

- 4.6 The Employer shall be entitled to retain any amounts it receives pursuant to clause 4.5 (which shall not be held on trust for any person) until either the replacement bond is provided or the date on which all the Listed Items have been delivered to or adjacent to the Works as certified in writing to the Sub-Contractor by the Employer. The Employer shall issue any such certificate as soon as reasonably practicable following delivery of the Listed Items. Any amount due to be paid by the Employer in accordance with this clause 4.6 shall be paid net of any interest which might have accrued upon it.

5 CONTRACTOR AND SUB-CONTRACTOR'S CONFIRMATION

The Contractor and the Sub-Contractor each confirm to the Employer that the Sub-Contract does not contain any term purporting to impede or to impose any condition which must be satisfied prior to any demand being made on this Bond. Each of the Contractor and the Sub-Contractor undertakes to the Employer not to seek to assert or contend in any circumstances that the Sub-Contract contains any such term.

6 ASSIGNMENT

- 6.1 The Employer shall be entitled to assign (including by way of security and by way of re-assignment on redemption of such security) or charge any and all of its rights under this Bond (whether or not accrued) or to novate this Bond at any time to any person, firm or company who takes an assignment or novation of, or a charge over, the Contract or the benefit thereof and in the event of any such novation and the associated assignment of the Employer's rights under this Bond (whether or not accrued) references in this Bond to "the Contract" shall include any new or replacement contract created by such novation.
- 6.2 After service of a notice on the Bank by any funder whose security includes the whole or any part of the Works or the completed Works (the "**Funder**") which confirms that the Funder has exercised its rights of step-in pursuant to the third party rights vested in favour of the Funder under the Contract, the Parties agree that the benefit of this Bond may be assigned by the Employer to the Funder or its appointee (as appropriate) and the Bank's obligations under this Bond shall apply for the benefit of the Funder or its appointee.
- 6.3 The Employer shall notify the Bank of any assignment or novation effected pursuant to this clause 6.

7 THIRD PARTIES

Unless expressly stated in this Bond, nothing in this Bond confers or purports to confer on any third party any benefit or right to enforce any term of this Bond pursuant to the Contracts (Rights of Third Parties) Act 1999.

8 COMMUNICATIONS

- 8.1 Any communication required under this Bond shall be in English in writing.
- 8.2 Any communication which is a notice required under this Agreement shall be delivered by hand or sent by recorded delivery to the relevant Party at its address given above and marked for the attention of its company secretary (or such other address and person as notified in accordance with clause 8.3).
- 8.3 A Party may notify the other Parties of a change to its details referred in clause 8.2. The new details shall take effect as against the other Parties five Business Days after receipt of that notice or on such later date as may be specified in the notice.
- 8.4 Without evidence of earlier receipt, notices complying with clause 8.2 are deemed received:
- 8.4.1 if delivered by hand, at the time of delivery, unless deemed receipt would occur after 5.00 pm on a Business Day, or on a day which is not a Business Day, in which case deemed receipt will be at 9.00 am on the next Business Day; or
 - 8.4.2 if sent by recorded delivery, at 9.00 am on the second Business Day after posting.

- 8.5 If a person for whose attention a notice must be marked or copied has been specified pursuant to clause 8.2, a notice will be effective only if it is marked for that person’s attention.
- 8.6 This clause 8 does not apply to the service of any document required to be served in relation to legal proceedings.

9 COUNTERPARTS

This Bond may be executed in any number of counterparts and by each Party on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts together constitute one instrument.

10 LAW AND JURISDICTION

This Bond and any non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with English law. Subject to the right to enforce a judgment obtained in the English Courts in any other jurisdiction, the Parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof this Bond has been duly executed and delivered as a deed on the date first written above:

Executed as a Deed by)
[BANK])
acting by its attorney)
[insert attorney's name] pursuant to a)
power of attorney dated [insert date])
in the presence of the following witness:)

Signature of witness:

Name of witness (in block capitals):

Address of witness:
.....
.....

Executed as a Deed by)
[CONTRACTOR])
acting by:)

Director:

Director/Secretary:

Executed as a Deed by)
[SUB-CONTRACTOR])
acting by:)

Director:

Director/Secretary:

Schedule to the Form of Bond in respect of Off-Site Items – Notice of Demand

Date of Notice: [insert date]

Date of Bond: [insert date]

Employer: [Employer] (Company No. []) whose registered office is at []

Bank: [Bank] (Company No. []) whose registered office is at []

We hereby demand payment of the sum of £[●] being the amount in respect of Listed Items included in an Interim Payment(s) which has been duly made to the Contractor by the Employer but such Listed Items have not been delivered to or adjacent to the Works. Address for payment: [insert address]

This Notice is signed by the following persons who are authorised by the Employer to act for and on its behalf:

Signed by a duly authorised signatory for and on behalf of the Employer

.....

Signature

.....

Name

.....

Position

SCHEDULE G

Form of Vesting Agreement in respect of Listed Items

..... 202[^{*}]

[CONTRACTOR]

and

[SUBCONTRACTOR]

and

[EMPLOYER]

**FORM OF VESTING AGREEMENT IN RESPECT
OF OFF-SITE ITEMS**

- in connection with -

THE DEVELOPMENT AT [●]

Herbert Smith Freehills LLP

THIS AGREEMENT is made the _____ day of _____ 20[]

BETWEEN:

- (1) **[CONTRACTOR]** (Company No. []) whose registered office is at [] (the "**Contractor**");
- (2) **[SUBCONTRACTOR]** (Company No. []) whose registered office is at [] (the "**Subcontractor**"); and
- (3) **[EMPLOYER]** (Company No. []) whose registered office is at [] (the "**Employer**", which expression shall include its successors in title and permitted assigns).

WHEREAS:

- (A) The Employer has engaged the Contractor to [] in accordance with the terms of a Contract dated [] (the "**Contract**"), which expression shall include any further agreement varying or supplementing it and any new or replacement contract created by the novation of the Contract.
- (B) The Contractor has engaged the Subcontractor to [] in accordance with the terms of a subcontract dated [] (the "**Subcontract**").
- (C) The Employer has agreed to make payment to the Contractor for certain goods, materials and equipment listed in the attached schedule, the ownership in which is to be vested in the Employer under the provisions of the Contract and this vesting agreement (the "**Off-Site Items**").
- (D) The Off-Site Items are stored at [] (the "**Storage Premises**").
- (E) The Subcontractor has agreed to be party to this Agreement for the purposes of confirming that it has entered into a vesting agreement with the Contractor (the "**Subcontractor Vesting Agreement**") whereby the Off-Site Items have been vested in the Contractor and to confirm his compliance with the arrangements set out in this Agreement.

NOW IN CONSIDERATION OF THE EMPLOYER AGREEING TO INCLUDE THE VALUE OF THE OFF-SITE ITEMS IN PAYMENTS TO THE CONTRACTOR IT IS HEREBY AGREED THAT:

1. PRELIMINARY

Terms used in this Agreement shall, unless otherwise defined in this Agreement or stated otherwise, bear the meaning given to them in the Contract.

2. STORAGE AND RELATED PROVISIONS

2.1 The Contractor undertakes to the Employer that it:

- 2.1.1 shall ensure that the Off-Site Items are stored at the Storage Premises, protected and preserved from and against loss, deterioration and damage howsoever caused;
- 2.1.2 shall be liable to the Employer in respect of any claims, loss or damage sustained by the Employer arising out of or in connection with any claims, loss or damage to the Off-Site Items of whatsoever kind and howsoever caused during storage or delivery to site of the Works provided the Employer takes reasonable steps to mitigate the losses which it seeks to recover under this sub-clause 2.1.2;
- 2.1.3 shall deliver the Off-Site Items to the site of the Works as and when instructed by and on behalf of the Employer; and
- 2.1.4 shall not release the Off-Site Items to any person without prior written consent from the Employer.

3. PROPERTY AND RISK IN THE OFF-SITE ITEMS

3.1 The Contractor declares and warrants that:

- 3.1.1 property, title and proprietary rights in the Off-Site Items shall pass to the Employer on the date on which payment is made for them under the Contract by the Employer;
- 3.1.2 the Contractor has title to sell the Off-Site Items proposed to be vested free from encumbrances or third party liens, and there are no conditions applicable to any transaction undertaken between the Contractor and any other party which would have precluded ownership being transferred to the Employer;

- 3.1.3 it shall procure that the Employer may on not less than 24 hours written notice and between the hours of 9 am and 6 pm on a Business Day or any other reasonable time, by its servants or agents or otherwise, enter the Storage Premises for the purpose of removing or inspecting the same;
- 3.1.4 it shall procure that the Off-Site Items will be stored separately and securely from all other works in conditions suitable for the type of Off-Site Items in question and will be clearly marked "Property of []" and held to the order of the Employer; and
- 3.1.5 it shall not move the Off-Site Items or any of them from the Storage Premises until delivery under clause 2.1.3.

- 3.2 It is agreed that notwithstanding clause 2.1.1 risk in the Off-Site Items against loss and damage or any other matter remains with the Contractor until the date of delivery of the Off-Site Items to the site of the Works whereupon risk shall be governed by the terms and conditions of the Contract.

4. **INSURANCE**

- 4.1 Unless and until the Off-Site Items are insured under the construction all risks insurance to be maintained under the Contract, the Contractor shall, or shall procure, that the Off-Site Items are insured against loss or damage for their full value under a policy of insurance protecting the interest of the Employer and the Contractor as composite insureds in respect of any Specified Peril and in respect of loss or damage whilst in transit and until they are delivered to the Site, during the period commencing with the transfer of property in the Off-Site Items to the Contractor until they are delivered to the site of the Works.
- 4.2 The Contractor shall on request in writing by the Employer provide to the Employer the receipt for payment of the last premium of the policy which has been paid together with such other evidence as the Employer may reasonably require to satisfy itself that such policy is being maintained in force.
- 4.3 If the Contractor shall fail to make payment of the premiums under the policy or fail to provide the evidence required, the Employer may make payment of the premium itself direct to the insurers or take out its own insurance and the cost shall be due from the Contractor to the Employer as a debt.

5. **SUBCONTRACTOR AS PARTY**

- 5.1 The Subcontractor undertakes to the Employer that it has entered into a Subcontractor Vesting Agreement whereby:
 - 5.1.1 the property, title and proprietary rights in the Off-Site Items has or have been vested in the Contractor free from encumbrances or third party liens; and
 - 5.1.2 there are no conditions applicable to any transaction undertaken between the Subcontractor and any other party which would have precluded ownership being transferred to the Contractor.
- 5.2 The Subcontractor further undertakes to the Employer and the Contractor that it has not and shall not do anything which would put the Contractor in breach of any of its obligations or cause the Contractor to incur any liabilities under this Agreement.

6. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (as it may be amended from time to time).

7. **ASSIGNMENT**

- 7.1 Neither the Contractor nor the Subcontractor shall assign, novate or otherwise transfer this Agreement or the benefit hereof without the prior written consent of the Employer.
- 7.2 The Employer shall be entitled to assign (including by way of security to any Funder and by way of re-assignment on redemption of such security) or charge its rights, interests and benefits under and pursuant to this Agreement (whether or not accrued) to any party to whom the Contract or the benefit thereof is assigned or otherwise transferred in accordance with the terms of the Contract without the consent of the Contractor or the Subcontractor being required. The Contractor and the Subcontractor shall be notified in writing prior to such assignment.

8. **GOVERNING LAW AND JURISDICTION**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with English law. Subject to the right to enforce a judgment obtained in the English Courts in any other jurisdiction, the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

AS WITNESS the signatures of duly authorised signatories for and on behalf of the parties on the day and year first before written.

Signed by a duly authorised signatory for and on behalf of the Contractor

.....

Signature

.....

Name

.....

Position

Signed by a duly authorised signatory for and on behalf of the Subcontractor

.....

Signature

.....

Name

.....

Position

Signed by a duly authorised signatory for and on behalf of the Employer

.....

Signature

.....

Name

.....

Position

The Off-Site Items are as follows:

[insert description of the Off-Site Items]

SCHEDULE H
Form of Monthly conformity Statement

St Michael's, Jackson's Row, Manchester

MONTHLY COMPLIANCE STATEMENT

Page 1 of

CONSULTANT:

PERIOD:

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 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.

Particular areas identified prior to and during this period as not in accordance with the relevant terms of the Building Contract are:-

1.0 Designs, drawings and specifications:-

2.0 Off-Site works in manufacture:-

3.0 Works in progress on site:-

4.0 Tests, samples and benchmarks:-

St Michael's, Jackson's Row, Manchester	
MONTHLY COMPLIANCE STATEMENT	
5.0 Works offered as completed:-	
Page 2 of 2	
CONSULTANT:	PERIOD:
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:-	

St Michael's, Jackson's Row, Manchester	
MONTHLY COMPLIANCE STATEMENT	
Signed:	Position:
Name:	Date:

SCHEDULE I

SCHEDULE OF THIRD PARTY RIGHTS (SUB-CONTRACTS)

Interpretation

Unless the context otherwise requires, in this Memorandum:

- (A) **"Beneficiary"** means the person in favour of whom third party rights are vested in accordance with the Sub-Contract (including its successors in title and permitted assignees);
- (B) **"Sub-Contract"** means the Sub-Contract (which expression shall include any variation to the terms of the Sub-Contract);
- (C) **"Memorandum"** means this Schedule I of the Building Contract; and
- (D) terms or phrases which are defined in the Sub-Contract shall have the same meaning in this Memorandum.

1 Duty of Care

10.1 The Sub-contractor warrants that:

- 10.1.1 it has carried out or will carry out and complete the Sub-Contract Works in accordance with and subject to the terms of the Sub-Contract; and
- 10.1.2 has observed and performed and will observe and perform all of its duties and obligations expressed in or arising out of the Sub-Contract.

11 Design warranty

11.1 The Sub-Contractor warrants that all reasonable skill and care have been and will be exercised in the following, to the extent of the Sub-Contractor's responsibility for the same:

- 11.1.1 the design of the Sub-Contract Works;
- 11.1.2 the selection of goods, materials, equipment or plant for the Sub-Contract Works; and
- 11.1.3 the satisfaction of any performance requirement or specification of or for the Sub-Contract Works,

and for this purpose, the Sub-Contractor is responsible for any design or the selection of any goods, materials, equipment or plant, whether such design or selection is produced or made by the Sub-Contractor or by another person on the Sub-Contractor's behalf.

12 Prohibited materials

12.1 The Sub-Contractor warrants that it has not specified and shall not specify for use and has not used and shall not use in the Development any Prohibited Materials.

13 Copyright

13.1 The Sub-Contractor grants to the Beneficiary an irrevocable, non-exclusive royalty-free licence to use and reproduce any drawings, details, calculations, specifications and/or all other documents, data and models (including but not limited to BIM data and models) produced by the Sub-Contractor under the Sub-Contract and any designs contained in them (**Documents**) for any purpose connected with the Development and to grant sub-licences in the terms of this licence, but copyright in the Documents shall remain vested in the Sub-Contractor.

13.2 The Sub-Contractor will not be liable for any use of the Documents for any purposes other than those for which the same are or were produced.

13.3 The Sub-Contractor warrants that the use of the Documents for the purposes of the Development will not infringe the rights of any third person.

13.4 The Beneficiary shall on written request and upon paying a reasonable copying charge, be entitled to be supplied by the Sub-Contractor with full and proper copies of the Documents.

14 Insurance

14.1 The Sub-Contractor warrants that there is in force a policy of insurance covering the liabilities of the Sub-Contractor under the Sub-Contract and under this Memorandum in respect of the risks usually covered by such insurance, conforming to the relevant requirements specified in the Sub-Contract.

14.2 The Sub-Contractor agrees to maintain such insurance continuously in place for the relevant period specified in the Sub-Contract, provided such insurance is available on commercially reasonable terms having regard (inter alia) to premiums required and policy terms available.

14.3 Whenever required to do so, the Sub-Contractor shall provide to the Beneficiary documentary evidence that such insurance is being maintained.

15 [Replacement Contractor

In the event of the employment of the Contractor under the Building Contract at any time being terminated by the Employer, for whatsoever reason and howsoever arising, and a reputable replacement contractor (the "**Replacement Contractor**") being employed by the Employer for the carrying out and completion of the Development as and when requested by the Employer the Contractor and the Sub-Contractor shall forthwith execute with the Replacement Contractor a novation agreement in the form required by the Employer acting reasonably by which agreement the Replacement Contractor shall replace the Contractor as though the Replacement Contractor was and always had been the Contractor under the Sub-Contract. The Contractor shall assign to the Employer its rights and benefits under any bond procured by the Sub-Contractor in favour of the Contractor under the Sub-Contract upon service by the Employer of a notice under this clause 4 or completion of novation agreement under this clause.

The Sub-Contractor shall procure that the surety who has issued any bond in favour of the Contractor under the Sub-Contract shall execute such document and perform such acts as may be required fully and effectively to assure the Replacement Contractor that any assignment of such bond has been duly effected and that the bond applies to the new contract created by the novation of the Sub-Contract.]

[Note: paragraph 6 shall be included in third party rights in favour of the Employer only.]

16 Assignment

16.1 The entire rights and benefit of the Beneficiary under this Memorandum may be:

- (a) charged to any Funder;
- (b) assigned as security to any Funder (and may be re-assigned on redemption);
- (c) assigned by absolute assignment to any Group Company of the Beneficiary; and
- (d) assigned by absolute assignment on two other occasions only.

16.2 If the interest of the Beneficiary in the Development is as trustee, it may also assign its rights under this Memorandum to another trustee of the same trust.

16.3 In this Memorandum references to the Beneficiary include where the context admits its permitted assignees, but not Mortgagee so as to permit more than two assignments under clause 8.1(d).

17 Defences and exclusions

17.1 In any claim for breach of clause 0 (Primary obligations) there shall be available to the Sub-Contractor any defence that:

17.1.1 arises from or in connection with the Sub-Contract; and

17.1.2 would have been available if the claim had been brought by the Contractor under the Sub-Contract,

excluding any set-off or counterclaim available against the Contractor.

17.2 The Sub-Contractor shall not be entitled to rely under this Memorandum upon any set-off or counterclaim available against the Contractor, that does not arise from or in connection with the Sub-Contract.

18 Liability for delay

The Sub-Contractor shall not have any liability under this Memorandum for any delay in carrying out the Sub-Contract Works.

19 Extraneous rights

19.1 This Memorandum shall not negate or diminish any duty or liability otherwise owed by the Sub-Contractor to the Beneficiary.

19.2 No approval or inspection of the Development or of any designs or specifications nor the testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate or diminish any duty or liability of the Sub-Contractor arising under this Memorandum.

20 Expiry of warranty

No proceedings shall be commenced against the Sub-Contractor under this Memorandum more than 12 years after the practical completion of the Works under the Building Contract (or, if earlier, more than 12 years after the employment of the Sub-Contractor under the Sub-Contract is terminated).

21 Service of notice

Any notice to be served under this Memorandum must be in writing and must be served by hand or by recorded delivery, and in the case of a corporation must be served at its registered office for the time being. In any other case notice may be served at any address for the time being of the person to be served. Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect 2 days after posting, excluding Saturdays, Sundays and statutory holidays.

22 Governing law and interpretation

22.1 The law of this Memorandum is English law and the English courts shall have exclusive jurisdiction with regard to all matters arising under it.

SCHEDULE J
DATA ROOM CONFIRMATION EMAILS

Johar, Sameer

From: Anthony Kilbride <anthony@Relentlessgroup.co.uk>
Sent: 17 December 2021 21:07
To: Richard Kelly
Cc: Paul Sykes; Johar, Sameer; Ben Goldstraw; Sean Eden
Subject: Re: St Michael's - Contract Documentation Approval

Hi all,
Confirmed too.

Kind Regards,

On 17 Dec 2021, at 21:01, Richard Kelly <Richard.kelly@zerum.co.uk> wrote:

Thanks Paul,

Anthony if you could also confirm by return that the technical documents to the building contract are agreed, final and are the ones set out in the following drop-box link
https://www.dropbox.com/sh/t5s0rkizzk73uq7/AABFfdPa9mxnutAvXNMj9np_a?dl=0,shared

Replying to this email with "**Confirmed**" will be sufficient for this purpose and please keep Anthony and Sameer copied into the reply.

Regards,

Richard

Richard Kelly

Project Director

Manchester

0161 667 0990
07919 895 445

[Click here to visit our website](#)



Zerum Consult Limited
4 Jordan Street
Manchester, M15 4PY
T: 0161 667 0990

5th Floor, 36-38
The Calls,
Leeds, LS2 7EW
T: 0113 532 7676

E: info@zerum.co.uk
W: www.zerum.co.uk

Zerum would like to reassure you that in respect of the spread of coronavirus, we have put into effect mitigation and contingency planning. We continue to closely monitor the Government advice and have measures in place to ensure that Zerum continue to work with you during this period.

- We are following government advice in that all staff members who have capability to work from home will do so.
- All staff members will be contactable on their mobile phones and all calls made to the landline will be answered by our receptionist and a message relayed via email to staff.
- Our IT systems are robust and we have the ability to work remotely and securely from home with full accessibility to our IT systems.
- Our projects will continue to be managed by the Directors and Partners of Zerum allowing us to respond quickly to staff absence, re-allocating resources to progress the work as required.
- We hold daily video and conference calls to maintain communication between all staff members to update on progress and matters arising.
- We have requested all Zerum staff to minimise face to face meetings and if possible make alternative conferencing arrangements.
- We will attend key meetings/site visits in person where necessary and maintain social distancing measures advised by government.

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From: Paul Sykes <P.Sykes@bandk.co.uk>

Sent: 17 December 2021 20:57

To: Richard Kelly <Richard.Kelly@zerum.co.uk>

Cc: 'Anthony Kilbride' <anthony@Relentlessgroup.co.uk>; Johar, Sameer <Sameer.Johar@hsf.com>; Ben Goldstraw <b.goldstraw@bandk.co.uk>; Sean Eden <Sean.Eden@turntown.co.uk>

Subject: RE: St Michael's - Contract Documentation Approval

Confirmed

Paul Sykes

Regional Director

Tel: +44 (0)161 493 1880(x4262) | Mob: 07766 775124

North West Regional Office, 1st Floor, Altitude, Atlas Business Park, Manchester, M22 5PR

[Email](#) | [Website](#)



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or opinions presented are solely those of the author and do not necessarily represent those of the company. Registered Number: 701982 England. Registered Address: High Edge Court, Heage, Belper, Derbyshire DE56 2BW. [BK17122021-MAN]

From: Richard Kelly <Richard.Kelly@zerum.co.uk>

Sent: 17 December 2021 20:45

To: Paul Sykes <P.Sykes@bandk.co.uk>

Cc: 'Anthony Kilbride' <anthony@Relentlessgroup.co.uk>; Johar, Sameer <Sameer.Johar@hsf.com>;

Ben Goldstraw <b.goldstraw@bandk.co.uk>; Sean Eden <Sean.Eden@turntown.co.uk>

Subject: St Michael's - Contract Documentation Approval

[CAUTION: External Email]

Paul,

Please can you confirm that the technical documents to the building contract are agreed, final and are the ones set out in the following drop-box link

https://www.dropbox.com/sh/t5s0rkizzk73uq7/AABFfdPa9mxnutAvXNMj9np_a?dl=0,shared

Replying to this email with "**Confirmed**" will be sufficient for this purpose and please keep Anthony and Sameer copied into the reply.

Regards,

Richard

Richard Kelly

Project Director

Manchester

0161 667 0990

07919 895 445

[Click here to visit our website](#)



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W: www.zerum.co.uk

Zerum would like to reassure you that in respect of the spread of coronavirus, we have put into effect mitigation and contingency planning. We continue to closely monitor the Government advice and have measures in place to ensure that Zerum continue to work with you during this period.

- We are following government advice in that all staff members who have capability to work from home will do so.

- All staff members will be contactable on their mobile phones and all calls made to the landline will be answered by our receptionist and a message relayed via email to staff.

- Our IT systems are robust and we have the ability to work remotely and securely from home with full accessibility to our IT systems.
- Our projects will continue to be managed by the Directors and Partners of Zerum allowing us to respond quickly to staff absence, re-allocating resources to progress the work as required.
- We hold daily video and conference calls to maintain communication between all staff members to update on progress and matters arising.
- We have requested all Zerum staff to minimise face to face meetings and if possible make alternative conferencing arrangements.
- We will attend key meetings/site visits in person where necessary and maintain social distancing measures advised by government.

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