

Kerry Kirwan
Middlewich Town Council
Victoria Buildings
Lewin Street
Middlewich, Cheshire CW10 9AS
United Kingdom

Dear Kerry

8402 | Murgatroyd's Brine Pump (Emergency Repairs) Phase 2

27/03/2019

Letter of Appointment

Please find below a description of the works to be carried out by Buttress in regard to the works at Murgatroyd's Brine Pump. The revised fee proposal is attached to this letter.

- Buttress will be under the direct employment of Middlewich Town Council to administer a JCT Minor Works Contract 2016, provide 6 site visits (including 4 progress meetings) and provide a final, snagging inspection.
- Neal Charlton from Buttress will be the Director in charge of the project Appleyard and Trew will be appointed by Buttress as sub-consultants.
- We have not quoted for the principle designer role and it is assumed that Middlewich Town Council will appoint this separately under their duties under the CDM regulation 2015.
- The appointment and fee schedule are valid from 27.03.2019 and should be signed and returned within 30 days of issue. The works are expected to be onsite for an 8 week period.
- The fee is a total of £3,960.00 excluding VAT for Buttress' fee and £1050 for Appleyard and Trew, half of which will be invoiced and payable on week 4 of the construction programme. This fee is inclusive of expenses for the 6 no visits quoted. Any additional visits will also incur additional expenses.
- Any third party charges incurred will be subject to a 10% handling charge.

This letter is to be read in conjunction with our standard terms and conditions on the following page.

We can programme the work on receipt of a signed copy of this letter

Yours sincerely

Samantha Gill | Architect

for **Buttress**

Enc Standard Terms and Conditions

Please proceed with the work as set out above and in accordance with the attached terms and conditions.

Signed.....date.....



Terms and Conditions – Architectural Services

1.0 Conditions of Engagement

The Royal Institute of British Architects and ARB require that, before we commence our work, we must clarify and agree the basis of our appointment with our client in writing. The covering letter, this document and your written response will satisfy this requirement and constitute our agreement.

The current version of The Royal Institute of British Architects Standard Form of Agreement for the Appointment of an Architect (SFA) and this Schedule of Conditions for Architectural Services and supporting General Terms of Engagement shall together constitute the Contract Agreement. Upon request the Architect shall submit the completed SFA documentation.

2.0 Project Details

Project Name: 8402 | Murgatroyd's Brine Pump (Emergency Repairs) Phase 2

Project Details: Please see above.

Client	Middlewich Town Council	Architect	Buttress Architects Ltd
Client Address	Victoria Buildings Lewin Street Middlewich, Cheshire CW10 9AS United Kingdom	Architect Address	41 Bengal Street Manchester M4 6AF
Client Contact	Kerry Kirwan	Project Director	Neal Charlton
		Project Architect	Samantha Gill

3.0 The Services

We understand that you want us to provide the services as below, the full scope of which is briefly described in this document. Our full services will be as described in the RIBA standard Form of Appointment current at the time of this agreement. A copy can be made available on request.

Project Manager		Lead Designer	x	Architectural Designer	x	Contract Administrator	x
Lead Consultant		Principle Designer (CDM)		Designer (CDM)			

4.0 Programme

We understand the headline programme to be as follows

RIBA Stage	Description	Dates
0-1	Establish the brief	
2	Concept design	
3	Developed design/Planning Application	
4	Technical Design/Tender	
5	Construction	8 weeks construction period
6	Handover	
7	In use	

5.0 Other consultants and services

During the performance of these services, other consultants and services may be required and procured as below. This list is not exhaustive but is an understanding of what we believe to be necessary at the date of this agreement.

Consultant / service	Employed by		Notes
	Client direct	Buttress	
Cost Consultant		yes	

Client initial here	Buttress Initial here	Date
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Terms and Conditions – Architectural Services

6.0 Fee Basis

Our proposed fee is a Lump sum fee as follows:

RIBA Stage	Description	Fee
0-1	Establish the brief	
2	Concept design	
3	Developed design/Planning Application	
4	Technical Design/Tender	
5	Construction	£3960.00
6	Handover	Included above
7	In use	
Total		

All fees are exclusive of VAT and include reasonable expenses.

Our fees will be invoiced in monthly instalments for any contract expected to have a duration in excess of 45 days.

A percentage fee will be adjusted to take account for increase or decrease in Construction cost. Should this be more than +- 5% then we may review the overall percentage fee.

7.0 Hourly Rates

In the event that Buttress are instructed by the Client to undertake work additional to The Services (including the selection, appointment and management of other consultants or firms providing services in relation to the project), we shall obtain the Client's prior written consent and, unless agreed to the contrary, be entitled to recover any associated out-of-pocket expenses and our time for providing these services. The hourly rate for any additional work undertaken on a time basis will be on the scale operating at the time the work is carried out and such hourly rates will also apply to any work of an additional nature as outlined in The Royal Institute of British Architects Standard Form of Agreement for the Appointment of an Architect (SFA). All such work to be agreed prior to implementation. Specialist work will be identified prior to implementation but includes, for example; expert witness, planning appeals, public enquiries, strategic master-planning, legal pleadings, conservation reports etc.

Hourly Rates	General	Specialist
Director	£95.00	£160.00
Architect	£60.00	
Architectural Assistant	£50.00	

These rates are revised each 1st April on an annual basis.

8.0 Expenses and disbursements

Where fees are inclusive of reasonable expenses, it should be noted that additional charges will be made for any costs relating to purchase of surveys, maps, drawings, records, photographs, models, etc; delivery charges; hotels and similar costs; use of external computer facilities, statutory fees to Local Authorities, District Surveyors, etc; any specialist testing and soil investigations. Such additional charges will be invoiced monthly as incurred and as set out below.

Reprographic	Size	B & W Prints	Colour Prints	Glossy paper	Mounting (foamboard)
	A4	0.15	1.00	n/a	n/a
	A3	0.60	1.60	n/a	n/a
	A2	0.70	10.00	Print + £2.00	Print + £10.00
	A1	1.40	20.00	Print + £3.50	Print + £15.00
	A0	1.80	42.00	Print + £5.00	Print + £20.00
CD/DVD	Including admin and burning time. £5.00 per disk				
Postage	Letters, parcels and couriers will be charged at cost plus an additional 10% for handling & packaging etc				
OS Plans	Digital ordinance survey information will be charged at cost plus 10%				
Travel	By car @ 0.45/mile. By Bicycle @ 0.20/mile. Public transport @ Standard or economy class travel. Cost plus 10%				
Subsistence	Cost plus 10%				
Accommodation	Non London Post Code Hotel cost £110/night maximum and charged at cost plus 10%				

All other general disbursements and expenses are charged at cost plus 10% management/coordination fee.

It is not usual Buttress policy to pay fees related to planning or building regulations fees.

These rates are revised each 1st April on an annual basis. All costs are exclusive of VAT.

9.0 Terms and Conditions

9.1. These are the general terms of appointment of Buttress Architects Limited (BUTTRESS) setting out the relationship between the practice and the Client.

10.0 Duty of Care

10.1. BUTTRESS will exercise reasonable skill, care and diligence in the performance of the Services in conformity with the normal standards of the profession appropriate to the service.

11.0 Conditions of Engagement

11.1. The current version of The Royal Institute of British Architects Standard Form of Agreement for the Appointment of an Architect (SFA) and this Schedule of Conditions for Architectural Services and supporting General Terms of Engagement shall together constitute the contractual agreement. Upon request the Architect shall submit the completed SFA documentation.

11.2. If The Royal Institute of British Architects Standard Form of Agreement for the Appointment of an Architect (SFA) is not to be

Client initial here	Buttress Initial here	Date
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Terms and Conditions – Architectural Services

used then Buttress would regard any services provided in negotiating a non-standard agreement as additional services and a flat fee of £5,000 will be charged for bespoke appointment and warranties.

11.3. The provision of Collateral Warranties is excluded from The Agreement.

12.0 Authority

12.1. BUTTRESS will act on behalf of the Client in the matters set out or implied in the engagement. These terms shall not be materially extended or varied without the prior agreement of the Client.

13.0 Communications

13.1. The Client, if not an individual, will nominate a representative through whom all communications will be directed.

13.2. BUTTRESS will give the Client the name(s) of the Director(s) directly responsible and of key members of staff involved in providing the Services.

13.3. Instructions by the Client

13.4. All instructions from the Client to BUTTRESS, including instructions to vary, add to or suspend the Services shall be given by the Client's representative to BUTTRESS in writing or, if given orally, confirmed in writing within a reasonable period.

14.0 Resources

14.1. BUTTRESS will use competent staff and ensure sufficient resources are provided to accord with the agreed programme. In addition BUTTRESS will endeavour to maintain the original Design Team for the duration of the project. However, should the programme overrun beyond agreed dates, or other such circumstances outside the control of BUTTRESS, the team members may have to be changed.

15.0 Consultants, Specialists or Other Contractors

15.1. Where additional Consultants, Specialists or Contractors are required, BUTTRESS can make recommendations.

15.2. Where BUTTRESS assumes responsibility for the direction and integration of the Consultants, Specialists or Contractors work it is expressly agreed that they shall not be held responsible to the Client for the suitability for purpose or performance of any work entrusted to such Consultants, Specialists or Contractors. Where BUTTRESS is requested to appoint sub-consultants directly a fee of 15% plus VAT will be charged on each consultant/specialist service, or works package for the execution of such services to the agreed fees payable to BUTTRESS. The Client shall satisfy himself as to the adequacy of the professional indemnity insurances of the Consultants, Specialists and Contractors.

16.0 Maintenance Manuals

16.1. At the completion of the project the Architect's contribution to the maintenance manual shall be limited to the provision of a single copy of the latest amendment of the Architects

- Design drawings/schedules
- Sketches
- Instructions
- Risk Assessments

17.0 Copyright and Use of Information

17.1. BUTTRESS shall retain the copyright in all documents, drawings, photographic and other records, models or presentation materials prepared by BUTTRESS, and in any works executed by them, unless otherwise agreed in writing. Information will only be issued in PDF and hard copy format. The only exception is where BUTTRESS are employed post Stage 3 in which case CAD model files may be issued to other consultants on the understanding that they are not passed to any other third party and used solely for the project for which they relate.

17.2. BUTTRESS may suspend further use of licence to use the drawings and information in the event that the client is in default of payment.

18.0 Publication

18.1. BUTTRESS may publish or join in publishing any description or illustration associated with the Services, with the prior consent of the Client.

18.2. Unless agreed to the contrary, Buttress shall have the right to take photographs of the project before, during and after completion and to use such photographs in our publicity material - providing that any associated captions or descriptive text have the Client's prior written agreement.

19.0 Assignment

19.1. Neither the Client nor BUTTRESS may assign the whole or any part of their respective duties without the other's written consent. We do not accept liability to any third party in contract, in tort or otherwise without a formal assignment being in place and nothing in The Agreement confers or purports to confer to a third party any benefit or any right to enforce the terms of The Agreement.

20.0 Insurances

20.1. BUTTRESS shall, on written request by the Client, produce satisfactory evidence that professional indemnity and public liability insurances have been taken out and remain in effect. BUTTRESS maintains professional indemnity insurance at £5m.

21.0 Payment

21.1. Interim or Stage Payments - Payment Notices for interim or stage payments will be rendered by BUTTRESS (unless otherwise agreed in writing) at intervals at not less than one month.

21.2. Settlement of Accounts - The Client shall pay all fees, expenses, disbursements and VAT due to BUTTRESS no later than 14 days from the due date (the date of issue of our Payment Notice). In the event that payment is not made by the final date for payment and the client has not issued a 'pay less notice' then BUTTRESS reserves the right to suspend services after a further 7 days, charge interest on all amounts due and withhold copyright on our information.

21.3. Late payments - Interest will be charged to the client on overdue accounts at 8.0% above the Bank of England base rate, when payment becomes due, calculated from the date payment becomes due to the date of settlement and compounded monthly. There shall also be a reasonable amount added for costs and expense as a result of late payment.

21.4. Deductions - The Client shall not be entitled to make any deduction or set-off in respect of any dispute or claim against BUTTRESS.

21.5. Queried Accounts - If the Client disputes in good faith that any item set out in an invoice is due, the Client shall nevertheless pay all items not in dispute.

21.6. Vat is applicable to all invoices.

21.7. Records - On written demand by the Client, BUTTRESS shall provide, where appropriate for the services and the basis of charge:

- Timesheets
- Archive recovery
- Administration costs
- Receipts or other appropriate evidence of expenditure
- Value added Tax invoices

Client initial here	Buttress Initial here	Date
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Terms and Conditions – Architectural Services

22.0 Liability

- 22.1. Liability for loss or damage shall be limited to such sum as is reasonable having regard to the Architect’s responsibility for such loss or damage on the basis that all other consultants, specialists and contractors shall be deemed to have provided contractual undertakings to the Client in respect of their services and shall be deemed to have paid to the Client such contribution as may be appropriate having regard to the extent of their responsibility for such loss or damage. No proceedings shall be brought after 6 years from the date of the last service under this agreement.
- 22.2. No employee including directors shall be personally liable for any service under this appointment.

23.0 Suspension or Termination

- 23.1. Suspension or termination by the Client
The Client may at any time suspend or terminate the performance of the Services by giving at least 7 days notice in writing to BUTTRESS.
- 23.2. Suspension or termination by BUTTRESS
BUTTRESS may suspend the performance of the Services by giving at least 7 days notice in writing to the client stating the grounds for suspension.
Such grounds may be, but are not limited to
 - Failure to pay fees without issuance of a payless notice
 - Persistent or material breach of this Agreement by the Client.
 - That BUTTRESS are prevented from performing their services for reasons beyond their control.
 - Force Majeure
- 23.3. Bankruptcy
Termination may be immediate if either party commits an act of bankruptcy, enters administration or goes into liquidation.
- 23.4. Following suspension
When the Client has suspended the performance of the Services:
BUTTRESS will cease performance in an economic and orderly manner on expiry of the notice period.
If suspension arises from a default by the client which is remedied then services shall resume within a reasonable period from that remedy.
If suspension arises from a default by the client which is not remedied, BUTTRESS may serve on the Client written notice advising of termination. If within 28 days of the service of that notice the Client has failed to remedy the default; then BUTTRESS may terminate the performance of the services upon serving a further written notice on the Client to that effect.
By default, if after suspension, services are not resumed within 6 months, the contract will be considered to be terminated.
On resumption of services, any period of suspension will be added to any agreed programme for the performance of services.
- 23.5. Payment on Suspension or Termination
If performance of the Services has been suspended or terminated, BUTTRESS shall be entitled to submit to the Client an account for all outstanding fees earned by BUTTRESS for the services performed (whether wholly or in part), together with all expenses and other disbursements incurred and Value added Tax due.

24.0 Waiver

- 24.1. No indulgence shown by either the Client or BUTTRESS shall prevent the other subsequently insisting upon his rights and remedies under the Agreement.

25.0 Complaints

- 25.1. Buttress is committed to providing a high quality of service.
We welcome feedback from our clients which tells us when we are getting things right and just as importantly enables us to focus on where we need to improve, so that we learn from our mistakes. We

record and monitor all complaints and carry out regular reviews of our customer services.

However, if for some reason our level of service falls below your expectations, the following procedure is intended to deal with the matter.

25.2. Step 1: Informal Resolution

If you are not satisfied with the service being provided by Buttress Architecture Ltd, we would encourage you to initially discuss your concerns with the employee concerned. They will make every effort to resolve the issue.

Any complaints received by the Practice will also be initially handled in this manner.

Should discussion with the employee concerned not result in the resolution of the complaint, the Director in charge of the project / employee should be contacted, who will endeavour to resolve the complaint

25.3. Step 2: Formal Resolution

Should the above step not provide a satisfactory outcome, you should write, including full details of the complaint and any previous correspondence to our Managing Director:

Gavin B Sorby
Buttress Architecture Ltd
41 Bengal Street, Manchester, M4 6AF
GSorby@Buttress.net

25.4. Your letter will be acknowledged within 10 working days and, where practicable, you will receive a full written response within 30 working days, which will set out:

- Our understanding of the complaint.
- Whether the complaint is upheld, dismissed or whether further time is needed to assess the complaint and the proposed alternative timescales.
- The reasons for the above.
- The proposed next steps.

25.5. Where the complaint is upheld, proposals for the resolution of the complaint will be provided.

25.6. Step 3: Independent Resolution

Should the above procedure be exhausted but not provide a satisfactory outcome, then you can request that the complaint be referred to an independent dispute resolution body which is appropriate to the complaint.

25.7. All Architects within the Practice are registered individually with the Architects Registration Board and are subject to the Architects Code: Standards of Conduct and Practice. You can refer your complaint to the Board if conduct or competence appears to fall short of the standards in the Code.

26.0 Dispute Resolution Arbitration

- 26.1. Any dispute between the Client and BUTTRESS arising out of the Agreement may be referred to arbitration by either party after 7 days notice.
- 26.2. The arbitrator may be agreed between the Client and BUTTRESS or, in default of Agreement, appointed by the president or a vice-president for the time being by the Royal Institute of British Architects as is most appropriate for the nature of the dispute.

27.0 Governing Laws

- 27.1. The application of these conditions shall be governed by the laws of England and Wales.

28.0 Cancellation

- 28.1. The client has the right to cancel this agreement within 7 days of the agreement being made.
- 28.2. In the event of cancellation. BUTTRESS will be entitled to any reasonable costs incurred before the agreement was made and during the 7 day period.

Client initial here	Buttress Initial here	Date
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