

HAVERING SIXTH FORM COLLEGE

**MINUTES OF THE MEETING OF THE
BUILDINGS COMMITTEE**

held on Tuesday 21st October 2014 at 6.25 p.m.

Present: Rodney Eborn, Paul Trueman, Paul Wakeling

Apologies Received: None

In attendance:

Wendy Brice-Thompson	Independent Governor
Keith Darvill	Independent Governor
Meg Davis	Independent Governor
Ray Harris	Independent Governor
Brian Martin	Staff Governor
Paul Nutter	Assistant Principal, Curriculum
Maria Jorysz	Finance Director
Roger Hawkins	Clerk
Cathy Horne	Assistant Clerk

In the Chair: Rodney Eborn

B/14/16	<p>Declarations of interest</p> <p>There were no declarations of interest.</p>	
B/14/17	<p>Revised Letter of Intent <i>Paper: Amended Letter of Intent</i> <i>Tabled Paper: Cost Plan provided by Woodley Coles</i></p> <p>The Finance Director explained that a revised programme had been issued to bring forward the date of practical completion of the project. In order to do this, some activity and associated expenditure had been brought forward and would be incurred prior to the finalisation of the contract. Members were reminded that the existing letter of intent authorised preliminary expenditure of £100,000 and that the revised estimate for this was £150,000, representing an additional financial commitment of £50,000. This had been discussed in detail at the Corporation meeting on 30th September with delegated power given to the Buildings Committee to approve the expenditure within the overall budget approved by the Corporation.</p> <p>Responding to a question by the Chair, the Principal and Finance Director confirmed that the project was exempt from VAT. There would, however, be VAT payable on fixtures and fittings.</p> <p>The Chair drew Members attention to the Cost Plan within the Woodley Coles document, which showed the total cost for the project as £1,170,514.52.</p> <p>Referring to page two of the revised Letter of Intent, the Chair queried the contract start date which was given as 18th August 2014. He was informed that the letter was an amended Letter of Intent and therefore the dates had not been changed. He asked whether the College had received anything in writing to confirm that the payment of the grant could be extended until the end of April. The Principal stated that the College had sent the Reconciliation and Progress Report to the EFA which clearly showed the last payment being made in April 2015. No comment had been made in response. Additionally, the Principal had spoken informally to the EFA who had said that 3-4 weeks later than the 31st March would be acceptable. He explained that the worst case scenario was that the EFA insisted payment be made by 31st March in which case the risk was that the builders would be paid earlier than the College would have chosen to do so. However, the real risk was in delaying the programme.</p>	

	<p>The Chair asked the Principal for his views on the three potential risks. The Principal explained that the contractors had agreed that the cost plan was reasonable and that many of the prices included were confirmed. With regard to the date of completion, the College would not pay the final £150,000 until the project was complete. He reminded Members that the risk was that the EFA could insist on the grant be expended prior to completion of the works but that this was a smaller risk than delaying the project.</p> <p>Responding to a question from a Member, the Principal explained that the EFA had some discretion in cases where, for example, severe weather affected the build; however, it were likely to be strict. He added that the College hoped to avoid the use of an APB but if heavy snow caused six weeks delay, it may be necessary. The third risk was that the grant awarded of £948,000 was at stake. The Principal explained that he would be bringing the Risk Register to the next meeting of the Corporation which showed that the biggest risk facing the College at the current time was that Newcourt became unusable such that the College had to reduce its numbers by approximately 600 students.</p> <p>Referring to point 9, the Chair questioned the inclusion of 28 days notice. Another Member pointed out that the letter was a replacement and must therefore include all the information contained in the original.</p> <p>Responding to a question from the Staff Member present, the Principal explained that the demolition referred to was the College Keepers' current room and not Newcourt at this stage.</p> <p>RESOLVED: The Buildings Committee APPROVED the amended Letter of Intent and authorised the Chair of the Corporation and the Principal to sign the letter.</p>	
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The meeting ended at 6.45 pm

Chair _____

Date _____

RMH/CLH 22nd October 2014