

**St Ermin's Property Co. Limited
Ground Floor 30 City Road
London EC1Y 2AB**

**Elliot Wood Partnership Limited
241 The Broadway
Wimbledon
London
SW19 1SD**

Date
Dear Sirs,

**Re: The conversion and extension of a residential led scheme at 44 Gloucester Avenue,
London NW1 8JD ("the Development")**

1. Introduction

We wish to appoint you ("You") to perform the Services set out below in relation to the Development on the terms and conditions set out in this letter

2. Instruction to Carry Out Services

We require **You** to undertake the services set out in the schedule annexed ("**the Services**").

You shall commence immediately and shall perform the Services on the terms and conditions set out in this letter and in particular:-

- (a) perform the Services regularly and diligently;
- (b) comply with all reasonable instructions and directions given to you by ourselves on any matter connected with the Development;
- (c) at all times in the performance of the Services exercise the reasonable skill and care to be expected of a professional qualified and competent consultant experienced in carrying out work of a similar nature, size, scope and complexity to Services and the Development;
- (d) where you have already provided Services this appointment shall be treated as commencing when the first Services were provided;
- (e) not specify any materials for use which are considered at the time in the UK construction industry to be deleterious to health and safety or the durability of the Development in the circumstances they are used or contrary to UK or EU regulations; and
- (f) we may instruct you to extend the period for providing the Services from the end of June and each further month shall at the hourly rate referred to above but capped at £10,000 per month provided that such extension shall be in writing from us

3. Obligations of the Consultant

You shall in the performance of the Services comply with all relevant Acts of Parliament, EU regulations and directives, planning permissions, regulations, requirements or by-laws of any local authority, any statutory undertaker or any other body having jurisdiction over the Development.

We will, if requested, provide you with such information, consents and decisions as you shall reasonably request in connection with the Development within a reasonable time.

4. Payment

The fee for Structural engineering services will progress at EW's standard hourly time charge rates plus VAT but capped at £7,500 per month plus VAT.

The following is a complete list split by role:

Our standard hourly time charge rates are stated below.	(Rates apply until end of October 2018)
DIRECTOR	£175.00 per hour
ASSOCIATE DIRECTOR	£140.00 per hour
ASSOCIATE	£120.00 per hour
SENIOR ENGINEER	£90.00 - £110.00 per hour
ENGINEER	£70.00 - £90.00 per hour
SENIOR TECHNICIAN	£100.00 - £110.00 per hour
TECHNICIAN	£60.00 - £90.00 per hour

You shall issue your invoice on the relevant date and the due date shall be the date we receive your invoice. We shall notify you the amount we intend to pay within 5 days of the due date and the final date for payment shall be 28 days after the due date. If we intend to pay less than the amount notified (or in the absence of such notification in your invoice) we shall issue a pay less notice to you not later than 5 days before the due date.

5. Insurance

You shall at all times until the date of 12 years after the completion of the Services maintain professional indemnity insurance to the minimum level of cover of £5,000,000 each and every claim in any one period of insurance in respect of your obligations under this letter, provided that such cover is generally available in the market at reasonable premium rates. Such insurance shall be with insurers or underwriters of repute.

You shall within seven days of any reasonable request, produce to us satisfactory documentary evidence that such insurance is being maintained.

You shall as soon as reasonably practicable notify us if such insurance cover ceases to be available or in your reasonable opinion is likely to become unavailable in the market at reasonable premium rates and shall specify the reason or reasons why such insurance cover is unavailable or is likely to cease to be available.

6. Assignment and Sub-Contracting

You shall not assign or transfer any right or obligation under this letter and shall not sub-contract any part or the whole of the performance of the Services without our prior written consent. Notwithstanding any consent, no assignment, transfer and sub-contracting of all or any portion of the Services shall in any way relieve you of any of your obligations and responsibilities hereunder.

We reserve the right to assign the benefit of our rights under this letter.

7. Instructions

We authorise you to accept all necessary instructions from RFM Management Services Limited

8. Intellectual Property

You hereby grant to us an irrevocable non-exclusive royalty free licence to use and reproduce all drawings, reports, details, plans, calculation, specifications and other work (and the design contained within them) prepared by you or on your behalf pursuant to the instruction contained in this letter for any purpose connected with the Development. This licence shall carry the right to grant sub-licences and shall survive the termination (for any reason) of the instruction contained in this letter.

9. Confidentiality

This is potentially a sensitive project and you shall not without our consent, disclose to any person, or make use of, any information which you possess or acquire relating to us, our business or the Development. This obligation shall continue except in relation to any information which comes into the public domain through no act or omission of you.

You shall not, without our consent release to any third party any information relating to the Development or publish disseminate or authorise the publication or dissemination of any articles, photographs or other illustrations of the Development. You shall not erect on the site your name board without our consent.

10. Termination

If we terminate this instruction (which we may do so at any time by issuing you with a written notice of termination which shall be effective immediately) we will pay your direct and actual costs properly, wholly and necessarily incurred by you in carrying out the Services in accordance with the terms of this letter up to the date of receipt of a notice of termination, and subject to the limit referred to above in paragraph 4 and save where there is a material breach in the performance of your obligations such that we have decided to terminate.

You will not be entitled to any further compensation either in respect of work you have carried out or in respect of the termination of this instruction and you shall have no claim against us for breach of contract, quantum meruit, loss of profit, loss of expectation or other arising from the termination of this instruction and/or any failure to enter into a contract with us.

On termination of this instruction you shall:-

- (i) Deliver to us all design drawings, reports, specifications, programmes and other documents prepared in relation to the Services by you or by sub-consultants on your behalf;
- (ii) Consult with us with regard to any action which you take for the fulfilment or cancellation of all orders or contracts you have made or intended to be made with any of your sub-consultants. If so required by us you shall novate to us, or our nominees, all orders or contracts entered into with your sub-consultants.

If without good cause you withdraw from undertaking the Services or otherwise make yourselves unavailable you shall be liable for all costs and losses incurred by us as a result of that withdrawal.

11. Adjudication

A party may give notice at any time of his intention to refer a dispute arising under this letter to adjudication and the agreement for the appointment of an Adjudicator shall be as set out in the "Model Adjudication Procedures" published by the Construction Industry Council current at the date of reference.

12. Third Party Rights

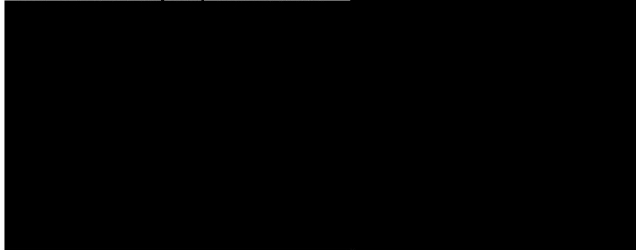
Except as provided in paragraphs 6 and 7 a person who is not a party to this appointment shall not have any rights under or in connection with it.

13. Law and Jurisdiction

This appointment and any dispute or claim arising under it shall be governed by and construed in accordance with the Law of England and Wales.

EXECUTED AND DELIVERED as a Deed on the date of this document

EXECUTED as a Deed by
St. Ermin's Property Co. Limited



SIGNED as a Deed by
Elliot Wood Partnership Limited
acting by a director in the presence of:-

.....
Director

Witness.....
Witness Name
Witness Address.....
.....

Services Schedule

To provide assistance to the Construction Manager RFM Management Services Limited in relation to structural engineering matters at the Development, including attending meetings, providing information and inspecting works at the Property until the end of June 2018

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