

RN3/Tutbury

6<sup>th</sup> April 2018

Rick Nuth  
Chairman of  
Tutbury War Memorials Preservation Committee  
26 Hillcrest  
Tutbury  
Burton on Trent  
Staffordshire DE13 9JD

Dear Mr Nuth,

**Tutbury, St Mary – Conservation of the Priory Alabaster Arch Project**  
*Fee Proposal*

Thank you for your invitation to tender for the conservation works to the alabaster arch. I am pleased that you are anticipating repairs to the arch as it is a fine example but is showing signs of distress.

The basis for this quotation is as laid out in your letter of 29<sup>th</sup> March 2018.

- 1.1. Phase II – oversight of the conservation
- 1.2. Phase II – acquire a quote for and oversight of the post-conservation laser scan
- 1.3. Phase III – acquire quote for and oversight of the 12-month follow-up laser scan
- 1.4. Phase III – oversight of the "light" condition survey

I confirm the hours against each phase as follows:

- 1.1. Phase II – 13 + 2 visits at 2.5 hours
- 1.2. Phase II – 4
- 1.3. Phase III – 4
- 1.4. Phase III – 8 + 2 visits at 2.5 hours

I confirm the total costs against each phase as follows:

- 1.1. Phase II – £1,209 + £116.25 + (108.3 x £0.45 = £48.74) Total = £1,373.99
- 1.2. Phase II – £372
- 1.3. Phase III – £372
- 1.4. Phase III – £744 + £116.25 + (108.3 x £0.45 = £48.74) Total = £908.99

Other Services or any additional services and visits will be charged on a time basis at £93 per hour. A visit represents two and a half hours travel time when combined with other projects nearby, plus mileage charges. Travel time is charged at half the hourly rate.

**Expenses and Disbursements**

Expenses and disbursements properly incurred in connection with my appointment will be charged in addition to fees and will include the cost of the following:

Obtaining copies of drawings and other documents,

A1 prints	@ £2.00
A2 prints	@ £1.70
A3 prints	@ £0.40
A4 photocopy	@ £0.15
A4 colour	@ £0.90

The cost of contract documents will be chargeable at cost from RIBA Publications.

Travelling by car at 45p per mile.

All charges reviewed annually in January.

architects and historic buildings consultants

If I am to make any disbursements on your behalf, you would be requested to provide a cheque, in advance. The cost of our photography is included within the fee and a CD-Rom will be provided of images taken if requested.

### **Work Stages and Fee Accounts**

Accounts for my fees and expenses would be submitted on completion of work phases.

Payment becomes due 14 days from receipt of our account. Sums remaining unpaid will be subject to interest at the rate specified in the Conditions. The Housing Grants, Construction and Regeneration Act 1996 applies to the project, and accordingly Condition 26 will operate. This requires you to give notices before payment is made or if any part of an account is to be withheld.

### **Value Added Tax**

I am registered for VAT which will be charged on my fees and expenses at the current rate.

### **Professional Indemnity Insurance**

Evidence of professional indemnity insurance cover will be provided on request. I currently have cover for £2 Million in respect of any one occurrence or series of occurrences arising out of one event. This will be the maximum limit of my liability to you arising out of this Agreement. Any such liability will expire after six years from conclusion of my appointment or (if earlier) practical completion of the construction of the Project.

My liability for loss or damage will be limited to the amount that it is reasonable for me to pay in relation to the contractual responsibilities of other consultants, contractors and specialists appointed by you.

In the event of difference arising under this Appointment we hope we shall be able to settle the matter by negotiation or by using the RIBA Mediation Service. We agree to retain the provision in Conditions 36 and 37 for statutory Adjudication.

### **Legal proceedings or arbitration?**

We need to agree which we would use. We can either;

1. Irrespective of this agreement either of us can start court proceedings to settle the dispute at any time and Condition 39 will not apply. Or
2. We also agree that in the unlikely event of a dispute or difference arising under this agreement, without prejudice to the option of adjudication, it shall be referred to arbitration in accordance with the provisions of condition 39. Should we need help in the appointment of an Adjudicator or an Arbitrator the nominator will be the President of the Royal Institute of British Architects.

### **Other Appointments**

Should it be necessary to appoint another consultant (quantity surveyor) for cost advice or (structural engineer) for structural advice, they would be a separate appointment made by you and they would be directly responsible to you and paid by you.

### **Conclusion**

Once we have agreed the choice between legal proceedings or arbitration I can send you a formal version of this document. Should you wish to proceed on this basis and decide these arrangements are acceptable, you would then sign the Agreement clause below and initial the Conditions and the amendments and the Schedule of Services where indicated. I would then countersign them and send you a certified copy set for your records.

Your continuing instructions will constitute your acceptance of these terms and conditions using option 2 (arbitration) above, but in any event I should be grateful if you would sign and return the enclosed copy at your earliest convenience.

Regards,

Robert Kilgour



Robert Kilgour Architects Ltd

**Agreement**

The Client, Tutbury St Mary PCC wishes to appoint the Architect for The Conservation of the Priory Alabaster Arch Project and the Architect has agreed to accept such appointment and to perform the Services upon and subject to the terms set out in this Letter of Appointment, including the arbitration clause.

Signed..... (Client).....(Date)

Signed..... (Architect).....(Date)