



[Month] 2025 10th November 2025

Draft Pre-construction Services Agreement

RELATING TO REPLACEMENT TEMPORARY
CLASSROOM PROJECT AT FROGWELL PRIMARY
SCHOOL, HULLAVINGTON PRIMARY SCHOOL &
MINETY PRIMARY SCHOOL

Wiltshire Council

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THIS AGREEMENT is made on [10th November] 2025

BETWEEN: -

- (1) **WILTSHIRE COUNCIL**, County Hall, Bythesea Road, Trowbridge, BA14 8JN (the "**Employer**");
- (2) **Stepnell Limited** trading as Stepnell Limited incorporated and registered in England and Wales with company number 00402934 whose registered office is at Lawford Road, Rugby, Warwickshire, CV21 2UU (the "**Contractor**").

BACKGROUND:

- (A) Wiltshire Council is the Local Authority responsible for the delivery of new, refurbished and remodelled schools within the county of Wiltshire.
- (B) The Employer wishes to carry out the Project.
- (C) The Employer wishes to engage the Contractor to carry out the Pre-Construction Services.
- (D) The Employer may appoint the Contractor to carry out the Works and wishes to secure agreement on the terms on which that appointment may be made.

NOW IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1.1 apply in this agreement.

"Additional Services"	services performed by the Contractor under this agreement, in connection with the Project or the Works, that are additional to the Pre-Construction Services (other than by reason of default, negligence or breach of contract on the part of the Contractor);
"CDM Regulations"	the Construction (Design and Management) Regulations 2015 (SI 2015/51);
"Construction Products Regulations"	the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC);
"Contract"	the final contract (if any) to be entered into between the Employer and the Contractor in relation to the Works and the Project in the form of (or based on) the JCT Intermediate Construction Contract with Design;
"Contract Sum"	the sum to be agreed by the parties under this agreement and included as the contract sum or prices in the Contract;
"Deleterious Materials"	materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the relevant time as: <ul style="list-style-type: none"> (a) posing a threat to the health and safety of any person; or

- (b) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Works; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agreement certificate issued by the British Board of Agreement; or
- (e) having been supplied or placed on the market in breach of the Construction Products Regulations.

"Employer's Representative"

Anthony Dixon, Senior Project Manager, Wiltshire Council or such other person as may be appointed by the Employer to act as the Employer's representative, contract administrator or Employer's Representative as the case may be, in connection with the Contract from time to time;

"Employer's Requirements"

the drawings, Project Cost Plan, details and specifications of materials, goods and workmanship and other related documents that have been prepared or will be prepared by or on behalf of the Employer in relation to the requirements of the Works, as referred to in the Proposed Contract Documents;

"Insolvent"

one (1) or more of the following:

- (a) a Court makes an order that the Contractor shall be wound up or a resolution for a voluntary winding-up of the Contractor is passed;
- (b) any receiver or receiver manager in respect of the Contractor is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge;
- (c) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 in respect of the Contractor; or
- (d) an administration order is made, or an administrator is appointed in respect of the Contractor;

"Intellectual Property Rights"

any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attaching thereto which is created, brought into existence, acquired, used or intended to be used by the Contractor for the purpose of carrying out the Works;

"Key Personnel"	the persons identified in paragraph 4 of Project Particulars, or as otherwise agreed under clause 4.3;
"Notice to Proceed"	a notice to proceed issued by the Employer (or by any person authorised by the Employer) to the Contractor under clause 8.1 in the form set out in Schedule 4 (Notice to Proceed);
"Permitted Uses"	the tendering, re-tendering, design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, building information modelling and repair of the Works (and the completed Works), whether or not those Works are carried out by the Contractor;
"Pre-Construction Fee"	the sum set out in Part 1 of Schedule 3 (Payments) to be paid in accordance with the schedule of payments set out in Part 1 of Schedule 3 (Payments);
"Pre-Construction Period"	that part of the Project up to and including the date of the Contract;
"Pre-Construction Services"	the services required to be performed by the Contractor as set out in Part 1 of Schedule 2 including any variation and any Additional Services as may be instructed by the Employer;
Pre-Construction Services Manager	means [enter name of contractor's representative] or such other person as the Contractor may appoint from time to time. Such appointment shall be subject to the approval of the Employer (not to be unreasonably withheld or delayed);
"Principal Designer"	the Contractor or such other person as may be appointed by the Employer to act as principal designer under the CDM Regulations;
"Professional Consultants"	the professional consultants listed in paragraph 3 of Project Particulars and any other professional consultants from time to time engaged by the Employer in connection with the Project;
"Project"	the development of the Property for the purposes identified in paragraph 2 of Schedule 1 (Project Particulars);
"Project Particulars"	those particulars as set out at Schedule 1;
"Project Cost Plan"	the budget for the Project prepared by the Employer's Cost Manager and agreed by the Employer;
"Property"	the property identified in paragraph 1 of Schedule 1 (Project Particulars);
"Proposed Contract Documents"	the documents listed in and attached to Schedule 5 (Proposed Contract Documents) together with any amendments, alterations or variations to them as may be agreed between the parties;

"Relevant Consents"	any approval, permission or consent required under Statutory Requirements in order to undertake and complete the Project;
"Standard of Care"	all the reasonable skill, care and diligence to be expected of a design and build contractor, construction manager and to the extent that the Works comprise design, a properly qualified and competent professional consultant of the relevant discipline in each case experienced in providing services similar to the Pre-Construction Services for projects of a similar size, scope, nature, complexity, purpose and value as the Project;
"Statutory Requirements"	any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Works or performance of any obligations under this Agreement and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the Works are, or are to be, connected including any statutory provisions and any decision or a relevant authority thereunder which control the right to develop the Property;
"Works"	the works and the services required to facilitate the design, construction, completion and commissioning of the Project in accordance with the Contract.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's successors and permitted assigns.
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.9 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.10 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 Any reference to a party's "consent" or "approval" being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs.
- 1.12 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

- 1.13 A reference to "writing" or "written" does not include e-mail.
- 1.14 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.15 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.16 Unless this agreement expressly provides otherwise, a reference to the Property or the Project is to the whole and any part of it.
- 1.17 Where the words "include(s)", "including" or "in particular" are used in this agreement, they are deemed to have the words with liability to be limited to £200,000" following them.
- 1.18 Terms defined in the Proposed Contract Documents have the same meaning in this agreement as in the Proposed Contract Documents unless the meaning given in the Proposed Contract Documents is different to, or conflicts with, the meaning given in this agreement, in which case the meaning given in this agreement prevails.

2. DURATION AND EFFECT OF THIS AGREEMENT

- 2.1 The parties' obligations under this agreement start on the date of this agreement or, if earlier, the date on which the Contractor commenced performance of the Pre-Construction Services until the earlier of:
 - 2.1.1 the execution and completion of the Contract; or
 - 2.1.2 the Contractor or Employer issuing a notice of termination of this agreement under clause 12.
- 2.2 Before execution and completion of the Contract, the rights and obligations of the Employer and the Contractor in relation to the Works shall be governed by the provisions of this agreement. If there is any conflict or difference between this agreement and the Proposed Contract Documents, the provisions of this agreement shall prevail.
- 2.3 On the execution and completion of the Contract, the parties' respective rights and liabilities in respect of all matters with which this agreement is concerned (including any design performed or any work carried out or order placed under clause 6.6) shall be subsumed into and be subject to the Contract. The payment of any or all of the Pre-Construction Fee shall be deemed to be on account of payment under the Contract.
- 2.4 Nothing in this Agreement will impose any obligation on the Employer to enter into the Contract or any other agreement with the Contractor in connection with the Project.

3. PRE-CONSTRUCTION PERIOD

- 3.1 The Contractor warrants and undertakes that it shall:
 - 3.1.1 comply with this agreement and the Proposed Contract Documents;
 - 3.1.2 carry out and fulfil, in all respects, the duties of a principal contractor and the Principal Designer under the CDM Regulations (unless any other person is appointed by the Employer to act as principal designer);
 - 3.1.3 ensure that the Key Personnel maintain a material involvement in the Pre-Construction Services; and

- 3.1.4 allocate personnel of sufficient numbers and qualifications to perform the Pre-Construction Services, deploying as a minimum the personnel and resources listed in Part 2 of Schedule 2 (Pre-Construction Services, Personnel and Resources).
- 3.2 The Contractor warrants and undertakes that it has exercised and shall continue to exercise the Standard of Care: -
 - 3.2.1 when performing the Pre-Construction Services; and
 - 3.2.2 not to specify for use any Deleterious Materials at the time of use or specification.
- 3.3 Without prejudice to the scope of the Pre-Construction Services the Contractor shall perform the Pre-Construction Services and comply with its obligations in or arising out of this agreement in accordance with: -
 - 3.3.1 the Proposed Contract Documents;
 - 3.3.2 such financial constraints as the Employer may from time to time agree with the Contractor;
 - 3.3.3 the master programme (as referred to in paragraph 2 of Part 1 of Schedule 2 (Pre-Construction Services, Personnel and Resources)) and such other time constraints as the Employer may from time to time agree with the Contractor, and
 - 3.3.4 the instructions of the Employer properly given under this agreement (whether given by the Employer or by the Employer's Representative on behalf of the Employer).
- 3.4 The Employer and the Contractor agree to work together during the Pre-Construction Period to finalise the Contract Sum and all designs and technical documents to be inserted in the Contract. The Contractor agrees to provide such information and assistance to the Employer as may be necessary for this purpose.
- 3.5 Nothing in this agreement shall prevent or restrict the Employer from entering into negotiations or contracting with any other contractor at any time in relation to the Project.
- 3.6 The Employer shall within a reasonable time:
 - 3.6.1 comply with any reasonable request from the Contractor for information in the Employer's possession or control, which is relevant to the Contractor's obligations under this agreement (including the Pre-Construction Services) and which has not previously been provided to the Contractor; and
 - 3.6.2 give instructions or approvals and make decisions (or procure that the Employer's Representative or the Professional Consultants give instructions or approvals and make decisions) as reasonably requested by the Contractor, to allow the Contractor to comply with its obligations under this agreement (including performing the Pre-Construction Services).

4. **KEY PERSONNEL**

- 4.1 The Contractor shall procure that the Pre-Construction Services Manager assumes direction and control of the Pre-Construction Services and that he maintains direct and regular contact with the Employer or the Employer's Representative on all matters pertaining to the Contractor's responsibilities under this agreement.
- 4.2 If the Pre-Construction Services Manager is unable to assume or continue to provide such personal direction and control, the Contractor shall consult with the Employer and procure that such other members of the Contractor's staff as shall be approved by the Employer (such approval

not to be unreasonably withheld or delayed) shall assume personal direction and control of the Pre-Construction Services.

- 4.3 The Contractor shall not appoint other Key Personnel in connection with the Pre-Construction Services or change any of the Key Personnel without in each case obtaining the Employer's prior written consent (such consent not to be unreasonably withheld or delayed).
- 4.4 The Employer shall have the right, after consultation with the Contractor, to request the removal of any person engaged in the performance of the Pre-Construction Services. The Contractor shall promptly remove such person and replace him with a person who shall previously have been approved by the Employer (such approval not to be unreasonably withheld or delayed).

5. **TIME FOR PERFORMANCE**

- 5.1 The Contractor shall, subject to the provisions of this agreement, proceed with the Pre-Construction Services regularly and diligently, having regard to the Employer's procurement timetable. Timely supply of the Pre-Construction Services shall be of the essence of this Agreement, including in relation to commencing the Pre-Construction Services within the time agreed or on a specified date.
- 5.2 The Contractor shall perform the Pre-Construction Services and provide all drawings, details, specifications, and other required information so as not to cause any programme, milestone and/or completion date as notified to the Contractor by the Employer to be exceeded, subject to the Contractor promptly making known to the Employer any reasonable objections to such dates.

6. **ADDITIONAL SERVICES, WORKS AND ORDERS**

- 6.1 In placing orders, executing work, delegating or sub-contracting the Pre-Construction Services or the Works, or carrying out any other function under this agreement, the Contractor shall act in accordance with the Standard of Care, comply with the Employer's instructions and the procedures and obligations referred to in the Pre-Construction Services and the Proposed Contract Documents.
- 6.2 The Contractor warrants and undertakes that where particular purposes or requirements of the Employer have been made known to the Contractor, the Contractor will exercise the Standard of Care pursuant to this agreement to see that all design for any part of the Project for which the Contractor will take responsibility under the Contract, will meet such purposes or requirements.
- 6.3 In the performance of the Pre-Construction Services, the Contractor shall comply fully with the requirements of the Employer but nothing in this clause shall preclude the exercise of independent skill and judgement by the Contractor.
- 6.4 The Contractor acknowledges that the Employer has relied and will continue to rely upon the Contractor's skill and judgement in relation to the Pre-Construction Services
- 6.5 The Employer may instruct the Contractor to carry out Additional Services. The Contractor shall perform those Additional Services. As a condition precedent to the Contractor's entitlement to any additional payment in connection with those Additional Services, the Contractor shall notify the Employer if it will require additional payment for those services within ten (10) Business Days of receipt of the Employer's notice. That notice shall state the total sum the Contractor requires to perform those Additional Services. On receiving such a notice from the Contractor, the Employer may within a further five (5) Business Days cancel

its instruction, at no cost to the Employer (who shall not pay the Contractor for those Additional Services), and the Contractor shall not perform those Additional Services.

- 6.6 The Contractor may (with the prior written consent of the Employer) and shall (if so instructed in writing by the Employer or the Employer's Representative) place a specific order or perform a specific item of work comprising part of the Works (including any design of the Works) before the issue of any Notice to Proceed provided that, unless the Employer expressly so directs, the Contractor shall not place an order or commence any item of work until the sum forming part of the Contract Sum in respect of that order or item has been agreed in writing between the Employer and the Contractor.
- 6.7 Any order or item of work referred to in clause 6.6 shall be carried out subject to the Standard of Care and in accordance with the Proposed Contract Documents.
- 6.8 Without affecting the obligations of the Contractor under the Proposed Contract Documents, the Contractor shall:
 - 6.8.1 be responsible for the acts and activities of its sub-contractors and suppliers, and its liability to the Employer shall not in any way be reduced, qualified, released or diminished by the Employer's approval of any list, design, document, material, programme, sub-contract, supply agreement, order, sub-contractor or supplier;
 - 6.8.2 ensure that any sub-contractor, design consultant or site investigation consultant appointed during the Pre-Construction Period in relation to any element of the design of the Works shall, as a condition precedent to their appointment under this agreement, provide a collateral warranty, in the form appended to the form of contract attached to this agreement at Schedule 5 (Proposed Contract Documents), in favour of the parties advised by the Employer or identified in the Proposed Contract Documents;
 - 6.8.3 ensure that any sub-contract or supply agreement entered into in relation to the Works during the Pre-Construction Period contains a clause that permits its termination if the Employer does not issue a Notice to Proceed;
 - 6.8.4 itself, and shall procure that any sub-contractor and supplier appointed by it in relation to the Works during the Pre-Construction Period shall, on any determination or termination of this agreement by the Employer, consent to and (if requested by the Employer or the Contractor) effect the novation of their respective sub-contract, supply agreement, order and any other similar document to the Employer or any person that the Employer nominates; and
 - 6.8.5 give the Employer a copy of any sub-contract, supply agreement, order and any other similar document within five (5) Business Days of the Employer's request to do so.

7. PRE-CONSTRUCTION FEE AND PAYMENT

- 7.1 The Employer shall pay the Contractor the Pre-Construction Fee.
- 7.2 Except where expressly stated to the contrary in this agreement, the Pre-Construction Fee shall be inclusive payment for the Pre-Construction Services and all other matters relating to this agreement (including all costs, disbursements, expenses and overheads of every kind incurred by the Contractor in connection therewith) other than VAT.
- 7.3 The Pre-Construction Fee is exclusive of VAT.
- 7.4 If the Contractor has notified the Employer that it will require additional payment for Additional Services under clause 6.5 and the Employer has not cancelled its instruction to carry out

those Additional Services under clause 6.5, the Employer shall pay the Contractor the sum set out in the Contractor's notice or such other sum agreed between the parties for those Additional Services. If the parties do not agree a sum, the Employer shall pay the Contractor a fair and reasonable sum taking into account any rates and prices agreed between the parties for any Additional Services and any rates and prices used to calculate the Pre-Construction Fee. The due date for payment of any such sum shall be the next payment date, following completion of the Additional Services, for payment of an instalment of the Pre-Construction Fee, as referred to in Part 1 of Schedule 3 (Payments).

7.5 The Employer shall pay the Contractor for any order or item of work referred to in clause 6.6 under the payment provisions of the Proposed Contract Documents.

7.6 If the Employer or any party authorised by the Employer issues a Notice to Proceed under clause 8.1:

7.6.1 the Employer's obligations to pay the Contractor under this agreement (including its obligations under clause 7.1 to clause 7.5 inclusive) shall be replaced by an obligation to pay the Contractor the sums due under the Proposed Contract Documents and all payments under this agreement (including the Pre-Construction Fee) shall be included within and treated as paid on account of the Contract Sum under the Proposed Contract Documents; and

7.6.2 for the avoidance of doubt, when the Contract has been executed and completed the Employer shall make no further payments under this agreement and all payments made under this agreement (including the Pre-Construction Fee) shall be included within and treated as paid on account of the Contract Sum under the Contract.

7.7 If the Employer does not pay a sum due under this agreement on or before the final date for payment the Employer shall pay interest on that sum to the Contractor as if that sum was due under the Proposed Contract Documents.

8. **NOTICE TO PROCEED AND CONTRACT**

8.1 The Employer may, by issuing a Notice to Proceed, at its sole option and discretion appoint the Contractor to perform the Works and the Contractor agrees to accept that appointment.

8.2 The Contractor shall by entering into this agreement be deemed to have notice of the contents of the Proposed Contract Documents insofar as they relate to the design, carrying out and completion of the Works and hereby acknowledges and agrees that all obligations, risks and liabilities under the Proposed Contract Documents insofar as they relate to the design, carrying out and completion of the Works are in the actual contemplation of the Contractor as at the date of this agreement.

8.3 On receipt of the Notice to Proceed, the Contractor shall within ten (10) Business Days:

8.3.1 produce all of the documentation required for the Contract and the Proposed Contract Documents (including without limitation all technical information, plans, drawings, specifications and programme information);

8.3.2 validly execute the Contract, and where appropriate procure the execution of, the Proposed Contract Documents and return the executed Proposed Contract Documents to the Employer (without amendment other than the correction of errors in a manner agreed between the parties);

8.3.3 commence the Works in accordance with the Contract; and

8.3.4 comply in all respects with the Proposed Contract Documents and the Contract.

- 8.4 If the Employer or any party authorised by the Employer issues a Notice to Proceed, the Contract will be on the terms of the Proposed Contract Documents, incorporating the particulars set out in paragraph 5 of Schedule 1 (Project Particulars) (subject to any changes to those particulars agreed by the parties) and incorporating the Contract Sum agreed between the parties, as referred to in the Pre-Construction Services.
- 8.5 In the event that the Contract is entered into pursuant to clause 8.1 all Pre-Construction Services and works provided by the Contractor under this agreement shall form part of the Works under the Contract (with an appropriate acknowledgement for prepayment).

9. **COPYRIGHT**

- 9.1 The Contractor grants to the Employer, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Intellectual Property Rights prepared by or on behalf of the Contractor for any purpose relating to the Works and the Project including any of the Permitted Uses.
- 9.2 This licence carries the right to grant sub-licences and is transferable to third parties without the Contractor's consent.
- 9.3 The Contractor shall have no liability for use of the Intellectual Property Rights for any purpose other than that for which it was prepared and/or provided.
- 9.4 The Employer may, at any time (whether before or after completion of the Pre-Construction Services, or after termination of this agreement), request one or more copies of some or all of the Intellectual Property Rights from the Contractor. On the Employer's payment of the Contractor's reasonable charges for providing those copies, the Contractor shall provide those copies to the Employer.

10. **LIMIT OF EMPLOYER'S LIABILITIES**

- 10.1 Unless the Employer has issued a Notice to Proceed, the Employer's liability, however that liability arises (including a liability arising by breach of contract, arising by tort, including the tort of negligence, or arising by breach of statutory duty), shall be limited to the following:
 - 10.1.1 a fair and reasonable proportion of the Pre-Construction Fee, which shall be commensurate with the Pre-Construction Services performed by the Contractor to the date of issue of any notice of termination of this agreement, but which shall not in any event exceed the Contractor's cumulative entitlement to the Pre-Construction Fee at the date of issue of any notice of termination, as set out in Part 1 of Schedule 3 (Payments);
 - 10.1.2 a fair and reasonable proportion of any payment due under clause 7.4 for any Additional Services;
 - 10.1.3 the value of work actually executed, and orders actually placed under clause 6.6, calculated in accordance with the Proposed Contract Documents (as referred to in clause 7.5); and
 - 10.1.4 any interest due under clause 7.7,provided that this clause 10.1 shall not exclude or limit any liability of the Employer for death or personal injury caused by the Employer's negligence.
- 10.2 The parties acknowledge and agree that unless the Employer has issued a Notice to Proceed the Employer shall be under no obligation to the Contractor other than as set out in this agreement (including being under no obligation with respect to any tender, further contract or

other appointment to carry out part or all of the Project or the Works) and the Contractor shall have no claim against the Employer for:

10.2.1 loss of profit, loss of contract, loss of business, loss of chance or other similar loss; or

10.2.2 any indirect or consequential loss.

11. **SUSPENSION**

- 11.1 The Employer may, at any time, suspend performance of part or all of the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 6.6 by giving notice to the Contractor. Subject to clause 12.2, the Contractor shall resume performance of that part or all of the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 6.6 as soon as reasonably practicable after receiving a notice from the Employer to do so.
- 11.2 If the Employer does not pay a sum due under this agreement on or before the final date for payment the Contractor may suspend the performance of any or all of its obligations under this agreement as if the Employer had not paid a sum due under the Proposed Contract Documents, by giving notice as required by the Proposed Contract Documents.
- 11.3 In the event of a suspension under clause 11.1, subject to clause 10, the Employer shall pay the Contractor any sums due under clause 7 and such payment shall be the Contractor's sole compensation for suspension of the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 6.6.
- 11.4 In the event of a suspension under clause 11.2, subject to clause 10, the Employer shall pay the Contractor any sums due under clause 7 and any other sum due and not otherwise provided for in this agreement, which is required to be paid under section 112 of the Housing Grants, Construction and Regeneration Act 1996, and such payment shall be the Contractor's sole compensation for suspension of the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 6.6.

12. **TERMINATION**

- 12.1 The Employer may terminate this agreement at any time by giving the Contractor notice to that effect and such termination shall be effective from the date of issue of that notice.
- 12.2 The Contractor may terminate this agreement if:
- 12.2.1 the Employer is Insolvent; or
- 12.2.2 a suspension of all of the Pre-Construction Services under clause 11.1 continues for a continuous period of nine (9) months and the Employer does not instruct the Contractor to resume those Pre-Construction Services within ten (10) Business Days of receiving a notice from the Contractor requiring it to do so,
- by giving notice to the Employer to that effect and such termination shall be effective from the date of issue of that notice.
- 12.3 If this agreement is terminated, the parties shall co-operate to bring the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 6.6 to an orderly conclusion and to allow the parties to comply with their remaining obligations under this agreement.

- 12.4 If this agreement is terminated, subject to clause 10, the Employer shall pay the Contractor any sums due under clause 7, and that payment shall be the Contractor's sole compensation for termination.

13. **INSURANCE**

- 13.1 Without prejudice to any other obligations under this agreement or otherwise at law, the Contractor shall take out and maintain with a reputable insurance company carrying on business in the United Kingdom, from the date hereof and for a period expiring no earlier than 12 years after practical completion of the Works under the Contract (notwithstanding the termination for any reason of the Contractor's employment under this agreement):

- 13.1.1 professional indemnity insurance (without conditions or excesses that in the market place are unusual or onerous) to cover the design liability which they may incur under this agreement and otherwise relating to the Project, with a limit of indemnity of not less than five million pounds (£5,000,000) on an each and every claim basis or in the aggregate (if in the aggregate then in any one (1) year of insurance a minimum of one (1) automatic reinstatement of the aggregate indemnity limit is required) in the period of insurance, subject to such insurance continuing to be available in the United Kingdom market upon reasonable terms and at commercially reasonable premium rates; and
- 13.1.2 third party and public liability cover in connection with the Pre-Construction Services and the Project for not less than ten million pounds (£10,000,000); and
- 13.1.3 employer's liability insurance cover to cover any claim for personal injury to or the death of any person under a contract of service or apprenticeship with the Contractor and arising out of and in the course of the person's employment in connection with the Pre-Construction Services or the Project and providing cover of not less than ten million pounds (£10,000,000) any one event.

Such insurance shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and all orders and regulations made thereunder).

- 13.2 The Contractor shall produce documentary evidence that the insurances required are being properly maintained, as and when reasonably required to do so by the Employer.
- 13.3 Any increased or additional premium required by insurers as a result of the Contractor's own claims record or other acts, omissions, matters or things particular to the Contractor (having regard to the premiums, terms and conditions then available in the UK insurance market) shall be deemed to be within reasonable terms and commercially reasonable rates.
- 13.4 The Contractor shall not do anything which might render any of the insurance policies referred to in this clause 13 void or voidable, and shall carry out his obligations under this agreement, and shall use all reasonable endeavours to ensure that his servants or agents shall carry out their respective obligations, in a manner that fully complies with all requirements terms conditions stipulations and provisos of such insurances.
- 13.5 The Contractor's obligation to maintain such insurances shall in no way negate or limit any or all of its obligations or duties hereunder nor its liability in respect of any breach or non-performance of the same
- 13.6 Before it carries out any of the Works at the Property, the Contractor shall ensure that it maintains, or the Employer maintains (as the case may be) any insurance required by the Proposed Contract Documents.

14. **NOTICES**

- 14.1 Any notice to be given under this agreement shall be in writing and shall be deemed to have been given if either delivered personally to a person in authority or sent by first class recorded delivery post.

The addresses or numbers for service are as follows: -

- 14.1.1 the Employer: Anthony Dixon, Senior Project Manager, Wiltshire Council,
Bythesea Road, Trowbridge, Wiltshire, BA14 8JN
- 14.1.2 the Contractor: Stepnell Limited Lawford Road, Rugby, Warwickshire, CV21 2UU
- 14.2 A notice shall be deemed to have been served at the time of delivery if personally delivered, and if posted, at the expiration of 48 hours after the envelope containing the notice was delivered into the custody of the postal authorities, unless the contrary be proved.
- 14.3 E-mail shall not be a valid means of service of notices under this agreement

15. **ASSIGNMENT AND SUB-CONTRACTING**

- 15.1 The Employer may assign or otherwise transfer the benefit of this agreement to any person.
- 15.2 The Employer shall notify the Contractor of any assignment within ten Business Days. If the Employer fails to do this, the assignment shall still be valid.
- 15.3 The Contractor shall not contend that any person to whom the benefit of this agreement is assigned under this clause 15.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.
- 15.4 The Contractor shall not assign or charge the benefit of this agreement or any right arising under it without the Employer's prior consent, which the Employer may withhold at its absolute discretion.
- 15.5 No sub-contracting is permitted without the Contractor ensuring that
- 15.5.1 the sub-contract contains such terms and conditions as are necessary for the Employer to be entitled to a copyright licence in terms the same as those of Clause 9; and
- 15.5.2 the sub-contractors with design responsibility are obliged to grant collateral warranties in the same terms as those set out and on the same conditions as those set out in clause 6.8.2 subject to any revised wording being agreed by the Employer.
- 15.6 Notwithstanding any sub-contracting by the Contractor, the Contractor shall remain liable to the Employer to perform the Pre-Construction Services and to comply with the Contractor's obligations under this agreement. The Contractor shall be responsible for checking all work carried out by any sub-contractor to ensure that it complies with the overall design intent and for the co-ordination and integration of any design work into the design of the Project.

16. **DISPUTES**

16.1 Notwithstanding any other provision of this agreement either party may refer a dispute arising under this agreement to adjudication at any time under Part I of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 1998/649).

16.2 The adjudicator shall be the Centre for Effective Dispute Resolution, 70 Fleet Street, London EC47 1EU

17. **LIABILITY PERIOD**

The Employer may not commence any legal action against the Contractor under this agreement after twelve (12) years from the date of this Agreement.

18. **THIRD PARTY RIGHTS EXCLUSION**

No term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to this agreement. This clause does not affect any right or remedy of any successor to the Employer in title or assigns or any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

19. **ENTIRE AGREEMENT**

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20. **GOVERNING LAW AND JURISDICTION**

This Agreement and any non-contractual obligation arising out of or in connection with this Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to the operation of the Dispute Resolution Procedure, the English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

As witness the hands of the parties or their duly authorised representatives signed underhand

[Redacted signature]

Authorised by Wiltshire Council

[Redacted signature]

Full name (BLOCK CAPITALS)

[Redacted signature]

Authorised by [name of contractor]

[Redacted signature]

Full name (BLOCK CAPITALS)

SCHEDULE 1

PROJECT PARTICULARS

1. THE PROPERTY

1.1 The three school sites are:

Site 1: Frogwell Primary School, Derriads Lane, Chippenham, Wiltshire, SN14 0DG

Site 2: Hullavington Primary School, The Street, Hullavington, Chippenham, Wiltshire, SN14 6EF

Site 3: Minety Primary School, 2 Sawyers Hill, Minety, Malmesbury, Wiltshire, SN16 9QL

2. THE PROJECT

2.1 Replacement of dilapidated temporary classrooms at each of the three school sites.

A summary of the works is as follows:

Site 1 – Frogwell: Reconfiguration of existing under-used accommodation at the school to enable the replacement of a number of existing dilapidated temporary classrooms at the school, including the establishment of a two-class Resource Base for pupils at the school with SEND (special educational needs and disabilities).

Site 2 – Hullavington: Replacement of dilapidated temporary classrooms with a new three classroom block (capable of being expanded further in the future to four classrooms) including associated teaching spaces and hard and soft landscaping works.

Site 3 – Minety: Replacement of dilapidated temporary classrooms with a new two classroom block including associated teaching spaces and hard and soft landscaping works.

The Stage 1 appointment includes:

Operating under a single PCSA to deliver the RIBA Work Stages 1 to 4 inclusive for each of the three schools including:

The appointment of a Design Team to work with the School and the Employers Representative to fully design each of the three projects to the end of RIBA Stage 4 (technical/construction design) and to present the design for approval at the end of each RIBA work stage including cost plans for Employer approval.

To develop a detailed programme for RIBA Stages 1 to 7 for acceptance by the Employer for each of the three projects.

To obtain Building Regulations approval and Planning Permission for each of the three projects.

To work collaboratively with the Employers Representative to produce a Fixed Price Lump Sum to deliver the construction works for each of the three projects for approval by the Employer. A minimum of three competitive quotations are to be obtained for each of the work packages and a transparent open book system of pricing is to be adopted for each project. Note that a separate fixed price lump sum is required for each project and that on approval, each project will be dealt with as a standalone construction project and JCT Intermediate Forms of Contract will be entered into for each project.

Note also that the Employer will not be obliged to enter into a construction contract for all or any of the projects at the end of Stage 1.

3. **PROFESSIONAL CONSULTANTS**

The Employer intends to appoint an external Project Manager and Quantity Surveyor during RIBA Stage 3 of the project, and in addition will appoint a Clerk of Works for the Stage 5 construction works.

4. **KEY PERSONNEL**

Stepnell Limited

[Pre-Construction Manager Matthew James matthew.james@stepnell.co.uk](mailto:matthew.james@stepnell.co.uk)

[Design Manager Rosie Ellis rosie.ellis@stepnell.co.uk](mailto:rosie.ellis@stepnell.co.uk).

[Anthony Dixon](#)

Anthony.Dixon@wiltshire.gov.uk

5. **CONSTRUCTION CONTRACT PARTICULARS**

Date for Completion:	Programme for the Stage 1 & 2 works (pre-construction and post contract works) to be agreed during the Pre-Construction stage of the project.
Liquidated damages for delay:	To be agreed during the Pre-Construction stage of the project.
Defects Rectification Period:	12 months from the date of practical completion of the Works. Defects 5% reducing to 3% at completion
Insurance of the Works - Insurance Options	As stated in the JCT Contract which will be drafted during the Pre-Construction stage of the project and issued for comment.

SCHEDULE 2

PRE-CONSTRUCTION SERVICES, PERSONNEL AND RESOURCES

Part 1

Pre-Construction Services

The services required to be carried out by the Contractor during the Pre-Construction Services Period are:

As set out in the Invitation to Tender

51° 27' 32.034" N
2° 8' 21.502" W



Frogwell Primary School
Feasibility Report

Project Ref : 7397
Document Number: FPS-FTPT-ZZ-ZZ-RP-A-0001
Address: Frogwell Primary School, Derriads Lane, Chippenham, SN14 0DG

DRAFT

Document Control

Issued by: Footprint Architects Ltd

Client: Wiltshire County Council

Issue	Status	Revision	Date	Revision Note
01	S0	P01	10.04.2024	Work in Progress

DRAFT

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DRAFT

Project Directory

Footprint Architects have completed this feasibility report for Frogwell Primary School following being appointed by Wiltshire County Council.

Role: Architects

Company: Footprint Architects

The South Suite, Heliting House
35 Richmond Hill
Bournemouth
BH2 6HT



Contact: 01202 818966
Email: www.footprintarchitects.co.uk

Role: Client

Company: Wiltshire County Council

Bythesea Road
Trowbridge
Wiltshire
BA14 8JN



0300 456 0114
www.wiltshire.gov.uk

Role: School

Company: Frogwell Primary School

Derriads Lane
Chippenham
SN14 0DG



Phone: 01249652815
Email: www.frogwell.co.uk

1.0 Introduction

1.1 Project Overview

Footprint Architects have been appointed by Wiltshire Country Council to produce a feasibility study to assess the impact of the demolition of the existing mobile classrooms at Frogwell Primary School. The feasibility study will assess the current and required accommodation provision against the recommendation of the DFE's area guidelines outlined in Building Bulletin 103.

Frogwell Primary School was originally a 2FE Primary School and also has a separate Children's Centre that is now vacant. The school has a nursery provision in an existing mobile building that is also vacant. The school is currently operating as a 1FE school with 199 pupils on role educating children from age 5-11. It also has a dedicated SEN Resource base that accommodated 25 pupils- 2/3 of which are within KS2.

One of the existing modular units which is currently used as part of their SEMH programme will be retained and has the potential to be demolished in future.

It is anticipated that the existing Children's Centre will come back into school use. It is equipped with its own car park and external play space.

1.2 Brief and Aspirations

This feasibility study will consider and assess the existing internal and external accommodation, to allow Frogwell Primary school to demolish the existing modular units and re-provide the accommodation within the existing school. In addition to the architectural assessment, an appraisal of the mechanical services will be required.

There is also general desire to re-organise areas within the existing building to achieve good adjacencies and movement through the school.

1.3 Parking & Access

The existing school is understood to have previously operated as a 2 form entry school. It has 3 car park areas for visitors, staff and existing children's centre. This appears to be an over provision for the current school capacity and has not been assessed as part of this study.

1.4 School Site

The school premises is comprised of 4no. buildings that provide the primary school and pre-school accommodation, that is made up of 2no. main permanent building and 2no. modular units. In addition, there is a Children's Centre on site that will be re-purposed for the school.

1.0 Introduction

1.5 Existing Site Plan



Executive Summary

This feasibility study has reviewed the existing accommodation at Frogwell Primary School to assess whether with the dedication of existing mobiles, enough teaching and non-teaching areas are available at the school.

Based on an analysis of BB103 an option appraisal has been completed. Four senarios has been tested to show options for the reconfiguration and adjacencies of spaces.

Each study concludes that the school has adequate floor area. Each study has different degrees of internal and external alterations but each concludes that no additional floor area/ school extension is needed.

Option 1 has been developed as a preferred option with a dedicated SEN Resource Base.

2.0 Site Analysis

2.1 Site Photos



Figure 01: View Courtyard treatment between Modular building 515 and Main school building 509



Figure 02: View from Playground adjacent to Hall



2.0 Site Analysis

Figure 03: View from Playground provision



Figure 04: View to central playground



Figure 05: View to Playing field



Figure 06: View to KS1/KS2 Block



Figure 07: View to SEN play area provision



Figure 08: View to Children's Centre Playground Provision



2.0 Site Analysis

2.2 Existing Adjacencies

The main site entrance is at Derriads Lane. The school entrance is located just off the Drop-off Zone.

The main building is categorised into 5 main areas:

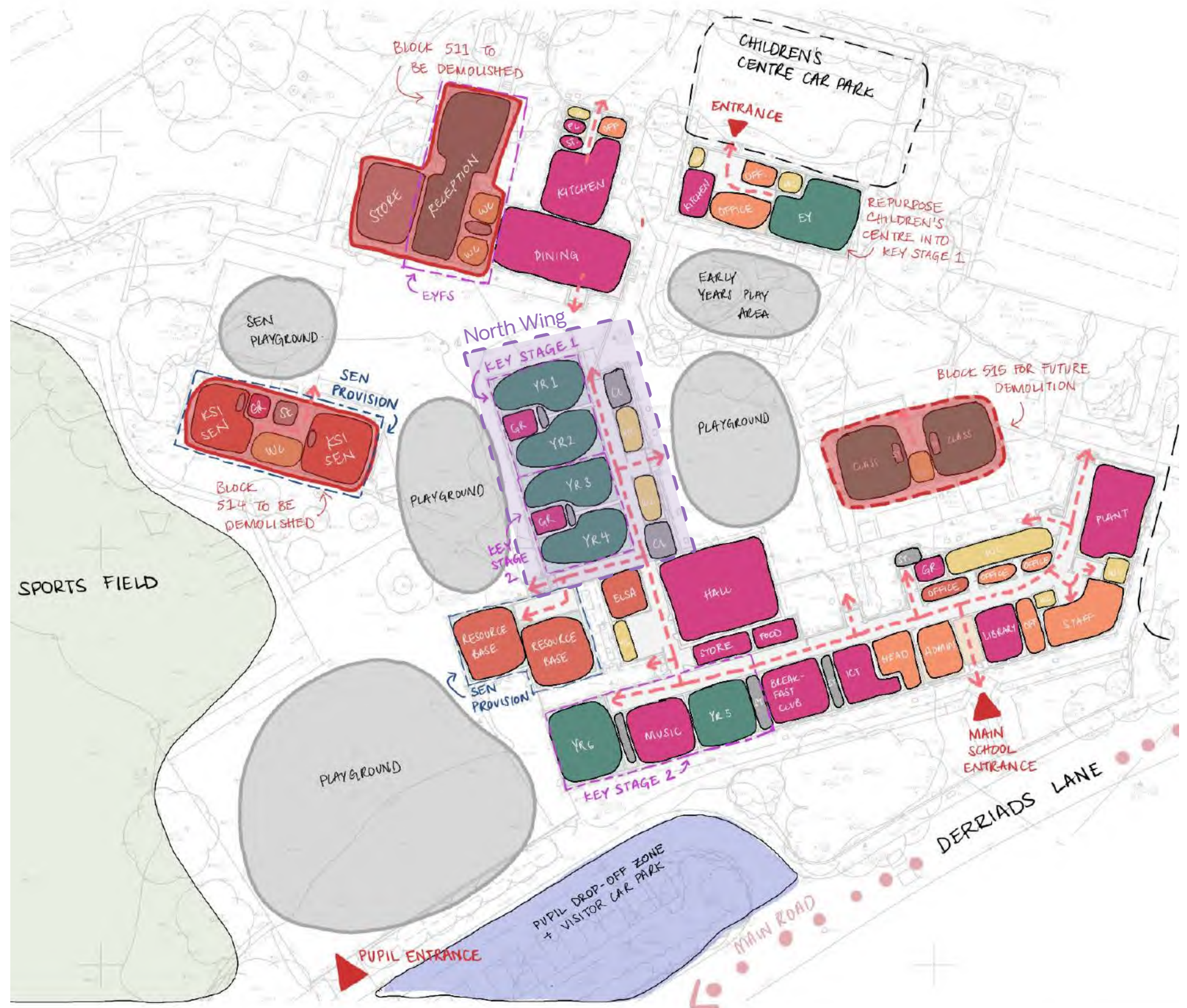
1. Hall and Specialist Teaching Areas (central to the main school building)
2. Dining (designated building north of the main school building)
3. Admin/ Staff (orange)
4. EYFS/Reception Classes (designated building north of the main school building) - Mobile building 511 to be demolished
5. Key Stage 1 Classes (north wing of the main school building)
6. Key Stage 2 Classes (south wing of the main school building)
7. Key Stage 2 SEN Classes (south-west wing of the main school building)
8. Key Stage 1 SEN Classes (designated building north-west of the main school building) - Mobile building 514 to be demolished

Each academic key stage has their own designated play area, hard and soft landscaping provisions. In addition, the school has their own playing field located in the west of the site.

Within each key stage, there is access to communal group spaces and designated group rooms.

Modular Blocks 511 and 514 are a current extension of Key Stage 1 SEN and Key Stage 1 Classrooms. Mobile Building 515 is currently used as additional classrooms to support the school's SEMH provisions.

The proposal is for these existing modular buildings that are at an end to their serviceable life to be demolished.



3.0 Accommodation Analysis

3.1 Existing Accommodation Schedule Analysis

The existing school is a 1 form entry (210 place) Primary School with a 25 place SEN Resource Base. With accommodation previously supporting a 2 form entry school, the inclusion of the children centre and, with the removal of the modular building, the following schedule of accommodation analysis the existing school accommodation against the requirements of Building Bulletin 103. It assesses whether the existing school can support the pupil numbers across the provision.

Classrooms & Specialist Teaching Resources

After the demolition of the modular buildings, an inclusion of the children's centre, the primary school provides 12no classrooms for a total of 235 pupil. The school will require 10no classrooms so a reorganisation of existing spaces is required. The school has several spaces that are not described in BB103 as highlighted on the accommodation school opposite. These are the following teaching areas:
-Music
- IT
- Breakfast Cub
The option appraisal reviews how these requirements can be accommodated with achieving 10 classrooms. It is also noted that some of the classrooms are under the size requirements of BB103.

Hall

The school Hall is under provision by 51.6 sqm. However with the separate Dining (Small hall) the total area achieves BB103 for a 1 form entry school.

Adjacencies

The school is split into KS1, KS2 and SEN with the hall central between these teaching spaces. The KS2 provisions has good connection with the Specialised Teaching Spaces with south-facing classrooms. The KS1/KS2 provisions in the north wing of the main school are under the BB103 area requirements and, despite the rooflights, have poor daylighting due to the badly proportioned rooms. This wing has the opportunity to be redesigned with improved teaching facilities and better working environments.

The 2no existing modular units assigned to the primary school will be demolished. Currently, Block 511 and Block 514 accommodates the overflow of KS1 students; current provisions of the modular blocks being:
- Modular Block 511: Reception/EYFS
- Modular Block 514: 2no. KS1 SEN Classrooms, 3no Toilet facilities, store and Group room

Modular Block 515: these rooms are used to support the school's SEMH provision- this modular block has the potential for demolition as it is not required under BB103 standards, however, the school intend to keep this facility during the refurbishment.

It is intended that the Children's Centre located north east of the main school building, will be re-purposed for KS1, utilising the existing playground.

SEN Resource Base

The BB103 schedule has been adjusted to accommodate the existing SEN pupil. The school's priority is for the SEN Provision to be accommodated into the main school building. The proposed accommodation is indicated in 3.2 and will meet BB103 recommendations as far as possible.

Footprint Architects												KEY	
PROPOSED SUPPORT SCHOOLS and SEN Resource Base (1st Primary School)												EXIST	Buildings to be demolished
												EXIST	Area not currently provided based on BSO13
												NEW	Area under provided
												NEW	Area NOT provided in BSO13
												NEW	Children's Gates
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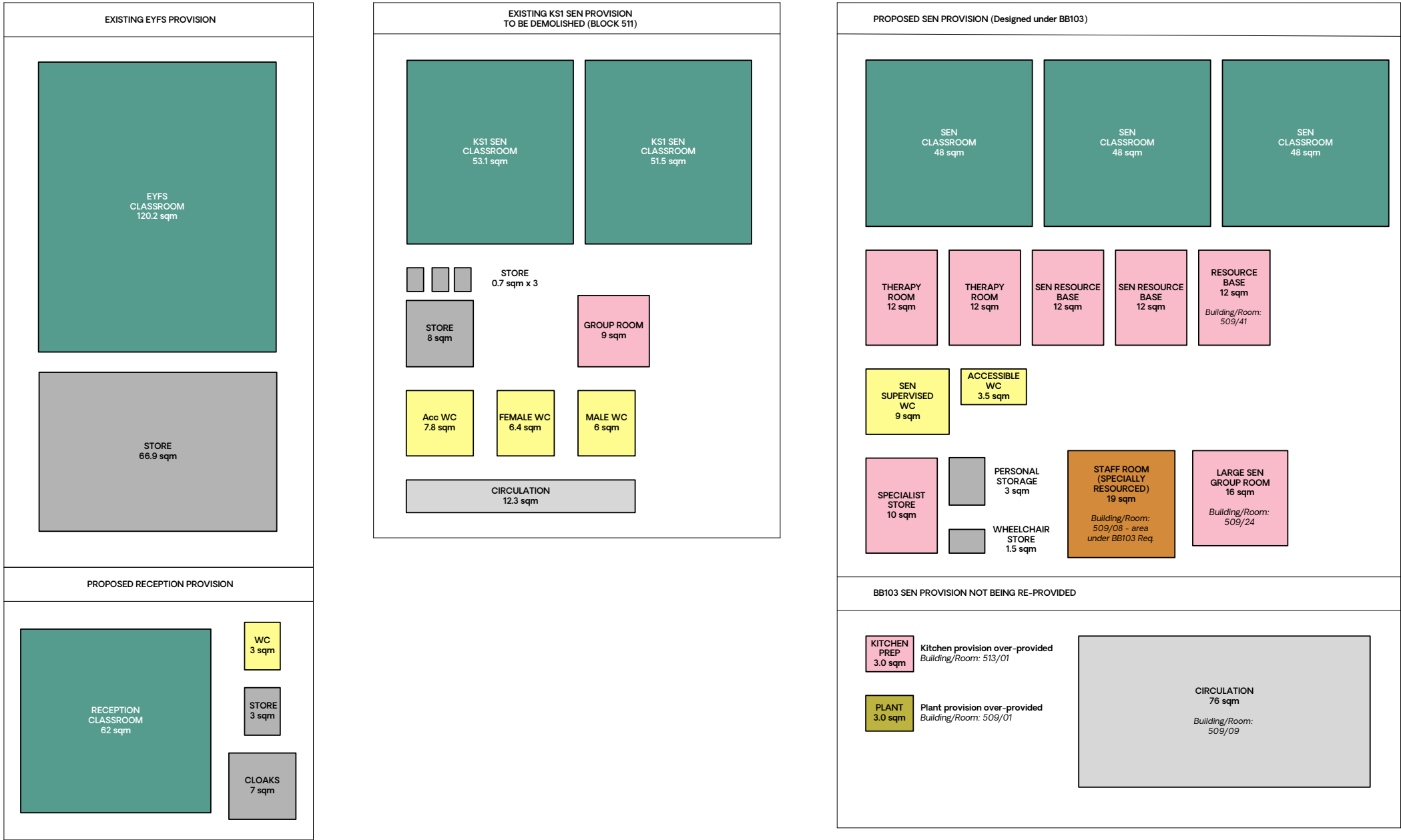
3.0 Accommodation Analysis

3.2 Existing Accommodation Schedule Analysis

The SEN Resource Base provision is based on BB103 Requirements.

Due to the transition of 2 Form entry to 1 Form entry, the school is over-providing based on BB103 requirements by 503.5sqm, despite the demolition of Block 511, Block 514 and Block 515.

It is proposed that the existing provisions will be utilised and re-organised and an option appraisal has been prepared as part of this study.



4.0 Feasibility Option Appraisal - Option 01

4.1 Option 01- SEN Base in the North of Main School Building

Opportunities:

- Reception Classroom to have access to existing dedicated play area
- Relocation of Breakfast Club to Children's Centre for improved accessibility from existing car park
- Cluster of SEN Classrooms and SEN Facilities to the North of the Main School Building- integrated within school
- Potential for direct access to new hard play area/ external teaching space direct from classrooms
- Specialised Teaching Facilities in the heart of the school
- Children's Centre to retain most internal structure/ walls
- Year 1-2 Classroom utilise existing access to external areas

Constraints:

- KS1 and KS2 access to Dining Space potentially disruptive to SEN Base, due to the required use of circulation
- Complete refurbishment of the North Wing of the Main School Building - Structural viability to be accessed
- Change KS1 Toilets for SEN
- Multi-use IT/Music Provision - reduced specialist areas in line with BB103
- Structural works to enlarge classrooms and form new openings in North wing

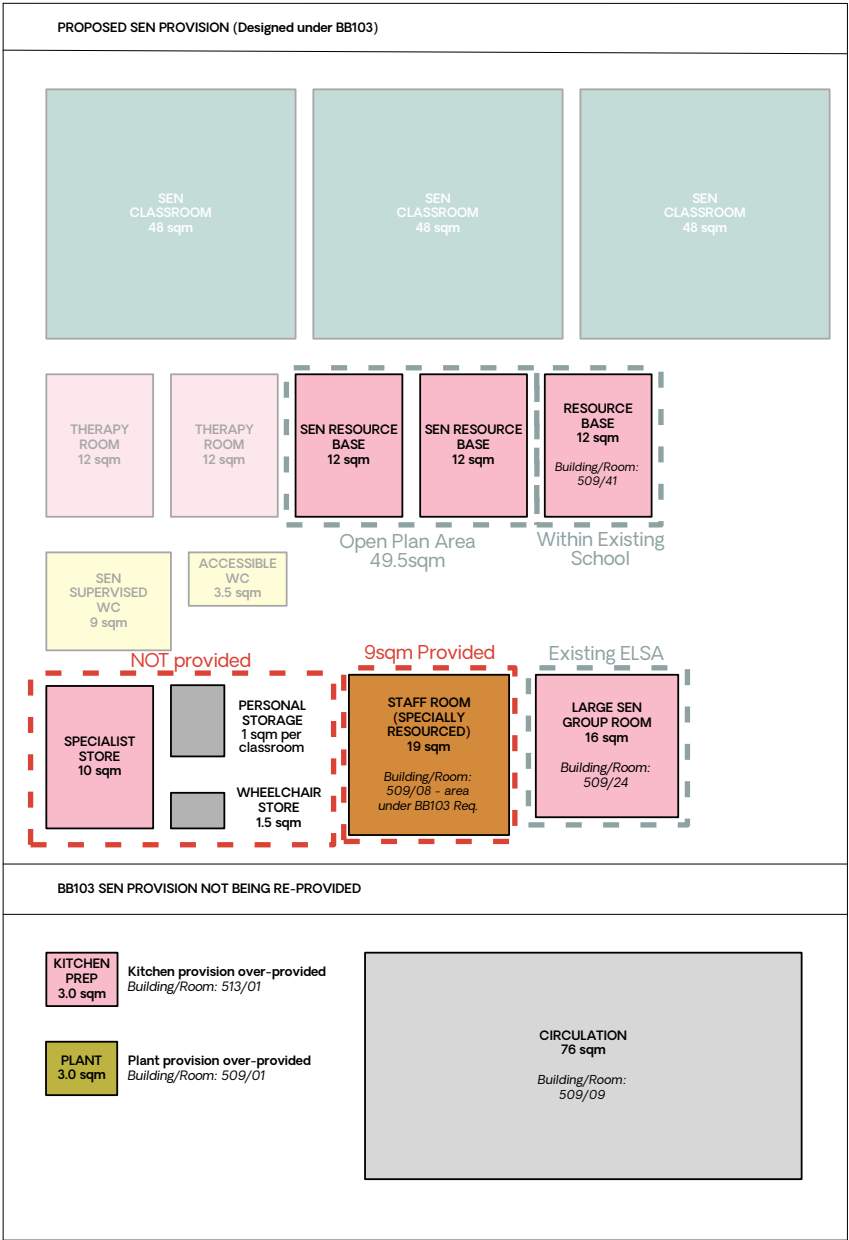


4.0 Proposed Plan - Option 01

4.2 Design Strategy - SEN Base

The proposed plan aims to use the existing structure where possible to facilitate the SEN Base within the main school building. The classrooms are proportioned appropriately with allocated group rooms and external play spaces. The toilets, though will need to be age appropriate and renovated.

Based on BB103, the design satisfies the necessary accommodation for the SEN Provision. It will be assumed that the stores that will not be provided will be located within the existing building accommodation. The staff room is provided within the unit, although is undersized.



4.0 Feasibility Option Appraisal - Option 02

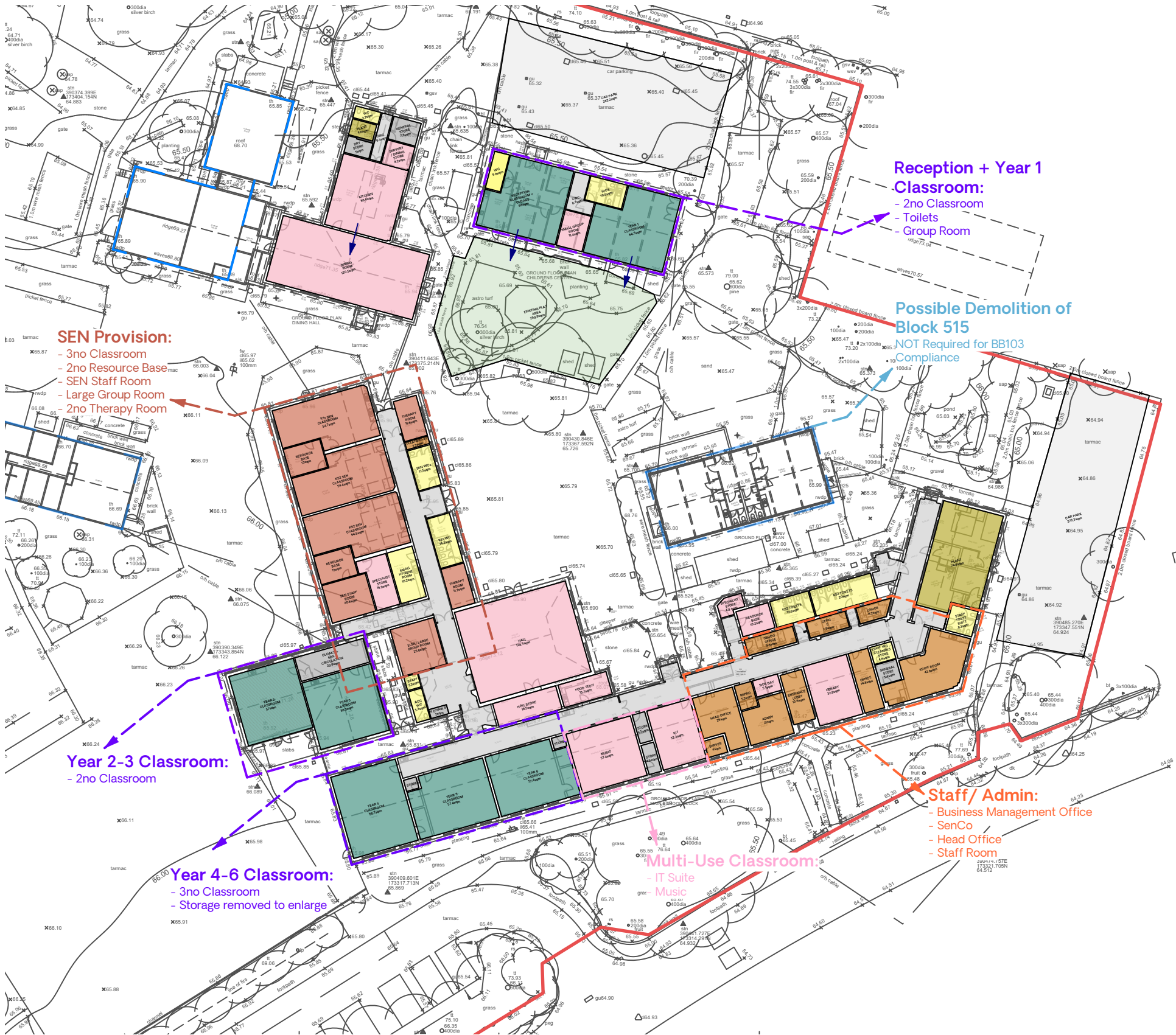
4.3 Option 2- Utilising existing spaces and structure where possible

Opportunities:

- To utilise existing structure/ North wing classrooms
- Minimal construction work
- KS1 and KS2 grouped adjacencies
- SEN base respond to Key Stage Adjacencies
- SEN base is dedicated to the North Wing of the Main School Building

Constraints:

- Poorly proportioned teaching spaces for SEN
- Change KS1 Toilets for SEN
- KS1 split between Children's Centre and Main School Building



4.0 Feasibility Option Appraisal - Option 03

4.4 Option 03- KS2 SEN Base to remain in its original location

Opportunities:

- Reception Class and KS1 SEN Class located in the Children's Centre to utilise external play provision
- SEN Bases respond to Key Stage adjacencies
- KS2 SEN Classrooms remain in main school building
- Improved Classroom area ratio
- North wing reconfiguration to improve accommodation
- Multi-use Music/ Breakfast room formed

Constraints:

- Structural alterations and refurbishment of the North Wing of the Main School Building
- KS2 access to Dining Space potentially disruptive to SEN Base
- SEN is not a dedicated base; KS2 SEN has access to the resource base, therapy etc from the KS1 corridor



4.0 Feasibility Option Appraisal - Option 04

4.5 Option 04- SEN Base to be in the heart of the school

Opportunities:

- To utilise existing spaces in the north wing of the school
- To utilise existing Children's Centre play area for Key Stage 1
- SEN Base respond to Key Stage adjacencies
- Improved Accessibility for SEN Students
- Music to be located in the north of the school away from teaching spaces - minimising disruption
- KS1 Toilets to be amended for SEN Provision
- SEN Base localised in the heart of the school with all facilities in close proximity - Has their own private pupil entrance

Constraints:

- Year 2 Class segregated from other classrooms



5.0 Conclusion

5.1 Conclusion

The feasibility study tested Frogwell Primary School capacity to demolish existing inadequate modular units with better quality teaching spaces.

Due to the change in form entry, and with the inclusion of the Children’s Centre, the school has enough floor area/ accommodation to meet the requirements of BB103for a 210 place primary school and a 25 place SEN Resource Base.

Option 1 developed includes a significant alterations to improve the quality of the teaching accommodation in the north wing. Options 2-4 show different senarios for adjacencies and different levels of structural alterations. The preferred option with need to be assessed further based on future structural, M+E designs and project funding.

5.2 Assumptions & Limitations

This feasibility study has been conducted based on the following assumptions and limitations. These will form part of the Project Risk Register, which will be developed at the next stage.

- A consultation with Building Control has not been carried out at the feasibility stage. This includes environment calculations or performance and aspirations related to sustainability.
- No building condition surveys have been completed.
- The feasibilty of structural works, enlarging existing rooms or forming new openings, has not been assessed.
- No structural of M+E assessment has been completed as a part of this study
- No assessment of existing fire compartmentation, asbestos or services survey have been completed or informed the study.
- The security and fencing has not been revisited with regard to the whole site and inclusion of the Children’s centre.
- The existing parking provision has not been assessed as part of this study.
- The existing external areas has not been assessed as part of this study.



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Tel: 01202 818966

51° 32' 19.558" N
2° 9' 3.128" W



Hullavington Primary School, Chippenham
Feasibility Report

Project Ref : 7405
Document Number: 7405-FTPT-ZZ-ZZ-RP-A-0001
Address: Hullavington, Chippenham, Wiltshire, SN14 6EF

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Document Control

Issued by: Footprint Architects Ltd

Client: Wiltshire County Council

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Project Directory

Footprint Architects have completed this feasibility report for Hullavington Primary School following being appointed by Wiltshire County Council.

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1.0 Introduction

1.1 Project Overview

Footprint Architects have been appointed by Wiltshire Council to produce a feasibility study to assess the impact of the demolition of the existing mobile classrooms at Hullavington Primary School. The feasibility study will assess the current accommodation provision within the mobile units and the required replacement accommodation to meet the recommendations of the DFE's area guidelines outlined in Building Bulletin 103.

Hullavington Primary School is a 150 place school catering for pupils with an age range from 2-11. It has between 21-27 pupils per combined year groups across the 5 classrooms and a 21 place nursery. Three classrooms are in the main school building and two are in the mobiles. The nursery is in an independent mobile building with access direct from a public footpath.

The school has 20 FTE staff including the kitchen.

The site adjacent to the school is being developed for housing and as part of the development there are 2 parcels of land that are being made available. One will form a community car park outside of the school usage and the other will be transferred to the school should it be required for expansion within the next 10 years. The feasibility study will indicate how this could be used.

1.2 Brief and Aspirations

This feasibility study will consider and assess the existing internal and external accommodation, to allow Hullavington Primary school to demolish the 2 primary school modular units and the nursery modular unit and re-provide the accommodation within permanent school accommodation.

The modular units are currently set up as reception/year 1 class and a year 2/3 classroom. The brief for the new provision is for classrooms with a 30 pupil capacity and sized to comply with BB 103. The study will also review the requirement for other provisions to include group rooms, storage, WC's etc.

It is anticipated that 2 classrooms will be required and the feasibility study will indicate where a further classroom could go should the school expand in the future. The nursery will be replaced and the school has received funding from the adjacent housing development to expand the existing nursery provision by 9 children to 28. It will be sized to accommodate 10no. 2 year olds and 18no. 3-4 year olds.

Proposed 28 place Nursery:
10 x 2 year old = 2.5 sqm per child (minimum) = 25 sqm
18 x 3-4 year old = 2.3 sqm per child (minimum) = 41.4 sqm
Total area for 28-place nursery = 66.5 SQM

In addition to the architectural assessment, an appraisal of the mechanical and electrical services and civils and structural will be required, although this has not been commissioned as part of this study.

1.3 Parking & Access

The existing school is reported to have insufficient parking provision for staff and visitors. This will be assessed as part of the study.

1.4 School Site

The school premises is comprised of 4no. Buildings that provide the primary school and nursery accommodation. This is made up of the main school building, two modular classroom buildings and the nursery.

2.0 Site Analysis

2.1 Site Photos



1) View from the field



2) Mobile Classroom - Nursery

2.0 Site Analysis



3) Main Playground



4) Play trail



5) Garden behind Mobile Block 8



6) Main Playground and Field



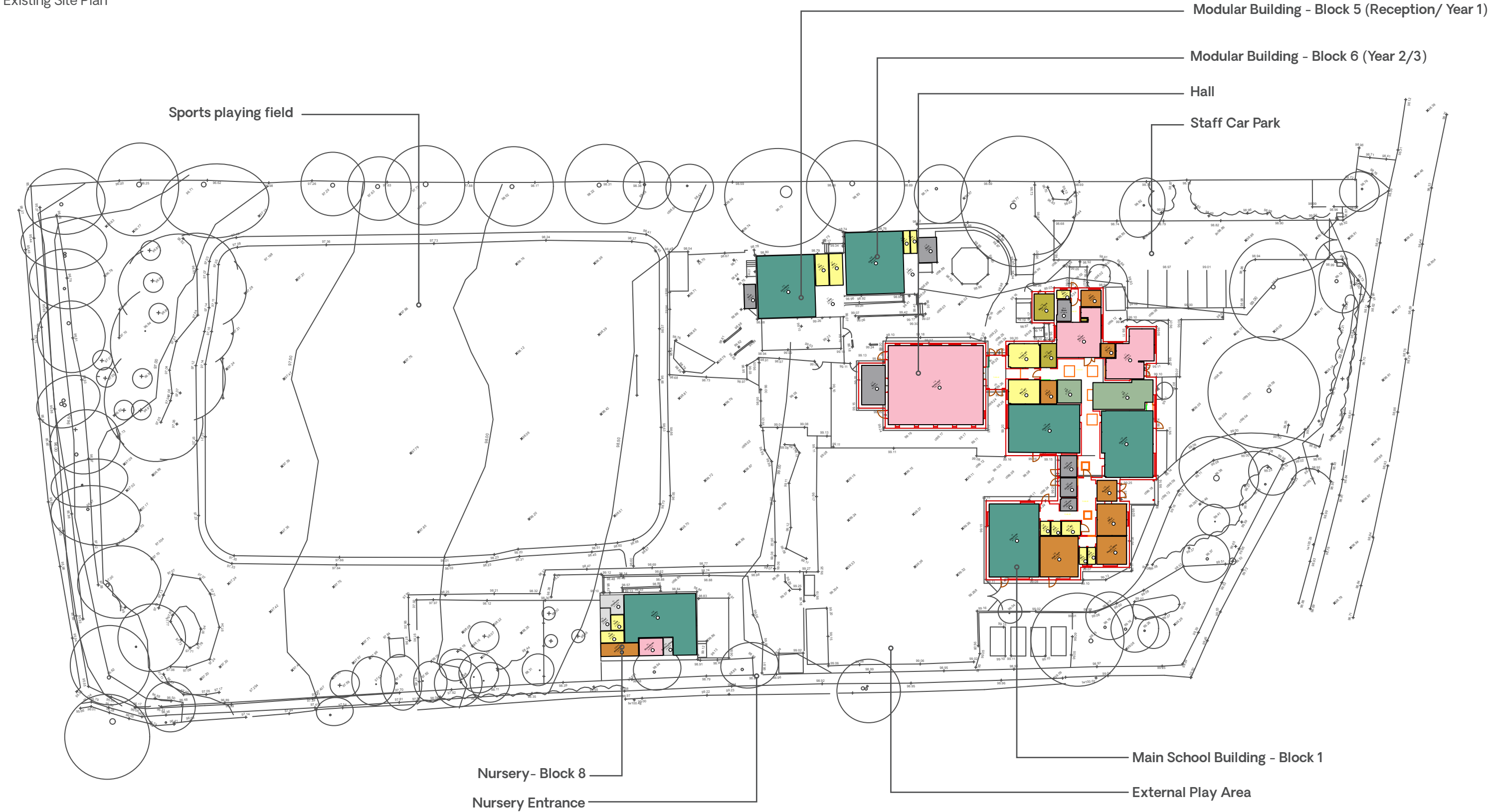
7) Staff Car Park Provision



8) External Play Area - Nursery Block 8

2.0 Site Analysis

Existing Site Plan



3.0 Accommodation Analysis

The existing school is a 0.5 form entry (150) Primary School with a 21 place Nursery. The following schedule analyses the existing school accommodation against Building Bulletin 103. It assesses whether the existing school can support the pupil numbers across the provision.

Classrooms & Specialist Teaching Resources

In the main school provision, the existing classrooms are generally under the space requirements of BB103. The Nursery that accommodates 21 children is currently over the space requirements so has the capacity to accommodate children as recommended.

The school has an IT suite which is used as its specialist practical teaching space as defined in BB103.

Hall

The school Hall is under the area recommendations of BB103 based on a 150 place school.

Adjacencies

The nursery and the KS1 classrooms are located in the modular buildings which are independent of the main school building. The independence of the nursery has some benefits enabling separate parent drop off and collection directly from the public footpath. Access to the hall or specialist teaching areas is not commonly needed for nursery age children.

Pupils and staff from the mobile KS1 classrooms have to walk externally to have access to the hall, dining, staff room and IT suite within the main school building. The replacement classrooms would be better suited attached to the main school building to improve adjacencies for the school.

Both the Nursery and KS1 Classrooms have direct access to covered external play space and this will be maintained as part of the proposals.

Footprint Architects										
HULLAVINGTON PRIMARY SCHOOL LUNDA ROAD 0.5 FE Primary School - 176 Place		Existing Provision				BB103 Requirements		Proposed/Comparison with Existing		Comments
	Number of rooms	Block	Room No.	Room Reference	Area m2	No. of Rooms	Area m2	No. of Rooms	Area m2	
Basic Teaching										
Nursery	1	8	04	Nursery Playrooms	67.4	1	66.5	1	66.5	Block 8 to be demolished
EYFS	1	5	02	Reception + Year 1	56.7	1	62	1	62	Area under provided/ Block 5 to be demolished
Key Stage 1	1	6	02	Year 2 + Year 3	56.8	1	62	1	62	Area under provided/ Block 6 to be demolished
Key Stage 2	1	1	08	Year 3 + Year 4	54.1	1	62	1	54.1	7.9 sqm under provided.
	1	1	07	Year 4 + Year 5	53.1	1	66	1	53.1	1.8sqm under provided.
	1	1	30	Year 5 + Year 6	57.7	1	66	1	57.7	2.7 sqm larger than BB103
Total Basic Teaching	6				345.8	6	362.5	6	355.4	2 existing classrooms are slightly undersized.
Specialist Practical										
	1	1	6	ICT Suite	33.3	1	0	1	33.3	Not currently provided. Used as ICT.
				Food/ Science/ DT Area	0.0	1	34	1	34.0	Not Specified in BB103
Total Specialist Practical					33.3	2	34.0	2	33.3	Specialist Practical under provided by 0.7 sqm
Halls and Studios										
	1	1	18	Assembly Hall	119.1	1	150	1	30.9	Area under provided.
Total Halls and Studios	1				119.1	1	150.0	2	119.1	Halls undersized by 30.9 sqm
Learning Resources										
	1	1	1	Library	27.4	1	20	1	27.4	Not currently provided.
				SEN Therapy/ Mt Room	0.0	1	12	1	12	areas proposed to be provided as part of the replacement modular classrooms
				SEN Resource Base	0.0	1	12	1	12	areas proposed to be provided as part of the replacement modular classrooms
	1	8	7	Group Room (Nursery)	7.0	1	9	1	9	areas proposed to be provided as part of the replacement modular classrooms
Total Learning Resources	2				34.4	4	33	4	39.4	
TOTAL TEACHING AREA					524.6	13	600	5	586	TEACHING AREA UNDER PROVIDED BY 32 sqm
Staff Admin										
Staff Facilities	1	1	26	Staff Room	24.4	1	27	1	24.4	2.6 sqm under provided.
	1	1	23	Head's Office	13.2	1	16	1	13.2	2.8 sqm under provided.
	1	1	21	Admin Office	14.8	1	13	1	14.8	1.8sqm larger than BB103
	1	8	06	Staff room (Nursery)	6.5	1	8	1	6.5	Block 8 to be demolished
	1	1	20	Entrance and Reception	6.6	1	3	1	6.6	3.6 sqm larger than BB103
	1	1	13	Interview Room	6.0	1	6	1	6.0	over provided
				Sick Bay	0.0	1	4	1	0.0	Not currently provided.
	1	8	6	Kitchenette Bay (Nursery)	6.5	1	4	1	4.6	Block 8 to be demolished
Total Staff Admin	7				62.0	8	81	8	77.0	
Storage (Teaching)										
	1	8	8	Store (Nursery)	2.4	1	4	1	4.0	Area under provided/ Block 8 to be demolished
				Store (Nursery)	0.0	1	4	1	4.0	Not currently provided.
				Reception Store	0.0	1	3	1	0.0	Not currently provided.
				Store (Infants)	0.0	1	1.5	1	0.0	Not currently provided.
				Store (Infants)	0.0	1	1.5	1	0.0	Not currently provided.
				Store (Juniors)	0.0	1	1.5	1	0.0	Not currently provided.
				Store (Juniors)	0.0	1	1.5	1	0.0	Not currently provided.
	1	1	15	Specialist Store	9.2	1	5	1	9.2	4.2 sqm larger than BB103
	1	1	19	Hall Store	14.8	1	15	1	14.8	
	1	9	1	External PE Store	10.0	1	4	1	10.0	6sqm larger than BB103
Total Storage (Teaching)	4				36.4	10	41.0	8	42.0	
Storage (Non-Teaching)										
	1	70	4	Servany/ Dining	5.2	1	6	1	5.2	0.8 sqm under provided.
				Equipment stores/ appliance bays	0.0	1	1.5	1	0.0	Not currently provided.
				Equipment stores/ appliance bays	0.0	1	1.5	1	0.0	Not currently provided.
	1	1	31	Personal Storage (Coat Hooks)	3.4	1	3	1	3.4	larger than BB103
	1	1	32	Personal Storage (Coat Hooks)	4.9	1	3	1	4.9	larger than BB103
	1	1	33	Personal Storage (Coat Hooks)	5.6	1	3	1	5.6	larger than BB103
				Personal Storage (Coat Hooks)	0.0	1	3	1	0.0	Not currently provided.
	1	5	1	Early Years Classroom	13.2	1	6	2	12.0	Block 5 to be demolished
	1	8	2	Changers Store	9.7	1	1.5	1	9.7	Block 8 to be demolished
	1	70	6	Changers Store	0.0	1	1.5	1	0.0	1.5sqm Area under provided.
				Equipment stores/ Maintenance	0.0	1	6	1	0.0	Not currently provided.
				Equipment stores/ Maintenance	0.0	1	6	1	0.0	Not currently provided.
Total Storage (Non-Teaching)	7				36.4	12	42.0	13	33.2	Storage (non-Teaching) UNDER provided by -3.7sqm
Total Storage					154.7	30	154.0	25	154.2	Storage (teach) provided in dining by -0.3 sqm
TOTAL NET AREA					687		764		722	Under BB103 Recommendations by -46sqm
Non-net Area										
Kitchen Suite										
	1	70	1	Food prep areas, kitchen (prep/ servany suite)	24.7	1	37	1	24.7	
	1	70	4	Kitchen Office	5.2	1	0	1	5.2	
	1	70	3	WC	1.8	1	3	1	1.8	
	1	70	2	Kitchen Store	4.6	1	2	1	4.6	
Total Kitchen Suite	4				36.3	3	42.0		36.3	Kitchen Suite under provided by -4.7sqm
Sanitary										
	1	8	5	Early Years WC	4.7	1	3	1	10.0	Block 8 to be demolished/ EYFS 6 x 3 sqm = 18sqm is minimum
	1	8	3	Early Years WC	3.4	1	3			Block 8 to be demolished
	1	5	3	Early Years WC	6.7	1	3	1	10.0	Block 5 to be demolished
	1	5	4	Early Years WC	6.7	1	3			Block 5 to be demolished
	1	6	3	Early Years WC	2.4	1	3			Block 6 to be demolished
	1	6	4	Early Years WC	2.4	1	3	1	6.0	Block 6 to be demolished
	1	1	9	KS1 Male Toilets	11.9	1	6	1	11.9	
	1	1	11	KS1 Female Toilets	11.9	1	6	1	11.9	
	1	1	29	KS2 Girls Toilets	2.2	1	6	1	2.2	
	1	1	28	KS2 Boys Toilets	2.2	1	0	1	2.2	
				Small Hygiene Room	0.0	1	9	1	10.0	areas proposed to be provided as part of the replacement modular classrooms
	1			Staff Toilet Suite	0.0	1	6	1	6	
	1	1	27	Accessible WC	4.2	1	3.8	1	4.2	
	1	1	25	Staff Toilets	2.0	1	0	1	2.0	
	1	1	24	Staff Toilets	2.1	1	0	1	2.1	
Total Sanitary					62.8	11	54.8		66.5	
Plant										
	1	1	14	Boiler room (Heat source)	8.4	1	15	1	8.4	
	1	1	12	Electrical plant	6.1	1	10	1	6.1	
	1	1	3.1	Server	5.1	1	7.5	1	3.1	
				Cool water	0.0	1	10			areas proposed to be provided as part of the replacement modular classrooms
				Services shaft	0.0	1	1			Not currently provided.
				Services shaft	0.0	1	1			Not currently provided.
				Services shaft	0.0	1	1			Not currently provided.
Total Plant	3				17.6	7	45.5		17.6	PLANT under PROVIDED by -14.9 sqm
Circulation										
	1	1	10	Circulation	15.7	1	127	1	85.0	area proposed
	1	1	16	Circulation	29.7			1	29.7	
	1	1	06	Circulation	22.0			1	22.0	
	1	70	02	Circulation	4.6			1	4.6	
	1	5	1	Circulation	13.2			1	0.0	Block 5 to be demolished
	1	6	1	Circulation	8.2	1	9	1	0.0	Block 6 to be demolished
	1	8	1	Circulation	6.5			1	0.0	Block 8 to be demolished
				Partitions	0.0	1	34	1	34.0	
				Lobbies	0.0	1	12	1	0.0	
Total Circulation					99.9	1	182.0		175.3	CIRCULATION UNDER PROVIDED BY -46.1sqm
TOTAL NON NET AREA (NON TEACH)					218.6		324		295.8	
TOTAL GBA					905.6		1097.6		1015.18	

