

BUILDING WORKS AGREEMENT AND PRICED SCHEDULE OF WORKS

*Portland House
103A Portland Street, Manchester M1 6DF*

BUILDING WORKS AGREEMENT

This Agreement is made on 13th May 2026 and shall be deemed to have commenced and become effective on the 15th November 2025.

PARTIES

- (1) Portlands House Ltd of 103A Portland Street, Manchester M1 6DF (“the Client”)
and
(2) Flanagan Construction of 259 Northenden Road, Sale, Manchester M33 2JH (“the Contractor”)

1. BACKGROUND

1.1 The Client is responsible for the management and maintenance of Portland House, a Grade II listed building converted into 22 residential and commercial units.

1.2 Earl Kendrick Building Consultants originally proposed external restoration and repair works using contractors who, in the opinion of the Client, did not demonstrate sufficient specialist heritage experience.

1.3 It was subsequently proposed an alternative approach be taken involving direct project management of suitably qualified heritage contractors and suppliers.

1.4 The works are subject to Section 20 consultation requirements and Listed Building requirements.

1.5 The parties acknowledge that scaffold advertising proposals have also been explored, although Manchester City Council has not yet granted advertising consent.

2. APPOINTMENT

2.1 The Client appoints the Contractor to provide and carry out (or sub contract) the works in relation to the restoration, repair and maintenance to Portland House as outlined in the schedule of works.

2.2 The Contractor agrees to carry out (or to use reasonable endeavours to procure that its sub contractors shall provide and carry out) or the works with reasonable skill, care and diligence expected of an experienced heritage construction company.

3. DESCRIPTION OF WORKS

The works comprise restoration, repair, maintenance and redecoration works including

- External elevation repairs and decoration
- Roofing repairs and maintenance
- Brickwork and pointing
- Stone repairs
- Rainwater goods repairs
- Timber repairs and decoration
- Scaffolding and access works
- Cleaning works
- Ancillary health and safety works

4. CONTRACTORS RESPONSIBILITIES

The Contractor shall:

- Coordinate contractors, sub contractors and suppliers
- Liaise with Manchester City Council and conservation officers
- Coordinate scaffold licence applications
- Coordinate advertising applications
- Ensure heritage-compatible materials and methods
- Prepare programmes and progress reports
- Coordinate health and safety compliance
- Monitor workmanship and quality
- Liaise with leaseholders, tenants and neighbours

5. HERITAGE AND STATUTORY COMPLIANCE

5.1 All works shall be carried out with due regard to the listed status of the building.

5.2 Lime mortar, reclaimed materials and traditional methods shall be used where required.

5.3 No material alterations shall be made without conservation approval where required and written approval from the Client.

6. SCAFFOLD ADVERTISING

6.1 The parties acknowledge that advertising proposals have been explored in relation to the scaffolding.

6.2 The Contractor shall assist with applications and coordination.

6.3 The Contractor does not guarantee planning approval, advertising consent or advertising income.

7. CONTRACT SUM

7.1 The Contract sum shall be as outlined in the agreed priced schedule of works.

7.2 Approved disbursements may additionally be reimbursed including parking, equipment hire, statutory fees and approved materials.

7.3 VAT shall be added where applicable

7.4 Invoices shall be paid within seven days of issue.

8. VARIATIONS

8.1 Further defects or additional works may become apparent once scaffolding is erected.

8.2 No material variation or additional cost (not already included in the schedule of works) exceeding £500 shall be incurred without written approval from the Client.

9. PROGRAMME

The anticipated programme is:

- Mobilisation and approvals: August – October 2025
- Main works phase: November 2025 – July 2026
- Scaffold removal and completion: August 2026

Programme dates may change due to weather, conservation requirements, hidden defects, approvals or contractor availability.

10. HEALTH AND SAFETY

The Contractor shall coordinate health and safety compliance including CDM obligations, welfare arrangements, asbestos coordination and public protection measures.

11. INSURANCE

11.1 The Contractor shall maintain appropriate public liability and contractors employee insurance.

11.2 Contractors shall maintain appropriate insurance cover for their works.

12. LIMITATION OF LIABILITY

12.1 The Contractors total aggregate liability is limited to sums that are recovered under the contractors insurance.

12.2 Neither party shall be liable for indirect or consequential losses.

13. TERMINATION

13.1 Either party may terminate this Agreement for material breach.

13.2 The Client or the contractor may terminate on 30 days written notice, subject to payment for services and works properly performed.

14. GENERAL

14.1 This Agreement constitutes the entire agreement between the parties in respect of the building works.

14.2 This Agreement shall be governed by the laws of England and Wales.

SIGNATURES

Signed for and on behalf of Portlands House Ltd

Name: Simon Hall

Name: David Norris

Position: Director

Position: Director

Signature: 

Signature: 

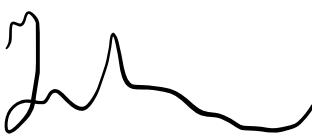
Date: 13TH May 2026

Date: _____

Signed for and on behalf of Flanagan Construction

Name: John Flanagan

Position: Director

Signature: 

Date: 13th May 2026

SCHEDULE 1 – PRICED SCHEDULE OF WORKS

A. PRELIMINARIES AND SITE SET UP

Contractor parking and access arrangements.....	£	
Welfare arrangements and welfare unit.....	£	
Scaffolding and safe access.....	£	
Scaffold alarm.....	£	
Asbestos R&D Survey.....	£	
Con.....		
Site setup and H&S equipment.....	£	
Subtotal.....	£	

B. ELEVATION AND EXTERNAL WORKS

External cleaning works.....	£	
Rainwater goods provisional sum.....	£	
Metal rainwater goods decoration.....	£	
Elevation pointing.....	£	
Brick replacement.....	£	
Glazed ceramic brick replacement.....	£	
Stonework repairs.....	£	
Full cill repairs.....	£	
Elevation steam cleaning.....	£	
Repair Care system works.....	£	
Timber replacement works.....	£	
Mastic sealant works.....	£	
Timber decoration works.....	£	
Metal decoration works.....	£	
Cables and aerial brackets.....	£	
Undercroft ceiling decoration.....	£	
Subtotal.....	£	

C. ROOFING WORKS

Roofing contractor works.....	£	
Roofing contingency.....	£	
Roofing scaffolding.....	£	

CONFIDENTIAL

Dormer painting.....£ [REDACTED]
Asbestos roofing survey.....£ [REDACTED]
CDM roofing report.....£ [REDACTED]

Subtotal.....£ [REDACTED]

E. TOTAL PROJECT COSTS

Preliminaries and Site Setup.....£ [REDACTED]
Elevation and External Works.....£ [REDACTED]
Roofing Works.....£ [REDACTED]
 Contingency Elevation.....£ [REDACTED]
 Project Management Fee (under separate contract) £ [REDACTED]

PROJECT BUILDING SUBTOTAL.....£173,193.45

VAT to be added where applicable.

SCHEDULE 2 – PROGRAMME OF WORKS

August – October 2025

- Procurement and mobilisation
- Listed Building Consent coordination
- Scaffold and advertising coordination
- Health and safety planning
- Scaffold erection

November – December 2025

- Gutter repairs
- Roof cleaning and repairs
- Brick and stone cleaning
- Timber preparation works

January – March 2026

- Brick replacement
- Stone repairs
- Pointing works
- Lead repairs

April – July 2026

- Window repairs and decoration
- Roofing repairs
- Finishing works and snagging

August 2026

- Scaffold removal
- Site clearance
- Final completion