



Radcliffe on Trent Parish Council
The Grange, Vicarage Lane,
Radcliffe-on-Trent, Nottingham NG12 2FB

Tel: 0115 933 5808 Email: clerk@rotpc.com Web: www.rotpc.com

**Grange and Grange Hall Committee Meeting Tuesday 27th September 2022 after the
Extraordinary Planning meeting at 7pm**

Dear Councillor,

20th September 2022

Notice Pursuant to Paragraph 10 (2) (b) Schedule 12 Local Government Act 1972

In accordance with the above provisions, you are hereby summoned to attend a meeting of the **Grange and Grange Hall Committee** to be held on **Tuesday 27th September 2022 in The Grange, after the Extraordinary Planning meeting at 7pm**. The formal agenda and any accompanying papers for the meeting are attached to this summons. In the interests of transparency, the council asks that any person wishing to record the meetings proceedings informs the Chairman prior to the start of the meeting and that recording equipment is on view. There is an Open Session on the Agenda at which time members of the public are invited to raise any matters pertaining to the work of the committee, limited to fifteen minutes, during which time Standing Orders will be suspended.

Karen Green
Parish Clerk

Agenda

- 1. Apologies for Absence**
- 2. Declarations of Interest**
- 3. Proposal to appoint a Chair of the Committee**
- 4. Proposal to appoint a vice chair of the committee**
- 5. Proposal to accept terms of reference for the committee**
- 6. Proposal to accept the Events working group**
- 7. Proposal to accept the House keeping/Maintenance working group**
- 8. Proposal to accept the Pricing working group**
- 9. Proposal to accept the Christmas working group**
- 10. Open Session for members of the public to raise matters of council business, Limited to 15 Minutes**
- 11. Chairman's announcements**
- 12. Clerk's report**
- 13. Proposal to accept the quote for the renewal for the Grange roof**
- 14. Proposal to plant remaining Rose plants in front of the Grange entrance**
- 15. Correspondence- none to date**
- 16. Date of the next meeting TBC**

Radcliffe on Trent Parish Council

Committee Terms of Reference

Planning & Environment Committee

Ref 01 / Issue 06

- Membership of Committees to be agreed at each annual meeting of the Parish Council
- The Terms of Reference to be reviewed annually to ensure continued relevance to the community.
- All members to attend relevant planning training sessions where possible

<u>1) COMMITTEE</u>	Planning & Environment
2) POWER TO DECIDE	Yes
3) POWER TO ACT	Yes
4) POWER TO SPEND	Yes (Executive with specified expenditure budget – if allocated)
5) QUORUM	One Third membership
6) CHAIRMAN/VICE CHAIR	To be elected annually by the Committee
7) SUB-COMMITTEES	None
8) WORKING PARTIES	Trains, Neighbourhood Plan, Environment, plus Adhoc - Advisory

9) MAIN FUNCTIONS

- The Planning & Environment Committee is constituted as a Standing Committee of Radcliffe on Trent Parish Council.
- To consider local planning applications and other planning issues relating to the Parish.
- To seek to ensure that the general environment within the Parish is monitored, so far as is possible to report to the appropriate authority any potential hazards, breaches etc.
- To bear in mind environmental aspects when considering planning applications.
- To seek to ensure high standards to planning for all new developmental activity within the Parish and to seek to ensure that any development is commensurate with the character of the Parish.
- a) The Committee has delegated executive powers to consider minor, householder, and full planning applications or applications which may affect the overall environment or atmosphere of a local area and respond to Rushcliffe Borough Council. Any two Councillors may request an application be deferred for a meeting of the Full Parish Council.
 - b) To comment on licences when requested to do so.
 - c) To comment on street naming where requested.
 - d) To comment on footpath correspondence.
- A time sensitive response may be made by the Clerk following a majority decision by the Committee.
- The Committee has delegated powers to oversee the development of a Neighbourhood Plan. To manage the production of such a NP on behalf of Radcliffe on Trent with the full involvement of the community and support of the Parish Council.
- All correspondence shall be conducted through the Chairman or the Clerk of the Parish Council wherever possible.
- The Planning Committee may canvas opinions for and against applications to assist with fair determination of applications. The Committee has an obligation to ensure that relevant parties are given an adequate hearing – applicants, as well as objectors, will have the opportunity to speak at meetings in accordance with the Parish Council Standing Orders.

- The Chairman of Committee shall review all relevant comments on applications on the RBC Planning website prior to each committee meeting and advise members of such comments.
- Where an application is subject to an appeal, the Committee is authorised to make a written representation or to elect a member of the Committee to attend the hearing.
- Site meetings arranged by Rushcliffe Borough Council as necessary and where notified of a site visit, at least one member of the Planning Committee should attend where possible.
- All members to familiarise themselves with all relevant applications via the RBC planning portal in readiness for the meeting in which the applications will be considered.
- The Vice Chair will collate relevant application documents and present them as a Powerpoint presentation at each meeting.
- Other considerations of this committee shall be Energy Monitoring and Travel and Transport.

Finance & General Purposes

Ref 02 / Issue 06

- Membership of Committees to be agreed at each annual meeting of the Parish Council
- The Terms of Reference to be reviewed annually to ensure continued relevance to the community.
- All members to attend relevant training sessions where possible

1) COMMITTEE	Finance & General Purposes
2) POWER TO DECIDE	Yes
3) POWER TO SPEND	Yes (except for agreeing budget, setting precept & authorising borrowing)
4) POWER TO ACT	Yes
5) QUORUM	One Third membership
6) CHAIRMAN/VICE CHAIR	To be elected annually by the Committee
7) SUB-COMMITTEES	Wages & Personnel (Advisory)
8) WORKING PARTIES	Audit / Publicity and Publications / Health & Safety / Budget (All advisory)
9) MAIN FUNCTIONS	

Primary Purpose: to manage the Council's financial resources and to debate and recommend strategy and action on policy and operational matters concerned with Council's finances, property, resources, land and manpower.

The Finance & General Purposes Committee is constituted as a Standing Committee of Radcliffe on Trent Parish Council.

The Finance & General Purposes Committee will have the following specific duties:-

- (a) To prepare budgets and recommend precepts and will submit them to Full Council for approval.
- (b) To ensure adequate financial controls are in place to utilise and protect the Council's finances and assets – to include insurance of buildings and property and maintenance of the asset register.
- (c) To review and amend the Council's Financial Regulations annually and to ensure that the Council is observing the regulations.
- (d) To monitor and effect compliance with laid down internal and external audit and other financial procedures, regulations and statutes.
- (e) To monitor and where appropriate recommend purchase of capital items.
- (f) To make provision for future agreed capital projects.

- (g) To review and recommend an active policy for the best use and upkeep of the Council's property and resources.
- (h) To monitor, review and recommend on all matters relating to the Council's staff levels, emoluments and conditions of service.
- (i) To review Council Fees and Charges on a regular basis (at least biennially).
- (j) To monitor the Council's financial risk assessments and recommend changes where necessary.
- (k) To establish and effect a clear policy for grant aid administration.
- (l) To approve other Committee's annual spending/budget levels and capital projects to be undertaken and recommend implementation of the same to Full Council.
- (m) To approve within budgetary limits the day to day expenditure.
- (n) To recommend to Full Council such delegated powers to the Clerk as thought appropriate.
- (o) To appoint annually the Responsible Financial Officer to oversee the Council's financial affairs (normally the Clerk or Deputy).
- (p) To appoint an (advisory) Sub Committee for Personnel & Wages (This Committee membership will automatically comprise of all Chairman of all Committees, the Parish Council Chairman and the Parish Council Vice Chairman.)
- (q) To appoint (advisory) Working Groups for specific projects.
- r) The Budget Working Group to hold regular review meetings and to comprise of the Chair and Vice Chair of Finance and General Purposes and the Chair and Vice Chair of Council and relevant Staff members. Recommendations of the annual budget to be presented to Committee and Full Council for approval. Any recommendations to vire funds from different budget heads for specific issues arising during the course of the year to be approved by Finance and General Purposes Committee. Any recommendations to change the overall total budget figure during the course of the year must be approved by Full Council.

Amenities

Ref 03 / Issue 06

- Membership of Committees to be agreed at each annual meeting of the Parish Council
- The Terms of Reference to be reviewed annually to ensure continued relevance to the community.
- All members to attend relevant training sessions where possible.

<u>1) COMMITTEE</u>	Amenities
2) POWER TO DECIDE	Yes
3) POWER TO SPEND	Executive Within Specified Budget <i>'the Amenities Committee is responsible for its Net Budget, subject to any exceptional income or expenditure (i.e. outside the norm in terms of size or purpose) being submitted to and then authorised by the Finance and General Purposes Committee.'</i>
4) POWER TO ACT	Yes
5) QUORUM	One Third membership
6) CHAIRMAN/VICE CHAIR	To be elected annually by the Committee
7) SUB-COMMITTEES	None
8) WORKING PARTIES	Grounds Maintenance / Play Equipment / Football Liaison / Leisure (All advisory)

9) MAIN FUNCTIONS

The Amenities Committee is constituted as a Standing Committee of Radcliffe on Trent Parish Council.

Responsibilities

Matters relating to all Play Areas / Recreation Grounds, Churchyard, Cemetery, Twitchel, Rockley Memorial Park, Cliff Top, Valley Road Play Area; Bingham Road Play Area; Wharf Lane Recreation Ground including the Skate Park, 19 Rockley Avenue, Saxondale Play Area; Triangle of land at Bingham Road, Land at Dewberry Hill, the Lily Ponds and other general Village Amenities including Street Furniture.

- a) To provide details of work required for inclusion in the finance budget by the end of October to be costed for approval by the Finance and General Purposes Committee
- b) Provision and Maintenance of Equipment and Other Assets
- c) Consider matters relating to the acquisition of land or facilities for recreational or related purposes.
- d) Administration, management and maintenance of properties and buildings in the ownership of the Parish Council including the Cemetery and all matters relating thereto (except The Grange and Grange Hall which is considered by a separate Standing Committee.
- e) The Committee has delegated executive powers to consider revenue and capital expenditure within the Amenities budget and associated items, i.e. Public Toilets, the Pavilion and 19 Rockley Avenue only.
- f) To be responsible for maintenance and development of Play Areas
- g) To be responsible for the risk assessment on the Play Areas.

Grange and Grange Hall Committee

Ref 04 / Issue 06

- Membership of Committees to be agreed at each annual meeting of the Parish Council
- The Terms of Reference to be reviewed annually to ensure continued relevance to the community.
- All members to attend relevant training sessions where possible.

1) COMMITTEE	Grange and Grange Hall
2) POWER TO DECIDE	Yes
3) POWER TO SPEND	Executive Within Specified Budget and to the designated reserves Hall and Grange Refurbishment <i>'the Grange and Grange hall Committee is responsible for its Net Budget, subject to any exceptional income or expenditure (i.e. outside the norm in terms of size or purpose) being submitted to and then authorised by the Finance and General Purposes Committee.'</i>
4) POWER TO ACT	Yes
5) QUORUM	One Third membership
6) CHAIRMAN/VICE CHAIR	To be elected annually by the Committee
7) SUB-COMMITTEES	None
8) WORKING PARTIES	Events, Pricing, Housekeeping and Maintenance, Christmas (All advisory)

9) MAIN FUNCTIONS

The Grange and Grange Hall Committee is constituted as a Standing Committee of Radcliffe on Trent Parish Council.

Responsibilities

Matters relating to all The Grange, Grange Hall and Grounds, Events

- a) To provide details of work required for inclusion in the finance budget by the end of October to be costed for approval by the Finance and General Purposes Committee
- b) Provision and Maintenance of Equipment and Other Assets
- cd) Administration, management and maintenance of The Grange and Grange Hall
- e) The Committee has delegated executive powers to consider revenue and capital expenditure within the Grange and Grange Hall budget and associated items

All matters involving the running of The Grange and Grange Hall facilities and building management, pricing policies, organisation of council social events, PR and Marketing.

- a) To Consider The Grange and Grange Hall Hire Charges & Concessions
- b) To maintain and review Health & Safety Policy & Procedures
- d) To formulate and update a Marketing/Business Plan for the buildings
- e) To manage and administer Council premises to include maintenance and use of the facilities both by the Council and others, including the furnishing and equipping of the premises with regard to the Grange and Grange Hall buildings.
- f) To consider licensing issues pertaining to the Grange and Grange Hall.

Karen Green
Parish Clerk

Adopted August 2013

Last Reviewed

May 2014

May 2015

June 2016

May 2018

Aug 2020

May 2021

May 2022

Sept 2022



Unit 7 Chestnut Farm, Corkhill Lane, Normanton,
Southwell, Nottinghamshire, NG25 0PR
Tel: 01636 812430
e-mail: enquiries@probuildeastmids.co.uk

QUOTATION

Date: 06/09/2022

Customer: Radcliffe Parish Council

Job Description: The Grange, Vicarage Lane, Radcliffe on Trent

General Roof

- Supply scaffold access to eaves level of the property.
- Jet wash and remove all moss from the slates.
- Remove moss and jet wash coping stones and repoint as necessary.
- Re-bed all ridge tiles, with a 3 and 1 sand cement mortar mix and point neatly, following the removal of moss.
- Replace existing leaking joints with new.
- Removal of building waste from site.

Pitch 1

- Remove and replace slipped and delaminated slates and fit tingle strips.
- Remove concrete chimney coping and take down top 4 courses of spalled bricks.
- Supply new bricks and re-build the top 4 courses of brickwork and re-bed concrete chimney coping.
- Chop out and replace localized spalled bricks lower down the chimney.

Pitch 2

- Remove and replace slipped and delaminated slates and fit tingle strips.
- Supply and fit new lead flashing.

*Company number: 07308076.
Registered in England and Wales
VAT No. 106 9643 08*



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Southwell, Nottinghamshire, NG25 0PR
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Pitch 3

- Remove and replace slipped and delaminated slates and fit tingle strips.

South Elevation

- Strip back and remove the last couple of rows of slates to the gable end and set aside to re-use.
- Extend lath as necessary, and fit new undercloak to create 50 mm overhang.
- Supply additional slates as necessary and re-lay existing slates, bedded on a 3 and 1 sand cement mortar mix and point neatly.
- Point neatly between undercloak and brickwork.

Price: £17,600 + VAT

Note – The scaffolding equates to large proportion of the cost of the repair work. If you are considering replacing the slates to the whole roof soon, then it may be worth considering carrying out that work now rather than at a later date. This will obviously save you the significant cost of scaffolding the building again in the future, and the costs of further ongoing slate repairs.



Arc Building Consultancy

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27th June 2022

By Email Only
clerk@rotpc.com

Our reference: 001/22033P/DCR

Your reference:

Karen Green
Parish Clerk
Radcliffe-on-Trent Parish Council
The Grange
Vicarage Lane
Radcliffe-on-Trent
Nottinghamshire
NG12 2FB

Dear Karen

THE GRANGE, VICARAGE LANE, RADCLIFFE-ON-TRENT, NOTTINGHAMSHIRE NG12 2FB
CONTRACT ADMINISTRATION SERVICES
SCOPE OF SERVICE AND FEE PROPOSAL

Further to our telephone conversation of last week and your email on the 15th June 2022 with regards to this matter, I understand that you would like us to provide you with fee quotation for providing Contract Administration services in relation to the above property. I hereby confirm my understanding of your requirements, our scope of service and fee proposal in this regard.

This letter briefly outlines the works required and under separate headings covers the aspects of the Contract Administration role that I would envisage would be necessary in order to move this matter forward. I have also included separately the role of Principle Designer under the CDM regulations which are hopefully self-explanatory but if you require any further explanation or detail please do not hesitate to let me know.

SERVICE PROPOSAL

I understand that we have undertaken a Wants of Repair Schedule previously in July 2021, and within our Wants of Repair report we noted several items of disrepair such as the roof, ridge tiles were cracked and mortar was failing but also to the external walls, failing finishes, staining etc. were noted. We also noted that the defects to the paint and render of the building, may indicate that the current paint is non-breathable and therefore causing further issues. It might therefore be necessary to eradicate these issues and fully redecorate the property.

During our conversation last week I reiterated an option that you could undertake these works in a piecemeal approach on a suggested elevation by elevation basis if there were budgetary restraints. As per our conversation last week, I understand that you would like to proceed with all of the works at once in order to reduce the overall cost.

I will be the Director responsible for the project but will be assisted by other members of my team depending on arrangements with regards to access etc. to ensure the works are undertaken in the most efficient way.



Arc Building Consultancy Ltd. Registered in England and Wales
Company Registration Number: 7407248 Director: Stephen Dobinson
VAT Registration number 106 6763 13
Registered Office:
Imogen House, 37 Moorbridge Road, Bingham, Nottm NG13 8GG

Our involvement in this project can be divided into two parts or stages which we refer to mainly as Preliminary and Pre-Contract as Stage One and then Post Contract as Stage Two. Post Contract is primarily the works once they are on site.

STAGE ONE – PRELIMINARY AND PRE-CONTRACT STAGE

Attached is the standard RICS Contract Administration Scope of Service which outlines the Preliminary and Pre-Contract stages related to sections 1 to 4 inclusive. In summary it will include for the taking of the brief from yourselves, visiting site, and compiling any necessary information in relation to specifications, preparing and inviting tenders from suitable contractors. For your information this Pre-Contract service will also include the preparation of a Tender Analysis Report for yourselves once tenders have been received.

Within this stage there are also assessment duties required by the Principle Designer and these will basically comprise:

1. Notification of the Health and Safety Executive in form prescribed of the details of the project. This is often referred to as the F10.
2. Checking as far as reasonably practicable that everyone contributing to the design give adequate regard to the Health and Safety of any person carrying out construction or cleaning work in or on structure or property at the time plus any person who may be affected by such activities:
 - Avoiding foreseeable risk, or if this is not possible:
 - Combating risk at source; and
 - Giving priority to protection of the individual and includes adequate relevant information in connection therewith.
3. Ensuring co-operation between the designers in connection with the above (in this particular instance as it is maintenance work there will be little further design work to be undertaken but if specialists are involved for any reason then their input would be sought).
4. We are required to advise you, or any contractor on the competence of designers and contractors and the adequacy of the resources allocated by them.
5. Preparing the Pre-Construction information for inclusion within the tender documents prior to the appointment of the Principle Contractor who then takes on the responsibility for its adoption and development throughout the construction phase of the project.

STAGE TWO - POST CONTRACT STAGE

If you decide to proceed with the building works, post contract administration services will apply as the services described in section 5 - 7 inclusive on the attached Scope of Service.

In essence this will mean the day to day management of the contract, site visits and quality control to ensure that the project proceeds in a diligent manner to the costs that are agreed and in the manner, that is acceptable.

The Principle Designer's duties for this element of the instruction will be as follows:

1. Advising you when, in our opinion, contractors' documentation is sufficiently developed to enable the construction work to commence.
2. During the course of the project, keeping the Health and Safety aspects under review with the Principle Contractor and keeping you advised of ongoing issues or risks.
3. Preparing a suitable Health and Safety file in conjunction with the main contractor and providing you with two copies of this on completion of the construction work. In this connection, the Principle Designer's role does not extend to the generation of as built drawings, or any other details, and we will rely on information supplied by the other designers and the contractors.

FEE PROPOSAL

Our fee for providing **Contract Administration** services will be based on a % of the contract value of the works depending on the size of the project, subject to minimum fees as indicated in the table below.

Band of Construction Value	Type of Fee Basis	Stage 1 Fee (excluding VAT)	Stage 2 Fee (excluding VAT)
Construction Value up to and including £50,000	Fixed Fee	£3,000.00	£2,000.00
Construction Value from £50,001 to £100,000	% fee subject to minimum fees as stated	60% of 12% of contract sum <u>Minimum fee</u> £3,000.00	40% of 12% of contract sum <u>Minimum fee</u> £2,000.00
Construction Value from £100,001 to £200,000	% fee subject to minimum fees as stated	60% of 10% of contract sum <u>Minimum fee</u> £3,500.00	40% of 10% of contract sum <u>Minimum fee</u> £2,500.00

Our fee for providing **Principal Designer** services under CDM will be additional, based on 2.5% of the final construction value and similarly split on a 60:40 basis over Stages 1 & 2.

TIMING OF FEE INVOICES

Stage 1

Invoices for services provided under Stage 1 will be issued upon completion and issue of the Tender Analysis Report (end of Part 4 of the RICS Scope of Service). This fee will be based on the value of the works as indicated by the lowest tender received.

Stage 2

Our reference: 001/22033P/DCR

The remaining part of the fee for Contract Administration services will be based on the projected final account for the works and billed on a pro-rata monthly basis over the period of construction works. The Stage 2 Principal Designer fee will be issued on completion of the project and be based on the final contract sum.

We will require payment directly by yourself of all our invoices within our 30 day payment terms.

Abortive Fees

If you decide to abort the project during the preliminary and pre-contract stage of our involvement, upon being informed of this, we will bring it to an end as quickly and as economically possible. You will be charged fees equating to the value of the work undertaken by us, together with all the expenses and disbursements incurred. The value of the work undertaken by Arc Building Consultancy will be based on the hourly rates indicated below and the amount of time expended by the individuals concerned.

Director	£150.00 per hour, excluding VAT
Associate Director	£130.00 per hour, excluding VAT
Senior Surveyor	£100.00 per hour, excluding VAT
Surveyor	£80.00 per hour, excluding VAT

Any notice to us confirming that you are aborting this instruction will need to be confirmed to us in writing and confirmed by us in return. We are unable to accept notification other than by this manner just in case the recipient is out of the office and word is not received by the various parties.

TERMS AND CONDITIONS OF BUSINESS

Arc Building Consultancy Standard Limitations & Terms and Conditions of Business will apply to our services and fee arrangements. Please consider the attached Terms and Conditions of Business which you will note include reference to the General Data Protection Regulations (GDPR) and a copy of our Privacy Policy. Please consider these terms and let me know as soon as possible if you have any queries.

I hope that I have interpreted your requirements correctly and that our Service Proposal and Fee Proposal are of interest. Please contact me if any matters remain unclear or if I have misinterpreted your instructions.

If you wish to confirm our engagement, please return to me as soon as possible a photocopy of this letter duly countersigned and dated by an authorised person as identified below. Alternatively, confirmation of instruction in writing would be equally accepted.

I look forward to hearing from you.

Our reference: 001/22033P/DCR

Yours sincerely



James Leonardi
E: jamesl@arcbuildingconsultancy.co.uk
M: 07500 863 963
For and on behalf of Arc Building Consultancy Ltd

Enc; Limitations and Terms and Conditions of Business

I confirm acceptance by
of the terms and conditions set out in this letter and hereby engage Arc Building
Consultancy Ltd in relation to their fee letter 001/ 22033P/DCR.

Signed

Print Name

Dated



Arc Building Consultancy

11a Bridlesmith Chambers
Bridlesmith Walk
Nottingham NG1 2HA

TERMS AND CONDITIONS OF BUSINESS

General

t 0115 784 7008

e info@arcbuildingconsultancy.co.uk

www.arcbuildingconsultancy.co.uk

1.	This document together with the terms of our appointment letter to you sets out the terms on which we accept your appointment. These terms will apply to all our work for you unless expressly varied in writing. The expression "we", "us" or "the company" means the member of the Arc Building Consultancy Ltd.
2.	We will rely on you to supply in a timely manner, all instructions and information needed by us to act on your behalf. We will rely on you to inform us of any changes to those instructions or that information and to any other relevant circumstances. We are not under any obligation to check the accuracy of information you supply unless it is agreed in writing that we should do so.
3.	Unless otherwise agreed in writing the services we provide are for the benefit only of the party to whom these terms and conditions are sent and as specified in the accompanying appointment letter. A person who is not a party to our appointment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of our appointment.

Fee Basis

4.	The basis of our fees for individual instructions will be confirmed in our appointment letter.
5.	Where work can be precisely defined, we will quote a fixed fee. Fixed fees are typically expressed either as simple 'lump sums' or as a percentage of final construction cost (in building projects).
6.	Unless agreed otherwise, where a fixed fee has been identified and work is required that falls outside the agreed scope of services, the fees for the additional work will be calculated on a time charge basis. Time-charging means that our fee is determined by the time spent by those who deal with the instruction. The hourly rates that will apply to the instruction are confirmed in our appointment letter.
7.	Unless stated otherwise, fees are quoted exclusive of Value Added Tax, which shall be added to our charges at the rate in force at the date the fees are rendered.
8.	Our fee invoices will be submitted at appropriate stages of our work regardless of whether or not the matter proceeds to completion. For building inspections and other reports, this will typically be about one week after submission of the report. For on-going instructions interim fees will normally be submitted on a monthly basis. In some circumstances we will require payment for our Reports before they are issued and if this is the case, this will be clearly stated in our Appointment letter.
9.	In the case of dispute work, you should be aware that if you are successful it will not usually be possible to recover all your costs because of the way in which the Court/Arbitrator assess them. Costs are not usually awarded to the parties to an adjudication. In these cases, you will remain responsible for the full payment of our invoices when you receive them.

Disbursements

10.	We will agree with you whether or not disbursements will be added to our quoted fees or whether they are included. Unless otherwise stated, our quoted fees will usually include disbursements for internal expenses incurred in discharging the instruction, such as travel, subsistence, photography, printing, copying, binding, postage. Where disbursements will be charged in addition to the fee, for example for specialist testing, specialist equipment hire, bulk printing, couriers, HM Land Registry searches, OS digital maps, etc, this will be confirmed in writing and the expenses will be charged at cost as disbursements. Value Added Tax is payable on certain disbursements and expenses.
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Other Costs

11.	Unless otherwise agreed we expect the appointment of specialist consultants when required to be made direct by our clients. Where we undertake to co-ordinate and integrate specialist consultants' work subsequent to our initial instruction our additional fees for doing so will usually be calculated on a time-charge basis.
12.	Unless otherwise stated we generally expect costs of consultants working under our control, planning applications and Building Regulation applications to be met directly by our clients.
13.	Where access to premises is arranged but is not available at the confirmed time and date, resulting in an abortive visit, we reserve the right to charge for any additional time spent and expenses incurred.

Suspending and Terminating Instructions

14.	A surveyor appointed under section 10 of the Party Wall etc. Act 1996 holds thereafter a statutory appointment, which may not be rescinded. For all other appointments you may terminate or suspend our services by giving seven days written notice by post or addressed to the Client Director with whom you are dealing. Notification by e-mail cannot be accepted.
15.	If either party becomes insolvent the other may terminate the appointment forthwith by giving written notice to the other.
16.	In the event that you default in payment we may, on giving seven days written notice, suspend performance of our services. Performance will be resumed upon payment unless the suspension exceeds 6 months.
17.	We may terminate the appointment if: you materially breach your obligations and have failed to remedy the breach within 14 days following written notice given by us and/or. without good reason you fail to give us information or instructions in a timely manner and/or. there is a serious breakdown in confidence between you and us and/or any other circumstances arise, which as a matter of law or practice, entitle us to terminate our appointment and/or our services are suspended for more than six months.
18.	Within 21 days following suspension or termination you shall pay all fees and expenses due, commensurate with the services performed, up to the date of suspension or termination including time spent in the seven day period following any termination in closing down the instruction.

Payment Terms

19.	Our fee invoices are due for payment in full on presentation, in sterling and without any deduction, set off abatement or counterclaim. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, we reserve the right to charge interest at 8% above the Bank of England's base rate on any fee invoices that are not paid within 30 days from the date of issue.
20.	If you disagree with, or have queries about a fee invoice we request that you notify us within 14 days from the invoice date, after which time we will assume that you have agreed its content. If you do dispute any part of the invoice and so notify us you shall nonetheless pay all items which you do not dispute pending resolution of the balance.
21.	We will be entitled to keep all your papers and documents while there is any money properly owing to us for our fees and expenses.
22.	A payment will be considered late if not settled within 30 days of the invoice date. If the matter is passed to small claims for recovery interest will be charged on the amount at the rate advised by the small claims web site and any letters sent in chasing the amount will be recharged at £150/letter.

Exclusions and Limitations on Liability

23.	Where you have a number of advisers including the Company advising on a matter our liability shall be limited to that proportion of any loss or damage suffered by you as it would be just for us to pay having regard to our responsibility for it and on the basis that all other advisers liable for the same loss or damage shall be deemed to have paid you such proportion which it is just for them to pay having regard to the extent of their responsibility.
24.	Unless otherwise agreed our maximum aggregate liability to you for any breach of contract, negligence or breach of statutory duty or otherwise is limited to one million pounds (£1,000,000) except that nothing in these terms and conditions shall exclude or limit our liability in respect of fraud or death or personal injury caused by us.

Asbestos

25.	If we undertake any services in relation to a building or structure containing asbestos or asbestos containing materials in addition to the limitations on liability set out in paragraphs 22 and 23 our liability is limited to the direct result of our negligence or breach of contract and to the cost of re-performance of our services and/or rectification or remediation (as appropriate) or the diminution in value of any buildings or structures we survey.
26.	We shall not be liable for: any damage to property other than the building/or structure or any part thereof which requires re performance of our services and/or rectification and/or remediation; death, injury, illness or disease whether physical or mental; physical impairment or damage to any ecological system; consequential indirect, economic or financial loss; any analysis and/or testing undertaken by asbestos testing organisations on your behalf whether instructed by you or us; due to or arising from the presence or release of asbestos or asbestos containing materials.

Complaints

27.	We operate a Complaints Handling Procedure, a copy of which is available upon request.
28.	We will tell you the name of the Director responsible for work carried out by us. The Director is the person you should contact first if at any time you wish to discuss any matter we are handling for you so that any concerns can be addressed. If he/she is unable to resolve the complaint to your satisfaction please contact our Company Secretary, Phillipa Dobinson, who will arrange for the complaint to be investigated and report to you.

Data Protection Legislation (means the EU General Data Protection Regulation (GDPR), the Data Protection Act 2018 and any other applicable primary or secondary legislation as may be in force in the UK from time to time)

29.	It is very important to us that you understand our intentions, and your rights, in relation to your personal data. By providing your personal data to us, you acknowledge that you have read, and understood, our Privacy Policy attached. You acknowledge that we may process your personal data in accordance with that Privacy Policy, and for the purposes set out in the Privacy Policy.
30.	We may process your personal data without your consent where we have another legal right to do so. Most commonly this will be where the processing of your personal data is necessary in order to enter into, or perform, a contract with you. Additional detail on this and other potential legal grounds under which we may process your personal data are set out in our Privacy Policy.

31.	You may withdraw your consent to our processing of your personal data at any time, by contacting us on info@arcbuildingconsultancy.co.uk . We may continue to process some of your personal data if we have another legal right to do so, in accordance with our privacy policy.
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PRIVACY POLICY

Introduction

Arc Building Consultancy Limited respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data when you visit our website at www.arcbuildingconsultancy.co.uk (together, "our website") and tell you about your privacy rights and how the law protects you. This privacy policy also applies to any personal data collected or received through means other than our website – for example via email, telephone, post or face-to-face contact.

1. Important information and who we are

Your privacy is important to us and we are committed to keeping your information secure, which is managed in accordance with our legal responsibilities under applicable Data Protection laws.

Purpose of this privacy policy

This privacy policy aims to give you information on how Arc Building Consultancy Limited collects and processes your personal data.

Our website is not intended for children and we do not knowingly collect data relating to children. If you are below 16 you must stop using our website unless you have our express written consent to use it.

It is important that you read this privacy policy together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal

data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements any such notices and is not intended to override them.

Controller

Arc Building Consultancy Limited is the controller and responsible for your personal data (collectively referred to as "Arc Building Consultancy", "we", "us" or "our" in this privacy policy).

We have appointed a privacy officer (PO) who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise your legal rights (as set out in paragraph 9 of this privacy policy), please contact the PO using the details set out below.

Contact details

Our full details are:

Full name of legal entity: Arc Building Consultancy Limited

Name and title of PO: Phillipa Dobinson –Director

Email address: Phillipa@arcbuildingconsultancy.co.uk

Postal address: 11a Bridlesmith Chambers, Bridlesmith Walk, Nottingham, NG1 2HA

Telephone number: 0115 7847008

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Changes to the privacy policy and your duty to inform us of changes

We keep our Privacy Policy under regular review. This version was last updated in November 2021 and historic versions can be obtained by contacting us. It is important

that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

2. The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender, job title and employer.
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details and, if appropriate, VAT Number
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access our website.
- **Profile Data** includes your username and password, purchases or orders made by you and feedback.
- **Usage Data** includes information about how you use our website, products and services.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, Trade Union membership, information about your

health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

3. How is your personal data collected?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise, including face-to-face contact.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies.
- **Third parties or publicly available sources.** We may receive personal data about you from various third parties and public sources as set out below:
 - Technical Data from the following parties:
 - (a) analytics providers such as Google, some of whom are based outside the UK;
 - (b) advertising networks, some of whom are based outside the UK; and
 - (c) search information providers, some of whom are based outside the UK.
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services, some of whom are based outside the UK.
- Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the UK.

4. How we use your personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.

- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please [contact us](#) if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new client	(a) Identity (b) Contact	Performance of a contract with you
To perform a service in accordance with your instructions including circumstances where we may be instructed by more than one party, for example: (a) issue information and documents via email when jointly instructed that will include the issue of email contact information that will be visible to all parties connected with the instruction	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (including to recover debts due to us)

(b) Manage payments, fees and charges (c) Collect and recover money owed to us		
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To administer and protect our business and our website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and communications (f) Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our

relationships and experiences		business and to inform our marketing strategy)
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Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of our website may become inaccessible or not function properly.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please [contact us](#).

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. Disclosures of your personal data

We may share your personal data with the parties set out below for the purposes set out in the table above.

- External Third Parties as set out in the *Glossary*.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.
- We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. International Transfers

Where any of our external third parties are based outside the UK their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the UK, we ensure a similar degree of protection is afforded to it by ensuring that at least one of the following safeguards is implemented:

- We will only transfer your personal data to Countries that have been deemed to provide an adequate level of protection for personal data.
- Where we use service providers, we may use specific contracts approved for use in the UK which give personal data the same protection it has in the UK;

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the UK.

7. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. Data retention

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting, or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we

process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being a customer for tax purposes, but we will retain client's files for up to 15 years after providing professional services in accordance with our Regulator's Guidelines (The Royal Institute of Chartered Surveyors).

In some circumstances you can ask us to delete your data: see *Request erasure* below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

9. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data.

If you wish to exercise any of those rights (as further detailed in the *Glossary*), please [contact us](#).

No fee usually required

You will not usually have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any

person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10. Glossary

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by [contacting us](#).

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

External Third Parties

- Where we are acting as a Data Processor, our clients.
- Service providers who provide IT and system administration services.
- Suppliers of goods, components, software, hardware or services comprising part of our provision to you, based both within and outside the UK.
- Professional advisers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities based in the UK.

- Where instructed jointly by more than one client, or party, all clients or parties connected with the instruction (to whom we may be required to issue information and documents usually via email).

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated

information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.



Arc Building Consultancy

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t 0115 784 7008

e info@arcbuildingconsultancy.co.uk
www.arcbuildingconsultancy.co.uk

Limitations applying to our professional service

1. Concealed Parts

If we observe evidence to suggest that concealed parts of the structure and fabric might be defective, we will advise you accordingly and make recommendations for further investigations. However, unless otherwise instructed by you, we will not open-up for inspection any permanently enclosed or concealed parts of the structure and fabric.

2. Deleterious and Hazardous Materials

We will advise you if we consider that there exists a significant possibility that deleterious or hazardous materials exist at the property. Unless otherwise instructed, we will not undertake, or commission, inspections or laboratory tests to confirm the extent and precise nature of any deleterious and hazardous materials that might be present.

3. Services Installations

Our report on the services installations will be based on a cursory inspection only in order to include a general description. We will not test any of the installations. Unless otherwise instructed, we will not commission the inspection and testing of any installations by specialist consulting engineers. If we find visual evidence to suggest that there might be significant problems with any of the installations, or if they are particularly sophisticated or complex, we will advise you accordingly, and make recommendations for further investigation and/or testing by specialists.

4. Building Occupancy

As the property is occupied, access to some areas could be restricted or denied. If we find that our inspection has been excessively limited we will advise you accordingly and seek your further instructions. Our report will list any significant internal and external areas that we are unable to inspect.

5. Land Contamination

We will not make any formal enquiries or carry out investigations into the potential contamination of the site or neighbouring land. If, after our inspection, we consider that further detailed investigation is appropriate, we will inform you accordingly.

6. Compliance with Legislation

Our inspection will involve a general review of the state of compliance with statutory requirements such as the Building Regulations, Workplace Regulations, Fire Regulations and the Disability Discrimination Act. However, compliance with these regulations often requires a more detailed study and involves the preparation of a detailed risk assessment. Such studies and risk assessments are beyond the scope of the type of inspection and report proposed.

7. Communication

During the course of providing our service we may be required to issue information and documents via email that will include the issue of email contact information that will be visible to all parties connected with the instruction.

8. Liability and Confidentiality

Our building inspection report may be relied upon by the client whose details need to be confirmed to whom we only owe a duty of care. Our report must not be passed for information, or for any other purpose, to any third party without our prior written consent, which consent will not be unreasonably withheld or delayed. Such consent shall not entitle the third party to place any reliance on the report and shall not confer or purport to confer on any third party any benefit or right pursuant to the Contracts (Rights of Third Parties) Act 1999.