



20:20 House (Residential Management) Limited

29 November 2021

Castle Special Projects
LLP
46 Broadway
Swinton,
Mexborough
S64 8HF

Dear Sirs

Design and construction of replacement non-ACM cladding ("The Works") at 2020 House, Skinner Lane, Leeds ("The Site")

- 1 We confirm that it is our intention, subject to the provisions of this letter to enter into a contract with you ("the Contract") for the Works in accordance with the documents set out below ("the Documents");
 - a) GWP Architecture design drawings as listed on the schedules attached to this letter.
 - b) Tender price submission in the sum of £1,504,380.01.
 - c) JCT Design and Build Building Contract 2016 Edition, together with the previously agreed bespoke amendments, additions or supplementary conditions as set out in the Schedule of Amendments by Bevan Brittan.
 - d) Fire Safety Report by Fire Prevent dated 18th November 2021.
 - e) Employers Requirements by Colin S Charlesworth & Partners Ltd
- 2 The Contract Sum is £1,504,380.01
- 3 No deviation from the Employers Requirement document will be permitted except with the written approval of the Employer's Agent.

20:20 House (Residential Management) Limited
Management Office
20:20 House
Skinner Lane
Leeds
LS7 1BB

0113 88 002 88

info@2020leeds.co.uk

- 4 Under the authority of this letter you are to proceed with the placing of orders as is necessary to enable you to comply with the following programme for the Works, subject to the financial limit noted in paragraph 5 below: -

Date of Possession to be: TBC (subject to planning)

Date for Completion will be: TBC (subject to planning)

- 5 Subject to your compliance with the terms of this letter, we will pay for bona-fide expended third party costs incurred by you pursuant to this letter, subject to a maximum expenditure of **£301,370.13** ('the Maximum Amount'). Application for payment must be supported by sufficient detail as we may reasonably require to enable the Employer's Agent to check that the amount applied for is in accordance with this Letter of Intent. The amount payable for such work, goods and materials shall be calculated, so far as appropriate, in accordance with the Documents but to the extent that the same cannot be priced in accordance with the Documents, we shall pay you a fair and reasonable amount.

- 6 We agree the target date of 20 December 2021, for entering into formal contract referred to in clause 1 and the 'Maximum Amount' reflects this. In the event that the target date is not met the 'Maximum Amount' may need to be increased by agreement.

- 7 This letter of intent confirms authority to progress with the following tasks (within the stated cost constraints) necessary to achieve a start and completion by the dates referred to above:-

(a) Site set up/mobilisation

(b) Material purchase orders

(c) Planning submission

(d) The design of the work utilising the design services of the consultants currently engaged and to be employed by you directly under the Design and Build Contract.

(e) The design of the work utilising the design services of the sub-contractors currently engaged and to be employed by you directly under the Design and Build Contract.

(f) Insurances

- 8 In consideration of us issuing this Letter of Intent, you warrant to us that the Works shall be carried out:
- (a) in accordance with the terms and conditions of this letter and the Documents;
 - (b) in a good and workmanlike manner;
 - (c) using materials and goods which are new and of sound and satisfactory quality and using such materials and goods in accordance with any relevant manufacturers' specifications;
 - (d) in accordance with good building practice including the relevant provisions of current British Standards and Codes of Practice, and all Applicable Laws;
 - (e) (in the case of any design work forming part of the Works) with reasonable skill and care to be expected of an appropriately qualified and competent designer of the relevant discipline as the design experienced in carrying out similar works for developments of a similar size, scope and purpose to the Works.
- 9 Subject to paragraph 5 above, we will pay you for the Works under this letter of intent as if you were performing them as part of the works under the Contract. Payments under this letter shall be made in accordance with the payment provisions set out in the JCT standard form Design and Build Contract 2016 incorporating the amendments identified in the Documents and you and we shall issue any applications, notices or interim certificates or statements as would be required under the Sub-Contract. The first valuation will be December 2021.
- 10 We require vesting certification to be provided prior to payment for all material purchases in excess of £10,000.00 in the format attached to this letter.
- 11 We will not be liable to you for any sum greater than the Maximum Amount.
- 12 Within 7 days of this letter and before you enter the Site you must provide to the Employers Agent written evidence that you have arranged for satisfactory insurances as follows:-
- a) Professional Indemnity Insurance
 - b) Contractors Insurance
 - c) Insurance for the Works
 - d) Product Liability Insurance
 - e) Professional indemnity insurance

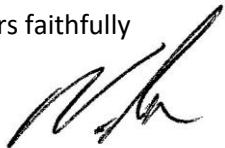
Satisfaction of this clause is a condition precedent to any payment becoming due under this letter.

- 13 In the event of our proceeding to enter into the Contract, the Employer's Agent will prepare and issue to you the Contract Documents as soon as practicable. You will promptly upon receipt thereof release these to us duly signed and executed.
- 14 The rate of liquidated and ascertained damages is to be a rate of £3,000.00 per week or part thereof.
- 15 You will liaise with the Principal Designer to ensure that the necessary F10 notification is issued and the Construction Phase Health and Safety Plan and Safety Method Statements are in place prior to commencement on Site.
- 16 We may, at any time, suspend performance of part or all of the Works by giving you notice. You shall resume performance of that part or all of the Works as soon as reasonably practicable after receiving a notice from us to do so provided such notice is received within 6 months of the notice to suspend. In the event of a suspension under this paragraph and subject to the Maximum Amount we shall pay you for all works and services performed and for all reasonable third party costs properly incurred prior to the date of the suspension in connection with the carrying out of works or services in connection with this Letter of Intent plus your reasonable demobilisation and cancellation costs and such payment shall be your sole compensation for suspension of the Works.
- 17 We may at any time prior to execution and completion of the Contract by us and without assigning any reason, give to you written instruction to stop work immediately on all or any part of the Works and your rights and obligations to carry out further work are terminated to the extent of the instruction to stop work. Upon receipt of such written instruction you will leave the site or part of the site as we direct as quickly as is reasonably and safely possible and leaving the site safe and secure. In the event of a termination under this paragraph and subject to the Maximum Amount we shall pay you for all works and services performed by you under this letter of intent prior to the date of termination including de-mobilisation and cancellation costs reasonably and properly incurred in consequence of such instruction. Our liability for your bone fide costs between you and any third parties incurred after service of such instruction shall be limited to all sums due and payable under the agreements with such third parties.
- 18 (a) you grant and agree to grant to us an irrevocable non-exclusive royalty free licence to use and reproduce all drawings, calculations and specifications and the designs contained in them ("Designs") hitherto or hereafter prepared by you or on your behalf in connection with the Works for all purposes connected with the Works, but no further; and;

- (b) you agree to supply to us on request a copy of the Designs and warrant that the use of the Designs for the purposes of the Works will not infringe the rights of any third party.
- 19 You agree to indemnify us against all loss or liability due to death or personal injury or damage to real or personal property (including the site and the Works) arising out of or in connection with the carrying out of the works under or in connection with this letter and to the extent that the same is due to any negligence, breach of statutory duty, omission or default on your part, save to the extent that such loss or liability is due to any act or neglect of ourselves or our agents.
- 20 You accept appointment as Principal Contractor for the purposes of the Construction (Design and Management) Regulations 2015 ("CDM Regulations") and for the purposes of all construction work to be performed pursuant to this letter, and agree to perform and observe the functions and duties under and the requirements and prohibitions imposed upon you by the CDM Regulations and other statutory provisions pertaining to health and safety.
- 21 We shall be under no obligation to you to proceed with the Works or to select you for appointment as contractor for the Works. Our sole financial obligation to you shall be as set out in this Letter of Intent. We shall owe you no further compensation either in respect of work you have performed or in respect of any termination of this letter or your engagement under this Letter of Intent. We will not be liable to you for any loss of profit, or any other consequential loss or cost however so arising in the event of our not entering into the Contract.
- 22 If the Contract is entered into its terms and conditions will supersede this letter of intent and shall govern respectively the work that you have carried out under this letter of intent. Any monies paid to you in respect of any work shall form part of the Contract Sum under the Contract and be treated as "on account" of our payment obligations thereunder.
- 23 This Letter of Intent and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales which shall have jurisdiction to hear and decide any suit, action or proceedings and/or to settle any dispute or claim which may arise out of or in connection with this Letter of Intent or its subject matter or formation (including non-contractual disputes or claims).

We request that you confirm your full acceptance to the terms and conditions listed in this letter by signing the two enclosed copies and returning to this office after which we will sign and return one copy for your records. We shall have no liability to you until you have signed and returned a copy of this letter to us.

Yours faithfully



For and on Behalf of
20:20 House (Residential Management) Limited

Acceptance of Letter of Intent by the Principal Contractor (Castles LLP)

.....
Signed

.....
Full Name

.....
Position

.....
Date

Castles LLP

Insert Supplier Address

Nick Massingham
2020 House (Residential Management) Limited
Skinner Lane
Leeds

November 2021

Dear Sirs

Vesting Certificate in Relation to [Supply and Installation of cladding at 2020 House, Skinner Lane, Leeds].

In consideration of the agreement to make payment of £xxxxx we write in relation to the ownership of off site materials associated with the electrical services works for 2020 House (Residential Management) Limited.

This letter relates to the following:

- An agreement between Castle Special Projects LLP and 2020 House (Residential Management) Limited dated 29 November 2021
- The Works at 2020 House, Skinner Lane, Leeds (The Property)
- The Listed Items in the appendix to this letter, as also described in the above agreement (Listed Items)

Prior to their delivery to the site of the works, we have applied for payment in relation to the Listed Items.

We warrant that:

- The Listed Items have been delivered in accordance with the contracted works as specified in the Listed Items ready for incorporation in the Installations works.
- Upon payment of the sum of £xxxxx, the Listed Items will immediately become your absolute and unencumbered property. At that time, we, our sub-contractors, suppliers, servants and agents and any other third party shall have no property in part or all of them, no claim to part or all of them and no lien or charge over part or all of them.
- The materials are in accordance with the agreement between Castle Special Projects LLP and 2020 House (Residential Management) Limited Dated 29 November 2021. In the event that they are not in accordance with the Agreement when they are delivered to site, we acknowledge that you may reject them and instruct us that they shall immediately re-vest in us and be entirely at our risk. For the avoidance of doubt we acknowledge and agree that any damage or deterioration in the Listed Items until their delivery to site shall be entirely at our risk notwithstanding that they will have vested in you and become your absolute and unencumbered property.

- We are, at our cost, insured against loss or damage for their full value under a policy of insurance protecting our interests and your interest. In respect of theft, loss and damage for the interim period from date of delivery and interim Payment until delivery to, and commencement of works on site. Upon request we shall provide you, or your agents with a copy of the relevant insurance policy or certificate, that such insurance is in place from our insurance brokers and /or allow you, or your agents to inspect the original insurance policy that effects such insurance.

At our premises where the Listed Items are stored clearly identify that:

- They are held to your order
- They are to be delivered to the site
- Are set apart; and have been clearly and visibly marked in the name of 2020 House (Residential Management) Limited in a way that such marks will remain legible until they are delivered to site.
- Will be stored satisfactorily and safely
- Will be delivered to site to suit our agreed programme for the works. We shall, when requested to do so by you and at our cost, deliver them to the site. If we fail to promptly perform that delivery, you may enter any premises and, at our cost, collect them and take them to the site or to any location for the purpose of storage.

The goods may be inspected at any time on reasonable notice, by you, or your agents.

Without prejudice to the previous paragraph of this letter, we shall indemnify and hold you harmless from all costs, claims, demands, losses and expense of whatsoever nature arising from any breach or non-observance of any of the terms contained in this letter.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully

**Supplier name and
signature**

*We hereby acknowledge receipt and accept the contents of this letter

Signed.....

Print Name.....

Date.....

Listed Items;

- XXXXXXXX

The above items will held/stored at;

Supplier to insert address

DRAWING ISSUE SHEET



Project Title
Client Name
GWP Project Number / Drawing Series (CIS/fB)
Project Reference

2020 Building Cladding Replacement
Castles
(461)2121 / (100)
2121

Method: E (E-mail) D (Disc) W (Website/CDE)

Status				
Work in Progress	Shared	WIP/Published	Published Documentation	Record
S0	S1, S2, S3 etc	D1, D2, D3 etc	A1, A2, A3 etc	AB

Issue Method	E								
Issue Purpose	I								

Distribution

Contractor / Castles

File

(100) Series

DRAWING ISSUE SHEET



Project Title
Client Name
GWP Project Number / Drawing Series (CIS/fB)
Project Reference

2020 Building Cladding Replacement
Castles
(461)2121 / (PA)
2121

Method: E (E-mail) D (Disc) W (Website/CDE)

Status				
Work in Progress	Shared	WIP/Published	Published Documentation	Record
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Distribution

Contractor / Castles

A horizontal row of 20 empty square boxes for drawing.

File

(PA) Series

DRAWING ISSUE SHEET



Project Title
Client Name
GWP Project Number / Drawing Series (CIS/FB)
Project Reference

2020 Building Cladding Replacement
Castles
(461)2121 / (SK)
2121

Method: E (E-mail) D (Disc) W (Website/CDE)

Status	Work in Progress	Shared	WIP/Published	Published Documentation	Record
S0	S1, S2, S3 etc	D1, D2, D3 etc	A1, A2, A3 etc	AB	

Issue Method	E							
Issue Purpose	I							

Distribution

Contractor / Castles

File

(SK) Series