



WETHERBY TOWN COUNCIL TOWN HALL MANAGEMENT COMMITTEE MEETING MINUTES



Date: Tuesday 16th April 2024
Time: 5.30 pm
Location: Micklethwaite Room, Wetherby Town Hall, Market Place, Wetherby, LS22 6NE

Present: Councillor Bradley
Councillor Moss (Chair)
Councillor Newcombe
Councillor Payne (Mayor of Wetherby)

In attendance: Iona Taylor, Clerk
Rowann Fitzpatrick, Assistant Clerk
Alison Waterfield, Administrator

MINUTES

1. **Apologies** – None.
Local Government Act 1972, s 85 (3)
2. **Declarations of interests and requests for dispensations** – None.
Localism Act 2011, s 31
Members' Code of Conduct, para. 13-18, 19-20
3. **Public Participation** - None.
Public bodies (Admission to Meetings) Act 1960, s1 (3)
4. **Minutes.**
Local Government Act 1972, Sch 12, para. 41 (1)
It was **AGREED** that the minutes of the Town Hall Management Committee meeting held on *Monday 25th March 2024* be accepted.
5. **Matters arising from the last meeting.**
 - 5.1 **Warm Spaces Project.**

It was proposed to progress with the Soup Kitchen as a warm space run by Wetherby Food Bank serving hot drinks and toast. It was suggested to run the warm space in the Town Hall between 9am and 11am on Thursday's in order not to clash with the warm space service provided by St James Church.

It was **AGREED** that Wetherby Food Bank were welcome to run a warm space wholly operated by themselves however this would be subject to the standard charity/community rate for room hire.

Following a discussion, it was **RESOLVED** for Councillor Newcombe to liaise with Wetherby Food Bank to inform them of the Committees decision to allow them to run a warm space with an understanding that the committee will be reviewing the decision to run the Soup Kitchen in 3 months' time. Members of Wetherby Food Bank will be invited to the Town Hall Management Committee meeting on *Monday 15th July 2024* to discuss their proposal further.

5.2 Wetherby Town Hall Foyer.

It was **NOTED** that the refurbished Town Hall Foyer was opened at the Annual Parish Meeting on *Monday 8th April 2024*.

Thanks were expressed to the Clerk for arranging the meeting and the refurbishment.

6. Wetherby Town Hall artwork arrangement.

Committee members were informed that a portrait of his Majesty the King was delivered. Hanging instructions request that this portrait is hung in communal areas within the Town Hall.

As proposed by Councillor Newcombe and seconded by Councillor Bradley, it was **RESOLVED** that the portrait of His Majesty the King be hung on the first floor, to the left of the lift, and the portrait of Quintin Rhodes be hung in the centre of the Bramham Room.

It was **NOTED** that the portrait of Quintin was originally moved to the Deighton Room for its protection for the duration of the Town Hall foyer refurbishment works.

7. Emergency lighting system.

The design and an indication of material costs to supply a new emergency lighting system were **RECIEVED** and **NOTED** by the committee.

The Clerk will continue to obtain quotations from electricians in order to proceed with the best value option.

8. Finance.

8.1 Bookings and Financials.

The committee **RECIEVED** and **NOTED** an updated version of the below agenda items for February and March 2024.

8.1.1 Income and expenditure reports.

8.1.2 Summary of bookings.

9. 2024/2025 Town Hall budget.

A proposal for the 2024/2025 Town Hall budget was received. It was understood that the estimated income from Town hall bookings for the 2024/25 year is based on the average income from the previous 3 years.

Notable items include:

- The contract with Opus Energy is coming to an end, the proposed budget has taken into consideration estimated new contract costs.
- An additional £5,000 has been included in the budget for fixtures and fittings to account for the quoted Hearing Loop system installation.
- The budget for waste removal has been removed due to confirmation receipt of free service for the 2024/2025 year as outlined in agenda item 11.
- The budget for legal services has accounted for the additional legal costs for the roofing works.
- The budget for the Town hall electrics has increased to account for ongoing required electrical works.

It was **NOTED** that additional funding for the boiler would need to be applied for. It was suggested that a specialist in grant funding could be hired on an ad hoc basis to identify and apply for further funding. Clerk to consider.

10. Use of Town Hall hire rooms.

The committee received a report on the running costs to maintain and operate Wetherby Town Hall's hire rooms. It was understood that the current hire charge of £11.25 for the Deighton and Micklethwaite rooms does not cover the minimum maintenance cost and are in need of reviewing.

Following a lengthy discussion, the committee **RESOLVED** to make the following changes:

- That the charity/community rate for room hire be increased to £12.25 to be in line with the hourly rate of caretaker hire.
- That the commercial rate for room hire be increased by 4% initially, then by the rate of inflation each year.
- That the Thursday and Saturday coffee morning package be abolished and charged at an hourly rate.
- That catering charges be increased to £2 per head for unlimited tea/coffee, £10 charge for the tea trolley, and the buffet lunch be increased to £15 per head.
- That a £2 an hour music charge be implemented to recoup some of the PPL/PRS licencing costs.
- That the following cancellation charges be applied:
 - 100% cancellation charge when cancellation is made within 48 hours of the booking.
 - 50% cancellation charge when cancellation is made within 14 days of the booking.
 - 25% cancellation charge when cancellation is made within 28 days of the booking.

It was **NOTED** that these increased hire charges still do not fully cover all maintenance and running costs however the committee was of the mind that while a business minded approach needed to be taken, the aim of the Town Hall is not to make a profit, and as such costs should be kept to a minimum where possible.

It was **AGREED** that the updated charges will be applied to all hirers, however changes will not be implemented until *Saturday 1st June 2024* to allow current hirers to make any necessary arrangements.

Appreciation was expressed to the Administrator for their work in collating data related to the hire rooms.

11. Free service Charity Renewal Letter.

The continuation of waste collection services provided by Leeds City Council for the 2024/2025 period was **NOTED**.

12. Items for information.

13. Next meeting.

The date of the next meeting of the Town Hall Management Committee was confirmed as being on *Monday 29th April 2024* at 5:30pm in the Wetherby Town Hall.

The meeting closed at 7:27pm.

These minutes were recorded and prepared by Rowann Fitzpatrick, Assistant Clerk.

Quotation: 43805

Date: 16/04/2024



Quotation for:

**IONA TAYLOR
WETHERBY TOWN COUNCIL**

Delivery Address:

Description	Product Code	Price Each	Qty	Total Price
Single Channel Transmitter-UK	RF-TXRM-865	£ 700.00	1	£700.00
Wireless Portable Receiver	RF-RX1-865	£ 195.00	4	£780.00
Inductive Neck Loop Stereo	RF-NL1	£ 29.00	4	£116.00
USB Plug with 4 ports	PLUG-USB-UK-4	£ 15.00	1	£15.00
WIRELESS RX W/ 2x LAPEL MICS	IL-AC-WM-2C-LT	£ 319.00	1	£319.00
Handheld Mic	IL-AC-WM-HT-00	£ 61.50	1	£61.50
3 pin XLR - 6.35mm 1metre lead	LEAD-XLR-6.35	£ 14.00	1	£14.00
Wall Mounted Cabinet 2U	RL-SLRACK-2	£ 150.50	1	£150.50
MBR M6 cage nut washer screw	MBR-FIXINGS	£ 2.50	2	£5.00
Labour - 1/2 day rate Mon-Fri	LABOUR4	£ 259.00	1	£259.00
Standard Delivery - up to 20kg	D	£ 12.50	1	£12.50

Quotation Total **£2,432.50**

Notes: EQUIPMENT - NEW (NO PREVIOUS EQUIPMENT)
ONE RADIO FREQUENCY SYSTEM TO COVER THREE ROOMS
INSTALLATION 1 ENGINEER HALF A DAY

Quotation: 43805

Date: 16/04/2024



This proposal is based on our interpretation of your requirements. The below Terms & Conditions are generic and do not apply to all products and services.

- INSTALLATION:** Unless otherwise requested all installations are quoted as being during normal working hours which are Monday-Friday 09.00hrs - 17.00hrs
- COUNTERWORK:** We presume that all counters are of traditional standard timber or MDF construction. Please advise if otherwise. With reference to Securicom STS-K003L flush mounted speech enhancement systems, it is a requirement that the counterwork is cut out (by others) to accept the flush mounted plates prior to our engineer arriving on site to install. Cut out drawings are available on request.
- ROOM LOOPS:** A budgetary price for room loop installation will be given based on the information supplied to us. A site survey by one of our engineers is required prior to any order being placed to establish and confirm that the correct product has been quoted for the application. We reserve the right to amend our quotation following the recommendations made by our engineer after the survey. For all room loop installations, our engineers must have full, clear and unrestricted access to the cable installation area, where the loop cable will be laid, immediately upon arrival, on the agreed start date and time. Our engineers must then continue to have free and unrestricted access for the full duration of the installation. We reserve the right to charge for additional labour time, should our engineers be restricted from completing the quoted works. Upon completion of laying the room loop cable, Contacta will not be held liable or responsible for any subsequent damage to the room loop cable, should additional services perform work on site in and around the room loop cable area. It is of vital importance, to ensure full performance of the loop is maintained, that there is no damage to the loop at any point after installation. Please note that warning tape will be laid as to provide sufficient warning to such service providers.
- SOCKETS:** A 13 amp switched socket (to be provided by others) is required to be available within 1m of each location.
- PRICES:** The above prices are exclusive of VAT and MCD. Except as agreed otherwise in writing, all prices are given by Contacta on an ex-works basis. All delivery prices are valid only on the day of issue and may need to be revised at the time of order. We use third party couriers for deliveries and cannot guarantee the pricing will not change.
- DELIVERY:** 20 working days from receipt of order
- PAYMENT TERMS:** 30 days. As we are not CIS registered, retention cannot be deducted from any payment.
- VALIDITY:** This proposal is valid for 30 days.
- WARRANTY:** We offer a 5 year warranty* to our Customers for all our large area loop drivers. For our other products there is a 1 year warranty* that applies. The warranty will begin from dispatch date from our warehouse.
- *EXCEPTIONS:** The warranty will be invalid for any product that has been misused, tampered with or is faulty as a result of standard wear and tear, or careless handling. Any water damage will void the warranty and cosmetic damage will also not be covered. Cable, stickers & batteries are excluded from the warranty policy. All products which are not manufactured by Contacta are covered for a standard 1 year warranty period. The Portable Loop (IL-PL20-2) warranty will be void if not charged within a 12 month period. The Portable Large Area Loop (PLALS1, PLALS-HH, PLALS-TC) has a 5 year warranty on the hearing loop driver, the rest of the product has a 1 year warranty.

Please note: if you wish to proceed payment can be made by a BACS transfer which MUST include our quote reference on the payment to avoid any processing delays.

This proposal is subject to our standard terms and conditions as displayed overleaf.

Quotation: 43805

Date: 16/04/2024



1. BASIS OF THE SALE.

1.1. Contacta Systems Limited ("Contacta") shall sell and the person or company (as appropriate) placing the order ("Buyer") shall purchase the Goods in accordance with any written quotation of Contacta which is accepted by, or any written order of the Buyer which is accepted by Contacta, subject in either case to these Conditions, which, together with any special terms agreed in writing between Contacta and the Buyer, shall govern the contract between Contacta and the Buyer ("Contract") to the exclusion of any other terms and conditions, including the Buyer's own standard terms and conditions.

1.2. No variation of these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Contacta.

1.3. Contacta's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Contacta in writing and any advice or recommendation given by Contacta or its employees or agents to the Buyer as to the storage, application or use of the Goods which is not confirmed in writing by Contacta shall be followed by the Buyer entirely at its own risk.

1.4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Contacta shall be subject to correction without any liability on the part of Contacta.

2. ORDERS AND SPECIFICATIONS

2.1. The Buyer shall be responsible to Contacta for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving Contacta any necessary information relating to the Goods within a sufficient time to enable Contacta to perform the Contract in accordance with its terms. The quantity, quality, and description of and any specification for the Goods shall be those set out in Contacta's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by Contacta).

2.2. Contacta reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to Contacta's specification, which do not materially affect their quality or performance.

2.3. No order which has been accepted by Contacta may be cancelled by the Buyer except with the agreement in writing by Contacta and on terms that the Buyer shall indemnify Contacta in full against all loss (including loss of profit), costs (including the cost of all labor and material used), damages, charges and expenses incurred by Contacta as a result of cancellation.

2.4. Any goods which are bespoke or made to order are liable for full payment and cannot be cancelled, or returned. For the avoidance of doubt, this does not affect the Buyer's rights if the goods are deemed to be faulty.

3. PRICE

3.1. The price of the Goods shall be Contacta's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Contacta's published price list current at the date of acceptance of the order. All prices quoted are valid for 90 days only.

3.2. Except as agreed otherwise in writing between the Buyer and Contacta, all prices are given by Contacta on an exworks basis.

3.3. The prices quoted are exclusive of delivery, insurance, Value Added Tax, duties and any special packaging, which the Buyer shall be additionally liable to pay to Contacta.

4. TERMS OF PAYMENT

4.1. The Buyer shall pay the price of the Goods in full without set-off or deductions 30 days from the invoice date to Contacta, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of this Agreement.

4.2. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Contacta, Contacta shall be entitled to:

4.2.1. Cancel the Agreement or suspend any further deliveries to the Contractor;

4.2.2. Demand payment of all outstanding balances whether or not due and/or cancel any outstanding orders from the Buyer.

4.2.3. Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and Contacta) as Contacta may think fit (notwithstanding any purported appropriation by the Buyer); and charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 8 per cent per annum above Bank of England base rate from time to time, until payment in full is made and to claim fixed sum compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and recover any reasonable third party legal costs incurred in the collection of any overdue amounts.

5. INSOLVENCY OF BUYER

5.1. This clause applies if:

5.1.1. The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

5.1.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

5.1.3. the Buyer ceases, or threatens to cease, to carry on business; or

5.1.4. Contacta reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

5.2. If clause 5.1 applies then, without prejudice to any other right or remedy available to Contacta, Contacta shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and if any of the Goods have not been delivered Contacta may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6. RISK

6.1. Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Contacta has tendered delivery of the Goods and the Buyer shall insure the Goods from the date of delivery until title has passed to it.

7. TITLE RETENTION

7.1. Until the purchase price of the Goods comprised in this or any other contract between Contacta and the Buyer and all other sums whatsoever which are or shall become outstanding from the Buyer to Contacta shall have been paid or satisfied in full (and if by cheque, then only upon clearance), title to the Goods remains vested in Contacta (notwithstanding the delivery of the same and the passing of the risk therein).

8. DELIVERY

8.1. Any dates quoted for delivery of the Goods are approximate only and save as provided in clause 8.3 Contacta shall not be liable for any delay in delivery of the Goods howsoever caused.

8.2. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Contacta to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

8.3. If Contacta fails to deliver the Goods for any reason other than any cause beyond Contacta's reasonable control or the Buyer's fault, and Contacta is accordingly liable to the Buyer, Contacta's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

8.4. Where the goods are to be delivered on a pallet, standard deliveries will be made Monday to Friday between the hours of 09.00 to 16.00. For timed deliveries, deliveries outside of the standard times and for weekend deliveries, these will all incur additional charges. In all instances, Contacta will require a contact name and number for the person accepting the delivery on site, at least 48 hours beforehand.

8.5. Weekend deliveries - Deliveries cannot be made on Sundays or Bank Holidays.

8.6. Where the goods are to be delivered outside of the standard times, Contacta will require a minimum of 3 days' notice to arrange shipment. As Contacta uses a third-party service for all deliveries, we are not able to guarantee dates/times on any service. Deliveries may be delayed for reasons that are out of the control of the particular carrier.

8.7. Failed deliveries - Our couriers are committed to attempting to deliver the parcel, consignment or pallet at least twice. If the delivery is unsuccessful after the second attempt, this will incur additional charges and will result in the goods being returned back to Contacta. Any subsequent re-delivery will incur a second delivery charge.

9. WARRANTY

9.1. Contacta hereby warrants to the Buyer that Contacta shall free of charge and at its sole discretion either repair, replace or provide a refund or credit note to the value of sums already paid in respect of defective Goods where the defects appear under proper use within the product's warranty period which starts from date of dispatch or such other period or periods as may be agreed in writing between Contacta and the Buyer whichever is the first to expire, subject to the exclusions in clause 9.2.

9.2. In all cases, Contacta reserves the right to inspect products to verify the fault subject. Product faults caused by accident, neglect, misuse or normal wear and tear will invalidate the warranty. All defects covered under warranty shall be found to Contacta's reasonable satisfaction to have arisen solely from Contacta's faulty design, workmanship or materials.

9.3. Subject to Condition 9.5 and notwithstanding anything else contained in these Conditions or the Contract, in no circumstances shall Contacta be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any loss of profit, business, contracts, revenue, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.

9.4. Subject to Condition 9.5 Contacta's liability to the Buyer in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising shall be limited to the price of the Goods specified in the Contract.

9.5. Nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of Contacta for death or personal injury caused by reason of the negligence of Contacta or of its servants, employees or agents.

9.6. Contacta shall not be under any liability for any failure to perform any of its obligations under the Contract due to any event outside the reasonable control of Contacta.

10. CONFIDENTIALITY

10.1. Contacta and the Buyer undertake not to use or disclose any information concerning the business and affairs of the other that it obtains or receives during or after the performance of the Contract and shall procure that all their relevant employees' agents and sub-contractors are made aware of and comply with this undertaking.

10.2. The provisions of clause 10.1 above shall not apply to the whole or any part of any information to the extent that it is trivial or obvious or which at the time of disclosure was in the public domain or already in the other's possession other than as a result of a breach of this clause.

10.3 Notwithstanding the provisions of this clause 10, Contacta shall be entitled to refer, in the course of promoting or advertising Contacta, its supply of Goods to the Buyer after prior consultation with the Buyer.

11. DATA

11.1. All personal data relating to the Buyer collected by Contacta from which Contacta can identify the Buyer may be recorded electronically and used in accordance with the Data Protection Act 1998. For purposes of identification, billing and marketing, Contacta will collect that data and will also hold onto it for its own use in the business of Contacta, processing orders, administration and future changes to the site to improve and develop its services, as well as for marketing, advertising and promotional purposes. Contacta may also use the information or parts of it to occasionally broadcast it or notify the Buyer about Contacta events, promotions or related activities that the Buyer may find useful.

12. INTELLECTUAL PROPERTY

12.1. All copyright, design right, trade mark rights, patent rights and rights in know how and other like rights whether registered or unregistered which subsist now or in the future ("Intellectual Property Rights") in the Goods, documents, drawings, specifications, designs, programmes or any other material prepared or created by Contacta or its employees, agents or sub-contractors shall vest in and shall remain the property of Contacta.

12.2. The Buyer shall not be entitled and agrees not to manufacture, reproduce, copy, modify or adapt the Goods and any part thereof for any purpose other than that for which they were furnished, or do any other act inconsistent with Contacta's ownership of Intellectual Property Rights in clause 12.1 above.

13. GENERAL

13.1. Contacta reserves the right to sub-contract the fulfilment of the Contract (including any installation) or any part thereof.

13.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.3. No waiver by Contacta of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

13.5. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

13.6. Clause headings are included for convenience only and shall not affect the interpretation of these Conditions.

13.7. The Contract shall be governed by English law and the parties shall submit to the non-exclusive jurisdiction of the English courts. Governing Law and Jurisdiction The contract shall be subject to and construed in accordance with English law and English courts shall have jurisdiction.

Contacta Systems Ltd

Office 13, Dana Trading Estate, Transfesa Road, Tonbridge, TN12 6UT

T 01732 223900 F 01732 223909 W www.contacta.co.uk

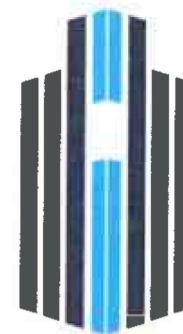
Quote 43805

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Quotation: 43805

Date: 16/04/2024





PICKERINGS LIFTS

www.pickeringlifts.co.uk

Wetherby Town Hall
The Town Hall
Market Place
Wetherby
LS22 6NE

Unit number: 5/26251471
Type: Lifts - Hydraulic
Category: Passenger Lift

On Site Location: Main Reception

25 March 2024

Quote ref: Q404483 : Site Address: Wetherby Town Hall, Market Place, Wetherby, LS22 6NE

Further to our recent site visit, we have pleasure in detailing below our offer to carry out the following works.

Lighting investigation

£346.70

Following our first visit on the contract our engineer found that four of the downlighters are inoperative and has advised that investigation should be carried out into the supply of the car lighting to identify what the issue with the supply is. Please find costs to attend and investigate as required.

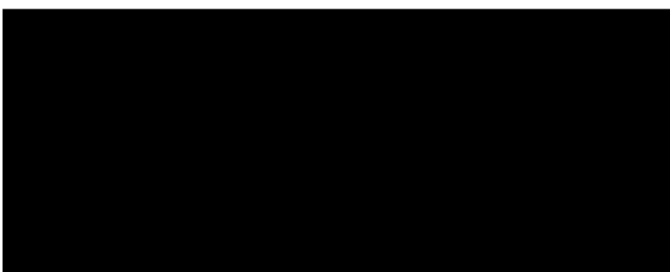
Total price: **£346.70**

Any Health & Safety Item(s) are marked with ()*

All prices are exclusive of V.A.T.

We look forward to receiving your written instructions in due course. If any aspect of our offer does not meet with your satisfaction or requirements, please do not hesitate to contact the writer.

Yours sincerely,



Repairs Manager



Quote ref: Q404483

Please refer to Terms & Conditions on final page

79-81 Dewsbury Road | Tingley | Wakefield | West Yorkshire | WF3 1LE | T: 0113 387 8555 | F: 0113 387 8556 | E: info@pickeringlifts.co.uk

Registered Name: Pickering's Europe Ltd | Registered Office: Globe Elevator Works, PO Box 19, Stockton-on-Tees, TS20 2AD | Registered in England No. 3217853



Terms and Conditions

1. All work and parts to be delivered, fixed and / or fitted during our normal working hours, using both skilled and unskilled engineering services, but exclusive of any builders work, steelwork, cutting away or making good involved.
2. Our tender, as herein, is subject to the Lift and Escalator Industry Association 'Conditions of Contract' (LEIA - May 2014), a copy of which is available upon request, or can be viewed / downloaded from our website (T&C section) at <https://www.pickeringslifts.co.uk/downloads>
3. The prices detailed are strictly net, exclusive of Value Added Tax.
4. An additional charge will be made for any materials removed from site which are subject to an environmental disposal cost.
5. Should our engineers find that, during the course of any works, any additional material and / or work are required, they will be provided and the cost thereof will be included in our final invoice, unless you advise us to the contrary.
6. Notwithstanding any other provision of the contract, the Lift Contractor shall not be liable to the Purchaser by way of indemnity or by reason of any breach of the contract or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit or income or for any indirect or consequential damage whatsoever which may be suffered by the purchaser.

Compliance and PPM Remedial tracker

PPM TASK				Remedial Works		
Site	Undertaken by	Frequency of Task	Date Completed	Works required / Notes	Notes for Extra Works	Next Scheduled date
Town Hall						
Lift Maintenance	Pickerings	6 monthly	15-Dec-23	Undertaken - lighting issue to be addressed - awaiting report		14-Jun-24
Lift Inspection (LOLER)	Allianz	6 monthly	04-Mar-24	One lift car light inoperative. We strongly recommend that the upper inspection limit be lowered to allow safe egress from the car top in the event of a breakdown/emergency situation. The machine room should not be used as a store and items not associated with the lift installation should be removed. It is strongly recommended that clear access to the machine cabinet and associated lift equipment be maintained at all times. A notice should be fixed to the outside of the machine room door stating "Danger, Lift Machinery, No Admittance to Unauthorised Persons".	17/4/24 - Quote to investigate supply of the car lighting to identify what the issue with the supply is which is causing downlighters not to work. Clerk instructed to proceed.	02-Sep-24
Boiler Maintenance	Gas safe	annually	18-Oct-22	Boiler requires full replacement - Boiler set lower to conserve energy as per DEC reports.29/2/24 - heating level turned up due to complaints from hirers, staff and councillors.		18-Oct-23
Boiler Pressure tests	Allianz	2 yearly	13-Jul-22	Safety valve test incomplete - to be undertaken March 2024		30-Aug-24
Legionella Checks	?	Monthly	11-Dec-23	Temps ok except for Micklethwaite room hot tap		10-Jan-24
PAT inspection		2 yearly	06-Sep-22	Tester to be purchased to undertake in house and on council properties - not statutory annually		06-Sep-23
Fixed Wire - Electrical Testing (COMPLIANCE)	Heron Electrical	5 yearly	03-Apr-24	Electrical inspection report undertaken - found circa 21 issues - some rectified immediately 18/3/24 - KSR need to do a revisit to finalise the design.Will be undertaken 3/4/24.		04-Apr-29
Lightning Protection System??		annually		none - building does not have one		31-Dec-00
Emergency Lighting		monthly	29-Dec-23	Emergency lighting repairs undertaken 29 Dec 23 13/3/24 - Survey outcome chased up with JC Electrical.	22/2/24 Survey being undertaken to draw up new requirements to determine replacements.	30-Jan-24
Emergency Lighting - full load 1 hour test (COMPLIANCE)		annually	29-Dec-23	Emergency lighting repairs undertaken 29 Dec 23. 24 Units failed test.	22/2/24 Survey being undertaken to draw up new requirements to determine replacements.	30-Dec-24
Fire Extinguishing equipment (COMPLIANCE)	Kyle Fire	annually	20-Dec-23	New head replaced in service visit - Dec 20th		19-Dec-24
Fire Evacuation practice		6 monthly	13-Dec-23	report written		12-Jun-24
Gutter Clean		6 monthly	23-Nov-23	Drone video to highlight issues where leaks still - quotes for repairs difficult to obtain due to contractor availability		23-May-24
General Lighting		weekly check		Lamp /bulb out on stairwell - to be replaced		31-Jan-00
Decorating - Bramham		ad hoc		Curtains require replacement and cracks in ceiling require repair alongside upgrading the tired stage and furniture. 2/2/24 - Floor needs sanding and varnishing.		31-Jan-00
Decorating - Deighton		ad hoc		An acoustic solution and redecoration is drastically needed, the flooring requires replacment. 9/2/24 - routine checks note that middle seam of floor is slightly raised, plaster above radiators in poor condition but no immediate action required.	2/2/24 - Need to change lights to LED bulbs. 2 man job for 1 day.	31-Jan-00
Decorating - Kitchen		ad hoc		13/2/24 - Envriomental Health inspection yielded 5* rating for WISE café. One area for improvement is area between window and cill behind sink. FC to obtain wipeable plastic section. w/c 18/3/24 - new splashbacks to be installed by Facilities Caretaker.		
Decorating - Micklethwaite		ad hoc		A full strip of wallpaper a reskim of walls/ceiling following this, a replacemnet to modern lighting, and new carpet required as a minimum	2/2/24 - 1 bulb at door to replace. 2/2/24 - Sink unit magnetic catch to be fitted. Wallpaper to be restuck.	31-Jan-00
Decorating - Entrance		15-Mar-24		15/3/24 'Community Corner' area created by FC to house Food Bank box, printer recycling and bin of bags.		31-Jan-00
Decorating - Offices		ad hoc		ok - walls require re-plaster/skim		31-Jan-00
Communal Areas				21/2/24 - Aaron Access attended and repaired ceiling. Tiles hadn't been clipped in to place and so weren't secure. 8/3/24 - Chewing gum removed from upper flight of stairs.		
Kitchen Appliances		ad hoc		Extractor is weak. 2/2/24 - First Aid Kit to be renewed as out of date and insufficient - completed. 11/3/24 - concern expressed re dishwasher's electrics and impact on socket. Dishwasher decommissioned. Socket to be checked during routine EICR checks.		31-Jan-00
Key Cabinets	SC	ad hoc	13-Oct-23	unlockable		14-Nov-23
CCTV	Securiplex	annually	02-Oct-23	to be scheduled - current system is dilapidated and requires update		01-Oct-24
Intruder Alarm System	Securiplex	annually	28-Feb-24	Report remarks: PPM complete, all in order no issues.		27-Feb-25
Defibrillator	AW	Monthly/after use	20-Dec-23	ok		19-Jan-24
Drainage/Sewers	Jet Aire	ad hoc		new survey undertaken by Yorkshire water Sept 23 - no issues found		31-Jan-00
Window cleaning	TM Window Cleaning	TBC	02-Jan-24	Contractor changed. New contractor to clean inside of windows on first visit on 17/4/24.		01-Feb-24
Carpets		ad hoc	11-Dec-23	Foyer is new - Micklethwaite requires upgrade		10-Jan-24
Fire Door Checks	SC	monthly	29-Nov-23	Many do not fit the requirement for compartmentisation		29-Dec-23
Signage		ad hoc		New signage required following refurbishment of foyer Required awaiting design decision		31-Jan-00
COSSH	SC/AT	ad hoc		File to be created for all products - electric file being updated Dec 23		31-Jan-00
Cleaning Equipment	AT	ad hoc		ok		31-Jan-00
Pest Control		ad hoc		ok		31-Jan-00
Roof		ad hoc		Dec 2024 - leaks in foyer - drone video of outside to be undertaken - option to repair from inside not actioned.		31-Jan-00
Fire Alarm Test (COMPLIANCE)	SC	Monthly	13-Dec-23	undertaken 20 Dec 23		12-Jan-24
monthly extinguisher check	SC	Monthly	11-Dec-23	ok - pressures fine		10-Jan-24
Radiators	SC	Monthly	20-Dec-23	ok - no issues		19-Jan-24
Windows	SC	Monthly	15-Sep-23	Window refurb programme on going - 3 out of 7 completed - Specialist contractor to undertake		17-Oct-23
Flooring	AT	Daily	DAILY	Bramham room to be looked at for refurb - deep cleaning machine required for Deighton room or its use to be reviewed		Daily
Roof External	SC	Monthly	14-Dec-23	Drone video to highlight issues where leaks still remain following 2022 repairs		15-Jan-24
Fire Alarm Maintenance	Kyle Fire	annually	17-Nov-23	replacement fire head outside Bramham Room installed		17-May-24

Auto Doors		6 monthly	21-Dec-23	doors now reset following minor opening isuse		20-Jun-24
Toilets	Cleaner	daily		2/2/24 - starter in ladies lights replaced. 16/2/24 - Dispensers altered for better access to toilet roll.		20/2/24 - Works to make disabled toilet stoma friendly completed.

Notes
Foyer snagging completed New Maintenance contract for lift starts 1 Nov with Pickerings Steps to be re-pointed fully in spring/summer 24 Roof/Gutter Leaks to be rectified

Dates of Carried out By
Weekly Checks
2-Feb-2024 Brian Cohen
9-Feb-2024 Brian Cohen
16-Feb-2024 Brian Cohen
23-Feb-2024 Brian Cohen
1-Mar-2024 Brian Cohen
8-Mar-2024 Brian Cohen
15-Mar-2024 Brian Cohen