

DATED

3 February

201⁶/₅

RYDON MAINTENANCE LIMITED

(Contractor)

and

STUDIO E ARCHITECTS LIMITED

(Consultant)

DEED OF APPOINTMENT
Relating to Services at the Development
(as defined in this Deed)

Grenfell Road, London, W11 1TQ

Agreed version Constr/Deed of Appointment
Updated : 01/06/15 DB

RYD000094228/1

THIS DEED is made on the 3 day of February 2016

BETWEEN

RYDON MAINTENANCE LIMITED (Company registration Number 01651097) whose registered office is at Rydon House Station Road Forest Row East Sussex RH18 5DW ("the Contractor") and

STUDIO E ARCHITECTS LIMITED (Company Registration Number 02951234) whose registered office is at 310 Linton House, 164/180 Union Street, London, SE1 0LH ("the Consultant").

WHEREAS

The Consultant carries on a business as a firm of architects and the Contractor wishes to appoint the Consultant to provide services in that capacity in connection with the Development

NOW IT IS AGREED as follows:-

1. Definitions

In this Deed the following words and expressions shall where the context so admits be deemed to have the following meaning:-

- | | |
|-----------------------|---|
| "Building Contract" | means the building contract in the form of JCT Design & Build (2011) with amendments thereto and the documents and/or drawings forming part of that building contract including without limitation any Employer's Requirements and Contract Drawings entered into between the Employer and the Contractor dated 30 October 2014. |
| "Collateral Warranty" | means collateral warranties in the forms of the draft annexed and marked "C" (or such other similar forms as the Funder may reasonably require). |
| "Copyright Documents" | means all drawings reports specification bills of quantities calculations and other similar documents provided by the Consultant in connection with the Site. |
| "Development" | means the design, construction, refurbishment, commissioning, completion and defect rectification of enhancements and developments carried out at Grenfell Tower, Grenfell Road, London W11 1TQ together with all supporting infrastructure, access, car parking, landscaping and amenities at the Site as more particularly described and defined in the Building Contract |
| "Employer" | Means The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited |
| "Fees" | means the sum of £180,625.00 plus the Value Added Tax but including disbursements, payment of which is to be made in the stages set out in Annex B in accordance with clause 3.1. |
| "Funder" | means a bank or similar organisation providing finance for the development to the Employer |

"Insurance Amount"	means the amount of not less than five million pounds (£5,000,000) for any one claim or series of claims arising from the same original cause source or event (but limited to £1,000,000.00 in the aggregate in respect of asbestos).
"Services"	means the services listed in the Schedule of Services annexed hereto and marked "A".
"Site"	means the site at Grenfell Tower, Grenfell Road, London, W11 1TQ

2. SERVICES

- 2.1 The Consultant has and will continue to perform for the Contractor the Services in respect of the Development
- 2.2 Without prejudice to the generality of the foregoing the Consultant acknowledges that it is responsible for all and any design and other work undertaken by the Consultant its employees servants sub-contractors or agents in relation to the Site before the date of this Deed
- 2.3 The Consultant warrants it has exercised and will continue to exercise reasonable skill care and diligence in the discharge of the Services to the standard reasonably to be expected of a competent professional experienced in the provision of professional services for works similar to the size scope complexity quality and nature of the Development.
- 2.4 No advice, approval, comment or want of the same by the Contractor or any other person on any matter connected with or arising from the designs of the Consultant shall release or diminish the Consultant's responsibilities or obligations under this Deed.

3. FEES

- 3.1 In consideration for the Services the Contractor will pay the Consultant the Fees and such payment shall be made as per the Fee Schedule at Annex B to this Deed.
- 3.2 The Consultant shall within 30 days after completion of each relevant stage submit to the Contractor an invoice in respect of the Fees relevant to that stage ("the Interim Application"). The Interim Application must state the amount the Consultant considers to be due to them and the basis on which the sums have been calculated.
- 3.3 The date upon which the Contractor receives such the Consultant's Interim Application shall be the "due date" for payment.
- 3.4 The final date for payment of an Interim Application shall be thirty five (35) days after its due date.
- 3.5 Not later than twenty one (21) days after the due date the Contractor shall give a notice in writing to the Consultant ("a Payment Notice") in accordance with clause 3.6 and subject to any Pay Less Notice given by the Contractor in clause 3.7, the amount of the interim payment to be made by the Contractor on the final date for payment shall be the sum stated in the Payment Notice.
- 3.6 The Payment Notice shall specify the amount the Contractor considers to be due to the Consultant and the basis on which the sums have been calculated.
- 3.7 If a Payment Notice is not given in accordance with clause 3.5, the amount of interim payment to be made by the Contractor shall, subject to any pay Less Notice under clause 3.8, be the sum stated as due in the Interim Application.
- 3.8 If the Contractor intends to pay less than the sum stated as due from him in the Interim Application or the Payment Notice, as the case may be, he shall not later than two (2) days before the final date for payment give the Consultant written notice of that intention to withhold ("a Pay Less Notice").
- 3.9 The Pay Less Notice shall specify the amount the Contractor considers to be due to the Consultant and the basis on which the sums have been calculated.
- 3.10 Where a Pay Less Notice is given, the payment to be made on or before the final date

for payment shall not be less than any amount stated in the Pay Less Notice.

- 3.11 The payment of any amount by the Contractor to the Consultant shall not prejudice or adversely affect the right of the Contractor to contend that the Services have not been properly valued and that any amount has been improperly paid or withheld. In making any stage payment the Contractor shall be entitled to reconsider and if necessary adjust the assessments made by him in arriving at any previous stage payment.
- 3.12 The payment of any stage payment by the Contractor shall not constitute or imply or be evidence of the Contractor's approval or acceptance of any design work forming part of the Services or shall in any way lessen or otherwise affect the Consultant's responsibilities and liabilities hereunder.
- 3.13 If the Contractor fails properly to pay the amount or any part thereof due to the Consultant by the final date for payment of each stage payment the Contractor shall pay to the Consultant in addition to the amount not properly paid simple interest thereon for the period until such payment is made. Payment of such simple interest shall be treated as a debt due to the Consultant by the Contractor. The rate of interest payment shall be three per cent (3%) over the Base Rate of the Bank of England which is current at the date the payment by the Contractor became overdue. Any payment of simple interest under this clause 3.13 shall not in any circumstances be construed as a waiver by the Consultant of his right to proper payment of the principal amounts due from the Contractor to the Consultant in accordance with and within the time stated in this Deed.

4. INSURANCE

- 4.1 The Consultant shall maintain professional indemnity insurance in an amount of not less than the Insurance Amount from the date when the Services commenced or, if earlier, the date of this Deed until twelve years from the date of Practical Completion of the Works as defined in the Building Contract PROVIDED ALWAYS that such insurance is available in the market at commercially reasonable rates and terms.
- 4.2 The Consultant shall immediately inform the Contractor if such insurance ceases to be available at commercially reasonable rates and terms. As and when it is reasonably requested to do so by the Contractor the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained in accordance with this clause but not in any way which would breach the terms of the policy then in force.

5. DELETERIOUS MATERIALS

The Consultant warrants to the Contractor that in carrying out the Services it has not and that it will not specify for use or knowingly permit to be used in relation to the design of the Development any materials or substances which the Consultant knows or exercising reasonable skill and care ought to know at the time of specification (save where the Consultant has an ongoing involvement in the Development including without limitation supervision or inspection of the Development in which case at the time of use) are not in accordance with British or European Standards and Codes of Practice (or their equivalent) or which are generally known within the Consultant's profession to be deleterious to health or safety or to the durability or integrity of the Development

6. COLLATERAL WARRANTIES

The Consultant has executed or will execute a Collateral Warranty in favour of each of the Borough, the Employer, the Funder and such other parties as the Employer or Contractor may from time to time require (up to a maximum of two) and deliver the same to the Contractor within 7 days of request.

7. COPYRIGHT LICENCE

- 7.1 The copyright in all Copyright Documents shall remain vested in the Consultant but

the Contractor and its appointee shall have an irrevocable royalty free non exclusive licence to copy and use such Copyright Documents and to reproduce the designs contained in them for any purpose related to the Development including but without limitation the construction completion maintenance letting promotion advertisement reinstatement and repair of the Development.

- 7.2 The Contractor and its appointee shall have a licence to copy and use such Copyright Documents for the extension of the Development but such use shall not include a licence to reproduce the designs contained in them for any extension of the Development. The Consultant shall not be liable for any such use, misuse or variation whatsoever by the Contractor or its appointee of any Copyright Documents for any purpose other than that for which the same were prepared and provided by the Consultant. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties.

8. CDM REGULATIONS

- 8.1 The Consultant is aware of the Construction (Design and Management) Regulations 2015 ("the CDM Regulations") and acknowledges that in relation to the Services it is a "designer" as defined in the CDM Regulations and will use reasonable skill care and diligence to comply with its obligations and duties as a designer as defined and specified within the CDM Regulations

9. TERMINATION AND SUSPENSION

- 9.1 The Contractor may at any time by written notice immediately terminate the appointment of the Consultant under this Deed.
- 9.2 Without prejudice to any rights or remedies which either party may have, on termination of the appointment under this Deed the Consultant shall be entitled to remuneration for all work completed at that time with a fair and reasonable apportionment being made in respect of partially completed work stages. The Consultant shall not be able to recover any disruption charge, loss of profit, loss of business opportunities, loss of contracts or any other losses and/or expenses arising out of or in consequence of such termination.

10. ASSIGNMENT

- 10.1 This appointment is personal to the Consultant and the Consultant shall not assign charge or transfer any right or obligation under this Deed to any other person. No delegation subcontracting or other transfer of the Services by the Consultant to any other person shall be permitted other than the subcontracting of specifically identified elements of the Services to specialist sub-consultants with the Contractor's prior express written consent.
- 10.2 The Contractor may without the consent of the Consultant assign all or any of its rights under this Deed up to a maximum of two occasions only.

11. THIRD PARTY RIGHTS

Subject to the rights of any permitted successor or permitted assignee of this Deed, this Deed does not create any right enforceable by any person not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12. PARTNERSHIP

- 12.1 The obligations of the Consultant are the joint and several obligations of the partners of the Consultant all of whom have executed this Deed.
- 12.2 The covenants warranties and undertakings on the part of the Consultant shall be deemed to have been made by and on behalf of all the existing and future partners of the Consultant

13. CONFIDENTIALITY

Save as may be necessary for the proper performance of the Services or as otherwise

compelled by law the Consultant shall not during the performance of the Services or following the termination (for whatever cause) of this Deed disclose to any third party or make use of any information of any kind whatsoever relating to the Development. Nothing in this clause shall prevent the disclosure or use of any information to obtain insurance, professional or legal advice or during the course of any legal proceedings or where disclosure is required in accordance with any law or regulation.

14. ADJUDICATION

- 14.1 If any dispute shall arise between the Consultant and the Contractor at any time then without prejudice to the rights of the parties under the remainder of this clause 14 the party who believes that a dispute has arisen shall give written notice to the other and the parties shall endeavour to resolve that dispute by negotiations for a period of not less than twenty eight days thereafter.
- 14.2 Either party may give written notice to the other of his intention to refer any dispute to adjudication in accordance with the provisions of clauses 14.3 to 14.10 accompanied by a written statement setting out full details of each matter in dispute and copies of all relevant supporting documents and shall at the same time deliver further copies of such notice statement and documents and a copy of this Deed to the Adjudicator.
- 14.3 The Adjudicator in all and any disputes referred to in accordance with clause 14.2 shall be nominated upon written request from either party by the President for the time being of the Chartered Institute of Arbitrators ("the Adjudicator") and upon making his decision the Adjudicator shall make an award as to which party shall bear the costs of the Adjudication.
- 14.4 Within seven days from the date of service of a notice in accordance with clause 14.2 the parties shall appoint the Adjudicator (the date of such appointment being the date of referral of the dispute) and thereafter shall co-operate with the Adjudicator in his ascertaining of the facts comprising the dispute.
- 14.5 The Adjudicator shall reach a decision on the dispute within twenty eight days following the date of referral of the dispute pursuant to clause 14.4 or within such longer period as the Consultant and the Contractor may agree at any time after such dispute has been so referred and the Adjudicator shall notify the Consultant and the Contractor of such decision in writing.
- 14.6 In addition to any extension of the period of twenty eight days referred to in clause 14.5 by agreement between the parties the Adjudicator may extend the said period of twenty eight days by up to fourteen days with the consent of the party who served notice under clause 14.2
- 14.7 The Adjudicator shall act impartially and shall be permitted to take the initiative in ascertaining the facts and the law relevant to the dispute but may not consider statements or submissions which have not been made available to all parties.
- 14.8 The Adjudicator should have full power to open up review and revise any decision opinion direction certificate valuation requirement or notice of the activities made under or pursuant to this Appointment.
- 14.9 The Adjudicator may award simple or compound interest for such periods and at such rates as he considers appropriate and subject to clause 14.
- 14.10 The Adjudicator may correct his or her decision so as to remove a clerical or typographical error arising by accident or omission within five (5) days of communicating his or her decision to the Consultant and the Contractor.
- 14.11 The Adjudicator's decision is binding unless the dispute or difference is finally determined by litigation.

15. APPLICABLE LAW

This Deed shall be governed by English Law and the English Courts shall have exclusive jurisdiction with regard to all matters arising therefrom.

16. LIMITATION PERIOD

It is acknowledged that whatever the manner in which the parties have executed this Deed the

period of limitation applicable to any claim or claims arising out of or in connection with this Deed shall be twelve (12) years from the date of Practical Completion under the Building Contract.

17. ENTIRE AGREEMENT

This Deed supersedes any previous appointment, agreement or arrangements between the Consultant and the Contractor in respect of the Services (whether oral or written) and represents the entire understanding between the parties in relation to the Services.

IN WITNESS whereof the parties hereto have duly executed this document as a Deed the day and year first before written

Executed as a Deed by
RYDON MAINTENANCE LIMITED
by two of its directors
or Director/Secretary

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Director

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Director/Secretary

Executed as a Deed by
STUDIO E ARCHITECTS LIMITED
by two of its directors
or Director/Secretary

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Director

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Director/Secretary

Annex A
Schedule of Services

SCHEDULE OF ARCHITECTURAL SERVICES

The following requirements shall be suitable for and in accordance with all relevant Building Regulations and Local Authority approval and working drawings:-

"Contractor" shall mean Rydon Maintenance Limited.

"Client" shall mean The Royal Borough of Kensington and Chelsea Tenant Management Organisation (KCTMO).

"The Site" shall mean Grenfell Tower, London, W11 1TQ

Planning

1. Liaise with the Local Authority Planning Department in order to produce a site layout that satisfies the Local Authority and KCTMO in order to achieve Full Planning Approval.
2. Attend Planning meetings / design co-ordination meetings and consultations as required in order to obtain Planning.
3. Make submission for and obtain full Planning Approval, for and on behalf of KCTMO / The Contractor.

Generally

4. Seek to ensure that all aspect of the architectural designs comply with the Employers Requirement documents prepared by Artelia UK
5. Advise the Contractor where, in the Architects opinion, there are shortfalls within the Employers Requirements and advise of assumptions to be made.
6. Resolve outstanding planning conditions.
7. Responsibility for co-ordinating Building Regulation approval for and on behalf of the Contractor.
8. Seek to ensure that all designs comply with the relevant Statutory Requirements, including Scheme Development Standards.
9. In accordance with the CDM Regulations, undertake a Design Risk Assessment relating to the works that are part of the Architect's brief. Provide as-built drawings for the CDM file.
10. Liaise with and co-ordinate as required to ensure compatibility with Structural Engineers, Civil Engineering, Mechanical and Electrical Engineering and Services Information and generally to ensure the overall viability of the project.
11. Co-operate with the Contractors Buying Department in the consideration and selection of alternative materials.
12. With other Consultants, where appointed, develop the scheme designs, agree with the Contractor the type of construction and quality selection of materials.

13. Co-ordinate any design work done by consultants, specialist contractors, subcontractors and suppliers.
14. Liaise with N.H.B.C / Zurich / HAPM as necessary.
15. Liaise with the various Statutory Bodies as required inter alia, Fire Authorities, Environmental Authorities.
16. Liaise with site and respond to construction queries.
17. Attend design co-ordination meetings as reasonably required and liaise with the design team as appropriate, both during the design process and construction period.
18. Attend site as reasonably required during the construction process.
19. Provide 'as-built' drawings when required.
20. Provide conveyancing drawings as necessary.
21. Provide a Collateral Warranty for all designs as detailed in the Employers Requirements.
22. Liaise with the Local Crime Prevention Officer and obtain "Secured by Design" certification, where required.
23. Advise whether, in the Architects opinion, Party Wall Awards will be required, and adapt the design accordingly.
24. Provide information to discuss proposals with and incorporate input of other consultants into scheme design and detailed proposals.
25. Advise The Contractor if any design development is likely to affect materially the cost of the Works compared with the design contained in the Contractor's Proposals.
26. Provide The Contractor with general arrangement drawings, interface details, performance specifications and other technical information reasonably necessary to seek quotations from Subcontractors and Suppliers.
27. Examine Subcontractors' and Suppliers' drawings and details, with particular reference to tolerances and dimensional co-ordination, finish, durability, appearance and performance criteria and report to The Contractor.
28. Prepare additional production information associated with the Architectural Designs.
29. Prepare and submit plans for proposed building works for the approval of landlords, funders, freeholders, tenants or others as requested by the Contractor.

Superstructures

30. Design and provide general arrangement drawings as follows;
 - a. Fully dimensioned plans for each floor / unit
 - b. Sections as required for each floor.
 - c. Sections as required for each unit.
 - d. Site layout plan.

- e. Fully dimensioned plans for each floor/unit.
 - f. Sections as required for each floor.
 - g. Sections as required for each unit.
 - h. Site Layout plan.
 - i. Roof plans and associated details, i.e. pitches, overhangs.
 - j. Dimensioned block plans.
 - k. Elevations for each unit.
 - l. Site elevations showing the relationship of the proposed buildings adjoining the site, indicating positions and heights of windows, eaves and ridges relative to the adjoining buildings / sites.
 - m. Furniture layouts indicating positions of radiators, ceiling lights, switches and sockets.
31. Provide supplementary notes to drawings and provide further drawings to show sufficient information to construct the project to completion consisting (but not limited to) the following:-
- a. External wall / internal wall and partition construction details (1:20/1:10/1:5).
 - b. External wall / ground floor junction details (1:20/1:10/1:5).
 - c. Window jamb / head / cill details (1:20/1:10/1:5).
 - d. Door schedule
 - e. Window schedule
 - f. Ironmongery schedule in conjunction with contractors ironmongery supplier.
 - g. Finishes / decorations schedule.
 - h. Kitchen plans and elevations (1:20).
 - i. Bathroom plans and elevations (1:20).
 - j. Stair details including half landings.
 - k. Duct and fire stopping details.
 - l. Rainwater pipe locations.
 - m. Soil stack locations.
 - n. Service duct locations both horizontally and vertically (ie. kitchen extracts).
 - o. Roof and eaves details.
 - p. Flat roof construction details.
 - q. Sanitaryware schedule.
 - r. Service routes and entry points.
 - s. Sloping abutment / horizontal abutment details.
 - t. Clear detailing of DPC's DPM's at junctions/change of levels and at other non-standard situations.
32. Liaise with The Contractor / Client and design all internal signage to comply with the relevant guidelines.
33. Liaise with Engineer and indicate movement joint locations on general arrangement drawings. Construction of movement joints to be detailed by the Engineer.
34. Provide dimensional advice and comment on lintel designs / schedules.
35. Provide dimensional advice and comment of precast floor manufacturers layouts.
36. Provide dimensional advice and comment of precast staircase manufacturers design.
37. Liaise with the Engineer and provide general arrangement drawings of timber floors, giving details of joist layout, sizes, support trimmers, metal straps and joist hangers. Sizes of joists etc. to be designed by the engineer for incorporation on the Architects drawings.

Setting-Out

38. Provide external and internal setting-out of the individual blocks for inclusion on the setting-out plan, including the overall block dimensions and drainage points.
39. Advise the Civil Engineer of any critical setting-out dimensions.

External Works

40. Liaise with the Local Authority and provide a Planning Approval external works drawing to show the following hard and soft areas, (detailing of finished levels and construction details by others):-
 1. Adoptable roads / public highways, including speed ramps, white lines, signage, street lighting and bollards
 2. Adoptable public footpaths.
 3. Adoptable parking areas.
 4. Adoptable crossovers.
 5. Private roads.
 6. Shared access ways.
 7. Communal footpaths.
 8. Private footpaths (front garden and rear garden).
 9. Private drives / parking courts.
 10. Private patios.
 11. Dustbin areas.
 12. Drying areas.
 13. Screen walls, fencing, gates, retaining walls, steps, ramps.
 14. Soft landscaping, including grassed areas, planted beds and any street furniture (ie. benches, pergolas, covered walkways).
 15. Play areas.
41. Provide detail drawings and designs for pergolas, covered walkways, car ports, refuse areas, steps, ramps, balustrading, handrails etc as necessary.
42. Liaise with the Local Authority and Post Office to agree postal numbering, post codes etc
43. Provide advice and comment of specialist planting contractors design in relation to the Architectural design.
44. Liaise with The Contractor / Client and the Civil Engineer in order to determine the external signage requirements. The Civil Engineer to include details of the agreed signage on the engineering layout.

as
applicable

Site visits = 25no. is required

Annex B
Fee Schedule

Fee Schedule

Grenfell Tower

STAGE	FEE
Stage F1	£45,156
Stage F2	£36,125
Stage K	99,344
TOTAL	£180,625

Annex C
Collateral Warranty

