

Malvern Hills Trust  
St Ann's Well Refurbishment Committee  
Manor House, Grange Road, Malvern  
Thursday May 11 2017, 5.00pm

**Present:** CEO, Mr S Freeman, Mr M Davies, Prof J Raine.

**In Attendance:** Secretary to the Board

1. **Apologies for absence**

James O'Donnell.

2. **Declarations of interest**

There were none.

3. **Matters arising from previous meeting not otherwise on the agenda**

There were none.

4. **Update on planning and generally**

In response to the issues raised by the planning officer, Matthew Gullick had submitted to MHDC the revised plans and revised window specification. The brief for the archaeological investigation had been received and an archaeologist, Martin Cook, had been appointed and asked to proceed. At this stage, he was required to produce a method statement for the builders, followed by making a record of the building prior to work starting. He would also have to carry out monitoring and recording when the builders were on site. The planning department had been asked if the requirement to build a wall panel could be dealt with by way of a condition. Further clarification had been provided of the proposed suspended ceiling in the café. The proposed that, if the steps could be satisfactorily re-enforced by removing only the front of the steps, then that work would be carried out. If, once work commenced, it was apparent that this method would not produce a satisfactory result, the work would not undertaken. There was as yet no indication of a timescale for determination of the planning application.

5. **Confidential item**

On the proposal of Mr Freeman, seconded by Prof Raine, it was **RESOLVED** to exclude the public for discussion of the remaining item on the agenda on the grounds that publicity would be prejudicial to the public interest by reason of the exempt or confidential nature of the business to be transacted (legal/commercially sensitive matter).

<b>MINUTES RELEASED</b>
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**6. To appoint a contractor**

The CEO circulated a table setting the queries raised with the preferred contractor and the outcomes. Some prices could not be quantified until the outstanding planning issues had been resolved. The CEO felt that there was sufficient clarity to enable the contract to be signed, with caveats on the outstanding items. Subject to these, it appeared that the work could be completed within budget, for a price very close to the QS's original figure. The Committee was very concerned that there were still outstanding planning issues and discussed the various scenarios which could arise. Any decision taken now was based on an assumption that the planning officer would not raise fresh issues at this stage. The main risk of a substantial price increase and a delay in completing the work was if the planning officer would not agree the submitted specification for the windows.

The contract would be a standard JCT contract, with a provision for monthly payments on certificates. These would be signed off on behalf of MHT by the architect. The CEO would check whether there was any provision in the standard contract for compensation in the event of the work overrunning. The contract would have to be made subject to the grant of planning permission and the builder could not place orders for bespoke items (for example windows and kitchen fittings) until planning permission was granted. If this was delayed for more than 6 weeks this would have an impact on the work being completed on schedule. The CEO confirmed that the timing of the work had been set out in writing to the café tenant, following his verbal agreement.

The Committee unanimously **RESOLVED:**

- a) to appoint SMB to carry out the refurbishment work at St Ann's Well in accordance with the agreed specification and priced schedule of works.
- b) That the CEO, on behalf of MHT, should enter into a contract to that effect, the contract to be subject to planning approval being granted and to specify that SMB should not place orders with third parties until such time as planning approval has been given.
- c) Prior to signing the contract, the CEO to provide Committee members with a copy of the draft special conditions for approval. It would be sufficient for Committee members' approval of the conditions to be provided by E-mail.

**The meeting closed at 5.56pm**