

26 January 2024  
Submission No. S24- 0272  
By email: MHarris@chicltd.co.uk  
Rev 2

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Michael Harris (Co Westminster City Council)  
Head of Partnerships  
Communities and Housing Investment Consortium Ltd (CHIC)

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Dear Mike

**Westminster City Council – Building Safety Case Highrise and Non-Traditional Structural Fee Proposal**

I am pleased to provide our proposal to undertake a structural survey of thirteen high-rise blocks on behalf of Westminster City Council (WCC) in line with their obligations under the Building Safety Act. We understand WCC would like us to survey investigate, input into the risk analyses and to assist in completion of the building safety case for the high-rise blocks.

As discussed, this document covers the scope for the likely works required however, this will need to be discussed and confirmed by WCC following the initial inspection and reporting based on the building form. We are therefore only able to confirm fees for the initial work stages, budget estimates have been provided for subsequent stages 3 through 6.

Our proposal includes for Project Management services throughout the anticipated duration of the survey project and the subsequent post-survey remediation. Scopes of services are contained within the appendices to this letter.

**Summary and Brief**

Based on our recent call and site visit, WCC require Ridge to undertake a combination of visual and intrusive structural surveys to determine the current condition of the sub and super structure and to look for any latent defects that may influence the future lifespan of the building.

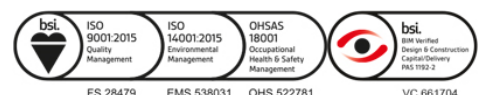
Based on our experience of completing similar investigations we would recommend this work is completed in a phased manner in line with both Concrete Society and BRE guidance as set out in each section. This approach will allow for a flexible plan of action that reacts and adapts at each stage in line with findings of the previous stage.

Ultimately the aim will be to identify structural issues and to form a prognosis of the predicted residual life of the structure along with giving any recommendations for remedial works for a prolonged lifespan.

We have assumed that no chemical analyses of the soil are available. To derive the in ground chemical attack class for the concrete degradation we therefore recommend that some Geo-Environmental sampling is to be carried out so this element of the building safety case can be addressed.

This scope does not include for a 3D scan of the building; we understand these are already available from our in-house Geospatial team.

*Ridge is the trading name of Ridge and Partners LLP, A Limited Liability Partnership registered in England No. OC309402  
Registered office: The Cowyards, Blenheim Park, Oxford Road, Woodstock, OX20 1QR.*



**Summary Fee Table**

Please find below our summary fee table for the project, this is based on the detailed scopes and breakdowns located within each section of the proposal letter. Our fees are based on CHIC direct award framework rates to enable a direct appointment, the below table allows for the 1% CHIC framework fee.

Naturally where there is any change required to the scope this will be communicated prior to progressing to the next stage.

TIME CHARGE COSTS	FEE EXCL VAT
Stage 1 & 2 Desktop Exercise, Planning & Detailed Visual Inspection, & External Façade Testing	£99,098.68
RAAC Surveys	£9,847.50
Interim Report and Recommendations	£32,693.70
Project management for stages 1-2	£28,078.00
<b>Stage 1 &amp; 2 Professional Fees</b>	<b>£169,717.88</b>
Material Testing (Budget)	£20,851.45
Expenses Stage 1 & 2(Budget)	£15,756.00
External Access via MEWP (Budget)	£59,085.00
External Access via Abseil (Budget)	£20,482.80
Abortive Costs Allowance	£21,762.98
<b>Total Stage 1&amp;2 Structural Budget</b>	<b>£307,656.10</b>
Following the interim report stages 3-6 will be agreed, however for budgeting purposes only these are estimated as:	
Stage 3: Investigative Works Sub and Super Structure (estimate)	£73,068.45
Stage 4 Calculations and lab testing (estimate only given fire inputs and variance)	£50,747.45
Stage 5: Production of structural report and incorporation of client comments (estimate).	£38,733.50
Stage 6: Creation of record information for building safety case, (estimate)	£22,977.50
Project Management (4 months)	£28,078.00
<b>Total Professional Fees Estimate Budget stages 3-6 for 13 blocks</b>	<b>£213,604.90</b>
<b>Material Testing Estimate Budget Stage 3 (cores and comprehensive)</b>	<b>£40,440.40</b>
<b>Expenses Allowance (assumes 6month duration)</b>	<b>£30,300.00</b>

Testing Expenses (Stage 2 Internal Slabs, Walls, Columns and Stairs)	FEE EXCL VAT
Cement composition – 4 tests per block	£5,720.00
Carbonation and chloride testing – 20 tests per block (columns, Walls, slabs and stairs)	£5,200.00
Cement Composition Tests to External Elements	£4,335.00
External Slabs Edges, Cladding and Walkways 18 Mutli Depth Tests Per Block	£4,730.00
HAC – 1 per block	£660.00
<b>Total Stage 2 testing budget</b>	<b>£20,645.00</b>
<b>Plus 1% CHIC Fee</b>	<b>£20,851.45</b>

Testing Expenses (Comprehensive) [In addition to the First-Level Costs per block only]	FEE+VAT
Carbonation and chloride testing – 90 additional locations per block	£1,820.00
<b>Total Second Level Testing Expenses for 13 no. Sections (Budget)</b>	<b>£23,660.00</b>

Concrete Cores – should cover to reinforcement by less than that specified in the code of practice for the building fire resistance then concrete cores will need to be taken to understand the concrete strength.

Concrete Cores Per Block	FEE+VAT
8 cores per element minimum Slabs, Walls/Columns	£1,295.00
<b>Total Second Level Testing Expenses for 13 no. Sections</b>	<b>£16,835.00</b>

We are happy to work with your own contractor, who can assist with directed opening up and associated making good etc. This proposal assumes that their costs will be borne directly by the client, although we will liaise with them day to day and guide their activities on site. We have assumed that all flats for inspection will be made available so that the surveys can run concurrently.

**Omissions from Scope**

3D geo-spatial measured building survey, contractor costs for temporary works, opening up works, reinstatement works, access requirements (including abseiling or MEWPs) have been omitted from the scope of works unless expressly allowed for. Any works required by LUL or Network rail including BAPA’s, access or safety requirements have not been allowed for.

In the event that additional duties, meetings, site visits or variations are required, other than those explicitly set out within this fee proposal, then these will be subject to a time charge, at the above-mentioned rates.

Should services outside of the above be needed then they will be subject to the below CHIC rates:

ROLE	HOURLY RATE	DAILY RATE
Partner	£139.00	£1,042.50
Associate	£100.00	£750.00
Senior Professional	£78.00	£585.00
Professional	£67.00	£502.50

**Construction (Design and Management) Regulations 2015**

As designers, we have a legal duty not to commence work unless satisfied that our client is aware of duties owned by the client under the Construction (Design and Management) regulations 2015.

Your attention is drawn to The Health and Safety Executive (HSE) publication “A Short Guide for Clients on the Construction (Design and Management) Regulations 2015” (2015). This can be viewed online at <http://www.hse.co.uk/pubns/indg411.pdf>.

Should you require any further clarification or assistance in respect of any health and safety issues, please let us know. Similarly, if you have any specific health and safety requirements or procedures you require us to follow, please let us know as soon as possible.

**Terms and Conditions of Business**

We confirm that this proposal and any subsequent appointment is based upon our standard terms and conditions of business (copy attached for ease of reference).

We can confirm we have resources to start the works from receipt of your instructions and the necessary PO. Assuming we receive this instruction within the next 2-weeks, we anticipate commencing the desk top surveys and completing those within 6 weeks. Thereafter we would seek to agree a programme with you for the visual inspections, at this stage we anticipate those taking around 14 weeks to complete.

As you know the team are highly experienced in this type of work and enjoy working with the WCC team and are excited by the project. We look forward to receiving your instructions and if you have any questions, or need any further information, please do not hesitate to contact me.

Yours sincerely



**James McCulloch** BEng (Hons) MSc CEng MICE

**Partner**  
**Structural Engineering**  
**For Ridge and Partners LLP**

Enclosures:

Structural Engineering and Project Management Scopes of services

Detailed Fee Breakdown for Structural Engineering

Geo Environmental Scope of Service

Assumptions and Exclusions

Ridge Terms and Conditions (Revision 25)

# Appendix A

## STRUCTURAL ENGINEERING SCOPE

## Scope

We understand that WCC wishes to instruct a structural engineer to investigate and inspect 13 high-rise blocks to assist with their building safety case of the structure. WCC wishes us to assess the super structure, and sub structure but should consider the following:

- Key building structural elements including walkways, balconies and cladding systems.
- The buildings stability system
- Materials
- The buildings foundations

The above should be focused on assisting WCC with their structural risk scenarios and scenario planning as listed below.

Scenarios:

- Structural collapse of a residential unit or common areas
- multiple-floor collapse
- whole-building collapse
- balconies or suspended walkways
- attached or supported components
- undermining or compromise of foundations
- aggressive conditions due to chemical or biological processes
- specific incidents such as gas explosion or impact damage

Consideration within the reporting needs to be put toward scenario planning in the event the following could happen:

- measures to manage risk of failures.
- assumptions about structural stability are incorrect.
- a building safety incident escalates.
- if a safety incident happens, what could the impact be on residents and the building.

Based on these recommendations can be made to help control the risks for WCC.

## Approach

Our approach to the works will be to try and keep onsite opening up works to a minimum, this will cause less disturbance and upheaval to the residents and help smooth the process as much as possible. Where possible we shall conduct works within the communal areas, plant areas and within any unoccupied flats. Where sampling of external structures is needed, we would envisage that a MEWP or abseil would be used.

## Stage 1 Desktop Exercise

In the first instance we will go through a desk top study exercise to review any record information (i.e. record drawings, reinforcement drawings, surveys and historical reports), online sources and carry out a structural risk assessment to highlight potential structural issues and plan works. This can often help influence and pinpoint the most likely areas of concern or previously identified faults which will help reduce time and focus the on-site works.

## Stage 2 – Visual Inspection

Once the desktop appraisal is finished a visual inspection will be carried out. At present we anticipate these inspections will need to cover the following areas:

- Any basement or underground areas assuming they are not confined spaces.
- Ground floor and or podium areas.
- Circulation areas and stairwells.
- A minimum of 4 flats (one on each side at differing levels, where access permits) &/or cover each structural type.
- Roof and plant areas.
- External envelope from ground (using binoculars or via drone).
- A sampling regime is proposed for the internal elements of the building to confirm the concrete composition throughout the structure height.
- MEWP access or abseiling will be required to inspect the condition and take samples throughout the building height, the sampling regime for this is more intensive given the exposed nature of the building elements.
- Outline risk assessment to inform the investigative works phase.

An interim report will be provided at this stage with recommendations made for the scope of further investigations required based on the findings of the first stage.

### Stage 3 - Investigative Works Sub and Super Structure

Investigative works will need to be carried out to form the building safety case, we have made allowances within the fee however these requirements and method will be confirmed after the stage 1 & 2 assessment.

To understand the collapse mechanisms of the building we will undertake a series of ferro scans to determine cover to reinforcement at critical junctions, a series of pockets may need to be opened up at critical junctions to understand how the building is tied along with reinforcement type which will inform the collapse mechanism under normal and abnormal loading conditions and subsequent calculations.

Concrete cores may be needed at this stage to inform the collapse calculations.

Where possible we shall conduct these works within the communal areas including, stairwells, corridors, cupboards and roof / plant areas, although it is likely that some opening up will be needed within some of the flats. We will work with WCC in advance under an agreed timetable to identify flats and particular locations that need investigation.

To assess the foundations, we have included for a Geo-Environmental proposal which will determine the ground conditions and aggressive environment nature which will inform the ability of the building to resist chemical attack from within the ground.

Prior to commencing on site works we will provide a written outline method statement of the proposed works and how we intend to find out the information. Risk assessments and reinstatement strategies are to be provided for review prior to the works commencing.

### Stage 4 - Calculations and Lab Results

Following the site investigation works the team will require lab test results from both the super structure and sub structure investigations for both the concrete composition and strength. Calculations for normal and abnormal loading will then be carried out for the collapse scenarios, calculations to determine the current rate of degradation of the concrete or chemical attack will also be done.



Input into the resistance of the structure to fire maybe needed to finalise the strategy if the cover is found to be reduced and not provide the correct resistance. Without prior knowledge it is difficult to determine if this is needed and to what extent therefore we would need to agree this within the stage 3-6 scope post stage 1 & 2 surveys.

## Stage 5 - Reporting

A draft report will be issued to WCC that summarises the site investigation works completed, give an overview of the condition of the building and provide recommendation of further investigations.

## Stage 6 – Building Safety Case Information Logging

As part of the building safety case, we would normally look to record our information within existing REVIT models, or as a minimum on 2D CAD information. The Regulator is likely to move toward requiring 3D information in the future and therefore we would recommend that the 3D environment is used.

## Omissions from Scope

Temporary works, access requirements (abseiling or MEWPs), contractors' costs (labour, tools, and access) have been omitted from the scope of works.

## Concrete Testing

As per the BRE recommendations for the laboratory testing of the concrete samples obtained, the regime can be broken down into three stages as follows, with stages 2 and 3 being phased.

### 1) Determine Cause of Current Areas of Concrete Deterioration

A small number (~5no.) of concrete members highlighted within the initial visual inspection to be suffering from visible deterioration (i.e. spalling and/or cracking), if applicable, shall be targeted for testing to provide an indication of the underlying causes of the degradation of the member.

### 2) First-Level Preliminary Fact-Finding Concrete Testing Programme

The concrete dust sampling shall be carried out on the following members, we have reduced testing numbers from 15 to 10 based on the previous sampling regime:

- 10 internal loadbearing walls / columns [2 no samples from each element tested]
- 10 internal floor soffits
- 10 internal staircase components
- 10 external sections of floor slabs [multi-depth]
- 10 balcony soffits [multi-depth]
- 10 cladding panels [multi-depth]

5 - 6 samples from each element component shall then be selected at random (although with good spread across the building) for laboratory testing to provide an overview of the condition of the concrete members, based on a reduced sample size.

If the results appear consistently favourable, then it may be decided at this stage that no further testing is required.

### 3) Comprehensive Assessment of Current and Future Durability of R.C Elements/Components

If the test results from the first level indicate that there are either current elevated risks of corrosion to the embedded reinforcement, or a likelihood of increased risk in the near future, then comprehensive testing of all samples collected shall be required.

**Work programme**

The following is an estimate of the time for a typical block involved based on similar projects. Recommendations for the intrusive works will be made at the interim reporting stage, however based on similar projects we have provided estimations of time and consequential budget.

Prior to commencing on site works we will provide a written outline method statement of the proposed works and how we intend to find out the information. Risk assessments and reinstatement strategies are to be provided for review and approval prior to the works commencing and as required for listed building consent.

ACTION	ESTIMATED TIME SCALE
Stage 1: Desktop exercise	1 person for 2 days assuming full information
Stage 2: Detailed visual survey including access to 4 flats	2 people for 2 days
Stage 2 Testing and scanning, internal and external	1 person 5 days
Interim reporting, recommendations and meeting	1 Person for 3 days
Stage 3: Investigative works sub and super structure	Varies between 5 and 10 days based on block size (assumes accompaniment by contractor).
Stage 4 Calculations and lab testing	3-10 days depending on complexity
Stage 5: Production of structural report and incorporation of client comments.	3-5 days depending on complexity
Stage 6: Creation of record information for building safety case, logging of information within existing REVIT models, attendance to one ½ day meeting	2-3 days (depending on complexity and input)

# **Appendix B**

## **PROJECT MANAGEMENT SCOPE**

## Project Management Scope

We envisage that the project will be managed in the following stages, which will be resourced from Ridge's Winchester office.

### Stage 1 & 2– Planning / Preparation

We propose an initial, one-month period, during which we will work with WCC to confirm the brief, budget, programme, stakeholders and working arrangements. Our proposed services are:

- Confirm the project scope.
- Manage the approval of a survey report format for use in the delivery of the programme.
- Prepare the master programme for the SE surveys across 13 blocks.
- Develop a programme management tracker, providing detailed status of progress, changes and risks.
- Work in close liaison with Ridge Structural Engineers to draft the project brief for each block type and gain approval from the Client.
- Manage the delivery of surveys including co-ordinating access requirements.
- Provide detailed project controls including a detailed risk register, action log and a project directory.
- Work in tandem with WCC to develop a Voids Management strategy in order facilitate access for the survey programme.
- Identify stakeholders and arrange initial meetings, using an Early Stakeholder Engagement strategy designed in conjunction with WCC to ensure that the project receives a positive buy-in from building users.
- Organise, chair, and minute a kick-start meeting with stakeholders.
- Confirm meeting schedules for the duration of the project.
- We have allowed for one in person visit to WCC during this month-long preparation phase, including for a site visit.

### Stage 3 through 6 – Delivery Phase

We have assumed for the purposes of this proposal that the works to carry out the surveys and to carry out reinstatements and refurbishments on the buildings described will take a total of up to seven months. We envisage another two months for the final stage, taking a total of nine months. Our proposed services are:

- Regularly update the master programme and programme tracker to reflect progress, access delays, sequence changes and extra resources.
- Collate reports from the professional team, prepare and issue a formal monthly progress report to WCC.
- Attend, chair, and minute monthly progress meetings via Teams.
- Attend short weekly update meetings with WCC and Structural Engineers via Teams.
- Hold stakeholder team liaisons approx. 3 times a week via phone or Teams.
- Update any required documentation and share via a dedicated Teams channel.
- Management of the Structural Engineering team to carry out the surveys.
- Liaise with WCC regarding the provision of appropriate specifications for both reinstatement and refurbishment options for both types of accommodation.

### Reinstatements

- It is anticipated that the surveys will be less intrusive than the LPS blocks and as such may only require localised reinstatement.
- We have assumed that the scope of works in each will be agreed by WCC, and a standard specification of the works provided to suit the investigation works carried out.
- We have assumed that WCC will procure these works and place orders with the contractors.

- As part of our role, Ridge will organise, plan, manage and track the works and progress in conjunction with the contractors and WCC team and Clerk of Works.
- The WCC Clerk of Works will inspect and sign-off the works and any snagging, and will report to the Ridge PM.

### Refurbishments

- Whilst we will minimise disruption some of the surveys may need to be very intrusive, and as such, will require the residents to be decanted for a period allowing full refurbishment of affected areas.
- We have assumed that the scope of works in each block will be agreed by WCC, and a standard specification of the works provided to suit the investigation works carried out.
- We have assumed that WCC will procure these works and place orders with the contractors.
- As part of our role, Ridge will organise, plan, manage and track the works and progress in conjunction with the contractors and WCC team and Clerk of Works.
- The WCC Clerk of Works will inspect and sign-off the works and any snagging, and will report to the Ridge PM.

### Final Works

We envisage to be completed toward the end of 2024. This stage would be completed through the following items:

- Final overall handover meeting with the clients and stakeholders of all surveys and access.
- Final signoffs for the completion of the refurbishment/ reinstatement works.

# Appendix C

## GEO-ENVIRONMENTAL ENGINEERING

## Geo-Environmental Engineering

The current guidance that has been published on gov.uk for the risk scenarios requires that chemical attack on the concrete is understood. Above ground techniques already mentioned in our proposal allow for the above ground condition, chemical attack also exists below ground. We have therefore included within our proposal for inclusion of geotechnical testing that will allow us to understand chemical attack within the ground and identify risks to the sub-structure and overall stability of the building.

The current scope we have allowed for includes for:

- Attendance by Ridge Engineer to site.
- Window sampling to 5m.
- Engineering logs.
- BRE Testing suite.
- Trial Pits adjacent to the foundations.
- Foundation log.
- Material sampling and testing.
- Reinstatement.
- Short interpretive report of the findings.

## Timescales

Mobilisation for intrusive works would take 3-4 weeks from receipt of instructions, topographical survey and utility survey. Three weeks has been allowed for site works. Laboratory testing can take 2-3 weeks and our reports would be issued within two weeks of the receipt of laboratory test results. Timescales would be reviewed following completion of site works and we would keep you informed on progress with the works at all times.

We have assumed that details of buried services would be supplied to us in advance of mobilisation for intrusive works. Should this information not be available costs can be provided for undertaking a Utility Clearance Survey.

Reinstatement would be with compacted arisings only.

## Additional Services

If additional works are undertaken outside the scope of the above costed Services (for example amended or extended services, negotiation of bespoke legal documentation, attendance at meetings or consultations not allowed for above, additional third party presentations etc.) we propose such will be subject to our hourly rates.

## Contract Terms

Our standard limitations will apply (copy attached). We will provide the above Services in accordance with the terms of this offer letter and our Standard Terms and Conditions (version 25 attached to this Offer Letter) (the "Terms"), which are hereby incorporated into this Offer Letter. The Terms are subject to the following amendments in respect of the Services: Clause 5.2 (disbursements and expenses): Fees are exclusive of VAT, but inclusive of all reasonable expenses and disbursements. No responsibility can be taken for damage to buried services, underground infrastructure or the consequences thereof. Costs will be incurred for the late cancellation of arranged siteworks, or cancellation once site works are in progress. Interim invoices will be submitted monthly following completion of site works with a final invoice submitted after issue of final report.

Costs assume clear access to all exploratory hole positions at all times and that the works are undertaken as part of one mobilisation. No responsibility can be taken for the long term performance of reinstated areas. External trial pits will be reinstated with compacted arisings only. Internal works assume an adequate electrical supply is provided.

Further costs will be incurred for attendance at meetings and if there are delays to the commencement of site works or during site works that are outside of our control. Costs assume that all parts of the investigations are commissioned and can be carried out consecutively as part of one mobilisation.



# Appendix D

## ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

## Assumptions, Clarifications & Exclusions

In preparation of our proposal, we have made the following assumptions and clarifications:

- Assumption that there are 13 blocks, with a requirement to visually survey no more than four units in each block or 10% based on structural types and locations.
- We have assumed that all flats for inspection within a single block will be made available so that the surveys can run concurrently.
- Organisational duties and works in relation to Network Rail, London Underground or National Highways are excluded.
- 3D geo-spatial measured building survey, will be made available.
- Contractor costs for temporary works, opening up works, reinstatement works, access requirements (including abseiling or MEWPs) have been omitted from the scope of works.
- We are happy to work with your own contractor or DLO, who can assist with directed opening up and associated making good etc. This proposal assumes that their costs will be borne directly by WCC, although we will liaise with them day to day and guide their activities on site.
- Any flats that require intrusive investigation are to be decanted from the properties prior to Structural Engineering surveys being carried out. The management of the decanting of the properties will be carried out by WCC.
- Future changes to legislation, are excluded from our proposal and we would be happy to advise on a budget and extended timeframe for these services should they be required.
- WCC, as RLO, will communicate with the residents and works to be arranged around this communication and decanting.
- Our proposal excludes scoping, procurement and managing of the investigation contractor, however our Structural Engineers will assist WCC with a supervisory role onsite.
- Our proposal excludes scoping, procuring and cost validating of the reinstatement works which will be carried out by WCC on a flat-by-flat basis. Should you wish Ridge to carry out these works, we can provide fee proposals for both Building Surveying and Cost Management roles.
- It is assumed that the contractors (post survey remedial) works will be procured by WCC via a call-off arrangement with agreed contractors, on agreed rates. Ridge will arrange their access and coordinate with the timings of the survey works.
- Unless agreed otherwise our appointment will be in accordance with Ridge's terms and conditions version 25, as appended. We will consider the appointment via the Fusion 21 framework.
- Fees quoted are exclusive of VAT.
- Fees will be invoiced monthly, and due for payment in accordance with Ridge's terms.
- Our Project management fee proposal includes one visit to site per month. Any other additional costs would be chargeable.
- We will not carry out quality inspection services (these will be carried out by the WCC Clerk of Works) but will liaise, manage and report on those carried out by others.
- Our fees are based on the programme durations assumed and outlined within this proposal. Any prolongation beyond this date will be subject to additional fees at the appropriate activity rate.
- We have assumed that the design, procurement, contractual agreements, and construction activities will be continuous (or that there will not be a duplication in duties or activity if carried out in any other way).
- Unless explicitly stated within our proposal, meetings will be convened virtually.
- Long term or protracted claims are excluded from the fee.
- Should a formal claim be raised against the Client and specialist arbitration, or legal support is required, then any work beyond a proper handover to the said specialist is considered additional works outside the scope of this proposal.

- None of the foregoing services include fees for specialist consultancy services or additional time spent in connection with and including inter alia:
  - Inordinate amount of time spent in negotiations and agreement if required or necessary of any loss and expense and/or extensions of time claims to which the works package suppliers may be entitled.
  - Litigation/ arbitration/ mediation/ dispute resolution/ adjudication.
  - Taxation matters.
  - Damage to buildings due to an event covered by Joint Names All Risks Insurance.
  - Preparing a re-building cost valuation for insurance purposes.
  - Provide advice on latent defects including negotiating rectification.
- It is understood that the scope of the role is limited to the structural aspects only, and that any additional surveys or works would be subject to additional fees, depending on the impact on the scope of works, programme or time input by the Structural Engineering and Project Management teams.
- All design work, including certification and fire protection measures and sign-off, is by others.
- This proposal is capable of being accepted up to one month from the date of issue.
- Locations of utility services are provided; we can provide a survey at a cost of £750/day.
- Reinstatement of hard standing areas is through compacted arisings, should asphalt or similar need to be used this will attract additional fee.
- We cannot be held responsible for the long term durability of reinstated areas.
- If the work is cancelled at short notice, there may be cancellation charges applied.
- If works are cancelled in the duration of the works additional charges will apply.

### Additional Duties

In the event that any further additional duties, meetings, site visits or variations are required, other than those explicitly set out within this fee proposal, these will be subject to the CHIC time charge rates which currently are as follows plus VAT and disbursements:

# Appendix F

## RIDGE TERMS & CONDITIONS V25

# TERMS AND CONDITIONS OF BUSINESS (VERSION 25)

RIDGE

**In these Terms (unless the context otherwise requires):-**

**"Contract"** means the contract between Ridge and the Client for the provision of the services on the terms set out in the Offer Letter and incorporating these Terms.

**"Client"** means the person, firm or company to whom Ridge is to provide the services and to whom the Offer Letter is addressed.

**"Fees"** mean the sums payable by the Client to Ridge in respect of the Services, as set out in the Offer Letter.

**"Offer Letter"** means Ridge's letter addressed to the Client setting out the terms on which Ridge agrees to provide the Service, and which refers to and incorporates these Terms.

**"Project"** means the project to which the Services relate, as set out in the Offer Letter.

**"Ridge"** means Ridge and Partners LLP, whose office locations are set out on the website [www.ridge.co.uk](http://www.ridge.co.uk).

**"Services"** means those services to be provided by Ridge, the scope, nature and requirements of which are set out in the Offer Letter and as may be subsequently varied in accordance with these Terms.

**"Tender Services"** means any services to be provided by Ridge in relation to submission of the Client's tender, as set out in the Offer Letter.

**"Terms"** means these terms and conditions, as may be amended in the Offer Letter.

**"Third Party"** means any party other than Ridge or the Client (and Third Parties shall be construed accordingly).

Words in the singular include the plural, and vice versa. Words in the masculine include feminine and neuter.

The words "include" and "including" shall be construed as followed by the words "without limitation" unless the context otherwise requires.

Any reference in these Terms to any statute or statutory instrument shall include and refer to any statutory amendment or re-enactment therefore from time to time and for the time being in force.

## 1. GENERAL

1.1. These Terms shall be read in conjunction with the Offer Letter and in the case of any conflict between these Terms and the Offer Letter, the provisions of the Offer Letter shall take precedence. Notwithstanding the above, clause 10 (Asbestos) herein shall always take

precedence over any provisions of the Offer Letter.

1.2. No variation to the Contract shall be binding unless agreed in writing between Ridge and the Client. Only a Ridge Equity Partner may enter into or vary a Contract on behalf of Ridge.

1.3. The Contract constitutes the entire agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to or connected with the Contract and/or the Services (whether oral or in writing) and any terms and conditions submitted by the Client (whether before or after the date of the Offer Letter) or contained in any letter, purchase order or any other document.

1.4. The Client acknowledges that there are no representations outside these terms which have induced the Client to engage Ridge to provide the Services and that the only remedies available to the Client arising out of or in connection with any such representation shall be for breach of this Contract.

1.5. The Contract sets out the full extent of Ridge's obligations and liabilities arising out of or in connection with the Services and there are no conditions, warranties, representations or terms, express or implied, that are binding on Ridge, except as specifically stated in this Contract. Any condition, warranty, representation or term which might otherwise be implied into or incorporated in this Contract whether by statute, common law or otherwise, is hereby expressly excluded.

1.6. Nothing in this Clause shall limit or exclude any liability for fraud.

1.7. In carrying out its obligations under the Contract, Ridge shall be acting as an independent professional and not as the agent of the Client. Nothing under the Contract or in the performance of the Services shall be construed as creating a relationship of principal and agent. Neither party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as may be expressly permitted by the terms of the Contract.

## 2. SERVICES

2.1. Ridge shall provide the Services using reasonable skill and care. Nothing in this Contract or otherwise shall impose any obligation (whether

express or implied) on Ridge that the Services shall be fit for any particular purpose.

2.2. Any documents, text or drawings prepared by Ridge as part of the Services that could be affected by the Property Misdescriptions Act 1991 or the Property Misdescription (Specified Matters) Order 1992, must not be included by the Client in any statements about land (which includes buildings) offered for sale without the information being approved in writing by the Ridge Equity Partner responsible for the Project.

2.3. Unless otherwise stated in the Offer Letter, and subject to clause 2.4, any dates provided by Ridge in the Offer Letter for completion of the Services are estimates only and the time for completion shall not be of the essence of the Contract.

2.4. If a time for completion is stated in the Offer Letter and if Ridge is prevented from or hindered in providing the Services or any part thereof by reason of war, riot, explosion, fire, flood, strike, lockout, pandemic, epidemic, shortage of materials or labour or any other cause beyond Ridge's control:

2.4.1. the time for completion shall be extended by a period equal to that during which the cause preventing or hindering the provision of the Services exists or Ridge shall agree an alternative course of action with the Client; and

2.4.2. Ridge shall be entitled to payment of all reasonable costs incurred by Ridge arising from or in connection with such hindrance or prevention.

### 3. TENDER SERVICES

3.1. The following provisions apply only when the Offer Letter states that Ridge is providing Tender Services to the Client under the Contract:

3.1.1. The scope of the Tender Services is set out in the Offer Letter. Ridge's fee in respect of the Tender Services allows for a reasonable number of amendments to tender documents during the tender period. Should Ridge be required to carry out unanticipated or very late amendments, Ridge shall be entitled to payment of additional fees in respect of any additional services to be provided, as shall be fair and reasonable unless otherwise agreed.

3.1.2. Ridge will perform the Tender Services in accordance with the duty of care in clause 2.1. The Client acknowledges that tender preparation is, by its very nature, carried out under circumstances of limited time and available information and the Tender Services may therefore include occasional errors or omissions of information (including assumptions, allowances, measurements or calculations) ("Tender Information") that may prove inaccurate by reference to later available information. Ridge does not guarantee the accuracy of any such Tender Information and notwithstanding any other provision of the Contract shall have no liability whatsoever arising out of any such errors, omissions or inaccuracies.

3.1.3. The final commercial decision on the value of any tender (including any adjustments to figures or values Ridge may propose) rests with the Client. Notwithstanding any other provision of the Contract, Ridge shall have no liability whatsoever arising out of or in connection with the value of the tender.

3.1.4. Unless otherwise stated and specified in the Offer Letter and notwithstanding any other provision of the Contract, Ridge shall have no liability whatsoever arising out of or in connection with any design or element of design in respect of the Tender Services.

3.1.5. Ridge shall treat as confidential in accordance with the provisions of clause 12 any information provided to Ridge by the Client in relation to its proposed tender (including rates, constants and similar).

3.1.6. Unless set out in the Offer Letter, Ridge will act only for the Client in relation to the Project. To prevent conflicts of interest Ridge are unable to prepare tenders on any project where it has an existing involvement of any nature.

### 4. CLIENT OBLIGATIONS

4.1. The Client shall:

4.1.1. provide in a timely manner any decisions, approvals or other confirmations or instructions as Ridge may reasonably require and/or are

necessary for the performance of the Services;

4.1.2. provide in a timely manner any facilities, assistance, documents, information and materials as Ridge may reasonably require and/or are necessary for the performance of the Services (on which Ridge shall be entitled to rely), and shall ensure that all such assistance, documents, information and materials are accurate in all material respects;

4.1.3. obtain and maintain any necessary licences, permits, permissions, consents and other approvals as may be required for the performance of the Services; and

4.1.4. comply with all relevant statutes and statutory provisions or regulations, including the Construction (Design and Management) Regulations 2015.

## 5. PAYMENT TERMS

5.1. In consideration of the provision of the Services by Ridge, the Client shall pay Ridge the Fees in accordance with the terms of the Contract.

5.2. The Fees are exclusive of VAT and any other applicable duties, taxes or fees, which shall be payable by the Client. Unless otherwise stated in the Offer Letter, the Fees exclude all disbursements and expenses and the Client will pay all reasonable disbursements and expenses incurred in carrying out the Services.

5.3. Ridge will submit invoices to the Client in accordance with the timescales set out in the Offer Letter or, where not set out, at monthly intervals.

5.4. Ridge's invoice is the notice of payment specifying the sum that it considers to be due at the Payment Due Date (as defined in clause 5.6) (the "Notified Sum"). Each invoice states the basis on which the amount is calculated and includes details of the calculation.

5.5. Unless the Fees are stated in the Offer Letter as being payable in fixed instalments, Ridge shall be entitled, in respect of any interim, stage or final payment, to the value of all work undertaken in respect of the Services to which the invoice relates.

5.6. The date on which payment becomes due in respect of the Notified Sum is on receipt of an invoice (the "Payment Due Date").

5.7. Unless otherwise stated in the Offer Letter, the final date for payment shall be 17 days from the Payment Due Date (the "Final Date for Payment").

5.8. The Client shall pay to Ridge the Notified Sum on or before the Final Date for Payment of each invoice.

5.9. The Client may give Ridge notice, no later than on the seventh day before the Final Date for Payment that it intends to pay less than the Notified Sum. Any such notice shall specify the sum that the Client considers to be due and the basis on which that sum is calculated.

5.10. The Client will be responsible for payment of all invoices. Where the Client is entitled to recover fees from any third parties, the invoices will be settled by the Client whether or not recovery is possible.

5.11. The Client shall have no right to set off any amounts claimed, owed or due from Ridge under this Contract or otherwise from any payment claimed, owed or due to Ridge under this Contract.

5.12. Ridge reserves the right to charge the Client interest (both before and after any judgment) on any unpaid invoices (other than sums which are unpaid in accordance with the provisions of these Terms) or wrongfully withheld amounts at the rate of 8% per annum over the base rate for the time being of Barclays Bank Plc until such payment is made. For the purposes of this clause an invoice shall be deemed to be unpaid from the Final Date for Payment.

## 6. TIME CHARGE

6.1. Where the Fees for the Services, or part of the Services, are payable on a time-charge basis the current hourly charge rates for Partners and other members of staff likely to be involved in the provision of the Services will be set out in the Offer Letter, or provided in writing by Ridge to the Client thereafter. The hourly charge rates will be doubled for any Antisocial Work that is required. "Antisocial Work" is defined as work required during any period in which it has previously been agreed in writing by the Client (or their representative) and Ridge that the Partner,

employee or consultant is unable to work during that period. Ridge will notify the Client in advance in writing should this situation arise.

6.2. Unless stated otherwise in the Offer Letter, any figure provided by Ridge in respect of the Fees is an estimate only and not a fixed price and the total Fees may be higher or lower than the estimate given.

6.3. Where a limit is stated in the Offer Letter in respect of the Fees, disbursement or expenses which can be incurred by Ridge in relation to the Services such limit will only be an estimated limit. Ridge will use reasonable endeavours to inform the Client as soon as it appears that any such limit may be exceeded and will use reasonable endeavours not to exceed the limit without first obtaining the Client's consent.

6.4. The Fees shall be adjusted if the performance of the Services is materially delayed, prolonged or disrupted due to any change in scope, size, complexity or duration of the Project which is beyond Ridge's control. The addition to the Fees shall be such amount as is agreed between the parties or, failing such agreement, a fair and reasonable amount based upon the prevailing hourly charge rates and the net additional time spent by Ridge and shall be payable in accordance with the provisions of clause 5.

## 7. VARIATIONS

7.1. Should Ridge be required to carry out any work not included within the Services or Fees set out in the Offer Letter ("Additional Services"), Ridge shall be entitled to payment of additional fees in respect of the Additional Services. Unless otherwise agreed with the Client, additional fees for the Additional Services shall be calculated on the basis of its prevailing hourly charge rates and shall be payable in accordance with the provisions of clause 5.

## 8. CLIENT ACCOUNTS

8.1. Where agreed with the Client Ridge shall retain any Client monies received from the Client in a Client account in accordance with the RICS Members' Accounts Rules.

## 9. LIMITATION OF LIABILITY

9.1. Without prejudice to any shorter limitation period prescribed by law, no action or proceedings arising out of or in connection with the Contract, whether in contract, tort, negligence, breach of

statutory duty, following termination or otherwise, shall be commenced against Ridge after 6 years from the earlier of the date of the Offer Letter or the date on which Ridge commenced provision of the Services.

9.2. Subject to the provisions of clause 9.3 below, Ridge's liability to the Client arising out of or in connection with the Services and/or this Contract, whether arising under contract, tort, negligence, breach of statutory duty, following termination or otherwise shall be limited to the lower of the sum of £1,000,000 (one million pounds) or three (3) times the Fees payable to Ridge under the Contract, or such other sum as may be set out in the Offer Letter, for each claim or series of claims.

9.3. Notwithstanding the limitation of liability in clause 9.2 above, Ridge's liability arising out of or in connection with the circumstances specified below (the "Specified Circumstances") shall be limited to the lower of the amounts stated or three (3) times the Fees payable to Ridge under the Contract. Ridge shall have no liability whatsoever in relation to the Specified Circumstances in the event that no recovery is possible under the insurance policies maintained by Ridge.

9.4. The Specified Circumstances (and corresponding limits of liability) are as follows:

9.4.1. liability arising out of or in connection with any losses arising in relation to electronic information or communication (£250,000 per annum in the aggregate);

9.4.2. liability arising out of or in connection (whether directly or indirectly) with pollution and/or contamination (£1,000,000 per annum in the aggregate);

9.4.3. liability arising out of or in connection with any work undertaken in connection with asbestos (£1,000,000 per annum in the aggregate); and

9.4.4. any claim, loss or liability directly or indirectly arising from or in any way connected to the fire safety of a building (£1,000,000 per annum in the aggregate and limited to the costs and expenses of repair and replacement which are the direct result of the negligence of the Consultant); and



- 9.4.5. liability arising out of or in connection with the unintentional destruction, damage, loss or mislaying of documents (reasonable copying cost of such documents).
- 9.5. Notwithstanding any other provision of the Contract, Ridge shall have no liability whatsoever arising out of or in connection with:
- 9.5.1. any errors or omissions in any element of the Services to the extent that the Services (including the preparation of any as-built drawings or other as-built documents) are based on information or advice provided by the Client or Third Parties; or
- 9.5.2. any services of Third Parties, unless otherwise set out in the Offer Letter or subsequently agreed in writing by an Equity Partner of Ridge; or
- 9.5.3. any services to the Client other than the Services for which Ridge is expressly appointed in writing by agreement with the Client, notwithstanding any review, enquiry, investigation, inspection or discussion (including opinion, advice, recommendation and approval) by Ridge relating to any matter outside the scope of the Services, and notwithstanding any qualification, competence and experience said to subsist in Ridge, whereby no knowledge of Ridge shall be implied, no obligation to notify or advise supposed, and no duty of care owed beyond that which relates directly to the provision of the Services.
- 9.6. Where any remote, desk-top or documents-only assessment, review or report is undertaken by Ridge in the provision of the Services, it is understood that Ridge shall have no knowledge of any matter or characteristic whatsoever which could only be discernible by site or physical visit.
- 9.7. Notwithstanding any other provision of the Contract, Ridge shall not be liable for any loss of income, loss of actual or anticipated profits, loss of rent, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, for any wasted expenditure, alternative accommodation or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- 9.8. Ridge's liability to the Client under the Contract shall be limited to the proportion of the Client's loss and damage that it would be just and equitable to require Ridge to pay, having regard to the extent of Ridge's responsibility for that loss and damage and the responsibility of any other parties appointed by the Client in relation to the Project.
- 9.9. The Client shall not bring any claim against any of Ridge's Partners, employees or consultants personally, who shall have no personal liability to either the Client or any third party. Each such Partner, employee and consultant shall have the benefit of this provision under the Contracts (Rights of Third Parties) Act 1999.
- 9.10. Nothing in the Contract shall limit Ridge's liability in respect of fraud, personal injury, death or any matter in respect of which such liability cannot be limited by law.
- 9.11. Notwithstanding any other provision of the Contract, Ridge's liabilities in the performance of the Services shall be limited to the exercise of reasonable skill and care as required by clause 2.1 and Ridge shall not be in breach of any terms or conditions of the Contract if it has exercised such reasonable skill and care.
- ## 10. ASBESTOS
- 10.1. Any services to be performed by Ridge in connection with asbestos (as may be set out in the Offer Letter) shall be limited to:
- 10.1.1. The provision of advice on the requirement for new or supplementary asbestos surveys.
- 10.1.2. The provision of advice on the suitability of proposed asbestos surveyors and laboratories.
- 10.1.3. Assistance with the procurement of asbestos surveys (instruction of the specialist and fees to be direct with the Client)
- 10.1.4. Review and interpretation of asbestos surveys
- 10.1.5. Advising on asbestos removal matters including the suitability and procurement of contractors, assessment of asbestos license, review

of plan of works and commenting on removal methodologies

- 10.1.6. The provision of administrative services such as the chairing of meetings with asbestos contractors or surveyors
- 10.1.7. Advising on the suitability and procurement of an asbestos analyst, when the analyst's attendance is required
- 10.1.8. Review of handover documentation following asbestos removal, including four stage clearance certificates and waste notes.

10.2. Ridge's liability shall in no circumstances be extended to the direct management of asbestos remediation works or surveys, or the sampling of asbestos or suspected asbestos containing materials.

## 11. SUSPENSION AND TERMINATION

11.1. If the Client fails to pay any sum payable in accordance with clause 5 by the Final Date for Payment, Ridge may give a written notice of its intention to suspend the performance of its obligations under the Contract. If the Client's failure to make payment continues for 7 days after the giving of such notice, Ridge shall be entitled to suspend performance of any or all of its obligations until payment is made in full, including the withholding of any outstanding reports or similar.

11.2. Where Ridge exercises its right of suspension under clause 11.1, Ridge shall be entitled to payment of the resulting costs and expenses it has reasonably incurred, including any costs of resumption of performance.

11.3. Subject to clause 11.4 below, either party may terminate the Contract by giving to the other at least one month's notice.

11.4. The Client may only exercise its right of termination under clause 11.3 if all outstanding invoices have been paid in accordance with clause 5.

11.5. Notwithstanding any other provision of the Contract, Ridge may terminate the Contract immediately by notice if at any time the Client:

- 11.5.1. fails to make payment by the Final Date for Payment of any sums payable under

Clause 5 and has not served a valid notice in accordance with clause 5.9;

11.5.2. is in breach of its obligations under the Contract and fails to rectify such breach within 14 days' of Ridge's notice specifying and requiring the Client to remedy the breach;

11.5.3. is insolvent (within the meaning of section 113 of the Housing Grants, Construction and Regeneration Act 1996); or

11.5.4. commits any act in breach of the provisions of the Bribery Act 2010.

11.6. In the event of termination pursuant to clause 11.5, or termination by the Client pursuant to clause 11.4, Ridge shall be entitled to payment of:

11.6.1. all sums due under clause 5;

11.6.2. the value of all work performed prior to and including the date of termination; and

11.6.3. its reasonable costs and expenses incurred in connection with such termination, including any loss of profit or overhead suffered as a result.

11.7. Within 14 days of any termination entitling Ridge to payment under clause 11.6, Ridge shall issue to the Client a statement of the sums payable to Ridge. This statement shall be treated as an invoice issued under clause 5 and payment shall be due in accordance with the provisions of that clause.

11.8. Neither Party is to be liable to the other for any failure or delay in performing its obligations under the Contract due to any cause beyond its reasonable control ("Force Majeure") including governmental actions, war, riots, civil commotion, fire, flood, pandemic, epidemic, labour disputes (other than labour disputes involving employees of that party or its subcontractor's employees), currency restrictions and Act of God. If either party is prevented from or impeded in performing any of its obligations under the Contract for reasons of Force Majeure it may suspend the performance under the Contract by giving not less than 7 days' notice in writing to the other party. The performance is to be suspended only for the period of delay caused by Force Majeure. Either Party may terminate the Contract by giving

immediate notice to the other party if Force Majeure continues for a period of 6 (six) months or more.

## 12. CONFIDENTIALITY

- 12.1. Each party shall keep in strict confidence all information disclosed to it by the other party in connection with the Project and/or Services (whether in writing, orally, or by any other means) before or after the date of the Contract and which by its nature is confidential, is clearly intended to be confidential, or which is known or reasonably should be known by the recipient to be confidential (the "Confidential Information")
- 12.2. Neither party shall use any Confidential Information for any purpose other than to perform its obligations under the Contract.
- 12.3. Each party may disclose Confidential Information to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the recipient's obligations under the Contract.
- 12.4. The obligations of confidentiality contained in this clause 12 will not apply to Confidential Information which:
  - 12.4.1. is in the public domain prior to receipt;
  - 12.4.2. enters the public domain after receipt other than as a result of a breach by the recipient of any obligation to the disclosing party;
  - 12.4.3. by documentation was known to the recipient prior to disclosure by the disclosing party by reason other than having been previously disclosed in confidence to the recipient;
  - 12.4.4. was disclosed to the recipient on a non-confidential basis by a Third Party who did not owe any obligation of confidence to the disclosing party with respect to the disclosed Confidential Information;
  - 12.4.5. was independently developed by either party without reference to the other party's Confidential Information; or
  - 12.4.6. is required to be disclosed by a court of law or other competent tribunal, or any government body or other regulatory authority.

## 13. INTELLECTUAL PROPERTY

- 13.1. Unless otherwise set out in the Offer Letter, all intellectual property rights, including without prejudice to the generality of the foregoing, copyrights, patents, know how and any other intellectual property rights howsoever arising in all documents and drawings shall remain the property of Ridge.
- 13.2. Ridge hereby grants a non-exclusive, royalty free licence to the Client to use or reproduce any drawings, documents or data produced by Ridge in connection with the Services for all reasonable purposes in connection with the Project and/or Services.
- 13.3. The Client shall not use any such drawings, documents or data other than for the purposes set out in clause 13.2 and Ridge shall have no liability arising from or in connection with those circumstances where such drawings, documents or data are used for purposes not so specified in clause 13.2.
- 13.4. The licence granted pursuant to clause 13.2:
  - 13.4.1. may not be assigned by the Client;
  - 13.4.2. shall not include the right to grant sub-licences; and
  - 13.4.3. may be revoked by Ridge at any time for non-payment of any sums due under clause 5.
- 13.5. Ridge shall provide copies of any drawings, documents or data required by the Client pursuant to clause 13.2 and shall be entitled to its reasonable copying and administrative costs of providing such copies.

## 14. STORAGE OF PAPERS AND DOCUMENTS

- 14.1. Ridge shall archive and subsequently destroy any records created or received in relation to the Services or Project in accordance with its standard office archiving policy, a copy of which is available on request.
- 14.2. Ridge will maintain its records in relation to the Services for a period of six years from completion of the Services. If the Client wishes to have custody of any documents or information to which it may be entitled under this Contract it shall inform Ridge sufficiently prior to this date and Ridge shall be entitled to its reasonable costs

and expenses of satisfying the Client's request (including handling, courier and storage charges).

## 15. RIDGE STAFF

15.1. During the period in which Ridge is providing the Services, and for a period of 24 months following completion of the Services, the Client shall not approach any person or organisation employed or otherwise engaged by Ridge in connection with the Services with a view to employing or engaging them directly, save that this clause shall not apply in respect of any position or opportunity publicly advertised and to which a party has responded otherwise than in connection with the Project or Services.

## 16. RIGHTS OF THIRD PARTIES

16.1. Subject to clause 9.9, no party other than Ridge and the Client shall be entitled to enforce the terms of the Contract (whether set out in the Offer Letter and/or these Terms) and nothing in the Offer Letter, these Terms and/or any letter, report, advice or other document issued by Ridge in connection with the Services shall confer on any Third Party any benefit or any right to enforce any such term. Subject to clause 9.9, the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

## 17. ASSIGNMENT

17.1. The Client shall be entitled on a maximum of two occasions to assign, charge or transfer the benefit of this Contract or any of its rights arising hereunder.

## 18. WAIVER

18.1. No failure by Ridge to exercise, or any delay in exercising, any right or remedy provided under the Contract or by law shall constitute a waiver by Ridge of that (or any other) right or remedy and shall not preclude or restrict Ridge from any further exercise of that (or any other) right or remedy. No single or partial exercise by Ridge of any right or remedy provided under the Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

## 19. SEVERANCE

19.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to

form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

## 20. GOVERNING LAW AND JURISDICTION

20.1. Notwithstanding the remaining provisions of clause 20, either party may refer a dispute to adjudication at any time. Such adjudication shall be carried out in accordance with The Scheme for Construction Contracts (England and Wales) Regulations 1998.

20.2. The Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed and construed in accordance with English law.

20.3. Subject to clause 20.1, and unless otherwise set out in the Offer Letter, the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

## 21. COMPLAINTS

21.1. Ridge aim to ensure that you have no cause to complain about their Services. However, in the event that you wish to make a complaint, Ridge's complaints procedure shall apply, a copy of which is available on request from any of our offices. If the complaint is not finally resolved between us, then subject to the agreement of both parties to this Contract, the complaint may be referred to the Surveyors Arbitration or the redress mechanisms operated by CIBSE or RIBA as may be appropriate to the Services provided.