

10366NA/NA

7 February 2017

Mr P Gilmartin  
Woolacott Gilmartin  
15A Parliament Hill  
London  
NW3 2SY



Gyoury Self Partnership (St Albans)  
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St Albans, Hertfordshire AL3 6PA  
Telephone: 01727 853553  
www.gyouryself.com  
*Also at Hove and Fareham*

Dear Mr Gilmartin

## **15A PARLIAMENT HILL, LONDON, NW3 2SY**

### **Appointment: Structural Engineer**

We have pleasure in confirming our appointment in relation to the Project upon the terms set out in this appointment.

#### **1. Services**

We will provide the services the Services as set out in Schedule 1, and will do so promptly and will use the level of skill and care set out in paragraph 2 below.

You may instruct variations to the Services (including the omission of services, whether or not the omitted services is to be undertaken by another consultant or contractor engaged by us) or additional services and any variations or additional services shall not invalidate our appointment. If we are required to carry out additional services, then you will pay us a fair and reasonable additional payment for such additional services performed by us provided we have obtained our prior written instruction or consent to the carrying out of such additional services.

#### **2. Duty of Skill & Care**

In performing the Services we will exercise all the reasonable skill, care and diligence to be expected of properly qualified professional structural engineers who have held themselves out as competent to perform such services and who are to perform or have performed such services having due regard to the size, scope, nature, complexity and value of the Project.

#### **3. Personnel**

We warrant to you that we have allocated and that we will continue to allocate adequate resources to the Project to enable us fully to perform the Services.

#### **4. Copyright & Confidentiality**

We will provide you with such information, proprietary material, drawings and documents relating to the Services as you may request from time to time and we hereby grant to you an irrevocable royalty-free assignable and sub-licensable copyright licence in any such information, proprietary material, drawings and documents prepared by or on our behalf in connection with the Project. We will not be responsible for any use of the aforementioned documentation other than for which it was prepared by us.

We will keep confidential and not disclose to any person or use any confidential information relating to you or the Project, or otherwise without your consent.



Partners: **Nicholas J Archer** IEng AMIStructE **Philip A Luck** BSc(Hons) CEng MICE  
Consultants: **Christopher Self** CEng FIStructE Eurlng **David I Flatley** IEng AMIStructE MaPS **Griffin Dixon** FRICS CEnv PEng FSPE

Gyoury Self Partnership (St Albans) LLP. A Limited Liability Partnership registered in England and Wales. Partnership No. OC303299  
Registered office: 4b Parkway, Porters Wood, St Albans, Hertfordshire AL3 6PA. VAT Reg. No. 678 9094 66



## **5. Assignment**

We may not assign this appointment and may only sub-contract our services or any part thereof hereunder with your prior written consent.

## **6. Fee**

You will pay us the fee as set out in Schedule 2.

Our fee set out in Schedule 2 includes all our expenses and disbursements incurred in performing the Services but is exclusive of VAT.

## **7. Insurance**

We will maintain professional indemnity insurance in respect of the Services hereunder providing cover of £5,000,000 [Five Million Pounds] for any one occurrence or series of occurrences arising out of any one event for a period expiring 12 years after Practical Completion of the project, subject to the same remaining generally available to consultants of your discipline in the UK market at commercially reasonable rates of premium.

We will provide written evidence of maintenance of such professional indemnity insurance cover to you within 7 days of your request.

## **8. Termination**

You may terminate this appointment at any time by giving 14 days' notice to us. On termination, we will be entitled to the payment of our fees up to the date of termination for Services properly performed in accordance with this appointment Provided That: (i) such payment shall be subject to the delivery to you of all documents we have prepared in the performance of the Services; and (ii) You will not be obliged to make any such further payment in the event termination is due to a material breach on our part (which we have failed to remedy within seven days of a notice to do so) or your insolvency/administration.

## **9. Third Party Warranties**

We shall, within 7 days of our request, execute and deliver a deed of collateral warranty in favour of your bank. Such warranty will be in the form required by the Bank, subject to the approval of our insurers

## **10. Dispute Resolution & Applicable Law**

The adjudication provisions contained in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (S.I. 1998/649) the (the 'Scheme') shall apply to this appointment. The Technology and Construction Solicitors Association shall be the nominating body for the purposes of paragraph 2(1) (b) of the Scheme. The decision of the adjudicator shall be binding on the parties unless and until the dispute is determined by legal proceedings or by agreement.

Save as set out above, all disputes and differences between the parties shall be submitted to the exclusive jurisdiction of the English courts.

This appointment shall be governed by and construed in accordance with English law.

## **11. Other Consultants**

We shall liaise with the other consultants and contractors engaged by you for the Project and those notified to us from time to time to assist in performance of the Services.

## **12. Previous Agreements**

The terms of this appointment supersede any previous agreements or arrangements between us in respect of the Services, and for the avoidance of doubt our own standard terms and conditions of engagement shall have no validity under this appointment.

**13. Effective Date**

Notwithstanding the date of this appointment, the provisions of this appointment shall be deemed to take effect when we first commence performance of the Services.

Notwithstanding the provisions of the Limitation Act 1980 or the method of execution of this appointment the limitation period to bring a claim under or in connection with any breaches of the terms of this appointment shall only expire 12 years after completion of all of the Services hereunder.

**14. Construction (Design and Management) Regulations 2015**

The consultant will carry out and fulfil, in all respects, the duties of a designer under the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Kindly confirm our acceptance to working on the basis set out above by signing and returning the duplicate copy of this appointment.

Yours faithfully

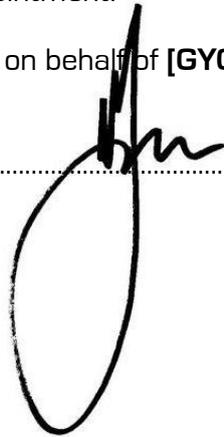
Signature: ..... Name: .....

For and on behalf of **[WOOLACOTT GILMARTIN ARCHITECTS]**

We acknowledge and accept the terms and conditions of the understanding and agreement set out in this appointment.

Signed for and on behalf of **[GYOURY SELF PARTNERSHIP (ST ALBANS)]**

Signature: ..... Name: ..... **NICHOLAS ARCHER** .....

A handwritten signature in black ink, appearing to read 'N. Archer', is written over the signature line. The signature is stylized and includes a large loop at the bottom.

## **SCHEDULE 1 THE SERVICES**

### Substructure

- Design and preparation of General Arrangements for the foundations and ground floor.
- Foundations expected to be 300mm diameter piles with RC capping beam inset from the boundary, with a drained cavity and internal insulation. 400mm basement raft slab.
- Ground floor – steel beams supporting beam and block, layout and beam design by GSP, beam and block by specialist others.
- Where insitu reinforced concrete is specified we allow to prepare rebar fixing drawings and the associated bar bending schedules.
- To inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design.

### Superstructure

- Engineered joists to the upper floors – layout by GSP, design by specialist others.
- Steel framing and isolated beams as required internally to support roof structures, walls and floors.
- Loadbearing masonry walls and piers, including padstones for beam bearings.
- Movement joints to building elevations and details.
- Masonry ties and reinforcement etc.
- Lintel schedule for all door and window openings, internal and external.
- Roof timbers.
- Roof tie, strapping and restraint details.

Information will be provided on bespoke electronic drawings for the substructures and at each structural level above, with critical details in a form suitable for submission, tender and general constructional purposes.

Deliverables are anticipated as:

- Structural calculations covering all elements including the foundations, basement raft floor and walls, ground floor, upper floors, beams and bearings, joists and trimmers, masonry, lintels and roofs except where the individual units are designed by specialist suppliers, for example, piling, precast floors and timber trusses, where we would review and comment upon their information.

- Substructure: General Arrangement and detail drawings for the below ground structures showing the layout including all concrete widths, depths, steps, levels etc including the pile layout, encompassing the foundations, lower ground floor, retaining walls including the agreed waterproofing protection and ground floor etc.
- Superstructure: General Arrangement and detail drawings for the building structure at each level and with critical interface details all showing the layout, position and span and member type for the roof carcassing, upper floors and staircases, as well as all supporting parts including the overall framing, beams, trimmers, lintels and loadbearing masonry strengths. Details will be included for movement joints, masonry ties and reinforcement, strapping and restraint.
- Where insitu concrete work is required we shall prepare reinforcement layout drawings with the associated bar bending schedules.

**SCHEDULE 2  
THE FEE**

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