

Exeter City Centre Leisure Centre
Risk Register

REDACTED 07/12/18
■■■■ = Redaction

Updated	28/11/17
Version	18.00

CONFIDENTIAL

P - Political
Ec - Economic
S - Social
T - Technological
L - Legal
En - Environmental

Risk ID	Risk Category	Risk Description	Risk Cause	Risk Impact	Likelihood	Impact	Score	Risk Treatment	Mitigation Action(s) Description(s)	Initials
1	P	Change in government funding streams	A return to recession. Or a change in central government. Or just a change in austerity policy.	Alternative funding streams required which may not be as favourable resulting in delay and increased cost.	1	5	5	Mitigate	Council Executive approval in place to cover the currently budgeted development costs. Returning to Council early 2018 with an updated Business Case.	Exeter City Council
2	P	New pool doesn't meet the requirements of politicians / council	Internal ECC briefing process doesn't adequately capture the councils requirements. Or the council don't agree on the requirements until it is too late.	Appetite for scheme diminishes, revisions required with subsequent time and cost impacts, ultimately the project suffers if not stops.	2	5	10	Mitigate	Client design review meetings being used to consult with key stakeholders. Reducing risks of not getting the approval.	Exeter City Council
3	L	Stage Coach challenge notice and win in court therefore delaying / stopping scheme	ECC not legally able to remove Stage Coach from site.	Causes programme delay whilst agreements are made.	0	0	0	Mitigate	Negotiations with stagecoach are well advanced. Legal preparation for section 25 notice is currently with the lawyers. Relocation agreement to Matford should further reduce risk of a challenge. ORIGINAL LEASE HAS BEEN TERMINATED. RISK CLOSED	
4	T	Trying to please too many end users leads to poor facility	Lack of clear end user / nominated client lead that would sensibly review the multiple pressures	Too many inputs to the design would produce a potentially cramped, poorly designed facility which may be under-used once opened.	0	0	0	Mitigate	End user group Stakeholder consultation completed, with the Client Brief confirmed. Stakeholders such as Bisnet and CEDA continue to be consulted. DESIGN COMPLETE. RISK CLOSED	
5	T	Internal environment isn't conducive to the public spending more time in the facility therefore spending more money. Too many chemicals, not nice changing areas etc.	Too much emphasis on functionality of space but not comfort / ease of use / enjoyment of facility.	Reduced revenue received by ECC	2	5	10	Mitigate	Need to place the customer experience at the centre of the facilities design. Always consider the impact of any services / chemicals etc on the public's enjoyment of the facility. Filtration type now concluded.	AFLS&P
6	L	Failure to design out Health & safety operational risks - Poor design for safe roof access etc, safe entry into filters etc.	Poor understanding of the maintenance requirements by the designers	Facility incredibly difficult to manage - increases operator fee for management. Higher ECC costs.	2	4	8	Mitigate	Leisure centre FM consultant appointed by client and to have input on safety. M&E specialist designers appointed through Arup. These should understand ventilation, acoustics, thermal comfort, site and access. Including safe access/egress, site traffic, cleaning and roof access. AFLS+P formally appointed as Principal Designer.	Exeter City Council
7	P	Change in political landscape	Local Election results or alterations to key Cllr positions	A new political landscape may not look so favourably on the scheme which could lead to the project stopping (temp or perm).	1	4	4	Accept	Need to ensure that the benefits of the scheme are adequately captured so that any new political team can 'buy in' to the scheme readily.	Exeter City Council
9	T	Timely Procurement of operator and sufficiently early engagement of operator to influence design / operational matters doesn't take place	Lack of resource or drive within ECC to get operator on board	Potentially additional cost and programme in altering facility once constructed to suit appointed operator requirements	2	4	8	Mitigate	Employ internal & external resource to commence & conclude procurement of operator as soon as possible within Procurement Rules timescales. This is handled internally by ECC.	Exeter City Council
10	L	Connecting structures / properties create issues around ownership, responsibility, rights to light, access etc.	Others developers want 'shop frontage' on the boundary walls of our facility. Or the ownership of the site / rights of access aren't straight forward.	Could cause delay due to the conclusion of legal requirements in connection with such, or re-design if large alterations to leisure centre design required.	3	5	15	Mitigate	If adjacencies are required / agreed, establish the extent of such adjacencies, access rights etc early in scheme to minimise impact on design.	Exeter City Council
11	L	Stage Coach - Timing of notices. Impacts on programme.	Time taken by ECC to issue notices is lengthy and delays critical path of the project	Programme delay & Cost increase.	0	0	0	Mitigate	ECC to set deadline for issue of Stagecoach notices. Push appropriate internal ECC approvals to enable dates to be achieved. Break notice to be served. Section 25 to be served at the appropriate time. Instructions have been issued to the lawyers. This item is on target. NOTICES SERVED AND LEASE TERMINATED. RISK CLOSED	
12	T	Utilities - Where are they, are they capable of dealing with site, will they delay scheme etc	Lack of capacity within existing utilities system. Delay of district heating project.	Potentially delay opening of facility therefore lost revenue.	2	4	8	Mitigate	A detailed utilities plan is in place. Utility applications have been made. Confirmation received that water and foul drainage network has sufficient capacity to provide the required new connections. Electricity will be via the new substation. Gas connection confirmed as OK.	Arup

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13	P	Managing expectation of product quality	Client and/or key stakeholders see reference projects that are not representative of project budget	Finished product not in line with expectations	4	4	16	Mitigate	Report produced recording visits and confirming what is designed. Sample Boards have been presented at Steering Group during the design development stages. Presentation of samples will need to continue where appropriate in the building Contract period.	AFLS&P
16	E	Perceived construction disruption giving competitive disadvantage to city centre.	Noise, site traffic, road works, poor publicity etc	Reduced revenue for the city centre and poor publicity.	5	3	15	Mitigate	Ongoing dialogue with highways dept to understand their requirements, long term plans, other city centre developments, etc. WSP meeting DCC frequently to plan ahead and manage highways matters.	Exeter City Council
17	Ec	Scheme fails to compete in sector when open	Poor design or constrained budget fails to understand the public's needs.	Revenue low. Becomes a draw on council resources.	1	4	4	Mitigate	A leisure consultant and operator have been appointed within the Design Team to inform the design. Operator annual budget set appropriately for suitable maintenance, replacement and the like. Modelling in business case has delivered positive revenue projections.	Exeter City Council
18	L	Failure to comply with CDM and other H&S Regulations	Appointment of poor suppliers (design or construction), ensuring the adequacy of the suppliers ultimately rests with ECC.	Could lead to serious injury, death or re-design and delay.	1	5	5	Mitigate	AFLS+P appointed as Principal Designer. Randall Simmonds are appointed as CDM Advisor. Scheme in accordance with CDM 2015 arrangements.	Exeter City Council
19	T	Too much technology or the wrong technology requires the operator to expend large sums to replace / maintain equipment resulting in high operator costs.	Technology can be temperamental or difficult to maintain therefore it won't be maintained.	Higher operator costs will increase the cost to ECC eventually.	1	3	3	Mitigate	The systems designed are easy to operator, reducing risk of confusion. Also, consider the maintenance requirements and whole life costs of systems have been considered throughout the design process to avoid a financial burden in future years.	Arup
20	En	Risk of locating unknown ground obstructions across the site resulting in delay and additional cost	Contractor unearths unidentified buried structures on site during construction	Delay and additional cost as a result of buried structures	2	5	10	Mitigate	Suitable site investigation undertaken and issued.	AFLS&P
21	P	Operator is procured too late in the programme resulting in operational cost increase and defects	ECC too slow to decide how to operate facility and too slow to procure services of an operator to aid design decisions	Building layout / method of operation not as successful as it could be. Could cause re-design or additional cost in construction to adapt, impact on operations	3	4	12	Mitigate	ECC are procuring the services of an Operator. Operator involvement has been secured as part of the design team - with active operator input into design decisions. Also, soft market testing of design aspects has been undertaken with a variety of potential operators.	Exeter City Council
22	P	Council procedures jeopardise ability of project to succeed i.e. delay in approval at design decision stages.	Too much red tape/bureaucracy	Delays incurred which add cost.	4	4	16	Mitigate	Project Board and it's ECC members continue to consider any administrative / policy / political matters early so that they can be programmed into the scheme if they do need to be undertaken. Meetings continue to be aligned with council approval meetings.	Exeter City Council
23	T	Operator doesn't understand the benefits of the environmental design therefore doesn't price accordingly.	Utilising Building solutions which are too complicated by trying to be 'Environmental' and energy efficient within a complex swimming pool / Leisure Centre environment.	Additional cost to the council as the long term savings of the energy efficient solution are not realised by the operator.	1	4	4	Mitigate	Have implemented a simple system for the building management & operation. Also, provide information around the cost savings achieved through use of certain technologies so that they can be built into the operators financial offer. Soft testing of operator market undertaken.	Arup
24	T	Future proofing of facility for changing leisure usage / experience trends not properly considered.	Too much focus on current day sports preferences, not considering that they can / will change in years to come	The use of the facility may reduce over the years increasing costs for ECC.	2	4	8	Mitigate	The designed facility allows flexibility of future fit-out aiterations & scope to meet changes in uses.	AFLS&P

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25	S	Relationships - If the suppliers / project team fall out with each other. Not good team working.	Different agendas of the various project team members could lead to fall outs. Resource pressures or the fact that people could be asked to undertake tasks that 'aren't part of their job description'.	Lack of a cohesive team working together could lead to programme delays or needless additional costs.	3	4	12	Mitigate	Regular team meetings to promote a common goal and allow opportunity for any team issues to be addressed. ECC resource forecasting is being undertaken to ensure that the team is well informed / balanced and any training provided or skills gaps filled. Team building activities have been and will continue to be used.	Exeter City Council
26	Ec	Lack of understanding of maintenance requirements and funding available regarding future costs of running the facility. This then jeopardises future of building.	Not enough funds put aside / accounted for to maintain the facility.	Leisure Centre falls into a poor state of repair therefore putting off potential customers from using facility.	3	4	12	Mitigate	Early dialogue with operator to ensure understanding of maintenance costs and the importance of undertaking regular maintenance, ensure such is clearly included within the Operator cost proposal and contract. The leisure operator contract will most likely be determined through a competitive dialogue. ECC to push for a full maintaining lease, supplemented by a robust and proactive system for contract monitoring. Details about snagging arrangements need to be defined at some stage and reflected in the operators contract. Recent discussions on supplying/seconding an engineer need to be developed.	Exeter City Council
27	T	CE development creates issues for the management of the leisure building (at initial opening and throughout the life of the building)	Crown Estates don't take into account the requirements of the leisure centre.	Operator becomes disgruntled with the inconvenience created by the future development and decides not to continue with operation of facility, or charges ECC more.	0	0	0	Mitigate	CROWN ESTATES WITHDRAWAL. RISK CLOSED	
28	T	Glare caused by surrounding buildings or by the building	Reflective surfaces of building fabric or surrounding buildings causing glare within the facility.	Could increase cost in rectifying glare, could reduce pool usage if glare on surface of water.	4	3	12	Mitigate	Glare assessment undertaken.	AFLS&P
29	P	Risk of Client brief being misinterpreted between the delivery team.	Lack of investment by ECC at the early stage to understand and set the correct project brief.	Additional cost in re-design or adaption of building during construction	2	4	8	Mitigate	AFLS&P have been issued a clear written brief from the Client/PM, with such formally confirmed at each Project Control Point / gateway. The Brief and design has been agreed at each gateway.	AFLS&P
30	P	What if CEC don't progress and do not complete their development in line with ECC decision timescales?	CE/DCC/ECC decide not to progress with the wider development	Failure to deliver an integrated development. Impact of E block design/development.	0	0	0	Accept	Client decides in principle that the schemes can be integrated. Push for resolution of development agreement. PM and team has been appointed on the bus station project. CROWN ESTATES WITHDRAWAL. RISK CLOSED	
31	T	Climate Change - Increased cost to future proof building	Modelling finds that solar gain or outside temperatures will increase therefore increasing requirement for cooling.	Increased cost of scheme and programme for re-design of certain elements	4	3	12	Accept	The most up to date climate change information used in the design of the building. Exeter University are appointed to provide climate change consultancy and have been involved in the design process.	Exeter City Council
32	L	Highways requirements - difficult to ascertain and causes delay with issues	Communication and engagement with Highways dept. Road upgrades may be required.	Programme & cost impacts	5	3	15	Mitigate	Ongoing dialogue with highways department to understand their requirements, long term plans etc.	AFLS&P
33	Ec	Inclement weather results in delay and additional cost to the project.	Poor weather	Programme delay and potentially increased cost if proven to be exceptionally inclement	4	3	12	Accept	Clear risk allocation in contractor contract and very clear requirements on demonstration of exceptionally inclement weather.	Randall Simmonds
34	Ec	Dependencies of the project on other projects linked to the scheme (Operator procurement etc) impact on the schemes ability to succeed.	Multiple inextricably linked projects / work streams outside of the project's control but have an impact on its delivery	Could cause an increase in costs or lead to delay for the Build Project.	3	4	12	Mitigate	Programme Board has been set up to deal with the different project work streams. It is therefore the Board's responsibility to ensure timely delivery of those work streams to suit the project. A full network of programme dependencies has been developed.	Exeter City Council

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48	T	Too much emphasis on building fabric not the finish.	Lack of focus on what the end user actually interacts with.	Complaints received from End Users on poor finish (slippery tiles, flimsy lockers etc)	2	4	8	Mitigate	Ensure all materials are heavily scrutinised by design team / technical advisors team to ensure quality. Use of clerks of works to ensure quality kept to a high standard. Use of material approval schedule to be considered. Also construction of test rooms / areas so the team can agree on finishes.	Exeter City Council
49	En	Archaeological findings lead to delays	Roman findings etc	Lengthy delay whilst the findings are carefully removed or potentially stopping of scheme at current site due to size of findings (Roman villa etc)	2	4	8	Accept	Review of existing investigations has determined that no remains of major significance have been identified on this site and that archaeological issues should not be a major consideration. LPA require scheme of architectural work to be submitted to discharge planning condition.	AFLS&P
50	T	Failure to complete designs sufficiently in time	Under-resourced design team, or undue pressure on design delivery programme.	Incomplete designs would restrict the ability to successfully tender the scheme. Or if scheme tendered then it may delay construction programme &/or result in a high number of provisional sums with cost uncertainty and potential increase in final cost	2	4	8	Mitigate	Detailed design programme required from all Design team with regular monitoring. Need ECC to avoid scope creep following agreement of the brief to reduce undue pressure on Design Team. Work stage submissions and approvals continue to be achieved.	AFLS&P
51	L	Changes to law over Trust models. Impacts on business case.	External changes to the legal system.	May reduce the attractiveness of the offering therefore increasing costs for ECC to Operator to manage facility.	2	4	8	Accept	Regularly review the horizon for changes to the legal system and plan mitigation plan if change afoot.	Exeter City Council
52	P	Establishing who can sign-off design and approve changes	Client does not achieve timely sign off at key work stages	Delay to design and/or construction programme	2	4	8	Transfer	Project Manager has established formal sign-off protocols	Randall Simmonds
53	T	Managing design/information change during tender period	Design change requests are not allocated sufficient time to implement	Delay to design and/or construction programme as result of redesign	2	4	8	Mitigate	Ensure design is sufficiently developed to proceed to tender and establish clear cut off dates. Confirm information and level of detail with PM and QS.	AFLS&P
54	T	Attenuation of foul and surface drainage required. Possible requirement for SUDS car park drainage	Significant infrastructure requirements for drainage	Additional cost of attenuation tanks, etc. (Note - no car parking as part of scheme design)	0	0	0	Mitigate	Drainage design has been undertaken with regard to existing capacity with inclusion of attenuation as required. ITEM CONCLUDED. CLOSE RISK.	
55	Ec	Contractor labour shortages - Less skilled labour used therefore increase in defects - Increased cost	Large developments absorb the more highly skilled labour leaving our scheme with less expertise.	Increased level of defective work requiring remedial action.	4	3	12	Mitigate	Ensuring thorough specifications are produced by the design team and regular monitoring of the construction undertaken to check up on work produced. Also, utilise the contractor procurement process to understand supply chain availability, etc. Learn from previous tender exercise to inform procurement process in 2018.	Randall Simmonds
56	Ec	Changes in key personnel, as part of the project team, negatively impacts upon scheme.	Staff movement	Knowledge of scheme lost, relationships with other stakeholders lost, leadership qualities lost. All could delay scheme	3	3	9	Mitigate	Ensure as far as possible that team members are kept happy on the project. Ensure key learnings / understanding of scheme is regularly shared between team members to reduce potential for loss of info - never have a single owner / custodian of important information.	Exeter City Council
57	Ec	Incorporating CEC scheme / attempting to work with CEC leads to additional cost and delay.	Delay to CEC scheme thus impacting on the ability to deliver the Leisure Centre on time & budget	Cost and time impact.	0	0	0	Accept	CE development is moving in parallel to our own. Princesshay Leisure Board (PLB) and the interface team are addressing the issues raised. They are having scheduled meetings monthly. Interface Schedule being used. CE WITHDRAWAL. RISK CLOSED	

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58	Ec	Insufficient time for pre-opening / testing / commissioning.	Realisation of other risks pressurises programme. Contractor doesn't allow sufficient time in construction programme.	delay to opening of scheme or facility opens before it's truly ready / tested leading to errors / failings.	3	3	9	Transfer	Thoroughly scrutinising the contractors commissioning / testing programme regularly. Opening can be delayed. Important to get right first time.	Randall Simmonds
59	Ec	Third party funding conditions need to be taken into account.	Not in scheme currently but opportunity to enhance / expand the offer is too compelling	Impact upon resource and programme in having to meet the funders needs.	2	3	6	Mitigate	If third party funding requested, ensure that resource and programme requirements are understood.	Exeter City Council
60	Ec	Time to deal with issues properly	Stretched resources and a push to construct the facility ASAP reduces time for full and proper reviews	Errors emerge in scheme as it progresses. Costing time and money to rectify.	2	3	6	Mitigate	Sensible programming / scheduling has been undertaken to reduce risk of rushing.	Randall Simmonds
61	P	Conflicting agenda's in client team	A lack of team drive / ethos towards the project. Too many different angles to cover.	Lack of clarity around the brief, design discussions etc.	3	3	9	Mitigate	The Steering Group needs to be clear and strong in its convictions to ensure that all are working towards the same objectives.	Exeter City Council
62	Ec	Parking provision - Drop offs, disabled access, school groups, buses etc. Not adequately provided.	Lack of a coherent parking strategy led by ECC leads to parking disarray.	Reduced revenue from facility as customers go elsewhere.	4	4	16	Transfer	ECC to consider parking strategy for area around and including the leisure centre. Implement the strategy early to ensure parking provision adequate for opening of facility.	Exeter City Council
63	Ec	Pool construction issues lead to leakage / defects around pool etc.	Movement of the structure, defective construction.	Becomes an operational headache and ultimately costs ECC more to manage long term.	3	3	9	Mitigate	Learn lessons from other pool schemes in trying to avoid reaching a leakage situation, including quality control from main Contractor and adequate close out procedures. Alternative construction reviewed. Current design based on established water retaining concrete pool tank designed to British Standards.	AFLS&P
64	En	UXO's found on site	WW2 unexploded bombs found or strongly suspected on site.	Time delay and programme delay in dealing with issues.	1	4	4	Accept	UXO risk assesment undertaken which has been provided to Site Investigation contractor and will be provided to Main Contractor. Risk considered 'low'.	AFLS&P
65	L	Unsuitable legal contracts for Contractor. Contract Terms & Conditions not accepted by the contractor	Poor understanding of the risks that the contractor is happy to accept.	Delay to procurement process whilst the contract terms are re-negotiated or even re-tendered totally.	3	3	9	Mitigate	Ashfords undertake research around similar contracts in the south west and the success of their tender process, considering the current market appetite for risk allocation within contracts and will draft robust but fair contracts reflecting market position.	Ashfords
66	T	Plant / noisy equipment isn't designed in such a way to reduce negative impact on residential areas	Poorly considered noise of plant	Complaints from residents leads to increased cost in rectifying noise issues	1	3	3	Mitigate	Design external noise criteria to be agreed with ECC Planning Authority.	Arup
67	T	Slippage of main contractors programme	Delays to the contract	Time and cost overrun	3	3	9	Mitigate	Close monitoring of programme from the outset and ensuring suitable LAD's are included in the contract. Collectively identify any slippage and collaboratively propose ways of avoiding a delay / reducing the impacts of any potential delay	Randall Simmonds
68	S	Impact of contractors set up on neighbouring activities	Contractor does not establish good relationships with neighbours	Reputational damage to Project	3	3	9	Mitigate	Construction Phase Plan to be reviewed. Neighbours activities to be included in tender documents. Contractors encouraged to engage with neighbours. Considerate constructors scheme to be utilised.	Randall Simmonds
69	T	Restricted access and on site storage space during construction	Size of building footprint on the site area does not permit efficient access and storage on site	Additional time and cost as result of inefficient working	2	3	6	Mitigate	Undertake logistics study and request main contractor method statement as part of ITT process.	Randall Simmonds

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97	L	Construction phase H&S plan not in place in time	Delay in assembling and collating H&S information	Non-compliance with CDM regulations	1	3	3	Mitigate	Client has provided pre-construction information to Principal Designer. Client to ensure contractor provides the Construction Phase Plan 2 weeks before the start on site.	Exeter City Council
98	L	Discharge of pre-commencement Planning Conditions	Pre-commencement planning conditions not discharged	Delay to start on site	2	2	4	Mitigate	On-going liaison with ECC Planning Department. Design Team and Contractor to prepare Planning Tracker including conditions, dates, actions, etc.	Randall Simmonds
99	L	Discharge of pre-opening Planning Conditions	Pre-opening planning conditions not discharged	Delay to opening	2	2	4	Mitigate	On-going liaison with ECC Planning Department. Design Team and Contractor to prepare Planning Tracker including conditions, dates, actions, etc.	Randall Simmonds
101	Ec	Planning delays / refusal (reserved matters application)	The scheme doesn't fit well with the planners design ethos for that part of the city. Or, the planning team aren't sufficiently skilled / resourced to deal with the application.	Delay to the scheme due to potential re-design. Impacts cost and programme.	0	0	0	Mitigate	RESERVED MATTERS GRANTED. RISK CLOSED.	
102	Ec	Cash flow issues with funding	Funding timescales not well aligned with projects needs	Delays caused to project as re-alignment of outputs with cash flow is undertaken.	1	2	2	Mitigate	Regular project cash flow needs to be articulated to ECC Finance team to ensure every opportunity for alignment available.	Exeter City Council
103	L	Party wall act notices are not considered, implemented and completed in a timely manner	Slow approach taken by ECC property team / Building surveyors	Delay in agreeing Party Wall matters leads to alteration required to designs &/or delay to works on site.	1	2	2	Mitigate	Not considered to be an issue at this time.	Exeter City Council
105	P	Potential for delay and abortive design due to Crown Estates - Clashes between schemes.	Crown Estates do not agree with our design assumptions	Delay, abortive design costs or ultimately the creation of an inoperable scheme.	0	0	0	Mitigate	The schemes are running in parallel and a collaborative approach is being adopted. CROWN ESTATES WITHDRAWAL. RISK CLOSED	
106	L	Delay to Reserved Matters Planning Submission	Delay in the issue of decision notice for the outline application will not allow for reserved matters submission.	Planning decision delay will cause an interruption to the programme.	0	0	0	Accept	Risk remains with Council to expedite the issue if possible. Project team to be ready to respond when decision notice issued. RESERVED MATTERS GRANTED. RISK CLOSED.	
107	P	Potential for another 'third party' developer on the Bus Station development	Further communication and co-ordination risks on a congested site - also associated risk on delivery programme alignment	Delay, abortive design costs, abortive construction works.	1	4	4	Mitigate	Control with ECC to develop. Team aligned with leisure centre scheme allowing better integration.	Exeter City Council
108	En	External arrangements compromise the environmental factors brief within the completed Leisure Centre. (e.g. positioning of phone mast may impact upon health of creche environment)	External areas being outside of the remit of the project team leads to a lack of 'better design' for those areas.	The health of the completed Leisure Centre is compromised - reducing it's 'healthy building' status.	4	4	16	Mitigate	Project team to liaise with parties that have influence over the design of surrounding external areas.	Exeter City Council
109	T	External arrangements compromise the environmental factors brief within the completed Leisure Centre. (e.g. positioning of phone mast may impact upon health of creche environment)	A contractor is procured without the necessary expertise in and commitment to Passivhaus and Building Biology	Cost and time overruns, a poor quality deliverable, failure to achieve Passivhaus certification	3	5	15	Mitigate	Project team to devote sufficient time and resources to procurement. This would include making sure contractors fully understand and are on board with the brief, that they are educated where necessary in Passivhaus and Building Biology, and that previous Passivhaus successes form part of the evaluation criteria.	Randall Simmonds
110	Ec	Economic uncertainty	Market changes following EU vote	CE may decide to withdraw from the development.	0	0	15	Accept	CROWN ESTATES WITHDRAWAL. RISK CLOSED	

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111	L	Contracted parties may become involved in a legal dispute.	The main causes of this are: (i) Failure to properly administer the contract (ii) Poorly drafted or incomplete and unsubstantiated claims (iii) Errors and/or omissions in the contract documents (iv) Incomplete design information or employer requirements (v) Employer/contractor/subcontractor failing to understand and/or comply with its contractual obligations	Disputes between contracted parties could cause delays for the programme and thus extra costs. In the worst case, it could result in a party withdrawing from the contract and refusing to meet its obligations.	2	5	10	Mitigate	Ensure that all contractual documents are rigorously checked and that there is sufficient governance and oversight to provide an "early warning" of potential problems. Ensure that there is sufficient dialogue between all contracted parties to ensure that information is shared frequently and comprehensively, and that all parties are fully aware of their commitments.	Randall Simmonds
112	Ec	Recession Robustness of Subcontractors	Economic slowdown/recession post-Brexit may cause one of the scheme's subcontractors to go bankrupt	This may cause delays to the scheme, additional costs, and a rushed/poor quality structure	3	4	12	Mitigate	Ensure that we have various subcontractor options for each of the subcontractor packages to minimise risk	Randall Simmonds
113		Retender exercise does not produce the right outcome	Contractor market does not sufficiently desire the build contract - when considering risk, reward, etc	Further delay to the project to retender. Potential for the 'appeal' of the project to be materially / terminally compromised in the eyes of the supplier market.	2	5	10	Mitigate	Ashfords and Randall Simmonds engaging with contractor market to understand external factors. Lessons have been learned from previous tender exercise and these are helping shape the new strategy.	Randall Simmonds
114		Significant Contractor Price escalation due to BREXIT date being within our fixed price build period.	The uncertainty forecast for exchange rates, prices of materials and availability of manual labour skills immediately after BREXIT create a significant risk for the Contractor which is reflected in their price.	Contract Price is above forecast, with significant over-pricing of risk. Procurement process is unable to proceed	4	5	16	Mitigate	Randall Simmonds are considering risk share on exchange rate fluctuations, also considering UK supplied products where suitable & technically appropriate	Randall Simmonds
115		Crown Estates withdrawal results in ECC request to re-evaluate the detailed design of the leisure centre (ie entrance position, orientation of the building, etc)	As the development partner for the adjacent site has withdrawal, an instruction could be issued to reconsider how the leisure centre sits within the overall site.	Delay to delivery timescales. Additional cost for design work to redesign already completed design information. Uncertainty regarding future adjacent site creates uncertainty as to what form any alternative position would take.	2	4	8	Mitigate	It has been confirmed that the project is to continue as designed. Interface Works will be required as a result of CE withdrawal (addressing the site levels challenge, cladding matters, etc)	Exeter City Council
116		New development partner(s) become involved in the wider scheme who have demanding interface / co-ordination requirements with our contractor	ECC are being approached by potential development partner(s). If / when they start developing, they may try to impose co-ordination requirements on our project which are greater than those previously agreed with CE.	Additional management costs from the Contractor. Delays to our building programme.	1	4	4	Mitigate	ECC can set the ground rules that new partners will need to accord with the Leisure Centre contractor site set-up and build sequencing.	Exeter City Council
117		Tender returns are higher than budget forecast	The tenders received from Contractor(s) and Sub-Contractors(s) is higher than forecast.	A funding gap will exist which will need to be addressed if the project is to proceed.	2	4	8	Mitigate	The QS is unable to quantify the exact market conditions for Autumn 2018 (when detailed tenders are due to be concluded). The Business Case update in Jan 2018 will provide a range of potential costs - depending on market forces, exchanges rates, etc. The project will return to Council in Autumn 2018 with exact Contract Value figures.	Randall Simmonds
118		Substation in new bus station ceases a critical dependency in the detailed build programme of the bus station and leisure centre buildings, which could compromise the delivery programme of the leisure centre.	As the substation supplies the bus station and leisure centre, its installation may be critical to certain build & commissioning activities for the leisure centre. Material delay by the substation provider or bus station build would compromise the leisure centre build.	Delay to the leisure centre build programme. Additional costs.	3	4	12	Mitigate	Following CE withdrawal, there is an opportunity to consider locating the substation outside the bus station building. This will need to include consideration for future moving of the substation if required by a future development partner.	Randall Simmonds
119		Ongoing surrounding development creates issues for the management of the leisure building (at initial opening and throughout the life of the building)	Future developments don't take into account the requirements of the leisure centre.	Operator becomes disgruntled with the inconvenience created by the future development and decides not to continue with operation of facility, or charges ECC more.	2	4	8	Mitigate	Updated business case is taking into account the ongoing construction / development around the leisure centre. ECC to manage discussions with development partners to minimise any impact on operation of the leisure centre	Exeter City Council

Exeter City Centre Leisure Centre
Risk Register

REDACTED 07/12/18

■■■■ = Redaction

Updated	28/11/17
Version	18.00

CONFIDENTIAL

P - Political

T - Technological

Ec - Economic

L - Legal

S - Social

En - Environmental

Risk ID	Risk Category	Risk Description	Risk Cause	Risk Impact	Likelihood	Impact	Score	Risk Treatment	Mitigation Action(s) Description(s)	Initials
									KEY	
								Mitigate	Take actions to lessen the probability and / or impact of the risk	
								Accept	Accept the risk and take no action	
								Transfer	Move the risk to another party - normally one better placed to deal with the risk	
								Avoid	Undertake a course of action which completely avoids the risk - effectively removing the risk from consideration	