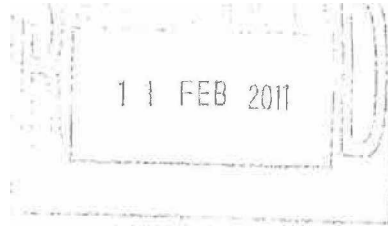


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John Tapscott
Associate Director
Manse Masterdor Ltd
Halfpenny Lane
Knaresborough
North Yorkshire
HG5 0SL



292a Kensal Road
LONDON
W10 5BE

Simon Throp


Sthrop@kcKCTMO.org.uk

10th February 2011

Dear Sir,

Re KCKCTMO fire Door replacement programme 2011-2012.

We refer to your tender dated 18th January 2011 and to our telephone conversation in relation to the Works.

We are pleased to inform you that, subject to approval of our tender report by the KCTMO Operations Committee ("the Committee") on the 22nd February 2011, it is our Intention to accept your tender and to enter into a contract with you ("the Contract") for the carrying out of the Works.

It is intended that the form of the Contract will be based upon the JCT Measured term form of contract 2005 and will incorporate the following documents:

1. A copy of your schedule of individual fire door prices.
2. A copy of your tender documentation

The intended start date for the contract is 11 February 2011 with an end date of January 2012 subject only to the size of the final programme following the completion by the KCTMO of its FRA for its medium risk stock.

Notwithstanding that all the tender report has not yet been approved by the committee, we hereby authorise and ask that you proceed with the initial surveying and commence manufacture of the doors set out in initial programme included within the tender documents with an intention to complete the initial programme as soon as possible.

Although the Contract has not yet been entered into, all the terms and conditions of the Contract so far as agreed between us, and so far as not inconsistent with the terms of this

letter, will apply to any work carried out by you pursuant to the instruction contained in this letter.

You will keep us fully and promptly informed of the progress of the work carried out by you pursuant to this letter and shall report to us on the **23rd February 2011**, providing supporting documentary evidence, of all costs and expenses which you incur pursuant to this instruction should the committee fail to approve the tender report.

The KCTMO will pay you for any activities properly undertaken by you pursuant to the instruction contained in this letter, provided that our total liability under this letter shall not exceed £5,000.00 plus Value Added Tax at the above mentioned date.

For the avoidance of doubt, we are not bound to enter into any further contract with you and our commitment at this stage is strictly limited as set out in this letter. You **must** obtain our further authorisation and instruction before committing to any expenditure above the limit stated in this paragraph.

Within 4 days of the date of this letter you must provide us with certificates of verification of insurance cover confirming that all insurances which you are required to maintain under the terms of the proposed Contract are in place upon the required terms and at the required levels. In particular (to the extent that they have not been provided to us to date) we require evidence of your Contractor's All Risks, Professional Indemnity, Employer's Liability, Public Liability and if applicable JCT clause 21.2.1 or similar insurances.

You shall act as designer and principal contractor for the purposes of the Construction (Design and Management) Regulations **1994** or any amendment or re-enactment thereof ("the CDM Regulations") and shall perform all the functions **required** of you in these capacities by the CDM Regulations. You warrant to us that you are competent and have allocated or, as the case may be, will allocate adequate resources to ensure compliance with your obligations under this paragraph.

Yours faithfully^

A handwritten signature in black ink, appearing to read 'R Black', with a long horizontal line extending to the right.

Robert Black
Chief Executive

Kensington & Chelsea Tenant Management organisation