

ITEM 7

DATED

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**DEED OF EASEMENT**

relating to

Land at Jubilee Playground, Winchelsea, East Sussex

between

**Rother District Council**

and

**Icklesham Parish Council**



Rother District Council  
Town Hall  
Bexhill on Sea  
East Sussex TN39 3JX

This deed is dated

2020

## **Parties**

- (1)** ROTHER DISTRICT COUNCIL of Town Hall Bexhill on Sea East Sussex TN39 3JX  
**(Grantor)**
- (2)** ICKLESHAM PARISH COUNCIL of 74 Ashford Road Hastings East Sussex TN34 2HZ  
**(Grantee)**

## **BACKGROUND**

- (A)** The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B)** The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

## **AGREED TERMS**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this deed.

#### **1.1 Definitions:**

**Accessway:** the footpath which passes between the points marked A and the brown land on the Plan and is shown coloured green on the Plan.

**Deed of Covenant:** a deed of covenant in favour of the Grantor or the owner or owners from time to time of the Grantor's Property or any part of it containing covenants in the same terms as the Grantee's Covenants with such minor modifications as the Grantor may agree.

**Grantee's Covenants:** the covenants set out in Schedule **Schedule 2**.

**Grantee's Property:** the freehold property at land on the east side of Monks Walk, Winchelsea, East Sussex shown edged blue on the Plan and registered at HM Land Registry under title number ESX237422.

**Grantor's Covenants:** the covenants set out in Schedule **Schedule 3**.

**Grantor's Property:** the freehold property known as Public Conveniences, German Street, Winchelsea, East Sussex shown edged red on the Plan and registered at HM Land Registry under title number ESX290550.

**Plan:** the plan annexed to this deed.

**Reserved Rights:** the rights set out in Schedule **Schedule 4**.

**Rights:** the rights set out in Schedule **Schedule 1**.

**VAT:** value added tax chargeable in the UK.

- 1.2 Any reference to the **Grantor** or **Grantee** shall include that party's personal representatives, successors or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.11 A reference to **writing** or **written** excludes fax and email.
- 1.12 Any obligation in this deed on a party not to do something includes an obligation not to allow that thing to be done.

1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Grant**

2.1 In consideration of the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.

2.2 The Rights are not granted exclusively to the Grantee and are granted:

- (a) subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed; and
- (b) in common with the Grantor and any other persons authorised by the Grantor or lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

## **3. Grantor's covenants**

The Grantor covenants with the Grantee so as to bind the Grantor's Property and each and every part of it, for the benefit of the Grantee's Property and each and every part of it, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

## **4. Grantee's covenants**

The Grantee covenants with the Grantor so as to bind the Grantee's Property and each and every part of it, for the benefit of the Grantor's Property and each and every part of it, that the Grantee, its successors in title and anyone authorised by any of them to use the Rights shall at all times observe and perform the Grantee's Covenants.

## **5. HM Land Registry**

5.1 The Grantor consents to:

- (a) the registration of the Rights on the registered title to the Grantor's Property; and
- (b) any restrictive covenants entered into in this deed by the Grantor being noted against the registered title to the Grantor's Property.

5.2 The Grantee consents to the registration of the Rights and any restrictive covenants entered into in this deed by the Grantee being entered on the registered title to the Grantee's Property.

- 5.3 On completion of this deed the Grantee shall:
- (a) apply to HM Land Registry to register the Rights and to enter a notice of any restrictive covenants against the registered title to the Grantor's Property; and
  - (b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the property register of the Grantee's title as appurtenant rights.

5.4 The Grantee shall promptly give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, once the Rights and any restrictive covenants made by the Grantor and/or the Grantee have been properly and correctly entered against the respective titles.

## **6. Reservation of rights**

The Grantor reserves the Reserved Rights for itself, its successors in title and all other persons authorised by it to benefit from the same.

## **7. Indemnity**

The Grantee shall indemnify the Grantor against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- (a) the exercise of the Rights;
- (b) any breach of any of the Grantee's Covenants; or
- (c) any breach of the terms of this deed;

by the Grantee, or by any occupier of the Grantee's Property, or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

## **8. Extent of liability**

8.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

8.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant

time or other indulgence to, any one of those persons without affecting the liability of any other of them.

- 8.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained in Schedule 3 unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.
- 8.4 Subject to clause 8.5, the Grantor is not liable for:
- (a) the death of, or injury to the Grantee, its employees or invitees; or
  - (b) damage to any property of the Grantee or that of the Grantee's employees or invitees; or
  - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Grantee or the Grantee's employees or invitees in the exercise or purported exercise of the Rights.
- 8.5 Nothing in clause 8.4 shall limit or exclude the Grantor's liability for:
- (a) death or personal injury or damage to property caused by negligence on the part of the Grantor or its employees or agents; or
  - (b) any matter in respect of which it would be unlawful for the Grantor to exclude or restrict liability.

## **9. VAT**

- 9.1 All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 9.3, the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 9.2 Every obligation on the Grantee, under or in connection with this deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor obtains credit for such VAT.
- 9.3 The Grantee shall not be required to make any payment of VAT unless and until the Grantor provides the Grantee with a valid VAT invoice addressed to the Grantee.

## **10. No transfer of Grantee's Property without Deed of Covenant**

- 10.1 The Grantee covenants with the Grantor, for the benefit of the Grantor's Property and each and every part of it, not to transfer the whole or any part of the Grantee's Property without first procuring that the disponee enters into a Deed of Covenant with, and

supplies the same to, the owner or owners from time to time of the Grantor's Property or any part of it.

- 10.2 The Grantee consents to the entry of the following restriction against the title to the Grantee's Property at HM Land Registry following the registration of this deed and shall provide the Grantor with all necessary assistance and/or documentation to permit entry of the restriction:

"No transfer of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Rother District Council of Town Hall Bexhill on Sea East Sussex TN39 3JX."

- 10.3 The Grantor covenants with the Grantee that, immediately upon receipt of a Deed of Covenant properly executed by the person to whom a transfer is being made, the Grantor shall provide the consent required by the restriction in clause 10.210.2

#### **11. Third party rights**

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

#### **12. Governing law**

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

#### **13. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1 The Rights**

1. The right for the Grantee and its successors in title and those authorised by it or them, in common with the Grantor and other persons having the same or a similar right, to pass on foot only over and along the Accessway to and from the public highway known as Monks Walk at all times to gain access to and egress from the Grantee's Property but not for any other purpose.



## **Schedule 2 Grantee's covenants**

The Grantee shall:

### **1. Statutory requirements**

Comply with all laws governing the exercise of the Rights.

### **2. Damage**

Not cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall immediately make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

### **3. Nuisance**

Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

### **4. Obstruction or waste**

Not obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Grantor's Property or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Grantor.

### **5. Repair**

Keep the Accessway clean and free from obstruction and in good repair and condition to the satisfaction of the Grantor.

### **6. Costs in the event of breach**

Pay to the Grantor on written demand all costs incurred by the Grantor in complying with any of the Grantee's Covenants if the Grantee has failed to comply with them, provided that the Grantor has first served on the Grantee written notice of the breach and the Grantee has failed to rectify the breach within 21 days of service of that notice.

### **7. Gate and security**

- 7.1 Keep a gate at the point marked A on the Plan closed at all times that the Rights are not being exercised.

### **Schedule 3 Grantor's covenants**

The Grantor shall:

#### **1. Interference with Rights**

Subject to the Reserved Rights, not do anything or allow anything to be done on the Grantor's Property that interferes with or obstructs the exercise of the Rights by the Grantee.

#### Schedule 4 Reserved Rights

The Grantor reserves the following Reserved Rights:

**1. Right to enter to carry out obligations**

The right to enter onto the Accessway at any time to carry out any obligation of the Grantor contained in this deed, or any obligation of the Grantee in the event of the Grantee's default.

**2. Right to enter to repair the Grantor's Property**

The right to enter onto the Accessway at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property.

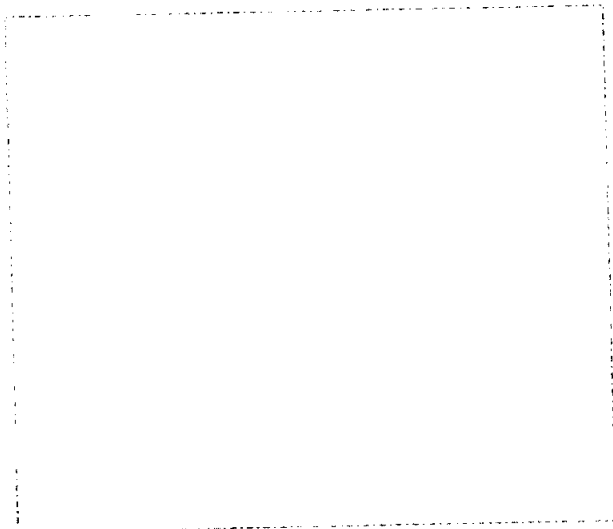
**3. Right to build on the Grantor's Property**

Subject to the Grantor's covenant in Schedule 3, the right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land.

The COMMON SEAL of the said  
ROTHER DISTRICT COUNCIL  
was hereunto affixed  
in the presence of:

\_\_\_\_\_  
Member of the Council

\_\_\_\_\_  
Authorised Signatory



The COMMON SEAL of the said  
ICKLESHAM PARISH COUNCIL  
was hereunto affixed  
in the presence of:



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Authorised Signatory

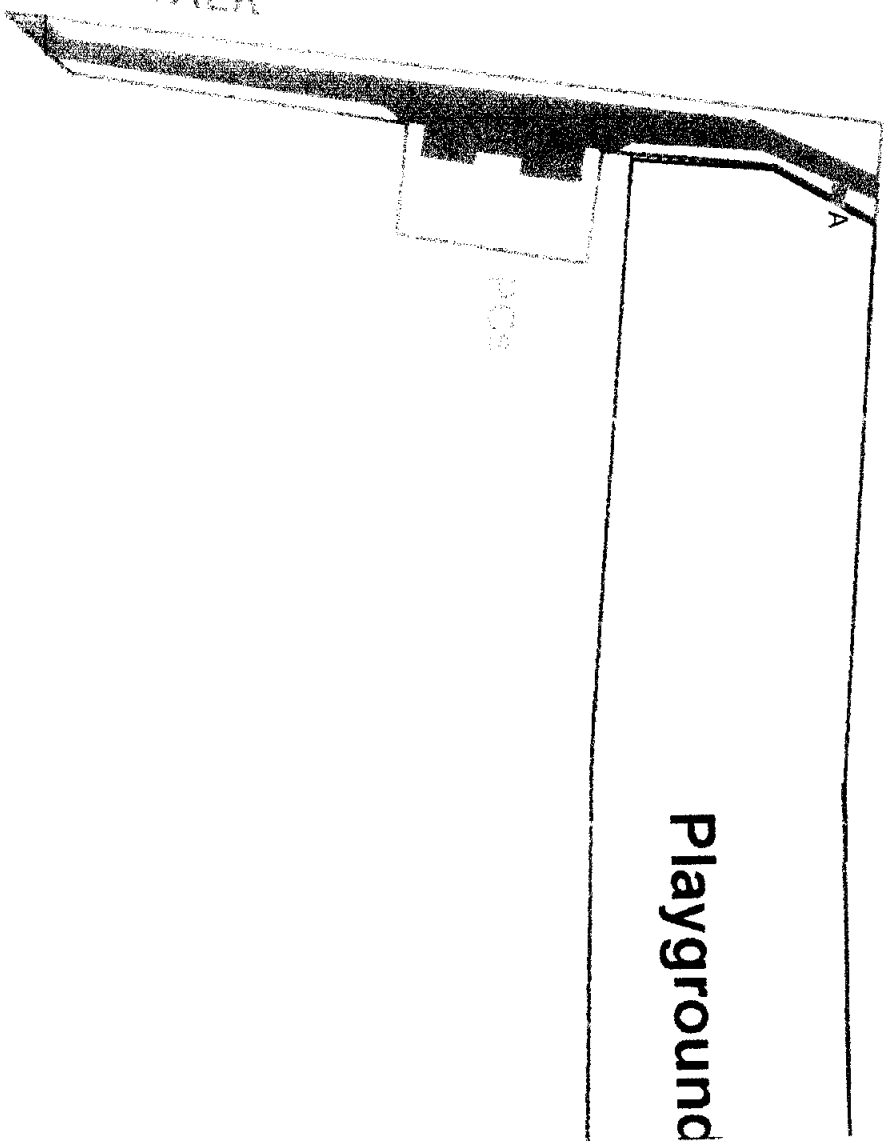
Tymochmons


21

Police  
House

35.3m

MONKS WALK



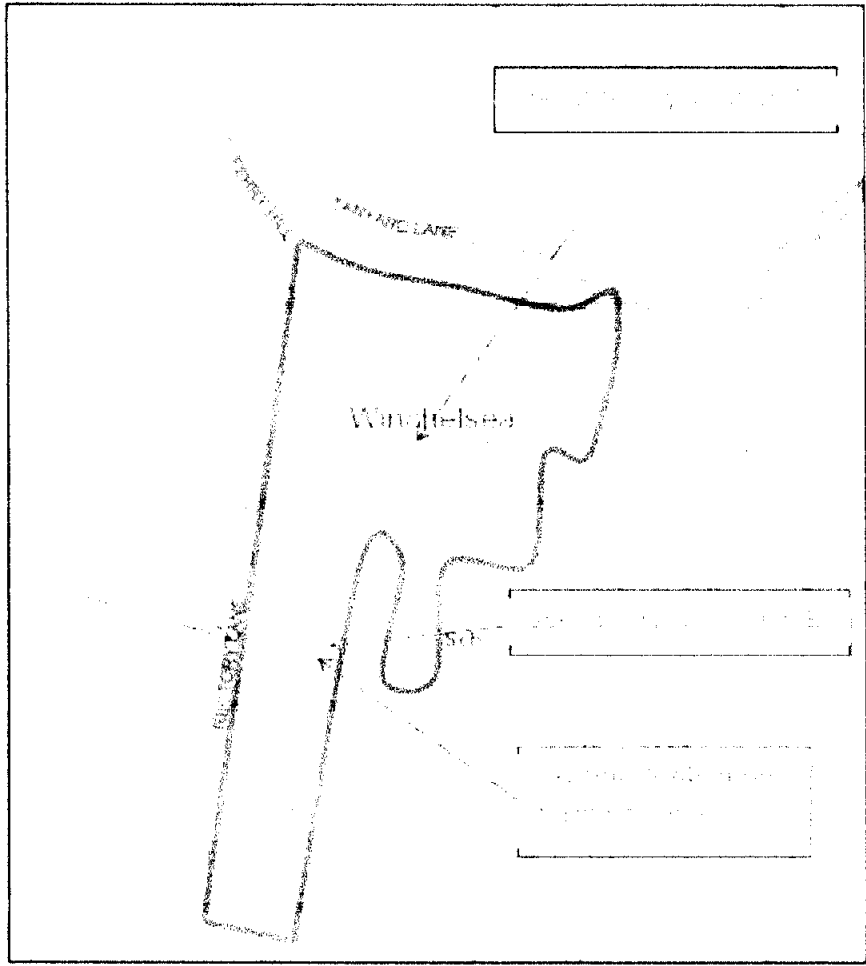
SD6.F.	TASK PROPOSAL	 <small>East Sussex Highways</small> <small>A local authority</small> <small>UK GOV</small>
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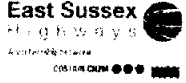
Scheme Name	Winchelsea Traffic Calming - Preliminary Design	DATE	03/11/2020
Scheme Number	TBC		
Client (Task Order nos.)	TBC		
Jacobs (Oracle nos.)	TBC		
Costain (E1 code)	TBC		
CE Reference	N/A		

**Scope of Work**

East Sussex Highways (ESH) has been asked to produce a Preliminary Design based upon the final conclusions found within technical note [ABSL-0388] Feasibility Appraisal – Winchelsea Traffic Calming.

The design will focus on addressing the speeding traffic on German Street and High Street and discourage this route being used as a rat-run by drivers who wish to avoid the A259 that passes the north and west of the Village. Design work will also seek to remove the current problem of southbound through traffic failing to give-way at junction of German Street/High Street/Higham Green. The scheme extent is shown in the orange boundary below.



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### **Deliverables & Tasks**

This proposal identifies the activities and associated cost to undertake the design of the scheme. The following activities and deliverables are proposed:

- **Project Management:**

- Project Execution Plan and Design Input Statements
- Task Management / Quality Management
- Project Management
- Inception Meeting - Online meeting with Parish Council (x1) – 1h long
- Progress Meetings (teleconference - x2 for Preliminary Design, 1h long)
- Programme development
- Develop/Update Project Management Plan (PMP)

- **Assumptions:**

- Client meetings to be done via Teams, any travelling would be dealt with via CE.
- Anything outside the listed deliverables and expenses subsequently requested by the Client will be treated via CE.

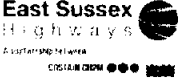
- **Stakeholder Engagement**

- Stakeholder mapping to assist the Parish Council.
- 1 progress meeting with the Parish Council will be used to discuss initial design options being considered.
- An initial email will be sent to the key stakeholders identified in Appendix A (Design Process Column only). This is to inform them of the initial proposed design options and is not a public consultation. It has been assumed that these key stakeholders will respond in a timely manner as per the programme.
- Once the draft design drawings are ready, 1 further email will be sent to the key stakeholders identified in Appendix A (Design Process Column only). An allowance has been included to make only 1 iteration to the draft design drawings following combined comments from these key stakeholders. It has been assumed that these key stakeholders will respond in a timely manner as per the programme. Where there are conflicting comments, this will be discussed with the Parish Council for an agreement on a preferred way forward. It excludes the preparation of any PowerPoint presentation or technical note summarising responses or comments from the stakeholder engagement.
- 1 further meeting with the Parish Council of Icklesham to discuss the draft design drawings after which 1 iteration of the drawings will be carried out and issued for Stage 1 Road Safety Audit. The final drawings (incorporating any recommendations from the Road Safety Audit 1) will then be issued to Icklesham Council for Public Consultation.
- Produce Final General Arrangement Plans and accompanying letter for the Parish Council to consult on and carry out Public Consultation
- The Parish Council will lead and manage the Public Consultation.
- No allowance has been included for any design changes following the Public Consultation. If required, this will be dealt with as a Compensation Event.
- The outcome of the Public Consultation process will inform the next stage of the design process which is separate to this commission.
- No allowance has been included to manage the Public Consultation process or prepare a technical note summarising responses/objections. If required, this will be dealt with as a Compensation Event.
- This commission excludes providing support and preparation of any materials for public consultation. The commission ends after the submission of the general arrangement drawings and accompanying letter describing the proposals to the Parish Council.

- **Assumptions:**

- ESH will only engage with the Parish Council and the key stakeholders as identified within Appendix A (Design Process Only).
- Development of any interactive material/digital material and imagery is excluded.
- Distribution of letters and any costs associated with printing will come from the Parish Council. ESH will draft content of the letter.
- An allowance has been made for only 1 iteration of the design drawings following comments from the Parish Council.

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- An allowance has been made for only 1 iteration of the design drawings following combined comments from the key stakeholders (Appendix A Design Process).
- The Parish Council will provide any feedback and responses to consultees as part of the Public Consultation.

- **Scoping Exercise**

- Review Existing feasibility report
- Site Visit Risk Assessment and Preparation
- Site Visit - data gathering/detailed inspection (x1)

- Assumptions:

- One site visit (x2 people) has been assumed to be undertaken. If additional site visits will be required, shall be priced as an additional item. COVID-19 and associated severe restrictions on working arrangements could impact on and delay the timings of the site visit.
- No Traffic Management will be required for the site visit.

- **Public Utilities**

- C2 utility searches: Produce Specification and Drawings
- Produce Existing Utility X-Ref (Reference File)
- Review Existing Utilities with Proposed Design for Clashes (Limited only to highlighting conflicts on drawings)

- Assumptions:

- Utility drawings will not be produced. Only existing utility X-ref will be produced to confirm areas of concern
- C3/C4 and beyond estimates are not included in the fee proposal. They shall be carried out in Detailed Design stage. No utility diversions will be identified during scheme delivery. A basic clash review check of the proposals against the C2 returns will be carried out which may necessitate a GPR survey to be undertaken during the next stage (detailed design).

- **Environment**

- Undertake environmental appraisal

- Assumptions:

- It is assumed that no site visit is required for the environmental appraisal.
- The environmental appraisal study will identify if further mitigation works or ecological surveys will be required. At this stage these have not been included in the forecast cost but should further work be necessary this shall be priced as an additional item.
- No noise or ecology surveys is included in this commission.

- **Preliminary Design**

- Identify Topographical Survey extents
- Produce Topographical Survey Specification and Request Drawings
- Topographical Survey Procurement. Cost of topographical survey is excluded at this stage. The extents will be determined and procured at the start of the design process.
- Receive Topographical Survey
- Request Highway Boundary
- Produce Scheme Location Plan
- Previous traffic survey conducted 19/07/2018 which is deemed sufficient for this stage of study. If upon review during design delivery, additional data is required, the Client will be notified.
- Review of topographical and traffic flow surveys
- Analyse Data and Identify Proposed Solutions (3 options)
- Discuss initial design options with the Parish Council and the key stakeholders
- Produce Draft Design Drawings (3 options)
- Produce Swept Path Analysis (3 options)
- Technical Review
- Address comments from Technical Review
- Present design drawings to the key stakeholders
- Present design drawings to the Parish Council

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- Incorporate comments from the key stakeholders and the Parish Council and send drawings for Road Safety Audit Stage 1 (RSA 1)
- Incorporate comments from RSA 1 and submit final design drawings to the Parish Council.
- Produce Designer's Risk Assessment

**Assumptions:**

- It is anticipated ESH may be required to use third-party data for these works. It is assumed any third-party data supplied by the Client will be quality checked and approved as fit for purpose prior to issue. Should any required data not be available in the format required, or be found to contain inaccuracies or superseded information, additional costs and task durations may apply. Additional work incurred due to the supply of inaccurate data shall be undertaken as a CE.
- No geotechnical, asbestos or environmental surveys are required at this stage, if they are then a CE will be submitted.
- No traffic modelling and traffic signals design is required at this stage.
- Specifications of further surveys are not included in the fee proposal.
- Supervision of surveys or arranging Traffic Management if required are not included in the fee proposal.
- Only General Arrangement and scheme location drawings are planned for this stage; any additional drawings required for submission would be covered under a CE.
- Pavement and Drainage investigations and design to be carried out at Detailed Design stage but if involvement is required at this stage, it will be covered under a CE.
- Lighting assessment and design to be carried out at Detailed Design stage but if involvement is required at this stage, it will be covered under a CE.
- Signage strategy/design will be undertaken at Detailed Design stage but if involvement is required at this stage, it will be covered under a CE.
- 3D vertical alignment design to be carried out at Detailed Design Stage but if involvement is required at this stage, it will be covered under a CE.
- TRO and all related documents are not included in fee proposal.
- Technical Report will not be produced, unless otherwise instructed which will be covered under a CE.
- No structural survey/assessment of heritage monuments or walls are to be undertaken.
- No impact analysis will be undertaken.
- TM requirements & TM plans have not been included within this proposal.
- No landownership exercise is required. Highways Boundary to be requested and checked against the proposed design.
- Assumes that an accident analysis inclusive of review is not required.
- Assumed that urban realm design is not required.
- Assumed that preparation of Equality Impact Assessment (EQIA) is not required.

**SHE/CDM**

- Designer's Risk Assessment (DRA)

**Assumptions:**

- CDM Client Notification will not be required. ESH appointed Principal Designer on the above project.

**Road Safety Audit**

- Produce Road Safety Audit Stage 1(RSA1) brief
- Liaison with Road Safety Team
- Undertake RSA1 (Jacobs - independent from design team)
- Road Safety Audit Stage 1 - Designer's Response
- One iteration of drawing amendments following RSA 1

**Assumptions:**

- RSA to be undertaken by ESH.
- An allowance has been included for only minor changes to the design drawings following Stage 2 Road Safety Audit with the assumption that there will be no amendments to the vertical or horizontal alignment.

**Commercial**

- Produce Bill of Quantities in support of Budget Cost Estimate
- Time for technical queries during pricing
- Prepare budget construction estimate
  
- Assumptions:
- It is assumed that an unpriced bill of quantities will be produced for ESH to undertake budget cost estimate

**Risks**

The project risks will be captured in the project risk register which will be circulated to ESCC. The key risks are:

- COVID-19 pandemic and associated severe restrictions on working arrangements impacting on and delaying the timing of site visits, surveys and input design data.
- Delay to scheme programme due to requirement to modify the design from the outcome of the key stakeholder engagement.
- Delays in procurement, mobilisation, arranging traffic management, permits and undertaking the third party surveys leading to programme delays.
- Significant and sustained objections from statutory bodies/stakeholders.

**Summary of Outputs**

The design package to be prepared and developed will contain the following main deliverables (not limited to):

- Contract drawings at 1:500 scale:
  - Scheme Location Plan.
  - General Arrangement.
  - Swept Path Analysis.
- Designer's Risk Assessment.
- C2 Return Information.
- Risk Register.
- Project Management Plan (PMP).
- Bill of Quantities and Budget Cost Estimate for Construction.
- Letter for Stakeholder Engagement.
- Environmental Appraisal spreadsheet.
- Road Safety Audit Stage 1 and Designer's Response and update design if required.

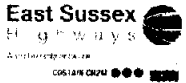
**Programme and Cost**

The activities detailed within this Task Proposal will be carried out under the following NEC Option:

Option A	Option C	Option E
X		

**Programme:**

It is anticipated that the task will be commenced within 1 week of receiving instruction. Please refer to **Appendix B** for the proposed programme for this commission. The completion date of this commission is programmed for 4<sup>th</sup> June 2021 which is the submission of design drawings to the Parish Council for the Parish Council to undertake a Public Consultation.

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Cost:

Estimated time and expense inputs are detailed in the resource plan contained within **Appendix C**. Estimated cost to complete this commission has been calculated at [REDACTED] **inclusive of the RSA Stage 1 but exclusive of topographical survey costs.**

It is considered that these activities shall be charged under the **specialist** schedule of rates.

Use of External Staff:

This commission will be carried out by staff outside of the Ringmer Office. Details of these activities are contained within **Appendix B**.



<b>Prepared By (Project Manager)</b>	Raj Padam / Tarik Qirem
<b>Signed</b>	<i>Raj Padam / Tarik Qirem</i>
<b>Date</b>	03/11/2020
<b>Reviewed By</b>	James Vaks
<b>Signed</b>	<i>James Vaks</i>
<b>Date</b>	03/11/2020

FORM OWNER	DESIGN MANAGER
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## APPENDIX A – Stakeholder Schedule



The following key stakeholders will be consulted with on this commission. This may change dependent on what is determined in the stakeholder engagement plan.

Consultees	Design Process	Public consultation
District/Borough Conservation Officer	X	X
Landscape Group		
County Ecologist		X
County Archaeologist		X
County Arboriculturist		X
County Passenger Transport Group	X	X
ESCC Road Safety Team	X	X
Transport Development Control		X
ESCC Parking Team		
ESCC Planning		
South Downs National Park		
District Councils	X	X
Borough Councils	X	X
Town councils		
Parish Councils	X	X
Fire	X	X
Police	X	X
Ambulance	X	X
Statutory undertakers	X	X
Disability Groups		X
Cycle groups		X
District Access Group		X
Bus companies	X	X
Freight Transport Association		
Road Haulage Association		
County Councilors		X
District Councilors		X
Highways England		
Environment Agency		
Schools		
Local businesses/shops		X
Residents groups/associations		X
Residents		X

SD6.F.	TASK PROPOSAL	<b>East Sussex</b> Highways  <small>A local authority network</small> <small>CONTRACTOR</small> 
JUN 19		
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## APPENDIX B – Baseline Programme

FORM OWNER	DESIGN MANAGER
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SD6.F.	TASK PROPOSAL	<b>East Sussex</b> Highways  <small>A subsidiary of</small> <small>COSSAGE GROUP</small> 
JUN 19		
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**APPENDIX C – Resource Plan**

FORM OWNER	DESIGN MANAGER
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ITEM 10

**Quotation for**

**Icklesham Parish Council**

**Private and Confidential**

**Microshade**  
VSM

Local Council Community Cloud

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# 1 Support Services

## 1.1 Overview of Hosted Computing

A hosted solution is the provision of core IT services located in a secure, purpose built data centre, enabling any size of business to benefit from enterprise-class infrastructure provided with agreed monthly costs.

Advances in technology over recent years have opened up the possibility for an organisation's core computing infrastructure to be hosted off-site in a remote data centre which can be accessed from any location with an Internet connection.

Microshade VSM's solution allows small to medium businesses to take advantage of the economies of scale previously only available to much larger organisations.

Changes in the licencing models of principal software providers has enabled the concept of "pay as you go" computing, now commonly referred to as "cloud computing". These changes have brought potential benefits to small and medium organisations.

- Controlled monthly costs based on services provided
- Ability to add/remove users and applications as required
- Reduced IT costs

## 1.2 Microshade Hosted Applications

Microshade proposes to migrate the Council's RBS application and data on to our servers. On completion users will utilise Internet connectivity to access the system.

Secure access will be achieved via traditional user name and password logon to a Citrix hosted environment.

With the migration to the hosted environment, users can access hosted applications from any location with an Internet connection, from a variety of devices, allowing users at sub offices or remote sites to work and collaborate efficiently.

A monthly fee will be payable to Microshade for the provision of the hosted environment and all Microsoft and Citrix licencing. The monthly fee also includes server support based on the number of users accessing the system.

## 1.3 Licences

### Microsoft

Licenses for all hosted Microsoft products will be provided as part of your hosting contract under Microsoft's Service Provider License Agreement. Using the SPLA licencing removes all up front capital expenditure on licencing and provides increased flexibility for changes to numbers of users. Maintenance for hosted Microsoft products is included.

You may need additional Microsoft licenses for:

- any Microsoft operating system installed on your local computer
- any other Microsoft programs installed on your local computer hard disk. If Microsoft programs are not installed on your local computer, you do not need any additional licenses to run hosted Microsoft programs.

Rialtas Business Solutions Ltd

**You will require a valid software agreement and maintenance/support contract from the RBS to cover each user.**

## 1.4 Compatibility

### 1.4.1 Supported Operating Systems

**Citrix have tested CitrixReceiver on:**

**Windows 10**

**Windows 8.1, 32-bit and 64-bit editions (including Embedded Edition)**

**Windows 8, 32-bit and 64-bit editions (including Embedded Edition)**

**Windows Thin PC**

**Windows Server 2012 R2, Standard and Datacenter Editions**

**Windows Server 2012, Standard and Datacenter Editions**

**Windows Server 2008 R2, 64-bit edition**

**Operating systems that are end of Microsoft support life cannot be supported,**

**including: Windows XP and Server 2003 since April 2014**

**Windows Vista and Server 2008 as of April 2017**

**Windows 7 January 2020**

Other platforms are supported including Apple Mac, Apple iOS (iPad/iPhone), Android and others. Available functionality may vary according to the local device.

### 1.4.2 Unsupported programmes and equipment

Microshade does not support local IT equipment or locally installed software which are not hosted by Microshade. It is recommended that the customer audit local equipment and software, and make appropriate local support and backup arrangements.

## 2 Quotation

Please note that hosting Third Party Application Software is based on the assumption that customers will be using their own licences.

### 2.1 Installation and Migration to Hosted Solution Rialtas Only

Qty	Description	Unit Cost	Total Cost
1	<b>Migration to Hosted Solution and Testing</b> <ul style="list-style-type: none"><li>• Creation of virtual server environment</li><li>• Active Directory creation and configuration</li><li>• Installation and configuration of application software</li><li>• Migration of applications and data</li><li>• Working with third party software provider to migrate specialist applications</li><li>• Data backup configuration and testing</li><li>• Live migration to fully hosted solution</li><li>• Project Management and installation of client (PC) software</li><li>• Post installation support</li></ul>	50.00	50.00
<b>Total One off Costs</b>			<b>50.00</b>

### 2.2 Monthly Fees Per User

Qty	Description	Unit Cost	Total Cost
2	<b>Hosted Application Service</b> <ul style="list-style-type: none"><li>• Access to Applications and multi-tenanted servers via Citrix</li><li>• Telephone Support from 7am to 11pm 7 days a week</li><li>• Storage and managed backups</li></ul>	25.00	50.00
2	Rialtas Suite	2.00	4.00
<b>Total Monthly Fees</b>			<b>54.00</b>

### 2.3 Terms and Conditions

- Quotation valid for 30 days.
- Prices are subject to VAT at the standard rate.
- Agreement is for a period of three years.
- Third party application licenses and maintenance must be maintained.
- We reserve the right to increase our prices in line with the Retail Price Index

ITEM 10

**icklechampc@hotmail.co.uk**

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**From:** Sales <sales@rialtas.co.uk>  
**Sent:** 25 November 2020 08:10  
**To:** icklechampc@hotmail.co.uk  
**Subject:** Rialtas Licence

Dear Claire

Following on from our telephone conversation, just to confirm the points raised.

1. Licence fee for Alpha £124 (single User) to £172 upto 5 Users per annum plus VAT. Allotments £124 (single user) to £174 upto 5 users plus VAT per Annum
2. MicroshadeVSM contact [Janice@microshadeVSM.com](mailto:Janice@microshadeVSM.com) offer hosting of our solutions. As discussed so do CoudyIT contact [neal@cloudyit.co.uk](mailto:neal@cloudyit.co.uk)

We offer training on all of our solutions and there are various options available. The group sessions are listed on our website [www.rialtas.co.uk](http://www.rialtas.co.uk) or we can tailor a course specific to a council, if you are interested in any of these courses please email us.

Kind regards Caroline

**Caroline Buckland**

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