

PRIOR ASSOCIATES

Consulting Engineers

1st Floor Offices
S.T.R.F.C.
Julius Martin Lane
Soham
Ely
Cambs. CB7 5EQ

2006/4500/PR1

Tel: 01353 722330. Fax: 01353 722351
email: mail@prior-associates.co.uk

Mr Charles Thuaire
(Senior Planner)
Planning Department
5th Floor
Camden Town Hall Extension
Argyle Street
London. WC1H 8EQ.

Our Ref: 7481

Mary [Signature] 20 2006

19th December 2006

Dear Sir,

2006/4500/PR1

Re: Flat 1, 5 Denning Road, Hampstead.

I enclose 5 copies of our amended plans. These are forwarded to you at the request of Mr Neil Bannister.

We have amended our drawings to show the correct scale and size of the conservatory, the position of the shed and the location of the Tree of Heaven. The proposed extension has been reduced in length from 7320mm to 6750mm.

Should you have any queries regarding the enclosed then please do not hesitate to contact me.

Yours sincerely

C. Pinnington

Miss Clare Pinnington, for and on behalf of Prior Associates.

Cc: Mr Neil Bannister (2 copies only of enclosed drawings)

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DOCUMENT ISSUE SHEET AND APPOINTMENT TERMS

CLIENT/TO ..Mr.....Charles.....Thwaite.....

COPIED TO ..Mr.....Neil.....Bonister..... DATE19/12/06..

RE ..S.....Penning.....Road..... REF7481.....

DRAWING NO/CALC NO	REVISION	PURPOSE OF ISSUE
7481-00	A	For your information
03	F	
04	D	
05	B	
06	A	
07	B	
08	A	
09	A	

COMMENTS:-

See attached letter.

2006/4500/PR1

Signed.....*C. Bonister*.....
for and on behalf of Prior Associates.

For detailed terms of appointment see over.

Schedule I:

Schedule III: *client correspondence only*

CONDITIONS OF APPOINTMENT

1 The terms of our appointment in this regard shall be governed by these terms unless otherwise agreed by us in writing. Unless we hear to the contrary within the next seven days, these terms shall be deemed acceptable to you and our relationship shall proceed on this basis.

2 Services to be Performed ("Services"). Details of your stated Requirements and the Services which we will provide to fulfil those Requirements under this Appointment are as Schedule I and/or as described in our fee account. (If additional services become necessary, additional fees will be payable). Additional services need only be described when the fee invoice is prepared. Where the Staff act as an Expert in any matter, the Model Terms of Engagement published by the Expert Witness Institute apply in addition to these conditions.

3 Duty of Care. We agree to exercise all reasonable skill, care and diligence in the performance of the Services and shall discharge our duties in a timely manner provided we receive all necessary data and information within a reasonable time. The Client shall hold the Principal Contractor and/or other contractors appointed to undertake construction works and not the Engineer responsible for the management and operation methods, for the proper carrying out and completion of the Works in compliance with the Building Contract and all relevant Building Legislation and for health and safety provisions on the Site.

Terms of Appointment

Our Services are personal to you and shall be limited to those matters expressly stated herein and/or in our fee account. No advice is offered or implied with regard to asbestos, its presence, effects or any actions required by the Client with relation to asbestos.

We will only be required to undertake inspection of the Works if expressly stated. Such inspections will be limited to periodic visits to the Works in order to check that they are proceeding generally according to our design intention provided that this duty shall not include any responsibility for the quality of materials or workmanship.

If it becomes clear that additional consultants or specialists are required then they will be directly appointed by you. However, if so instructed, we will act as your agent (disclosing you as principal) in the appointment of such consultants or specialists after receiving your prior approval.

Where consultants or specialists are appointed either directly or by us as your agents, we will co-ordinate and integrate their work, only if requested by you, but cannot accept any responsibility whatsoever for the performance of their duties.

As defined by the Construction (Design & Management) Regulations 1994 we act as Designers only for our element of the Works. We undertake to make available reasonable information as required by your Planning Supervisor as and when requested by him to do so. Our designs are based on the employment of a competent contractor to carry out the Works.

Subject to Clause 7 our maximum liability hereunder shall be limited to the reasonable cost of repair arising from any defect in the Works by reason of our breach of duty hereunder and shall exclude any other economic or financial loss whatsoever provided always that any liability for personal injury or death resulting from our or our employees' negligence shall not be excluded. This maximum liability is reduced to a lesser amount if that lesser amount is prescribed by law. Unless agreed otherwise in writing our maximum liability is further restricted to 20 times our fee received for that project or the maximum cover provided by our insurers whichever is less.

Our liability for repair costs hereunder shall be limited to that proportion of your losses which it would be just and equitable to require us to pay having regard to the extent of our responsibility for the same and on the basis that the Contractor and all consultants and specialists appointed in relation to the Works shall be deemed to have provided contractual undertakings on terms no less onerous than ours in respect of the performance of their services in relation to the Works and shall be deemed to have paid you such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.

Notwithstanding the foregoing paragraphs 1 to 7 of this Schedule, Prior Associates shall not be liable for any losses incurred by the Client, or his successors, in respect of pollution or contamination and/or arising out of or in connection with pollution or contamination.

Further and notwithstanding anything to the contrary contained in this Agreement and without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, any liability under or in connection with the Agreement, whether in contract or in tort, in negligence, for breach of statutory duty or otherwise, for any claim for loss or damage wholly, partly, directly or indirectly arising out of or resulting from or associated in any way with asbestos or any product or waste that contains asbestos (including without limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any asbestos or product or waste that contains asbestos) shall not exceed the amount, if any, recoverably by Prior Associates by way of indemnity against the claim in question under professional indemnity insurance taken out by Prior Associates and in force at the time the claim (if earlier) or circumstances that may give rise to the claim is or are reported to the insurers in question.

10. No action or proceedings under or in respect of this Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be commenced against Prior Associates after a date six calendar years from the date of our instruction or such earlier date as may be prescribed by law.

11. Prior Associates is not responsible under this Agreement or otherwise for designing or advising on or otherwise taking measures to prevent or mitigate the effect of Terrorism or any action that may be taken in controlling preventing suppressing or in any way relating to Terrorism and Prior Associates shall have no liability under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim arising out of any consequences whatsoever resulting directly or indirectly from or in connection with Terrorism or any such action (regardless of any other contributory cause or event) save to the extent that the claim is covered by professional indemnity insurance taken out by Prior Associates and in force at the time that the claim or (if earlier) circumstances that may give rise to the claim is or are reported to the insurers in question.

In this clause "Terrorism" shall mean any act or acts including but not limited to

(i) the use or threat of force and/or violence, and/or

(ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

12. Prior Associates is not responsible under this Agreement or otherwise for warning about or preventing or mitigating any loss or damage wholly or partly arising out of, resulting from or caused or contributed to directly or indirectly, by or associated in any way with any fungus or spore or any substance, vapour or gas produced by or arising out of any fungus or spore and shall have no liability under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim for such loss or damage (including without limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any fungus or spore) save to the extent that the claim is covered by professional indemnity insurance taken out by the Consultant and in force at the time that the claim or (if earlier) circumstances that may give rise to the claim is or are reported to the insurers in question. For the purpose of this Agreement, the term "fungus" includes (but is not limited to) any form or type of mould, mushroom or mildew and the term "spore" means any reproductive body produced by or arising out of any fungus.

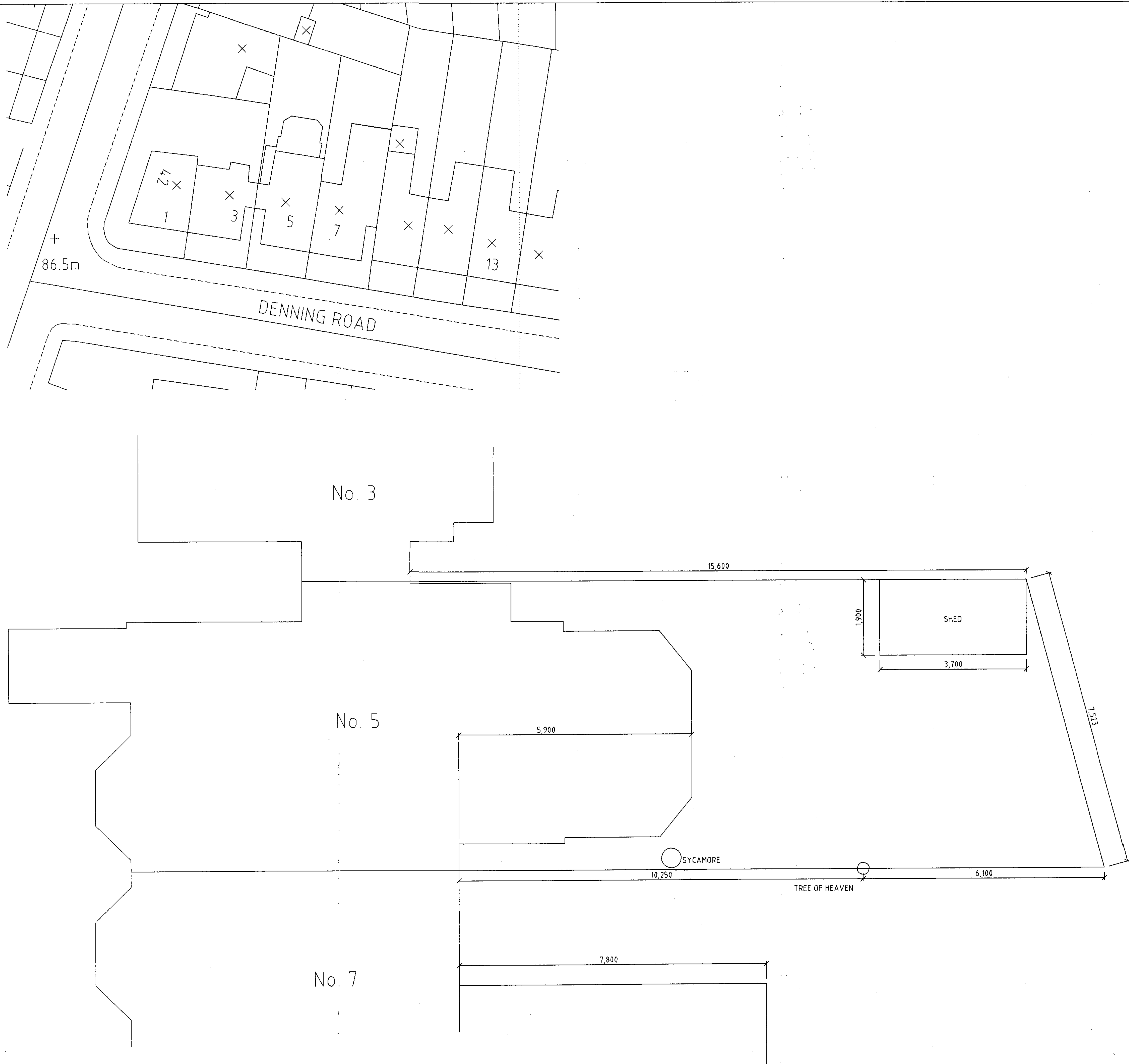
13. Our services will continue until Practical Completion of the Works or earlier as described above or until our appointment is terminated by reasonable notice given to either side.

14. In respect of the Services, you will pay us fees and expenses as Schedule III. Prior Associates grant to you a licence to use all documents, design details, etc., that are issued to you or your agents. Prior Associates may revoke your licence to use their designs if accounts are not met by the due date. Prior Associates retain all copyrights to their designs. The licence granted does not permit the reproduction or copying by any means of any document.

15. Any dispute or difference arising out of this Agreement shall be governed by and construed in accordance with English law and both parties agree to submit to the exclusive jurisdiction of the English Courts. If any dispute is referred to adjudication under The Housing Grants, Construction and Regeneration Act 1996, the Adjudicator's decision is to be based on legal not commercial grounds and is to refer to these standard conditions. The Adjudicator's decision is not to be final and binding.

16. This appointment contains the whole agreement between us and supersedes any other statements made. Nothing in this Agreement confers or purports to confer on any Third Party any benefit or any right to enforce any term of this Agreement.

Date 19th April 2004



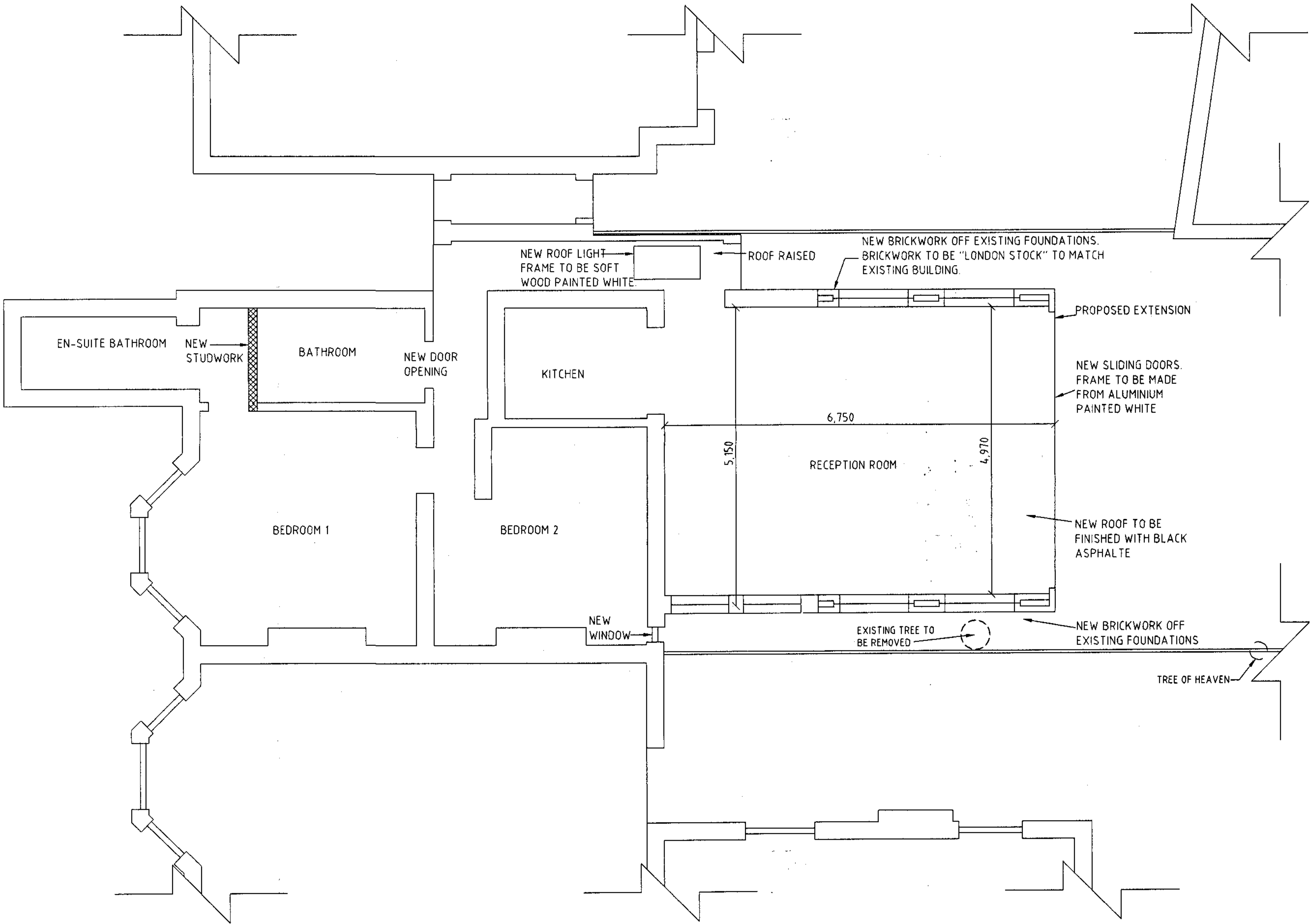
- NOTES
1. DO NOT SCALE
 2. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED. THE CONTRACTOR IS TO CHECK THAT ALL DIMENSIONS ARE IN ACCORDANCE WITH CURRENT ARCHITECT'S DRAWING BEFORE COMMENCING WORK OR ORDERING ANY MATERIALS.
 3. THIS DRAWING TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS AND SPECIFICATIONS
 4. ANY DISCREPANCIES FOUND ON THIS DRAWING AND ANOTHER RELEVANT INFORMATION ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER AS SOON AS THEY ARE DISCOVERED BEFORE WORK COMMENCES.
 5. ALL CONSTRUCTION TO BE TO RELEVANT BRITISH STANDARDS AND IN ACCORDANCE WITH CURRENT BUILDING REGULATIONS.

RECEIVED
20 DEC 2006
2006/12/20/PR1

A	19/12/06	CP	DETAILS TO REAR OF GARDEN ADDED		
Client NEIL BANNISTER					
Project FLAT 1, 5 DENNING ROAD, HAMPSTEAD					
Section SITE PLAN					
Designed		Drawn DGL		Checked	Rev A
Date 13/10/06		Scale 1:500 & 1:100 ON A3 1:250 & 1:50 ON A1		Drawing No 7481/00	
PRIOR ASSOCIATES Consulting Engineers					
1st Floor Offices S.T.R.F.C. Julius Martin Lane Soham Ely Cambs. CB7 5EQ Tel: 01353 722330 Fax: 01353 722351 email: mail@prior-associates.co.uk web site: www.prior-associates.co.uk					

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PROPOSED LOWER GROUND FLOOR PLAN
SCALE 1:50

2006/4500/PR1

20 DEC 2006

F	18/12/06	CP	LENGTH OF PROPOSALS AMENDED TO BE 6750mm
E	23/10/06	DGL	NEW LAYOUT
D	16/10/06	DGL	ROOF LIGHT RE-POSITIONED
C	13/10/06	DGL	REVISED DRAWING FOR NEW LAYOUT
B	25/09/06	DGL	REVISED DRAWING AS REQUESTED
A	14/09/06	JB	ADDED EXISTING CONSERVATORY, ROOFLIGHT AND INFILLED FISH TANK GAP

Client			
NEIL BANNISTER			
Project			
FLAT 1, 5 DENNING ROAD, HAMPSTEAD			
Section			
PROPOSED LOWER GROUND FLOOR PLAN			
Designed	GSC	Drawn	JB
Checked		Rev	F
Date	SEP 06	Scale	1:100 ON A3 1:50 ON A1
Drawing No	7481/03		

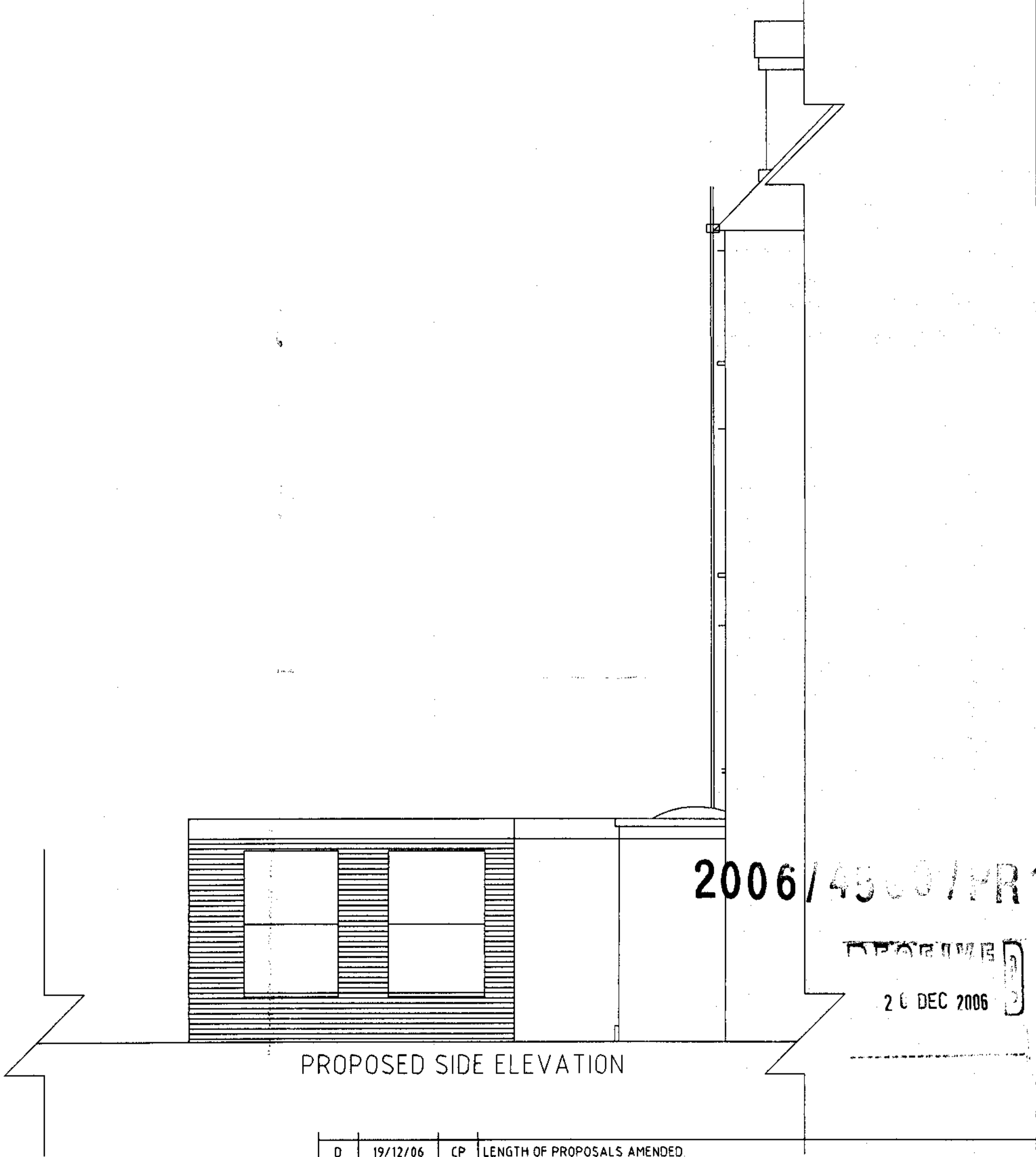
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D	19/12/06	CP	LENGTH OF PROPOSALS AMENDED
C	23/10/06	DGL	DRAWING AMENDED FOR REVISED LAYOUT
B	27/09/06	DGL	DRAWING AMENDED AS REQUESTED
A	14/09/06	JB	REMOVED FRENCH DOORS AND BALUSTRADE, ADDED EXISTING CONSERVATORY

Client NEIL BANNISTER

Project FLAT 1, 5 DENNING ROAD, HAMPSTEAD

Section PROPOSED ELEVATIONS TO REAR

Designed	Drawn	Checked	Rev
-	JB		D

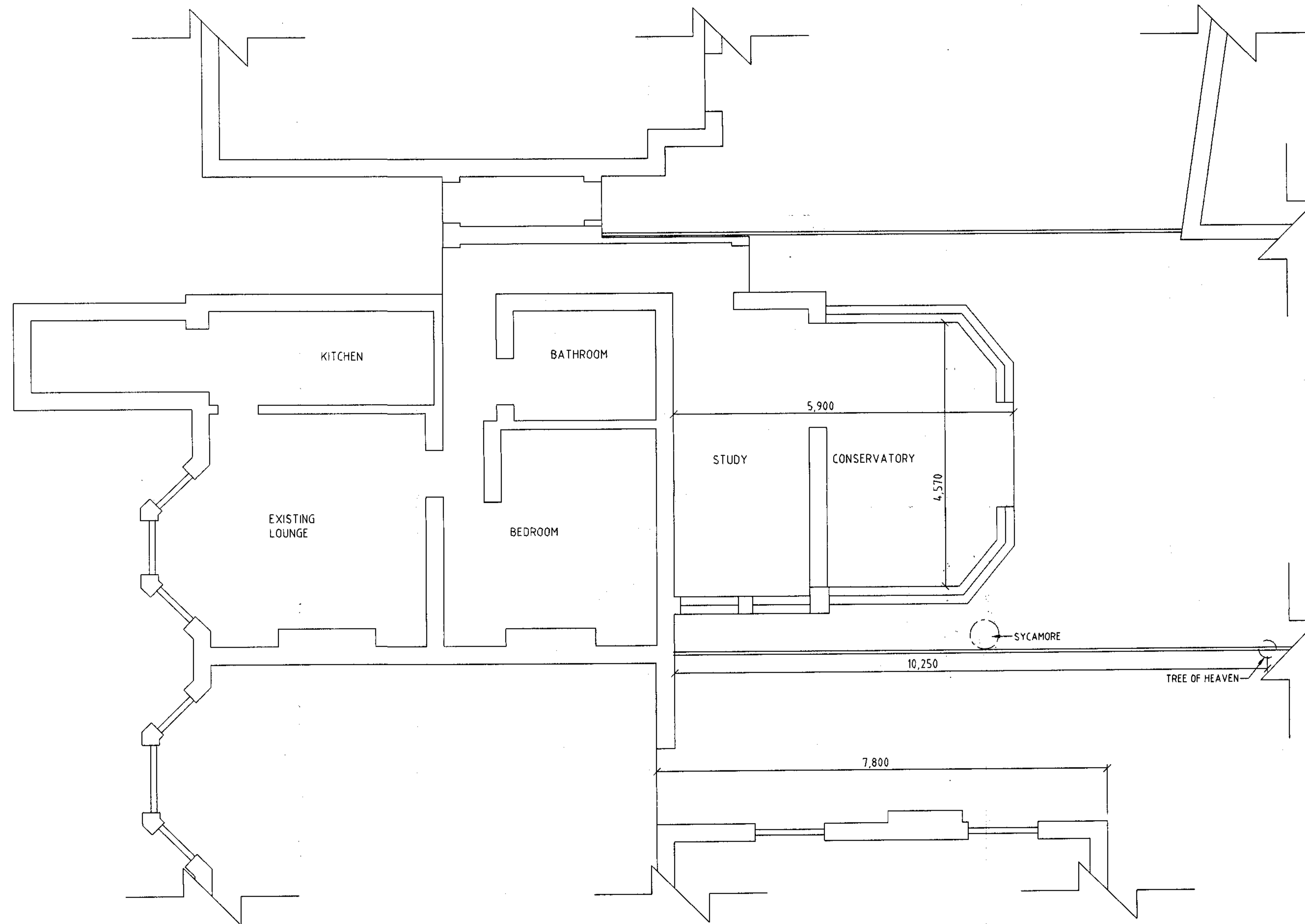
Date	Scale	Drawing No
SEP 06	1:100 ON A3 1:50 ON A1	7481/04

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EXISTING LOWER GROUND FLOOR PLAN
SCALE 1:50

2006/10/11
20 DEC 2006

B	18/12/06	CP	LENGTH OF PROPOSALS AMENDED TO BE 5900mm.
A	16/10/06	DGL	AMENDED TO MATCH SITE
Client NEIL BANNISTER			
Project FLAT 1, 5 DENNING ROAD, HAMPSTEAD			
Section EXISTING LOWER GROUND FLOOR PLAN			
Designed	Drawn DGL	Checked	Rev B
Date SEP 06	Scale 1:100 ON A3 1:50 ON A1	Drawing No 7481/05	

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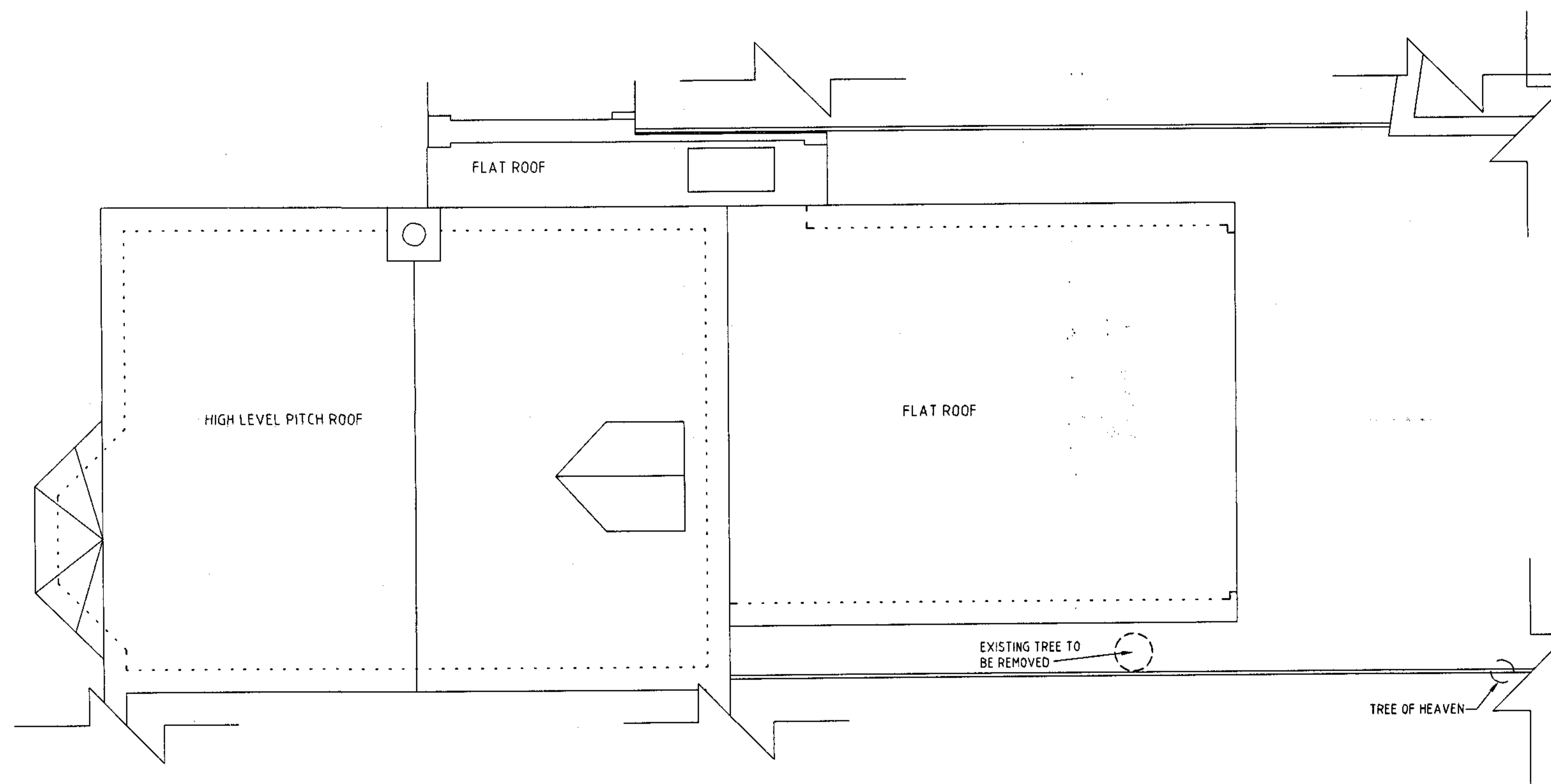


2006/

A	18/12/06	CP	ELEVATION AMENDED TO SUIT REVISED PLAN	
Client		NEIL BANNISTER		
Project		FLAT 1, 5 DENNING ROAD, HAMPSTEAD		
Section		EXISTING ELEVATIONS TO REAR		
Designed		Drawn DGL		Checked Rev A
Date SEP 06		Scale 1:100 ON A3 1:50 ON A1		Drawing No 7481/06
<div>PRIOR ASSOCIATES</div> <div>Consulting Engineers</div> <div>1st Floor Offices S.T.R.F.C. Julius Martin Lane Soham Ely Cambs. CB7 5EQ Tel: 01353 722330 Fax: 01353 722351 email: mail@prior-associates.co.uk web site: www.prior-associates.co.uk</div>				

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PROPOSED ROOF PLAN
SCALE 1:50

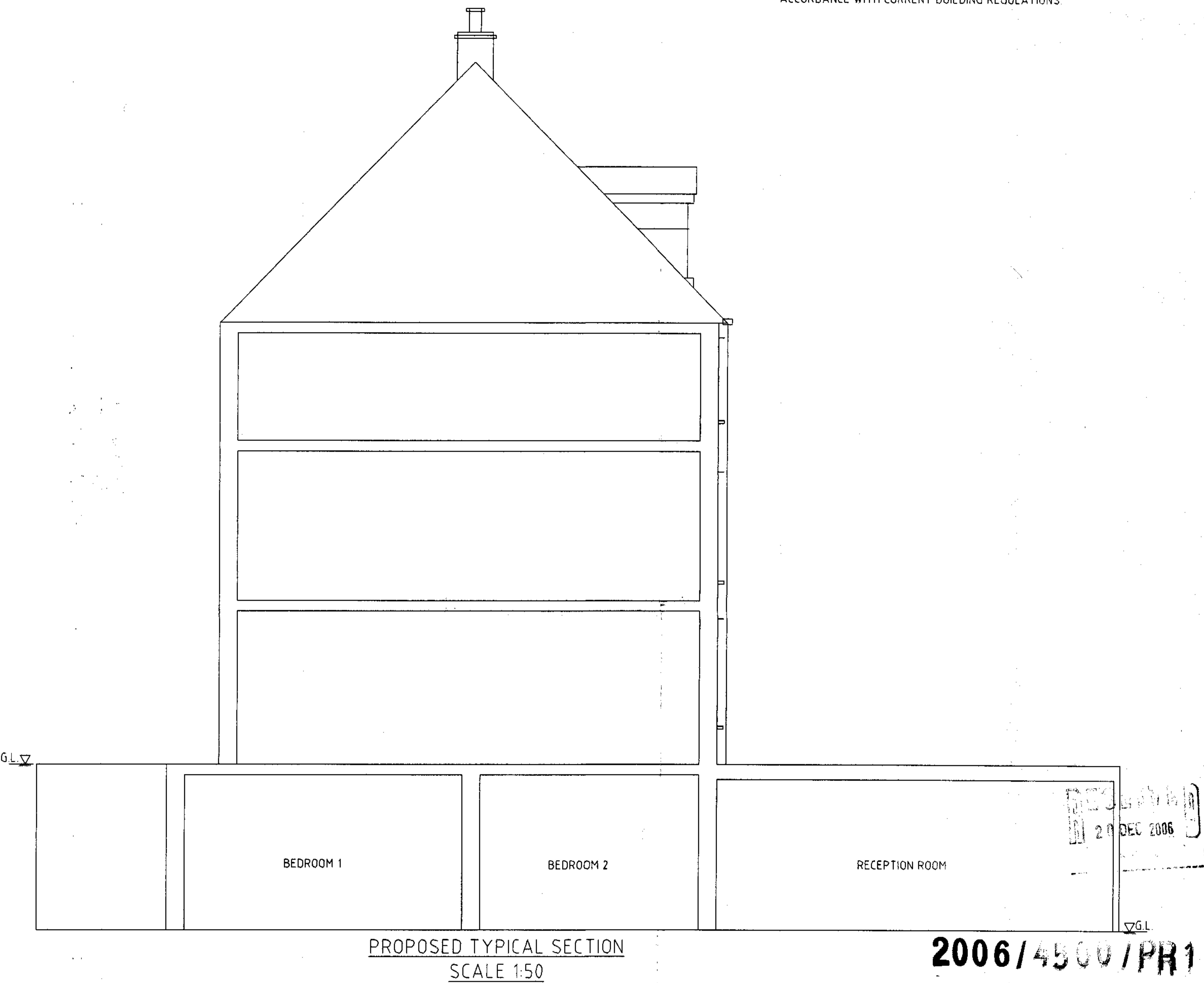
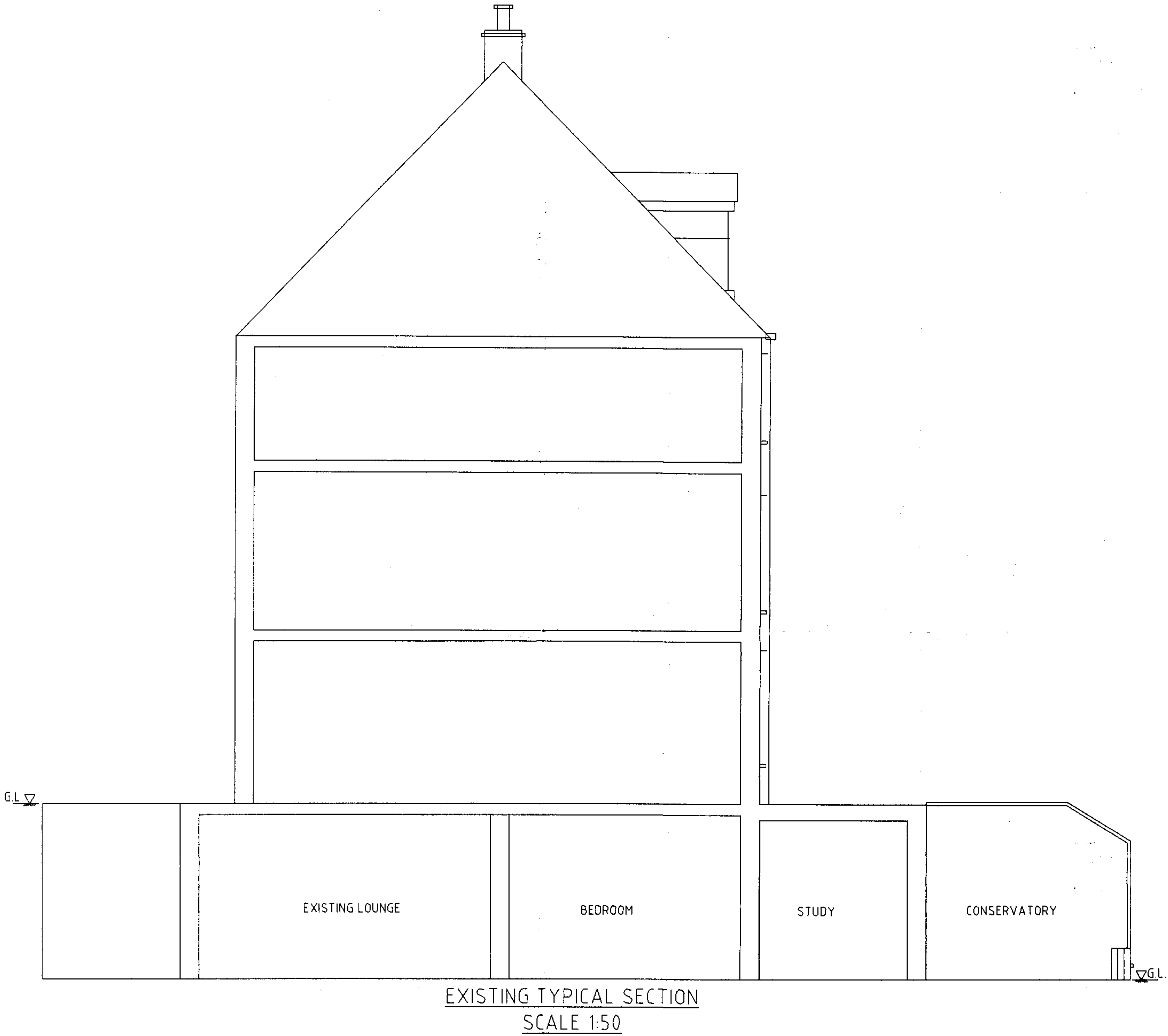
2006/4500/PR1

B	18/12/06	CP	LENGTH OF EXTENSION REVISED
A	23/10/06	DGL	NEW REVISED LAYOUT
Client NEIL BANNISTER			
Project FLAT 1, 5 DENNING ROAD, HAMPSTEAD			
Section PROPOSED ROOF PLAN			
Designed	GSC	Drawn	DGL
Checked		Rev	B
Date	OCT. 06	Scale	1:100 ON A3 1:50 ON A1
Drawing No	7481/07		

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Consulting Engineers

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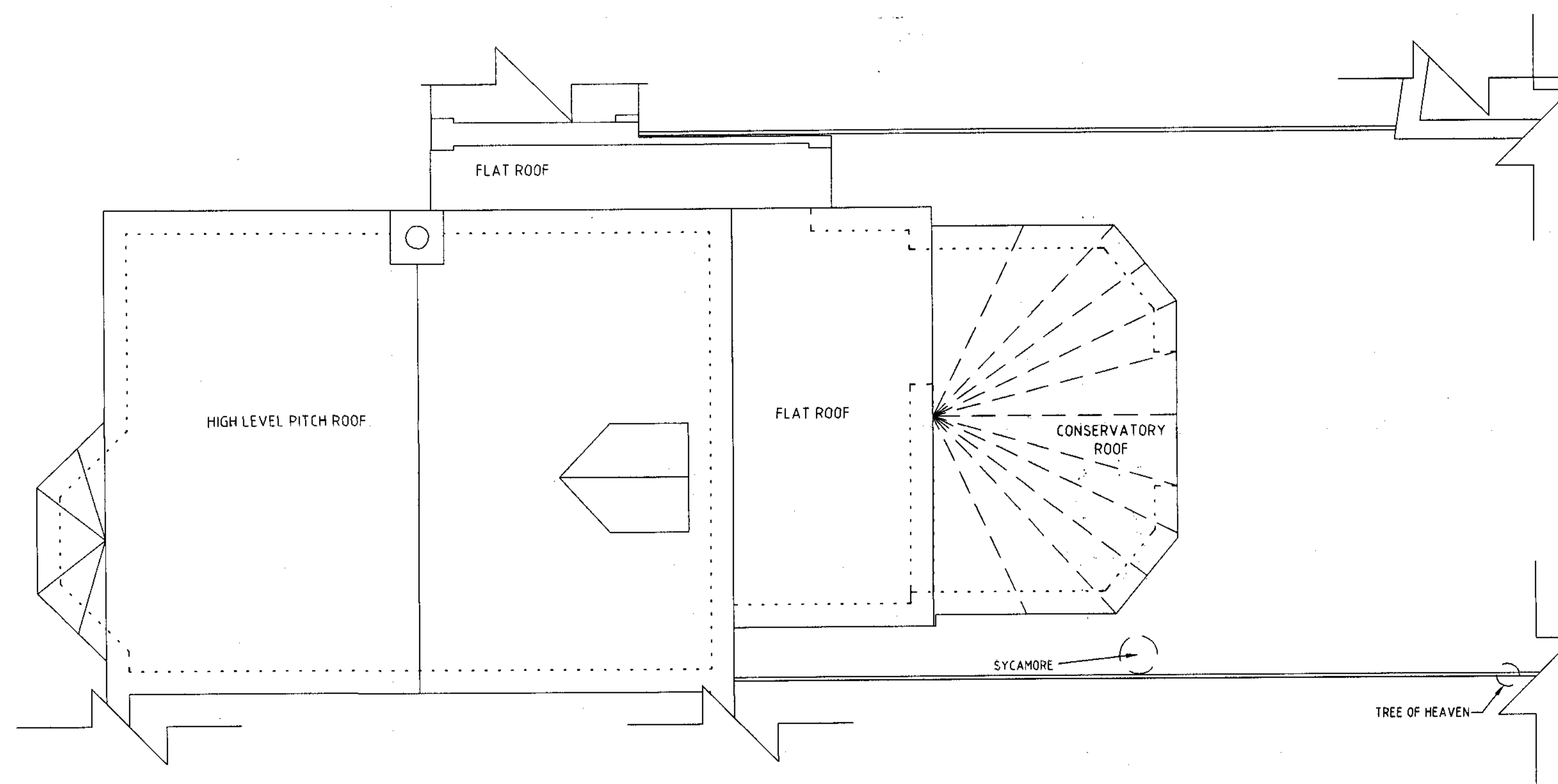
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A	19/12/06	CP	ALTERATIONS TO LENGTH OF EXTENSION	
Client NEIL BANNISTER				
Project FLAT 1, 5 DENNING ROAD, HAMPSTEAD				
Section EXISTING AND PROPOSED SECTIONS				
Designed		Drawn DGL	Checked	Rev A
Date SEP 06		Scale 1:100 ON A3 1:50 ON A1	Drawing No 7481/08	
PRIOR ASSOCIATES Consulting Engineers 1st Floor Offices S.T.R.F.C. Julius Martin Lane Soham Ely Cambs. CB7 5EQ Tel: 01353 722330 Fax: 01353 722351 email: mail@prior-associates.co.uk web site: www.prior-associates.co.uk				

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EXISTING ROOF PLAN
SCALE 1:50

20 DEC 2006

2006/4570/PR

A	18/12/06	CP	ROOF SIZE AMENDED FOLLOWING AMENDMENTS TO LAYOUT	
Client NEIL BANNISTER				
Project FLAT 1, 5 DENNING ROAD, HAMPSTEAD				
Section PROPOSED ROOF PLAN				
Designed GSC		Drawn DGL		Checked Rev A
Date OCT. 06		Scale 1:100 ON A3 1:50 ON A1		Drawing No 7481/09
PRIOR ASSOCIATES Consulting Engineers				
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