

DATED 22 October 2014

**BEDFORD AVENUE TRUSTEE LTD and
BEDFORD AVENUE TRUSTEE TWO LTD**
as Client

WATERMAN STRUCTURES LIMITED
as Consultant

DEED OF PROFESSIONAL APPOINTMENT
Structural and Geotechnical Engineer

relating to the redevelopment of 251-258 Tottenham Court Road
and
1 Bedford Avenue London



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PARTIES

- (1) **BEDFORD AVENUE TRUSTEE LTD** (a company incorporated in Jersey with registered number 114151) and **BEDFORD AVENUE TRUSTEE TWO LTD** (a company incorporated in Jersey with registered number 114202) both of 13-14 Esplanade, St Helier, Jersey JE1 1BD as trustees of **ONE BEDFORD AVENUE UNIT TRUST** including any person to whom the benefit of this Deed and/or any rights arising under it have been validly assigned under Clause 13.4 (the "**Client**")
- (2) **WATERMAN STRUCTURES LIMITED** (company no 02193976) whose registered office is at Pickfords Wharf Clink Street London SE1 9DG (the "**Consultant**")

BACKGROUND

- (A) The Client intends to carry out the Project.
- (B) The Client wishes to appoint the Consultant to perform the Services in connection with the Project.
- (C) The Client may wish to appoint a Contractor to carry out and complete the design and construction of the Project. The Client and the Consultant have agreed that if the Contractor is engaged on a design and build basis then the rights and obligations of the Client under this Deed shall be novated from the Client to the Contractor upon execution of the Building Contract.
- (D) The Client has relied and will continue to rely upon the Consultant's skill, care and diligence in respect of all matters covered by this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Additional Services**" means any services (outside the scope of the Basic Services) instructed by the Client pursuant to Clause 9.3.

"**Anti-Corruption Laws**" means together:

- (a) the Bribery Act 2010; and
- (b) any anti-corruption or anti-bribery laws and regulations now or from time to time in force in any jurisdiction which may apply to the Parties, or to the terms or implementation of this Deed.

"**Anti-Corruption Policies**" means policies and procedures designed to ensure compliance with Anti-Corruption Laws.

"**Basic Services**" means the services required to be performed by the Consultant in connection with the Project as set out in Schedule 3.

"**Brief**" means the document set out at Schedule 4 outlining the Client's requirements for the Project, as updated by the Client from time to time and notified to the Consultant.

"**Building Contract**" means a contract between the Client and a Contractor for the design (if applicable), demolition and construction of the Project, or any part of it, including any subsequent agreement varying or supplementing it.

"**business day**" means any day which is not a Saturday, Sunday or public or bank holiday in England.

"**CDM Co-ordinator**" means the person so named in Schedule 1 or any other person appointed by the Client to perform the functions of CDM co-ordinator under the CDM Regulations for the Project.

"**CDM Regulations**" means the Construction (Design and Management) Regulations 2007 (SI 320).

"**Confidential Information Undertaking**" means an undertaking in the form attached to this Deed at Schedule 12 (*Confidential Information Undertaking*) and executed or to be executed by the Consultant.

"**Construction Act**" means Part II of the Housing Grants, Construction and Regeneration Act 1996 as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009.

"**Consultant's Design Responsibility Matrix**" means the document set out in Schedule 2 which sets out the Consultant's design responsibilities.

"**Contractor(s)**" means any contractor appointed or to be appointed by the Client to carry out and complete the design (if applicable), demolition and construction of any part of the Project, or any part of it, including (where the context so admits) that Contractor's employees, agents and Sub-Contractors.

"**Development Agreement**" means the agreement relating to the development of the Site dated 24 September 2012 between Bedford Estates Nominees Limited and Woburn Estate Company Limited (1) Exemplar Properties (Bedford) Limited (2) and Exemplar Properties Limited (3).

"**Fee**" means the lump sum stated in Schedule 5 or any adjusted sum agreed under Clause 9.2 payable to the Consultant for the Services.

"**Freeholder**" means Bedford Estates Nominees Limited (company registration number 3743508) and Woburn Estate Company Limited (company registration number 1608381) both of whose registered offices are The Bedford Office, Woburn, Milton Keynes MK17 9PQ and any successors in title.

"**Funder**" means any person (acting on its own account and/or as agent and/or as trustee for others) who agrees to provide (directly or indirectly) any form of funding to the Client or a Group Company of the Client (by way of loan arrangements or otherwise) in connection with the Site or the carrying out of the Project or any part of it and shall include any person who agrees prior to completion of the Project to provide finance in connection with the purchase of the Project or any part of it.

"**Group Company**" means, in relation to a company, any company which is a subsidiary undertaking, or a parent undertaking, or another subsidiary undertaking

of a parent undertaking of that company ("subsidiary undertaking" and "parent undertaking" having the meanings ascribed to them by section 1162 of the Companies Act 2006).

"Guarantee Insurer" means any insurance company or other body which may at any time agree to provide insurance cover in respect of defects in the Works appearing after practical completion of the project under the Building Contract.

"Key Persons" means the persons so named in paragraph 2 of Schedule 1 or any replacement appointed under Clause 7.3 or Clause 7.4.

"Management Company" means any person who will be responsible for the management of the Site, or any part of the Site.

"Parties" means the parties to this Deed and **"Party"** means either of them.

"Programme" means the document provided or to be provided by the Client identifying the estimated time required for executing and completing each element of the Project and the Services, as may be updated by the Client from time to time in liaison with the Consultant, the Project Team and the Contractor.

"Project" means the proposed development of the Site as described in the Brief.

"Project Manager" means the person so named in Schedule 1 or any other person appointed by the Client to act in its place.

"Project Team" means collectively those consultants listed in paragraph 3 of Schedule 1 and any additional consultants (other than the Consultant) appointed or to be appointed (directly or indirectly) by the Client in connection with the Project.

"Proprietary Material" means all information and documentation (in printed, electronic or other format) and (if applicable) any designs contained in them prepared conceived or developed by or on behalf of the Consultant in the course of or as a result of carrying out the Services.

"Purchaser" means any purchaser of the Client's interest in the Site or any part of it.

"Scheme" means the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011(*SI 2011/2333*).

"Services" means together the Basic Services and any Additional Services.

"Site" means the site defined and described in Schedule 1, including any addition to or omission from it.

"Statutory Requirements" means any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Project or performance of any obligations under this Deed and any regulation or bye law of any local authority or statutory undertaker, and the requirements of every local competent or other authority and the requirements of any fire officer and of all codes of practice which has any jurisdiction with regard to the Project.

"Sub-Contractor" means a sub-contractor or supplier (of any tier) employed or engaged on or in connection with the Project or any part of it.

"Tenant" means any person who has entered into a lease or an agreement for the grant of a leasehold interest in the Site or any part of it.

"Work Stage" means any one of the stages into which the Services are divided as set out in Schedule 3 (*The Services*).

1.2 Interpretation

- 1.2.1 An obligation on a Party to do an act includes an obligation to procure that it is done.
- 1.2.2 If a Party is placed under a restriction in this Deed, the restriction includes an obligation on the Party not to permit the infringement of the restriction by any person.
- 1.2.3 References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- 1.2.4 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.
- 1.2.5 Words denoting natural persons shall include corporations and firms and all such words shall be constructed interchangeably in that manner.
- 1.2.6 The words and phrases "other", "include", "includes", "including" and "in particular" shall not limit the generality of the words preceding or succeeding them.
- 1.2.7 The Clause and paragraph headings in this Deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.2.8 Unless the contrary intention appears, references:
- (a) to defined terms are references to the relevant defined term in Clause 1.1;
 - (b) to numbered Clauses and Schedules are references to the relevant Clause in, or Schedule to, this Deed; and
 - (c) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.2.9 References in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments, regulations and codes of practice made pursuant to it.
- 1.2.10 If the Consultant is two or more persons, the expression "**Consultant**" includes the plural number and obligations in this Deed expressed or implied to be made with or by the Consultant are to be treated as made with or by such persons jointly and severally.

2 **CONSULTANT'S GENERAL OBLIGATIONS**

Appointment of the Consultant

- 2.1 The Client appoints the Consultant to perform the Services in accordance with and subject to the terms of this Deed within Work Stage 1.
- 2.2 If the Client (at its own option and discretion) elects to require the Consultant to perform the Services within any of Work Stages 2 – 8 the Client shall give the Consultant a notice to proceed and the Consultant shall perform the Services within such Work Stages in accordance with and subject to the terms of this Deed.
- 2.3 It is acknowledged and agreed that the Client shall be under no obligation to the Consultant in respect of any of Work Stages 2 – 8 unless and until it has issued a notice to proceed in respect of the relevant Work Stages. The Consultant acknowledges that it shall have no claim for loss of profit, loss of contract or otherwise against the Client in the event that the Client does not require the Consultant to perform the Services within any of Work Stages 2 – 8. If no notice to proceed is issued the Consultant's sole entitlement shall be payment for the Services actually carried out within Work Stage 1.

Performance of the Services

- 2.4 The Consultant shall comply with all instructions and directions given to it by the Client or by the Project Manager on the Client's behalf on any matter connected with the Project, save that if in the performance of the Services the Consultant has a discretion exercisable as between the Client and any other person, the Consultant shall exercise its discretion fairly and impartially.
- 2.5 The Consultant warrants to the Client that it has exercised and will continue to exercise, in the performance of the Services, all the reasonable skill, care and diligence to be expected of a qualified and competent person experienced in the provision of services of a like nature to the Services in respect of projects of a similar size, scope, nature and complexity to the Project.
- 2.6 The Consultant shall perform the Services with reference to and in compliance with the Brief. The Consultant shall notify the Client without delay if it considers that any changes to the Brief are necessary or desirable in the interests of the Project.
- 2.7 The Consultant warrants to the Client that:
- (a) it will comply with the Statutory Requirements in performing the Services;
 - (b) no act, omission or default of the Consultant in relation to the Services shall constitute, cause or contribute to a breach by the Client of its obligations in relation to the Statutory Requirements;
 - (c) the design carried out by it for the Project complies and will comply and will enable the Client to comply with the Statutory Requirements;
 - (d) the Consultant shall in the performance of the Services take account of any reasonably foreseeable change in any of the Statutory Requirements that is relevant to or may affect the performance of the Services or the performance or use of, or ability to occupy the completed Project. For the purposes of this Deed, a reasonably foreseeable change includes a change in a Statutory Requirement published in or arising in whole or in part from

the contents of any green paper, white paper, Government department consultation or draft statutory instrument at the date of this Deed; and

- (e) it will liaise and co-operate as necessary with the technical adviser appointed by the Guarantee Insurer and provide to the technical adviser such documents and information as they may reasonably require.

2.8 The Consultant warrants to the Client that:

- (a) neither it nor any of its officers, employees, agents or sub-contractors has done, or permitted to be done, or will do or permit to be done, anything which:
 - (i) is in breach, or is likely to have been in breach, of any Anti-Corruption Laws; or
 - (ii) will result, or is likely to result, in the Client being in breach of any Anti-Corruption Laws; and
- (b) it shall comply, and shall procure compliance by each of its officers, employees, agents and sub-contractors, with any Anti-Corruption Policies implemented by the Client and made known to the Consultant.

2.9 The Consultant shall provide, or procure the provision of, such documentation or other information as the Client may from time to time request to satisfy itself that the Consultant has complied with its obligations under Clause 2.8.

2.10 The Consultant shall keep the Client and the Project Manager fully informed as to the progress and performance of the Services and shall provide the Client and the Project Manager with all such other information in connection with the Project as the Client and the Project Manager may reasonably require.

2.11 The Consultant shall collaborate with the Project Team in the exchange of design and other specific information in connection with the Project in the manner described in the Brief.

2.12 The liability of the Consultant under this Deed shall not be released, diminished or in any other way affected by:

- (a) the appointment by the Client of any person to survey the Site or to monitor the carrying out of the Project or to inspect any documents relating to them on behalf of the Client or the failure to appoint such a person;
- (b) any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Client; or
- (c) any other independent inquiry into any relevant matter which the Client may make or fail to make.

2.13 Nothing in this Clause 2 or in Clause 2.14 shall preclude the exercise of independent skill and judgment by the Consultant in the performance of the Services.

2.14 The Consultant shall perform the duties ascribed to it under, and undertakes to the Client that no act, omission or default of the Consultant in performing the Services shall constitute, cause or contribute to a breach by the Client of its obligations

under the Development Agreement or under any other agreement or consent connected with the Site and/or the Project to which the Client is party or any deeds, documents, rights, easements, exceptions, reservations and covenants (restrictive or otherwise) affecting title to the Site provided that copies (or relevant extracts) of such documents have previously been provided by the Client to the Consultant. In particular, the Consultant shall ensure that all design material produced by it pursuant to this Deed complies and conforms with the Approved Scheme (and/or the Approved Planning Scheme, as appropriate) the Satisfactory Planning Permission, the Relevant Consents, the Planning Agreements, (each as defined in the Development Agreement) the Statutory Requirements, and the Brief.

2.15 The Consultant shall notify the Client or the Project Manager without delay if the Consultant considers that any changes to the Brief are necessary or desirable in the interests of the Project.

2.16 If copies or relevant extracts of any documents referred to in Clause 2.14 are provided to the Consultant after the date of this Deed and necessitate or result in a material increase in the work required of the Consultant, any such additional work shall be treated as Additional Services.

3 **OBLIGATIONS SPECIFIC TO CONSULTANT'S PROFESSIONAL DISCIPLINE**

3.1 The Consultant warrants to the Client that it has not specified or authorised for use, will not specify or authorise for use and will not knowingly permit the use in the Project of:

(a) any of the materials identified as potentially hazardous in the British Council for Offices publication *Good practice in the selection of construction materials* (current edition), other than in accordance with the recommendations as to good practice contained in section 2 of that publication; or

(b) any other material (or the use of which as specified by the Consultant) which does not comply with current relevant British Standard specifications, codes of practice and good building practice current at the time of specification or is otherwise generally known within the Consultant's profession at the time of specification to be deleterious or harmful to health or to the durability of the Project in the circumstances in which it is proposed to be used.

3.2 The Consultant shall notify the Client without delay if it becomes aware of any proposed or actual use in the Project of any material otherwise than in accordance with Clause 3.1.

3.3 The Consultant shall work in close co-operation with the other members of the Project Team in accordance with the division of responsibilities set out in Clause 3.4 below and Schedule 2 (*Consultant's Design Responsibility Matrix*) with the objective that:

(a) all activities and processes listed in the Consultant's Design Responsibility Matrix are satisfactorily completed;

(b) the design of the Project is properly integrated;

(c) the design of the Project has a gross external area of not less than 95,000 sq. ft;

- (d) the Project is able to proceed efficiently and in accordance with the Programme; and
- (e) the cost of executing the Project will not exceed any relevant limit stated in the Brief or otherwise notified to the Consultant.

3.4 For those items in the Consultant's Design Responsibility Matrix marked "L", "D" or "A" against the Consultant's discipline the Consultant shall take responsibility as follows:

- (a) the Consultant shall lead, manage and co-ordinate the Project Team to complete each specific activity or process marked "L", seeking input from the other Project Team members by reference to their respective disciplines;
- (b) the Consultant shall design, draw and specify each item marked "D", in the appropriate form (be it reports, drawings specification schedules or otherwise) seeking advice and information from the other Project Team members by reference to their respective disciplines but maintain responsibility for the accuracy of the relevant information;
- (c) the Consultant shall provide advice and/or information to the Project Team for each item marked "A", in order to facilitate satisfactory completion of the specific activity or process; and
- (d) the Consultant shall, for each item marked "M", manage the activities or processes of the Project Team in the production of the information etc. managed and co-ordinated by the parties responsible for each item marked "L" in the context of and in contribution to the overall scheme.

4 **CDM REGULATIONS**

4.1 The Consultant shall comply with all the obligations imposed on it as a "designer" under the CDM Regulations insofar as they apply to the Project and shall co-operate with and provide information to the CDM Co-ordinator, the Project Team, the Contractor and Sub-Contractors as necessary to enable them to comply with their respective obligations under the CDM Regulations in relation to the Project.

4.2 The Consultant warrants that it has the necessary competence and has allocated or, as appropriate, will allocate adequate resources to comply with its obligations under this Clause 4.

5 **THIRD PARTIES**

5.1 The Consultant shall, as required by the Client, liaise and co-operate with the Freeholder, any Funder, any Purchaser, any Management Company, any Tenant, and prospective Tenant and any other person who has or may acquire an interest in the whole or any part of the Site and/or the Project (and their respective representatives) and provide them with all such information in connection with the Project as they may reasonably require. The Consultant shall notify the Client of any matter arising in the course of or relating to the Services which may materially affect the respective interests of any such persons in the Site or the Project.

5.2 The Consultant agrees that pursuant to the Contracts (Rights of Third Parties) Act 1999 the Freeholder shall be entitled to enforce for its benefit any of the provisions

set out in Schedule 6 (*Third Party Rights Schedule (Freeholder)*) from the date of this Deed.

- 5.3 The Consultant agrees that, pursuant to the Contracts (Rights of Third Parties) Act 1999, with effect from the date of issue to the Consultant of a notice (in substantially the form set out in Schedule 7 (*Form of notice vesting rights in third party*)) confirming the identity of the third party, the nature of its interest in the Site or the Project and whether such third party has the benefit of paragraph 3 (*Obligations prior to determination of the Consultant's engagement*) and paragraph 4 (*"Step-in" right*) of Schedule 8 (*Third Party Rights Schedule*):
- (a) any Tenant and/or Management Company and/or or Purchaser shall be entitled to enforce for its benefit any of the provisions set out in Schedule 8 (*Third Party Rights Schedule*) (other than paragraph 3 (*Obligations prior to determination of the Consultant's engagement*), paragraph 4 (*"Step-in" right*)); and
 - (b) any Funder shall be entitled to enforce for its benefit any of the provisions set out in Schedule 8 (*Third Party Rights Schedule*), save that paragraph 8 of Schedule 8 (net contribution) shall not apply.
- 5.4 If a Tenant, Purchaser or Management Company is unwilling to rely on the provisions of Clause 5.3(a) and the applicable provisions of Schedule 8 (*Third Party Rights Schedule*) the Consultant shall, within 14 days of the Client's request to do so, execute and deliver to the Client a deed of collateral warranty in favour of such Tenant, Management Company or Purchaser in equivalent terms to the applicable provisions of Schedule 8 (*Third Party Rights Schedule*).
- 5.5 If a Funder is unwilling to rely on the provisions of Clause 5.3(b) and Schedule 8 the Consultant shall, within 14 days of the Client's request to do so, execute and deliver to the Client a deed of collateral warranty in favour of such Funder in equivalent terms to the applicable provisions of Schedule 8 (*Third Party Rights Schedule*) amended so that the payment undertaking set out in the Annex to that Schedule is combined with the step-in provisions set out in paragraph 4 (*"Step-in" right*) of that Schedule 8 (*Third Party Rights Schedule*).
- 5.6 For the purpose of section 2 of the Contracts (Rights of Third Parties) Act 1999, the right of either Party:
- (a) to terminate the Consultant's engagement under this Deed;
 - (b) to agree to rescind, amend or otherwise vary or waive any of the terms of this Deed (other than the terms of this Clause 5.3 or of Schedule 8 as relevant); or
 - (c) to settle any dispute under or in relation to this Deed,
- shall not be subject to the consent of the Freeholder or of any Funder, Purchaser or Tenant in their capacity as identified third parties under this Clause 5 (*Third parties*).
- 5.7 Any Group Company of the Client may in its own name enforce any term of this Deed.
- 5.8 Save as set out in this Clause 5 (*Third parties*), Clause 13.6 and Clause 13.7, it is not intended that any third party should have the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

6 THE CLIENT'S OBLIGATIONS

- 6.1 The Client shall, if requested by the Consultant, supply to the Consultant in a reasonable time (having regard to the time and nature of the request) any necessary and relevant data and information in the possession of the Client, or which may only be obtained by the Client.
- 6.2 The Client shall provide or shall request the Project Team and the Contractor to provide the Consultant with such assistance as the Consultant may reasonably require in the performance of the Services.
- 6.3 Nothing in Clause 6.1 or Clause 6.2 shall limit the Consultant's obligation to liaise directly with the Project Team, the Contractor and its Sub-Contractors in order to procure the production of information properly to be supplied by them to the Consultant.
- 6.4 The Client shall not be liable for any inaccuracy or discrepancy in data or information supplied to the Consultant under Clause 6.1 or Clause 6.2.
- 6.5 The Consultant shall review all data and information provided to it by the Client under Clause 6.1 or Clause 6.2 and shall inform the Client without delay if (exercising the skill, care and diligence required by Clause 2.5) it becomes aware of any inaccuracy in such data or information.
- 6.6 The Client shall give its comments, decisions and instructions on any matter properly referred to the Client by the Consultant in a reasonable time (having regard to the time and nature of the request).

7 CONSULTANT'S TEAM

- 7.1 The Consultant shall in the performance of the Services engage competent, skilled and honest personnel who are suitably qualified and experienced in the tasks that they are required to perform.
- 7.2 The Consultant shall ensure that the Key Persons are available at such times and for as long as may be necessary, and shall devote such time and attention as may be necessary, to ensure the proper performance by the Consultant of the Services.
- 7.3 The Consultant shall not replace any of the Key Persons without the prior approval of the Client (such approval not to be unreasonably withheld or delayed) and shall only replace a Key Person with a person approved by the Client (such approval not to be unreasonably withheld or delayed). Other than in cases of emergency, the Consultant shall ensure that there is an appropriate handover period between the person being replaced and their replacement.
- 7.4 The Client may, after consultation with the Consultant, request the removal of any person engaged in the performance of the Services if, in the Client's reasonable opinion, the performance or conduct of such person is or has been unsatisfactory and the Consultant shall promptly replace him with a person approved by the Client (such approval not to be unreasonably withheld or delayed). The Client shall in no circumstances be liable either to the Consultant or to any such personnel in respect of any cost, expenses, liability, loss or damage occasioned by such removal.

8 REMUNERATION

- 8.1 The Client shall pay the Consultant the Fee as full remuneration for the Services provided that it is a condition precedent to the Consultant's entitlement to be paid

for performance of the Services in a particular Work Stage that the Consultant has received a written instruction from the Client in accordance with Clause 2.3 to commence the Services within such Work Stage.

8.2 The Fee shall be paid by instalments as provided in Schedule 5 and in accordance with the provisions of Clauses 8.3 to 8.8, provided that:

(a) the Client shall be entitled to make a fair and reasonable adjustment to the amount and/or timing of such instalments to reflect any significant delay to the Project or the performance of the Services; and

(b) subject to Clause 9.2 the Consultant's total entitlement to payment for all Services within a Work Stage shall not in any event exceed the amount allocated to such Work Stage in paragraph 2 of Schedule 5.

8.3 The due date for payment of each instalment shall be the respective date stated in Schedule 5 (as adjusted, if applicable, by the Client pursuant to Clause 8.2). Not later than five days after the due date, the Consultant shall submit to the Client's Project Manager an invoice specifying the sum which the Consultant considers to be due to him under this Deed as at the due date (including, if applicable, any adjustments arising under Clause 9.2 and/or Clause 9.3) and the basis on which such sum has been calculated, together with value added tax, less any sums previously paid by the Client. Invoices shall comply with Regulations 13 and 14 of the Value Added Tax Regulations 1995 (SI 2518) and shall be supported by all such documents, vouchers and receipts as may be necessary for computing and verifying them. The Consultant's invoice shall be the payment notice required by Section 110A(1) of the Construction Act.

8.4 All invoices submitted by the Consultant shall be addressed to:

Bedford Avenue Trustee Ltd and Bedford Avenue Trustee Two Ltd c/o GVA Second London Wall, 80 Cheapside, London EC2V 6EE.

8.5 If the Consultant fails to comply with Clause 8.3, he shall be deemed to have submitted a payment notice which complies with Section 110A(3) of the Construction Act specifying a sum due of zero. For the avoidance of doubt this shall not preclude the Consultant from including the sum which he considers to be due to him in any future invoice submitted by him under this Deed.

8.6 If the Client intends to pay less than the amount specified as due in any invoice submitted by the Consultant in accordance with Clause 8.3, he shall give to the Consultant a notice of his intention to do so, specifying the sum that he considers to be due to the Consultant as at the date such notice is given and the basis on which such sum has been calculated. Such notice (which shall be the "pay less" notice referred to in Section 111(3) of the Construction Act) may not be given before the due date and must be given not later than three days before the final date for payment of the relevant instalment.

8.7 The Client shall pay to the Consultant the amount specified as due in any invoice submitted by the Consultant in accordance with Clause 8.3 (or, if less, the amount specified in the Client's notice under Clause 8.6) on or before the final date for payment, which shall be 33 days after the due date.

8.8 If the Client fails to pay any amount (or any part of an amount) properly due to the Consultant under this Deed by the final date for payment under Clause 8.7 and such failure continues for five business days after the Consultant has given to the Client written notice of its intention to suspend performance of its obligations under

this Deed and the ground or grounds on which he intends to suspend performance, the Consultant shall be entitled (without limiting any other right or remedy of the Consultant) to suspend performance of any or all of those obligations until the outstanding amount is paid in full. Any period during which performance is validly suspended under this Clause 8.8 shall be disregarded in computing the time taken by the Consultant to complete any of the Services affected by the suspension. The Consultant shall be entitled to a reasonable amount in respect of costs and expenses properly and reasonably incurred by it as a result of the valid exercise of its right under this Clause 8.8 and such amount shall be added to the next instalment due to the Consultant under this Deed.

8.9 Any amount properly due to the Consultant under this Deed which is not paid by the final date for payment under Clause 8.7 shall carry interest at the rate of 2% above the base rate from time to time of the Bank of England for the period between the final date for payment and the date on which payment is made.

8.10 Where the Late Payment of Commercial Debts (Interest) Act 1998 applies, if the rate of interest referred to in Clause 8.9 is held not to be a substantial remedy within the meaning of section 9 of that Act, there shall be substituted for the rate referred to in Clause 8.9 such higher rate of interest as is necessary to ensure that it is a substantial remedy for the purposes of that Act.

9 **ADJUSTMENTS TO THE FEE AND ADDITIONAL SERVICES**

9.1 Subject to Clause 9.3 and Clause 17.2, the Fee shall be deemed to be inclusive payment for the Services and all other matters relating to this Deed and for all costs, disbursements, expenses and overheads incurred by the Consultant in connection with the Project, except for those items listed in paragraph 3 of Schedule 5 which (if properly and necessarily incurred by the Consultant in connection with the Project with the prior approval of the Client) shall be reimbursed to the Consultant at cost.

9.2 If the scope of the Project or of the Basic Services is materially altered in accordance with the Client's requirements, the Client and the Consultant shall agree a fair and reasonable adjustment to the Fee (and a consequential adjustment to the instalments set out in Schedule 5) to reflect any material increase or decrease in the work required of the Consultant resulting from the alteration, provided that any delay to the Project or to the performance of the Services shall not in itself be considered a material alteration to the scope of the Project.

9.3 In addition to the Basic Services, the Consultant shall perform any Additional Services in relation to the Project which are within the Consultant's professional competence and which the Client may reasonably instruct. Subject to Clause 9.4 and Clause 9.5, the Client shall pay an additional fee to the Consultant in respect of any Additional Services so instructed, the amount and timing of payment of which shall be agreed between the Parties or (if the Client in its sole discretion decides) calculated by reference to the hourly rates set out in paragraph 4 of Schedule 5.

9.4 It is a condition precedent to the Consultant's right to payment for the performance of any Additional Services that, prior to commencing any Additional Services, it shall:

- (a) notify the Client that it intends to seek additional payment in respect of its performance of such Additional Services;
- (b) provide to the Client its best estimate of such additional payment sought; and

- (c) obtain the Client's written instruction to commence such Additional Services, the Client's written agreement to the amount of the additional fee for such Additional Services (or the Client's written agreement that the additional fee is to be calculated by reference to the hourly rates in paragraph 4 of Schedule 5)) and the agreed timescale for delivery of such services.

9.5 Notwithstanding Clause 9.2 and Clause 9.3, the Consultant shall not be entitled to any increase in the Fee nor to any additional payment to the extent that the need for such extra work and/or Additional Services results from any negligence, omission or default on the part of the Consultant in the performance of its obligations under this Deed.

10 **INSURANCE**

10.1 Without limiting its other obligations under this Deed or otherwise at law, the Consultant shall effect and maintain:

- (a) professional indemnity insurance to cover its professional liability under this Deed, with a limit of indemnity of not less than £10,000,000 in respect of each and every claim (with separate annual aggregate limits of £10,000,000 in respect of claims arising out of pollution and/or contamination and of £1,000,000 in respect of claims arising out of asbestos) provided that such insurance continues to be generally available in the European Union market on reasonable terms and at commercially reasonable premium rates to consultants performing services substantially similar to the Services. Any additional premium required by the insurers by reason of the Consultant's own claims record or other acts or omissions or matters or things peculiar to the Consultant shall be deemed to be within commercially reasonable premium rates; and
- (b) for the duration of this Deed, public liability insurance with a limit of indemnity of not less than £10,000,000 for any one occurrence or series of occurrences arising out of any one event (with separate annual aggregate limits in respect of claims for pollution or contamination and products liability) in respect of any negligence, error, omission or default on the part of the Consultant in the performance of its obligations under this Deed.

10.2 The insurance referred to in Clause 10.1 will:

- (a) be subject only to such conditions and excesses as may be usual in the European Union market at the time;
- (b) be provided by insurers licensed to carry on insurance business in the United Kingdom; and
- (c) be maintained from the date of this Deed and for a period expiring not less than 12 years after the completion of the Services and notwithstanding the expiry or termination of the Consultant's engagement under this Deed.

10.3 As and when reasonably required to do so by the Client, the Consultant shall produce documentary evidence that the insurance required by this Clause 10 is being properly maintained.

10.4 The Consultant shall promptly notify the Client if at any time it is unable to obtain insurance as required by this Clause 10 on reasonable terms and at commercially reasonable premium rates or at all or if there is any material reduction in the scope

or level of cover offered by such insurance. In this event the Consultant shall continue to maintain insurance on such terms and with such a limit of indemnity as may then be available to the Consultant.

11 THE PROPRIETARY MATERIAL

- 11.1 The copyright in the Proprietary Material shall remain vested in the Consultant, but the Consultant grants to the Client an irrevocable royalty-free and non-exclusive licence to use and to copy and use the Proprietary Material and to reproduce the designs and content of them for any purpose connected with the Project and/or the Site, including (without limitation) the construction, completion, maintenance, letting, sale, promotion, advertisement, alteration, extension, refurbishments reinstatement and repair of the Site.
- 11.2 The licence referred to in Clause 11.1 shall carry the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the termination (for any reason) of the Consultant's engagement under this Deed.
- 11.3 The Consultant agrees not to assert as against the Client or any third party and to waive any moral rights it may have pursuant to Section 80 of the Copyright, Design & Patents Act 1988 in connection with any of the Proprietary Material and shall procure that its servants, agents, sub-contractors and employees shall similarly not assert and shall waive any such moral rights to which they may be entitled.
- 11.4 The Consultant confirms to the Client that it has not infringed and shall not knowingly infringe any copyright or other intellectual property or design rights of any third party in relation to the Project including, without limitation, by copying wholly or substantially the work of any third party.
- 11.5 The Consultant shall not be liable for any use of the Proprietary Material for any purpose which is inconsistent with that for which it was prepared by the Consultant.
- 11.6 The Consultant shall on request provide the Client (and any other consultants appointed by the Client) with copies of the Proprietary Material reasonably required for the purposes of the Project.
- 11.7 Notwithstanding that the copyright in the Proprietary Material remains vested in the Consultant, the Consultant shall not without the prior consent of the Client be entitled to use the Proprietary Material so as to design any building or structure similar in overall design, appearance or features to the Project, nor shall it be entitled to use the Proprietary Material for any purpose connected with the Site other than for the purposes of this Deed and the completion of the Project (notwithstanding the expiry or termination of its engagement under this Deed or the abandonment of the Project by the Client).

12 CONFIDENTIALITY

- 12.1 The Consultant shall (if it has not already done so) upon execution of this Deed, sign an undertaking in the form of the Confidential Information Undertaking and deliver this forthwith to the Client.

13 ASSIGNMENT, SUB-LETTING AND NOVATION

- 13.1 The Consultant shall not assign its interest in this Deed or any part of it, nor any right arising under it, to any person without the prior consent of the Client.

- 13.2 The Consultant shall not, without the prior consent of the Client, sub-contract the performance of any of the Services or authorise the appointment of any specialist consultant or Sub-Contractor to design any element of the Project falling within the Consultant's Scope. No appointment under this Clause 13.2 shall in any event be made unless the Consultant has first confirmed to the Client in writing that, in its reasonable opinion, such specialist is in all respects qualified and competent to carry out such design.
- 13.3 The Consultant shall be fully responsible for any work sub-contracted by it as if it had performed such work itself.
- 13.4 The Client may at any time assign the benefit of this Deed and any rights under it on notice to the Consultant without the consent of the Consultant being required to:
- (a) any Funder and/or any Group Company and/or to any limited partnership, joint venture or similar vehicle set up by the Client (or by a Group Company) which acquires an interest in the Project or the Site or any part of it (on an unlimited number of occasions); and/or
 - (b) any other person who acquires an interest in the Project or the Site (subject to a maximum of two such assignments).
- 13.5 If the Client so requires, the Consultant shall, within 14 days of the Client's request, execute and deliver to the Client a deed of novation in substantially the same form as that set out in Schedule 10 which the Consultant hereby authorises the Client to complete at substantially the same time as the Building Contract.
- 13.6 Upon completion of the deed of novation to which Clause 13.5 refers:
- (a) the rights set out in Schedule 8 shall vest in the original 'Client' named in this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 (save that paragraph 8 of Schedule 8 (net contribution) shall not apply) or if applicable any replacement Client following the completion of a deed of novation to a new client as referred to in Clause 13.7;
 - (b) all references to the Client in this Deed shall (unless the context otherwise requires) be construed as references to the Contractor; and
 - (c) the Consultant shall have due regard to any obligations on the part of the Contractor contained in the Building Contract and shall perform the Services (exercising all the skill, care and diligence referred to in Clause 2.5) in such manner and at such times that no act, omission or default by the Consultant shall constitute, cause or contribute to any breach by the Contractor of any such obligations.
- 13.7 The Consultant shall, within 14 days of the Client's request, execute and deliver to the Client a deed of novation in the form set out in Schedule 11 in favour of any Group Company of the Client and/or any limited partnership or similar vehicle set up by the Client or any Group Company of the Client and/or the Freeholder. Upon the completion of the deed of novation to which this Clause refers, the rights set out in Schedule 8 shall vest in the original "Client" named in this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 (save that paragraph 8 of Schedule 8 (net contribution) shall not apply).

14 TIME FOR PERFORMANCE

- 14.1 The Consultant shall perform the Services regularly and diligently and (subject to Clause 14.2) in accordance with the Programme and so as to enable the Project to proceed in accordance with the Programme.
- 14.2 If at any time the Consultant is prevented or delayed in the performance of the Services for any reason, it shall promptly so notify the Client giving the specific reason for the delay or prevention, together with its best estimate of its effect on the Programme. In such circumstances the Consultant shall use all reasonable endeavours to resume and expedite the Services as soon as practicable. The Consultant shall not be treated as being in breach of this Deed to the extent that it is delayed in the performance of the Services for reasons beyond its reasonable control.

15 TERMINATION OR SUSPENSION BY CLIENT

- 15.1 The Client may at any time, by not less than 28 days' prior notice to the Consultant, terminate the Consultant's engagement under this Deed or the performance of any part of the Services.
- 15.2 In the event of a material breach by the Consultant of its obligations under this Deed which the Consultant fails to remedy within 7 days after receiving a notice from the Client specifying the breach and requiring its remedy, the Client may by notice to the Consultant immediately terminate the Consultant's engagement under this Deed.
- 15.3 If an insolvency event occurs in respect of the Consultant or the Consultant is in breach of Clause 2.8 the Client may by notice to the Consultant immediately terminate the Consultant's engagement under this Deed.
- 15.4 The Client may at any time, by notice to the Consultant, require the Consultant immediately to suspend performance of the whole or any part of the Services.
- 15.5 If the Client requires the Consultant to suspend the performance of the whole or substantially the whole of the Services under Clause 15.4, the Client may at any time within a period of 12 months from the date of such notice require the Consultant to resume performance of the Services. In that event the Consultant shall, as soon as reasonably practicable, resume performance of the Services in accordance with this Deed and any payment made under Clause 17.2 shall rank as payment on account towards the payments to be made to the Consultant under this Deed. If the Client does not require the Consultant to resume the performance of the Services within the period of 12 months referred to in this Clause 15.5, then either Party may thereafter by notice to the other terminate the Consultant's engagement under this Deed.
- 15.6 The Client may (in its absolute discretion) instruct any other person to carry out any or all of the Services in place of or in addition to the Consultant at any time without the prior consent of the Consultant.

16 **TERMINATION BY CONSULTANT**

In the event of a material breach by the Client of its obligations under this Deed which the Client fails to remedy within 28 days after receiving a notice from the Consultant specifying the breach and requiring its remedy, the Consultant may by notice to the Client immediately terminate the Consultant's engagement under this Deed.

17 **CONSEQUENCES OF TERMINATION OR SUSPENSION**

17.1 On termination of the Consultant's engagement under Clause 15 or Clause 16 or on suspension of the whole of the Services under Clause 15.2, the Consultant shall take immediate steps to bring the Services to an end in an orderly manner (but with all reasonable speed and economy) and shall within 14 days deliver to the Client all the Proprietary Material (whether in the course of preparation or completed) provided that the Consultant shall be entitled to retain copies of them.

17.2 If the Consultant's engagement is terminated or the performance of the whole of the Services is suspended, the Client shall (subject to any withholdings, deductions or set-offs which the Client is entitled to make and to Clause 17.3, Clause 17.4 and Clause 17.6):

- (a) pay to the Consultant any instalments of the Fee and any other amounts arising under this Deed which have already accrued due prior to the date of termination or suspension, plus a fair and reasonable proportion of the next instalment of the Fee to which the Consultant would otherwise be entitled having regard to the extent of the Services performed up to the date of termination or suspension, less the amount of any payments previously made by the Client to the Consultant under this Deed; and
- (b) in the event of a termination (but not of a suspension), reimburse to the Consultant the direct costs wholly and necessarily incurred by the Consultant resulting from the termination, provided that such termination and such costs have not arisen through any negligence, omission or default on the part of the Consultant.

17.3 Any amount payable under Clause 17.2 shall be subject to the invoicing and payment provisions in Clause 8.3 to Clause 8.8. The due date for payment of such amount shall be 14 days after the date of termination or suspension (as the case may be).

17.4 Where termination arises from the Consultant's breach of this Deed or an insolvency event relating to the Consultant, the Client may employ and pay other persons to carry out and complete the Services and until completion of the Services by such other persons the Client shall be under no obligation to make further payment to the Consultant save in respect of any sum due under this Deed the final date for payment of which falls prior to the date of termination and in respect of which no effective notice has been given under Clause 8.6. Upon completion of the Services the Client shall ascertain and notify to the Consultant the proper costs of completing the Services (including without limitation any loss and/or damage properly incurred by the Client as a result of the termination) and if such amounts when added to the monies paid to the Consultant prior to the date of termination exceed the total amount of the Fee which would have been paid to the Consultant on due completion of the Services, the amount of such excess shall be a debt payable to the Client by the Consultant in accordance with Clause 8 (*Remuneration*).

- 17.5 On termination or suspension of the Consultant's engagement for whatever reason, the Client shall not (except as exclusively set out in Clause 17.2) be liable to the Consultant for any loss of profit, loss of contracts or other costs, losses and/or expenses incurred by the Consultant in connection with such termination or suspension.
- 17.6 Termination of the Consultant's engagement for whatever reason shall not (subject to Clause 17.4) limit the rights and remedies of either Party in relation to any negligence, omission or default of the other Party occurring prior to the termination.
- 17.7 The provisions of this Deed shall continue to bind the Parties for as long as may be necessary to give effect to their respective rights and obligations under it.

18 MISCELLANEOUS

- 18.1 All additions, amendments and variations to this Deed shall be binding only if in writing and signed by the duly authorised representatives of the Parties.
- 18.2 This Deed supersedes any previous agreement or arrangement between the Parties in relation to the Services (whether oral or written) and represents the entire understanding between the Parties in relation to the Services.
- 18.3 The Consultant warrants to the Client that it has not entered into this Deed in reliance upon any antecedent or collateral representations, undertakings or promises of any nature whatsoever made by or on behalf of the Client. The Parties agree that any statements, representations or warranties made or given by either Party during the course of negotiations which do not form part of this Deed are withdrawn, overridden and of no legal effect and that the Parties shall not be entitled to rely upon nor make any claim in law in relation to them.
- 18.4 Notwithstanding the date of this Deed, it shall have effect as if it had been executed on the actual commencement of the Services by the Consultant.
- 18.5 If any provision of this Deed shall be found to be ineffective, inoperable or unenforceable for any reason it shall be deemed to be deleted and the remaining provisions of this Deed shall continue to have full force and effect.
- 18.6 The Consultant's total liability to the Client for any breach of its obligations under this Deed, whether arising in contract, in tort, for breach of statutory duty or otherwise, shall be limited to £10,000,000 in respect of each such breach, provided that this limit of liability shall not apply in relation to the following:
- (a) death or personal injury caused by the Consultant or any person for whom the Consultant is responsible;
 - (b) fraud, fraudulent misrepresentation or wilful default on the part of the Consultant or any person for whom the Consultant is responsible;
 - (c) breach by the Consultant of its obligations under Clause 11;
 - (d) breach of statutory duty;
 - (e) claims by the Client for additional costs incurred by it in completing the Project consequent on the termination of the Consultant's engagement under this Deed due to the Consultant's negligence, omission or default; and

(f) any interest payable to the Client arising out of or under this Deed.

19 **TERRORISM**

19.1 The Consultant is not responsible under this deed 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 the Consultant shall have no liability under or in connection with this deed 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 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.

19.2 In this clause 22 "Terrorism" shall mean any act or acts including but not limited to:

19.2.1 the use or threat of force and/or violence; and/or

19.2.2 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.

20 **NOTICES**

20.1 Any notice or other communication required under this Deed shall be in English in writing and delivered by hand or sent by recorded delivery to the relevant Party at its address or number and for the attention of the individual set out in Schedule 1 (or as otherwise notified in accordance with Clause 20.2).

20.2 A Party may notify the other Party of a change to its details specified in Clause 20.1. The new address shall take effect as against the other Party five business days after receipt of that notice or on such later date as may be specified in the notice.

20.3 Without evidence of earlier receipt, communications complying with Clause 20.1 are deemed received:

(a) if delivered by hand, at the time of delivery, unless deemed receipt would occur after 5.00pm on a business day, or on a day which is not a business day, in which case deemed receipt will be at 9.00am on the next business day; or

(b) if sent by recorded delivery, at 9.00am on the second business day after posting.

20.4 If a person for whose attention communications must be marked or copied has been specified in Schedule 1, a communication will be effective only if it is marked for that person's attention or copied to that person (as the case may be).

20.5 This Clause does not apply to the service of any document required to be served in relation to legal proceedings.

21 **DISPUTES**

- 21.1 Either Party may refer any dispute arising under, out of, or in connection with this Deed to adjudication in accordance with the rules and provisions of the Scheme and this Clause 21.
- 21.2 Any dispute referred to adjudication shall be referred to an adjudicator appointed by the President or a Vice-President for the time being of the Royal Institution of Chartered Surveyors.
- 21.3 The following provisions of the Scheme shall be amended as set out below:
 - “8. (1) The adjudicator may adjudicate at the same time on more than one dispute under the same contract.
 - 18. The adjudicator and any party to the dispute shall not disclose to any other person any information or document provided to him in connection with the adjudication, except to the extent that it is necessary for the purposes of, or in connection with, the adjudication.
 - 22. The adjudicator shall provide reasons for his decision.”

22 **GOVERNING LAW AND JURISDICTION**

- 22.1 This Deed and any non-contractual obligations arising in connection with it shall in all respects be governed by English law.
- 22.2 The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this Deed, including disputes relating to any non-contractual obligations, save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This Deed has been executed as a Deed and delivered on the date stated at the beginning of this Deed.

**Schedule 1
Project Particulars**

1 The Site is the area of land comprised within title number LN165808 and shown for identification purposes only on the plan attached as Schedule 9.

2 The Key Persons are:

David Fung – Director;

Richard Whitehead – Director; and

Tm Norman – Senior Engineer

3 The Project Team includes:

(a) Architect – Bennetts Associates Limited;

(b) Services Engineer – Waterman Group;

(c) Project Manager / Employer’s Agent– Second London Wall Project Management Limited (“GVA SLW”).

(d) CDM Co-ordinator and Quantity Surveyor – EC Harris LLP.

4 Consultant to act as principal design consultant: No

5 The Client’s address for service is:

Address: Bedford Avenue Trustee Ltd and Bedford Avenue Trustee Two Ltd (as trustees of One Bedford Avenue Unit Trust)

13-14 The Esplanade,

St Helier,

Jersey JE1 1BD

6 The Consultant’s address for service is:

Address: Waterman Group PLC

Pickfords Wharf

Clink Street

London, SE1 9DG

Attention: David Fung

Schedule 2 Consultant's Design Responsibility Matrix

Architect is the Design Leader and has authority and responsibility for (i) directing the design process (ii) co-ordinating design of all constructional elements, including work by any specialist consultants (iii) establishing the form and content of design outputs, their interface and a verification procedure (iv) communicating with the client on significant design issues.

Second London Wall Project Management are employed as the Lead Consultant and thereby has authority and responsibility in the pre-construction period for (i) monitoring the production of design work (ii) communications between the client and the Consultants; except for communications on significant design matters that are dealt with by the Architect as design leader or any of the other consultants direct (iii) advising on the need for and the scope of services by consultants, specialists, sub-contractors or suppliers (iv) advising on the methods of procuring construction (v) in conjunction with the quantity surveyor inviting and appraising tenders (vi) receiving regular status reports from each consultant, including the design leader (vii) in conjunction with the Quantity Surveyor developing and managing change control procedures, making or obtaining decisions necessary for time and cost control (viii) reporting to the client on project status overall.

GVA SLW is also employed as the Employers Agent and thereby has authority and responsibility during the construction period for (i) administering the building contract(s) including monitoring progress of the works, issuing instructions and issuing recommendations for contractor payment (ii) co-ordinating and monitoring the work of any appointed compliance monitoring consultants.

The building contract is expected to be the JCT Design and Build 2011 form as altered by bespoke amendments prepared by the Client's solicitor.

Where there is a conflict between the Schedules of Services incorporated within the respective consultants appointments and this Responsibility Matrix, the Schedule of Services will take precedence.

The matrix that follows sets out the responsibilities of the Project Team in relation to the design, procurement and construction activities and processes planned to be undertaken during the lifespan of the project in accordance with the key set out in Clause 3.4 of this Deed.

RESPONSIBILITIES		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS
L: Lead & co-ordinate									
D: Design, draw & specify									
A: Advise									
M: Management									

1.0 DESIGN

1.1	Agree project brief with the Client	M	L	A	A		A	A	
1.2	Visit site to carry out the initial appraisal	M	L	A	A		A	A	
1.3	Gather information about the site and the surrounding area	M	L	A	A		A	A	
1.4	Produce a site appraisal report	M	L	A	A		A	A	
1.5	Stage 3 Outline proposals	M	L D	D	D		A	A	
1.6	Stage 3 Outline cost plan	M	A	A	A		L	A	
1.7	Stage 3 Outline design report	M	L A	A	A		A	A	
1.8	Stage 4 scheme design	M	L D	D	D		A	A	
1.9	Stage 4 cost plan	M	A	A	A		L	A	
1.10	Stage 4 design report	M	L A	A	A		A	A	
1.11(a)	Consult with Planning Authority and the Approved Inspector	M	L	A	A		A	A	
1.11(b)	Consult with Statutory undertakers	M	A	A	L		A	A	
1.12	Planning application and submission	M	L	A	A		A	A	See note G
1.13	Stage 5 specialist design	M	L D	D	D	L	A	A	
1.14(a)	Applications to planning, building control	M	L	A	A	L	A	A	See note G
1.14(b)	Applications to Statutory	M	A	A	L	L		A	

RESPONSIBILITIES									
L: Lead & co-ordinate									
D: Design, draw & specify									
A: Advise									
M: Management									
		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS
	undertakers								

2.0 GENERAL

2.1	Site layout	M	LD	A	A		A	A	
2.2	Setting out; dimensions, levels, falls, gullies (internal and external)	M	LD	A	A		A	A	See note 1
2.3	Co-ordination of dimensions	M	LD	A	A		A	A	See note 1
2.4	Temporary works	M		A		LD	A	A	
2.5	Cost estimating and cost plans	M	A	A	A		LA	A	
2.6	Health & Safety	M	A	A	A	L	A	L	See note 22
2.7	Demolition	M	A	A	A	L	A	A	
2.8	Excavation and groundwork	M	A	LD			A	A	
2.9	Measurement/quantities	M	A	A	A		LA	A	
2.10	Programme	ML	A	A	A	L	A	A	
2.11	Contract documentation / tender documentation	MA	A	A	A		LA	A	
2.12	Site preparation	M	A	A	A	L	A	A	
2.13	Final construction issue drawings	M	D	D	D	LD	A	A	

RESPONSIBILITIES		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS
L: Lead & co-ordinate									
D: Design, draw & specify									
A: Advise									
M: Management									

3.0 SURVEY/EXISTING STRUCTURES

3.1	Topographical survey	M	L	A	A		A	A	
3.2	Site investigation	M	A	LD			A	A	
3.3	Condition survey of existing building/structures	M	LD	LD	A		A	A	See Note 30
3.4	Condition survey of existing utilities/services	M	A	A	LD		A	A	See Note 30
3.5	Load capacity of existing structures	M		LD			A	A	See Note 31
3.6	Strengthening of existing structures	M		LD			A	A	See Note 31

4.0 STRUCTURE

4.1	Foundations	M	A	LD			A	A	See Note 32
4.2	Retaining walls forming part of the building	M	A	LD			A	A	
4.3	Ground bearing slabs, structural fill, blinding	M	A	LD			A	A	
4.4	Structural steelwork	M	A	LD			A	A	See note 2
4.5	Steelwork connections	M		A		LD	A	A	See note 2
4.6	Steelwork corrosion protection	M	A	LD			A	A	See note 2
4.7	In situ reinforced concrete	M	A	LD		D	A	A	

RESPONSIBILITIES		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS
L: Lead & co-ordinate	D: Design, draw & specify								
A: Advise	M: Management								
	frame								
4.8	Reinforcement drawings and bending schedules	M		LD		D	A	A	See note 23
4.9	Precast/prestressed concrete	M	A	LD		D	A	A	
4.10	Structural toppings	M	A	LD		D	A	A	
4.11	Floor pits, chambers, trenches and recesses	M	A	D	LD	D	A	A	
4.12	Lift and escalator pits	M	A	D	LD	D	A	A	
4.13	Staircases/ramps	M	LD	AD		D	A	A	See note 3
4.14	Anticipated structural movements	M	A	LD	A		A	A	See note 4
4.15	Structural penetrations (see note 5)	M	A	LD	A	A	A	A	See note 5
4.16	Loading; dead, imposed, wind and snow loading	M	A	LD	A		A	A	
4.17	Cold formed sections (eg sheeting rails and purlins)	M	A	A		LD	A	A	See note 20 & 8
4.18	Wind posts	M	A	A		LD	A	A	See note 20 & 8
4.19	Temporary Works/ propping etc	M	A	A		LD	A	A	

5.0 BUILDING SERVICES

5.1	Heating, ventilation and air conditioning	M	A		LD	D	A	A	
5.2	Power and lighting	M	A		LD	D	A	A	

	RESPONSIBILITIES L: Lead & co-ordinate D: Design, draw & specify A: Advise M: Management	GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS
5.3	Fire detection, alarm and sprinkler systems, smoke ventilation	M	A		LD	D	A	A	
5.4	Security equipment (access doors, barriers, security card system etc)	M	A		LD	D	A	A	
5.5	CCTV and communications systems	M	A		LD	D	A	A	
5.6	Building Management Systems	M	A		LD	D	A	A	
5.7	Domestic Water Services	M	A		LD		A	A	
5.8	Data, Voice Cabling and IT Infrastructure	M	A		LD	D	A	A	
5.9	Radio, TV and Satellite Systems	M	A		LD	D	A	A	
5.10	Lifts and Hoists	M	A		LD	D	A	A	
5.11	Incoming services	M	A	A	LD	D	A	A	
5.12	Co-ordination of services	M	A		LD	D	A	A	
5.13	Fixing services to primary frame	M	A	A	LD	D	A	A	See note 6
5.14	Secondary support to services	M	A	A	LD	D	A	A	See note 7
5.15	Plinths and bases etc	M	A	A	LD	D	A	A	See note 10
5.16	Fire strategy	M	LD		D		A	A	See note 11
5.17	Plumbing	M	A		LD	D	A	A	See note 24
5.18	Sanitary fittings	M	LD		AD		A	A	See note

RESPONSIBILITIES									
L: Lead & co-ordinate D: Design, draw & specify A: Advise M: Management		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS
									25
5.19	Lightning protection	M	A	A	LD	D	A	A	
5.20	Calculation of 'U' values	M	A	A	LD	D	A	A	See note 27
5.21	Wireways and power supplies supporting specialist services	M	A	A	LD	D	A	A	
5.22	BREEAM Certification	M	AD	AD	LD	D	A	A	
5.23	Acoustics (M&E)	M	AD	A	LD	D	A	A	See note 19
5.24	External lighting/signage	M	A	A	LD	D	A	A	
5.25	Coordination of building services elements	M	A	A	LD	D	A	A	

6.0 ARCHITECTURAL ELEMENTS

6.1	Secondary structures/steel framing to openings in cladding/façade	M	L	A		D	A	A	See note 7, 8
6.2	Envelope & Roofs	M	LD	A		D	A	A	See note 9
6.3	Wall ties	M	L	A		D	A	A	See note 8
6.4	Movement joints in finishes	M	LD	A			A	A	See note 4
6.5	Lintels	M	LA	A		D	A	A	See note 8
6.6	Glazing	M	LD		A	D	A	A	
6.7	Windows/doors/louvers	M	LD			D	A	A	
6.8	Internal non-structural walls/partitions	M	LD	A		D	A	A	See note 14

RESPONSIBILITIES										
L: Lead & co-ordinate D: Design, draw & specify A: Advise M: Management		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS	
6.9	Lifts – Internal Finishes	M	L D	A		D	A	A	See note 14	
6.10	Decorative cladding (eg GRP, GRG)	M	L D	A		D	A	A		
6.11	Screeds	M	L D	A		D	A	A		
6.12	Internal fit out, including all, specialist joinery, finishes and ceilings	M	L D	A	A	A	A	A		
6.13	Acoustics (building fabric))	M	LD		A	D	A	A	See note 19	
6.14	Internal layouts and setting out for primary elements including GA's, and fully coordinated RCP's	M	LD		A	A	A	A		
6.15	Secondary setting out for all pre finished materials	M	LD		A	A	A	A		
6.16	Doors and ironmongery	M	LD		A		A	A		
6.17	Sanitaryware	M	LD		A		A	A		
6.18	Decoration and finishes schedules	M	LD		A	D	A	A		
6.19	Room Data Sheets	M	A		A					
8.0	BUILDER'S WORK									
8.1	Minor structural penetrations		A	A	LD	D		A	See note 5	
8.2	Co-ordination of builders work		LA	A	D	D		A	See note 10	
8.3	Plinths and bases for		A	A	LD	D		A	See note	

RESPONSIBILITIES									
L: Lead & co-ordinate D: Design, draw & specify A: Advise M: Management		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS
	plant/machinery								10
8.4	Steelwork support for plant/machinery		A	A	LD	D		A	See note 10
8.5	Cast-in conduits, pipes, sleeves		A	A	LD	D		A	See note 10
8.6	Cast-in inserts, hooks, bolts		A	A	LD	D		A	See note 10
8.7	Lift guide rails etc		A	A	A	LD		A	See note 10
8.8	Temporary lifting beams			A	A	LD		A	
8.9	Temporary openings for delivery of plant and delivery routes	M	A	A	D	LD	A	A	See note 15
8.10	Install to risers for access or plant support	M	A	A	LD	D	A	A	See note 10
9.0	MISCELLANEOUS								
9.1	Fire protection	M	LD	A	A	D	A	A	See note 11
9.2	Waterproofing and sealants (above ground)	M	LD	A		D	A	A	See note 12
9.3	Waterproofing and sealants (below ground)	M	LD	D	A	D	A	A	See note 12
9.4	Handrails, balustrades, parapets	M	LD	A		D	A	A	See note 6 & 21
9.5	Barriers for vehicles/people	M	LD	D		D	A	A	See note 6, 21

RESPONSIBILITIES									
L: Lead & co-ordinate D: Design, draw & specify A: Advise M: Management		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS
9.6	Access walkways/ladders	M	L D	A	A	D	A	A	See note 6
9.7	Proprietary steel access/escape ladders	M	L D	A		D	A	A	See note 6
9.8	Cleaning access equipment	M	L D	A	A	D	A	A	See note 6
9.9	Shelving/racking	M	L D			D	A	A	See note 6
9.10	Duct and chamber covers and gratings	M	L D	A	D	D	A	A	See note 6, 7
9.11	Satellite dish/aerial supports	M	A	A	L D	D	A	A	See note 6, 7
9.12	Miscellaneous steelwork and fixing to primary structure	M	A	A	A	L D	A	A	
9.13	Internal signage, line markings	M	L D				A	A	
9.14	Non-structural screeds and toppings	M	L D				A	A	
9.15	Floating floors and acoustic isolation/bearings	M	L A	A	A	D	A	A	See note 19
10.0	DRAINAGE								
10.1	Surface water drainage outside building and to underside of lowest building slab	M	D	A	L D	D	A	A	See note 16
10.2	Surface water drainage inside building	M	A	A	L D	D	A	A	See note 16
10.3	Foul drainage outside building and to underside of lowest building slab	M	A	A	L D	D	A	A	See note 16

RESPONSIBILITIES		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS
L: Lead & co-ordinate	D: Design, draw & specify								
	A: Advise								
	M: Management								
10.4	Foul drainage inside building	M	A	A	LD	D	A	A	See note 16
10.5	External envelope drainage details	M	LD	A	D	D	A	A	See note 6

11.0 EXTERNAL WORKS

11.1	Interface with highway and driveways and car park layouts	M	LD	A		D	A	A	See note 17
11.2	Pavements (sidewalks), kerbs	M	LD	A			A	A	See note 17
11.3	External hardstanding	M	LD	A			A	A	
11.4	Tie in to existing construction	M	LD	AD			A	A	See note 17
11.5	Concrete and pre-cast wall / envelope	M	LD	A		D	A	A	See note 17
11.6	Non-standard concrete chambers, ducts, trenches	M	A	LD	A		A	A	
11.7	Fences, bollards etc	M	LD				A	A	
11.8	Street furniture	M	LD				A	A	
11.9	Planting and landscaping	M	LD	A			A	A	
11.10	Vehicle movements and turning circles	M	LA				A	A	See note F
11.12	External signage, line markings	M	LD	A			A	A	
11.13	Earthing pits	M	A		LD		A	A	

RESPONSIBILITIES										
L: Lead & co-ordinate D: Design, draw & specify A: Advise M: Management		GVA SLW	ARCHITECT	STRUCTURAL ENGINEER	BUILDING SERVICES ENGINEER	CONTRACTOR	QUANTITY SURVEYOR	CDM COORDINATOR	COMMENTS	
12.0 EXTERNAL LIAISON										
12.1	Liaison with Approved Inspector	M	L	A	A	A	A	A		
12.2	Liaison with local authority	M	L	A	A	A	A	A	See note G	
12.3	Traffic and off-site highway	M	A	A	A	L	A	A		
12.4	Liaison with utility suppliers for site supplies and utilities diversions	M	A	A	L	L	A	A		
12.5	Diversions of existing drainage networks	M	A	A	LD	D	A	A	See note 16	
12.6	New connections/outfalls to drainage networks	M	A	A	LD	D	A	A	See note 16	
12.7	Landlord and adjoining occupiers approvals	M L	A	A	A	A	A	A		
12.8	Liaison with funders, purchasers and occupiers	M L	A	A	A	A	A	A		

NOTES

The following explanatory notes should be read in conjunction with the matrix:

General Notes

The below are intended to be brief descriptions of the scope of services provided by the various professional consultant, they highlight aspects of the appointments that may be considered non-typical. Full details of the respective services provided as included in the schedules of services.

- a This matrix is intended to help define the interfaces between disciplines and avoid possible conflicts or misunderstanding. The matrix will be incorporated into each of the named consultants terms of appointment and shall be read in conjunction with a detailed schedule of services for each discipline.
- b Where "advise" is identified as the input this will vary significantly in scope for each item and each consultant but will be in accordance with normal industry practice. For certain items "advice" input may be minor and may not necessarily attract responsibility while for others it might be significant.
- c Any references to the "Client" either in the matrix or elsewhere may include GVA SLW Manager where appropriate.
- d The Building Services Engineers scope of duties will include, (in addition to the usual mechanical, electrical and public health engineering systems) vertical transportation, , acoustics, environmental, communications, lighting illumination, BREEAM Assessor and utilities matters.
- e The Structural Engineer scope of duties will (in addition to the usual civil, structural and geotechnical engineering matters) include underground drainage including that cast in the lowest slab .
- f A Highways Engineer will be appointed to provide appropriate input to the planning application and provide building servicing advice and advice on highways related matters and vehicle tracking.
- g A Planning Consultant shall be appointed to co-ordinate and manage the application for planning consent.
- h A Surveyor will be appointed to give party wall, daylight, sunlight and rights of light advice.
- i The Landscape Architecture services are included under the Architect's scope of services, these services include for (i) soft and hard landscaping f (ii) soft landscaping generally to terraces and the like (iii) advice to the Architect in respect of appropriateness of external hard landscaping finishes where not included above.
- j The specialist lighting services are included under the Architect's scope of services, this will include for the design of the feature internal and external lighting. The Building Services Engineer will be responsible for provision of suitable containment and power associated with the lighting designed by the specialist and for ensuring appropriate emergency lighting illumination levels are achieved.

Note Nr.	Comment
1	Setting Out: The Architect's drawings should establish setting out dimensions to edges of structure or building fabric.
2	Steelwork: The Structural Engineer's drawings (line diagrams) show member sizes, setting out of main members, and connection forces. Connections are designed and detailed by the Contractor and to be shown on the Contractor's shop drawings. Connection details and calculations are to be submitted for the Structural Engineer's review. The steelwork corrosion protection system is specified by the Structural Engineer and defined on the Structural Engineer's drawings. The Architect is responsible for specifying the surface finish (top coats) for all visible steelwork, and for co-ordinating the corrosion protection, fire protection, and surface finish of all steelwork (refer note 11).
3	Stairs: The Architect is responsible for design intent etc for all staircases and checking headroom requirements and verifying structural zones etc. The architect must coordinate input from the structural engineer in respect of the structural composition / member sizes / landing and waist thicknesses etc and include this on their drawings including the setting out of all risers and goings. The contractor is to undertake the detailed design and obtain approval of that design from the architect.
4	Structural Movements and Movement Joints: The Structural Engineer designs the movement joints between primary structural elements, and advises on the expected structural movements. Movement joints involving cladding, waterproofing, services, partitions, finishes etc are to be designed by the designers of these items, but must allow for the degree of structural movement advised by the Structural Engineer. The Structural Engineer will advise the Architect on movement joint locations in masonry walls, for inclusion on the Architect's drawings. The Architect and Building Services Engineer must inform the Structural Engineer at concept stage of any fundamental restrictions on structural movements over and above standard code limitations, for example from specialist plant and equipment, including vibration comfort criteria. Movement criteria can govern structural design.
5	Structural Penetrations: Structural penetrations are those in slabs or structural walls, and beams or columns. All structural penetrations are shown on the Structural Engineer's drawings, with the exception of penetrations up to 250mm. Co-ordination between the Building Services Engineer, Architect and Structural Engineer is required to achieve a rational and standard layout for penetrations. The Building Services Engineer is responsible for providing information in terms of size and obtaining the Structural Engineer's approval for the size and location of all building services penetrations. The Architect is responsible for co-ordinating the sizes, locations and setting out of all structural penetrations.

Note Nr.	Comment
6	<p>Fixings: The design of these items and their fixing mechanisms is the responsibility of the designer of the item requiring fixing.</p> <p>Heavyweight fixings, eg cladding fixings and all cast-in fixings, may have a significant impact on the design of the permanent structure. Co-ordination and agreement is required between the designer of the fixings and the Structural Engineer on the locations and details of all heavyweight fixings to the primary structure, and the forces they exert on the primary structure.</p> <p>Lightweight fixings, eg fixings for electrical trunking, ceiling panels etc, have a negligible effect on the primary structure, and do not require the involvement of the Structural Engineer. Fixings to cold formed sections (eg purlins) must be in accordance with the cold formed section manufacturer's recommendations.</p>
7	<p>Secondary steelwork: The Structural Engineer is responsible for the design of all primary structural steelwork, which is defined as "steelwork essential to the integrity and robustness of the structural frame". The Architect will provide design intent information only for Secondary steelwork items such as handrails, stair balustrades, partition frames etc. The contractor, sub-contractor or specialist supplier shall be responsible for the detailed design of Secondary Steelwork and obtaining the approval of the designer of the item, ie the Architect, Contractor or specialist supplier.</p>
8	<p>Structural Advice: These items are not shown on the Structural Engineer's drawings, but the Architect may require advice and design information from the Structural Engineer on structural requirements. The Architect is responsible for obtaining this advice, and co-ordinating the details, which are shown on the Architect's drawings/ specifications.</p>
9	<p>Envelope: All items of envelope and their fixings to the primary structural elements are to be designed by the Architect. Co-ordination and agreement is required between the relevant contractor, the Architect, and the Structural Engineer on the locations and details of all fixings to the primary structure, and the forces they exert on the primary structure (see Note 6).</p>
10	<p>Builder's work: Builder's work is work of a structural nature required by the builder (the Contractor). All builder's work is designed and drawn by the Contractor. Apart from structural penetrations (see Note 5), builder's work is not shown on the Structural Engineer's drawings. Builder's work includes many items which may affect the primary structure, ie items that are cast into or fixed to the primary structure, or exert a force on the primary structure. The structure will generally be designed before the final builder's work details are available from the Contractor. It is therefore the Building Services Engineer's responsibility to provide advance information on all builder's work</p>

Note Nr.	Comment
	requirements, of sufficient accuracy to enable the Structural Engineer to design the primary structure. The Building Services Engineer must review all builder's work details submitted by the Contractor to ensure that they are consistent with this advance information. Where this is not the case, the Building Services Engineer must advise the Structural Engineer accordingly. Builders work drawings should be reviewed by the Structural Engineer to ensure that the primary structure is not compromised.
11	Fire Protection: The fire strategy and Fire Strategy Report will be prepared by the Fire Consultant and agreed by the Architect. The fire resistance period can have a major effect on the structural elements for the fire resistance periods defined by the Architect. Fire protection of structural steelwork must be agreed at an early stage between the Architect and Structural Engineer, as the chosen fire protection system will influence the design of the steelwork and its corrosion protection system.
12	Waterproofing: Waterproofing is not a structural item but it does require co-ordination with structural elements and it must respond to structural movements. Design of waterproofing systems above ground is the role of the Architect. In relation to waterproofing of structures below ground, the Structural Engineer is to provide a concrete structure that is designed to achieve a damp proof and therefore normal dry environment.
13	Finishes: All finishes are specified and designed by the Architect, and may have to respond to and cater for structural movements (refer to Note 4). For structural steelwork, the Structural Engineer specifies the corrosion protection requirements; finish coats are specified by the Architect. Concrete surfaces finishes are specified by the Architect to suit any subsequent applied finishes (eg screeds, paints, line markings).
14	Partitions: Partitions are considered not to be items of primary structure. They are designed by the Architect, who is responsible for advising the Structural Engineer of the loads imposed by the partitions on the structure.
15	Delivery of Plant: The Building Services Engineer shall co-ordinate with the Contractor regarding temporary openings and delivery routes necessary for the delivery of large items of plant and equipment, and shall advise the Structural Engineers of all such requirements. These requirements can have a major impact on the structure so must be advised to the Structural Engineer at an early stage.
16	Drainage Co-ordination: The services engineer is responsible for - determining the rainfall levels and surface and foul water design criteria and for sizing

Note Nr.	Comment
	<p>surface and foul water pipework inc gutters above the lowest ground bearing slab. And the design of the internal surface and foul water pipework and its integration into the building structure/ fabric. And for design of any pumping equipment (tanks, pipework, power supplies and controls etc) required.</p> <p>The structural/ civil engineer is responsible for - design of the underground drainage system from the lowest bearing slab to the main sewer/ drain. And for diversion of existing drainage networks on the site.</p> <p>The architect is responsible for - determining the weatherproofing details of all external receptors of rainfall i.e roof, terraces and garden etc and the collection system linking to the pipework designed by the services engineer. The architect is also responsible for the detailing of any rainwater and foul drainage pipework external to the building and its integration to the building fabric.</p> <p>The architect is responsible for the coordination of all elements described above at item 16.</p>
17	<p>External Works: Civil engineering construction details will be provided by the Structural Engineer. The extent, setting out, levels and finishes details will be shown on the Architect's drawings. For external concrete slabs, the Structural Engineer's drawings shall show joint layout and joint details.</p>
18	<p>Loading: Dead loads, imposed loads, wind and snow loads are defined by the Structural Engineer. Input is required from the Architect, Building Services Engineer and the Client to verify all the load allowances. This information may also be used by the Contractor and the designers of cladding and glazing elements.</p>
19	<p>Acoustic Hardware: Acoustic hardware such as floating floors, acoustic isolation, acoustic ceilings, and acoustic bearings are to specialist sub-contractor detail and set out as shown on the Architect's drawings in accordance with advise from others Services Engineer (Acoustic Consultant). Where acoustic bearings are incorporated in the primary structure, they are indicated on the Structural Engineer's drawings, and where acoustic isolation of plant and machinery is required, the details are shown on the Building Services Engineer's drawings.</p>
20	<p>Cold Formed sections: The design of cold formed sections (eg sheeting rails and purlins) is done by the specialist supplier, to the Structural Engineer's specification. Drawings and calculations are prepared by the specialist and submitted to the Structural Engineer for review.</p>
21	<p>Barriers: Protective barriers are defined as "any elements of the building or structure intended to prevent people from falling and to retain stop or guide people or vehicles." The design of barriers requires input from the Structural Engineer. Where the</p>

Note Nr.	Comment
	barrier forms an integral part of the structural frame it will be designed and shown on the Structural Engineer's drawings. In other cases, the barriers will be designed and drawn by the Architect.
22	Health and Safety: Responsibilities for Health and Safety are to align with the requirements of the CDM Regulations.
23	Reinforcement Details and Bending schedules: The Structural Engineer will produce general arrangement drawings and drawings of non-standard details together with full reinforcement details and bending schedules.
24	Architect to lead co-ordination of the Building Services Engineer's design.
25	Architect to specify sanitaryware and produce sanitaryware schedule in conjunction with the Building Services Engineer who is to provide technical information related to the various appliances/ fittings etc.
26	Mechanical smoke extract / ventilation systems are designed by the Building Services Engineer. It is the Architects responsibility to design the builders works enclosure (for example ventilation systems) and the termination at the point of extract (for example break out panels, louvers, grilles etc). The Architect will lead and co-ordinate with the building services engineer who will provide design details in relation to power supply and interface requirement with Building Management Systems (for example actuators, controls etc).
27	The building services engineer will provide confirmation of the specified 'U' value to each area of the fabric. The Services Consultant will be responsible for calculating the target and Building Carbon Emissions Rate required for statutory compliance. Contractors will provide evidence of compliance with the specified elemental performance.
28	The Building Services Engineer will be responsible for calculating the target and Building Carbon Emissions Rate required for Buildings Regs Part L. Contractors will provide evidence of compliance with the specified elemental performance.
29	Secondary setting out means – dimensioned layouts and/or intent drawings for stonework, ceramics and other hard finishes; electrical points and light fittings; audio visual equipment. Timber work including floors, wall cladding and bespoke joinery items. Glass and specialist glazing items. Where patterns are by artisans the setting out will be covered by contractor design.
30	Surveys – design in respect of surveys relates to the act of determining the scope, type and method etc of survey to be

Note Nr.	Comment
	undertaken by other, not the carrying out of such survey.
31	Only where incorporated into the new works.
32	Pile design by Contractor, Engineer to provide a performance specification.

Schedule 3 The Services

The scope of the Project to which your service shall be provided shall include all works on The Site including the survey and inspection of the existing structures on the Site and the services and utilities thereto; the demolition of existing structures and diversion or removal of services on the site; the stopping up and closure of highways and footways; on or adjacent to the site as necessary to facilitate the Project together with temporary or permanent replacement highways and footways, the requirements of any Section 106 and Section 278 Agreements settled in connection with the scheme comprising of high quality offices to Cat A finish, inclusive of all hard and soft landscaping on the Site including any works to highways and footpaths beyond the Site boundary as arising from the implementation of the Project.

Scope

- 1.0 In respect of the civil and structural works the scope of Services will comprise the design and specification of the following:-
 - 1.1 Earthworks and excavation
 - 1.2 Foundations
 - 1.3 Earth and water retaining structures
 - 1.4 Ground and surface treatment
 - 1.5 Substrate for pavements and hard and soft landscaped areas including car parks
 - 1.6 Tarmacadam and concrete roads, car parks, loading bays and footpaths only within the demise of the main building. Detailing of roads, loading bays and footpaths and all negotiations on highway matters within the public highway demised areas are to be detailed by others
 - 1.7 Excavations, linings, support and other permanent ground stabilisation
 - 1.8 Boundary walls (appearance and aesthetics by the Architect.
 - 1.9 Structures including walls, columns and beams, slabs and stairs in insitu or precast concrete employing un-reinforced or reinforced techniques and including reinforced concrete, its detailing including bending schedules. (See Section 2.0 for clarification on the design requirements relating to pre-cast, pre-tensioned and post tensioned methods of concrete construction)
 - 1.10 Structures in load bearing masonry, brickwork or blockwork
 - 1.11 Structures and load-bearing elements in steel including bridges and roofs and plantroom and plantroom enclosures including concrete floors on metal decking. Bespoke plant supports to defined plant installations are to be contractor designed as defined in Section 2.0
 - 1.12 Primary structures in timber excluding carcassing

- 1.13 Concrete structures below ground level in contact with the earth faces or buried which shall be co-ordinated and integrated with the waterproofing to be designed by the Architect
- 1.14 Underground Drainage form the underside of the lowest slab but including underground drainage external to the building and to the site boundary
- 2.0 The following civil and structural engineering designs shall be prepared by the Contractor or any sub-contractor or supplier from engineering specifications, loading data and other appropriate briefing information produced by the Consultant:-
 - 2.1 temporary works;
 - 2.2 secant, contiguous , sheet and foundation piling;
 - 2.3 diaphragm walls;
 - 2.4 concrete mixes;
 - 2.5 pre-stressed pre-cast concrete units;
 - 2.6 pre-cast concrete floors & stairs;
 - 2.7 post-tensioned in-situ concrete floors and beams;
 - 2.8 steel stairs;
 - 2.9 structural steelwork connections including base plates & holding down bolts;
 - 2.10 masonry / cladding support systems including wind posts and support angles and cold rolled cladding metal stud backing systems
 - 2.11 architectural metalwork, handrails, balustrades, glazing and glazing systems and associated fixings to structures
 - 2.12 plant equipment support frames
 - 2.13 false ceiling support
 - 2.14 non-load bearing partition
 - 2.15 lifting beams;
 - 2.16 support constraints for structural loading by lift guide steelwork;

The Consultant shall also provide advice, designs and specifications in his position as the geotechnical and environmental engineer on the project.

- 3.0 As Geotechnical and Environmental Engineer the Consultant will:-

- (i) Investigate all data and other information relating to the site (including in relation to existing structures above or below ground) which is reasonably accessible to the Consultant. Consider what further information the Consultant may require and which may be available to or in the possession of the Client and the other Consultants and request the same;
- (ii) undertake and document an initial assessment of the site to include:-
 - (a) the examination and interpretation of historical maps from Ordnance Survey and other archive sources;
 - (b) the examination and interpretation of other accessible historical information and records;
 - (c) visit and inspection of the site and surrounding areas;
 - (d) review of the anticipated or actual presence of, or potential for natural, industrial or man-made contaminants, groundwater contaminants or poor groundwater quality and gaseous emissions on, in or under the site, emanating from the site, or contaminating the site from adjacent properties and the geology of the site and its suitability for founding the new structures and of any existing structures on the site;
 - (e) assessment of contaminated / hazardous materials that may arise from any demolition or future construction activities;
 - (f) review of the local and statutory authorities and any other body or organisation which is to be consulted or referred to in respect of geotechnical and environmental works;
- (iii) provide written report of the initial assessment to include a summary of the findings together with recommendation for any further geotechnical and environmental works including intrusive investigations and testing;
- (iv) prepare a specification for the quantity, scope and performance of appropriate geotechnical and environmental investigations covering site works, number and location of trial pits, samples, site and laboratory tests and to BS5930 – Code of Practice for Site Investigations;
- (v) obtain tenders from suitably qualified site investigation contractors and laboratories for such work and agree suitable terms of appointment; review the Contractor's work on site and check it is being undertaken in accordance with the specification and agree the value of work executed and make recommendation for payments to be made and / or carry out such site investigations and tests;
- (vi) make recommendations for any further investigations that may be necessary to verify the available tests and as appropriate, prepare a report of these further investigations;
- (vii) contact the relevant authorities and discuss the current and future impact of any contaminants present on the site or ground water, aquifers and surface water courses; report the outcome of these discussions and advise on any potential environmental liabilities arising;

- (viii) report in writing on the geology of the site, suitable foundation strata and the suitability of the site in geotechnical and environmental terms for the proposed development and on any limitations thereon;
- (ix) explain and discuss the findings and implications of the report (or reports) and recommendations with the Client and the other Consultants
- (x) liaise with the Client, and the other Consultants and advise them of any further information which in the opinion of the Engineer should be obtained in respect of any matter which might affect the design or specifications to be prepared by the other Consultants;
- (xi) Make allowance for up to one day for consultation and negotiation with the relevant authorities and statutory undertakers and, where requested, other interested third parties as appropriate in relation to the findings and implications of the reports and recommendations prepared by the Consultant;
- (xii) Include in the report (viii) advice for the Client and the other Consultants of any special measures to be taken in respect of conditions encountered on the site and recommend measures for the disposal, containment or remediation of anticipated pollutants and contaminants;
- (xiii) Include in the report (viii) advice on a suitable management strategy for treatment and / or removal of any contaminated material on the site and submit to the relevant authority for approval at the appropriate time.

For the avoidance of doubt, from the point of the Consultant being novated to the Contractor, the Contractor becomes their Client and therefore any reference to their Client post-novation means the contractor.

For ease of reference, the Services have been divided into the basic Services (which have been divided into various stages in line with the RIBA Plan of Work), and general Services as hereinafter provided, but such division is not intended to, and shall not, limit or affect the Consultant's obligation generally to provide the Services as and when may from time to time be necessary or appropriate for the proper and timely completion of the Project.

Part 1

The Structural Engineer Services

The Architect will act as Design Leader as described in RIBA Standard and Form of Agreement SFA/99 and will be responsible for liaising with and coordinating the activities of the Project Team (together with the Contractor and any sub-contractors) in all design-related matters.

The Consultant is to assist the Architect in the discharge of these duties where a Structural, Highway, Geotechnical and Environmental Service is required.

The Services to apply to all engineering duties are as follows:

1 Stage One – Project Inception from (RIBA Stage 1)

- 1.1 Ascertain the Client's requirements for the Project in conjunction with the Project Team including space, intended use, timescale and financial limits, assess these and give general advice on how to proceed.
- 1.2 Visit the Site and carry out an initial appraisal, having studied all available data, information and reports relating to the Project which may be relevant to the Services.
- 1.3 Advise the Client and the Architect on the need for arrangements to be made for the carrying out of geotechnical and contamination investigations of the Site. When so authorised by the Client, appoint appropriate persons or firms to carry out such investigations under the Consultant's direction, on terms to be agreed by the Client and consider and take into account the results of such investigations and report to and advise the Client and the Architect thereon.

Note that the main geotechnical site investigation contract shall be entered into by the Client and the geotechnical contractor.

- 1.4 Advise the Client and the Architect on the need for arrangements to be made for the carrying out of surveys to obtain details of construction including drainage and services in existence on or adjacent to the Site, special investigations or model and mock up tests. When so authorised by the Client, appoint on behalf of the Client appropriate persons or firms to carry out such surveys, investigations or tests under the Consultant's direction, on terms to be agreed by the Client and consider and take into account the results of the same and report to and advise the Client and the Architect thereon.
- 1.5 Advise the Client on any environmental considerations arising in relation to the Site whether under the Environmental Protection Act 1990, any guidelines issued by any governmental or parliamentary authority, any information published by any research body or otherwise. Where appropriate, make recommendations to the Client concerning the appointment of independent consultants to carry out detailed environmental studies.

- 1.6 Undertake studies into alternative design and construction approaches in relation to matters within the Consultant's scope of services and assist the Cost Consultant and Contractor to assess the cost, buildability and programme implications thereof.
- 1.7 Analyse the Client's Brief in respect of matters within the Consultant's scope of works and provide sufficient preliminary information by means of advice, sketches, reports and outline specifications to enable the Architect to produce initial proposals for the Project and the Cost Consultant to prepare construction budgets.
- 1.8 Carry out such studies as may be necessary to determine the feasibility of the Client's requirements.
- 1.9 Advise the Client on the need for specialist contractors and suppliers to design and execute parts of the Project.
- 1.10 Assist the Project Team to prepare an outline specification to describe the Project.

2 Stage Two – Concept Design (RIBA Stage 2)

- 2.1 In relation to the elements within the scope of the Consultant's services, liaise with and provide advice to the Contract Administrator to enable pre- and post-contract programmes to be prepared for the design procurement and construction of the Project.
- 2.2 Liaise with the Project Team as necessary and develop the design from the feasibility and strategic brief for the Project so as to produce outline proposals for the elements of the Project within the scope of the Consultant's services.
- 2.3 Ensure that the Consultant's design is developed in a manner compatible with and coordinated with the engineering services and architectural concepts and designs and specifications for the Project.
- 2.4 Prepare outline specifications for the elements of the Project within the Consultant's discipline to describe the performance criteria and materials and workmanship requirements for the Consultant's designs.
- 2.5 Prepare representative sketches, drawings, specifications and calculations as necessary to enable the Architect to conclude the outline proposals of the Project and to commence preparation of any applications under planning and other statutory requirements and for any presentations to or negotiations with any adjoining owners, public authorities, licensing authorities and any fund, purchaser, tenant or other interested third parties.
- 2.6 In so far only as the Client's requirements from the briefing stage may have materially changed, advise the Client on the need for contractors and/or specialists to design parts of the elements of the Project within the scope of the Consultant's services but beyond the Consultant's expertise. Advise the Client

on the selection of appropriate contractors or specialists to carry out such design.

- 2.7** Review the other Consultants' proposals for the design and construction of the Project and assess any impact on the Consultant's designs and seek instruction from the Client where these are considered to have a cost or programme effect on the Project or effect the Client's brief or earlier agreed principles of the Consultant's designs.
- 2.8** Assist the Cost Consultant in the preparation of Cost Plans in relation to matters within the Consultants scope of services. Promptly advise the Client and the Project Team as appropriate of the implications of any subsequent changes to the Consultant's designs on the Cost Plan and on the Programme.
- 2.9** Advise the Client to the best of the Consultant's knowledge and regarding matters within the scope of the Consultant's services in relation to the ordering of components with long delivery periods.
- 2.10** Assist the Architect to review any occupiers and purchasers requirements and assist the Cost Consultant to prepare cost estimates of such requirements.
- 2.11** In conjunction with the cost consultant investigate and as appropriate recommend to the Client design changes which will have the effect of reducing the cost of the Project.
- 2.12** Carry out any necessary special engineering analysis of soil pressures.
- 2.13** Assist the Cost Consultant in the finalisation of the Cost Plan in relation to matters within the Consultants scope of services and provide him with such information as is necessary to enable him to prepare a cashflow forecast for construction costs. Assist the Cost Consultant in carrying out cost checks as necessary in relation to matters within the Consultants scope of services and provide information to the Cost Consultant relating to the implications of any subsequent changes to the Consultants design.
- 2.14** Assist the Client as necessary in negotiations with adjoining owners and occupiers of properties adjacent to the Site, their surveyors or any other third party who may be affected by or have or acquire some interest in the Project in relation to matters within the scope of the Consultant's services.

3 Stage Three – Developed Design / Detailed Proposals to Planning Application (Stage 3+)

- 3.1** Liaise with the Project Team as necessary and develop the Consultant's designs from outline proposals for the Project so as to produce detailed proposals for the elements of the Project within the scope of the Consultant's services.
- 3.2** Develop the outline specifications to further detail to describe the performance criteria and the materials, and workmanship requirements for the elements of the Project within the Consultant's discipline.

- 3.3** Prepare and further develop representative sketches, drawings, specifications and calculations as necessary to define the elements of the Project within the Consultant's scope of services and to enable the Architect to conclude the detailed proposals of the Project and to complete the applications under planning, or other statutory requirements for any further presentations to or negotiations with adjoining owners, public authorities, licensing authorities, any fund, purchaser, tenant or other interested third parties.
- 3.4** Assist, in relation to matters within the Consultant's scope of services, the Architect and Planning Consultant in making and negotiating all applications for detailed town planning and listed building consents, and the other statutory approvals and consents required for the Project including the provision of information within the Consultant's scope of services for making and negotiating all other applications and approvals necessary for the Project such as those for licences, negotiations in connection with party walls, highways stopping up, land dedications, road widening / narrowing schemes and city walkways.
- 3.5** Assist the Client as necessary in negotiations with adjoining owners and occupiers of properties adjacent to the Site and/or their surveyors concerning any effect on them from noise or vibration which may result from the carrying out of the works on the Site and report to the Client thereon.
- 3.6** Carry out risk assessments as appropriate and provide the CDM Co-ordinator with all necessary information and advice in relation to any health and safety risks arising out of the Consultant's design for incorporation in the outline health and safety plan for the Project to be included within the Building Contract tender documents.
- 3.7** Liaise with the Project Team to enable schedules to be prepared by the Project Team for the production of design information in accordance with the Programme.
- 3.8** Provide information in relation to matters within the Consultant's scope of services to the Cost Consultant and Contract Administrator for the preparation of proper and adequate tender documentation for the demolition and building Contracts and specialist sub-contracts.
- 3.9** In conjunction with the Project Team, advise on and assist in the preparation of lists of tenderers for the appointment of the demolition and the building contractor and sub-contractors for the Project. Attend interviews with prospective tenderers and advise on final tender lists.
- 3.10** Liaise with and assist the Cost Consultant in the appraisal of the tenders received and on the selection of the demolition and building Contractors and specialist sub-contractors.
- 3.11** Liaise and co-operate with demolition and main Contractors and specialist sub-contractors during the pre-construction period to enable such contractors to perform their pre-construction period consultancy services.

- 3.12 Provide drawings and written reports to the Architect for inclusion in a design report to comprise the status of the project at the time of the planning application

4 Stage Four – Technical Design Stage (RIBA Stage 4)

- 4.1 Liaise with the Architect as necessary to enable agreement and preparation of a pre-contract programme and a post-contract programme for the design and construction of the Project.
- 4.2 Liaise with the Project Team as necessary and develop the structural design from the outline proposals for the Project so as to produce a scheme design for the structural elements of the Project.
- 4.3 Ensure that the structural design is developed in a manner compatible and coordinated with the services and architectural concepts and designs for the project.
- 4.4 Prepare an outline performance specification for the elements of the Project within the Consultant's discipline, including specifications for materials, equipment and workmanship.
- 4.5 Prepare representative sketches, drawings, specifications and/or calculations as necessary to enable the Architect to conclude the scheme design of the Project and to prepare applications under planning, building act, building regulation or other statutory requirements, or for any presentations to or negotiations with adjoining owners, public authorities, licensing authorities, any fund, purchaser, tenant or others.
- 4.6 Advise on the need for the Contractor and/or sub-contractors to design parts of the structural elements of the Project to comply with the Client's requirements. Advise on the selection of appropriate sub-contractors to carry out such design.
- 4.7 Confirm the adequacy of all proposals for the design and construction of the structural elements of the Project and the suitability of materials therefore.
- 4.8 Assist the Cost Consultant in the preparation of a detailed Cost Plan giving an indication of possible start and completion dates for the Project. With the cost consultant promptly advise the Client and the Project Team as appropriate of the implications of any subsequent changes to the structural design on the Cost Plan and on the Programme.
- 4.9 Advise the Client in relation to the ordering of structural components with long delivery periods.
- 4.10 Assist the Architect to review any tenant's requirements and assist the Cost Consultant to prepare cost estimates of such requirements.

5 Stage Five – Technical Design and Tender Documentation Stage (RIBA Stages 4 & 5).

- 5.1 Assist the Architect to complete the detailed design of the Project including obtaining quotations and other information in respect of specialist work.
- 5.2 Develop the detailed structural design from the approved scheme design for the Project, taking into account any amendments requested by the Client.
- 5.3 Investigate and (where appropriate) recommend to the Client design changes which will have the effect of reducing the cost of the Project.
- 5.4 Prepare calculations, drawings, estimates of reinforcement and specifications for the structural elements of the Project in sufficient detail to enable the Architect to conclude the detailed design of the Project.
- 5.5 Carry out any necessary special engineering analysis of soil pressures and water levels in conjunction with the Geotechnical Engineer.
- 5.6 Assist the Cost Consultant in the finalisation of the Cost Plan and provide him with all such information as necessary to enable him to prepare a cashflow forecast for construction costs. Assist the Cost Consultant in carrying out cost checks as necessary and provide cost information to the Cost Consultant relating to the implications of any subsequent changes to the structural design on the Cost Plan and on the Programme.
- 5.7 Assist the Client as necessary in negotiations with all owners (whether landlords or tenants) of properties adjacent to the Site, all surveyors or others concerned with party wall negotiations, and any other third party who may be affected by or have or acquire some interest in the Project.
- 5.8 Assisting the Architect in making and negotiating all applications for detailed town planning and listed building consents, building bye-law, building act, building fire regulations approvals and all other statutory approvals and consents required for the Project. Providing information to and assisting the Architect in making and negotiating all other applications and approvals necessary for the Project such as those for licences, negotiations in connection with party walls and grant aids, land dedications, road widening schemes and walkways.
- 5.9 Carry out risk assessments as appropriate and provide the CDM Coordinator with all necessary information and advice in relation to any health and safety risks arising out of the Consultant's design for incorporation in the outline health and safety plan for the Project to be included within the Building Contract tender documents.
- 5.10 Carryout a detailed and complete structural design of the Project which is capable of being implemented without further additions or modifications (subject to Stages F1 and F2) that is achievable based on the information provided by the other consultants at this Stage and provide specifications and drawings to comprise Employer's Requirements for any structural design to be prepared by Contractors and sub-contractors. The Mechanical and Electrical

consultants design requirements for main services distribution both vertically and laterally in the building are to be provided to the consultants us at this stage to allow co-ordination of the services holes in the primary structure. Carry out cross-checks as necessary. Advise the Project Team and the Client of any special measures, precautions or conditions necessary to safeguard the structural integrity of the Project.

- 5.11 Prepare drawings, specifications, and calculations in work packages as necessary to invite tenders from the sub-contractors.
- 5.12 Liaise with the Project Team to enable the preparation of schedules for the production of design information in accordance with the Programme.
- 5.13 In conjunction with the Project Team, prepare production information for the Project including drawings, schedules, and specifications of materials and workmanship and provide such other information for inclusion in the Building Contract, all to be completed in sufficient detail to enable the Contractor and, where relevant, sub-contractors to prepare tenders.
- 5.14 Assist the Cost Consultant in preparing, together with the Project Team, proper and adequate tender documentation for the Building Contract and sub-contracts.
- 5.15 Provide to the Architect copies of all design criteria, calculations, assumptions and studies produced by the Consultant in connection with the Project.
- 5.16 In conjunction with the Project Team, advise on and prepare lists of tenderers for the appointment of Contractor and sub-contractors for the Project, and obtain the Client's agreement thereto. Attend interviews with prospective tenderers and advise on final tender lists.
- 5.17 Advise on tender documentation for the Contractor and on any special or additional provisions as may be required.
- 5.18 Liaise with and assist the Cost Consultant in the appraisal of the tenders received and on the selection of the Contractor. Alternatively assist in any price negotiations with the Contractor.
- 5.19 In conjunction with the Project Team advise the Client on the form and content of the Contractor's Proposals and Contract Sum Analysis.
- 5.20 Co-operate with Contractors during the pre-construction period to enable such contractors to perform their pre-construction period services.

6 Stage Six – Specialist Design (Production Information) Stage (RIBA Stages 5)

- 6.1 Advise on the need for specialist contractors, sub contractors and suppliers to design and execute parts of the works comprising the Project.
- 6.2 Prepare a programme for the provision of the Services at the times shown on the Client's programme and so as to enable the Client to comply with the requirements of the Building Contract.

- 6.3 Assist the Cost Consultant to prepare lists of sub-contract tenderers for the structural elements of the Project, examine and analyse the technical content of the sub-contract tenders received, report thereon and advise the Client as to their respective merits and as to the appointment of sub-contractors to carry out the structural elements of the Project.
- 6.4 Prepare such final calculations, design and details relating to the structural elements of the Project as may be required for submission to any local or other authority, including the co-ordination of structural information to be supplied by Contractors and sub-contractors and which may be required for any such submission.
- 6.5 Review and comment on the Contractors design proposals for temporary works.
- 6.6 Submit general arrangement drawings of the structural elements to enable the Architect to co-ordinate dimensional and detailed requirements for the Project including building work, provisions for building services and any special provisions for the fixing of non-structural cladding and other components.
- 6.7 Prepare detailed and co-ordinated drawings and general arrangement drawings complete with dimensioned penetrations and slab edge profiles and any other such information as shall be necessary. Drawings shall be sufficient to allow a competent and experienced contractor to carry out and complete the Project. In the case of reinforced concrete work, general arrangement drawings and drawings of non-standard details and reinforcement details and bar bending schedules shall be prepared. For the provision of builders work holes both vertically and horizontally through the structural elements and subject to receipt of building services specialist sub-contractors and others requirements all coordinated setting out positions are to be provided to allow the preparation of the designs at the appropriate time to suit the overall programme deliverables.
- 6.8 Prepare and coordinate structural steelwork specifications and layout drawings identifying member sizes and weights and sufficient to allow a competent and experienced contractor to design connections and carry out and complete the Project. For the provision of builders work holes both vertically and horizontally through the structural elements and subject to receipt of building services specialist sub-contractors and others requirements all all coordinated setting out positions are to be provided to allow the preparation of the designs at the appropriate time to suit the overall programme deliverables.
- 6.9 Obtain in sufficient time information from the Project Team, the Contractor and sub-contractors with design responsibility. Examine drawings prepared by the Contractor or any sub-contractor, in particular with regard to compliance with the designs prepared by the Consultant and the Building Contract. Co-ordinate and integrate the designs and specifications undertaken by the Contractor and sub-contractors with the designs and specifications undertaken by the Consultant. The Consultant shall implement a sub contractor drawing approval system where "A Action" means that the sub contractor shall execute his works in accordance with such design information; "B Action" means that the sub contractor shall execute his works in accordance with such design information but must take on board the comments returned on the drawings in

the manufacturer of the elements and resubmit final shop drawings in due course, "C Action" means that the sub contractor must re-submit such design information incorporating the comments for further review by the Project Team) and "D Action" means that the drawing has not been reviewed as it has been submitted but is not relevant to the civil and structural engineering;

- 6.10 Prepare such further production information including drawings, schedules and specifications of materials and workmanship as may reasonably be required for the carrying out and completion of the Project.
- 6.11 Provide the CDM Coordinator with all necessary structural information and advice to enable the CDM Coordinator to finalise the pre-construction health and safety plan for the Project prior to commencement of the construction at the Project.

7 Stage Seven - Construction Stage (RIBA Stage 6)

- 7.1 Provide the Client with all necessary structural drawings, details and other information required by a competent contractor to enable it to carry out and complete the works in accordance with the Programme and other programmes as may be issued and amended from time to time.

- 7.2 Inspect and advise on the compliance of off-site goods and materials with the terms of the Building Contract from time to time or as may be reasonably requested by the Client;

- 7.3 Witness any investigations or tests required by the terms of the Building Contract, other than those investigations and tests which are routinely carried out by the Client and others provided that the procedures for such tests have been satisfactorily established;

Undertake such investigations as would be undertaken by a prudent structural engineer to the existing building and structures in order to ensure the adequacy of the structure and suitability for modification works to be undertaken as part of the project.

- 7.4 Make periodic visits to site as may be necessary generally to inspect the progress and quality of the Civil and Structural work being executed by the sub contractors. Up to a maximum average of fortnightly visits for the structural construction period.

- 7.5 When visiting the Site at times as defined in 8.4 to inspect the quality of the works and to monitor the progress of the works being carried out as part of the Project and to determine whether they are being executed in accordance with the Consultant's designs and specifications and the Building Contract; record findings of such inspections and report to the Architect; provide copy to the Project Manager. Report to the Architect on any defects observed and advise the Architect as to whether defective work should be removed or retained in place. Where defective work is to be removed, advise on and make

recommendations with regard to any remedial works required, review in conjunction with the Project Team any remedial proposals put forward and advise the Architect as to the acceptability of the same. Where defective work is to be retained, investigate and advise on any consequential remedial works required.

- 7.6 Request and use all reasonable endeavours to obtain, in sufficient time, information from the Project Team and contractors and sub-contractors who have design responsibility and examine the same. Give the Architect early warning of any difficulty experienced by the Consultant in obtaining such information. Advise the Client and Architect on any part of the structural elements of the Project designed by the Project Team and/or contractors or sub-contractors and not by the Consultant. Receive detailed drawings, calculations and specifications prepared by any of the Project Team and/or contractors and sub-contractors and review their compliance to ensure that they comply with the Consultant's structural design and specifications; report to the Architect and provide copy to Project Manager. Co-ordinate and integrate such designs and specifications with those produced by the Consultant. Where necessary, advise the Client of the need to undertake or arrange for tests and investigations in connection therewith.
- 7.7 Comment on temporary works' design and installation and fabrication drawings prepared by the Contractor and his sub-contractors in respect of its compliance with the Consultant's design and performance requirements for the permanent works and also in respect of its effects on structural integrity; review as aforesaid and comment on any co-ordination drawings and builders' work information prepared by the Client and his sub-contractors in respect of co-ordination and integration with the overall design of the works; provide copies of such reviews to the Architect.
- 7.8 Advise the Client and the Project Team as to the need to vary any part of the structural elements of the Project for any reasons that become apparent at this Stage of the project and liaise with the cost consultant to advise the Architect of any cost and programme implications to the Project arising therefrom; provide copy to the Project Manager. Carry out all redesign work required to incorporate such variations into the design of the Project in accordance with Part 3, Clause 8.
- 7.9 Advise the Architect and Client throughout the works whether the Contractor's Proposals submitted comply with the Employer's Requirements for the Project and in particular the design information produced by the Consultant; provide copy of such advice to the Project Manager.
- 7.10 Review proposed changes to the designs by the Contractor and its sub-contractors for compliance with the Consultant's designs for the Project, and report to the Client; provide copy to the Architect and Project Manager.
- 7.11 Provide all necessary structural information to the Cost Consultant to enable the value of any variation to the structural elements of the Project to be agreed; provide copy to the Architect. Further consider the implications of any such

variation on the health and safety plan for the Project and provide the Contractor with all necessary information and advice to enable him to update the health and safety plan as required; copy to the Architect.

- 7.12 Advise the Architect immediately of any dimensional variations between the agreed design details and the drawings issued by the Consultant for construction purposes and liaise with the Architect and Contractor as necessary to the intent that such discrepancies are satisfactorily resolved; provide copy to the Project Manager.
- 7.13 Comment on instructions, directions, recommendations, certificates, claims and other matters submitted to the Consultant which relate to the Services.
- 7.14 Mark up and return drawings prepared by the contractors and sub-contractors to show divergences between them and drawings produced by the Consultant, instructions issued, or any other divergences between the designs and specifications prepared by the Consultant. Mark ups are to be in accordance with the process defined in Section 7.
- 7.15 Attend meetings with the Client, the Project Team to review progress;
- 7.16 Liaise with the Cost consultant as necessary with regard to cost control of the Project within the scope of the Services.
- 7.17 Prepare monthly reports on progress and quality in relation to the civil and structural engineering elements of the works in such form as the Client may reasonably require; provide copy to the Project Manager.
- 7.18 Assist the Architect to make recommendations and propose adjustments to the Programme from time to time as may be necessary in the light of the progress of the works on Site and discuss and agree with the Client amendments to the information release schedules from time to time as may be necessary in the light of the progress of the works on the Site;
- 7.19 Advise the Architect if the Consultant considers it necessary to instruct sample taking and carrying out tests of materials, components, techniques and workmanship and examine the conduct and results of such tests whether on or off site;
- 7.20 Advise the Architect if the Consultant considers it necessary to recommend the opening up of completed work to determine that it is generally in accordance with the Building Contract; provide copy of such advice to the Project Manager.
- 7.21 Visit the sites of the extraction and fabrication and assembly of materials and components to inspect such methods and workmanship before delivery to Site;
- 7.22 Inspect and advise the Architect in writing on the compliance of materials delivered to Site and off-site goods and materials with the terms of the Building Contract in relation thereto from time to time as appropriate provide copy of such advice to the Project Manager.

- 7.23 Assist the Architect to obtain detailed technical specification and drawings showing the Project "as-built"; and operation and maintenance manuals for the Project.
- 7.24 Give guidance to the Architect and obtain sub-contractor's information on maintenance as far as they relate to the civil and structural engineering; provide copy to the Project Manager.
- 7.25 Provide to the Client general arrangement, layout, elevational and sectional drawings as prepared as part of the construction information process of the Project "as-built" for incorporation in the operation and maintenance manuals.
- 7.26 Carry out pre-completion and final inspections; review defects/snagging lists as prepared by the Contractor and add defects/snagging items where identified by the Consultant in the course of such inspections; provide copies to the Architect; monitor the rectification of items on the defects/snagging lists and/or completion of outstanding works; recommend to the Architect with a copy to the Project Manager when satisfied that the requirements of the Building Contract have been met, that the civil and structural engineering installations in the Project, or any section thereof, be presented as practically complete or sufficiently complete for the issue of a Sectional Completion Certificate, or Practical Completion Certificate as relevant.
- 7.27 Assist in the review of snagging lists/schedules of defects prepared by the Contractor and the Project Team identifying those matters related to the civil and structural elements which the Client is to put right following the completion of the works and certification of Practical Completion; provide copy to the Architect.
- 7.28 Supply electronic copies of plans and other materials already prepared by the Consultant when reasonably requested by the Client.
- 7.29 Assist the Client on items of work which may be omitted from the Building Contract for completion by others and review the drawings and specifications prepared by those others and their advisers in relation to the civil and structural engineering elements of such works to see that they do not affect the overall design and performance of the civil and structural engineering elements of the Project and that they integrate with the overall civil and structural engineering elements of the remainder of the Project;
- 7.30 Provide the CDM Coordinator in sufficient time to allow the health and safety file to be issued at Practical Completion with all drawings, manuals, maintenance information and other documents (within the scope of the Services) required for inclusion in the health and safety file for the Project; provide copy to the Project Manager.

8 Stage Eight – Use and Aftercare (RIBA Stage 7)

- 8.1 Carry out inspections following Practical Completion to monitor the making good defects and snagging and report on progress to the Architect; provide copy to the Project Manager;
- 8.2 Make recommendations to the Architect as to whether or not snagging matters have been adequately cleared by the sub-contractors; provide copy to the Project Manager;
- 8.3 Carry out inspections during and at completion of the Defects Liability Period and report defective works to the Architect; review defects/snagging items where identified by the Consultant in the course of such inspections; monitor the rectification of items on the snagging lists; recommend to the Architect with copy to the Project Manager, when satisfied that the requirements of the Building Contract have been met, that the civil and structural engineering installations in the Project, or any section thereof, be presented for the Notice of Completion of Making Good Defects;
- 8.4 Provide information to the Client and Cost consultant to enable the final account for the Project to be agreed.
- 8.5 Assist in settling any disputes or differences relating to the Project which may arise between the Employer and the Contractor and/or sub-contractors. Providing that any such disputes or differences are not the subject of any adjudication, litigation or any other form of legal action

Part 2**Specialist Consultancy Services**

For the avoidance of doubt and in addition to the services described elsewhere within this schedule, the consultant is to provide the following specialist services / deliverables which shall include:

GEOTECHNICAL ENGINEER

1. As Geotechnical Engineer the Consultant will:-investigate all data and other information relating to the site (including in relation to existing structures above or below ground) which is reasonably accessible to the Consultant. Consider what further information the Consultant may require and which may be available to or in the possession of the Client and the other Consultants and request the same;
2. undertake and document and initial assessment of the site to include:-
 - (a) the examination and interpretation of historical maps from Ordnance Survey and other archive sources;
 - (b) the examination and interpretation of other accessible historical information and records;
 - (c) visit and inspection of the site and surrounding areas;
 - (d) review of the anticipated or actual presence of, or potential for natural, industrial or man-made contaminants, groundwater contaminants or poor groundwater quality and gaseous emissions on, in or under the site, emanating from the site, or contaminating the site from adjacent properties and the geology of the site and its suitability for founding the new structures and of any existing structures on the site;
 - (e) assessment of contaminated / hazardous materials that may arise from any demolition or future construction activities;
 - (f) review of the local and statutory authorities and any other body or organisation which is to be consulted or referred to in respect of geotechnical and environmental works;
3. provide written report of the initial assessment to include a summary of the findings together with recommendation for any further geotechnical and environmental works including intrusive investigations and testing;
4. obtain tenders from suitably qualified site investigation contractors and laboratories for such work and agree suitable terms of appointment; review the Contractor's work on site and check it is being undertaken in accordance with the specification and agree the value of work executed and make recommendation for payments to be made and / or carry out such site investigations and tests;

5. make recommendations for any further investigations that may be necessary to verify the available tests and as appropriate, prepare a report of these further investigations;
6. contact the relevant authorities and discuss the current and future impact of any contaminants present on the site or ground water, aquifers and surface water courses; report the outcome of these discussions and advise on any potential environmental liabilities arising;
7. report in writing on the geology of the site, suitable foundation strata and the suitability of the site in geotechnical and environmental terms for the proposed development and on any limitations thereon;
8. explain and discuss the findings and implications of the report (or reports) and recommendations with the Client and the other Consultants and where requested make presentations to interested third parties.
9. liaise with the Client, and the other Consultants and advise them of any further information which in the opinion of the Engineer should be obtained in respect of any matter which might affect the design or specifications to be prepared by the other Consultants;
10. consult and negotiate with the relevant authorities and statutory undertakers and, where requested, other interested third parties as appropriate in relation to the findings and implications of the reports and recommendations prepared by the Consultant;
11. advise the Client and the other Consultants of any special measures to be taken in respect of conditions encountered on the site and recommend measures for the disposal, containment or remediation of anticipated pollutants and contaminants;
12. document a remediation strategy for treatment and / or removal of any contaminated material on the site and submit to the relevant authority for approval at the appropriate time.

Part 3 General Services

The Services to be performed by the Consultant under and in accordance with this Agreement from time to time as may be necessary or as may be required by the Client including inter alia the following:

- 1 Printing, reproducing or purchasing all documents, drawings, maps, models, photographs and other records necessary for the proper performance of the Services. NOTE: Drawings are assumed generally to be issued in electronic and NOT hard copy. It is assumed that the Client will introduce a dedicated private website for the Consultant's principal means of written communication for the duration of the Project will be by deposit onto and retrieval from such dedicated private website, provided by a specialist provider. All substantive communications in relation to our services regarding the Project (including without limitation drawings, reports, minutes, meeting notes, specifications, sub contract and administrative documents, letters, memos) shall be deposited on

- the website in a format and with file names/references, which are agreed by the Project Team and the Client and which may be modified from time to time by written agreement of the Project Team and the Client. The Consultant shall be forwarded/notified of relevant information to the civil and structural engineering services only.
- 2 Production of presentation models, animations and specialist high resolution CAD images to be by others.
 - 3 Providing information to the other members of the Project Team from time to time as may be necessary to enable them to carry out their respective duties.
 - 4 Co-operating with the contractor(s) during the pre-construction period to enable such contractor(s) to perform their pre-construction period services.
 - 5 Carry out any necessary research for the Project including special constructional techniques and prototypes necessary for the proper performance of the services.
 - 6 Produce monthly reports as required by the Client in respect of matters arising during the carrying out of the services suitable for circulation to any funder and any other interested third party; table such reports at the same monthly meetings if requested by the Client; explain such reports at the same monthly meetings; provide copy of such reports to the Project Manager.
 - 7 Provide a monthly statement of conformity in the form annexed hereto at Part 5 of this schedule.
 - 8 Accompany the Client, any funder and their professional advisors on their inspections of the Project on no more than on a monthly basis.
 - 9 Give the Client reasonable prior notice of and invitation to attend all relevant meetings called by the Consultant in relation to the Project. Attending as necessary or as required by the Client meetings called by the Client in relation to the Project.
 - 10 Keeping full and proper records of all meetings and negotiations chaired and conducted by the Consultant making the same available for inspection by the Client forthwith on request.
 - 11 Review throughout the Project that the Contractor's Proposals submitted comply with the Employer's Requirements for the Project and the drawings and specifications produced by the Consultant; report to the Client; provide copy to the Project Manager, advise the Contractor.
 - 12 Review and comment on drawings prepared by the sub contractors relevant to the civil and structural engineering. The sub contractor responsible for steelwork connections shall provide their fabrication drawings to the Consultant in the format of an A3 paper or other appropriate scale set for review;
 - 13 The Consultant shall implement a sub contractor drawing approval system where "A Action" means that the sub contractor shall execute his works in accordance with such design information; "B Action" means that the sub

contractor shall execute his works in accordance with such design information, but must take on board the comments returned on the drawings in the manufacturer of the elements and resubmit final shop drawings in due course, "C Action" means that the sub contractor must re-submit such design information incorporating the comments for further review by the Project Team) and "D Action" means that the drawing has not been reviewed as it has been submitted but is not relevant to the civil and structural engineering;

- 14 Participate in an agreed project change control procedure and maintain the Consultant's Design Change Register and make available on request to the Client; provide copy to the Project Manager.
- 15 Provide advice and assistance for the purposes of assessing and implementing any changes to the design of the Project required by the Client.
- 16 Provide advice and assistance to the Client to conduct negotiations for approvals, waivers, or relations under building acts or regulations or in respect of other statutory requirements in respect of the Consultant's designs and specifications.
- 17 Review clearance of planning and building regulations conditions; keep copies of all correspondence with the local authority planning and building control department and planning and building regulation consents and evidence of the discharge of planning and building regulation conditions and make available on request to the Client; provide copy to the Project Manager.
- 18 Provide information to the Client and Cost Consultant for carrying out life cycle costing and value management exercises.
- 19 Co-ordinate the designs with the acoustic and fire engineering advice and specifications produced by the Project Team.
- 20 Prepare and procure sample boards and / or presentation materials to the Client for the visible internal and external finishes and fixtures, fittings and equipment where appropriate to our services.
- 21 Recommend surveys and investigations to be carried out by others where appropriate to our services.; obtain quotations; give instructions on behalf of the Client for the same; provide information to allow such surveys and investigations to be undertaken; review and comment of the findings of such surveys and investigations and integrate and coordinate with the Consultants designs as appropriate.
- 22 Provide information and advice on any tenant's base build requirements and assist the Client and other Consultant's for the Project to prepare cost and programme estimates in respect of the same and on Client's instructions integrate and co-ordinate such designs with the base building works and produce architectural information in relation thereto. All information / requirements are to be provided to the Design Team to accord with the design works defined by the main development programme. Any information provided outside the programme dates that requires design input and

- amendments to issued information will be considered and undertaken as an additional service.
- 23 Providing such assistance as the Client may reasonably require in pursuing each and every remedy which the Client may have against any Contractor or any sub-contractor. Providing that any such disputes or differences are not the subject of any adjudication, litigation or any other form of legal action.
 - 24 Providing such assistance as the Client may reasonably require in defending any claim made against him by any Contractor or any sub-contractor. This assistance shall not extend to the detailed examination of any financial claim nor to advising the Client following the taking of any step in or towards any resolution of any dispute or difference or towards any adjudication, arbitration or litigation in connection with the Works.
 - 25 Provide such reasonable assistance to the Client as he may require in pursuing each and every remedy which the Client may have against any third party in connection with the Project. This assistance shall not extend to the detailed examination of any financial claim nor to advising the Client following the taking of any step in or towards any resolution of any dispute or difference or towards any adjudication, arbitration or litigation in connection with the Works.
 - 26 Consider proper representations of any purchaser or occupier or fund made at project or site meetings. All information / requirements / representations are to be provided to the Design Team to accord with the design works defined by the main development programme. Any information provided outside the programme dates that requires design input and amendments to issued information will be considered and undertaken as an additional service.
 - 27 Providing (in the format required by the Client) detailed monthly Project reports and monthly confidential Client reports and other reports on specific matters at times as required by the Client.
 - 28 Copying to the Client all relevant correspondence from or to the Consultant and keep the Client advised of all relevant communication between the Consultant and all other parties relating to the Project.
 - 29 Utilise a computer aided design system and provide electronic information in accordance with any electronic document control/information exchange system implemented by the Client, Project Team and/or Contractor.
 - 30 Participate in a post project audit with other members of the Project Team, including any consultation necessary during the Defects Liability Period.
 - 31 Ensure that the designs produced by the Consultant comply with the Health and Safety at Work Act 1974 and any instruments, regulations and orders made thereunder, any local authority requirements (including those relating to permitted hours of working) and the Control of Pollution Act 1974.

- 32 Carry out risk assessments as appropriate and provide the CDM Co-ordinator with all necessary information and advice in relation to any health and safety risks arising out of the Consultant's design for incorporation in the outline health and safety plan for the Project to be included within the Building Contract tender documents.
- 33 Attend, participate and contribute towards Value Engineering Workshops as required and carry-out resulting actions.
- 34 Attend, participate and contribute towards Risk Workshops as required and carry-out resulting actions.
- 35 Provide designs in accordance with the requirements of the sustainability framework developed for the Project by the Client and Sustainability Consultant.
- 36 From project inception onwards and in conjunction with the Environmental Engineer, develop the design to take account of sustainability and environmental issues to achieve the target BREEAM rating.
- 37 Performing such other duties as may reasonably be required by the Client.

Part 4
Additional Services

The Client may from time to time in writing instruct the Consultant to carry out Additional Services including (but not limited to) the following:

- 1 Provide assistance in connection with planning appeals or public enquiries.
- 2 Provide advice and assist the Client in the submission of and settlement of any substantial claims pursuant to the Project insurances.
- 3 Carry out any additional work consequent upon the receivership, administration or liquidation of the Building Contractor or any sub-contractor or supplier.
- 4 Provide such assistance as the Client may reasonably require in pursuing each and every remedy which the Client may have against any Building Contractor or sub-contractor following the issue of any adjudication notice or litigation and provided the Consultant is not otherwise a party to such proceedings.
- 5 Provide models of the Project as a whole or in part.
- 6 Perform such other duties as may reasonably be required by the Client to secure the completion of the Project to the extent such duties are not required pursuant to the preceding parts of this Schedule.
- 7 Provide a Resident Engineer
- 8 Modify and revise any completed design, specification, drawing or other document prepared in whole or in part by the Consultant following instructions from the Client to do so after it has "sign off" of the documents issued for tender provided that any such modification or revision is not required as a result of a default by the Consultant.
- 9 After Practical Completion, provide information required by others for settling final account

Part 5
Monthly Statement of Conformity

THE PROJECT	
MONTHLY STATEMENT OF CONFORMITY	
CONSULTANT:	PERIOD:
<p>In carrying out our services in accordance with the scope of our terms of appointment and most particularly in respect of our review of designs, fabrication and installation drawings and specifications produced by sub-contractors and other consultants and our periodic inspections of the works in progress on and off-site we can advise that work is proceeding generally in accordance with the relevant terms of the Building Contract and the designs, drawings and specifications produced by ourselves.</p> <p>Particular areas identified this period as not in accordance with the relevant terms of the Building Contract are:-</p> <p>1.0 Designs, drawings and specifications:-</p>	
<p>2.0 Off-Site works in manufacture:-</p>	
<p>3.0 Works in progress on site:-</p>	

THE PROJECT	
MONTHLY STATEMENT OF CONFORMITY	
4.0 Tests, samples and benchmarks:-	
5.0 Works offered as completed:-	
CONSULTANT:	PERIOD:

THE PROJECT

MONTHLY STATEMENT OF CONFORMITY

We have undertaken the following reviews of designs, drawings and specifications and carried out the following inspections of on and off site works and witnessed the following tests in the period:-

The following matters of non-conformance remain outstanding from our previous reports:-

Signed:

(A)

Position:

.....

THE PROJECT	
MONTHLY STATEMENT OF CONFORMITY	
Name:	Date:

Schedule 4 The Brief

1 PROJECT DESCRIPTION

The works contained within this brief relate to the redevelopment of 251-258 Tottenham Court Road and One Bedford Avenue, W1 London.

The proposals include the demolition of the existing buildings at 251-258 Tottenham Court Road and One Bedford Avenue and redevelopment to provide commercial offices and retail units comprising a total of circa; 115,000 sq ft, delivering a retail and office accommodation over basement, ground and seven upper floors.

Designed by Bennetts Associates, the building will offer approximately 14,000 sq ft gross internal area of retail accommodation with full-height 4.8m shop fronts to Tottenham Court Road designed to satisfy the requirements of large retailers. The seven office floors will range in size from approximately 12,000 sq ft at the lower levels, stepping back to approximately 4,500 sq ft on the 7th floor.

1.1 Demolition of Existing Building

The building will be vacated Q4 2013, enabling the structural demolition to progress.

The existing building contains asbestos as set out in the asbestos survey report. Further intrusive investigations are required and all asbestos is to be removed as part of the demolition works. All of the existing structure is to be demolished down to the underside of the existing basement slab.

1.2 General Requirements

- 1.2.1 All new works to the building will be designed and constructed in accordance with current statutory requirements including the requirements of the relevant Statutory and Local Authorities.
- 1.2.2 The design, materials and workmanship forming part of the new works will comply with all current British Standards and Codes of Practice, as at date of the specification.
- 1.2.3 The new services installations are to be designed, installed, controlled and commissioned in accordance with the current recommendations of the Chartered Institute of Building Services Engineers.
- 1.2.4 The requirements of the Construction Design and Management Regulations will be complied with.
- 1.2.5 Materials will be selected for their durability and low maintenance. The economic design life of the buildings new components are: Structure - 60 years; Roofing – 25 years, Services - 10-25 Years.
- 1.2.6 The scheme will include all works properly required by adjoining owners under
- 1.2.7 Party Wall Agreements (or other agreements) to the satisfaction and agreement of the adjoining owners.

- 1.2.8 The design for the office accommodation will:
- (a) Provide a high degree of flexibility;
 - (b) Provide capability to sub-let the building floor by floor, as well as each floor being sub-divided into two tenancies;
 - (c) Provide occupants with a high environmental standard, including BREEAM 2011 Excellent Rating and 'B' rating for Energy Performance Certificate;
 - (d) Provide a low maintenance cost effective and energy efficient building.
- 1.2.9 All materials, fittings, design details, workmanship, machinery equipment are to be of high quality.
- 1.2.10 The building will have been approved under the Town and Country Planning Acts.
- 1.2.11 The design will recognise the requirements of the DDA legislation and will seek to deliver a building that is accessible to all. To this end an Access Statement has been produced and submitted to the Local Authority.
- 1.2.12 The building is to be designed such that the office accommodation can be occupied 24 hours per day, seven days per week.

Schedule 5
The Fee

- 1 The Fee is the lump sum of £318,600.00 exclusive of value added tax.
- 2 Instalments of the Fee referred to in Clause 8.2 are as follows:

No	Due Date	Amount	Project Stage
0	PAID TO DATE	£43,500.00	
2	28 Sept 2014	20,000.00	Design 3&4
3	26 October 2014	20,000.00	Design 3&4
4	28 November 2014	20,000.00	Design 3&4 ./ demo
5	28 December 2014	20,000.00	Design 3&4 ./ demo
6	25 January 2015	20,000.00	Demolition
7	26 February 2015	15,000.00	Demolition
8	28 March 2015	15,000.00	Demolition
9	26 April 2015	15,000.00	Demolition
10	28 May 2015	15,000.00	Demolition
11	28 June 2015	15,000.00	Construction
12	29 July 2015	5,000.00	Construction
13	28 August 2015	5,000.00	Construction
14	27 Sept 2015	5,000.00	Construction
15	28 October 2015	5,000.00	Construction
16	28 November 2015	5,000.00	Construction
17	27 December 2015	5,000.00	Construction
18	27 January 2016	5,000.00	Construction
19	27 February 2016	5,000.00	Construction
20	27 March 2016	5,000.00	Construction
21	28 April 2016	5,000.00	Construction
22	28 May 2016	5,000.00	Construction

23	26 June 2016	5,000.00	Construction
24	29 July 2016	5,000.00	Construction
25	28 August 2016	5,000.00	Construction
26	28 Sept 2016	5,000.00	Construction
27	28 October 2016	2,500.00	Construction
28	27 November 2016	2,500.00	Construction
29	29 December 2016	2,500.00	Construction
30	26 January 2017	2,500.00	Construction
31	26 February 2017	2,500.00	Construction
32	26 March 2017	2,600.00	Completion / Final Account
42	26 January 2018	10,000.00	End of Defects
TOTAL		318,600.00	

3 Exclusions from the Fee (reimbursable expenses) referred to in Clause 9.1 are as follows:

- Travel and disbursements outside of the M25

4 Hourly rates referred to in Clause 9.3 are as follows:

Role	Hourly Rate (£/hour)
Principal Director	£145
Regional Director	£115
Senior Engineer	£75
Engineer	£55
REVIT Technician	£65

**Schedule 6
Third Party Rights Schedule (Freeholder)**

(in favour of the Freeholder in accordance with Clause 5.2)

1 DEFINITIONS AND INTERPRETATION

In this Schedule, unless the contrary intention appears, "**Appointment**" means the contract of appointment to which this Schedule is annexed (and any further agreement varying or supplementing it) under which the Client has engaged the Consultant to perform the Services.

2 WARRANTIES AND UNDERTAKINGS

2.1 The Consultant warrants to the Freeholder that it has carried out and will continue to carry out its duties and obligations under the Appointment in compliance with the terms of the Appointment.

2.2 Without prejudice to the generality of paragraph 2.1 of this Schedule, the Consultant warrants to the Freeholder that the Consultant:

- (a) has exercised and will continue to exercise in its design of the Project, all the skill, care and diligence to be reasonably expected of an appropriately qualified and competent professional architect which is experienced in carrying out work of a similar nature, size, scope and complexity to the Project;
- (b) has and shall continue properly and diligently to perform all of its duties and obligations under the Appointment in accordance with the requirements of the Appointment but not as to exclude the exercise of independent judgement on the part of the Consultant and will owe the same duties (including, without limitation, duties of care) to the Freeholder as those owed by the Consultant to the Client; and
- (c) has not used, specified for use or approved the use and shall not use, specify for use or approve the use of any goods, materials, substances or products not in accordance with the guidelines contained in the current version of the publication "Good Practice in the Selection of Construction Materials" or with relevant British and European Standards, Codes of Practice, or otherwise generally known or suspected within the construction or engineering industries at the time of use, specification or approval (as appropriate) to be deleterious to health and safety or to the durability of the Project in the particular circumstances in which they are used.

3 LIABILITY OF THE CONSULTANT

3.1 The obligations and liabilities of the Consultant under or pursuant to Paragraph 2 of this Schedule shall be in addition to and without prejudice to any other present or future liability or obligation of the Consultant to the Freeholder (including, without prejudice to the generality of the foregoing, any liability in negligence) and shall not be released, diminished or in any other way affected by any independent enquiry into any relevant matter which may be made or carried out by or on behalf of the Freeholder by any person nor by any action or omission of any person

whether or not such action or omission might give rise to an independent liability of such person to the Freeholder.

- 3.2 In the event that the Freeholder brings any actions or proceedings arising from any breach of Paragraph 2 of this Schedule, the Consultant shall have no greater liability to the Freeholder than it would have had if the Freeholder had been named as the client under the Appointment, save that the Consultant shall not be entitled to rely on any rights of set-off or counterclaim under the Appointment or at common law.

4 **INSURANCE**

- 4.1 Without prejudice to its obligations under the Appointment or otherwise at law, the Consultant shall take out and maintain:

- (a) for the duration of the Appointment and (provided such insurance is available to consultants in the United Kingdom insurance market at commercially reasonable rates) for a period of 12 years from the earlier of the date of practical completion of the whole of the Project and termination of the engagement of the Consultant under the Appointment, professional indemnity insurance with a limit of indemnity of not less than the amount specified in Clause 10.1(a) of the Agreement for any one occurrence or series of occurrences arising out of any one event in respect of any negligence in the performance of its obligations under the Appointment; and
- (b) for the duration of the Appointment public liability insurance with a limit of indemnity of not less than the amount specified in Clause 10.1(b) of the Agreement for any one occurrence or series of occurrences arising out of any one event in respect of any negligence, error, omission or default on the part of the Consultant in the performance of its obligations under the Agreement,

both such insurances to be maintained with a well-established insurance office or underwriter of repute carrying on business in the United Kingdom.

- 4.2 The Consultant will, as and when required by the Freeholder, provide to the Freeholder written confirmation from its insurance brokers that the Consultant is properly maintaining the insurance described in paragraph 4.1 of this Schedule and that such insurance cover is not subject to any unusual or onerous conditions, limitations, exclusions or excesses.

- 4.3 The Consultant shall inform the Freeholder immediately if the insurance described in paragraph 4.1 of this Schedule ceases to be available in the United Kingdom insurance market as aforesaid or should such insurance cease to be maintained as required by this paragraph 4 for any other reason, in order that the Consultant and the Freeholder may (without prejudice to any other rights or remedies the Freeholder may have) discuss the best means of protecting their respective interests in the Project in the absence of such insurance.

5 **LICENCE**

- 5.1 The Consultant hereby grants to the Freeholder an irrevocable, royalty-free, non-exclusive licence to use and to reproduce all drawings, diagrams, CAD materials, technical data, inventions, computer software, pricing documents, details, plans, models, specifications, schedules, reports, records, data, calculations and all other documents or recorded information of any nature whatsoever, and all revisions

thereof and additions thereto, and the designs and works contained in them, prepared or to be prepared by or on behalf of the Consultant in respect of the Project (the "**Documents**") for all purposes relating to the Project including the execution, completion, maintenance, management, advertisement, occupation, reinstatement, alteration, modification, extension, repair, use, financing (including refinancing), letting and sale of the whole or any part of the Project. Such licence shall also carry the right to grant sub-licences and shall be freely transferable to third parties.

- 5.2 The Consultant shall, if so requested, at any time, execute such documents and perform such acts as may be required to give full effect to the licence granted pursuant to paragraph 5 of this Schedule, including procuring the grant of intellectual property licences from third parties.
- 5.3 The Consultant warrants to the Freeholder that all persons who might be entitled to assert moral rights under Part 1 of Chapter IV of the Copyright, Designs and Patents Act 1988 and/or any other rights of a similar nature in any applicable jurisdiction, in relation to the Documents or the Project have waived those rights and irrevocably consented to the use of their works for all purposes relating to the Project.
- 5.4 The Consultant warrants to the Freeholder that the construction, alteration, modification, extension, maintenance, repair and use of the Project in accordance with the Documents and/or the use of the Documents for any purpose described in paragraph 5 of this Schedule will not infringe any copyright, moral right, related right, patent, design right, database right, trademark, service mark, trade name or other intellectual property right such as know-how, trade secrets or inventions (whether patentable or not) of any third party, and the Consultant shall indemnify the Freeholder from and against any and all losses, expenses, liabilities, claims, costs or proceedings whatsoever arising by reason of this warranty being or becoming incorrect.
- 5.5 The Consultant shall not be liable for the consequences of any use by the Freeholder of the Documents for any purpose other than that for which they were originally provided.

6 **CONTINUING EFFECT**

Notwithstanding the completion of the Project or any part thereof, the provisions of this Schedule shall continue in full force and effect and the Freeholder shall be entitled to commence any action or proceedings against the Consultant for any breach of this Schedule up to the expiry of 12 years from the date of practical completion of the whole of the Project in accordance with the Appointment or 12 years from the termination of the Consultant's engagement under the Appointment (whichever is the earlier) and the parties hereby agree that any provision of the Limitation Act 1980 to the contrary will not apply.

7 **ASSIGNMENT**

- 7.1 The rights (whether present or future), interests and benefits conferred by this Schedule may (without consent of the Consultant being required) be assigned by the Freeholder:
- (a) by way of security to any person providing or which has agreed to provide finance or re-finance in connection with any purchase agreement, agreement for lease or finance agreement in relation to the whole or any part of the Project;

- (b) to any subsidiary or holding company of the Freeholder; and
- (c) any person not described in paragraphs 7.1(a) or 7.1(b) of this Schedule on two occasions only,

and any other assignments shall require the prior written consent of the Consultant, such consent not to be unreasonably withheld or delayed.

7.2 The Consultant shall not be entitled to contend that any person to whom the benefit and/or any of the present or future rights, interests and/or benefits of this Schedule is assigned in accordance with paragraph 7.1 of this Schedule is precluded from recovering under this Schedule any loss incurred by such assignee resulting from any breach of this Schedule (whenever happening) by reason that such person is an assignee and not the original Freeholder or by reason that the original Freeholder or any intermediate assignee of this Schedule did not suffer loss resulting from such breach.

8 **STEP IN RIGHTS**

8.1 Any notice served by a Funder pursuant to paragraph 4 of Schedule 8 of the Appointment shall take priority over any notice served by the Freeholder pursuant to paragraphs 8.2 or 8.3 of this Schedule regardless of which notice was served first in time and the Consultant shall rely on any notice given by the Funder to the exclusion of any notice given by any other Freeholder.

8.2 The Consultant covenants and agrees with each Freeholder that:

- (a) it will not exercise or seek to exercise any right which it may now or at any time hereafter have under the Appointment or otherwise to terminate its engagement under the Appointment without first giving to the Freeholder not less than 21 days' prior written notice of the Consultant's intention specifying the ground for the proposed termination. Notwithstanding any provision of the Appointment (unless terminated by the Client) the Consultant's engagement under the Appointment shall not otherwise terminate and the Consultant shall continue to diligently perform its obligations under the Appointment during such 21 day period; and
- (b) if within the period of 21 days from the service of such notice (exclusive of the date of service) the Freeholder serves written notice to the Consultant requiring the Consultant to accept the instructions of the Freeholder or its appointee to the exclusion of the Client in respect of the Project upon the terms and conditions of the Appointment and subject to paragraph 8.5 of this Schedule the Appointment shall continue in full force and effect as if no right of determination on the part of the Consultant had arisen and the Consultant shall be liable to the Freeholder or its appointee under the Appointment in lieu of its liability to the Client as if the Appointment had always been made between the Freeholder or its appointee and the Consultant to the exclusion of the Client,

and any period under the Appointment for the exercise by the Consultant of a right of determination will nevertheless be extended as may be necessary to take account of the period of notice required under this paragraph 8.2.

8.3 Without prejudice to the generality of paragraph 8.2 of this Schedule, the Consultant further covenants and agrees that in the event of valid termination of the Development Agreement by the Freeholder the Consultant will if so required by notice in writing served by the Freeholder and subject to paragraph 8.5 of this

Schedule accept the instructions of the Freeholder or its appointee to the exclusion of the Client in respect of the Project upon the terms and conditions of the Appointment, following which notice the Appointment shall continue in full force and effect and the Consultant shall be liable to the Freeholder or its appointee under the Appointment in lieu of its liability to the Client as if the Appointment had always been made between the Freeholder or its appointee and the Consultant to the exclusion of the Client.

8.4 The Client acknowledges that the Consultant shall be entitled to rely on a notice served to the Consultant by the Freeholder under paragraph 8.3 of this Schedule as conclusive evidence for the purposes of this Schedule of a material breach by the Client of the finance agreement or valid termination of the Development Agreement by the Freeholder,

provided that the Consultant shall only rely on the notice served by the Freeholder if such notice is accompanied by the copy of a letter to the Client notifying the Client of the Freeholder's intention to serve such notice to the Consultant and where the notices under either paragraph 8.2 or 8.3 of this Schedule are provided no later than 14 days after such notice to the Client.

8.5 It shall be a condition of any notice served by the Freeholder under paragraphs 8.2(b) or 8.3 of this Schedule that:

- (a) the notice is executed and delivered as a deed; and
- (b) the notice includes an undertaking from the Freeholder or its appointee to the Consultant accepting liability for payment of the sums payable under the Appointment including payment of any such sums outstanding at the date of such notice and for performance of the Client's obligations under the Appointment,

and following receipt of such notice the Consultant will be bound by the provisions of 8.2(b) or 8.3 (as the case may be).

8.6 The Consultant's compliance with the provisions of paragraph 8.2 of this Schedule will not be treated as a waiver of any breach on the part of the Client giving rise to the right of determination nor otherwise prevent Consultant from exercising its rights after the expiration of the period of 21 days' notice referred to in paragraph 8.2(a) of this Schedule unless the right of determination will have ceased under the provisions of paragraph 8.2(b) of this Schedule.

8.7 The Client by its execution of the Appointment agrees to the terms and conditions of this Schedule.

**Schedule 7
Form of notice vesting rights in third party**

To: [date]

From:

By Registered Post

NOTICE OF GRANT OF THIRD PARTY RIGHTS

Dear Sirs

[insert Project name] (the "Project")

We write on behalf of [Client].

We refer to your appointment to perform [•]¹ services in connection with the Project dated [•]² (the "**Appointment**"). We hereby serve notice in accordance with Clause 5.2 of the Appointment that the benefit of the rights contained in Schedule 8 of the Appointment vest in [•]³ (company no [•]) whose registered office is at [•] and its permitted assignees (the "**Beneficiary**"). The nature of the Beneficiary's interest in the Project and/or Site is that of a [•]⁴ (as such term is defined in the Appointment).

The rights conferred upon this Beneficiary [do/do not] include the benefit of paragraph 3 and paragraph 4 of Schedule 8 of the Appointment.

The rights conferred upon this Beneficiary [are/are not] subject to paragraph 8 of Schedule 8 of the Appointment.

The Beneficiary's address for service is:

Address: [•]

[Attention:] [•]

You are not required to respond to this notice but we would be grateful if you could please acknowledge receipt.

Yours faithfully,

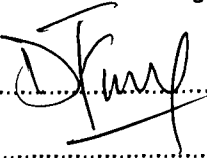
Signed

(print name)

for and on behalf of **[Client]**

¹ Insert Consultant's discipline
² Insert date of Appointment prior to sending notice
³ Insert name, company number and registered office of relevant third party prior to sending notice
⁴ Describe interest of the third party, e.g. Funder, Purchaser, Tenant, other, prior to sending notice.

We acknowledge receipt of this notice of the vesting of third party rights in the above named third party beneficiary.

Signed 

(print name)

Dated

For and on behalf of [**Consultant**]

Schedule 8
Third Party Rights Schedule (Other Third Parties)

(in favour of a Purchaser, Funder or Tenant in accordance with Clause 5.3)

1 Definitions and Interpretation

- (a) In this Schedule, unless the contrary intention appears, the following definitions apply:

"Appointment" means the contract of appointment to which this Schedule is annexed (and any further agreement varying or supplementing it) under which the Client has engaged the Consultant to perform the Services.

"Beneficiary" means any person identified in a notice issued to the Consultant pursuant to Clause 5.2 of the Appointment and includes any person to whom the benefit of this Schedule and/or any rights arising under it have been validly assigned in accordance with paragraph 7.

- (b) Other terms defined in the Appointment shall have the same meaning when used in this Schedule. The provisions as to interpretation set out in Clause 1.2 of the Appointment shall apply equally to this Schedule.

2 Consultant's warranties

- (a) The Consultant warrants to the Beneficiary that it has observed and performed and will continue to observe and perform all its obligations under or arising out of the Appointment in accordance with the terms of the Appointment, provided always that:
- (i) the Consultant shall owe no greater obligations to the Beneficiary under this Schedule than it owes to the Client under the Appointment;
 - (ii) the Consultant shall be entitled in any proceedings under this Schedule to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs or counterclaims) as if the Beneficiary had been named as a joint employer with the Client under the Appointment.
- (b) Without limiting paragraph 2(a), the Consultant warrants to the Beneficiary that:
- (i) it has exercised and will continue to exercise, in the performance of the Services, all the reasonable skill, care and diligence to be expected of a qualified and competent person experienced in the provision of services of a like nature to the Services in respect of projects of a similar size, scope, nature and complexity to the Project;
 - (ii) unless otherwise instructed or authorised by the Client in writing, it has not specified or authorised for use, will not specify or authorise for use, will not knowingly permit the use and will notify the Beneficiary without delay if it becomes aware of any proposed or actual use in the Project of:
 - (A) any of the materials identified as potentially hazardous in the British Council for Offices report *Good practice in the selection of construction materials* (current edition), other than in accordance with the recommendations as to good practice contained in section 2 of that report; and

- (B) any other material which (or the use of which) does not comply with relevant British Standard Specifications, codes of practice and good building practice current at the time of use or is otherwise generally known at the time of use to be deleterious or harmful to health or to the durability of the Project in the particular circumstances in which they are used.
- (c) The Consultant acknowledges that the Beneficiary shall be deemed to have relied and to continue to rely upon the warranties and undertakings given by the Consultant under this paragraph 2.

3 **Obligations prior to determination of the Consultant's engagement**

- (a) The Consultant shall not exercise nor seek to exercise any right to determine its engagement under the Appointment for any reason, including any breach on the part of the Client, without giving to the Beneficiary not less than 21 days' notice of its intention to do so and specifying the grounds for the proposed determination.
- (b) Any period stipulated in the Appointment for the exercise by the Consultant of a right of determination shall be extended, as necessary, to take account of the period of notice required under paragraph 3(a).
- (c) Compliance by the Consultant with paragraph 3(a) shall not be treated as a waiver of any breach on the part of the Client giving rise to the right of determination, nor otherwise prevent the Consultant from exercising its rights after the expiration of the notice, unless the right of determination shall have ceased under the provisions of paragraph 4.

4 **"Step-in" right**

- (a) The right of the Consultant to determine its engagement under the Appointment shall cease if, within the period of 21 days referred to in paragraph 3(a), the Beneficiary (which expression shall for the purposes of this paragraph 4 include any receiver, administrative receiver or other appointee (in each case a "**Nominee**") appointed by the Beneficiary) shall give notice to the Consultant in the form of the Annex to this Schedule.
- (b) Upon compliance by the Beneficiary with the requirements of paragraph 4(a), the Appointment shall continue as if the right of determination on the part of the Consultant had not arisen and as if the Appointment had been entered into between the Consultant and the Beneficiary to the exclusion of the Client.
- (c) Notwithstanding that as between the Client and the Consultant the Consultant's right of determination of its engagement under the Appointment may not have arisen, the provisions of paragraph 4(b) shall apply if the Beneficiary gives notice to the Consultant and the Client to that effect in the form of the Annex to this Schedule. The Consultant shall be bound to assume that, as between the Client and the Beneficiary, circumstances have occurred which permit the Beneficiary to give notice under paragraph 4(c).
- (d) The Consultant, by acting in accordance with the provisions of this paragraph 4, shall not incur any liability to the Client.
- (e) If the Beneficiary appoints a Nominee to exercise its rights under this paragraph 4, the Nominee shall act on behalf of the Beneficiary and shall have no personal liability to the Consultant, but the Beneficiary shall be liable to the Consultant as

guarantor for the payment of all sums from time to time due to the Consultant from the Nominee.

5 **Use of Proprietary Material**

- (a) The copyright in the Proprietary Material shall remain vested in the Consultant, but the Consultant grants to the Beneficiary an irrevocable royalty-free non-exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with the Project and/or the Site, including (without limitation) the execution and completion of the Project and the subsequent fitting out, maintenance, occupation, management, sale, advertisement, extension, refurbishment, alteration, reinstatement and repair of the Site.
- (b) The licence referred to in paragraph 5(a) carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the determination (for any reason) of the Consultant's engagement under the Appointment.
- (c) Insofar as the Consultant is the author (as defined in the Copyright, Designs and Patents Act 1988) of the Proprietary Material, the Consultant waives any moral rights which it might otherwise be deemed to have under Chapter IV of that Act in respect of the Proprietary Material and the Site.
- (d) The Consultant shall not be liable for the consequences of any use of the Proprietary Material for any purpose beyond which is inconsistent with that for which it was prepared by the Consultant.

6 **Insurance**

- (a) Without limiting its other obligations under this Schedule or otherwise at law, the Consultant shall maintain professional indemnity insurance to cover each and every professional liability which it may incur under this Schedule, with a limit of indemnity of not less than £10,000,000 in respect of each and every claim (with separate annual aggregate limits of £10,000,000 in respect of claims arising out of pollution and/or contamination and of £1,000,000 in respect of claims arising out of asbestos) provided that such insurance continues to be generally available in the European Union market on reasonable terms and at commercially reasonable premium rates to consultants performing services substantially similar to the Services. Any additional premium required by the insurers by reason of the Consultant's own claims record or other acts or omissions or matters or things peculiar to the Consultant shall be deemed to be within commercially reasonable premium rates.
- (b) The insurance referred to in paragraph 6(a) will:
 - (i) be subject only to such conditions and excesses as may be usual in the European Union market at the time; and
 - (ii) be provided by insurers licensed to carry on insurance business in the United Kingdom; and
 - (iii) be maintained from the date of the Appointment and for a period expiring not less than 12 years after the completion of the Services and notwithstanding the expiry or termination of the Consultant's engagement under the Appointment.

- (c) As and when reasonably required to do so by the Beneficiary, the Consultant shall produce documentary evidence that the insurance required by this paragraph 6 is being properly maintained.
- (d) The Consultant shall promptly notify the Beneficiary if at any time it is unable to obtain insurance as required by this paragraph 6 on reasonable terms and at commercially reasonable premium rates or at all or if there is any material reduction in the scope or level of cover offered by such insurance. In this event, the Consultant will continue to maintain insurance on such terms and with such a limit of indemnity as may then be available to the Consultant.

7 Assignment

On notice to the Consultant and without the consent of the Consultant being required, the Beneficiary may at any time assign the benefit of this Schedule and/or any rights arising under it by way of absolute legal assignment:

- (a) where the Beneficiary is a Funder, to any further person providing finance or re-finance in connection with the Project and/or any subsequent purchaser of the Site;
- (b) where the Beneficiary is a Purchaser, to any subsequent purchaser or assignee of the Beneficiary's interest in the Site (subject to a maximum of two such assignments) and/or by way of charge to any mortgagee of the Site;
- (c) where the Beneficiary is a Tenant to any subsequent assignee of the Beneficiary's interest in the Site (subject to a maximum of two such assignments).

Assignments to a Group Company of the Beneficiary shall not require the prior consent of the Consultant and in the case of paragraph (b) and paragraph (c) shall not count towards the two assignments.

8 [Net Contribution]

The Consultant's liability for any breach of its obligations under this deed shall be reduced to the extent that the Consultant can prove that it would have been able to recover a contribution pursuant to the Civil Liability (Contribution) Act 1978 from the main contractor and/or the architect and/or the building services engineer if that other party had executed a deed of warranty in favour of the Beneficiary in terms generally similar to this deed (having regard to the differing nature of their respective functions in relation to the construction of the Project) and had the resources to meet such contribution.]⁵

9 Other Remedies

- (a) Nothing in this Schedule shall in any way limit or affect any other rights or remedies (whether under any contract, at law, in equity or otherwise) which the Beneficiary would have against the Consultant in the absence of this Schedule.

⁵ This paragraph will only apply to third party rights granted to certain Third Parties. The notice granting third party rights will specify whether this paragraph is to apply.

- (b) The liability of the Consultant under this Schedule shall not be released, diminished or in any other way affected by:
- (i) the appointment by the Beneficiary of any person to monitor the carrying out of the Project or to inspect any documents relating to them on behalf of the Beneficiary or the failure to appoint such a person;
 - (ii) any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary; or
 - (iii) any other independent inquiry into any relevant matter which the Beneficiary may make or fail to make.

10 **Notices**

- (a) Any notice or other communication required under this Schedule shall be in English in writing and delivered by hand or sent by recorded delivery to the relevant party at its address or number and for the attention of the individual set out in Schedule 1 of the Appointment in respect of the Client and the Consultant and set out in the notice issued to the Consultant pursuant to Clause 5.2 of the Appointment in respect of the Beneficiary (or as notified in accordance with paragraph 10(b)).
- (b) A party may notify the other party of a change to its details specified in paragraph 10(a). The new address shall take effect as against the other party five business days after receipt of that notice or such later date as may be specified in the notice.
- (c) Without evidence of earlier receipt, communications complying with paragraph 10(a) are deemed received:
- (i) if delivered by hand, at the time of delivery, unless deemed receipt would occur after 5.00pm on a business day, or on a day which is not a business day, in which case deemed receipt will be at 9.00am on the next business day; or
 - (ii) if sent by recorded delivery, at 9.00am on the second business day after posting.
- (d) If a person for whose attention communications must be marked or copied has been specified pursuant to paragraph 10(a), a communication will be effective only if it is marked for that person's attention or copied to that person (as the case may be).
- (e) This Clause does not apply to the service of any document required to be served in relation to legal proceedings.

11 **General**

If any provision of this Schedule shall be found to be ineffective, inoperable or unenforceable for any reason it shall be deemed to be deleted and the remaining provisions of this Schedule shall continue to have full force and effect.

12 **Governing law and disputes**

The application and interpretation of this Schedule and any non-contractual obligations arising in connection with it shall in all respects be governed by English law. Any dispute or difference arising under this Schedule, including disputes

relating to non-contractual obligations, shall be subject to the exclusive jurisdiction of the English courts save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

Annex to Schedule 7
Form of Step-in notice and undertaking

- 1 [We refer to your notice dated [insert date of Consultant's notice] notifying us of your intention to terminate your appointment with [Client] dated [*insert date of appointment*] (the "**Appointment**").]⁶
- 2 In accordance with paragraph 4 of Schedule 8 of the Appointment, we give you notice that we have relied and will continue to rely on the services that you have performed to date under the Appointment and we require you to continue to perform the Services and carry out your other obligations under the Appointment for our benefit.
- 3 In consideration of the above, we agree to assume all responsibilities of [Client] in accordance with the terms of the Appointment and to be bound by the same as if we had always been the "Client" under the Appointment, in the place of [Client]. In particular, we undertake to:
 - (a) discharge, within 21 days of the date of this notice, any sums which have become properly due and payable to you under the Appointment and which remain unpaid; and
 - (b) pay all sums which may subsequently become due to you under the Appointment.

Signed for and on behalf of [Beneficiary]

.....

Director/Authorised Signatory

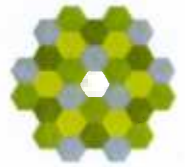
⁶ Delete if paragraph 4(c) of this Schedule applies

**Schedule 9
Plan of the Site**

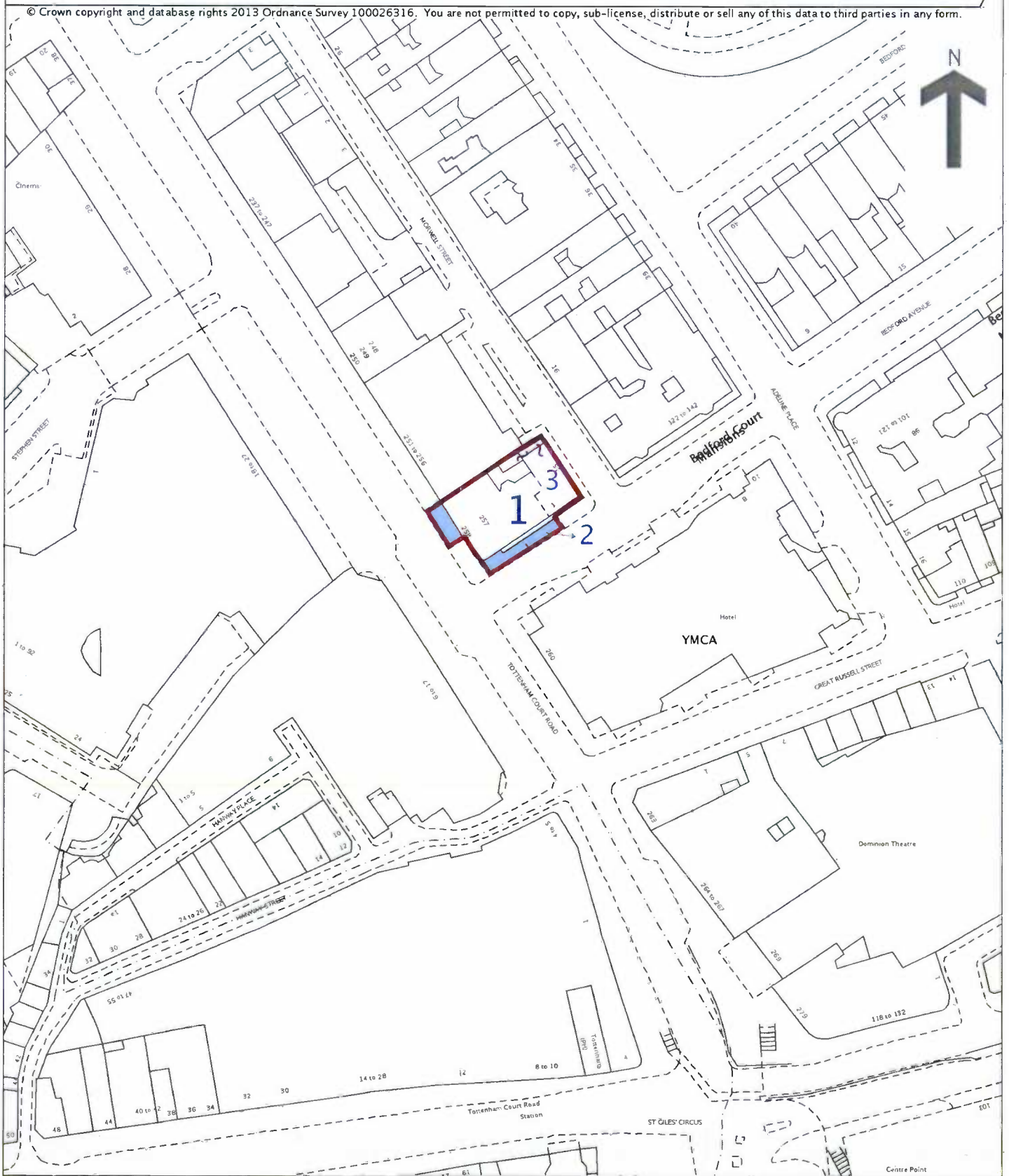
Appended overleaf

Land Registry Official copy of title plan

Title number **LN165808**
Ordnance Survey map reference **TQ2981NE**
Scale **1:1250**
Administrative area **Camden**



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M.B. 25

H.M. LAND REGISTRY

Filed Plan of Title No. LN191865

Scale $\frac{1}{1250}$

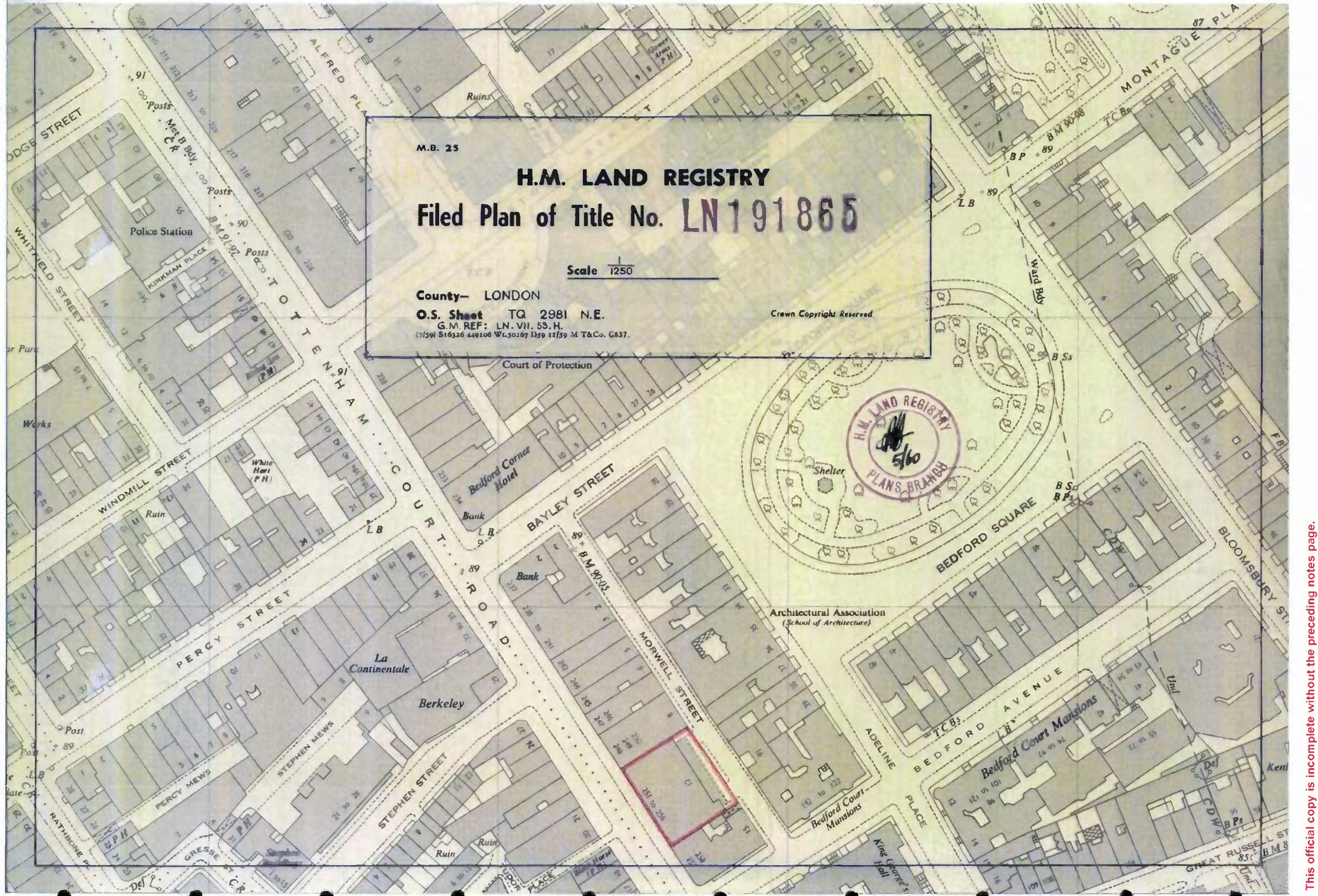
County— LONDON

O.S. Sheet TQ 2981 N.E.

G.M. REF: LN. VII. 53. H.

(1759) S16326 449106 W.L.50267 D59 11/59 M T & Co. G837.

Crown Copyright Reserved



Schedule 10
Deed of novation to a Contractor

DATED [•]

[•]

as Client

[•]

as Contractor

[•]

as Consultant

DEED OF NOVATION

relating to a project at

[•]

DATED [●]

PARTIES

- (1) [●] (company no [●]) whose registered office is at [●] (the "**Client**")
- (2) [●] (company no [●]) whose registered office is at [●] (the "**Contractor**")
- (3) [●] (company no [●]) whose registered office is at [●] OR the persons from time to time carrying on business together in partnership as [●] whose principal place of business is at [●](the "**Consultant**")

BACKGROUND

- (A) By the Appointment, the Client has appointed the Consultant to act in the capacity of [●] in relation to the Works.
- (B) By the Contract, the Client has employed the Contractor to carry out and complete the Works.
- (C) The Client has agreed with the consent of the Consultant to transfer all its rights and obligations under the Appointment to the Contractor and the Consultant has agreed to accept the liability of the Contractor in place of the liability of the Client under the Appointment upon and subject to the terms of this Deed which is supplemental to the Appointment.
- (D) The parties acknowledge that it is their intention that the Contractor should be entitled to recover from the Consultant any reasonably foreseeable damage, loss and/or expense reasonably suffered or incurred by the Contractor arising by reason of any breach by the Consultant of the Appointment whether committed before, on or after the date of this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

"**Appointment**" means the agreement dated [●] between the Client (1) and the Consultant (2) in relation to the Works.

"**Client**" includes such person's successors in title, transferees and assigns.

"**Contract**" means the contract entered into on today's date between the Client (1) and the Contractor (2) whereby the Contractor has undertaken to carry out and complete the Works.

"**Works**" means the design and construction works carried out or to be carried out by the Contractor as more particularly described in the Contract.

- 1.2 An obligation on a party to this Deed to do an act includes an obligation to procure that it is done.
- 1.3 References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- 1.4 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.
- 1.5 Words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.6 The clause headings in this Deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.7 Where the context so admits, references in this Deed to a clause are to a clause of this Deed.
- 1.8 References in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments, regulations and codes of practice made pursuant to it.

2 **NOVATION**

The Consultant releases and discharges the Client from the further performance of its obligations under the Appointment and acknowledges and accepts the liability of the Contractor in place of the liability of the Client under the Appointment.

3 **CONSULTANT'S UNDERTAKING**

The Client releases and discharges the Consultant from the further performance of its obligations under the Appointment and in consideration of such release and discharge the Consultant undertakes to be bound to the Contractor by the terms of the Appointment in every way as if the Contractor was and always had been a party to the Appointment in place of the Client.

4 **WARRANTY**

The Consultant acknowledges and warrants to the Contractor that:

- (a) it has observed and performed and will continue to observe and perform all its obligations under the Appointment exercising all the skill, care and diligence required by the Appointment;
- (b) the Contractor has relied on and will continue to rely on the due observance and performance of such obligations by the Consultant; and
- (c) the Contractor shall be entitled to recover any reasonably foreseeable damage, loss and/or expense reasonably suffered or incurred by the Contractor as a result of a breach by the Consultant of such obligations (whether committed before, on or after the date of this Deed) and the Consultant shall not seek to contend that its liability to the Contractor is in any way diminished or affected or that the Contractor is precluded from recovering any or all of its losses on the ground that the Client has

suffered no loss or that the loss suffered by the Contractor is different in nature or extent from that suffered by the Client as a result of the breach;

provided that the Contractor acknowledges that the Consultant in performing its obligations under the Appointment prior to the date of this Deed was acting solely on behalf of and in accordance with the instructions of the Client.

5 NOTICE OF THE CONTRACT

The Consultant acknowledges that it has been provided with a draft copy of the Contract and undertakes to exercise the skill, care and diligence required by Clause [2.5] of the Appointment in performance of its obligations under the Appointment so as not to put the Contractor in breach of any of its contractual obligations under the Contract and so as not to cause damage, loss and/or expense to the Contractor.

6 CONTRACTOR'S UNDERTAKING

The Contractor undertakes to be bound to the Consultant by the terms of the Appointment and to perform the obligations on the part of the Client under the Appointment in every way as if the Contractor was and always had been a party to the Appointment in place of the Client.

7 CONSULTANT'S ACKNOWLEDGEMENT

The Consultant acknowledges that:

- (a) the Client has paid the sum of £[•] (exclusive of value added tax) to the Consultant under the Appointment prior to the date of this Deed; and
- (b) the Consultant has no outstanding claims against the Client as at the date of this Deed.

8 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

9 NOTICES

Any notice or other communication required under this Deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

10 GOVERNING LAW AND DISPUTES

10.1 This Deed and any non-contractual obligations arising in connection with it shall in all respects be governed by English law.

10.2 The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this Deed, including disputes relation to any non-contractual obligations, save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

EXECUTION PAGE

Executed as a deed by **[CLIENT]**)
in the presence of:)
)

Director

Director/Secretary/Witness

Executed as a deed by **[CONTRACTOR]**)
in the presence of:)
)

Director

Director/Secretary/Witness

Executed as a deed by **[CONSULTANT]**)
in the presence of:)
)

Director



Director/Secretary/Witness

Schedule 11
Deed of novation to a new Client

DATED [•]

[•]
as Old Client

[•]
as New Client

[•]
as Consultant

DEED OF NOVATION

Relating to
[•] at [•]

DATED

PARTIES

- (1) [•] (company number [•]) whose registered office is at [•] (the "Old Client")
- (2) [•] (company number [•]) whose registered office is at [•] (the "New Client")
- (3) [•] (company number [•]) whose registered office is at [•] (the "Consultant")

BACKGROUND

- (A) By the Appointment, the Old Client has employed the Consultant to carry out and complete the Services.
- (B) The Old Client has agreed (with the consent of the Consultant) to transfer all its rights and obligations under the Appointment to the New Client and the Consultant has agreed to accept the liability of the New Client in place of the liability of the Old Client under the Appointment upon and subject to the terms of this Deed, which is supplemental to the Appointment.

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless the contrary intention appears, the following definitions apply:

"**Appointment**" means the Appointment dated [•] between the Client (1) and the Consultant (3) (and includes any further agreement varying or supplementing the Appointment) under which the Consultant has agreed to carry out and complete the Services.

"**Project**" means the [•].

"**Services**" means the services carried out or to be carried out by the Consultant in connection with the Project as more particularly described in the Appointment.

- 1.2 The clause and paragraph headings in this Deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Unless the contrary intention appears, references to numbered clauses are references to the relevant clause in this Deed.
- 1.4 Words in this Deed denoting the singular include the plural meaning and *vice versa*.
- 1.5 References in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.6 Words in this Deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and *vice versa*.

2 NOVATION

- 2.1 The Old Client and the Consultant release and discharge each other from the further performance of their respective obligations under the Appointment and the Consultant acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Appointment.
- 2.2 The Consultant undertakes to be bound to the New Client by the terms of the Appointment in every way as if the New Client was and always had been a party to the Appointment in place of the Old Client.
- 2.3 The Consultant acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Appointment.

3 NEW CLIENT'S UNDERTAKING

The New Client undertakes to be bound to the Consultant by the terms of the Appointment and to perform the obligations on the part of "the Client" under the Appointment in every way as if the New Client was and always had been a party to the Appointment in place of the Old Client.

4 PAYMENT OF SUMS DUE

The Consultant acknowledges that the Old Client has paid to the Consultant the sum of £[●] (exclusive of value added tax) under the Appointment prior to the date of this Deed.

5 NOTICES

Any notice or other communication required under this Deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

6 GOVERNING LAW AND DISPUTES

The application and interpretation of this Deed shall in all respects be governed by English law and any dispute or difference arising under this Deed shall be subject to the jurisdiction of the English courts.

This Deed has been executed as a Deed and delivered on the date stated at the beginning of this Deed.

EXECUTION PAGE

(Deed of Novation to New Client)

Executed as a Deed by **[OLD CLIENT]**)
acting by and in the presence of:)

Director

Director/Secretary

Executed as a Deed by **[NEW CLIENT]**)
acting by and in the presence of:)

Director

Director/Secretary

Executed as a Deed by **[CONSULTANT]**)
acting by and in the presence of:)

Director

Director/Secretary



Schedule 12
Confidential Information Undertaking

[*Client address*]

Company Registration No 07702038

Confidentiality Letter

[*inset date*]

To: [CONSULTANT]

[*Consultant address*]

For the attention of [*insert name*]

Dear Sirs

251-258 Tottenham Court Road and 1 Bedford Avenue, WC1 (the "Property")

We refer to your engagement or possible engagement to act as the architect in relation to the Project (as defined below).

We understand that in connection with the Project you, your offices and employees will need access to Confidential Information. This letter records the terms on which the Client has agreed to provide you with such access. In consideration of your being supplied with the Confidential Information, you undertake to adhere to the terms of this letter.

- In this letter, the following terms have the meanings given to them below:

"**Client**" means **BEDFORD AVENUE TRUSTEE LTD** (a company incorporated in Jersey with registered number 114151) and **BEDFORD AVENUE TRUSTEE TWO LTD** (a company incorporated in Jersey with registered number 114202) each of whose registered office is at 15 Union Street, St Helier, Jersey JE2 3RF as trustees of One Bedford Avenue Unit Trust.

"**Development Manager**" means Exemplar Properties Limited (company no 07700709) whose registered office is at Kent House, 14-17 Market Place, London W1W 8AJ or any other person that we notify to you is to act as our "**Development Manager**".

"**Project**" means the design, demolition and construction of a high quality commercial office / retail development at the Property.

"Other Party" means in relation to an entity that entity, that entity's parent and subsidiary undertakings and any subsidiary undertakings of a parent undertaking of that entity.

"Representatives" means in relation to an entity that entity, a director, officer, employee, consultant or professional advisor of that entity.

1 **YOUR OBLIGATIONS**

1.1 For the purposes of this letter "Confidential Information" means and includes:

- (a) information of whatever nature (including, but not limited to, written, oral, visual and electronic, analyses, compilations, studies and other documents) relating to the Property, the Project, the Client and/or any Other Party whether or not in existence at the date of this letter which is disclosed to you or your Representatives directly or indirectly whether before or after the date of this letter, either in writing or orally;
- (b) information of whatever nature obtained by observation during visits to the Property or the Project;
- (c) information of whatever nature relating to any current and/or future security, operational and or maintenance procedures discussed or implemented in relation to the Property or the Project;
- (d) any and all documents and information relating to the design and intellectual rights related to the Property or the Project; and
- (e) the existence of this letter.

1.2 In consideration of Confidential Information being made available to you, you hereby irrevocably undertake to the Client as follows:

- (a) you shall treat and safeguard as confidential all of the Confidential Information and shall take all precautions to prevent any third party or any unauthorised person from having access to the Confidential Information;
- (b) you shall only use, copy and store the Confidential Information for the purpose of preparing and negotiating (if selected to negotiate) a bid for the Project and, if appointed to the Project, for any other matters directly relating to the performance of a contract for the Project. You will not, nor permit or assist any third party or any unauthorised person to make use of the Confidential Information for any other purpose;
- (c) the Confidential Information shall not, without the Client's prior written consent, be disclosed, in whole or in part, to any other person or used for any purpose other than the Project;
- (d) you shall return to the Client upon demand any and all of the Confidential Information without keeping any copies thereof;
- (e) no announcement or disclosure of your role in the Project will be made or permitted without the Client's prior written consent;
- (f) you shall assist the Client in identifying and preventing any unauthorised use, disclosure or reproduction of any Confidential Information;

- (g) the provisions of this paragraph 1 shall continue indefinitely irrespective of whether you are engaged in relation to the Project or not.
- 1.3 Your obligations in this paragraph 1 shall be inoperative as to any particular portion of the Confidential Information which you can clearly establish:
- (a) is or becomes a matter of general public knowledge through no fault of yours or of your Representatives;
 - (b) is rightfully received by you from a third party who lawfully had such Confidential Information without being subject to a duty of confidentiality;
 - (c) is disclosed under operation of law pursuant to paragraph 1.4 below, but solely to the extent of permitting such disclosure; or
 - (d) is permitted to be disclosed by you with the prior written approval of the Client.
- 1.4 If you are required by a legal or regulatory body to disclose any of the Confidential Information, you shall provide immediate notice to and seek the Client's direction prior to any such disclosure.
- 1.5 Upon the written request of the Client, you shall promptly redeliver to the Client, or destroy irretrievably Confidential Information, whether furnished by the Client or prepared by you, and neither you nor any of your Representatives shall retain any copies, extracts or other reproductions of the Confidential Information.
- 1.6 You shall send a copy of any notice, requests or information sent to us under this letter to the Development Manager at the same time as such notice, request or information is sent to Client.

2 GENERAL

- 2.1 Except that the terms of this letter are for the benefit of and may be enforced by each Client, a person who is not a party to this letter shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 2.2 You understand that neither the Client, nor any Other Party has made or makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, or shall have any liability to you resulting from the use by you or any other party of the Confidential Information or any actual or alleged omission therefrom.
- 2.3 This letter shall be governed by and construed in accordance with English Law.

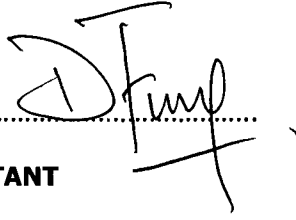
Please indicate your agreement with the above by signing and returning the enclosed copy of this letter.

Yours faithfully

For and on behalf of **BEDFORD AVENUE TRUSTEE LTD** (a company incorporated in Jersey with registered number 114151) and **BEDFORD AVENUE TRUSTEE TWO LTD** (a company incorporated in Jersey with registered number 114202) each of whose registered office is at 15 Union Street, St Helier, Jersey JE2 3RF as trustees of One Bedford Avenue Unit Trust.

We have read and agree to the terms of the above letter

Signed by:

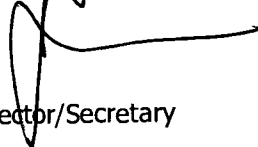

A handwritten signature in black ink, appearing to be 'D. F. M.', written over a dotted line. The signature is stylized and includes a horizontal line above the first letter and a vertical line extending downwards from the end.

For and on behalf of **CONSULTANT**

EXECUTION PAGE

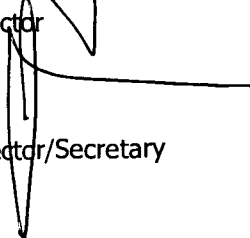

Signed as a deed
by **BEDFORD AVENUE TRUSTEE LTD**
acting in its capacity as joint trustee of
ONE BEDFORD AVENUE UNIT TRUST
acting by a director and its secretary or by
two directors

)
)
)
)
)
)
)
Director
Director/Secretary



Signed as a deed
by **BEDFORD AVENUE TRUSTEE TWO LTD** acting in its capacity as joint trustee
of **ONE BEDFORD AVENUE UNIT TRUST** acting by a director and its
secretary or by two directors

)
)
)
)
)
)
)
Director
Director/Secretary



Signed as a Deed by **WATERMAN STRUCTURES LIMITED** acting by:

)
)
Director
Director/Secretary/Witness

