

---

VINCENT & RYMILL

General Terms & Conditions of Appointment

---

*In relation to:*  
**207 GOLDHURST TERRACE** (“the Development”)  
**LONDON**  
**NW6 3ER**

For:  
**MR. & MRS. M. SOTTI** (“the Clients”)

**Vincent & Rymill** (“the Engineer”)  
Lakeside Country Club  
Frimley Green  
Camberley  
Surrey  
GU16 6PT  
Tel: 01252 834 242  
frimley@vincentrymill.co.uk

## **1. Terms & Conditions of Appointment**

- 1.1. The agreement means these Terms of Appointment together with any documents referred to in these Terms & Conditions.
- 1.2. The Client means the addressee on the front page of this document, namely Mr. & Mrs Sotti.
- 1.3. V&R means Vincent & Rymill, the Engineer.
- 1.4. V&R shall provide the services with reasonable skill, care and attention.

## **2. Variations to Services**

- 2.1. Where variations to the services arise, the Project Engineer will draw these to the Client's attention prior to the extra work being executed. At the same time the Project Engineer will identify any additional costs associated with the extra work and request the appropriate agreement to meet these further charges. The value of such extra work may be expressed in terms of time to be spent, which will be costed according to the rates shown on the standard general conditions schedule in Clause 3 of this Agreement. All requests for extra services, alterations, or variations to the original brief should be instructed in writing.
- 2.2. Any work instructed by the Client either in writing or verbally will be deemed to have sanctioned additional fees unless expressly excluded in writing by the Client.
- 2.3. Additional project liaison/site meetings at the specific request of the Client (or client representative approved by the Client to act on their behalf) shall be charged at time charge rates.
- 2.4. In the event that the project is withdrawn after V&R has been instructed to proceed with any of the above elements, we reserve the right to be paid for any completed design. If any design is not complete at the time of withdrawal, V & R reserves the right to charge a fee based on the number of hours spent on that element.
- 2.5. All fees and expenses are subject to VAT at the rate then current.

## **3. Fees**

- 3.1 As letter

## **4. Disbursements**

- 4.1. Where applicable out of pocket expenses properly incurred for any of the following will be charged:
  - I. Necessary investigations or testing of materials.
  - II. Travelling, hotel and other similar expenses.
  - III. Purchase of all documents, drawings, maps and records.
  - IV. Necessary equipment and specialist services.

## **5. Conditions of Payment**

- 5.1. The Client shall pay V&R for the performance of the services. Fees will be due generally as work proceeds. A schedule of fee payments will be agreed before the contract commences.
- 5.2. All sums due from the Client shall be paid within 14 days of the date of the invoice submitted to the Client from V&R in accordance with the agreed scale of charges to the client.
- 5.3. On receipt of invoice, the Client must raise any queries in writing within 5 days otherwise the invoice is deemed to have been accepted.
- 5.4. The Client will pay to V&R, if applicable, interest under the Late Payment of Commercial Debts (Interest) Act 1998 on all unpaid invoices or at V&R's sole discretion, compound interest at the rate of 8% above the Bank of England Base Rate on all invoices which remain unpaid by the Client after 10 days, together with the full amount of administrative, legal and other costs incurred in obtaining settlement of unpaid invoices.

## **6. Professional Indemnity Insurance**

- 6.1. V&R is required to comply with the regulations of certain professional bodies in respect of the maintenance of professional indemnity insurance above those bodies' limits, a minimum of £2 million, provided that it is available at commercially reasonable rates, as defined for a period of 7 years from the date of practical completion under the building contract or the end of the Agreement, whichever is the later. Such insurance shall be with an insurer who is listed for this purpose by the professional body.
- 6.2. V&R shall on the written request of the Client provide evidence that the insurance is properly maintained.
- 6.3. V&R shall immediately inform the Client if the professional indemnity insurance referred to in Clause 6.1 above ceases to be available at commercially reasonable rates in order that the best means of protecting the respective positions of the Client and V&R can be implemented.

**7. Omissions**

7.1. V&R shall not be liable for any errors or omissions which may result from the information taken from plans, site survey information, etc, supplied by Local Authorities, Statutory Undertakers and other relevant bodies.

**8. Copyright**

8.1. Copyright in all intellectual property documents and drawings prepared by V&R and in any works executed from those documents and drawings shall, unless otherwise agreed, remain with V&R.

8.2. The Client shall not be liable for any use of the documents for any purpose other than that for which they were prepared and provided b V&R.

**9. Assignment**

9.1. Neither the Client nor V&R may assign this agreement without the others written consent, not to be unreasonably withheld.

**10. Third Parties**

10.1. For the avoidance of doubt, nothing in this agreement is intended to confer on any third party any benefit or the right to enforce any term of this agreement pursuant to the Contract (Rights of Third Parties) Act 1999.

**11. Duties**

11.1 Provide structural designs, drawings and details for new basement and where necessary super structure elements. Provide rebar bending schedules for reinforced concrete elements.

11.2 As required by Architect & / or Clients, attend all necessary site and progress meetings on site or elsewhere as advised by Architect/ Client.

11.3 Carry out routine site inspections of site works to confirm compliance with structural design. During basement works inspections shall be of a frequency of no less than fortnightly or more frequent to suit site construction program or as required by Architect or Contractor. Super structure works shall be inspected at a frequency of no less than four weeks or more frequent to suit site construction program or as required by Architect or Contractor.

11.4 Site visits and inspections will be made by a Chartered Engineer/Geologist.

11.5 Notes of visits and inspections will be recorded by Engineer and distrusted to Client and Architect for their records.



T. J. Vincent BSC C.Eng M.I.Struct E.



Francis Williams M Geol (Hons) C. Geol. FGS. Cenv. AGS

I agree to the terms and conditions set out above.

Signed: Matteo Sotti

Name: Matteo Sotti

Date: 30-nov-2017