

From: Mel Brain
Sent: 08 January 2010 15:28
To: June Graves
Cc: Tandra Forster
Subject: RE: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]
June

Having waded through this this afternoon, I would make the following comments:

- I don't think it appropriate for SHA to be classed as the 'employer'. Surely this is meant to be an equal relationship an this terminology places them in the driving seat?
- Have we agreed to bear 70% of the costs on The Priory and should we be taking 70% of the risk on this development (which, afterall, is on their own land and will leave them with an asset)
- Under costs, much of the detail has been deleted just to leave the bare minimujm - are we happy with this?
- Are we happy to be liable for their legal fees when we have no control over the instructions they give to their solicitors - this authority sits with the Project Manager with no mention of us? We may also incur our own legal fees in reation to such a project?
- Should the Project definition be more explicit as to what is being provided?
- The sole discretion for appointing the Project Manager sits with SHA - I think we should hae an opportunity to be involved in this decision. I accept that the role needs to reflect their staffing structures and resources but iif the person they choose has, say, known historical personal disagreements with the Council's representative, we are setting ourselves up for failure. For the record, I am not saying that this is the case!
- 2.3 - I would like to see the cost plan to date before we agree to any levels. Are we going to seek an overall cap on our liability or break it down as this clause shows?
- 3.1.1 - Trigger events includes refusal of planning permission. This concerns me as a) refusal does not necessarily mean that we will conclude the project and b) we need to be sure that all pe-application advice has been taken onboard and incorporated into the planning application.
- 3.1.2 - I think that this should read that "in the opinion of the Employer AND the Council's Representative, imposes unacceptable planning conditions". If we are liable for costs, this decision cannot be made without our agreement.
- 3.1.3 - we need further discussion with them aorund this as I'm not sure I understand what it is saying
- 5.1 - are we happy to give the Project Manager authority to agree all costs without limitation, or could there be circumstacnes where we should be consulted first?
- 5.4 - this concerns me but is linked to 5.1 above and we need to seek Legal advice on it
- 5.5 - I think this should give us 5 days to put in writing
- 5.6 - I think 2 days is too short a time period and would suggest 5 days
- 6. Termination - the termination date only refers to the entering into of a build contract. However, if the prokect does not go ahead and a trigger event occurs, there must be some way of terminating the project and libailtiy under the agreement to prevent further isntuctions being issued and liability arising.
- 8.1 & 8.2 - I do not think that we should be liable for 70% of the costs of this agreement (if indeed that is what we agree ouroverall liability should be) - it should be no more than 50%. I am not sure we should have to pay towards SHAs legal costs in respect of this agreement and then pay our own costs too? These clauses requirre review
- 12.1 - Borrower requires definition or should this state Council?

My initial thoughts anyway . . .

Mel
Melanie Brain FCIH
Housing Strategy Manager

✉ West Berkshire Council, West Street House, West Street, Newbury, Berkshire RG14 1BD


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From: June Graves
Sent: 08 January 2010 11:33
To: Mel Brain
Cc: Tandra Forster
Subject: RE: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]

Can you let me have your thoughts/comments once you have had a chance to look at this.

June

June Graves Head of Housing and Performance, Community Services

 **West Street House, West Street, Newbury, Berkshire RG14 1BD**
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Please consider the environment before printing this e-mail

From: David Ingram [mailto:David.Ingram@sovereign.org.uk]
Sent: 08 January 2010 09:46
To: June Graves
Cc: Mel Brain
Subject: FW: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]
Importance: High

June / Mel

Please find herewith the amended Agreement for the Priory following our discussions.

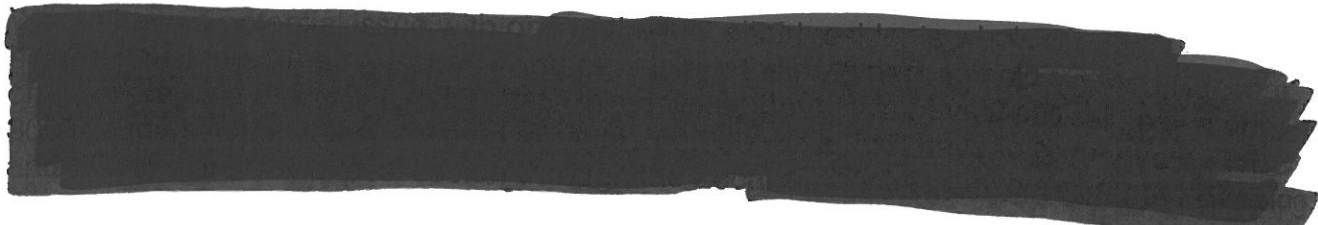
I attach both the last version and the current update one with track changes for your information.

I assume that if this is acceptable you will ask one of the Legal Team to handle this going forward ?

Paul Paxton of Gosschalks, Solicitors, Hull is acting for SS+W and Doubloon Development Ltd.

By way of project update, we are hopeful that Heather will be able to sign off the works needed in respect of the bat mitigation strategy next week and this will allow a start on the Garage demolition and construction of the new Executive Bat House and a small cost of £120,000.

Once this is finished and the mitigation strategy can be implemented, we hope to be able to finish off the pre planning work and move to Public Consultation. Currently, subject to agreement, I would be looking for an Application to be lodged in April or early May 2010.



[REDACTED]

[REDACTED]

I will keep you updated.

David

From: Paul Plaxton [mailto:pmp@gosschalks.co.uk]
Sent: 17 December 2009 11:18
To: David Ingram
Cc: Dick Llewellyn
Subject: Costs Sharing Agreement - The Priory [GOSS-IMANAGE.FID1926682]

Please see the attached :-

Paul Plaxton | Partner | Corporate

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