

**FARNBOROUGH LEISURE CENTRE
CONSDERATION OF OPTIONS FOR MAIN LIFT IN FOYER**

1 INTRODUCTION

- 1.1 The purpose of this report is to request that the cabinet approve a variation in the capital programme to permit urgent works to the main lift at Farnborough Leisure Centre involving repair / refurbishment of the existing lift at Farnborough Leisure Centre [or alternatively renewal of the lift], following the commissioning of a lift Consultants report .

2 BACKGROUND

- 2.1 The existing lift in the main entrance foyer at Farnborough Leisure Centre is around 30 years old and has become increasingly unreliable and with spare parts difficult to obtain resulting in extended periods when the lift is out of service.
- 2.2 The lift is currently out of service and has been so for a number of weeks. The lift maintenance company employed by the leisure centre operator has now stated that repair of the lift is uneconomic and has informed the centre operator that even if repaired, the reliability and safety of the lift cannot be guaranteed. The lift maintenance company has reportedly now refused to carry out any work on the lift to bring it back into service.
- 2.3 The lift provides access to the upper levels of the building for disabled swimmers, users of the gym and parents with pushchairs. There is a second lift in the building but it is some distance from the main entrance, and the unserviceable lift is the sole means of access to the gymnasium for wheelchair users and those with impaired mobility.
- 2.4 The contractual arrangement with the operator of the leisure centre is that the operator is responsible for providing a “comprehensive lift maintenance service including all replacement parts”. The operator is also responsible for repairing plant and equipment but where the cost exceeds £1000 the operator is only liable for the first £1000 provided the repair is not due to any failure by the operator to carry out its responsibilities. The specification assumes that the Contractor will pay and the Council will reimburse the costs in excess of £1000 (arguably index linked). The Council is responsible for repair and maintenance of structural elements (as defined, but this only includes the lift shaft and pit). Lift replacement is not covered by the contract but in view of the approach to repairs and given the operator only occupies as

a licensee it would be difficult to argue the operator is liable for the cost of replacement, other than for a minimal contribution.

- 2.5 The operator may argue the Council is effectively closing the gym to a class of individuals. Were such an argument to be made then under the contract the Council is liable to reimburse loss of income if the Council requires closure of all or part of the leisure centre. For longer periods, the extent of this loss is subject to negotiation but as a guide, the contract states that for closures of less than a week the loss is the average weekly income less expenditure saved for that area. In addition to the management fee paid to the operator there is a profit share mechanism. Irrespective of whether the operator makes a claim for loss of income there may be an impact on the profit share.

3 LIFT CONSULTANT'S REPORT

- 3.1 The independent lift consultant has reported as follows :-

i) **Option 1) Repair and upgrade of existing lift.**

Notwithstanding the comment by the lift maintenance company, that the repair of the existing lift is uneconomic, the consultant considers that repair and up-grade of the existing lift is viable. The life of the existing lift could be extended by an estimated 5 - 10 years. The existing lift has a travel speed of 0.4 m/s.

ii) **Option 2) Complete replacement of the existing lift within the existing lift shaft.**

The replacement lift would be a specialist installation for disabled users and have slower speed at 0.15 m/s, which may prove inconvenient to users. If the lift were to be used for general public access, its life expectancy would be reduced and maintenance costs increased. It should be noted that current standards do not allow a lift with a greater travel speed, intended for general use, to be installed in the existing lift shaft.

iii) **Option 3) To install a general purpose lift that would comply with current and future anticipated standards, including modification to the lift pit and shaft, and construction of a motor room on the roof.**

This option would be significantly more expensive than options i) and ii) above, with a longer lead time and extended construction time and involve design and increased project management costs/supervision. This option is provisionally estimated at £80-100K, subject to review by the lift consultant. The commissioning and installation of this option would also take far longer.

Life Expectancy of the lift

- 3.2 The life expectancy of the lift could reasonably be expected to be well in excess of 5 years for option 1) or 3), but for option 2) it would be dependent on usage. An extended warranty could be negotiated as part of the purchase but there would be an additional cost associated with this.

3.3 Whichever option is chosen, the works would be covered by a 12 month warranty period.

4 FINANCIAL IMPLICATIONS

4.1 The options need to be considered not only having regard to cost, but also the associated time frame for getting a serviceable lift operating, noting the lift has been unreliable and effectively unavailable for use for several months. The longer the situation continues the more likely there is to be a claim for loss of income under the contract.

4.2 The financial requirement for options (1) and (2) is similar at £54k. This includes an allowance for risk, contingency, and professional fees for the consultant if required.

4.3 The capital bid required to cover option 3) is £100k including a design risk contingency and professional fees.

5 RECOMMENDATION

5.1 That Cabinet authorise a variation of the capital programme of £54k to enable option 1 above (repair and upgrade of the existing lift) to be procured.

**ANN GREAVES
SOLICITOR TO THE COUNCIL**