



MMP DESIGN
CONSULTING CIVIL AND STRUCTURAL ENGINEERS

Our ref: 4511/Fee/01/ajs

Date: 28th September 2015

LETTER OF APPOINTMENT

To: Mr and Mrs Etingen
Flat 11 Columbus Drive
Spaniards Road
London NW3 7JD

From: MMP Design Ltd.
First Floor, Unit 6
Union Park, Packet Boat Lane
Uxbridge, UB8 2GH

Dear Mr and Mrs Etingen

RE: 55 LANCASTER GROVE, LONDON NW3 4HD (the Works)

We write to record the basis upon which we will provide services to you as Structural Engineers in connection with the Works. The terms of our appointment in this regard shall be governed by the terms of this letter unless otherwise agreed by us in writing. We would be grateful if you would confirm your agreement by signing the enclosed copy of this letter and returning it to us as soon as possible.

Services To Be Performed (Services)

Details of your stated Requirements and the Services which we will provide to fulfil those Requirements under this Appointment are as listed in the attached Schedule 1. (If additional services become necessary, additional fees will be payable).

You will provide us with all information in your possession that is relevant to the Services or which we will reasonably request from you. You will also give us in good time the decisions, consents and approvals we need.

We will keep you informed as to the progress of the Services and inform you promptly of any issue which could significantly affect the scope of the Services, the performance of the Services or the fees.

We will not without your prior written consent disclose to any person any private or confidential information concerning you or the Project save in the proper course of our business or to our professional advisers or insurers or as required by law.

cont/.....

Duty Of Care

We agree to exercise all reasonable skill care and diligence in the performance of the Services and shall discharge our duties in a timely manner provided we receive all necessary data and information within a reasonable time.

Terms Of Appointment

1. Our Services are personal to you and shall be limited to those matters expressly stated herein.
2. We will only be required to undertake inspection of the Works if expressly stated in Schedule 1. Such inspections will be limited to periodic visits to the Works in order to check that they are proceeding generally according to our design intention provided that this duty shall not include any responsibility for the quality of materials or workmanship.
3. If it becomes clear that additional consultants or specialists are required then they will be directly appointed by you. However, if so instructed, we will act as your agent (disclosing you as principal) in the appointment of such consultants or specialists after receiving your prior approval.
4. Where consultants or specialists are appointed either directly or by us as your agents, then we will co-ordinate and integrate their work, if requested by you, but cannot accept any responsibility whatsoever for the performance of their duties.
5. Subject to Clauses 6-9 below our liability hereunder shall be limited to the reasonable cost of repair arising from any defect in the Works by reason of our breach of duty hereunder and shall exclude any other economic or financial loss whatsoever **PROVIDED ALWAYS** that any liability for personal injury or death resulting from our or our employees' negligence shall not be excluded.
6. Net Contribution - without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs the liability of the Consultant for any claim or claims under this Agreement shall be further limited to such sum as it would be just and equitable for the Consultant to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims ('the loss and damage') and on the assumptions that:
 - i. all other consultants, contractors, sub-contractors, project managers or advisers engaged in connection with the Development have provided contractual undertakings on terms no less onerous than those set out to the Purchaser in respect of the carrying out of their obligations; and
 - ii. there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Purchaser and any other party referred to in this clause and any such other party who is responsible to any extent for the loss and damage is contractually liable to the Purchaser for the loss and damage; and
 - iii. all such other consultants, contractors, sub-contractors, project managers or advisers have paid to the Purchaser such sum as it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

7. Limitation of Liability - notwithstanding anything to the contrary contained in this Agreement, the liability of the Consultant under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed the sum £1m.
8. Liability not to exceed amount of Insurance (evaporation) - further and notwithstanding anything to the contrary contained in this Agreement and without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, the liability of the Consultant under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim shall not exceed the amount, if any, recoverable by the Consultant by way of indemnity against the claim in question under professional indemnity insurance taken out by the Consultant and in force at the time that the claims or (if earlier) circumstances that may give rise to the claim is or are reported to the insurers in question.
9. Equal Rights in Defence - the Consultant shall be entitled in any action or proceedings by the Purchaser to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability as it would have against the Client under the Appointment.
10. Our services will continue until Practical Completion of the Works or until our appointment is terminated by reasonable notice given to either side.
11. In respect of the Services, you will pay us fees and expenses described in the attached Schedule II.
12. Any dispute or difference arising out of this Agreement shall be:

(governed by and construed in accordance with English law and both parties agree to submit to the exclusive jurisdiction of the English Courts).

Or
(referred to arbitration to a Fellow of the Chartered Institute of Arbitrators to be mutually agreed by both sides or, failing an agreement, nominated by the President for the time being of the Chartered Institute of Arbitrators).
13. This appointment contains the whole agreement between us and supersedes any other statements made.

Yours faithfully

Director

Enc.

 29/9/15

We confirm the terms of this Appointment for and on behalf of

Signed:

SCHEDULE I

Client's Requirements and Schedule of Services

PART A: Client's Requirements

PART B: Services

Services are as letter from MMP Ltd.ref
Our ref: FB/1364/Fee01AA/AJS

Date: 5th May 2015

Mr. H. Busiakiewicz
BB Partnership Ltd.
Units 33-34
The Studios
8 Hornsey Street
LONDON
N7 8EG
(attached)

SCHEDULE II

Schedule of Fees and Expenses

Fee is lump sum of £27,750 + VAT.

This fee will be payable in instalments as the work progresses.

Additional duties outside the Services will be reimbursed at hourly rates as follows:-

Director	£110/hour + VAT
Engineer	£100/hour + VAT
Technical	£60/hour + VAT

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Our ref: FB/1364/Fee01AA/AJS

Date: 5th May 2015

Mr. H. Busiakiewicz
BB Partnership Ltd.
Units 33-34
The Studios
8 Hornsey Street
LONDON
N7 8EG

BY EMAIL

Dear Henry,

RE: 55 LANCASTER GROVE, LONDON NW3

Thank you for your e-mail and subsequent telephone conversation. As requested I write to advise you of our proposed scope of service and associated fee.

We confirm having received the BB Partnership Ltd planning drawings FIS/ 001 to 017 and 019 together with the Basement Impact Assessment document and Structural Design and Construction Method Statement documents from Sinclair Johnston and Partners.

We understand that if appointed our involvement will be for the detailed design and construction period only.

We understand that the structural matters relating to Planning permission will still be within the remit of Sinclair Johnston and Partners.

To progress the design it will be necessary to carry out a detailed and intrusive survey into the existing structure at all levels to establish the existing load bearing elements and trace loads down the building. We anticipate that this will be carried out by a specialist in this field to our instruction. The cost will be borne directly by the client.

We anticipate that the new superstructure construction will be of steel framing and load bearing masonry and timber floors. The roof is most likely to be of steel frames and beams and timber rafter infill supporting the roof coverings.

We are not convinced that piling is the best solution in this instance however once we have been appointed and find that it is necessary then we anticipate that this would be procured on a design supply and install basis. We would provide wall loads to enable the design and details to be carried out.

We would like to review the layouts to try to get walls to line up through the building to create an arrangement that maximises the economy of load bearing masonry construction.

We assume that a full design team will be appointed with the Architect as lead consultant, a structural engineer, and M and E consultant as well as a QS.

On this basis we anticipate that our scope of service will be as follows:

- 1) Attend design meetings with the design team as required. We assume that these will be on a monthly basis.
- 2) Visit site to assess access and other restrictions for the site.
- 3) Carry out designs for the work to comply with Part A of Building Regulations.
- 4) Provide drawings and calculations for submission to Building Control.
- 5) Provide working drawings and generic specifications for the structural elements to enable Tenders to be sought.
- 6) We assume that we will be providing an underground drainage layout for the house. It will be necessary to have the existing drainage records for the site and to have a cctv survey carried out to trace the existing and prove it is in a suitable condition for reuse. We can procure the survey on the Client's behalf but
- 7) Provide working drawings to enable the work to progress on site. These will not include steelwork connections or fabrication drawings which would be carried out by a suitably competent structural steelwork sub-contractor.

We have included for all reasonable visits or meetings during the design of the project assuming that fortnightly or more frequent meetings are **not** required. We have also allowed for reasonable visits or meetings during the construction period; if further extraordinary meetings are required, these will be charged at £400 + VAT per meeting.

We have not allowed for protracted Party Wall negotiations. It is not possible to assess the amount of time that will be required for these so we have allowed to issue design information as normal but if further detailed information, redesigns or negotiations are required we anticipate that we will be reimbursed on a time expended basis.

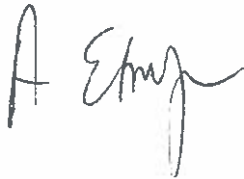
We also anticipate that the Site Investigation report prepared by GEA will be made available and assume that this includes for trial pits exposing the existing foundations.

Our Appointment will be in accordance with The Association of Consulting Engineers Agreement 5: Homeowner 2009. We anticipate that our level of PI cover will be £1 million. If a Warranty is required it will be in the standard format of the CIC/ConsWa/P&T or F.

On this basis our fee will be £27,750 + VAT inclusive of reasonable expenses. This amounts to approximately 2.3% of the anticipated Construction Cost of £1.2million. Fees will be invoiced on a monthly basis as the work progresses.

I trust this is of assistance.

Yours sincerely

A handwritten signature in black ink, appearing to read 'A. Stone', written in a cursive style.

A.J. STONE
Director