

Nilkanth Estates Ltd (BAPS)
1 Pramukh Swami Road, Neasden,
London SW10 8HW

Richard Miller
Richard Miller t/a R M Design & management Studios.
86-90 Paul Street
London EC2A 4NE

FAO Richard Miller

9TH June 2023

Dear Richard

RE: Nilkanth Estates Limited is planning for the structural Alteration works, conversion, and refurbishment of existing 25 Old Gloucester Street property into a Cultural Centre.

Following receipt of your fee proposal dated June 2023 to provide and perform Structural Engineer services for a fee of **£27,650.00** (Twenty Seven Thousand, Six hundred and fifty Pounds) excluding VAT as summarised below, we are pleased to confirm your appointment upon the terms of this letter.

1. You will carry out the services described in Appendix 2 to this letter (the "Services") and in accordance with any instructions or directions we may issue to you. Notwithstanding its date of execution, any designs prepared, or Services or activities provided by you or on your behalf in respect of the Project and/or the Site prior to the date of this letter shall be deemed to have been prepared or provided pursuant to the terms of this letter.
2. You will be in carrying out the Services comply with all applicable legislation and exercise the reasonable skill, care and diligence to be expected of properly qualified and competent members of your profession experienced in carrying out work of a similar size, scope, complexity and purpose to the Project. You acknowledge that we shall be deemed to have relied upon your reasonable skill, care and diligence in respect of you carrying out your obligations under this letter and that the rights and benefits conferred upon us by this letter are in addition to any other rights and remedies we may have against you including any remedies for negligence.
3. You will proceed regularly and diligently with the Services having due regard to the programmes produced from time to time in connection with the Project and you will keep us properly and regularly informed as to all aspects of the progress and performance of the Services and the Project.
4. You will co-ordinate and integrate the performance of your Services with the services and works to be performed by others appointed in connection with the Project.

5. You warrant that you have not specified and will not specify for use in the Project any materials and substances known to be or mentioned in any Building Research Establishment Digest as being deleterious to health and safety or to the durability of the Project or the Site in the particular circumstances in which they are used including substances and materials not in conformity with any relevant UK Standards or Codes of Practice or which are not used in accordance with the latest edition of the guidance contained in "Good Practice in the Selection of Construction Materials" (British Council for Offices) published at the time of specification.
6. You warrant that you shall exercise the aforesaid reasonable skill, care and diligence to carry out your obligations under this letter so that no act, omission or default on your part shall cause or contribute to any claim against or breach by us of any of our obligations under any agreement we may have with any third party provided always that you have been provided with copies of such agreements or relevant extracts from them.
7. You will, throughout the duration of the Project and for a period of 6 years following completion of the Services, maintain professional indemnity insurance with a limit of indemnity of not less than £5,000,000 in respect of each and every claim or series of claims arising out of the same originating cause in respect of any negligence, omission or default in the performance of the Services, provided that such insurance remains available at reasonable premium rates. You will produce to us documentary evidence that this insurance is being properly maintained whenever we so require.
8. We will pay you for the proper performance by you of these Services the lump sum fee of £27,650.00 plus VAT.
9. You shall submit to us invoices from time to time showing the amounts properly due and payable to you, less any sums previously paid by us on account of such items. All invoices must be forwarded to Box Associates Limited, Thompson House, 42-44 Dolben Street, London SE1 0UQ and marked for the attention of Dhirajsingh Taur for prior approval before submission to the client for payment. Each invoice you submit shall include a statement which specifies the sum that you consider to be due to you at the due date for payment and the basis on which that sum is calculated. An instalment will become due for payment on the later of the date specified above and the date on which we receive a properly invoiced instalment request for the relevant amount.
10. Not later than five days after the date on which any payment becomes due to you under this letter we shall give notice to you specifying the sum which we consider to be due to you at the due date for payment and the basis on which that sum is calculated (a "Payer Notice").
11. Subject to the proviso which follows, we shall pay you the sum referred to in the Payer Notice, or if we have failed to issue a Payer Notice, we shall pay you the sum referred to in your properly submitted invoice on or before the final date for payment (the "Notified Sum"), which shall be the expiry of 30 days from the due date for payment, as determined in accordance with this letter, provided that we may pay you less than the Notified Sum if we have notified you, not later than 7 days before the final date for payment (the "Prescribed Period"), that we intend to pay less than the Notified Sum and our "pay less" notice specifies the sum we consider to be due on the date such notice is served and the basis on which that sum is calculated.

12. Notwithstanding the foregoing provisions, if you become "insolvent" within the meaning of section 113 of the Housing, Grants, Construction and Regeneration Act 1996 (as amended by the Local Democracy, Economic Development and Construction Act 2009) after the Prescribed Period, we shall not be liable to pay you the Notified Sum on or before the final date for payment. Subject to this, if we fail to pay in full the Notified Sum by the final date for payment and we have failed to give you a pay less notice as described above, you may (without prejudice to your other rights and remedies) suspend the performance of all or any part of the Services and your obligations under this letter by giving us not less than 7 days' notice of your intention to do so and stating the ground or grounds on which you intend to suspend performance. This right of suspension shall end when we make payment in full of the Notified Sum.
13. Where you have validly suspended performance of all or any part of your obligations under this letter, we shall be liable to pay you a reasonable amount in respect of costs and expenses reasonably incurred by you as a result of such suspension and such payment shall be your sole compensation for suspension of your Services and obligations. In addition, any period during which performance is validly suspended shall be disregarded in computing the time taken by you to complete any of the Services affected by the suspension.
14. We may by written instruction to you amend the Services described in the Appendix to this letter whether by omission, addition or alteration. The fee referred to above shall be adjusted in the event of any amendment to the Services under this letter of appointment on a fair and reasonable basis taking account of the amount and break down of the fee prior to amendment.
15. Copyright in all drawings and other documents (including computer disks) prepared or provided by you or on your behalf for or in connection with the Project and in any designs contained in them (the "Material") shall remain vested in you. You hereby grant us an irrevocable, royalty-free, transferable non-exclusive licence to copy, publish and use all the Material for any purpose whatsoever relating to the Project and the Site and you agree that you will not use any of the Material without our prior written consent for the benefit of any other person in connection with this Project or Site. You shall procure for us the benefit of such similar licence in respect of any Material as may be written, originated or made by any of your suppliers or sub-consultants. You shall grant to us access to and the right to copy the Material at your offices on reasonable notice during normal office hours and subject to payment of any reasonable copying charges. You shall not be liable for the use of the Material for a purpose other than that for which it was prepared.
16. You will treat the terms of this appointment and all material produced by you or supplied by us as confidential. You will not reveal details of such information to any third party without our prior written consent. All documents made available by us to you in connection with this Project or otherwise must be returned to us on completion of the Services.
17. You are not entitled to sub-let the performance of the Services without our prior written consent. If we do consent to any such sub-letting, you will remain fully responsible for the performance of the sub-let Services. You may not assign your benefit and rights under this letter without our prior written consent. We may assign, charge or otherwise transfer

all or any of the rights and/or benefits arising under this letter to any person at any time, including to any party providing funding in respect of the Project.

18. We must reserve the right to terminate these arrangements at any time by notice in writing to you. In the event that we exercise this right you will cease work immediately. If termination results as a consequence of your default under this letter, then we will not be obliged to make any further payment to you and we reserve the right to recover from you any loss or damage which we incur as a result of your default under this letter. If we terminate your engagement for any reason other than your default, then we will pay you a fair and reasonable amount for the Services carried out up to the date of termination but nothing more. On any such termination you will deliver to us all drawings, details, plans, reports and other work produced or in the course of production by you or on your behalf prior to such termination. You may retain a copy for such documents for your records.
 19. No consent, approval or act or omission on our part shall of itself relieve you of your obligations under this letter.
 20. Any notice to be given under this letter shall be in writing and/or email shall be deemed to be duly given if it is delivered by hand at or sent by registered post to the addresses of the parties identified in the letter or other business addresses for the time being. In the case of notices sent by hand the same shall be deemed to have been received on the date of receipt. In the case of notices sent by registered post the same shall be deemed to have been received two working days after being posted. In the case of emails, the same shall be deemed to have been received on the next working day after it was duly transmitted.
- Our address for service of notice is Nilkanth estates Ltd ,1 Pramukh Swami Road, Neasden, London SW10 8HW
- Your address for service of notice is Richard Miller t/a R M Design & management Studios. 86-90 Paul Street , London EC2A 4NE
21. Any dispute or difference arising under or in connection with this letter shall be referred to adjudication in accordance with the provisions of the Scheme for Construction Contracts SI Number 649 1998 (as amended by The Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011). The referring party shall request the President of RICS or his representative to nominate an adjudicator.
 22. This letter shall be governed by and construed in accordance with English Law and, subject to the adjudication provisions referred to above, any dispute or difference between us arising out of or in relation to this letter or its subject matter or formation (including non-contractual disputes or claims) shall be referred to the non-exclusive jurisdiction of the Courts of England and Wales.
 23. This letter sets out the entire agreement between us in respect of the Project and may only be amended by further written agreement signed by both of us.
 24. For the purposes of this letter, where an act is required to be done within a specified period or from a specified date, the period begins immediately after that date. Where

the period would include Christmas Day, Good Friday, Easter Monday or a bank, statutory, public or common law holiday in England and Wales, that day is excluded.

25. You and we hereby confirm that, notwithstanding any other provision of this letter, nothing in this letter is intended to confer on any person any right to enforce any term of this letter which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
26. No action or proceedings for any breach of this letter may be commenced against you after the expiry of 6 years following the date of completion of the Services (or 6 years after any earlier termination of your appointment under the Consultancy Appointment if sooner).

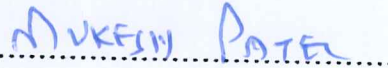
IN WITNESS this letter has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
Nilkanth Estates Ltd (BAPS)
acting by one director in the
presence of a witness



.....
SIGNATURE OF DIRECTOR
Director

.....
SIGNATURE OF WITNESS



Executed as a deed by
Richard Miller t/a R M Design &
management Studios.
acting by one Director in the
presence of a witness



.....
SIGNATURE OF PARTNER
Director

.....
SIGNATURE OF WITNESS



SCHEDULE 1

The Development

To provide all the necessary services engineering design and technical assistance information to renovate these areas.

General works:

Scope of works

Demolitions & Substructure (structural/drainage design only)

- Excavation and underpinning at Basement Level to create an additional room to the rear
- Structural alterations, new floors, and walls
- Loadings / Weights / Calculations of structural steel / floor build ups
- Below Ground drainage
- Temporary Works where required. (proposals only to be developed by contractor).

Superstructure (structural design only)

- New lift
- Levelling of existing floors
- New walls, floors, and ceilings
- Remedial Works and Restoration of existing windows and doors (where specified)

SCHEDULE 2
The Services

We set out within this section of the fee request the service duties for the structural engineer:

RIBA STAGE 2 and 3 – Concept Design and Developed Design

- Develop design solutions and structural feasibility study to determine the extent of viable structural alterations to the existing building.
- Review existing building and structure information.
- Review and produce structural solutions and initial design for the structural openings, new services risers, extensions into light wells, and necessary roof supports.
- Develop design to obtain approval and “frozen” Scheme Design.
- Develop the design of the Works in collaboration with the lead design consultant and any other
- Erection of a single storey at the second-floor level
- Installation of an external staircase implemented from the planning condition.
- Cultural Centre
- 3no. flats on the front side of the building (please refer to the attached drawings from the new scheme 2021 only for flats and basement extension)
- Extension of the basement in the rear side of the building. (Please refer to the attached drawings from the new scheme 2021 only for flats and basement extension)
- Below Ground Drainage

RIBA Stage 4 – Technical Design

After receiving the Employer’s approval of the Developed Design and the Employer’s consent to proceed to the Technical Design Stage:

RIBA Stage 5 – Construction

After receiving the Employer’s consent to proceed to the Mobilisation, Construction and Completion Stage

SCHEDULE 3
Payment Schedule

The Fee for carrying out the Services shall be a lump sum fee of £ 27,650.00 + VAT

The Fee shall be paid in the following instalments:

Stage 2 & Stage 3	July 2023	£ 5,500.00
	September 2023	£ 7,000.00
Stage 4	October 2023	£4,000.00
	November 2023	£5,500.00
Stage 5 -	August 2024	£1.130
	October 2024	£1,130
	December 2024	£1,130
	February 2024	£1,130
	April 2024	£1,130
Total		£27,650.00