

From: Paul Plaxton [mailto:pmp@gosschalks.co.uk]
Sent: 19 October 2010 15:25
To: Shiraz Sheikh
Cc: 'David.Ingram@sovereign.org.uk'
Subject: Sovereign Housing - Cost Sharing Agreement - Subject to Contract [GOSS-IMANAGE.FID1926682]

Dear Shiraz

Thank you for your email of earlier today.

I attach a copy of the latest draft of the Cost/Risk Sharing Agreement for your review.

Please note that this document was last circulated to my client in December 2009 and although I currently understand that it reflects discussions which my client and with Council up to December 2009, it may not incorporate any necessary amendments which may be required as a result of subsequent conversations. It does therefore remain subject to any further comments which my client may have.

I look forward to hearing from you with your comments as soon as possible.

Regards.

Yours sincerely

Paul Plaxton

From: Shiraz Sheikh
Sent: 21 October 2010 14:26
To: Paul Plaxton
Subject: [secure] The Priory Project L190327 - Cost Sharing Agreement

Thanks Paul. I tried calling you but I understand you are engaged.

I have briefly considered the agreement. My initial observations on the draft are as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

I should be grateful if you could take instructions from your clients on the above.

Kind regards,

Shiraz

Shiraz Sheikh – Solicitor (Corporate Services)

Projects, Procurement, Contracts and Education

Legal & Electoral Services, West Berkshire Council, Market Street, Newbury RG14

5LD

01635 519456 (external) 2456 (internal) (01635) 519431



Please consider the environment before printing this e-mail

From: Paul Plaxton [mailto:pmp@gosschalks.co.uk]

Sent: 01 November 2010 16:15

To: Shiraz Sheikh

Cc: david.ingram@sovereign.org.uk

Subject: Sovereign Housing - Costs Sharing Agreement - Subject to Contract [GOSS-
IMANAGE.FID1926682]

Dear Shiraz

I refer to your email to me dated 21 October 2010, upon which I have now taken my client's instructions.

Firstly, please note that the agreement sent to you was drafted on the basis of the Heads of Terms agreed between my client and the Council (specifically Tandra Forster/Melanie Brain) a copy of which I attach for your information.

In relation to your comments, I reply as follows:-

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

I believe that deals with all points raised in your email, with the only amendments required to the agreement being in relation to the overall cap on the Council's liability in respect of this particular project. My client has also agreed to let me have the pro-forma schedules for the purposes of the agreement in the next few days.

I understand that both my client and yours would like to finalise and enter into the agreement in the very near future, and therefore I would be grateful for your early confirmation that the above points are agreed.

One final point worthy of note is that I understand that this agreement is also to form the basis of other similar arrangements to be entered into, although certain specific amendments will need to be considered on a case by case basis.

I look forward to hearing from you.

Regards

Paul Plaxton | Partner | Corporate

Gosschalks, Queens Gardens, Kingston Upon Hull, HU1 3DZ

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From: Shiraz Sheikh

Sent: 15 November 2010 12:38

To: Paul Plaxton

Subject: [secure] L190327 RE: Sovereign Housing - Costs Sharing Agreement - Subject to Contract [GOSS-IMANAGE.FID1926682]

Dear Paul,

I have met with my clients. Our observations are contained within your email below in blue.

Kind regards,

Shiraz Sheikh – Solicitor (Corporate Services)

Projects, Procurement, Contracts and Education

✉ Legal & Electoral Services, West Berkshire Council, Market Street, Newbury RG14

5LD

☎ 01635 519456 (external) ☎ 2456 (internal) ☎ (01635) 519431



Please consider the environment before printing this e-mail

From: Paul Plaxton [mailto:pmp@gosschalks.co.uk]

Sent: 01 November 2010 16:15

To: Shiraz Sheikh

Cc: david.ingram@sovereign.org.uk

Subject: Sovereign Housing - Costs Sharing Agreement - Subject to Contract [GOSS-
IMANAGE.FID1926682]

Dear Shiraz

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Firstly, please note that the agreement sent to you was drafted on the basis of the Heads of Terms agreed between my client and the Council (specifically Tandra Forster/Melanie Brain) a copy of which I attach for your information.

In relation to your comments, I reply as follows:-

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

T: +44 (0)1482 324252 | F: +44 (0)870 600 5982 | www.gosschalks.co.uk

From: Tandra Forster
Sent: 22 November 2010 12:59
To: Shiraz Sheikh
Cc: June Graves
Subject: FW: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]
Importance: High

Shiraz,

Can you shed any light on the detail in the email below.

Thanks
Tandra

From: David Ingram [mailto:David.Ingram@sovereign.org.uk]
Sent: 22 November 2010 11:12
To: 'Paul Plaxton'
Subject: RE: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]

Paul,

Please see below in RED our comments. I have a Board on Thursday evening and it is my intention to advise Members that WBC appear no longer wish to participate in this matter as was agreed by their Elected Members and Senior Officers when this was originally set out.

I see no value in spending any more time on this Agreement as it is obvious that WBC are not planning to bring it to a conclusion. Without this being in place by the time a Planning permission is issued this project will not go forward in the format originally intended.

I will advise the new SSW Management Board accordingly.

I am happy for you to pass this on to the Council.

David W Ingram
Estates Development Director
Sovereign Housing Group

From: Paul Plaxton [mailto:pmp@gosschalks.co.uk]
Sent: 15 November 2010 16:33
To: David Ingram
Subject: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]

David

I set out below the text of an email received earlier this afternoon from WBC in relation to the above.

You will note that we do not appear to have moved much further on from their last email dated 21 October 2010.

Once you have had an opportunity to review the text below, perhaps you can call me to discuss how we respond.

Kind regards.

Paul

Dear Paul,

I have met with my clients. Our observations are contained within your email below in blue.


Kind regards,

Shiraz Sheikh – Solicitor (Corporate Services)

Projects, Procurement, Contracts and Education

Legal & Electoral Services, West Berkshire Council, Market Street, Newbury RG14 5LD

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 Please consider the environment before printing this e-mail

From: Paul Plaxton [mailto:pmp@gosschalks.co.uk]

Sent: 01 November 2010 16:15

To: Shiraz Sheikh

Cc: david.ingram@sovereign.org.uk

Subject: Sovereign Housing - Costs Sharing Agreement - Subject to Contract [GOSS-IMANAGE.FID1926682]

Dear Shiraz

I refer to your email to me dated 21 October 2010, upon which I have now taken my client's instructions.

Firstly, please note that the agreement sent to you was drafted on the basis of the Heads of Terms agreed between my client and the Council (specifically Tandra Forster/Melanie Brain) a copy of which I attach for your information.

In relation to your comments, I reply as follows:-

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: David Ingram

Sent: 16 July 2010 14:29

To: Heather Bowman

Cc: Stephanie Wood; 'Tandra Forster'; Lorraine Adams; Esther Findlay; Mark Attree; Dawn Brennan; Jenny Grote

Subject: Design & Access Statement - The Priory Hungerford

Please find attached the final Draft for the Planning submission in respect of the Priory Scheme. Please let me know if you have any comments / observations.

Team Distribution list :

David Ingram; Lorraine Adams; Heather Bowman; Dawn Brennan; Stephanie Wood; Esther Findlay; Jenny Grote; 'nick.paterson-neild@bartonwillmore.co.uk'; 'davina.bowe@bartonwillmore.co.uk'; 'matthew.chard@bartonwillmore.co.uk'; 'markhayton@leadbitter.co.uk'; 'davidpinckney@leadbitter.co.uk'; 'rsmith@carless-adams.co.uk'; 'james.bevis@i-transport.co.uk'; 'ben.thomas@i-transport.co.uk'; 'jfl@flac.uk.com'; 'James Wallace'; 'tforster@westberks.gov.uk'

I believe that deals with all points raised in your email, with the only amendments required to the agreement being in relation to the overall cap on the Council's liability in respect of this particular project. My client has also agreed to let me have the pro-forma schedules for the purposes of the agreement in the next few days.

I understand that both my client and yours would like to finalise and enter into the agreement in the very near future, and therefore I would be grateful for your early confirmation that the above points are agreed. [Shiraz Sheikh] In light of the above comments the agreement would need to be considerably amended to reflect my clients position.

One final point worthy of note is that I understand that this agreement is also to form the basis of other similar arrangements to be entered into, although certain specific amendments will

need to be considered on a case by case basis.[Shiraz Sheikh] My client are of the view that future projects will be considered on a project by project basis and as such there is no specific policy or commitment to enter into similar arrangements.

Again this was set out as a principle with WBC Elected Members at the outset.. if this is not the case I will again advise the Management Board on Thursday that WBC no longer wish to participate in this and the North Newbury project.

I will confirm this with the WBCPortfolio Holders directly

I look forward to hearing from you.

Regards

Paul Plaxton | Partner | Corporate

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Paul Plaxton | Partner | Corporate

From: Shiraz Sheikh

Sent: 22 November 2010 13:59

To: Tandra Forster

Cc: June Graves

Subject: RE: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]

Hi Tandra,

I have not seen the response as below. I sent them an email on the 15th November following our meeting with the response that we discussed. You will note I copied you in my email to Paul Plaxton of the 15th November.

Thanks
Shiraz

From: Tandra Forster

Sent: 22 November 2010 12:59

To: Shiraz Sheikh

Cc: June Graves

Subject: FW: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]

Importance: High

Shiraz,

Can you shed any light on the detail in the email below.

Thanks
Tandra

From: Paul Plaxton [mailto:pmp@gosschalks.co.uk]
Sent: 22 November 2010 16:21
To: Shiraz Sheikh
Cc: david.ingram@sovereign.org.uk
Subject: FW: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]

Dear Shiraz,

Further to your email of 15 November (a copy of which I have forwarded to my client), please see below an email from my client to me, the content of which is self-explanatory.

Accordingly, unless I receive instructions from my client to the contrary (in which case I shall contact you again), it would appear that as between us, this matter is now at an end.

Regards.

Paul

Paul Plaxton | Partner | Corporate

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