

**APPENDIX 4:  
PROJECT BRIEF FOR LYME REGIS TOWN COUNCIL FROM WDDC DESIGN &  
CONSERVATION OFFICER, KIM WINTER, NOVEMBER 2005**

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**MARINE PARADE, LYME REGIS**

**DRAFT PROJECT BRIEF (issued for comment)**

(To be finalized before appointment of architect, following further public consultation and consideration of initial design options).

**Aims and Objectives**

To contribute to the redevelopment of the sea frontage at Lyme Regis. The five key objectives being:

- Keeping the sea front special - by retaining its identity and vitality as a place of activity, with a mix of uses and routes in and out, a place of enjoyment where people can wander around in safety and stop and enjoy a variety of experiences.  
Elements that contribute to this special character include the working harbour and the views across the Jurassic Coastline. The distinctive small scale cottages and terraces and public spaces are important with many relating to the Cobb, the harbour boundary, Lister and Langmoor Gardens and the town beach.
- Providing a warm welcome to visitors through an improved information point, facilities for them to shelter in and take refreshment throughout the year.
- Linking the land, sea and countryside (Lyme Regis' assets) through improved pedestrian links (physically and visually) and the enjoyment of green spaces.
- Distinguishing between public and private areas of the new Marine Parade building to ensure surveillance of public spaces through appropriate design, so that people can bathe safely and explore Lyme Regis.
- Ensuring that the single aspect replacement building fronting Marine Parade incorporates elements of the original building, including the town clock and the terracotta detailing to the band stand, retaining the best components which contribute positively to the character of the conservation area.

**Scope of project**

This project covers the development, including public consultation and implementation of detailed proposals for a programme of works for environmental enhancement and improvement of facilities for local residents, organizations and visitors of Lyme Regis which in summary cover the following:

- Provision of a new landmark building on Marine Parade comprising:
  - A new Coastguard office at first floor level in the event that the beach receives Blue Flag status.
  - Improved information point, the creation of an attractive and convenient central focus for visitors from both ends of the town and from the gardens via the new access ramp.
  - Bandstand
  - Commercial outlet possibly a cafe facility with kitchen and store
  - Covered seating and deckchair store
  - Potential public realm enhancement should Dorset County Council consider extending the ongoing hard landscaping improvements.

**Quality required of the Project**

Maintenance of the unique character of Lyme Regis in keeping with the high quality of the historic environment as recognized by its Conservation Area status, while providing a landmark building with a beach frontage, substantially improving the present appearance of the area.

The project will be expected to:

- Maintain the varied character and vitality of the immediate area; the promenade or sea front walk - it is this variety of uses that makes Marine Parade special.
- Improve the legibility and permeability of existing and potential pedestrian routes emanating from the gardens, town and harbour to the surrounding areas.

- Complement the distinctive and separate characters of the town beach, Marine Parade and Cobb hamlet areas and the enjoyment of the public gardens by visitors and residents alike, enhancing the modest mix of uses on Marine Parade.
- Maintain the current linear open spaces of Marine Parade which have considerable historical value. They uphold the separation between the town and The Cobb and act as view points both leeward and seaward.
- Be fully accessible for all users including those with disabilities.

### **Location of project**

Marine Shelter, Marine Parade, Lyme Regis

### **Project function**

Following appointment of the selected architect by the Lyme Regis Town Council, the project will be progressed in the following stages:

- Development of detailed design, costing and programme. Public consultation on and refinement of the above.
- Securing of applications for conservation area consent (for demolition) and planning permission for the replacement structure.
- Application to the Heritage Lottery Fund for grant aid.
- Implementation of work programme.

### **Relevant standards and constraints**

Lyme Regis is sited within the World Heritage Site of the Dorset and East Devon Coast.

The project area does not include any listed buildings but is within the Lyme Regis Conservation Area.

The land lies within the area currently undergoing land stabilization and has until recently been under threat of structural movement.

The flat roof which supports the open air viewing platform from Lister Gardens is suffering from concrete cancer and is to be replaced.

### **Liaison**

Lyme Regis Town Council

West Dorset District Council

Environmental and Policy Division

Development Control Division

Building Control Division

Engineering Division

Property Services Division

Legal Services Division

West Dorset Services

English Heritage

Environment Agency

### **Timescale**

The project programme indicates the appointment of an architect, or architect led consortium or partnership, in 2006. Demolition and construction work is unlikely to commence until funding is secured from a range of sources.

The completion date is as yet unspecified.

### **Budget**

The project is to be funded by Lyme Regis Town Council, the Maritime and Coastguard Agency and the Heritage Lottery Fund.

The overall budget for the project including all fees and disbursements is likely to be in the region of £500,000.

## **Architect's Brief**

The preferred partner will be appointed as Lead Consultant under the RIBA Standard Form of Agreement (executed as a deed) for the Appointment of an Architect. The Lead Consultant will form a team, of other consultants where applicable, capable of carrying out the varied aspects of the architectural work, particularly structural engineering and quantity surveying, including all necessary disciplines required to complete the project.

The fees paid to the Lead Consultant, in work stages, will include fees payable to all such consultants and specialists and the fee proposal submitted will include for all such costs.

The Lead Consultant will carry out the basic services listed under C to L included in RIBA Schedule Two, and all Lead Consultant and Contract Administrator Services.

## **The Contract**

The current RIBA Standard Form of Agreement will be used as a Contract to formalize the appointment.

The clauses in the appendix to the conditions, in the Articles of Agreement, will be completed as follows:

### Clause 1.3

The law applicable to this contract shall be the law of England and Wales.

### Clauses 7.2 and 7.4

Time limit for action or proceedings and insurance cover: 12 Years.

### Clauses 7.3.1 and 7.4

Limit of Liability of Professional Indemnity Insurance cover: £5 million.

### Clause 9.4

The Adjudicator shall be the President of the Royal Institute of British Architects.

The Town Council will require an additional clause to be added to the RIBA Standard Form of Agreement namely:

## **CANCELLATION OF CONTRACTS**

The Employer shall be entitled to cancel the contract and to recover from the Architect the amount of any loss resulting from such cancellation in any of the following circumstances:

- 1) If the Architect shall have offered or given or agreed to give any person any gift or consideration of any kind.
  - a) as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Client, or
  - b) for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Client.
- 2) If the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Architect).
- 3) If in relation to any contract with the Client the Architect or any other person employed by him or acting on his behalf shall have committed any criminal offence under the Prevention of Corruption Acts 1189 to 1916, or any amendment or re-enactment of them or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.