

To: **ZERUM CONSTRUCTION MANAGEMENT LIMITED (Company No.10189918) whose registered office is at 4 Jordan Street, Manchester, M15 4PY**

For the attention of: **Rob Lowe**

Dated: **14th December 2020**

Dear Sirs

DEVELOPMENT AT ST MICHAEL'S, JACKSON'S ROW, MANCHESTER (the Development)

DEMOLITION – KITCHEN EXTENSION TO REAR OF ABERCROMBY PUB

I am pleased to confirm, on behalf of Jacksons Row Developments Limited, your appointment upon the terms of this letter. Notwithstanding the date of this letter, the terms and conditions of this letter will apply from the date of the commencement of the provision of the services under this appointment.

1. You will carry out the services described in Schedule 1 (the **Basic Services**).
2. You shall, on our written request, perform such additional services which are not included in the Services and which are required other than as a result of any negligent or wrongful act or omission on your part and also which involve additional expense to you in relation to the Development as we may reasonably require in writing (the **Additional Services**).
3. You shall perform the Basic Services and the Additional Services (together the **Services**) in accordance with this letter.
4. You will, in carrying out the Services, exercise all the skill, care and diligence reasonably to be expected of a suitably qualified and experienced consultant undertaking services the like of the Services in relation to developments of similar size, scope, nature, purpose and complexity as the Development.
5. We have appointed [Zerum Consult Limited] as our project manager (the **Project Manager**) and have authorised them to act on our behalf in relation to the Development. You will liaise and co-operate with the Project Manager (or any person we appoint at any other time to act as project manager) and any other consultants particularly with regard to co-ordination of design issues and the Services whom we appoint in relation to the Development and notify to you.
6. We or the Project Manager will provide you with such information, consents and decisions relating to the Development and the Services as you may reasonably request in order to carry out the Services or we will give you a reason for not supplying such information or consent or decision.
7. You will comply with any of our instructions, or those of our Project Manager, relating to the Development and the Services. Unless we expressly authorise you to do so, you will not sub-contract the performance of the Services. If you are authorised to do so, you will remain responsible for the performance of the Services in any event, as if you had carried them out yourself.
8. If the Construction (Design and Management Regulations) 2015 (or any part of them) apply to the Development then you will co-operate at all times with the requirements of the principal designer and the principal contractor. If the Services require you to act as a designer under those Regulations then you will comply with all requirements of a designer under those Regulations.

9. Copyright in all design, drawings, reports, programmes, specifications and other documents (including those held on computer disks) prepared or provided by you for or in connection with the Development and in any designs contained in them (the Material) will remain vested in you. You hereby grant to us an irrevocable, royalty-free, non-exclusive licence to copy and use all the Material for any purpose whatsoever relating to the Development and agree that you will not use any of the Material without our prior written consent for the benefit of any other person in connection with the Development or site. This licence carries the right to grant sub-licences. You will not be liable for any use by us or any sub-licensee of any Material for any purpose other than that for which they were prepared and provided by you. You shall provide copies of the Material to us as requested on receipt of reasonable copying costs.
10. For the proper performance by you of the Services we will pay you the sums set out in Schedule 2 (the Fee), however we will not be under any obligation to pay you at all until this letter has been signed by you and returned to us. The Fee is fully inclusive of all costs, expenses, disbursements and profits.
11. Unless otherwise agreed with us, the Fee will be payable in instalments of not less than once a calendar month and each invoice will be submitted on the last working day of each calendar month. You will submit to us invoices made out to Jacksons Row Developments Limited, showing the following information in accordance with the project Fee Payment Procedure:
- (a) the instalment of the Fee of which payment is being requested and the basis on which it is calculated;
 - (b) the amounts on account of the Fee previously paid; and
 - (c) any other sums you consider due to you under the terms of this letter;
- together with such documents, vouchers and receipts as will be necessary for calculating the same or as may be reasonably required by us.
12. We will pay your properly submitted invoices within twenty-eight (28) days of the Due Date (such date being the Final Date for Payment). Save that if you become insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996, we shall not be required to make any payment then due to you. You shall immediately notify us if you make any proposal, give notice of any proceedings or become the subject of any proceedings or appointment relating to any of the matters referred to in such section 113.
13. It is immaterial that the amount we consider to be due may be zero, we will still issue the relevant notice.
14. Any Additional Services performed by you shall be remunerated at a fair and reasonable lump sum price, calculated in accordance with the rates for Additional Services set out in Schedule 2, such sum to be inclusive of expenses and/or disbursements and to be exclusive of any VAT thereon (unless otherwise stated). You and we shall use reasonable endeavours to agree such lump sum in advance of the performance of such Additional Services. This paragraph 16 is subject to the following:
- 14.1 You shall not be entitled to any additional remuneration for any Additional Services provided or costs incurred unless before undertaking or incurring the same you notify us in writing that an additional charge may be made for such services provided or costs incurred.
- 14.2 You shall not be entitled to any additional remuneration for any services provided or costs incurred if the necessity for the same results from your default.

15. You will treat the terms of this letter and all materials produced by you or supplied by us as confidential. Save as is necessary in the performance of the Services, or as we allow in writing, you shall treat as confidential all information relating to this letter and the Development, and shall take all reasonable steps to see that your staff are bound by and adhere to the same duty of confidentiality. All documents made available by us to you in connection with the Development or otherwise must be returned to us on completion of the Services.
16. We reserve the right to suspend, terminate or suspend then terminate your appointment under this letter at any time with immediate effect by notice in writing to you. In the event that we exercise this right, you will cease work immediately and we will pay you any amounts accrued under this letter.
17. If we exercise our rights under paragraph 16:
 - (a) unless we terminate or suspend by reason of your breach, we shall pay to you any amount of the Fee commensurate with the Services properly performed at the time we terminate or suspend your engagement (provided that you have complied with paragraph 18(c) below;
 - (b) you shall have no claims against us for loss of contract, loss of profit or loss of opportunity or other similar losses; and
 - (c) you shall immediately deliver to us all Material.
18. We may at any time and at our absolute discretion require the Services to be varied (whether by an increase or reduction in their scope). We shall both (acting reasonably) agree an amendment (whether by an increase or reduction) in the Fee commensurate with the change in the scope of the Services.
19. We shall be entitled to assign the benefit of this Agreement (and the licence contained at paragraph 9) at any time. You may not assign the benefit of this Agreement without our prior written consent, including charging and/or assigning by way of security the benefit of this Agreement to any party providing finance (including re-finance) to the Development.
20. Any dispute or difference arising under or in connection with this letter may be referred to adjudication. Any adjudication will be governed by the Scheme for Construction Contracts in place for the time being under the Construction Act 1996. The adjudicator will be nominated by the President from time to time of the Royal Institution of Chartered Surveyors. Notwithstanding the fact that the adjudicator may have acted or may be acting as adjudicator in relation to a dispute or difference that raises issues which are substantially the same as, or connected with issues raised in any dispute or difference referred to the adjudicator under this letter, neither of us will object to the adjudicator adjudicating on the dispute or difference referred to him under this letter.
21. This letter will be governed by and construed in accordance with English law and, subject to the adjudication provisions referred to above, any dispute or difference between us arising out of or in relation to this letter will be referred to the non-exclusive jurisdiction of the Courts of England and Wales.
22. For the purposes of this letter, where an act is required to be done within a specified period or from a specified date, the period begins immediately after that date. Where the period would include Christmas Day, Good Friday, or a day which under the Banking & Financial Dealings Act 1971 is a bank holiday in England and Wales, that day should be Excluded

23. You and we hereby agree that, notwithstanding any other provision of this letter, nothing in this letter is intended to confer on any person any right to enforce any term of this letter which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
24. A reference to a statute, statutory instrument or other subordinate legislation (legislation) is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification.
25. You and we hereby agree that this letter supersedes any previous agreement or arrangement between us in relation to the Services (whether oral or written) and represents the entire understanding between us in relation to the Services.

Please confirm your agreement to the terms of this letter by returning the enclosed copy signed where indicated.

Yours faithfully

Executed as a deed on behalf of

**JACKSONS ROW
DEVELOPMENTS LIMITED**



.....

SIGNATURE

Name

Anthony Kilbride

Relentless Group Ltd

We confirm our agreement to the terms of this letter.

Executed as a deed by **ZERUM**

**CONSTRUCTION MANAGEMENT
LTD**



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SIGNATURE

Name

Rob Lowe

**Zerum Construction Management
Ltd**

Schedule 1
The Services

Acting as Principal Contractor, undertake demolition of the kitchen extension to the rear of the Sir Ralph Abercromby pub in accordance with drawing ref: XXX-ZER-XX-GF-DR-M-5000 rev. P1 and Phase 1 Construction Management Plan.

The works include the following: -

1. Disconnection of services, capping of and making safe
2. Soft strip of interior kitchen
3. Demolition of flat roof masonry extension
4. Recovery of facing brick to make good openings in wall
5. Make good roofing & parapet
6. Remove ground slab and foundations
7. Level ground with MOT
8. Removal of debris / plaster from newly exposed façade.
9. Disposal of all arisings off site

Works excl.

1. Removal of asbestos containing material

Duration of works estimated to be 2 weeks.

Schedule 2

Fees

Works in accordance with above scope Total [REDACTED] plus VAT