

Cc: SB to Con Man / Site / Surveyor

Our Ref: AM/RML/AL001

SENT BY RECORDED DELIVERY

Apex Lifts
Apex House
LEFA Business Park
Edgington Way
Sidcup
Kent, DA14 5BH

12th February 2015

Dear Sirs,

LETTER OF INTENT

Grenfell Tower ("the Site")

We confirm that it is our intention to appoint you under our standard Sub-Contract Order as the Lift subcontractor in relation to Lift Adaptions "**the Works**" at the above Site.

In the meantime, to facilitate the Works, please accept this letter as our instructions to proceed with the following in accordance with the terms and conditions and attached Appendices (together "**the Contract**"):-

1. To carry out the supply and installation of 4no lift entrances for the sum of **£45,649.31 excluding vat**

(the "**Authorised Works**").

1. Compliance

The Authorised Works must comply with the following:-

- a) Bill of Quantity Page No's: As per Schedule of Information Appendix F
- b) Preamble Page No's: As per Schedule of Information Appendix F
- c) Specification Page No's: As per Schedule of Information Appendix F
- d) Drawing No's: As per Schedule of Information Appendix F
- e) The enclosed Standard RCL Terms & Conditions - Appendix B
- f) Our Health, Safety & Environmental document entitled "The Rydson Way" (Appendix C)
- g) The enclosed minutes of the Pre-Start Meeting held on 4TH February 2015 (Appendix D)
- h) Our minimum Standard for Protection of Goods & Materials document entitled "Site Protection Policy" (Appendix G)
- i) Site Specific Traffic Management Plan (Appendix H)

Full sets of drawings and information, with which your works must comply, are available throughout the duration of your works for your inspection / consultation at our Head Office.

You are permitted to access to the Site to carry out the Authorised Works but such access must be by prior written arrangement through ourselves.

2. Contract

- a) We confirm that it is Kensington and Chelsea Tenant Management Organisation Ltd's ("the **Employer**") intention to appoint Rydon as the Contractor to undertake the Works in accordance with the [JCT Standard Form with Contractor's Design 2011 Edition and other related documents comprising the main contract for the Works (the "Building Contract").
- b) The Articles of Agreement and Subcontract Conditions of Dom 2 will apply SAVE WHERE they are modified by the terms of this Contract. The draft Building Contract is available for inspection by you at our offices. You are deemed to have notice of all its provisions and its provisions are incorporated in this Contract insofar as they relate to the Authorised Works.
- c) This order is placed with reference to your quotation dated 1st August 2014. However, the terms and conditions of this Contract will prevail over any other terms or conditions included in your offer.
- d) Your authority and obligation to proceed under this Contract shall continue until the value of the authorised works has been expended or until any later date which we agree with you and is notified in writing. Within this period, it is intended that we will finalise the terms of the proposed Building Contract with the Employer. Until such documents are executed all the Authorised Work shall be governed by the latest versions of the Building Contract, the Employers Requirements, the Contracts Proposals and the Tender Sum Analysis. In the event of any dispute arising out of or in connection with the terms of this Letter of Intent the contents of such documents shall be deemed to be agreed as submitted by both parties unless varied by this letter.
- c) Liquidated and ascertained damages apply at a rate of £7,280 per week plus Rydon Prelims at £6,500 per week

3. Payment

- a) Payment will be made in accordance with the attached schedule of lump sum payments, all as detailed in Appendix A attached.
- b) Payments will be at monthly intervals, with a payment period of 30 days subject to 2.5% discount.
- c) We agree to reimburse you all reasonable costs, subject to the above, which have been properly incurred by you in the implementation of the Authorised Works pursuant to this Letter of Intent, subject to a maximum aggregate limit of £45,649.31 (Forty five thousand, six hundred and forty nine pounds, thirty one pence) exclusive of VAT. Such reimbursement shall be accepted by you in full and final settlement of all liabilities and costs whatsoever which you may have incurred in respect of the Authorised Works. Any or all other works carried out by your company or on your over and above the Authorised Works or the said maximum limit shall be on an at risk basis pending execution of the Building Contract, and you shall not be entitled to any payment and / or reimbursement of any loss of profits, loss of contracts and / or any other costs, losses and / or expenses arising out of or in connection

with the terms of this Contract.

- d) Retention will be held at 5%.
- e) The schedule of lump sum payments will remain fixed for the duration of the contract
- f) The final date for payment of the amount due to you pursuant to any invoice shall be twenty-eight (28) days from the date of actual receipt of the invoice. The time period stated in paragraph 10 of Part II of Statutory Instrument 1998 No.649 is amended to 2 days.
- g) For the purposes of VAT your works are classified as standard rated for which VAT invoices will be required
- h) Valuation dates will be as Appendix H – Payment Schedule
- i) Before we are able to make any payment you are required to ensure that we have your Unique Taxpayer Reference (UTR) and Company Registration Number or National Insurance Number.
- j) No payments for materials on or off site will be considered.

4. Insurance

You are required to maintain the following minimum levels of insurance:-

Public Liability :	£		for any one occurrence
Employer's Liability :	£		for any one occurrence

Satisfactory evidence of the maintenance of these policies must be provided on request.

For your information, the following personnel are responsible for this Contract:-

Project Manager:	Simon O'Connor	Tel:	
Contracts Manager:	Simon Lawrence	Tel:	
Surveyor:	Adam Marriott	Tel:	

5. Termination

We reserve the right to terminate this Contract at any time by giving notice in writing to you with immediate effect. You will immediately on receipt of such written notice vacate the Site and remove all plant and machinery from the Site and/or hand over all drawings, reports, specifications, calculations and any other documents prepared by or on behalf of you in connection with the Authorised Works whereupon you shall be reimbursed in accordance with this Contract.

This letter supersedes any previous instruction, correspondence or other discussions between the parties and represents the entire agreement between the parties in relation to its subject matter but will be subsumed by our standard Sub-Contract Order

We would be grateful if you could acknowledge your acceptance of the terms set out in this Contract by signing and returning the enclosed duplicate by return.

Yours faithfully
for Rydon Maintenance Limited



Simon Lawrence
Contracts Manager
Enc

[We accept the terms of this Contract

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Signed for and on behalf of []

Date]