



Old Market Street, Blackley

Ground Investigation Fee Proposal

For FBJ Construction Ltd

Date: 12 February 2021

Doc ref: C-17978-GNMA-FP-GE-0001-REV-A

Welcome to Hydrock

Bringing a fresh approach to engineering, Hydrock is a multi-disciplinary engineering consultancy renowned for stepping forwards when challenges arise and for delivering pragmatic, simple and commercially sustainable solutions.

What can you expect?

We specialise in the delivery of a range of national and international world class projects and offer deep technical expertise, best value solutions and an in-depth understanding of the needs of our clients. We deliver a range of engineering services for each step of the development process; from site appraisal, through planning, design and delivery services for all types of projects.

Our approach starts with our focus on the well-being and motivation of our people. By creating the right environment, we encourage a dynamic and entrepreneurial approach to our work which leads to great results for you – our client. The tangible outcome of our work is places, communities and infrastructure that everyone can be proud of.

Geo-Environmental and Geotechnical

Hydrock has assisted its Clients in the delivery of numerous schemes such as this across the UK, our case studies are available at www.hydrock.com. We have used our skills to identify constraints early and deliver solutions to complex problems. For this commission we will specifically be looking at the ground conditions at the site producing information which will influence the design, assist a smooth planning process and provide increased cost certainty.

Hydrock specialises in assessing ground related risks for development sites, either pre or post purchase and are very familiar with the requirements for both viability assessments and robust development budget planning; we act for both vendor, land promoters and developers. As a result, we approach land assessment in a holistic manner, with both geo-environmental and geotechnical issues being assessed by relevant specialists as required but combined within a report that provides pragmatic workable solutions to ground issues.

All land, be it brownfield or greenfield can present geotechnical challenges, involving natural hazards such as soft alluvial soils, peat and weak soils, those arising from historical industry such as shallow mining, relic deep foundations/basements, aged retaining walls, over steepened slopes and former quarry highwalls and those driven by development proposal such as land raise to mitigate flood risk, new cut slopes and attenuation ponds for SuDS schemes. Hydrock has extensive experience in assessing issues such as these, while tailoring solutions to accommodate geo-environmental issues in a “developer friendly” solution.

Our qualified and experienced geo-environmental consultants will investigate and assess contaminated land issues at the site in accordance with Land Contamination: Risk Management (Environment Agency, 2019) and other best practice guidance. Liaison with the regulatory authorities will help to ensure that all site-specific issues are addressed.

Date: 12 February 2021 *Document ref.:* C-17978-GNMA-FP-GE-0001-REV-A

Client: FBJ Construction Ltd

Client contact: Ed Jackson *Email:* ed@cejbuilders.co.uk

Hydrock contact: Danny Hope *Email:* dannyhope@hydrock.com

Project: Old Market Street, Blackley

Introduction: Further to receipt of your e-mail dated 4th December, and the attached information, please find below a proposed scope of works and fee proposal for a ground investigation and geotechnical/geo-environmental assessment works at the above site.

Hydrock has not visited the site and the following is based on the information supplied and an internet search, including a review of available aerial photographs and limited historical mapping.

The scope of works and fee proposal has been prepared to gain an understanding of any potential contamination and geotechnical risks associated with the site to allow the discharge of relevant planning conditions and assist in the design of the development.

Supplied Information: The following information has been provided and reviewed by Hydrock and has been relied upon in preparation of this fee proposal:

- ECUS Environmental Consultants, Phase 1 Geo-environmental Desk Study Report, Ref: RZ/11031/180205/P1, Date: February 2018.
- Egniol Environmental Consultants Ltd, Phase 2 Geo-environmental Investigation, Ref: EEL.7965.R06.001, Date: December 2019.
- Planning decision notice 126507/FO/2020.
- Site location and layout, elevations, boundary treatment and landscape strategy plans from the planning portal.

Background Information: *Proposed Development*

It is understood that the proposed development is to comprise a four storey residential apartment block.

Site Location and Description

- The site is situated at 67 Old Market Street, Blackley, Manchester and is 0.06 hectares in area. The National Grid Reference is E:385480, N:402920.
- The site currently comprises a disused mill, with a small parking area, and a cobbled access track in the centre of the site.

Site History

- A review of historical maps shows the site was occupied by an unknown works since the earliest large-scale mapping in 1893 (and probably present on the small-scale mapping from 1848) with the same building footprint as at the present day.

Environmental Setting

- The British Geological Survey (BGS) shows the geology of the area to be Manchester Marl over Glaciofluvial deposits.
- The desk study report suggests the risk from coal mining is low. However, the site is within a Coal Authority coal mining reporting area and therefore this may need further consideration. Our proposal is subject to change based on our own review of this risk.
- The Environment Agency classifies the bedrock and superficial deposits as a Secondary A Aquifer.
- The site is not located above a groundwater Source Protection Zone.
- No surface water features are located close to the site.
- An historical landfill site is identified within 250m of the site.

Other information

- Review of freely available unexploded ordnance (UXO) mapping suggests the site presents a moderate risk of intrusive works encountering UXO. Requires purchase of a preliminary risk assessment.

Commentary on existing reports:

The ECUS Phase 1 Desk Study appears to be sufficient for submission to clear the first part of condition 25 requiring a preliminary risk assessment providing the client has ownership of the report. This report should be submitted if possible.

The Egniol Phase 2 ground investigation is probably sufficient to discharge the second part of condition 25 (site investigation report) given the access restrictions at the site however, the local authority will require supplementary investigation post-demolition to determine ground conditions beneath the mill. This is likely to consist of trial pits, however, there is reference to a basement and a borehole through this to the ground beneath would be beneficial. In addition, deeper ground conditions information is needed for foundation design purposes. Ideally this would be done post-demolition but it is possible to do this now in the external yard.

The third part of condition 25 relates to the requirement for a remediation strategy which will be required even if it is based on very limited data at this stage but ideally would be done post-demolition after supplementary site investigation.

Workstage 1 - discharge pre-commencement condition relating to remediation

Remediation Strategy and Verification Plan

Should contamination be encountered during the ground investigation stage of works that has the potential to pose an unacceptable risk to human health or controlled waters it may be a requirement of Planning that a Remediation Strategy and Verification Plan is produced. This will provide an assessment of the suitable remedial methodologies applicable to the site and recommendations as to which is the most appropriate. It will also include Remedial Target Values for any site-won or imported materials to be used in the remedial works.

The Remediation Strategy and Verification Plan will:

- provide a summary of the conceptual model;
- review the risk assessment;

- undertake a remediation options assessment;
- provide an outline of the remedial strategy;
- detail the remedial strategy implementation during the enablement and construction phases;
- detail supervision, verification and reporting requirements;
- summarise requirements with regards to reuse of soils on site and material management; and
- provide a contingency plan for areas of unexpected contamination.

Workstage 2 – Post demolition Phase 2 Ground Investigation:

The objective of the Phase 2 Ground Investigation will be to refine the Preliminary Conceptual Site Model and to quantify risks to identified receptors. In addition, it will provide a geotechnical assessment of the site. Sampling and logging of soils and reporting will be undertaken in accordance with BS 5930:2015 +A1:2020 'Code of Practice for Site Investigations' and BS 10175:2011+A2:2017 'Investigation of Potentially Contaminated Sites – Code of Practice'. Compliance with relevant British Standards and Codes of Practice such as: BS1377:1990; LC:RM; NHBC Standards Chapter 4.1; BS8485:2015+A1:2019; and CIRIA C665 (amongst others).

Exploratory holes will be undertaken to determine ground and groundwater conditions, and allow collection of samples for geotechnical and chemical analysis and installation of gas and groundwater monitoring wells.

The following is proposed post-demolition:

- service clearance survey (by third party specialist surveyor);
- 1 x 20m cable percussion borehole to confirm competent strata for foundations with recovery of disturbed and 'undisturbed' samples and in situ (SPT) testing;
- 1 x 10m cable percussion borehole to confirm ground conditions beneath the basement with recovery of disturbed and 'undisturbed' samples and in situ (SPT) testing;
- 1 day trial pitting to confirm ground conditions beneath demolished structures with recovery of disturbed samples;
- installation of a gas and groundwater monitoring installation (2 x 10m in the cable percussion boreholes);
- full time site supervision by a Hydrock Consultant (3 days);
- preliminary ground gas concentration and groundwater level monitoring (6 visits over 6 weeks), with a groundwater sample (if encountered) being sampled and tested on one occasion.

Workstage – Laboratory Testing:

Soils will be sampled as appropriate and delivered to UKAS accredited laboratories for geotechnical testing and contamination analysis.

Based on the anticipated ground conditions, proposed methods of investigation, development proposals and anticipated past and current land uses, the following testing/analysis is allowed for. However, the exact scope of testing will be determined following the findings of the desk study and the ground investigation.

Geotechnical

- 8 natural moisture content;
- 4 Atterberg limits (plasticity);
- 2 single stage triaxial compressive strength;
- 2 oedometer; and
- 5 SD-1 suite for aggressive chemical conditions.

Geo-environmental

- 6 Hydrock default suite of contaminants comprising: Asbestos Screen & ID, As, Be, B, Cd, Cr(vi), Cr(III), Cu, Pb, Hg, Ni, Se, V, Zn, free cyanide, total phenols (monohydric), pH, PAH - Speciated (EPA 16), and FOC
- 4 Hydrock TPH Level 2 suite comprising carbon banding with aliphatic/aromatic split plus BTEX and MTBE;
- 4 volatile organic compounds and TICs (VOC); and
- 4 semi volatile organic compounds and TICs (SVOC).

If groundwater is encountered it will be sampled and analysed. In the absence of groundwater samples, soil samples will be subject to laboratory leachate testing. The following water/leachate analyses are allowed for:

- 2 Hydrock default waters/soil leachate analysis suite comprising: Ag, Al, As, B, Ba, Ca, Cd, Co, Cr (III), Cr(VI), Cr (Total), Cu, Fe, Hg, Mn, Na, Ni, Pb, Sb, Se, Sn, Zn, V, cyanide (total), cyanide (free), phenols (total), ammoniacal nitrogen, ammonia, ammonium, dissolved organic carbon, bromate, chloride, fluoride, nitrate, nitrite, sulfate, PAH (speciated), pH, EC and hardness.
- 2 Hydrock TPH level 2 suite comprising carbon banding with aliphatic/aromatic split plus BTEX and MTBE;
- 2 volatile organic compounds (VOC) and TICs; and
- 2 semi-volatile organic compounds and TICs (SVOC).

MCERTS accreditation will be provided where available.

Should significant olfactory or visual evidence of contamination be encountered during the investigation the affected soil will be sampled and tested accordingly. Should asbestos fibres be identified in samples additional asbestos quantification analysis may be required. Additional fees will apply if additional chemical testing over and above that specified above is required.

Deliverables

Ground Investigation Report

A Ground Investigation report will be prepared, which will include the following:

- A summary of the Desk Study including the Preliminary Conceptual Ground Model and Preliminary Risk Assessment;
- factual ground investigation data including:
 - » record of observations made during the fieldwork

- » logs of the exploratory holes;
- » exploratory hole location plan; and
- » results of in situ and laboratory testing.
- a revised Conceptual Ground Model;
- generic quantitative risk assessment using laboratory data
- an updated Conceptual Site Model (CSM), including identification of plausible pollution linkages;
- generic quantitative risk assessment of potential chemical contaminants to establish 'suitability for use' under the current planning regime;
- discussion of potential environmental liabilities associated with land contamination (soil, water and gas);
- outline mitigation requirements to ensure the site is 'suitable for use'; and
- an outline remedial strategy for dealing with unacceptable contamination (if encountered);
- a geotechnical risk register;
- initial geotechnical design recommendations for:
 - » foundations;
 - » ground floors;
 - » pavements/externals;
 - » concrete design; and
 - » earthworks;
- proposals for further field and laboratory work (if required) and recommendations regarding liaison with regulatory authorities or other third parties.

Fee Schedule:

Item	Description	Fee
A	Remediation strategy and verification plan	£2,200.00
Post-demolition ground investigation		
B	UXO preliminary risk assessment	£250.00
C	Coal mining review (includes purchase of Coal Authority consultant's report and review of geological mapping)	£500.00
D	Phase 2 Intrusive ground investigation fieldwork	£6,850.00
E	Laboratory testing - Geotechnical	£590.00
	Laboratory testing - geo-environmental analysis	£1,200.00
F	Monitoring (6 visits)	£2,430.00
G	Ground Investigation Report	£2,300.00
H	Update to remediation strategy	£500.00
	Grand total (Exc. VAT)	£14,620.00

Dependent upon the findings of the ground investigation and the design requirements of the proposed development there is the potential that the following reports may be required to aid design and discharge planning conditions. Budget estimates for design reports are provided below.

Item	Description	Fee
L	Geotechnical Design Report and Earthworks Specification	£4,500.00
M	Materials Management Plan and Qualified Person Declaration (excluding CL:AIRE Fees - https://www.claire.co.uk/projects-and-initiatives/dow-cop/29-executing-dowcop-projects/113-dow-cop-declaration-fee-payment)	£2,500.00
N	Remediation and MMP verification report	£2,500.00

All fees are based on the assumptions included in Appendix A.

Hydrock may invoice for work stages completed (e.g. site work, laboratory testing), ahead of report issue, unless specifically agreed otherwise at instruction.

The above fees include the following:

- preparation of necessary health and safety documentation (Risk Assessment and Method Statement);
- basic welfare facilities for Hydrock staff and sub-contractors (where no other such facilities are available on, or close to, site);
- all plant, equipment and consumables, including delivery to site and removal on completion; and
- all reasonable and foreseeable expenses e.g., telephone, internal printing, local travel etc. associated with our scope of works.

Unless otherwise stated the above fees exclude the following:

- additions or rewrites of reports at the request of the Client, or necessitated by changes to the scope of works made by the Client;
- attendance at meetings, which would be charged on a time-charge basis (including travel time), plus mileage, or cost plus for public transport (See time charge rates per hour listed below);
- liaison with regulators, which would be charged on a time-charge basis (See time charge rates per hour listed below);
- site supervision and validation works; and
- additional works that are required as a result of the findings of the supplementary investigation or as requested by regulators.

Additional duties e.g. attending additional meetings and/or visits, variations to the scope of service etc. will be undertaken on a time charge basis. Our time charge rates are;

Grade	Hourly rate
Director	£120.00
Associate	£105.00
Principal	£75.00
Senior	£65.00
Consultant	£60.00

All fees and expenses are in GBP (£s) and exclude VAT, which will be added at the prevailing rate at invoice date.

Programme: Anticipated timeframes for this project as follows:

- Remediation strategy - 3 weeks from appointment.
- Siteworks start - ten to fifteen working days from receipt of a written instruction to proceed. Dependent on the availability of plant and personnel, it is sometimes possible to shorten this lead in time. However, the actual start date will be dependent on receipt of service plans and site work will not begin until these are received.
- Siteworks period - 1-2 days.
- Geotechnical laboratory results - fifteen working days after completion of fieldwork (dependent on lab workload a shorter time scale may be possible with a 40% premium attached to the laboratory costs).
- Geo-environmental laboratory results - ten working days after completion of fieldwork (dependent on lab workload a shorter time scale may be possible with a 25% to 50% premium (depending on how short a timescale is required) attached to the laboratory costs).
- Final report issue - The Ground Investigation Report would be issued six working weeks after completion of fieldwork (subject to revision on completion of gas/groundwater monitoring programme).

Project Team All site investigation work would be supervised by a suitably qualified geo-environmental specialist and all works would be completed by Hydrock consultants using approved sub contracted drilling companies and plant hire firms. Reports would be reviewed and approved by SiLC and RoGEP qualified technical directors.

CDM The client should be aware that the proposed works constitute construction work as defined in the Construction (Design and Management) Regulations 2015 (CDM 2015) and the client shall have duties under these regulations. It is the statute requirement of Hydrock as a stakeholder under CDM 2015 to ensure that the client is aware of these duties, which are detailed within HSE publication L153 (Managing Health and Safety in Construction), which is available on the [HSE website](#).

Instructions In order to commence work, Hydrock will require written instructions direct from the Client that is responsible for settling our invoices for works undertaken. Instructions must include confirmation that the contents of this proposal are acceptable and agreement to Hydrock's Terms and Conditions (unless otherwise agreed).

Payment: Payments are to be made directly into our UK bank account (details are provided on our invoices) using BACS or by wire transfer without deductions. Alternatively, cheques can be sent to the address detailed on our invoice. Fees will be submitted one month after commencing the project.

Appointment: Hydrock Consultants Ltd Standard Terms and Conditions apply which are presented in Appendix B.

Validity:

This fee proposal remains open for acceptance for three months after the date of issue.

Appendix A Assumptions

1. As required by the Construction (Design and Management) Regulations 2015 Hydrock are responsible for ensuring that the client is aware of their duties under these regulations. The details of these requirements owned by the client are obtainable from the Health and Safety Executive website or by following this link: <http://www.hse.gov.uk/construction/cdm/2015/index.htm>. Where the client is unable to access the Construction (Design and Management) Regulations 2015 via these links, Hydrock will provide a pdf copy of the L153 Managing health and safety in construction on request.
2. As defined by the Construction (Design and Management) Regulations 2015, the client is required to appoint Hydrock as the project principal contractor or principal designer, whichever is applicable, in writing. Where the client fails to appoint Hydrock in writing for either of these roles (as applicable), the client will remain responsible under statute for either / both roles, regardless to Hydrock actively delivering them on behalf of the client.
3. Hydrock operate comprehensive and rigorous in-house Health and Safety procedures. It is assumed that these procedures are sufficient with regard to the Health & Safety risks.
4. Hydrock will complete a site-specific Health & Safety Risk Assessment prior to the site works commencing. We would request that the Client make Hydrock aware of any site-specific requirements or hazards. Any site-specific requirements over and above our standard procedures may incur additional charges.
5. Cancellation or postponement of site works within 3 working days of site commencement may result in abortive costs being incurred which will be passed on.
6. It is assumed the site will not be a security risk. If vandalism, or malicious damage or theft occurs, full time security will be commissioned by Hydrock outside of working hours. Cost of security of costs associated with vandalism or malicious damage will be charged at cost plus rates.
7. It is assumed that access is available for standard 4WD vehicles. If difficult access is required, additional plant will be charged at cost plus 10%.
8. It is assumed that all required access and permissions will be arranged by others ahead of Hydrock's mobilisation to site.
9. No allowance has been made for archaeological or ecological constraints, with regards to the ground investigation works, Should a watching brief be required additional fees will be charged as it is likely to reduce the amount of exploratory holes completed per day.
10. It is assumed that where work areas need to be isolated, road pins/cones and high visibility tape will be suitable. Should this not be the case fencing may be required and additional time may be required to complete the investigation, for which additional costs and/or fees will be incurred.
11. Whilst all exploratory hole locations will be scanned with a cable avoidance tool (CAT) ahead of drilling/excavation, this technique cannot identify all services and Hydrock must be notified of all known or suspected live service locations on site. Please note that, as our client, this is a duty under the CDM Regulations 2015. Hydrock cannot normally accept responsibility for disruption or damage to any underground services unless their precise locations are identified in advance of the site work. If suitable statutory service drawings cannot be provided, Hydrock can commission them from the relevant suppliers (or from a database search), the budget fee estimate for this work

would be approximately £500.00 and normally takes 3 to 4 weeks to collate prior to the intrusive site works commencing.

12. As there are likely to be local, unmapped services, Hydrock will mobilise a third-party service scanning contractor. The costs for this are included in our fees. Please be aware that it may not be possible to locate certain services such as drainage or plastic pipes (water or gas) and Hydrock would not be responsible for damage to these services if encountered.
13. If UXO attendance or UXO clearance is required, this would be charged at cost plus rates. The requirement for UXO supervision can only be determined following the desk study.
14. Gas and groundwater monitoring standpipes, finished with lockable metal covers fitted flush to the
15. It is assumed that a suitably detailed site survey plan will be available in AutoCAD format such that we can plot our findings for the report. Our investigations will be located by surveying using a GPS.
16. Hydrock reserves the right to pass on any 'abortive' or 'cancellation' costs incurred due to delays in starting the sitework as a result of non-arrival of the written instruction to proceed, service plans.
17. Samples will be disposed of one month after issue of the final report, unless requested otherwise.
18. All documents to be issued electronically, hard copies will be charged separately.
19. Any liabilities associated with asbestos and invasive species including surveys, identification and removal are excluded.

Appendix B Hydrock Standard Terms & Conditions

Hydrock Terms and Conditions

Definitions

“Fee”

The fee payable for the Services as set out in the Quotation as may be adjusted in accordance with these Terms and Conditions.

“Consultant”

Hydrock Consultants Limited.

“Client”

A person or organisation using the services of the Consultant.

“Quotation”

The Consultant’s letter to the Client (to which these Terms and Conditions are attached) specifying the Services which the Consultant proposes to carry out and the proposed fee for providing those Services.

“Revised Quotation”

Any Quotation revised in accordance with these Terms and Conditions.

“Services”

The services set out in the Quotation which the Consultant agrees to carry out for the Client, as may be adjusted in accordance with these Terms and Conditions.

1. CONSULTANTS OBLIGATIONS

The Consultant shall exercise reasonable skill care and diligence in the provision of the Services and shall only be liable if and to the extent that the Consultant has been negligent in their provision. The Consultant shall use reasonable endeavours to perform the Services in accordance with any programme agreed with the Consultant from time to time. The Consultant shall have no liability for any failure or delay in the provision of the Services or any part thereof resulting from any condition or circumstance beyond the reasonable control of the Consultant and the Client shall pay the Consultant in accordance with Condition 5 during the persistence of such condition or circumstance.

2. FEE

The Fee and fees quoted in the Quotation and any Revised Quotation are in pounds sterling and are exclusive of VAT unless stated otherwise.

3. ACCEPTANCE OF THE QUOTATION

The Quotation shall be open for acceptance by the Client for a period of 60 days from the date stated thereon. The Consultant shall not be bound by the Quotation if accepted by the Client outside the 60 day acceptance period but shall after such period be entitled to amend the Quotation at its discretion.

The Consultant shall not be obliged to commence the Services until such time as the Quotation is accepted by the Client.

4. INVOICING

The Consultant may submit invoices monthly being a proportion of the Fee which shall be based on Services completed up to the time of submission of the invoice (and if applicable, any additions to the Fee pursuant to Condition 24).

5. PAYMENT

The due date for payment shall be 14 days from the date of the acceptance of the invoice by the Client and the final date for payment shall be 28 days from the date of the invoice. Payment shall be made in pounds sterling by bank transfer to the bank account indicated by the Consultant cheque or BACS payable to "Hydrock Consultants Limited". If payment is not received by the final date for payment the Consultant shall be entitled to compound interest 4% above Bank of England base rate. The Consultant's invoice shall be the payment notice required by section 110A(1) Part II of the Housing Grants, Construction and Regeneration Act 1996 (as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009) (the "Act").

6. CLIENT VARIATIONS

If the Client requests variations to the Services, the Consultant will submit a Revised Quotation incorporating such variations and clearly indicating the effect on the Fee. The Consultant shall not be obliged to carry out any requested variations to the Services until such a time as the Revised Quotation is accepted by the Client. Upon acceptance by the Client the Revised Quotation shall replace (or, where it is so stated, have effect in addition to) any previous Quotation or Revised Quotation.

7. SECURITY PASSES AND WORK PERMITS

Where necessary, the Client shall prepare security passes, working permits and official entry or exit documents in advance of the date that the Consultant is due to commence the Services. If the Consultant is delayed in carrying out the Services as a result of failure to provide such passes and/or other documents, the Consultant shall be entitled to payment in accordance with Condition 4.

8. ACCESS

The Client shall ensure the Consultant has the necessary access in order to carry out the Services.

9. CLIENT OBLIGATIONS

The Client warrants that it has the right to have the Services performed and has obtained necessary licences and approvals. The Client shall indemnify and hold harmless the Consultant from and against all consequences of any failure in this respect. The Client shall arrange such rights of access to the property and use of the Clients' facilities as described in (or reasonably inferred from) this Agreement. The Client shall use reasonable endeavours to supply to the Consultant promptly and free of charge:

- a. Any instructions, decisions, consents and approvals and
- b. Any relevant data and information in the possession of the Client or any of his agents, consultants or contractors which the Consultant may require in order to carry out the Services. The Consultant

shall not be liable for the consequences of any inaccuracies in the data or information provided by the Client to the Consultant.

Both parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010.

10. DOCUMENTATION

Each Party shall retain the copyright in his works including his drawings, software programmes and other documents ("the Documents"). The Documents shall only be used by the other Party for the purposes described in (or reasonably to be inferred from) this Agreement and shall not be used for other purposes. In the event of the Client being in default of payment of any fees due under the Agreement the Consultant may revoke the licence herein granted. The Consultant shall not be liable for any use made of the Documents other than that for which the same were prepared by or on behalf of that party.

Each Party shall maintain the confidentiality of any Documents and other information received from the other Party which are confidential. Such recipient shall not release or disclose such Documents or information or permit release or disclosure, except as authorised by the other Party or as obliged to do so by law.

11. HEALTH AND SAFETY

The Consultant's personnel shall not be obliged to work in unsafe conditions. If site conditions become unsafe during the progress of the Services then the Consultant may recall personnel at the Client's cost.

12. SUSPENSION

The Consultant reserves the right to suspend the Services on giving 7 days' notice to the Client if full information enabling it to proceed is not received by the Consultant. Any costs or losses incurred as a result of such suspension shall be recoverable from the Client as a debt. This Condition shall not affect any statutory right of suspension that may be available to the Consultant.

13. TERMINATION

The Consultant may terminate this agreement on giving 7 days' notice to the Client in the event of non-payment in accordance with Condition 5 or the insolvency of the Client. Any costs or losses incurred as a result of such termination shall be recoverable from the Client as a debt.

Termination of the Consultant's appointment under this agreement shall not prejudice or affect the accrued rights or claims of either Party to this agreement.

14. CANCELLATION

In the event of cancellation of the Services through no fault of the Consultant, the Client shall pay the Consultant a proportion of the Fee based on the Services carried out, any outstanding expenses and any losses to the Consultant which are incurred as a result of the cancellation, including but not limited to costs to which the Consultant is committed in respect of planned future work on the Services.

15. AGREEMENT

The Client may assign any of its rights and benefits under this agreement twice only with the consent of the Consultant, such consent not to be unreasonably withheld, provided that the Client remains joint and severally liable for any obligations under the terms of the agreement assigned to the assignee.

16. EVENTS BEYOND THE CONSULTANT'S CONTROL

In the event that the Consultant shall be affected by any circumstances whatsoever beyond its control which prevent, hinder or delay the Consultant's performance of its obligations, provided that such event or circumstances is unforeseeable. It shall give prompt notice thereof to the Client. Non-performance or delay in performance of the obligations Services caused by, or resulting from or owing to those circumstances shall be deemed not to breach the agreement between the Consultant and the Client, and the Consultant shall carry out the Services in accordance with the variation to be agreed between the parties as regards the programme to perform the Services within a reasonable time taking account of any such non-performance or delay and shall be entitled to payment in accordance with Condition 4.

17. PROFESSIONAL LIABILITY

- a. Notwithstanding any other provisions of this Agreement, the total liability in aggregate of the Consultant under or in connection with this Agreement, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise (other than in respect of death or personal injury) shall be limited to the sum set out in Condition 18.
- b. The Consultant shall have no liability for claims arising out or in connection with acts of terror-ism.
- c. The liability of the Consultant hereunder for any claim or claims shall be further limited to such sum as the Consultant ought reasonably to pay having regard to his responsibility for the loss and damage suffered and on the basis that:
 - I. all consultants and all other parties providing design management or financial services or labour or materials plant or equipment for incorporation in the project or executing the project or any part thereof shall be deemed to have provided contractual undertakings on terms no less onerous than that set out in Condition 1 of this Agreement to the Client (whether or not they have been so provided to the Client) in respect of the provision of their services or labour or materials or plant or equipment in respect of executing the project or any part thereof, and
 - II. there are no limitations on liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and
 - III. all such other consultants and all such contractors and sub-contractors have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility

The Client shall indemnify and hold harmless the Consultant from and against any claims liabilities costs and expenses in excess to the limit calculated as aforesaid.

- d. The Client shall indemnify and hold harmless the Consultant from and against any claims liabilities costs and expenses in excess to the limit calculated as aforesaid.

18. INSURANCE

The Consultant shall effect and maintain professional indemnity insurance (except for claims arising out of pollution contamination and date recognition where the limit of indemnity applies on an annual aggregate basis and except for claims arising out of or in connection with asbestos where a separate aggregate limit applies and except for claims arising out of or in connection with acts of terrorism which are excluded under the policy) for the period of six years from the date of completion of the Services in the sum of not less than £5,000,000 (five million pounds) in respect of the Services, unless such cover is not available to the Consultant at commercially reasonable rates. If such insurance cover is not available, the Consultant shall promptly notify the Client.

19. LANGUAGE

All communications between the Consultant and the Client shall be in the English language.

20. ENTIRE AGREEMENT

The Services are carried out on these Terms and Conditions which supersede all previous agreements between the Consultant and the Client. These Terms and Conditions, the Quotation or any Revised Quotations form the entire agreement between the Consultant and the Client.

21. CLIENT'S STANDARD TERMS AND CONDITIONS

Only a duly authorised representative of the Consultant has the authority to bind the Consultant or agree to vary or supplement these Terms and Conditions.

22. SEVERABILITY

In the event that any Condition or any part of any Condition contained in these Terms and Conditions is declared invalid or unenforceable by the judgement or decree by consent or otherwise of a court or body of competent jurisdiction from whose decision no appeal is or can be taken, all other Conditions or parts of Conditions contained in these Terms and Conditions shall remain in full force and effect and shall not be affected thereby.

23. LAW

The agreement between the Consultant and the Client shall be construed in accordance with English Law and shall be deemed to have been made in England and both parties agree to submit to the exclusive jurisdiction of the English Courts.

24. ADDITIONS TO THE FEE IN THE EVENT OF DELAY

If the Client is not able to notify the Consultant two (2) days in advance about the impossibility to carry out the Services for any of the reasons stated in Conditions 7, 8, 9, 11 or 16 hereof, the Consultant shall be entitled to payment for any days during which it is unable to carry out the Services through no fault of its own, including but not limited to any one or more of the reasons stated in Conditions 7, 8, 9, 11 or 16 hereof, at the rate specified in the Quotation and shall be entitled to any additional expenses or other consequential costs incurred as a result of the delay.

25. DISPUTES

Any dispute arising under or in connection with the agreement between the Consultant and the Client may be referred to adjudication under the Housing Grants, Construction and Regeneration Act 1996. The Scheme for Construction Contracts referred to in the Act shall apply.

26. INTERPRETATION

All headings used herein are for guidance and reference purposes only and shall not in any way affect the interpretation of these Terms and Conditions or any part thereof. Words importing the singular include the plural and vice versa. Words importing a gender include every gender and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons. References to Conditions are, unless the context otherwise requires, references to Conditions in these Terms and Conditions.