href="mailto:cschofield@westberks.org">cschofield@westberks.org</a>	Paynesdown Road		Thatcham	RG19 3TE	School-Primary
Parsons Down Junior School	Petrina Winsor	01635 866700	<a href="mailto:pwinsor@westberks.org">pwinsor@westberks.org</a>	Heron's Way		Thatcham	RG19 3SR	School-Primary
Pembroke Road Public Conveniences	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	Pembroke Road		Newbury		Public Conveniences
Phoenix Centre	Deborah Davies	01635 520150	<a href="mailto:DADavies@westberks.gov.uk">DADavies@westberks.gov.uk</a>	Newtown Road		Newbury	RG14 7EB	
Purley Ce Infant School	Catherine Nisbet	01189 842384	<a href="mailto:cnisbet@westberks.org">cnisbet@westberks.org</a>	Purley Village	Purley On Thames	Reading	RG8 8AF	School-Primary
Robert Sandilands County Primary School & Nursery	Richard Blofeld	01635 40318	<a href="mailto:rblofeld@westberks.org">rblofeld@westberks.org</a>	Digby Road	Speen	Newbury	RG14 1TS	School-Primary
Shaw House	Rex Wearn	01635 279279	<a href="mailto:rwearn@westberks.gov.uk">rwearn@westberks.gov.uk</a>	Church Road	Shaw	Newbury	RG14 2DR	Community Buildings
Shaw-Cum-Donnington CE Primary School	Keith Watts	01635 40971	<a href="mailto:kwatts@westberks.org">kwatts@westberks.org</a>	Love Lane	Donnington	Newbury	RG14 2JG	School-Primary
Shefford Ce (controlled) Primary School	Remus Sawyer	01488 648657	<a href="mailto:rsawyer@westberks.org">rsawyer@westberks.org</a>	Wantage Road	Great Shefford	Hungerford	RG17 7DB	School-Primary
Snelsmore Common - Office and Toilets	Paul Hendry	01635 42400	<a href="mailto:phendry@westberks.gov.uk">phendry@westberks.gov.uk</a>	Wantage Road		Newbury	RG14 3BG	Land
Speenhamland C Primary School	Eleanor Brooks	01635 41077	<a href="mailto:ebrooks@westberks.org">ebrooks@westberks.org</a>	Pelican Lane		Newbury	RG14 1NU	School-Primary
Springfield County Primary School	Angela Hay	01189 421797	<a href="mailto:ahay@westberks.org">ahay@westberks.org</a>	Barton Road	Tilehurst	Reading	RG31 5NJ	School-Primary
Spurcroft Primary School	Mrs D Grimsey	01635 871541	<a href="mailto:dgrimsey@westberks.org">dgrimsey@westberks.org</a>	Spurcroft Road		Thatcham	RG19 3XX	School-Primary

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
St Bartholomew's School	Mrs C Haddrell	01635 521255	-	Andover Road		Newbury	RG14 6JP	School-Secondary
St Finians School	Mrs E (Liz) Housden	01635 865925	<a href="mailto:ehousden@westberks.org">ehousden@westberks.org</a>	The Ridge	Cold Ash	Thatcham	RG18 9HU	School-Primary
St John The Evangelist Ce Nursery & Infant School	S Pearce	01635 41281	-	Old Newtown Road		Newbury	RG14 7DP	School-Primary
St Josephs Catholic Primary	Alison Webster	01635 43455	<a href="mailto:awebster@westberks.org">awebster@westberks.org</a>	Newport Road		Newbury	RG14 2AW	School-Primary
St Nicholas CE Aided Junior School	Keith Harvey	01635 41282	<a href="mailto:kharvey@westberks.org">kharvey@westberks.org</a>	Link Road	East Fields	Newbury	RG14 7LU	School-Primary
St Pauls Rc (aided) Primary School	Julia Feeney	01189 422003	<a href="mailto:jfeeney@westberks.org">jfeeney@westberks.org</a>	City Road	Tilehurst	Reading	RG31 4SZ	School-Primary
Stockcross Ce Primary School	Nathan Hunt	01488 608356	<a href="mailto:nhunt@westberks.org">nhunt@westberks.org</a>	Chapel Road	Stockcross	Newbury	RG20 8LD	School-Primary
Streatley CE Voluntary Controlled Primary School	Chris Prickett	01491 872399		The Coombe	Streatley	Reading	RG8 9QL	School-Primary
Sulhamstead & Ufton Nerve (aided) Primary School	Mrs B Williams	01189 832223	<a href="mailto:bwilliams@westberks.org">bwilliams@westberks.org</a>	Church Lane	Ufton Nerve	Reading	RG7 4HH	School-Primary
Thatcham Broadway Public Conveniences	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	The Broadway		Thatcham		Public Conveniences
Thatcham Library	Liz Howe	01635 866049	<a href="mailto:lhowe@westberks.gov.uk">lhowe@westberks.gov.uk</a>	Bath Road		Thatcham	RG18 3AG	Library
Thatcham Nature Discovery Centre	Paul Hendry	01635 42400	<a href="mailto:phendry@westberks.gov.uk">phendry@westberks.gov.uk</a>	Muddy Lane	Lower Way	Thatcham	RG19 3FU	Land
Thatcham Park School	Marilyn Cornwell	01635 870950	<a href="mailto:mcornwell@westberks.org">mcornwell@westberks.org</a>	Park Avenue		Thatcham	RG18 4NP	School-Primary
The Castle School	(Kerry Gray) Ola White	01635 42976	<a href="mailto:kgray@westberks.org">kgray@westberks.org</a>	Love Lane	Donnington	Newbury	RG142JG	School-Special
The Croft Y & C Centre	Ian Paine	01635 519807	<a href="mailto:lpaine@westberks.gov.uk">lpaine@westberks.gov.uk</a>	The Croft		Hungerford	RG17 0HY	Youth Centre
The Downs School	Lisa Hill	01635 270000		Manor Crescent	Compton	Newbury	RG20 6NU	School-Secondary
The Granary -Old Tea Rooms				Wharf Street		Newbury	RG14 5AS	Retail
The Granary -The Desmoulin Gallery				Wharf Street		Newbury	RG14 5AS	Retail
The Ilsleys Primary School	Miss K House	01635 281225	-	Church Hill	East Ilsley	Newbury	RG20 7LP	School-Primary
The Key PRU/Riverside Community Centre	Linda Lay (Maternity) Mark Vernon Covering	0163527 9 700	<a href="mailto:llay@westberks.gov.uk">llay@westberks.gov.uk</a>	Rosemoor Gardens		Newbury	RG14 2FG	Youth Centre
The Lambourn Centre	Rose Metalli	01488 73690		Close End	Lambourn	Hungerford	RG17 9NJ	Community Buildings
The Oaks PRU	Faye Holland	01635	<a href="mailto:fholland@westberks.org">fholland@westberks.org</a>	Foxglove Way	Dunston Park	Thatcham	RG184DH	School-PRU Education Unit

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
		877114						
The Gatehouse	Toby Collis	01635 551928	<a href="mailto:toby@engagingpotential.com">toby@engagingpotential.com</a>	Ampere Road		Newbury		School-PRU Education Unit
The Priory	Sandra Dopson	01635 862060		Church Lane		Thatcham	RG19 3JL	Office
The Stone Building	leased			The Wharf		Newbury	RG14 5AS	Retail
The Wharf Public Conveniences	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	The Wharf		Newbury		Public Conveniences
The Winchcombes School	Felix Rayner	01635 232780	-	Maple Crescent	Shaw	Newbury	RG14 1LW	School-Primary
Theale CE Primary School	Catherine Morley	01189 302239	<a href="mailto:cmorley@westberks.org">cmorley@westberks.org</a>	Church Street	Theale	Reading	RG7 5BZ	School-Primary
Theale Green Recreation Centre	David Wall	01189 323725	<a href="mailto:david.wall@parkwood-leisure.co.uk">david.wall@parkwood-leisure.co.uk</a>	Church Street	Theale	Reading	RG7 5DA	Leisure - Sport
Theale Green School	Sue Marshall	01189 302741	<a href="mailto:smarshall@westberks.org">smarshall@westberks.org</a>	Deadman's Lane		Reading	RG7 5DA	School-Secondary
Theale Green Youth Centre	Mary-anne Thomas	01189 302980	<a href="mailto:Mnthomas@westberks.gov.uk">Mnthomas@westberks.gov.uk</a>	Theale Green School	Church Street	Theale	RG7 5DA	Youth Centre
Theale High Street Public Conveniences	Stewart Souden	01635 519553	<a href="mailto:ssouden@westberks.gov.uk">ssouden@westberks.gov.uk</a>	High Street	Theale	Newbury		Public Conveniences
Theale Library	Grace Ryder	01189 303207		Church Street	Theale	Reading	RG7 5BZ	Library
Trinity School	Mrs C Wilson	01635 510505	-	Love Lane	Shaw	Newbury	RG14 2DU	School-Secondary
Turnhams Green	Caroline Simmonds	0118 9167707	<a href="mailto:csimmonds@westberks.gov.uk">csimmonds@westberks.gov.uk</a>	Turnhams Green Park	Pincents Lane	Tilehurst	RG31 4UH	Office
Victoria Park Nursery School	Fiona Bridger-Wilkinson	01635 41296	<a href="mailto:fbridger-wilkinson@westberks.org">fbridger-wilkinson@westberks.org</a>	Victoria Park		Newbury	RG14 1EH	School-Nursery
Walnut Close Day Centre	Karen Norris	01635 587822		Brownsfield Road	Thatcham	Newbury	RG18 3GF	Day Centre
Walnut Close Residential Care Home	Karen Norris	1636 587822		Brownsfield Road	Thatcham	Newbury	RG18 3GF	Residential Care
Wash Common Library	Bev Walsh	01635 35252		Glendale Avenue	Wash Common	Newbury		Library
Waterside Community Centre	Kevin Dennis	01635 41269	<a href="mailto:Kdennis@westberks.gov.uk">Kdennis@westberks.gov.uk</a>	Northbrook Street		Newbury	RG14 1DS	Activity Centre
Welford & Wickham Ce Primary School	Florence Rostrun	01488 608306	<a href="mailto:frostrun@westberks.org">frostrun@westberks.org</a>	Welford Road	Wickham	Newbury	RG20 8HL	School-Primary
Westwood Farm County Junior School	Sharon Jones	01189 425182		Fullbrook Crescent	Tilehurst	Reading	RG31 6RY	School-Primary
Westwood Farm Infant School	Mrs S Deacon	01189 426113		Fulbrook Crescent	Tilehurst	Reading	RG31 6RY	School-Primary

West Berkshire Council  
Maintenance Term Contract – Building Fabric Works  
Preliminaries, General Conditions and Schedule of Work for JCT MTC 2006

Premise name	Responsible Person Contact Name	Contact Number	Email Address	Address1	Address2	Address3	Postcode	PROPERTY_ASSETTYPE
West Street House	Margaret Goldie		-	West Street		Newbury	RG14 1BZ	Office
West Point	Sarah Knapp	07920 765897	<a href="mailto:sknapp@westberks.gov.uk">sknapp@westberks.gov.uk</a>	West Street		Newbury		Office
Whitelands Park CP School	Janet Smart	01635 862517		Sagecroft Road		Thatcham	RG18 3FH	School-Primary
Willink Leisure Centre	Michael Wakely	01189 834845	<a href="mailto:Michael.wakely@parkwood-leisure.co.uk">Michael.wakely@parkwood-leisure.co.uk</a>	School Lane	Burghfield Common	Reading	RG7 3XP	Leisure - Sport
Willink School	Mr P Fry	01189 832030		School Lane	Burghfield Common	Reading	RG7 3XJ	School-Secondary
Willows Edge	Pat Rolfe	01635 45252		Hutton Close	Shaw	Newbury	RG14 1HJ	Residential Care
Willows Primary	Mike Edwards	01635 42155	<a href="mailto:medwards@westberks.org">medwards@westberks.org</a>	Pyle Hill	Greenham	Newbury	RG14 7SJ	School-Primary
Woolhampton Ce Primary School	Andrew Bingham	01189 712270		Woolhampton Hill	Upper Woolhampton	Reading	RG7 5TB	School-Primary
Yattendon Ce Primary School	Kathryn Simmons	01635 201397			Yattendon	Thatcham	RG18 0UR	School-Primary
York House	Carolyn Waterhouse	01635 43639	<a href="mailto:Cwaterhouse@westberks.gov.uk">Cwaterhouse@westberks.gov.uk</a>	50 Andover Road	Newbury	Newbury	RG14 6JW	Office

**Annex B**  
**Planned Maintenance – Schedule of Works**

Insert below rates for planned maintenance works to be carried out in accordance with the West Berkshire Council Planned Maintenance Specification which is provided in Annex G of this document. The rates are to be all inclusive and as such shall include for Preliminaries.

Description	Cost Agreement	£
Door Maintenance	Cost per year	

**Annex C**  
 Reactive Maintenance – Schedule of Adjustment  
 Percentages

**Reactive Maintenance – Schedule of Adjustment Percentages**

Insert below percentage adjustments to be made to the Schedule of Rates identified in the Contract Particulars. The tenderer may allow for varying percentage adjustments depending on the quantity bandings in the table below. As noted in the Schedule of Rates, the rates are all inclusive and as such include for Preliminaries.

<b>Quantity Banding</b>	1 to 10	11 to 25	26 to 50	51 to 100	In excess of 100
<b>Percentage adjustment to Schedule of Rates</b>					



## Annex D Schedule of Hourly Charges

### SCHEDULE OF HOURLY CHARGES

#### 1. **GENERALLY**

- 1.1 Daywork executed in accordance with the Contract will be accounted and paid for as set out in these Conditions.
- 1.2 These provisions apply to Main, Specialist and/or Sub-Contractors.
- 1.3 The cost of Daywork is to be calculated without any addition for Value Added Tax (VAT). Where applicable, VAT will be calculated and reimbursed separately.

#### 2. **LABOUR**

- 2.1 Tendered hourly rates are to cover ALL costs, establishment charges and overheads in connection with Labour except plant as defined in Condition 4.
- 2.2 Time paid for Labour will be the time authorised by the CA as actually spent by operatives directly working on the Dayworks, including time spent erecting, operating, maintaining and dismantling Plant. The operations shall be shown separately on all submitted sheets.
- 2.3 Where Daywork is ordered by the CA or, in the option of the Contractor Dayworks may be applicable, Daywork record sheets shall be submitted for record purposes, and recording, within 24 hours of the work being undertaken, fully completed.
- 2.4 Submission of Dayworks Sheets by the Contractor does not signify that works will be valued, and subsequently reimbursed, as Dayworks. The decision as to how the works are to be valued, and reimbursed, will be that of the CA whose decision on this matter shall be final.
- 2.5 In the event that records are not submitted as stated then any payment due (if any) will be ascertained from the records kept by the CA.
- 2.6 Time spent travelling; travelling costs and time lost owing to inclement weather will NOT be paid for separately and due allowance should be made by the Contractor in the hourly Labour rates.
- 2.7 Time for foremen, gangers and the like will be paid for at the hourly Labour rates only if they are directly engaged in carrying out the works as detailed on the Daywork sheet.
- 2.8 The hourly Labour rates calculated in accordance with these provisions will not be subject to any further adjustment. The hourly Labour rates for each trade are to be set out in Section **[5.1.1]**.
- 2.9 'Authorised Overtime' means the time when, following prior written approval, an operative works;
  - 2.9.1 on a Public Holiday;
  - 2.9.2 on a Saturday or Sunday;
  - 2.9.3 during the night-time when he has not worked during the day.
- 2.10 'Authorised Overtime' will be paid at the hourly Labour rate multiplied by the following factors:

2.10.1	Saturdays for the first 4 hours	)	multiplied by 1.15
2.10.2	Saturdays after the first 4 hours	)	
	Sundays	)	multiplied by 1.25
	Public Holidays	)	
2.10.3	Night-time work	)	multiplied by 1.20

#### 3. **MATERIALS**

- 3.1 Materials will be paid for, including packing and delivery charges to site, less any credit for returnable items, at the receipted invoice amounts, excluding VAT, as far as the Client considers them reasonable, or at agreed prices.
- 3.2 An additional percentage adjustment as set out in **the Contract Particulars** will be added to cover all costs, discounts, establishment charges and overheads in connection with the materials.

#### 4. **PLANT**

- 4.1 Plant means:
  - 4.1.1 Mechanical and non-mechanical plant
  - 4.1.2 Mechanical tools and powered hand tools exceeding 1 Kilowatt capacity.
  - 4.1.3 Scaffolding, platforms, mobile access towers and the like specially erected for Dayworks.
- 4.2 The costs of non-mechanical hand tools, and powered hand tools not exceeding 1 Kilowatt capacity, are to be included in the hourly Labour rates.
- 4.3 The costs of scaffolding platforms, mobile access towers and the like not specially erected for Dayworks will be deemed to be included elsewhere.

**Preliminaries, General Conditions and Schedule of Work for JCT MTC 2006**

- 4.4 The time paid for Plant will be the time authorised that the Plant is actually engaged in carrying out the activities detailed on the Dayworks sheets.
- 4.5 A maximum of 1-hour 'Travelling Time' to and from site may be allowable, subject to the approval of the CA.
- 4.6 Plant will be paid for in accordance with the ['Schedule of Basic Plant Charges for Use in connection with Daywork Under a Building Contract (5<sup>th</sup> revised edition January 2001)' published by the BCIS/RICS] with the Percentage Adjustment as set out in **the Contract Particulars** added to cover all costs, discounts, establishment charges and overheads in connection with the Plant.
- 4.7 Where items are not included in the 'Schedule' then, with the prior approval of the CA, the Contract may substitute the agreed invoice cost including for fuel, spares and consumables (but excluding punctures). Delivery and collection charges for invoiced Plant are to be agreed in advance with the CA.<sup>1</sup>

**5. DAYWORK RATES**

- 5.1 The following hourly rates are to be included with in the Contractors Tender for such works as the CA may instruct to be carried out as Dayworks. Rates inserted by the Contractor will be used for Tender Evaluation purposes. Dayworks will only be carried out under a written instruction from the CA.

<b>SCHEDULE OF HOURLY CHARGES</b>			
		<b>Hourly Rate</b>	
		<b>£</b>	<b>p</b>
5.1.1	<b>LABOUR</b>		
(a)	Builder (Skilled)		
(b)	Builder (Trainee)		
(c)			
(d)			
(e)			
<b>Insert below any other labour rates which may be applicable.</b>			
(f)			
(g)			
(h)			
(i)			
(j)			
<b>Insert below any relevant plant item rates which may be applicable.</b>		<b>Hourly Rate</b>	
		<b>£</b>	<b>p</b>
(b)			
(c)			
(d)			
(e)			
(f)			
(g)			
(h)			

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

On behalf of \_\_\_\_\_ (the Contractor)

Address \_\_\_\_\_

<sup>1</sup> Alternatively, the Civil Engineering Contractors Association (CECA) Schedules of Dayworks Plant List may be acceptable, with the prior approval of the CA

**Annex E**  
**BMI Indices – Historical Data**

**BMI Indices – Historical Data**

For information purposes only, the table below shows historical data relating to the cost indices which will be used to calculate the annual percentage adjustment to the Schedules of Rates and the Schedule of Hourly Charges as stated in Section A20 relating to clause 5.6.1 of the Contract.

<b>BMI All-in Maintenance Cost Indices - Services</b>		
<b>Date</b>	<b>Index</b>	<b>Year on Year +/-</b>
Jan-00	141.6	1.60%
Jan-01	148	4.50%
Jan-02	153.7	3.90%
Jan-03	160.9	4.70%
Jan-04	168.6	4.80%
Jan-05	177.1	5.00%
Jan-06	186	5.00%
Jan-07	195.5	5.10%
Jan-08	199.5	2.00%
Jan-09	206.8	3.70%
Jan-10	212.5	2.80%

**Annex F**  
Works Specification – Planned Maintenance Works

ISSUED SEPARATELY

**Annex G**  
Works Specification – Reactive Maintenance Works

ISSUED SEPARATELY

## Annex I Resource and Ability Questions

### RESOURCE AND ABILITY QUESTIONS

#### 1 Supply Chain Management

Describe your company processes and procedures for procuring materials from suppliers.

*Anticipated response:*

Details of your evaluation process for lists of any approved suppliers lists you keep together with a list of key suppliers you will shortlist and use if selected for the Contract.

#### 3.2 2 Quality Management

Explain your company quality management process used to ensure that work meets the requirements given in drawings and specifications.

*Anticipated response:*

A statement or simple step by step diagram explaining how quality is controlled on site.

The step by step guide should cover the following:

- Worked example of control process
- Methods and means of communication
- Levels of involvement by others
- Preventative measures and continuous improvement
- Customer comment procedure
- Interaction with supply chain

#### 3 Programme and Project Planning/Time Management

Provide an activity/resource schedule which should indicate your proposed levels of personnel that will be dedicated to the Works. Also provide details on how your organisation will be arranged to respond and prioritise urgent instructions for work in respect of reactive maintenance.

*Anticipated response:*

A schedule of resources to be allocated to the Works together with a schedule of various anticipated response times according to site locations within West Berkshire.

#### 4 Environmental Management

What real and practical steps can your company take to minimise energy consumption in the course of the carrying out the Works?

*Anticipated response:*

A statement (not the policy document) explaining how the company proposes to minimise energy consumption.

The statement should cover:

- Illustrations of any steps taken to reduce energy consumption.
- Current protocols developed to reduce resource consumption.
- Future proposals to reduce environmental impact.

#### 5 Cost Management

Please describe how you would help the client to effectively manage the costs of Variations

*Anticipated response:*

A statement outlining proposed cost management procedures with regard to Variations.

**TENDER PROGRAMME**

<b>Event - Building Maintenance Term Contract</b>	<b>Adjustment Column (days)</b>	<b>Date</b>	<b>Day</b>
<b>Send out advert.</b>	<b>0</b>	<b>20-Oct-10</b>	<b>Wednesday</b>
<b>Agree evaluation criteria and weightings for tenders and presentations by:</b>	<b>14</b>	<b>03-Nov-10</b>	<b>Wednesday</b>
<b>Finalise ITT Documents <i>including:</i></b> Forms of Tender & General Conditions Specification / Scope of Work Pricing Schedule Administrative Instructions	<b>7</b>	<b>10-Nov-10</b>	<b>Wednesday</b>
<b>Finalise Tender Evaluation Panel membership and timetable.</b>	<b>0</b>	<b>10-Nov-10</b>	<b>Wednesday</b>
<b>Final date for return of expressions of interest &amp; Technical Questionnaire(at least 30 days from dispatch of advert if docs available electronically)</b>	<b>30</b>	<b>19-Nov-10</b>	<b>Friday</b>
<b>Evaluation of PQQ &amp; Technical Qualifications Completed by:</b>	<b>18</b>	<b>07-Dec-10</b>	<b>Tuesday</b>
<b>Meeting to select tender list of up to 12</b>	<b>1</b>	<b>08-Dec-10</b>	<b>Wednesday</b>
<b>Finalise ITT letter with details of briefing meeting xxx ;</b>	<b>1</b>	<b>09-Dec-10</b>	<b>Thursday</b>
<b>Send out ITT</b>	<b>0</b>	<b>09-Dec-10</b>	<b>Thursday</b>
<b>Briefing Meeting</b>	<b>0</b>	<b>09-Dec-10</b>	<b>Thursday</b>
<b>Final questions from tenderers by:</b>	<b>28</b>	<b>06-Jan-11</b>	<b>Thursday</b>
<b>Update Report to WBC CMT</b>		<b>06-Jan-11</b>	<b>Thursday</b>
<b>Issue answers to tenderers' questions and record ITT amendments (@ 10 days before return date) BY</b>	<b>1</b>	<b>07-Jan-11</b>	<b>Friday</b>
<b>Return and opening of Tenders</b>	<b>40</b>	<b>18-Jan-11</b>	<b>Tuesday</b>
<b>Evaluation of Tenders by Individual Panel Members Completed By</b>	<b>14</b>	<b>01-Feb-11</b>	<b>Tuesday</b>
<b>Update Report to WBC Corporate Board</b>		<b>01-Feb-11</b>	<b>Tuesday</b>
<b>Tender Panel "Wash - Up" Meeting (to agree who to invite to presentation and points for clarification)</b>	<b>1</b>	<b>02-Feb-11</b>	<b>Wednesday</b>

<b>Event - Building Maintenance Term Contract</b>	<b>Adjustment Column (days)</b>	<b>Date</b>	<b>Day</b>
<b>Written Clarification requested by:</b>	<b>1</b>	<b>03-Feb-11</b>	<b>Thursday</b>
<b>Final Clarification to be received from tenderers by</b>	<b>0</b>	<b>10-Feb-11</b>	<b>Thursday</b>
<b>Finalise Award Recommendation in Tender Report</b>	<b>5</b>	<b>15-Feb-11</b>	<b>Tuesday</b>
<b>Report to WBC Management Board for approval</b>		<b>17-Feb-11</b>	<b>Thursday</b>
<b>Award Decision</b>	<b>1</b>	<b>18-Feb-11</b>	<b>Friday</b>
<b>10 Days Standstill Period from Award Decision</b>	<b>12</b>	<b>02-Mar-11</b>	<b>Wednesday</b>
<b>Contract Award</b>	<b>1</b>	<b>03-Mar-11</b>	<b>Thursday</b>
<b>Contract Start - Up meeting</b>	<b>1</b>	<b>04-Mar-11</b>	<b>Friday</b>
<b>Contract Set up starts</b>	<b>1</b>	<b>07-Mar-11</b>	<b>Monday</b>
<b>Draft Contract Award Notice</b>	<b>7</b>	<b>08-Mar-11</b>	<b>Tuesday</b>
<b>Issue Contract Award Notice</b>	<b>7</b>	<b>15-Mar-11</b>	<b>Tuesday</b>
<b>Contract Work starts</b>		<b>01-Apr-11</b>	<b>Friday</b>
<b>Total number of days from advert to award</b>	<b>131</b>		
<b>Total number of weeks from advert to award</b>	<b>19</b>		
<b>Tender Offers Expire / Let contract by:</b>	<b>90</b>	<b>18-Apr-11</b>	<b>Monday</b>



# Agenda Item 7.

<b>Title of Report:</b>	<b>Financial Performance report (Quarter 2)</b>
<b>Report to be considered by:</b>	Resource Management Select Committee
<b>Date of Meeting:</b>	14 December 2010

**Purpose of Report:** To inform members of the latest financial performance of the Council

**Recommended Action:** To note the report

**Reason for decision to be taken:** To ensure that members are fully aware of the latest financial position for the Council

**Key background documentation:** Papers held in Accountancy

The proposals contained in this report will help to achieve the following Council Plan Priority(ies):

- CPP1 – Support our communities through the economic recession** – to alleviate the impact on different communities and individuals who find themselves out of work and/or disadvantaged
- CPP2 – Raise levels of educational achievement** – improving school performance levels
- CPP3 – Reduce West Berkshire’s carbon footprint** – to reduce CO<sub>2</sub> emissions in West Berkshire and contribute to waste management, green travel, transportation and energy efficiency

The proposals will also help achieve the following Council Plan Theme(s):

- CPT1 - Better Roads and Transport**
- CPT2 - Thriving Town Centres**
- CPT3 - Affordable Housing**
- CPT4 - High Quality Planning**
- CPT5 - Cleaner and Greener**
- CPT6 - Vibrant Villages**
- CPT7 - Safer and Stronger Communities**
- CPT8 - A Healthier Life**
- CPT9 - Successful Schools and Learning**
- CPT10 - Promoting Independence**
- CPT11 - Protecting Vulnerable People**
- CPT12 - Including Everyone**
- CPT13 - Value for Money**
- CPT14 - Effective People**
- CPT15 - Putting Customers First**
- CPT16 - Excellent Performance Management**

Portfolio Member Details	
<b>Name &amp; Telephone No.:</b>	Councillor Keith Chopping - (0118) 983 2057
<b>E-mail Address:</b>	kchopping@westberks.gov.uk

Contact Officer Details	
<b>Name:</b>	Andy Walker
<b>Job Title:</b>	Head of Finance
<b>Tel. No.:</b>	01635 519879
<b>E-mail Address:</b>	awalker@westberks.gov.uk

## Implications

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<b>Policy:</b>	n/a
<b>Financial:</b>	The financial implications of the report have been detailed throughout the summary report and directorate appendices. If there are any financial implications contained within this report this section <b>must</b> be signed off by a West Berkshire Group Accountant. Please note that the report cannot be accepted by Policy and Communication unless this action has been undertaken.
<b>Personnel:</b>	n/a
<b>Legal/Procurement:</b>	n/a
<b>Property:</b>	n/a
<b>Risk Management:</b>	n/a
<b>Equalities Impact Assessment:</b>	n/a for information report For advice please contact Principal Policy Officer (Equalities) on Ext. 2441.
<b>Corporate Board's View:</b>	to be completed after the Corporate Board meeting

# Executive Summary

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## 1. Introduction

- 1.1 This is the fourth report as part of the financial reporting cycle for the 2010-11 financial year.
- 1.2 The predicted revenue over spend for the 2010-11 financial year is £1,402k. This is a £12k decrease on the previous quarter's forecast position and a £106k decrease on the month 5 forecast.
- 1.3 The service area that is forecasting the majority of the overspend is Adult Social Care. The current forecast for the Adult Social Care service year end position is an overspend overall of £1,997k; this is an increase of £100k on the month 5 forecast. There are a number of drivers behind the projected overspend including the ongoing impact of negotiations with the PCT, managing demand for the service, the removal of the Independent Living Fund and more 'capital depleters' (those individuals who used to be able to fund their care privately but do not have the capital to now).
- 1.4 The other Council services, and respective directorates, are all forecasting close to, or slightly below, a breakeven position for the end of the financial year.
- 1.5 The Council reports forecast net expenditure against the revised budget for the whole Council following the impact of the emergency budget and subsequent reduction to Area Based Grant. The Council's net budget therefore stands at £118.2m, reduced from a net budget of £119.3.
- 1.6 The total capital budget for 2010/11 is £61.3 million of which 66% has been spent or committed and 34% is still to be committed. The majority of the capital budgets for the Chief Executive's and Environment services have been committed while a significant proportion of the Children and Young People's and Community Services budgets have not yet been committed.

## 2. Proposals

- 2.1 For the RMSC to note this report. There are a number of management actions that have occurred in directorates to reduce the projected overspend to the forecast level reported. These are detailed further in appendices 2a to 2d, but include a number of different staffing savings due to the recruitment freeze, savings in reactive maintenance, and in home to school transport.

## 3. Conclusion

- 3.1 That the RMSC notes the corporate position and considers the actions in place to reduce the overspend during the financial year.

# Executive Report

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## 1. Introduction

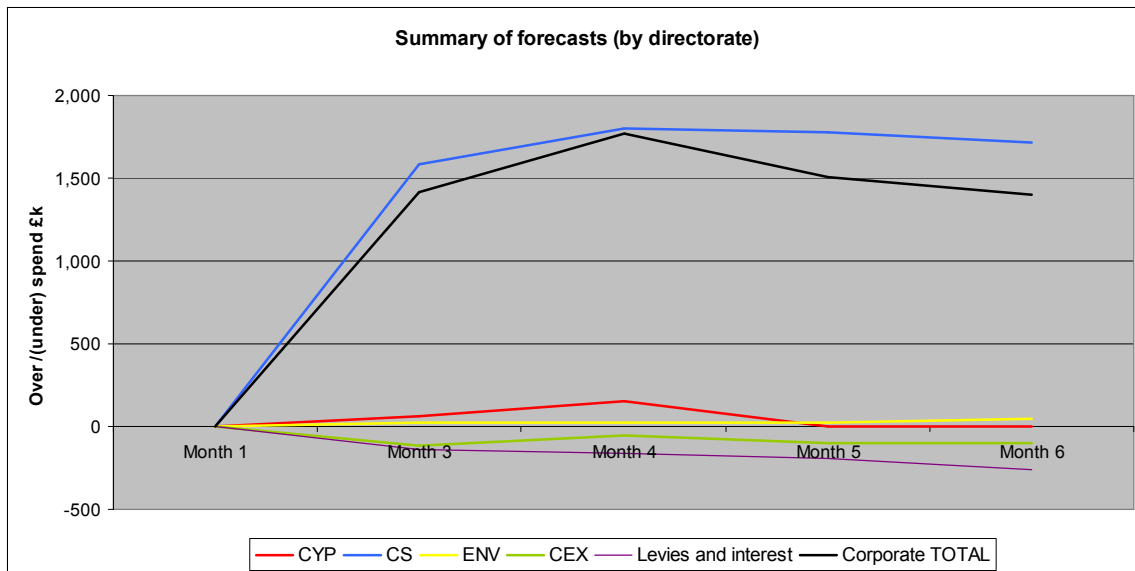
- 1.1 The financial performance report summarises the key financial activity and forecasts for the Council.
- 1.2 The revenue overspend position summarised in this report is a result of forecasts submitted by directorates. These forecasts are based on the projected net expenditure for the rest of the financial year and are adjusted for any management actions which occur to reduce the potential overspend position at the end of the financial year. In all directorates outside of Community Services, the projected overspends are being contained within budgets by management action.

## 2. Summary revenue position

- 2.1 The current revenue budget forecast is showing an overspend of £1,402k. The main area of forecast overspend is the Adult Social Care service. All other Council services are forecasting an over or under spend within £150k of the 2010-11 budget.
- 2.2 New pressures have emerged in the 2010-11 Adult Social Care budget, including:
  - (1) loss of income due to the cessation of any new grants from the Independent Living Fund and reduced commissioning from the NHS;
  - (2) urgent safeguarding placements;
  - (3) additional placement costs for young people with a learning disability in transition from Children's Services;
  - (4) people who were previously self funding whose capital has depleted. These pressures are on top of the existing known pressures to the Adult Social Care Service, including managing the demand for the service and ongoing negotiations with the PCT.
- 2.3 Together, these pressures have led to a forecast overspend of £1,997k.

## 3. Commentary on the revenue forecasts

- 3.1 The current position shows an overspend of £1,402k.
- 3.2 The variances per directorate are highlighted on the chart below:



3.3 The Council is implementing International Financial Reporting Standards (IFRS) in preparation for the presentation of the 2010-11 financial statements in June 2011. The Council is reviewing the accounting treatment and implications of IFRS, particularly around the capitalisation of highways revenue expenditure. The final IFRS guidance from CIPFA is due to be published in December 2010, and an update will be reported in the next paper to the Executive.

#### 4. Summary Capital position

4.1 There is variation across the different directorate's capital commitments. In CYP, the capital budget for 2011/12 is £18.1 million of which nearly 47% is still to be committed. The in year reductions in government grants and uncertainty around future funding levels from both central government and West Berkshire have contributed to some project delays.

4.2 In the Community Services directorate, 70% of the £5.3 million capital budget for the year is still to be committed. However the uncommitted figure does not take into account expenditure on occupational health equipment which has been charged to the revenue budget and is still to be transferred to capital. £500,000 of the uncommitted budget relates to the purchase of land for the Trinity School sports hall which is now proceeding after an initial delay. It is likely that part of the budgeted spend for refurbishment of temporary accommodation will be delayed until 2011/12. Other schemes within the programme are expected to be fully committed by year end.

4.3 Both Environment and Chief Executive have lower levels of capital expenditure yet to be committed of 36% and 15% respectively. In Environment, there has been some reprofiling of the Thatcham Vision improvements and the A4/Hambridge Lane, Hungerford Footbridge and Aldermaston Footway/Cycleway Improvements.

## Appendices

### Appendix 1 – Revenue summary position

Appendix 2 – Capital summary position

Appendix 3a to 3d – Directorate summaries

Appendix 4 – Month 5 Revenue summary position (table circulated at the last meeting, as previously requested)

## **Consultees**

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### **Local Stakeholders:**

**Officers Consulted:** Corporate Board, Management Board

**Trade Union:**

2010/11 Budget Monitoring  
Period 06

Appendix 1

Amended Consolidated Replies

	Past Performance				Forecasted Performance							Net
					Expenditure			Income			Net	
	Cum. Budget to 30/Sep/2010 £	Cum Exp/Inc to 30/Sep/2010 £	Actual Variance to date £	Outstanding Commitment for the year £	Annual Expenditure Budget for 2010/11 £	Forecast Expenditure £	Expenditure Variance £	Annual Income Budget for 2010/11 £	Forecast Income £	Income Variance £	Net Variance £	
DEDICATED SCHOOLS GRANT	46,539,730	42,143,856	-4,395,874	807,730	128,547,030	128,908,031	361,001	-129,226,530	-129,587,531	-361,001	0	-679,500
CORPORATE DIRECTOR - CYP	50,084	108,943	58,859	2,608	110,410	-9,470	-119,880	0	0	0	-119,880	110,410
YOUTH SERVICES & COMMISSIONING	1,680,080	1,815,598	135,518	201,278	5,707,350	5,430,715	-276,635	-1,775,090	-1,599,189	175,901	-100,734	3,932,260
EDUCATION SERVICES	3,457,054	1,882,035	-1,575,019	3,086,026	18,318,110	18,492,077	173,967	-8,884,180	-8,969,633	-85,453	88,514	9,433,930
CHILDREN'S SERVICES	4,512,077	5,873,808	1,361,731	460,280	11,555,830	11,840,304	284,474	-1,229,850	-1,382,593	-152,743	131,731	10,325,980
CUSTOMER SERVICES	493,678	508,065	14,387	822	1,050,100	1,043,993	-6,107	-3,940	2,706	6,646	539	1,046,160
<b>CHILDREN AND YOUNG PEOPLE DIRECTORATE</b>	<b>56,732,703</b>	<b>52,332,304</b>	<b>-4,400,399</b>	<b>4,558,744</b>	<b>165,288,830</b>	<b>165,705,650</b>	<b>416,820</b>	<b>-141,119,590</b>	<b>-141,536,240</b>	<b>-416,650</b>	<b>170</b>	<b>24,169,240</b>
CORPORATE DIRECTOR - CS	136,021	75,292	-60,730	3,214	303,370	201,870	-101,500	0	0	0	-101,500	303,370
HOUSING & PERFORMANCE	3,680,115	3,193,836	-486,279	110,053	8,476,140	8,342,035	-134,105	-1,211,370	-1,135,695	75,675	-58,430	7,264,770
ADULTS SOCIAL CARE	13,923,821	17,422,003	3,498,182	509,709	46,961,480	49,158,481	2,197,001	-13,200,230	-13,400,492	-200,262	1,996,739	33,761,250
CULTURAL SERVICES	2,137,026	2,043,356	-93,670	385,497	5,310,930	5,132,662	-178,268	-783,710	-729,215	54,495	-123,773	4,527,220
<b>COMMUNITY SERVICES DIRECTORATE</b>	<b>19,876,983</b>	<b>22,734,487</b>	<b>2,857,504</b>	<b>1,008,474</b>	<b>61,051,920</b>	<b>62,835,048</b>	<b>1,783,128</b>	<b>-15,195,310</b>	<b>-15,265,402</b>	<b>-70,092</b>	<b>1,713,036</b>	<b>45,856,610</b>
CORPORATE DIRECTOR - ENV	74,107	76,201	2,094	0	147,490	138,490	-9,000	0	0	0	-9,000	147,490
HIGHWAYS & TRANSPORT	4,057,790	5,190,814	1,133,024	1,625,018	14,238,180	14,204,880	-33,300	-4,448,300	-4,310,850	137,450	104,150	9,789,880
PLANNING AND COUNTRYSIDE	1,559,798	1,993,464	433,667	446,955	6,435,240	6,330,940	-104,300	-2,595,100	-2,607,100	-12,000	-116,300	3,840,140
PROPERTY & PUBLIC PROTECTION	7,476,421	8,089,163	612,743	373,650	21,571,150	21,621,350	50,200	-3,694,080	-3,674,580	19,500	69,700	17,877,070
<b>ENVIRONMENT DIRECTORATE</b>	<b>13,168,116</b>	<b>15,349,643</b>	<b>2,181,527</b>	<b>2,445,623</b>	<b>42,392,060</b>	<b>42,295,660</b>	<b>-96,400</b>	<b>-10,737,480</b>	<b>-10,592,530</b>	<b>144,950</b>	<b>48,550</b>	<b>31,654,580</b>
CHIEF EXECUTIVE	257,309	259,676	2,367	3	521,970	502,970	-19,000	0	0	0	-19,000	521,970
HUMAN RESOURCES	513,411	440,126	-73,285	79,025	1,279,090	1,283,030	3,940	-191,280	-200,424	-9,144	-5,204	1,087,810
ICT	1,178,928	1,400,705	221,777	237,065	3,654,360	3,671,710	17,350	-970,800	-1,019,660	-48,860	-31,510	2,683,560
LEGAL & ELECTORAL	408,913	593,873	184,961	23,187	1,570,810	1,623,145	52,335	-642,280	-626,470	15,810	68,145	928,530
POLICY AND COMMUNICATION	1,653,561	1,351,471	-302,090	192,197	4,402,040	4,254,206	-147,834	-626,200	-583,893	42,307	-105,527	3,775,840
BENEFITS AND EXCHEQUER	-4,706,020	-5,345,304	-639,284	132,533	39,418,040	44,706,069	5,288,029	-38,120,300	-43,408,329	-5,288,029	0	1,297,740
FINANCE	950,091	602,100	-347,991	42,157	4,123,920	4,014,450	-109,470	-1,753,720	-1,648,860	104,860	-4,610	2,370,200
SPECIAL PROJECTS	166	116	-50	42	400	400	0	0	0	0	0	400
<b>CHIEF EXECUTIVE'S DEPARTMENT</b>	<b>256,359</b>	<b>-697,237</b>	<b>-953,596</b>	<b>706,209</b>	<b>54,970,630</b>	<b>60,055,980</b>	<b>5,085,350</b>	<b>-42,304,580</b>	<b>-47,487,636</b>	<b>-5,183,056</b>	<b>-97,706</b>	<b>12,666,050</b>
CAPITAL FINANCING & MANAGEMENT	2,170,733	1,065,576	-1,105,157	0	5,649,030	5,589,030	-60,000	-374,620	-374,620	0	-60,000	5,274,410
MOVEMENT THROUGH RESERVES	-1,448,780	-1,435,507	13,273	0	-1,448,780	-1,495,570	-46,790	0	-155,000	-155,000	-201,790	-1,448,780
<b>LEVIES AND INTEREST</b>	<b>721,953</b>	<b>-369,931</b>	<b>-1,091,884</b>	<b>0</b>	<b>4,200,250</b>	<b>4,093,460</b>	<b>-106,790</b>	<b>-374,620</b>	<b>-529,620</b>	<b>-155,000</b>	<b>-261,790</b>	<b>3,825,630</b>
<b>GRAND TOTAL</b>	<b>90,756,114</b>	<b>89,349,267</b>	<b>-1,406,847</b>	<b>8,719,050</b>	<b>327,903,690</b>	<b>334,985,798</b>	<b>7,082,108</b>	<b>-209,731,580</b>	<b>-215,411,427</b>	<b>-5,679,847</b>	<b>1,402,261</b>	<b>118,172,110</b>

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# West Berkshire Capital Programme: 2010/11 Budget Monitoring

Paper 1.2

## Month 6 - period ending 30th September - Summary by Service Area

05/10/10

Service Area	Budget for 2010-11	Expenditure 2010-11 to date	Committed (order placed, not yet paid)	Budget Remaining to be Committed 2010-11	%age of Budget remaining to be committed
<b><u>Chief Executive's Directorate</u></b>					
Special Projects	20,290,340	12,437,646	7,321,486	531,207	2.62%
ICT	2,719,190	494,909	145,839	2,078,441	76.44%
Finance	1,094,590	253,972	105,246	735,372	67.18%
Policy & Communication	372,790	32,500	9,744	330,546	88.67%
<b>Total for Chief Executive's Directorate</b>	<b>24,476,910</b>	<b>13,219,028</b>	<b>7,582,316</b>	<b>3,675,567</b>	<b>15.02%</b>
<b><u>Community Services Directorate</u></b>					
Adult Social Care	184,950	3,510	15,348	166,092	89.80%
Housing & Performance	3,912,600	784,280	132,926	2,995,394	76.56%
Cultural Services	1,218,370	140,201	222,381	855,788	70.24%
<b>Total for Community Services Directorate</b>	<b>5,315,920</b>	<b>927,991</b>	<b>370,655</b>	<b>4,017,274</b>	<b>75.57%</b>
<b><u>Environment Directorate</u></b>					
Property & Public Protection	3,849,760	1,916,057	372,031	1,561,672	40.57%
Highways & Transport	9,103,070	3,341,359	2,735,761	3,025,950	33.24%
Planning & Countryside	463,030	147,201	88,452	227,377	49.11%
<b>Total for Environment Directorate</b>	<b>13,415,860</b>	<b>5,404,617</b>	<b>3,196,244</b>	<b>4,814,999</b>	<b>35.89%</b>
<b><u>Children's and Young People Directorate</u></b>					
Education Services	16,647,550	5,218,378	3,486,592	7,942,580	47.71%
Children's Services	269,280	148,390	0	120,890	44.89%
Youth and Commissioning	1,176,330	685,252	96,395	394,683	33.55%
Customer Services	87,580	4,840	41,817	40,923	46.73%
<b>Total for Children's and Young People Directorate</b>	<b>18,180,740</b>	<b>6,056,860</b>	<b>3,624,803</b>	<b>8,499,076</b>	<b>46.75%</b>
<b>Council Totals</b>	<b>61,389,430</b>	<b>25,608,496</b>	<b>14,774,018</b>	<b>21,006,916</b>	<b>34.22%</b>
		41.71%	24.07%		
<b>Previous year Percentages</b>		<b>42.77%</b>	<b>37.51%</b>		<b>19.72%</b>

Note;

Since the change in government, notification is being received about changes in grant funding streams.

There have already been a few adjustments to account for this and we anticipate there will be more during the course of the year.

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## **CORPORATE DIRECTOR'S SUMMARY: CHILDREN AND YOUNG PEOPLE MONTH 6**

### **Overview**

CYP are forecasting on budget. This is after the £219k in year ABG cut and the £200k recruitment freeze.

Overspends are currently forecast in Education Services (£89k) and Children's Services (£132k). Customer Services are now reporting a small over spend of £500.

Youth and Commissioning are reporting £101k of savings as a result of Director and Head of Service review and the bringing forward of cost saving action plans.

The MVF for the Directorate is £688,690 and MVF for all services areas is on track, other than the Director's cost centre where there has been no staff turnover. There has been a clear MVF strategy in place for profiling and monitoring the delivery of the MVF. Managers have been aware of the savings required and all vacancies were scrutinised by the relevant Head of Service before they were filled.

### **Pressures on the 2010-11 budget**

Overspends in Education mainly relate to staffing costs within Disabled Children's Team and Speech and Language Therapy. These overspends have been partly offset by savings on Home to School transport.

The Children's Services overspend relates predominately to Residential Placements and staffing costs. These are reduced by savings in Kinship Carers, Special Guardianship, Adoption Placements and In-house Fostering.

### **Progress against the recruitment freeze**

There is also now a Council wide recruitment freeze, in order to deliver 10/11 in-year savings following central Government's announcements re cuts in funding.

All posts in CYP which fall vacant are scrutinised not only by Head of Service but also SMT, Director and Portfolio Holders as well as BUMP before they can be filled. A number of posts remain vacant as a result of this process. The 200k recruitment freeze target remains a challenge.

### **Management action taken to address emerging pressures**

Heads of Service are looking across all budgets to find savings to meet the overspends in their area. Grants are being reviewed to see whether additional costs could be grant funded. It is difficult to reduce the pressures

on Speech and Language therapy, as this is a statutory requirement and failing to meet these costs could lead to judicial review.

### **Risks identified**

In respect of Children's Services there remains a risk to the year-end budget position regarding the financial impact of increasing numbers of Looked After Children.

The placement budgets within Children's Services overall are coming under increasing pressure due to a lack of vacancy within the in house fostering service. Currently both the Residential care and Independent Fostering Agencies both have an inbuilt factor of 1 placement each.

The Youth Services budgets are coming under increasing pressure due to the current economic climate impacting upon the services ability to achieve income targets.

### **Capital summary**

The 2010/11 financial year is going to be particularly challenging due to the considerable uncertainty around in-year and future funding levels from both government and West Berkshire. The new government strategy on Academies and the uncertainty around take up may also contribute to the challenges faced by the directorate, although initial levels of interest have been low. These factors have already contributed to delays in projects progressing this year, which will impact upon spend.

There are a total of five feasibility studies being carried this year, nine projects are in pre-construction or are about to start and six projects are in construction.

## COMMUNITY SERVICES DIRECTORATE POSITION AS AT MONTH 6

	Month 6 forecast £000
CORPORATE DIRECTOR - CS	-102
HOUSING & PERFORMANCE	-58
ADULT SOCIAL CARE	1,997
CULTURAL SERVICES	-124
<b>Total</b>	<b>1,713</b>

### Director's Summary

#### Overview

The Month 6 position reports a forecast overspend of £1.7m. This is entirely due to factors in adult social care: a combination of issues of which we became aware at the beginning of year and newly emerging pressures.

#### Pressures on the 2010 -11 budget

It was recognised that the 2010-11 financial year would be a challenging one for Adult Social Care budgets, based on the ability to maintain demand through the resource panel at a static level and achievement of 'best case' outcomes of negotiations with the NHS over some Continuing Health Care (CHC) cases. However, the demand management targets proved extremely challenging due to the severity of cases coming through and the slow down in death rates, leading to additional pressures of £830k. The CHC negotiations did not achieve best case, therefore not realising the headroom that may have helped alleviate pressures.

In addition, identified pressures on the Learning Disability transitions budget were taken as risk during the budget build process, as this budget has been a volatile one to predict in previous years. It is now known that this pressure is in the region of £356k.

Emerging pressures include:

Loss of Independent Living Fund (ILF) income. The ILF was set up as a national resource within the Department of Work and Pensions dedicated to the financial support of disabled people, to enable them to live in the community rather than residential care. It was announced nationally in April 2010 that from 1 May 2010, as care package costs rise and the ILF is coming under greater pressure, that in order to safeguard existing users' awards, the ILF will not be accepting any new applications for the remainder of the 2010 -11 financial year. Loss of benefits for individual care packages in West Berkshire is currently estimated as £144k.

There has been an increase this year in the number of people who were previously self funding whose capital has depleted but who are eligible for support. In 2009/10 there were eight in total but we already have ten this year. Estimated pressure is currently £170k based on ten capital depleters. We know that there are another four or more expected to come through the system over the next few months.

### **Progress against the recruitment freeze**

The Directorate is on track to achieve the required saving.

### **Management action to address the emerging pressures**

The Directorate is examining all of its budgets to identify any items which could be used to mitigate the forecast overspend. Adult Social Care continues to monitor spend at the resource allocation panel to ensure that the critical eligibility criteria is consistently applied.

### **Risks identified**

It should be noted that the forecast position holds a large risk in that it is based on the ability to hold demand at a static level, which experience has proved to be unlikely. Therefore any additional identified in year savings may be needed in order to hold the forecast to current levels.

### **Capital Summary**

The directorate is anticipated the majority of its capital budget to be allocated during the financial year 2010-11. There are potential delays to capital expenditure in Cultural and Housing services.

## **ENVIRONMENT DIRECTORATE POSITION AS AT MONTH 6**

### **Corporate Director's summary:**

#### **Overview**

- 1.1 The forecast revenue over spend for the Environment Directorate as a whole is £49,000 against the budget of £31.6 million. This is an increase of £23,000 from the forecast overspend at month 5.
- 1.2 The Corporate Director's budget is expected to be under spent by £9,000 because he is no longer required to make a contribution to the cost of the Director of Public Health.
- 1.3 The Highways and Transport budget is expected to be over spent by £104,000. There are significant pressures in car park income, street lighting and winter maintenance as detailed below which are being partly offset by savings from concessionary fares and highways maintenance.
- 1.4 The Planning and Countryside service expects to achieve savings of £116,000 from reductions in spend on minerals and waste and urban design and additional vacancy savings because of the recruitment freeze. Development Control and Building Control income are both still expected to be on target.
- 1.5 The Property and Public Protection budget is expected to be over spent by £70,000. There are pressures in the running costs of West Street House and West Point, a shortfall in commercial property income and legal cost pressures in Environmental Health. These pressures are being partly offset by planned reductions in expenditure and through managed vacancy savings.

#### **Pressures on the 2010-11 budget**

- 1.6 In Highways and Transport, the forecast shortfall in car park income remains at £220,000 while the estimated pressure on energy costs for street lighting is now £110,000. The winter maintenance budget is forecast to be £137,000 overspent because of the cost of rebuilding salt stocks to a prudent recommended level.
- 1.7 In Property and Public Protection, the estimated budget pressures on the running costs of West Street House and West Point have decreased to £134,000 for the current year as a result of management action, while the forecast shortfall in commercial property income remains at £30,000. There are increasing legal costs of £20,000 in Environmental Health which represent a risk towards year end.

#### **Progress against the recruitment freeze**

- 1.8 Because of the freeze in staff recruitment, the managed vacancy factor (MVF) for the directorate has been increased by £98,500. This

additional MVF is expected to be fully achieved. In addition, a further £73,000 vacancy savings in excess of the MVF target, are expected to be achieved across the directorate as a whole, helping to offset the overall net pressure on the Environment budget.

### **Management action taken to address emerging pressures**

- 1.9 The pressures in Highways and Transport will be partly offset by savings from reduced demand for concessionary fares and a planned reduction in highways maintenance.
- 1.10 The Head of Property and Public Protection is aiming to offset £67,000 of pressures by reducing spending on reactive maintenance, office cleaning and supplies and services and aiming to offset a further £39,000 of pressures from vacancy savings over and above the MVF and recruitment freeze targets across property services and public protection.

### **Risks identified**

Potential risks include:

- Further pressure on car park income and planning income due to the effects of the recession
- A severe winter would put pressure on winter maintenance budgets
- An unforeseen maintenance issue would put pressure on the reactive maintenance budget

### **Capital summary**

#### **Highways and Transport**

There has been some reprofiling of the Thatcham Vision improvements and the A4/Hambridge Lane, Hungerford Footbridge and Aldermaston Footway/Cycleway Improvements. The reasons for these changes are set out in more detail in paragraph 3.5 below.

The overall highways capital programme will be managed within the existing budget.

#### **Planning and Countryside**

The rights of way capital projects are all underway of which some projects are nearing completion and some are currently behind schedule. Other schemes are still at the planning stage. However all projects will be complete and expenditure committed by the end of March

#### **Property and Public Protection**

Expenditure is in line with capital programmes of work and accordingly these are expected to come in on budget



## **CORPORATE DIRECTOR'S SUMMARY: CHIEF EXECUTIVE MONTH 6**

### **Overview**

The Directorate is forecasting to be £98k underspent at outturn.

There are a number of pressures emerging in year but management action is in place to address these largely through reduced levels of staffing and holding back on non essential expenditure.

### **Pressures on the 2010-11 budget**

The most significant pressure is the loss of Land Charge income (£50k). This follows a Government announcement that charging a fee for a personal search of the local land charges register is incompatible with the Environmental Information Regulations and the underlying EU Directive. The current fee has been revoked from 17<sup>th</sup> August 2010 and will therefore create an in year budget pressure.

Other pressures have arisen in Legal & Electoral. There is a £30k pressure from High Court and other cases, which may be offset by costs recovery subject to cases not being further adjourned. In addition there is a £12k pressure on Legal Services income due to receiving fewer instructions from Planning than anticipated.

There is a concern that £59k of the Budget Monitoring Panel's savings target will not be met as any vacancy savings are going towards the recruitment freeze target instead.

The position regarding CCTV savings is also being kept under review.

### **Progress against the recruitment freeze**

Good progress is being made and the £200k savings target will be met.

### **Management action taken to address emerging pressures**

New savings are being found across the Directorate to manage emerging pressures and any unmet savings. These new savings generally relate to staffing where a number of posts are being held vacant. This is largely in Policy & Communication, ICT and Finance.

### **Risks identified**

No major risks have been identified at this point.

### **Capital summary**

The majority of capital expenditure has been committed for the directorate; the directorate anticipates spending its capital allocation within budget.

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## After Corporate Board

	Past Performance				Forecasted Performance								Net
					Expenditure			Income			Net		
	Cum. Budget to 31/Aug/2010 £	Cum Exp/Inc to 31/Aug/2010 £	Actual Variance to date £	Outstanding Commitment for the year £	Annual Expenditure Budget for 2010/11 £	Forecast Expenditure £	Expenditure Variance £	Annual Income Budget for 2010/11 £	Forecast Income £	Income Variance £	Net Variance £	Annual Net Budget for 2010/11 £	
DEDICATED SCHOOLS GRANT	55,299,582	59,893,940	4,594,359	866,632	128,547,030	128,648,993	101,963	-129,226,530	-129,328,493	-101,963	0	-679,500	
CORPORATE DIRECTOR - CYP	40,920	88,972	48,053	635	110,410	-9,470	-119,880	0	0	0	-119,880	110,410	
YOUTH SERVICES & COMMISSIONING	1,329,558	1,387,677	58,119	158,372	5,701,130	5,369,335	-331,795	-1,768,870	-1,571,230	197,640	-134,155	3,932,260	
EDUCATION SERVICES	2,757,016	-7,406,422	-10,163,437	3,059,843	18,163,100	18,131,762	-31,338	-8,782,070	-8,694,588	87,482	56,144	9,381,030	
CHILDREN'S SERVICES	3,632,658	4,738,397	1,105,738	584,555	11,555,830	11,902,855	347,025	-1,229,850	-1,380,861	-151,011	196,014	10,325,980	
CUSTOMER SERVICES	418,892	432,249	13,357	420	1,091,090	1,091,090	0	-3,940	-3,940	0	0	1,087,150	
<b>CHILDREN AND YOUNG PEOPLE DIRECTORATE</b>	<b>63,478,626</b>	<b>59,134,814</b>	<b>-4,343,811</b>	<b>4,670,457</b>	<b>165,168,590</b>	<b>165,134,565</b>	<b>-34,025</b>	<b>-141,011,260</b>	<b>-140,979,112</b>	<b>32,148</b>	<b>-1,877</b>	<b>24,157,330</b>	
CORPORATE DIRECTOR - CS	110,055	63,400	-46,655	552	303,370	201,870	-101,500	0	0	0	-101,500	303,370	
HOUSING & PERFORMANCE	3,115,036	2,531,776	-583,260	107,150	8,476,140	8,402,035	-74,105	-1,211,370	-1,135,695	75,675	1,570	7,264,770	
ADULTS SOCIAL CARE	11,092,815	14,494,087	3,401,271	521,317	46,961,480	49,055,655	2,094,175	-13,200,230	-13,398,068	-197,838	1,896,337	33,761,250	
CULTURAL SERVICES	1,765,068	1,613,225	-151,843	419,923	5,311,700	5,229,856	-81,844	-783,240	-720,290	62,950	-18,894	4,528,460	
<b>COMMUNITY SERVICES DIRECTORATE</b>	<b>16,082,974</b>	<b>18,702,489</b>	<b>2,619,514</b>	<b>1,048,942</b>	<b>61,052,690</b>	<b>62,889,416</b>	<b>1,836,726</b>	<b>-15,194,840</b>	<b>-15,254,053</b>	<b>-59,213</b>	<b>1,777,513</b>	<b>45,857,850</b>	
CORPORATE DIRECTOR - ENV	29,164	63,589	34,426	24	48,990	39,990	-9,000	0	0	0	-9,000	48,990	
HIGHWAYS & TRANSPORT	3,243,498	4,502,433	1,258,935	1,832,903	14,269,420	14,173,570	-95,850	-4,448,300	-4,248,300	200,000	104,150	9,821,120	
PLANNING AND COUNTRYSIDE	1,230,204	1,590,452	360,248	448,437	6,471,910	6,369,910	-102,000	-2,590,240	-2,605,750	-15,510	-117,510	3,881,670	
PROPERTY & PUBLIC PROTECTION	5,977,434	6,280,892	303,457	350,318	21,556,300	21,314,860	-241,440	-3,692,320	-3,402,580	289,740	48,300	17,863,980	
<b>ENVIRONMENT DIRECTORATE</b>	<b>10,480,301</b>	<b>12,437,366</b>	<b>1,957,066</b>	<b>2,631,683</b>	<b>42,346,620</b>	<b>41,898,330</b>	<b>-448,290</b>	<b>-10,730,860</b>	<b>-10,256,630</b>	<b>474,230</b>	<b>25,940</b>	<b>31,615,760</b>	
CHIEF EXECUTIVE	213,471	218,122	4,651	3	520,730	520,730	0	0	0	0	0	520,730	
HUMAN RESOURCES	419,174	347,191	-71,983	76,571	1,279,090	1,258,790	-20,300	-191,280	-187,430	3,850	-16,450	1,087,810	
ICT	950,237	1,379,292	429,055	194,715	3,651,230	3,678,759	27,529	-970,770	-1,010,055	-39,285	-11,756	2,680,460	
LEGAL & ELECTORAL	329,143	470,247	141,103	21,488	1,570,810	1,584,045	13,235	-642,280	-633,670	8,610	21,845	928,530	
POLICY AND COMMUNICATION	1,331,182	1,121,396	-209,786	92,359	4,402,660	4,266,019	-136,641	-626,200	-580,660	45,540	-91,101	3,776,460	
BENEFITS AND EXCHEQUER	-4,352,548	-5,111,052	-758,503	147,486	39,418,040	44,700,069	5,282,029	-38,120,300	-43,402,329	-5,282,029	0	1,297,740	
FINANCE	746,922	413,397	-333,525	50,817	4,123,920	4,039,110	-84,810	-1,753,720	-1,669,790	83,930	-880	2,370,200	
SPECIAL PROJECTS	133	116	-17	0	400	400	0	0	0	0	0	400	
<b>CHIEF EXECUTIVE'S DEPARTMENT</b>	<b>-362,286</b>	<b>-1,161,291</b>	<b>-799,004</b>	<b>583,440</b>	<b>54,966,880</b>	<b>60,047,922</b>	<b>5,081,042</b>	<b>-42,304,550</b>	<b>-47,483,934</b>	<b>-5,179,384</b>	<b>-98,342</b>	<b>12,662,330</b>	
CAPITAL FINANCING & MANAGEMENT	1,766,157	-975,485	-2,741,642	0	5,749,030	5,709,030	-40,000	-374,620	-374,620	0	-40,000	5,374,410	
MOVEMENT THROUGH RESERVES	-1,495,570	-1,482,297	13,273	0	-1,495,570	-1,495,570	0	0	-155,000	-155,000	-155,000	-1,495,570	
<b>LEVIES AND INTEREST</b>	<b>270,587</b>	<b>-2,457,782</b>	<b>-2,728,369</b>	<b>0</b>	<b>4,253,460</b>	<b>4,213,460</b>	<b>-40,000</b>	<b>-374,620</b>	<b>-529,620</b>	<b>-155,000</b>	<b>-195,000</b>	<b>3,878,840</b>	
<b>GRAND TOTAL</b>	<b>89,950,201</b>	<b>86,655,596</b>	<b>-3,294,605</b>	<b>8,934,521</b>	<b>327,788,240</b>	<b>334,183,693</b>	<b>6,395,453</b>	<b>-209,616,130</b>	<b>-214,503,349</b>	<b>-4,887,219</b>	<b>1,508,234</b>	<b>118,172,110</b>	

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# Agenda Item 8.

<b>Title of Report:</b>	<b>Resource Management Select Committee Work Programme</b>
<b>Report to be considered by:</b>	Resource Management Select Committee
<b>Date of Meeting:</b>	14 December 2010

**Purpose of Report:** To consider and prioritise the work programme for the remainder of 2010/11.

**Recommended Action:** To consider the current items and discuss any future areas for scrutiny.

<b>Resource Management Select Committee Chairman</b>	
<b>Name &amp; Telephone No.:</b>	Councillor Jeff Brooks – Tel (01635) 47391
<b>E-mail Address:</b>	jbrooks@westberks.gov.uk

<b>Contact Officer Details</b>	
<b>Name:</b>	Stephen Chard
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<b>Tel. No.:</b>	01635 519462
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# Executive Report

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## 1. Introduction

1.1 Members are requested to consider the latest work programme attached at Appendix A. This includes an additional meeting date of 25 January 2011 to consider the Community Services Directorate budget, the month 8 position and value for money. This was following a resolution made at the last meeting.

1.2 In addition, Members are asked to give consideration to future areas for scrutiny.

## Appendices

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Appendix A – Resource Management Select Committee Work Programme

## Consultees

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**Local Stakeholders:** Overview and Scrutiny Management Commission

**Officers Consulted:** Head of Finance, Scrutiny and Partnerships Manager

**Trade Union:** N/A

# RESOURCE MANAGEMENT SELECT COMMITTEE WORK PROGRAMME

Reference (a)	Subject/purpose (b)	Methodology (c)	Expected outcome (d)	Review Body (e)	Dates (f)	Lead Officer(s)/ Service Area (g)	Portfolio Holder(s) (h)	Comments (h)
OSMC/09/49	Property contracts and contractors in schools Review of the efficiency and effectiveness of Property Services in relation to contracts and the use of contractors in schools.	Information supplied by, and questioning of, lead officers and other expert witnesses via in meeting review	To suggest improvements to the efficiency and effectiveness of Property Services within schools.	RMSC	Start: 30/06/09 End: 14/12/10	Steve Broughton - 2837 Property and Public Protection	Councillor Keith Chopping	This topic has been kept under review over a number of meetings with the latest update due in December 2010.
OSMC/09/53	Asset Management Plan To receive and comment on the draft AMP prior to its presentation at Executive.	Information supplied by, and questioning of, lead officers via in meeting review	To understand more fully the plans in place in respect of Council accommodation.	RMSC	Start: 22/09/09 End: 14/12/10	Steve Broughton - 2837 Property and Public Protection	Councillor Keith Chopping	
OSMC/09/70	Chief Executive Directorate budget monitoring To discuss the current position and ways to resolve any overspends within the budget	Information supplied by, and questioning of lead officer.	Identify improvements to processes.	RMSC	Start: 19/01/10 End: 14/12/10	Nick Carter - 2101 Chief Executive	Councillor Keith Chopping	Requested by RMSC on 12th July 2010.
OSMC/10/97	Community Services Directorate Budget To discuss the measures being taken to manage the Directorate budget, with a particular focus on Adult Social Care.	In meeting review with information supplied by, and questioning of, lead officers.		RMSC	Start: 25/01/11 End: 25/01/11	Teresa Bell - 2730 Community Services	Councillor Joe Mooney	
OSMC/09/55	Value for Money Consideration of the work undertaken by the Council and the methodology in place to assess and ensure value for money.	Information supplied by, and questioning of, lead officer via in meeting review	Consider work undertaken to assess and ensure value for money and make suggestions for improvement.	RMSC	Start: 25/01/11 End: 25/01/11	John Ashworth - 2870 Environment	Councillor Keith Chopping	An appropriate subject that meets the acceptance criteria. Previously undertaken in April 2009.
OSMC/10/96	Local Land and Property Gazetteer (LLPG) To investigate the potential to increase the level of data accessible through the LLPG.	In meeting review with information supplied by, and questioning of, lead officers.		RMSC	Start: 15/03/11 End: 15/03/11	Phil Parker - 2133 ICT	Councillor David Betts	
OSMC/09/57	Revenue and capital budget reports To receive the latest period revenue and capital budget reports and consider any areas of concern.	Information supplied by, and questioning of, lead officer via in meeting review	Monitoring item	RMSC	Start: 13/09/10 End:	Andy Walker - 2433 Finance	Councillor Keith Chopping	May lead to areas for in depth review.

# RESOURCE MANAGEMENT SELECT COMMITTEE WORK PROGRAMME

Reference (a)	Subject/purpose (b)	Methodology (c)	Expected outcome (d)	Review Body (e)	Dates (f)	Lead Officer(s)/ Service Area (g)	Portfolio Holder(s) (h)	Comments (h)
OSMC/09/63	Establishment Reports To receive the latest report on the changes to the Council's establishment.	Information supplied by, and questioning of, lead officer via in meeting review	Monitoring item	RMSC	Start: 13/09/10 End:	Robert O'Reilly - 2358 Human Resources	Councillor Anthony Stansfeld	May lead to areas for in depth review.
OSMC/10/82	Procurement processes To receive a briefing on the procurement processes in place within the Council to inform a potential review	Information supplied by, and questioning of lead officer.	To gain an understanding of the processes in place to assess whether further work is required by the Select Committee.	RMSC	Start: 12/07/10 End: 13/09/10	Mike Sullivan - 2415 Legal & Electoral Services (Procurement team)	Councillor Keith Chopping	Accepted onto the work programme by OSMC on 25/5