

Ashley Pines, Barnet Gate Lane, London EN5 2AA

The Syntegra Group Business Proposal for:
Toast Developments Ltd

Prepared by:	Aaron Stuart
Position:	Environmental Consultant
Telephone:	0118 402 8520
Email:	[REDACTED]
Date:	22/05/2023
Proposal ID:	23-11074 - Ashley Pines, Barnet Gate Lane, London EN5 2AA – AS

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Who We Are

The Syntegra Group are a specialist planning & multi-disciplinary engineering design consultancy. Launched in 2008, we have a proven track record of providing innovative and commercially viable sustainability and energy efficiency solutions to the built environment across the United Kingdom and internationally.

2023 marks our 15th year of trading and the company is recognised by Goldman Sachs as a fast growth company - currently employing around 40 members of full-time staff at our locations in London, Reading, Tonbridge and Bristol. We are members of Construction-line, ANC, CIBSE, Energy Institute and the UK Green Building Council and are ISO 9001 accredited.

Our experience within the built environment and our contribution to many nationally recognised forward-thinking developments has led to over 28 awards and accolades, including:

- Winner RIBA 2019 London & National Award –168 Upper Street
- Selected as finalists in the Constructing Excellence SECBE Awards 2019
- Shortlist RIBA Stirling Award 2017 –Spruce Apartments
- Winner AJ Retrofit Awards 2017 –Print House Works
- Energy Consultant of the Year –Energy Efficiency Homes 2017
- Shortlist RIBA awards 2016 and Winner Hackney Design Awards 2016
- Awarded 'Sustainability Company of the year' by the Thames Valley Chamber of Commerce in 2014
- Identified as a SME growth company by Goldman Sachs and awarded strategic support under the 10ksb programme (2013 –ongoing)
- Winner of the Green Apple built environment awards 2013
- Winner of the Smarta 100 Awards 2013



Proposal

Reference: 23-11074 - Ashley Pines, Barnet Gate Lane, London EN5 2AA –AS

Date: 22/05/2023

To: Toast Developments Ltd

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Project Details

Syntegra Consulting has been requested to provide a fee proposal for a Preliminary Ecological Assessment.

1. Preliminary Ecological Assessment (PEA) with Report

Survey

The walkover survey following UKHab methodology to establish baseline conditions and determine ecological features present and or potential ecological features present on-site and up to 20 metres from the red line boundary based on ecological judgement. Ground tree roost assessment carried out on mature trees on-site impacted by the proposals, to determine their overall potential to support roosting bats. Preliminary Roost Assessment (internal and external) on the existing dwelling and structures. The surveys will follow BCT Bat Surveys Good Practice Guidelines (2016). Habitat suitability index (HSI) will be undertaken of any ponds present within close proximity to the proposals to determine the likelihood of great crested newts (GCN).

Timing: PEA Surveys can be carried out anytime. Summer surveys can detail habitats onsite and likely protected species potential, but short-lived annual species are less likely to be identified. Ground tree roost assessments are ideal during winter and early spring periods given lack of foliage. PRA surveys can be carried out year-round to determine a building’s overall potential to support roosting bats. HSI are best carried out April to July when ponds present conditions when newts could be present.

Report

Report to detail the Ecology Survey and make recommendations for Phase II surveys for protected species as required. The Report will classify the habitats on site, assess the implication of the proposed development on the habitats and identify any nature conservation or planning policy issues to ascertain if any further surveys will be required. The report will identify key constraints to the project and identify the mitigation measures as far as possible, including those that will be required. The report will also propose practical measures to encourage biodiversity on site in line with NPPF.

We propose a fee in respect of this service for the amount of: **£999**

2. Local Records Search

In line with CIEEM guidelines it is recommended that a local record search is also used to support the report. This is carried out by GiGL (Greenspace Information for Greater London CIC).

We propose a fee in respect of this service for the amount of: **£300**

This proposal together with the attached Schedule of Services describes the services which Syntegra Consulting Ltd (company number 06408056) (**Syntegra, the Consultant or we**) proposes to provide in respect of the proposals (**Project**). It is subject to contract and conditional upon receipt by Syntegra of satisfactory drawings, survey and specifications.

This proposal is open for acceptance for a period of Forty-Five (45) days from the date it is issued (stated above), after which it shall expire automatically unless otherwise stated by Syntegra in writing.



Proposed Project Team Profile



DL – Chairma

Former CEO of ISG Plc taking it from a London centric £400m contractor to a £1.9 billion Global contractor. Over 20 years' PLC board experience with exposure to a wide range of business scenarios and economic cycles including: M&A transactions, restructuring, international expansion, business/ cultural transformation, strategic reviews, Capital Markets and Investor Relations.



AK – Managing Director

Alan is a qualified engineer with an MSc in Intelligent Building and over 18 years technical & project management experience. Alan has a wealth of experience in property development, low carbon building design, M&E consultancy and renewable technologies. Alan is a member of the 'Leaders' forum of the UK-GBC and was previously an executive board member for Constructing Excellence (Berkshire) and board member of the International Intelligent Building Group.



AS – Environmental Consul

Aaron graduated from The University of Bristol with a Bachelor of Science in Zoology in 2017, and has since worked in various laboratories before making a full and effective transition into Environmental Consulting. Aaron specializes in phase 1 and 2 ecological surveys including: urban and commercial preliminary ecological appraisals and roost assessments, bat activity/echolocation surveys, badger sett monitoring and closure, reptile presence/absence surveys as well as assistance with GCN eDNA sampling.



ESG – Operations Director

Emily is our Business Manager, responsible for assisting and ensuring the smooth running of the company. Emily has 10 years of administrative and management experience. A diverse role, she facilitates multiple departments, from accounts, HR and administration, overseeing the day-to-day operations under our MD. Emily is also our Quality Manager for ISO 9001:2015.



SP – Office Coordinator

Sam is our Office Coordinator with 15 years' experience in Customer & Administrative roles. She assists with the organisation of client meetings, CPD seminars and internal & external events. Sam helps the smooth running of the office in all operational duties such as managing diaries, compiling spreadsheets, managing databases, data input and proof reading.



FB – Key Accounts Executive

Faye is our Key Accounts Executive with over 10 years’ experience in Administrative and Event Management roles. Faye is responsible for account management in the company and assists with key accounts and frameworks as well as overseeing tender submissions and maintaining company profiles. Faye also works alongside the Operations Team, assisting with supplier liaison and enquiries throughout the duration of the project.



LA – Junior Project Cooroc

Lizanne is our Junior Project Coordinator in our Operations team, working towards her Apprenticeship for Business Administration Level 3. Part of our Quotes team, she is responsible for reviewing and issuing quotes and reports, liaising with clients throughout all project stages.



AG –Operations Assistant

Ailyn is responsible for project related data entry and also assists with report reviews and formatting client proposals.

PROJECT AGREEMENT

The Client hereby authorises Syntegra Consulting Limited to provide the services outlined in the proposal, reference 23-11074 - Ashley Pines, Barnet Gate Lane, London EN5 2AA –AS, dated [22/05/2023] (**Project Proposal**). Syntegra is authorised to proceed with the services identified below (**Services**).

Item	Description	Fee (£)	Approval (please tick)
1	Preliminary Ecological Assessment (PEA) with Report	£999 + VAT	<input type="radio"/>
2	Local Records Search	£300 + VAT	<input type="radio"/>

¹ See Item Scope of Works for any specific caveats

The terms of this Project Agreement including (i) the Project Proposal, (ii) the Special Conditions and (iii) the Terms and Conditions govern the provision of Services and apply to the exclusion of all other terms, conditions, warranties or representations including any Client terms or conditions specified or referred to in any document issued from time to time. If there is any conflict or inconsistency between the terms set out within (i) this Project Agreement, (ii) the Project Proposal, (iii) the Special Conditions and (iv) the Terms and Conditions, the documents shall prevail in the following order of precedence:

- (i) the terms set out in this Project Agreement;
- (ii) the Special Conditions;
- (iii) the Project Proposal; and
- (iv) the Terms and Conditions

(together the **Agreement**).

Syntegra and the Client agree that the Project Proposal and the Agreement may be communicated and/or accepted by email or post and that the said communication and/or acceptance shall be legal and binding upon Syntegra and the Client. Syntegra and the Client further agree that reproductions of signatures by telecommunications will be treated as original signatures.

Privacy Notice

How information about you will be used:

Syntegra takes your privacy seriously and will only use your personal information to provide the services you have requested from us. Further information on how we protect your personal information can be found in our privacy policy [\[here\]](#).

We would also like to send you information about our other services and marketing insight articles, by email. If you agree to being contacted in this way, please tick the box:

If you need any further information, please contact us via email at info@syntegragroup.com

By signing below, you consent to the proposed use of your personal data.

SPECIAL CONDITIONS

1. Any design changes and any revisions to the design will be charged at our standard rates.
 2. Travel and attendance at face to face meetings will be subject to the latest Government Covid-19 Guidelines.
 3. Video meetings will be charged at the hourly rates specified below.
 4. All planning application reports and/or Certificates will be issued to the Client after receipt of applicable payment in cleared funds.
 5. Any additional design meeting, design variations, site meetings, construction phase monitoring, checking contractors design to ensure compliance to the performance specification will be chargeable at the hourly rates specified below.
 6. All reports issued by us will be in electronic PDF format only.
 7. Where relevant, following the planning submission application any subsequent communication with the applicable council as to the strategy and/or options and/or conclusions within our reports will be chargeable at our standard hourly rate.
 8. The Client should be aware of their duties under the Construction (Design and Management) Regulations 2015.
 9. If the Client does not notify us of any cancellation or postponement (via email or written communication) at least 48 hours prior to a site visit in relation to conducting a survey, the full survey fee will be charged.
 10. If applicable, third-party search data will be charged at an additional cost.
 11. Please note that external noise and ecological surveys are weather dependant and if there is likely to be adverse weather conditions, any agreed site survey dates may need to be re-arranged in line with good practice, at our discretion and at short notice.
 12. Prices are valid for a period of 45 days.
 13. The hourly rates for any additional works are:-
 - a. Director £130.00
 - b. Principal / Chartered Engineer / Consultant £115.00
 - c. Senior Engineer / Consultant £100.00
 - d. Engineer / Consultant £95.00
 - e. Assistant Engineer / Consultant £75.00
 - f. Project Coordinator /CAD Technician £60.00
- (Hourly Rates)**

14. The hourly rates for any additional ecological works are:-

- a. Director £100.00
- b. Senior Ecologist £90.00
- c. Ecology Consultant £85.00
- d. Assistant Ecologist £65.00
- e. CAD Technician/Technical Coordinator £55.00

The Client has signed below to indicate acceptance of the terms of the Agreement. If, however, the Client fails to sign this Order but nevertheless instructs us to proceed with the Services, the Client shall be deemed to have accepted the terms of the Agreement in full.

I confirm that I have read and agree to the terms of the Agreement and that I am duly authorised by the Client (named below) to agree these terms on its behalf.

Signed	Date
.....
Name	Company
.....

Please complete the Invoicing Details on the following page.

Invoicing Details

Please note, that upon receipt of the signed Letter of Agreement and Invoicing page, a standard credit check will be carried out by our accounts department, to clarify the payment terms.

For the Attention Of:	
Company Name:	
Company Address:	
Email Address:	
Additional Email Address (If a copy of invoice is required)	
Telephone:	
Company Registration No:	
PO Number:	

Client Details (If Different)

Client Contact:	
Company Name:	
Company Address:	
Email Address:	
Telephone:	
Company Registration No:	

I confirm acceptance of the quotation, that the invoicing and client details are correct, and that I have the authority to sign this form on behalf of the Client. If the Client is based outside of the UK, full payment including VAT is required on acceptance of this fee proposal.

Signed

Date

.....

.....

Name

Company

.....

.....

SCHEDULE OF SERVICES

Energy and Sustainability		M&E	
BREEAM Assessment	<input type="checkbox"/>	Clerk of Works	<input type="checkbox"/>
Building / Home User Guide	<input type="checkbox"/>	M&E Design (Inc: IT / AV / Fire / Lifts)	<input type="checkbox"/>
Building Information Modelling (BIM)	<input type="checkbox"/>	M&E Condition Survey	<input type="checkbox"/>
Carbon Auditing	<input type="checkbox"/>	Utilities Capacity Assessments	<input type="checkbox"/>
CFD Modelling and Thermal Modelling	<input type="checkbox"/>	Utilities Procurement & Bill Validation	<input type="checkbox"/>
Daylight, Sunlight & Overshadowing	<input type="checkbox"/>	Ventilation Assessments	<input type="checkbox"/>
Circular Economy/Whole Lifecycle Carbon	<input type="checkbox"/>	Air and Acoustic Consultancy	
Energy Audit / ESOS / CRC / SEI	<input type="checkbox"/>	Air Quality/AQ Neutral Assessments	<input type="checkbox"/>
Energy Performance Certificate (EPC / DEC)	<input type="checkbox"/>	Air Tightness Testing	<input type="checkbox"/>
Energy Strategy Report	<input type="checkbox"/>	BREEAM Air Quality Services	<input type="checkbox"/>
Heat Loss Calculations	<input type="checkbox"/>	Construction Dust Monitoring & Plans	<input type="checkbox"/>
Internal Daylighting Assessments	<input type="checkbox"/>	Dispersion Modelling	<input type="checkbox"/>
LEED Assessment	<input type="checkbox"/>	Indoor Air Quality Monitoring & Plans	<input type="checkbox"/>
Lighting Impact Assessment	<input type="checkbox"/>	Local Exhaust Ventilation Assessments	<input type="checkbox"/>
LUX Modelling and Lighting Design	<input type="checkbox"/>	Noise Impact Assessment & Design	<input type="checkbox"/>
Overheating Analysis	<input type="checkbox"/>	Occupational Exposure Risk Assessments	<input type="checkbox"/>
PassivHaus	<input type="checkbox"/>	Odour Assessments/Modelling/Screening	<input type="checkbox"/>
Renewable Technology Feasibility	<input type="checkbox"/>	Planning Appeals/Condition Discharge	<input type="checkbox"/>
Right of Light Consultancy	<input type="checkbox"/>	Plant Noise Assessment	<input type="checkbox"/>
SAP & SBEM Calculations / Part L	<input type="checkbox"/>	Sound Insulation Testing	<input type="checkbox"/>
Site Waste Management Plan	<input type="checkbox"/>	Stack Emissions Modelling	<input type="checkbox"/>
SKA Assessment	<input type="checkbox"/>	Vibration Assessment	<input type="checkbox"/>
Water Part G Compliance	<input type="checkbox"/>	Ecology Service	
Well Assessment	<input type="checkbox"/>	Landscape Design	<input type="checkbox"/>
Wind Tunnel / Pedestrian Analysis	<input type="checkbox"/>	Arboricultural Survey	<input type="checkbox"/>
Transport, Civils and Infrastructure		Ecology Habitat Sur	<input type="checkbox"/>
Below Ground Drainage Design	<input type="checkbox"/>	Preliminary Ecological Appraisal	<input type="checkbox"/>
Drainage Strategies	<input type="checkbox"/>	Preliminary Roost Assessment	<input type="checkbox"/>
SUDs Appraisals	<input type="checkbox"/>	Protected Species Survey	<input type="checkbox"/>
Highway Engineering / Road Design	<input type="checkbox"/>	Miscellaneous	
Hydrology / Flood Risk Assessment	<input type="checkbox"/>	Air Conditioning Survey (TM44)	<input type="checkbox"/>
Local Authority & Highway Legal Agreements	<input type="checkbox"/>	Land Contamination	<input type="checkbox"/>
S104 Applications	<input type="checkbox"/>	Thermal Imaging Report	<input type="checkbox"/>
Utilities Appraisals	<input type="checkbox"/>	Construction Logistics Plan (CLP)	<input type="checkbox"/>
Transport Assessment / Transport Statement	<input type="checkbox"/>	Delivery and Servicing Plan (DSP)	<input type="checkbox"/>
Travel Plan / BREEAM Travel Plan	<input type="checkbox"/>	EIA Coordination	<input type="checkbox"/>

1. DEFINITIONS AND INTERPRETATION

1.1. In addition to the terms defined elsewhere in the Agreement (in bold text), the following terms have the following meaning when:

Agreement means the agreement between Syntegra and the Client comprising of (i) the terms of the Project Agreement document, (ii) the Project Proposal, (iii) the Special Conditions and (iv) these Terms and Conditions;

Intellectual Property Rights means all intellectual property rights, including patents, trade and service marks, rights to domain names, rights in passing off, registered and unregistered designs, rights in confidential information, rights in know-how, database rights, topography rights, copyright (including rights in software), rights in any invention, and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;

Services means the services described in the Project Proposal and any others which the parties agree shall be included within the scope of the Agreement from time to time.

1.2. In the Agreement: (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) a reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established; (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; (e) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and (f) a reference to **writing** or **written** includes email.

2. THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

2.1. Pursuant to 'The Construction (Design and Management) Regulations 2015 we have a duty to inform you that if the works compose of more than 30 days or 500-person days as a construction phase then the works must be notified to the HSE. The client has further obligations to ensure that all of his appointees are competent and have adequate resources; ensure that there are suitable arrangements for the project welfare facilities; allow sufficient time and resources for all stages; provide pre-construction information to designers and contractors; appoint a CDM Co-ordinator; appoint a Principal Contractor; ensure that the construction phase work does not start unless a Construction Phase Plan is in place and adequate welfare facilities available on site; provide information relating the health and safety to the CDM co-ordinator; retain and provide access to the Health and Safety File.

2.2. The former is a brief summary of the client duties but the list is not exhaustive <http://www.hse.gov.uk> and download the CDM2015 regulations or discuss with us further.

3. NORMAL SERVICES

3.1. In consideration of payment of the relevant Fees, the Consultant shall provide the Services in accordance with the terms of the Agreement.

3.2. Syntegra shall perform the Services in relation to the Project in accordance with the requirements of the Agreement.

3.3. Unless expressly agreed as part of the Project Proposal or subsequently by agreement in writing, the Services do not include inspecting, monitoring or supervising construction works.

4. DUTY OF SKILL AND CARE

4.1. The Consultant warrants to the Client that the Services will be provided using the reasonable skill, care and diligence to be expected of a suitably qualified and competent consultant.

5. PREVIOUS AGREEMENTS

5.1. Any services performed prior to the date of the Agreement by the Consultant for the Client in connection with the works shall be treated as having been performed under the terms of the Agreement which shall supersede any previous agreement between the parties with regard to the Project.

6. PROGRAMME REQUIREMENTS

6.1. Syntegra shall use reasonable endeavours to complete the Services within the reasonable timeframes requested by the Client from time to time.

6.2. The obligation on Syntegra to perform pursuant to clause 6.1 is subject to and conditional upon:

- (a) the Client providing all necessary access, support and information to enable Syntegra to properly provide the Services; and
- (b) the Client obtaining and maintain all necessary licences, permissions and consents which may be required in order to enable Syntegra to properly provide the Services.

6.3. Syntegra shall promptly make known to the Client any reasonable objections to any proposed performance dates or timeframes.

6.4. The parties acknowledge and agree that the timeframes provided by the Client are estimates only and accordingly time shall not be of the essence in relation to Syntegra's obligations in the Agreement.

7. PROFESSIONAL INDEMNITY INSURANCE AND LIABILITY

7.1. Notwithstanding anything to the contrary contained in the Agreement but subject to clause 7.3, the total aggregate liability of Syntegra arising out of or in connection with the Agreement whether in contract, tort, negligence, misrepresentation, restitution, breach of statutory duty or otherwise shall not exceed an amount equal to 125% of the agreed Fee exclusive of disbursements and VAT, or £2 million, whichever is the lower.

7.2. Where liability is excluded or limited to a lesser amount than the amount set out in clause 7.1 in the Agreement, the liability of the Consultant under or in connection with the Agreement whether in contract, tort, negligence, misrepresentation, restitution, breach of statutory duty or otherwise, in relation to any such claim shall not exceed the amount, if any, recoverable by Syntegra by way of indemnity against the claim in question under professional indemnity insurance taken out by Syntegra and in force at the time of such claims or (if earlier) circumstances that may give rise to the claim is or are reported to the insurers in question.

7.3. Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

- (a) death of personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.4. Subject to the above clause 7.3, no claims or proceedings shall be commenced for breach of the Agreement after expiry of 6 years from completion of the Services.

7.5. Subject to the above clause 7.3 but notwithstanding otherwise, anything to the contrary contained in the Agreement, such liability of the Consultant for any claim or claims under the Agreement shall be further limited to such sum as it would be just and equitable for the Consultant to pay having regard to the extent of the Consultant's responsibility for the loss or damage suffered as a result of the occurrence or series of occurrences in question ("the Loss and Damage") and on the assumptions that:

- i. All other Consultants and all Contractors and Sub-Contractors shall have provided contractual undertakings on terms no less onerous than those set out in clause 4to the Client in respect of carrying out their obligations;
- ii. there are no exclusions or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any such third party who is responsible to any extent for the loss and damage is contractually liable to the Client for the Loss and Damage; and
- iii. all other Consultants and all Contractors and Sub-Contractors have paid to the Client such proportion of the Loss and Damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the Loss and Damage.

7.6. Except as expressly set out in the Agreement all warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Syntegra, in respect of compliance with descriptions, quality or fitness for purpose are excluded except to the extent such exclusion is prohibited or limited by law.

7.7. For the avoidance of doubt, no collateral warranties are included as part of the Agreement and no obligation shall exist upon the Consultant to provide warranties of any kind and to third parties (unless otherwise agreed between the parties in writing).

8. INTELLECTUAL PROPERTY RIGHTS

8.1. As between the parties, all Intellectual Property Rights in or arising out of or in connection with the Agreement and/or the provision of Services (other than any Intellectual Property Rights in any Client materials) (**Project IPR**) shall be owned exclusively by Syntegra.

8.2. Syntegra hereby grants to the Client a non-exclusive licence to use the Project IPR solely for the purpose of the Project. The Client shall not attempt to use or copy the Project IPR, or any part of it, in respect of any other site, location or project without the prior written consent of Syntegra. Syntegra reserves the right to charge additional fees for any such consent.

8.3. The Client grants to Syntegra a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify any materials or information provided by the Client for the purpose of providing the Services to the Client.

8.4. The Consultant shall not be liable for the consequences of any misuse or use of material by the Client or any other person for any purpose that was not within the reasonable contemplation of the Parties as being a proper use of the material when it was prepared.

8.5. The Consultant will not be liable for any use the Client may make of the documents for any purposes other than that for which they were originally provided by the Consultant unless the Consultant authorises such use and confirms that the documents are suitable for it.

8.6. The licence granted under clause 8.2 does not include a right to reproduce the design contained therein. In the event the Client is in default of payment of any fees or other amounts due under the Agreement, the Consultant may revoke the licence granted herein upon giving of 7 days' notice.

8.7. Where the Consultant's services are required to be assigned to a third party, whereby the beneficiary is required to be granted an irrevocable, non-exclusive, non-terminable, royalty-free licence to use and reproduce for any purpose relating to the property and/or the report, all documents, reports, drawings, calculations and specifications (and the designs contained therein) which have been or will be prepared by the Consultant, a payment of £450 plus VAT by the assignee/ beneficiary will be required (allowing for a maximum of two assignments under the appointment).

9. REMUNERATION FOR NORMAL SERVICES AND ADDITIONAL SERVICES

9.1. The Fees for the performance of the Services shall be as defined in the Project Proposal and shall be paid in the manner and by the dates prescribed there-in.

9.2. The Normal Fee (stated in the Project Proposal) shall be inclusive of all normal expenses and disbursements, the costs of professional indemnity insurance, all travelling and subsistence and the preparation of all drawings perspective sketches specifications and like material, but not the construction and supply of models and not the commissioning of any specialist Consultants or testing programme the Consultant may from time to time advise in accordance with his obligations of reasonable skill care and diligence and not any exceptional expenses or disbursements incurred at the Client's request

9.3. In addition, the Consultant shall be entitled to reimbursement at cost of all statutory fees and third-party costs for specialist surveys and investigations properly incurred by it in the performance of the Services (unless otherwise agreed).

9.4 Where a fee drawdown schedule is provided this is not necessarily representative of the work undertaken and depending on the scale, complexity and duration of the project the invoices are spread to suit our own purposes. However, in the event of the project and / or the Consultant's Services being suspended or terminated, the Consultant reserves the right to recover that fee which would be fair and reasonable with due regard to the work stage reached based upon industry standard guidance.

9.5 Where there is an ongoing project and interim invoices are required at distinct stages or on a quantum merit basis, then such invoices should be raised on the third week of the month in accordance with our standard company procedures.

10. VAT

10.1 In addition to the fees and disbursements here-in confirmed, The Client shall pay Value Added Tax on the same, at the rate and in the manner from time to time prescribed by law.

11. PAYMENT

11.1 Syntegra may invoice the Client for the Fees at the intervals specified in the Project Proposal.

11.2 The Client shall pay each invoice submitted to it by Syntegra within 30 days of receipt to a bank account nominated in writing by Syntegra from time to time.

11.3 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Syntegra any sum due under the Agreement by the due date for payment:

- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at a rate of 5% above the annual base rate as set from time to time by HSBC Bank and charged on a daily accruing basis at 1/30 of the said rate; and
- (b) Syntegra may suspend all or part of the Services until payment has been made in full

12. DATA PROTECTION AND CONFIDENTIAL INFORMATION

12.1 Each party shall, at its own expense, ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, to the extent applicable (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) including by virtue of the European Union (Withdrawal) Act 2018 as modified by applicable domestic law from time to time.

12.2 Each party undertakes that it shall not at any time during the Agreement, and for a period of five (5) years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, customers or suppliers of the other party, except as permitted by clause 12.3.

12.3 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

13. TERM AND TERMINATION

13.1 The Agreement shall commence on the date the Project Proposal is accepted by the Client and shall continue, subject to earlier termination in accordance with its terms, until all Services have been completed and each party has discharged its respective obligations under the Agreement.

13.2 Without affecting any other right or remedy available to it, Syntegra may terminate the Agreement with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Agreement on the due date for payment and remains in default for 14 days after being notified to make such payment; or
- (b) the Client commits any other material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.

13.3 On termination or expiry of the Agreement:

- (a) the Client shall immediately pay to Syntegra all of Syntegra's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Syntegra may submit an invoice, which shall be payable immediately on receipt;
- (b) any clauses which expressly or by implication survive termination shall survive and continue in full force and effect; and
- (c) the obligation on Syntegra to provide the Services and all liability arising out of or in connection with the same shall immediately cease.

14. GENERAL

Assignment: The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Syntegr Syntegra may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Agreement.

Variation: Except as expressly stated otherwise, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver: A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. A party that waives a right or remedy provided under the Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

Severance: If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Entire agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement,

representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

No partnership or agency: Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Third party rights: The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

Counterparts: The Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Governing law: The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.