



Mr Ahmad Chowdhury  
Articlus Ltd  
Fridum Ltd  
Address Churchill House  
137-139 Brent Street  
London  
NW4 4DJ

For the Attention of Mr Ahmad Chowdhury

29<sup>th</sup> March 2021

Dear David

**Re: Letter of Appointment for Structural Engineering Design Consultant for  
Holmes Road Project ( Ms. Judith Leeb)**

We write with reference to the above-mentioned project and to your lump sum fixed fee proposal dated 14<sup>th</sup> October 2020 and our further discussions regarding the role and confirm your fee in the sum of [REDACTED] Eleven Thousand Five Pounds to include everything required for Structural Engineering Design Services ,Drainage and Temporary Works to be Agreed).

- I. Producing a Structural Methodology Statement to support the planning submission for the basement. To include a written report and outline structural plans.
- II. Visiting the property prior to commencement of design to view the existing layout and to record any opening up works which may be required.
- III. The production of GA basement plans and sections, plus RC estimates, for costing/tender purposes.
- IV. The production of GA superstructure drawings and details.
- V. The production of RC details and bar bending schedules for the basement structure.
- VI. The production of structural calculations to accompany the above drawings, for approval under Part A of the Building Regulations.
- VII. Up to two construction stage site visits to inspect the structural works.
- VIII. Liaising with the checking authority and addressing any structural queries raised during the works (Building Regulations submission by others).
- IX. Coordinating and Liaising with the Architects and other design consultants to develop a complete design
- X. Provide Sufficient Information for Tender Purposes Main House & Basement Works
- XI. Provide Detailed and Coordinated Design Information for Construction
- XII. Ensure Compliance with an obtain Building Regulation Approval

This letter of intent is in lieu of the current ACE Standard Form Appointment Document, with all relevant terms and conditions which we will be provided shortly.

We would request that you consult the information provided by London Building Consultants Ltd to ensure that they are not in conflict with any of our discussion and or the requirements of our clients.

We would confirm you are to coordinate and work with the Architect by providing structural information for submission to the Local Planning Authority as and when required to meet the design and construction programme.

We would note should the Current ACE Standard Form of Appointment Document not be provided/ executed / Agreed then this letter is the contract between your company and Ms. Judith Leeb( The Client ) and takes precedence over any other terms and conditions and is as the aforementioned Current ACE Standard Form of Appointment Document in its entirety.

The terms are based on the Current ACE Standard Form of Appointment Document and may be (subject to any agreed amendments. In the meantime, however, we would like you to proceed with all activities subject to and in accordance with the terms of this letter which as the final contract and will be under the same terms and conditions.

1. This letter constitutes the whole agreement and understanding between us as to the subject matter of this letter and may only be varied in writing by duly authorised representatives on behalf of both of us and agreed by both of us in writing and witnessed. You are expected to mobilise and commence your works no later than 10th April 2021 these works are expected to be completed in accordance with our construction programme i.e., site works starting July 2021
2. You shall indemnify us against all losses, damages, costs, claims, expenses or liabilities incurred in respect of any personal injury or death, or damage to the property, real or personal, arising out of or in the course of the Works to the extent that the same is due to any act or neglect on your part. **Please provide a copy of your all insurance documents**
3. We would confirm you maybe be required to enter in to a standard form of Collateral Warranty Agreement and to sign a confidentiality agreement.
4. You shall not assign or otherwise transfer this letter or the benefits arising under it (whether or not accrued) and you shall not sub-contract the Works or any part of the Works without our prior written consent from London Building Consultants Ltd.
5. In carrying out the Works authorised under this letter you will:
  - (a) use the reasonable skill, care and diligence to be expected of a Structural Engineer of appropriate experienced in projects of similar size and scope, to carry out and complete the Structural Design and Coordination for tender as in the proposed programme Paragraph 1
  - (b) Comply with the reasonable instructions given to you by London Building Consultants Ltd in relation to the Works and, where necessary, liaise and co-operate with any consultants or contractors that London Building Consultants Ltd retain on behalf of the client in relation to the Works;
  - (c) Comply with all the current relevant statutory requirements, planning permissions, building regulations (including the Construction Current Design and Management) Regulations British and or European Standards and good industry standards;

- (d) You shall take out and use reasonable endeavours to maintain Insurance to cover your product / design liabilities under this letter with a limit of Indemnity of not less than £2 million each and every claim and in the aggregate in Professional Negligence and, Public Liability Insurance for £5 million and Employers Liability of £5 million for any one occurrence or series of occurrences provided that such insurance is available at commercially reasonable rates and/or terms to yourselves. You shall produce to us, as and when reasonably requested by us, documentary evidence in the form of a broker's letter that such Insurance is being properly maintained.
6. When the Current ACE Standard Form of Appointment Document is provided to you, it shall supersede this letter so that (notwithstanding the date of the Current ACE Standard Form of Appointment Document the Works shall have been subject to the same terms as the of Current ACE Standard Form of Appointment Document, and we shall be given credit for any payment made in accordance with this letter in calculating payments due under the Current ACE Standard Form of Appointment Document
7. Subject to paragraph 9, the authority to proceed with the Works authorised by this letter shall expire on 10<sup>th</sup> December 2021 by which time the Current ACE Standard Form of Appointment Document would have been agreed or such later date as we may notify to you in writing at our discretion (the 'Expiry Date'). If we wish to extend the Expiry Date, we may agree revised payment arrangements with you for the Works to be performed after the Expiry Date.
8. The authority to proceed contained in this letter:
9. Subject to paragraphs 13 and 14, where your appointment expires or is suspended or terminated prior to the Expiry Date, we shall pay to you in respect of the Works such sums as have accrued under paragraph 10 prior to the Expiry Date, suspension or termination.
10. Any sums accrued pursuant to paragraph 10 but not paid by the final date for payment shall carry simple interest calculated at the rate of 2% above the base rate of Bank of England for the period commencing on the final date for payment is made. You agree that this paragraph 10 constitutes a substantial remedy for the purposes of Section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
11. If for any reason the Current ACE Standard Form of Appointment Document is not concluded or entered into and/or this letter is terminated or expires you shall:
  - (a) immediately cease any further works;
  - (b) promptly deliver to us or hold to our order any information, reports or other documents relating to the Project (including all information or documentation we have supplied to you and all referred to in paragraph 7);
  - (c) Consult with us with regard to the action which you take for the fulfilment or cancellation of orders and supply to us all the invoices and other documents relating to orders made or intended to be made. If required by us you shall novate to us (or, at our option, to the Employer) all contracts entered into with any duly authorised sub-consultants and suppliers; and (if required by us)

12. Without prejudice to any other rights we may have in equity or at law, we shall be entitled to set off against any sums due to you from us, under this Agreement, any amounts which we reasonably determine to have been incurred by us, as loss or damage in consequence of any act, omission, negligence or breach of contract by you.
13. If for any reason the Current ACE Standard Form of Appointment Document is not awarded to you and/or this letter is suspended or terminated then you shall not be entitled to recover from us payment in respect of loss of profits, loss of contracts or opportunity or any other similar consequential or economic loss.
  - (a) Our maximum aggregate liability to you in respect of the Works authorised under or in connection with this letter shall not exceed £7,500.00 plus any amounts properly due on variations account of interest under paragraph 10.
  - (b) The limits of liability specified in paragraph 14(a) shall not operate to limit or exclude our liability for death or personal injury or damage to property, real or personal (excluding the Works) caused by any negligent act or omission on our part or on the part of any personnel for whom we are responsible.
14. No approval, consent, decision, authorisation, direction or instruction, and no enquiry or inspection at any time given or made by us, shall operate to exclude or limit your liability for any breach of your obligations under this letter.
15. All information of whatever nature coming into your possession regarding the Project, and or Ms. Judith Leeb and their family and any of our affiliates during the course or as a result of the performance of Works pursuant to this letter shall be kept strictly confidential by you, including your employees and any sub- consultants. This obligation will survive the expiry or termination of this letter, whether or not the Current RIBA Standard Form of Appointment Document is awarded to you.
16. Nothing in this letter confers or purports to confer on any third party any right or benefit pursuant to the Contracts (Rights of Third Parties) Act 1999.
17. We require copies of PI Insurance Public and Employers Liability
18. This Letter and or the follow-on Contract constitutes the whole of the agreement and will always take precedence over any trade terms and conditions issued before or after commencement and by commencement of the project this is agreed.

Yours faithfully,



Antony Linward

Consultant Project Manger  
For and on behalf of Ms Judith Leeb.