



Your ref:

Our ref: 30404/CBH/CNE/AD

02 April 2014

Old Stocks Court Management Ltd

**Peter Brett Associates LLP**  
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**Attn: Committee Members**

Dear Committee Members

**RE: Communal Land, Old Stocks Court, Upper Basildon – Proposal**

Thank you for your recent, as you are aware we have been commissioned by the residents No 5 Old Stock Court to determine the cause of the collapse that has occurred in their driveway. We are in the process of arranging for a ground investigation to be undertaken to determine the underlying strength of the ground and investigate the potential of a deeper void being present.

In addition we have been asked by the residents of No 3 to assess the ground conditions along their boundary and determine if there is any further risk to their property. This will consist of a line of investigation holes along their boundary adjacent to the collapse.

We would undertake a similar exercise along your boundary with the collapse. Please note that at present we are looking to undertake 3 days investigation works with the costs being split equally between all three parties. This is a preliminary ground investigation and further work may be required dependent on the findings.

Your proportions of the costs are detailed in the table below and the affected residents have been notified of their costs separately.

Item	Description	PBA Estimated Fee (£)	Estimated Third Party Costs (£)
1	Arrange, specify and manage ground investigation	£500.00	-
2	On site monitoring of ground investigation (assumes 1no visit at £500 per visit)	£500.00	-
3	Dynamic Probing (1 visit at £600 per visit)	-	£600.00
4	Analysis and reporting of findings	£950.00	-
	<b>TOTALS (EXCL VAT)</b>	<b>£1,950.00</b>	<b>£600.00</b>

JA30404 - Old Stocks Court, U Basildon01 Project admin\Fees etc\L-proposal Old Stocks Court Management.docx

Registered Office: Caversham Bridge House, Waterman Place, Reading, Berkshire, RG1 8DN, UK. T: +44 (0)118 950 0761 F: +44 (0)118 959 7498  
Peter Brett Associates LLP is a limited liability partnership and is registered in England and Wales with registered number OC334398.  
A list of members' names is open to inspection at our registered office. Brett Consulting Limited is wholly owned by Peter Brett Associates LLP.  
Registered number: 07785026

Roger Tym & Partners is part of Peter Brett Associates LLP.

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Please note it has been assumed that all the third party costs will be paid directly by the Client, otherwise any third party costs which are recharged through PBA will be subject to a 15% handling fee. Also all third party costs are remeasurable which PBA will review prior to recommending for payment by the Client.

All work undertaken by PBA will be in accordance with our Standard Conditions of Engagement (as attached) on a time and materials basis and in accordance with ACE Agreement 2 Advisory, Investigatory and other Services (2009 Second Edition) where the above defines the scope of works. Any additional works, meetings etc. not defined above will be charged on a time and material basis in accordance with the attached rates.

In order to commission us to undertake the above works, please can you supply the following information so that we can set up an account in your name:

- Contact name and telephone number
- Full postal address for OSCM Ltd
- Company registration number

We trust that we have addressed all of your requirements and look forward to working with you. Please let us know if you have any questions or require any clarifications on the above.

In order to proceed with the work please can you sign and return the enclosed Proposal Acceptance Form and Authorisation to Proceed. Please note that we cannot confirm the ground investigation until all the paperwork is in place.

Yours sincerely

**Dr Clive Edmonds**  
**Partner**  
For and on behalf of  
**PETER BRETT ASSOCIATES LLP**

Enc: Proposal Acceptance Form and Authorisation to Proceed  
PBA Standard Conditions of Engagement (April 2013)

This appointment will be in accordance with the terms of the appropriate Agreement of the Association for Consulting and Engineering ("ACE Agreement"), referred to in the accompanying Fee Letter expanded or varied by the Fee Letter and this document (the Appointment). The order of precedence for interpretation shall be the Fee Letter, these Standard Conditions of Engagement and the appropriate ACE Agreement. Unless specified in this document words and phrases shall have the meaning ascribed to them in the ACE Agreement. The appointment is not as Lead Consultant unless it is expressly referred to in the Fee Letter that the Consultant is appointed as Lead Consultant.

Full copies of the appropriate ACE Agreement are available on request.

1. The Consultant's Services shall mean the normal services set out in the accompanying Fee Letter. Additional Services shall mean any other services requested by the Client which the Consultant has agreed to perform.
2. Fees for the Consultant's Services will be charged as provided in the Fee Letter. Fee proposals are subject to review in the event of delay, suspension or material extension of the time frame envisaged for provision of the Services agreed under the Appointment. Fees for Additional Services will be charged on a time and expenses basis at the current standard rates.
3. Where the Appointment, or part of it, is on a time and expenses basis, invoices will be calculated according to the time charge costs together with the disbursements for travel, subsistence, accommodation, printing and other reasonable expenses. Time charge and disbursement rates are set out below and are subject to review on an annual basis.
4. Invoices will be submitted monthly. VAT will be applied at the standard rate to all invoices. Payment is due on receipt of invoice and all accounts must be settled in full within 28 days. If any invoice is not settled in 28 days, all other invoices submitted to the Client from any appointment will immediately become payable regardless of any agreed payment period. Interest shall be calculated in accordance with the Late Payments of Commercial Debts (interest) Act 1998 and at the relevant reference rate plus the statutory rate of interest. All queries relating to invoices must be raised within 5 days of receipt and, if not, will be deemed to be agreed by the Client.
5. Warranties for the benefit of third parties are not to be provided unless agreed before the Commencement Date when they shall be in Form CIC/ConsWa 2003 or later edition.

#### **Exclusions and Limitations**

6. The Consultant does not limit its liability arising from its fraud or liability for death or personal injury caused by its negligence or in any way excludes or restricts liability other than is permitted by law.
7. The liability of the Consultant for any claim or claims arising out of or in connection with pollution and contamination, including asbestos, is excluded. The Consultant has no responsibility to advise on the presence of asbestos or any direct or indirect effects of asbestos.
8. Professional Indemnity Insurance is to be maintained by the Consultant from the Commencement Date until 6 years after the Completion Date at the level of £1 million unless otherwise agreed in the Fee Letter or unless cover is not available at commercially acceptable rates. Terrorism and Toxic Mould risks are currently excluded from professional indemnity insurance cover and cover for asbestos risks is severely restricted.
9. The period of the Consultant's liability is from the start of the Appointment or the commencement of the Services, whichever is the later, (Commencement Date) to 6 years after the date of completion of the Consultant's Services or sooner termination or expiry of the Appointment (Completion Date).
10. The extent of the Consultant's liability under the Appointment whether in contract or in tort, in negligence, for breach of statutory duty or otherwise, shall not exceed 10 times The Fee set out in the proposal.
11. In no event will the Consultant be liable for consequential, incidental, indirect or punitive loss, damage or expenses or for business interruption, lost business, loss of profits or savings, event if it has been advised of their possible existence.
12. This Agreement is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
13. **Without prejudice to any provision in the Appointment where liability is excluded or limited to a lesser amount and regardless of anything to the contrary contained in the Appointment, the liability of the Consultant for any claim under or in connection with the Appointment, whether in contract or in tort, in negligence, for breach of statutory duty or otherwise, shall not exceed the amount, if any, recoverable by the Consultant by way of indemnity against the claim in question under professional indemnity insurance taken out by the Consultant up to the required amount and in force at the time that the claims or (if earlier) circumstances that may give rise to the claim is or are reported to the insurers in question.**

14. **Where the Consultant's Intellectual Property Rights are to be licensed to the Client the Client's right to copy OS or other external data is excluded.** The Consultant shall, at the request of the Client, use all reasonable endeavours to procure, at the Client's expense, the grant of a licence in the Client's name for the use of the relevant OS or other external data.
15. Information contained in the Appointment is commercially sensitive and is given in confidence to the Client. The Client must advise the Consultant as soon as requests are made under the **Freedom of Information Act 2000** to disclose information given by the Consultant relating to the Appointment. The Client will not disclose any commercially sensitive information given by the Consultant, including technical solutions and commercial terms and information, and will consult with the Consultant before any act of disclosure is contemplated. Disclosure will be substantially prejudicial.
16. The Appointment constitutes the entire agreement between the parties relating to the Services to be provided and supersedes any previous agreements or arrangements and undertakings between the parties in respect of the provision of services. The Client acknowledges that in entering into the Appointment it has not relied on any representation, warranty or undertaking, save as set out in the Appointment. Neither the Client nor the Consultant will have any claim in misrepresentation against the other save in respect of any representation, warranty or undertaking set out in the Appointment or made fraudulently by the other party.
17. Where reference is made in the Appointment or otherwise in the course of the Client's dealings with the Consultant to a person being a "Partner" or "LLP Director", that title means the person who is a Member of Peter Brett Associates LLP and does not in any way purport to hold them out as partners in a partnership or directors in a company.
18. The Appointment is governed by the laws of England and Wales and the parties agree to submit irrevocably to the exclusive jurisdiction of the courts of England and Wales.
19. CDM Regulations apply since 6 April 2007. Clients, have specific duties summarized below. For further guidance please contact us.  
*"Regulation 9 Client's duty in relation to arrangements for managing projects"*—client to ensure arrangements, to be maintained and reviewed throughout the project, for managing the construction work so far as is reasonably practicable without risk to the health and safety of any person;  
*"Regulation 10 Client's duty in relation to information"*— client to ensure that designers and contractors are provided with pre-construction information in accordance with the Regulations. as reasonably practicable affecting the health and safety of persons: engaged in construction work; liable to be affected by the way in which it is carried out, and who will use the structure as a workplace.
20. All other reasonable costs necessary for the performance of the Services will be charged as set out below.

**Time Charge Rates**

Junior Technician	£43.00	Senior Engineer	£81.00
Technician Grade 2	£50.00	Principal Technician	£93.00
Graduate Engineer	£56.00	Principal Engineer	£98.00
Assistant Engineer	£64.00	Associate	£118.00 - £137.00
Technician Grade 1	£67.00	Senior Associate	£139.00 - £169.00
Engineer	£72.00	Director	£151.00 - £174.00
Senior Technician	£75.00		

Rates for senior staff will be charged out at rates varying depending on the nature of the Appointment. Partner rates are available upon request.

All external expenditure will be recharged at cost plus 15% (unless otherwise agreed in advance).

**Expense Rates**

PRINTING (£)						
	A4	A3	A2	A1	A0	B1
B/W Paper & Photocopy	0.10	0.25	--	--	--	--
Colour Photocopy	0.20	0.50	--	--	--	--
Colour Plot	--	1.85	3.70	7.35	12.60	8.40

**NB:** Any special printing requirements are charged at cost plus 15%

**Other Disbursements**

Mileage	£0.55/mile
Facsimile	£0.40/sheet
Archive retrieval	£150.00