

Dated 1 March 2012

The Board of Trustees of the Victoria and Albert Museum

and

Flemming Associates Ltd

Contract

Relating to Project Management, Cost Planning and CDM Co-ordinator Services for
the Development of the David Bowie and Tudors and Stuarts
Exhibitions at the Victoria and Albert Museum, London

VA/CON/02/12

This Agreement is made on the 1st March 2012 between:

- 1) **The Board of Trustees of the Victoria and Albert Museum** of South Kensington,
London, SW7 2RL (the “**Client**”); and;
Flemming Associates Ltd, 8 Milton Road, Uxbridge, Middlesex, UB10 8NQ
(the “**Project Manager**”)

Referred to herein after together as the Parties.

Whereas

- (A) The Client wishes to proceed with the Exhibition at the Site.
- (B) The Client wishes to appoint the Project Manager to act and the Project Manager has agreed to act as the Project Manager, Cost Planners and CDM Co-ordinator for the Exhibition.

Now it is hereby agreed as follows:

1 Definitions

1.1 In this Agreement the following expressions shall have the following meanings:

“**Additional Services**” mean those of the services set out in Appendix 3 which the Project Manager is instructed to provide by the Client.

“**CDM Regulations**” means the Construction (Design and Management) Regulations 1994 and any amendment or re-enactment thereof.

“**Consultants**” means collectively the Project Manager together with those consultants listed in Appendix 1 and any further or other consultants engaged by the Client in connection with the Exhibition and notified in writing to the Project Manager.

“**Contract**” means the contract or contracts to be executed by the Client and the Contractor.

“**Contractor**” means the person or persons to be appointed by the Client to supply goods and services in connection with the Exhibition.

“**Cost Plan**” means the Client’s budget for the Exhibition Project developed by the Project Manager pursuant to Clause 2 as the same may be amended from time to time by agreement between the Parties.

“**Design Brief**” means the brief for the Exhibition prepared by the Client and agreed with the Project Manager pursuant to Clause 4 as the same may be amended from time to time by agreement between the Parties.

“Exhibition” means the design, construction and subsequent dismantling of the Exhibition.

“Exhibition Control Plan” means the procedures document for the Exhibition developed by the Project Manager pursuant to Clause 2 as the same may be amended from time to time by agreement between the Parties.

“Fee” means the fee calculated in accordance with Appendix 1 as the same may be adjusted from time to time in accordance with this Agreement payable to the Project Manager in respect of the Services.

“Material” means the plans, drawings, specifications, schedules, reports, calculations, correspondence and other documents (including any computer software used to generate them and any designs contained within them) prepared or provided by the Project Manager for or in connection with the Exhibition.

“Outline Brief” means the outline brief for the Exhibition prepared by the Client and provided to the Project Manager as the same may be developed by the Project Manager in accordance with the Services.

“Programme” means the programme for the design, procurement, completion and commissioning of the Exhibition developed by the Project Manager pursuant to Clause 2 as the same may be amended from time to time by agreement between the Parties.

“Project Manager” means the party named as such in this Agreement.

“Services” means the Additional Services and the services set out in Appendix 2.

“Site” means the site of the Exhibition as defined in the Outline Brief.

“Statutory Requirements” means any directly applicable provision of the EEC treaty or of any EC regulation, any act of parliament or statutory enactment or any regulation, rule or order made pursuant thereto or any regulation or bye-law of any local authority or any requirement contained in any notices served under any such enactment, rule, order, regulation or bye-law.

“Working Day” means Monday to Friday inclusive but excluding any day which is a public holiday in England and Wales.

Words importing the singular shall include the plural and vice versa.

2 The Exhibition

2.1 The Project Manager shall develop with the Client, in conjunction with the Consultants, the following:

2.1.1 the proposed Programme;

2.1.2 the proposed Cost Plan;

2.1.3 The proposed Exhibition Control Plan.

2.2 The Project Manager shall submit the documents referred to in Clause 2.1 to the Consultants for their agreement.

3 Project Manager's Obligations

3.1 The Project Manager shall provide the Services in accordance with the terms of this Agreement and shall exercise all the reasonable skill, care and diligence to be expected of an appropriately qualified and experienced Project Manager, Cost Planner and CDM Co-ordinator in connection with an exhibition of a similar size, scope and complexity to that of the Exhibition. The Project Manager shall at all times comply with the instructions of the Client in relation to the Services and the Exhibition.

3.2 The Project Manager shall use through reasonable endeavours his skill, care and diligence referred to in Clause 3.1 to see that each element of the Exhibition separately identified in the Cost Plan can be constructed within the allowances for such element contained in the that Plan. To the extent that tenders for the Contract exceeding the allowances contained in the Cost Plan, the Project Manager through his best endeavours shall, in conjunction with the Consultants, perform the Services in connection with any amendment and modification of the design at no cost to the Client in accordance with the Design Brief and so that tenders for the same are within such allowances.

3.3 Without prejudice to the generality of Clause 3.1, the Project Manager shall use the skill, care and diligence referred to in Clause 3.1 to see that no material generally known to be deleterious or listed below will be specified for use in the Exhibition or will be used in its construction:

3.3.1 high alumina cement;

3.3.2 wood wool slabs used as a permanent shuttering;

3.3.3 calcium chloride in admixtures for use in reinforced concrete;

- 3.3.4 asbestos products;
 - 3.3.5 sea dredged aggregates for use in reinforced concrete which do not comply with the current British Standards and aggregates for use in concrete which do not comply with the provisions of current British Standards;
 - 3.3.6 urea formaldehyde;
 - 3.3.7 clayboard used as a void former;
 - 3.3.8 materials which are generally composed of mineral fibres either manmade or naturally occurring which have a diameter of 3 microns or less and a length of 200 microns or less or which contain any fibres not sealed or otherwise stabilised to ensure that fibre migration is prevented;
 - 3.3.9 medium density fibreboard or other products giving off formaldehyde additives;
 - 3.3.10 UPVC materials;
 - 3.3.11 Any other materials generally known to be deleterious in the circumstances envisaged at the time.
- 3.4** The Project Manager shall be responsible for co-ordinating and integrating the services to be performed by the Consultants.
- 3.5** The Project Manager shall perform the Services in accordance with the Programme.
- 3.6** The Project Manager shall comply with and shall ensure compliance by his employees, agents and sub-consultants with:
- 3.6.1 the Statutory Requirements;
 - 3.6.2 any Codes of Practice, Guidance Notes and Recommendations for the time being in force and approved by the Health and Safety Commission or published by the Health and Safety Executive;
 - 3.6.3 any controls over pollution in connection with the Exhibition (including, but without limitation to, the disposal of waste);
 - 3.6.4 the Joint Code of Practice on the Protection from Fire on Construction Sites and Buildings Undergoing Renovation (current edition) published by the BEC, the Loss Prevention Council and the National Contractors' Group;
 - 3.6.5 any rules and regulations issued by the Contractor governing the conduct of work on the Site;

3.6.6 Any rules and regulations issued by the Client governing the conduct of work on the Site.

3.7 The Project Manager shall perform all the functions and duties of the CDM Co-ordinator for the Exhibition as defined in the CDM Regulations and having regard to the provisions of the Health and Safety Commission's Approved Code of Practice in relation to the Regulations, including, but without limitation to, the functions and duties referred to in Appendix 2. The Project Manager warrants that it is competent to act as Planning Supervisor for the Exhibition and that it has and will continue to allocate adequate resources to enable it fully to perform all the functions and duties of the CDM Co-ordinator under the CDM Regulations. If in the reasonable opinion of the Client, the Project Manager fails to perform the functions and duties of the CDM Co-ordinator, the Client may employ a third party or parties to undertake such functions and duties under this remit and may deduct the additional cost of employing such third party or parties together with any other damages, losses and expenses incurred by reason thereof from any amounts due to the Project Manager under this Agreement. On such instruction from the Client, the Project Manager shall hand over all documents relating to the performance of the functions and duties of the CDM Co-ordinator as appropriate including, without limitation, the health and safety plan and the health and safety files prepared in connection with the Exhibition, to the Client or to any such third party.

4 Design Brief

The Client will give to the Project Manager its Outline Brief for the Exhibition and the Project Manager will return to the Client the detailed comments on it. Once the Programme and Cost Plan have been agreed with the Consultants in accordance with Clause 2, the Client and the Project Manager shall agree the Design Brief which shall then be the Design Brief for the Exhibition. The Project Manager shall perform the Services in respect of the Exhibition having due regard to the provisions of the Design Brief but not so as to exclude the exercise of independent judgement on the part of the Project Manager. The Project Manager shall notify the Client of any departure from the Design Brief. Nothing contained in the Design Brief shall relieve the Project Manager from any of his obligations to the Client under this Agreement.

5 The Contract

The Project Manager shall as part of the Services, advise the Client on the proposed form of Contract to be entered into with the Contractor. The Project Manager shall be deemed to be aware of and to have taken full account of all the undertakings and obligations of the Client

contained in the Contract. The Project Manager shall so perform the Services as not to cause any breach of the obligations owed by the Client to the Contractor.

6 Project Manager's Personnel

6.1 The persons named in Appendix 1 or any replacements made with the prior approval of the Client, which shall not be unreasonably withheld or delayed, shall carry out the functions respectively allocated to them in Appendix 1.

6.2 The Project Manager shall not remove the persons named in Appendix 1 or any replacement approved by the Client under Clause 6.3 without the consent of the Client. The Client shall be entitled to require the removal from the performance of the Services of any persons employed by the Project Manager whose performance is, in the opinion of the Client, unsatisfactory. The Client's decision shall be final.

6.3 In the event that any of the persons named in Appendix 1 or any replacement previously approved pursuant to this Clause 6.3 is removed in accordance with Clause 6.2, the Project Manager shall replace such person with a person of at least the same experience and expertise whose identity shall be subject to the prior approval of the Client.

6.4 The Project Manager shall appoint the resident Site staff as may be necessary identified in, and for the periods prescribed by, Appendix 1 or, subject to the prior written approval of the Client any further resident site staff as may be necessary to ensure the proper performance by the Project Manager of the Services or as may be required by Appendix 1.

6.5 The Client shall have the right to require the Project Manager to appoint additional persons to perform Services if this is in the Client's reasonable opinion necessary for the proper performance of the Services and no addition shall be made to the Fee in respect of the same.

7 Costs and Funding

7.1 The Fee is inclusive of all expenses and disbursements incurred by the Project Manager in the performance of the Services except for the costs of travel outside of the M25 motorway, overseas travel and accommodation wholly and necessarily incurred by the Project Manager provided that the Client shall have in each case previously authorised the Project Manager to incur the same.

8 Project Manager's Authority

8.1 The Project Manager shall not, without the prior written approval of the Client:

- 8.1.1** make or instruct any variation to the design of any part of the Exhibition which has been previously approved or agreed by the Client or the Project Manager;
- 8.1.2** Except in an emergency, issue or authorise the issue of any instruction under the Agreement which would or might increase the cost to the Client of the Exhibition by more than £500 per instruction. In any event the aggregate increase in respect of instructions issued under this sub-clause 8.1.2 (other than those which have been separately approved by the Client in accordance with this paragraph 8) shall not exceed 60% of the contingency sum in the agreed Cost Plan.
- 8.1.3** Issue or authorise the issue of any instruction under the Agreement which would or might delay completion of the Exhibition beyond the date or dates in the Programme;
- 8.1.4** appoint the Contractor, or any consultant, specialist or other party on behalf of the Client;
- 8.1.5** settle any claim of any kind under the Contract, agree any amendment to the Terms and Conditions of the appointment of any of the Consultants or the Contract with the Contractor or the waiver of strict compliance by any of them with their obligations;
- 8.1.6** enter into any contractual or other commitment on behalf of the Client whether pursuant to a Letter of Intent or otherwise;
- 8.1.7** give notice of intention to terminate the employment of the Contractor;
- 8.1.8** Delegate any of the duties ascribed or delegated to the Project Manager under any contract entered into by the Client in respect of the Exhibition.

Where the Project Manager seeks the Client's approval under this Clause it shall first consult the other Consultants as appropriate to obtain their views. All approvals under Clause 8.1 shall be given by the Project Manager in writing or, if given by the Client orally, shall be confirmed in writing within five Workings Days.

- 8.2** Notwithstanding the provisions of Clause 8.1, the Client may from time to time authorise the Project Manager in writing to incur expenditure on the Client's behalf up to a specified limit and subject to particular conditions.
- 8.3** No approvals, comments or consents from the Project Manager or the Client shall in any way relieve the Project Manager of its obligations under this Agreement.

9 Client's Duties and Project Manager

- 9.1** The Client shall supply to the Project Manager all necessary information and documentation in the possession of the Client which is relevant to the Services.
- 9.2** The Client shall engage the Consultants to provide professional services as specified in Appendix 1.

10 Professional Indemnity Insurance

- 10.1** The Project Manager shall effect a professional indemnity policy for a figure of not less than the amount stated in Appendix 1 in respect of each and every claim (without aggregate limit), and shall maintain such insurances for a period of 6 months from end of Demolition and Re-instatement. The Project Manager shall immediately inform the Client if such insurances cease to be available at commercially reasonable rates. As and when reasonably requested to do so by the Client, the Project Manager shall produce for inspection documentary evidence that such insurances are being maintained. If at any time the Project Manager shall fail to provide for inspection documents evidencing that such insurance is being maintained within five Working Days of the Client's request so to do, the Client may itself insure and recover the costs of so doing from the Project Manager.

11 Payment

- 11.1** The Client shall pay to the Project Manager the Fee for the Exhibition by instalments as provided in Appendix 1.
- 11.2** The Client shall pay to the Project Manager an addition to the Fee in respect of Additional Services as instructed in writing by the Client. Such addition sum shall be agreed prior to compliance with the instruction or, failing such agreement, on a time charge basis on presentation to the Client of fully detailed and satisfactory time sheets at the rates set out in Appendix 1.
- 11.3** In the event that the Exhibition is not completed within the Programme and any such delay is not due to the negligence, omission or default of the Project Manager the Client shall pay to the Project Manager an additional sum in respect of staff resident full time at Site as a result of such delay. Such payment shall be a sum agreed between the Client and the Project Manager or failing agreement at the rates set out in Appendix 1. No other adjustment shall be made to the Fee as a result of any delay in the completion of the Exhibition, save as provided in Clause 11.2.

- 11.4** If the Client instructs an omission from the Services and/or the Exhibition, a fair and reasonable reduction in the Fee shall be made. The Client shall then recalculate the instalments so that the balance of the Fee due after the deduction of amounts already paid shall be paid in appropriate instalments consistent with the Services remaining to be performed.
- 11.5** The Project Manager shall submit to the Client accounts from time to time as and when any sums become due to the Project Manager under this Agreement (but not more frequently than monthly) showing any instalments of the Fee which are due, any costs incurred by the Project Manager under Clause 7.1 in the immediately preceding month and other sums due to the Project Manager under this Agreement, less any sums previously paid by the Client on account of such items. Such accounts shall comply with the Client's invoicing instructions and shall be supported by such documents, vouchers and receipts as may be necessary to support the amounts stated in them. The Project Manager shall supply to the Client with such accounts, evidence in such form that the Client may require that all amounts properly due to any Sub-Consultant to date have been paid in accordance with the Sub-Consultant's appointment.
- 11.6** The Client shall pay the Project Manager all sums properly due under this Agreement within 30 days of agreement of such accounts.
- 11.7** The Client shall pay to the Project Manager the total amount of Value Added Tax properly chargeable on the supply to the Client of any goods or services under this Agreement upon receipt of a tax invoice in accordance with Regulation 12 Valued Added Tax (General) Regulations 1985 or any amendment or re-enactment thereof.

12 Copyright and Confidentiality

- 12.1** Copyright in the Material shall remain vested in the Project Manager, but the Project Manager hereby grants to the Client an irrevocable, royalty-free, non-exclusive licence to copy and use the Material for any purpose whatsoever relating to the Exhibition, or for any further exhibition which the Client wishes to execute at the Site including, but without limitation to, the construction, completion, reconstruction, reinstatement, modification, extension, maintenance, repair, letting, sale, advertisement or use of the Exhibition. Such licence shall be capable of sub-licence and transfer by the Client. The Project Manager shall not be liable to the Client or any sub-licensee or transferee, for any use of the Material for any purpose other than that for which the same was prepared or provided by the Project Manager.

12.2 The Project Manager shall not during his engagement hereunder, (save to essential employees in the proper course of his duties), or at any time after its expiry or termination, for any reason disclose to any person any confidential information (including, but without limitation to, the content of any documents, including the Design Brief, and any legal agreements, prepared by or on behalf of the Client, all of which is hereby acknowledged by the Project Manager as being secret and confidential) which he may acquire during this Agreement. The Project Manager shall ensure that only the minimum number of members of its staff, and external parties, except where authorised by the Client, shall have copies of or access to any information in the possession of the Project Manager, which shall be kept in a secure and safe place at all times, except as may be necessary for the performance of the Services. The Project Manager shall ensure that all such persons having access to such information are aware of these obligations.

13 Assignment

13.1 The Client shall be entitled to assign or transfer all or any of the benefit of this Agreement or all or any of its rights arising under or out of this Agreement at any time without the consent of the Project Manager being required and the Client shall forthwith deliver notice of any such assignment or transfer to the Project Manager.

13.2 The Project Manager shall not purport to assign or transfer any right or obligations to any person without the Client's prior written consent.

14 Termination

14.1 The Client may terminate or suspend the Project Manager's engagement hereunder in respect of all or any part of the Exhibition at any time forthwith by notice in writing to the Project Manager.

14.2 Following a suspension of the Services under Clause 14.1 the Client may at any time require the Project Manager to resume the performance of the Services so suspended in accordance with this Agreement and any payments made under Clause 14.5 shall be treated as payments on account of the Fee.

14.3 If, following a suspension of the Services under Clause 14.1, the Client shall not have required the Project Manager to resume the performance of any of the Services under Clause 14.2 within 12 months of the date of the suspension then the Project Manager may thereafter forthwith terminate his engagement under this Agreement by notice in writing to the Client.

- 14.4** If the Client shall be in material or persistent breach of its obligations under this Agreement and shall fail to remedy the same after receiving four weeks' notice from the Project Manager specifying the breach and requiring its remedy, then the Project Manager shall be entitled forthwith by written notice to the Client to terminate his engagement hereunder.
- 14.5** Upon any termination or suspension of the Project Manager's engagement under this Agreement in respect of all or any part of the Exhibition, the Project Manager shall deliver to the Client all Material prepared by the Project Manager or in the Project Manager's possession in relation to the same. Except where the Project Manager was in breach of this Agreement at the date of any termination by the Client under Clause 14.1 the Client shall pay to the Project Manager any instalments of the Fee, and any other amounts which have accrued due prior to the date of termination or suspension together with a proportion of the next following instalment of the Fee commensurate with the Services properly performed in respect of the Exhibition up to the date of termination or suspension. Where the Project Manager was in breach of this Agreement at the date of any termination, the rights and liabilities of the Project Manager and the Client shall be the same as if the Project Manager has repudiated this Agreement and the Client had by its notice elected to accept such repudiation.
- 14.6** Any termination of the Project Manager's engagement under this Agreement shall be without prejudice to either Party's rights and remedies accrued up to the date of termination.

15 Notices

- 15.1** Any notice required to be given by either Party shall be in writing and service shall be effected either:
- 15.1.1** personally when service shall be deemed effective on delivery;
 - 15.1.2** By first class recorded delivery post when service shall be deemed effective on the day after posting.

16 Dispute Resolution

- 16.1** Any dispute or difference arising out of or under this Agreement shall be referred to arbitration by a person to be agreed between the Parties or, failing agreement within 14 days after either Party has given to the other a written request to concur in the

appointment of an arbitrator, a person to be nominated at the request of either Party by the President of the Chartered Institute of Arbitrators.

- 16.2 If any dispute or difference to be referred to arbitration under this Agreement raises issues which are substantially the same as or connected with issues raised in a related dispute between the Client and the Contractor or the Client and any of the Consultants, and if such related dispute has already been referred for determination to an arbitrator, the Client and the Project Manager hereby agree that the dispute or difference under this Agreement shall be referred to the arbitrator appointed to determine the related dispute and that such arbitrator shall have power to make such directions and all necessary awards in the same way as if the procedure of the High Court as to joining one or more defendants or joining co-defendants or third parties was available to the Parties and to him, save that the Client or the Project Manager may require the dispute or difference under this Agreement to be referred to a different arbitrator (to be appointed under this Agreement) if either of them reasonably consider that the arbitrator appointed to determine the related dispute is not appropriately qualified to determine the dispute or difference under this Agreement.

17 Miscellaneous

- 17.1 This Agreement shall be governed by and construed in accordance with English law.
- 17.2 This Agreement supersedes any previous agreements between the Parties in respect of the Services, and no variation of this Agreement after the date hereof shall be made except with the written consent of the Parties provided that this shall be without prejudice to the Client's rights to issue instructions varying the Exhibition and/or the scope of the Services.
- 17.3 Notwithstanding anything elsewhere in this Agreement, nothing contained in herewith is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for Contracts (Rights of Third Parties) Act 1999.
- 17.4 Neither Party shall be liable to the other by reason of any breach of this Agreement, breach of statutory duty or negligence for any loss of profits, loss of contracts, loss of markets or loss of opportunity that that may be suffered by the other Party in connection with the Agreement.
- 17.5 For the purposes of this Agreement, where an act is required to be done within a specified period or from a specified date, the period begins immediately after that date. Where the period would include Christmas Day, Good Friday or a day which under the Banking and

Financial Dealings Act 1971 is a bank holiday in England and Wales, that day should be excluded.

- 17.6** The Project Manager shall not purport to assign to transfer any right or obligations to any person without the Client's prior written consent, such consent not to be unreasonably withheld.
- 17.7** The Project Manager shall indemnify the Client against all claims, proceedings, actions, damages, legal costs (including, but not limited to legal costs and disbursements on a solicitor and client basis), expenses and any other liabilities arising from or incurred by the use of the Project Manager, in the performance of the Agreement, or the use by the Client following delivery by the Project Manager, of any Material which involves any infringement or alleged infringement of the Intellectual Property Rights of any third party.
- 17.8** The failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy. No waiver shall be effective unless it is communicated to the other Party in writing. A waiver of any right or remedy arising from a breach of Agreement shall not constitute a waiver of any right or remedy arising.

In witness whereof the Parties hereto have executed this Agreement the day and year first before written.

Executed and delivered

As a Agreement by THE BOARD OF TRUSTEES OF
THE VICTORIA AND ALBERT MUSEUM and

Signed accordingly by:-



Head of Exhibitions (V&A)

Executed and delivered
As an Agreement and
Signed accordingly by:-

Flemming Associates Ltd

Print Name:

Title:

Appendix 1 Project Details

1 The Consultants are:

The Exhibition Designer, lead consultant and graphics designers are:

- David Bowie: TBC
- Tudors and Stuarts: TBC

2 The persons referred to in Clause 6.1 and their respective functions are as follows:

██████████ Project Manager and Quantity Surveyor

██████████ Project Manager and Quantity Surveyor

██████████ CDM Co-ordinator

3 Management attendance as necessary is required and included in the Fee. The Fee for the Bowie Exhibition is the firm lump sum Fee of: **Twenty Two Thousand Pounds (£22,000)**

The Fee for the Tudors and Stuarts Exhibition is the firm lump sum Fee of: **Fifteen Thousand Pounds (£15,000).**

4 The Fee shall be payable in monthly instalments for work complete to date.

If in the opinion of the Client, it becomes apparent that the progress of the Exhibition is not in accordance with the Programme, instalments of the Fee shall be recalculated so that the balance of the Fee within each work stage after deduction of amounts already paid shall be paid in appropriate instalments consistent with the Services remaining to be performed.

This process shall be repeated in the event of any subsequent delays to the completion of the Exhibition.

5 The rates referred to in Clause 11.2 are as set out below:

Category of Staff	Rate per hour £
Project Manager and Quantity	█
Surveyor	

6 The amount of professional indemnity insurance referred to in Clause 10 is [*£2,000,000*] for each and every claim (without aggregate limit).

7 The Client's address and numbers for service are as follows:

Address: The Board of Trustees of the Victoria and Albert Museum.
Victoria and Albert Museum
London SW7 2RL

Facsimile No.: █

For the attention of: █

The Project Manager's address and numbers for service are as follows:

Address: Flemming Associates Ltd, 8 Milton Road, Uxbridge ,
Middlesex , UB10 8NQ

Telephone: 01895 630851

For the attention of: █

8 **IMPORTANT - Please quote the following V&A references on all invoices:**

V&A Purchase Order number:

- David Bowie: █
- Tudors and Stuarts: TBC

Appendix 2

Services

For ease of reference, the Services have been divided into various stages (in line with the RIBA Plan of Work) as hereinafter provided, but such division is not intended to and shall not limit or affect the Project Manager's obligation generally to provide the Services as and when from time to time may be necessary or appropriate for the proper and timely completion of the Project.

PLEASE NOTE: The Project Manager shall act as the Contract Administrator on behalf of the Client in issuing instructions and certificates (interim payments, completion etc) to the Contractors.

The Project Manager is required to oversee the design process to ensure drawings/design information are produced on time and compliant with the clients requirements during all of the design stages. Changes to scope are to be identified as soon as practical.

The Project Manager is required to ensure all clients comments are incorporated into the design by the design/contractor team and ensure that design information is disseminated amongst the Consultants and Contractors to prevent abortive work.

Work Stages A and B - Inception and Feasibility

- (i) Discuss and review with the Client its objectives, goals and requirements and establish the Project's general feasibility.
- (ii) Develop a strategic plan for the realisation of the Project, identifying the likely timescale, target dates and indicative costs.
- (iii) Obtain details of the Clients organisational structure as it will relate to the Project.
- (iv) Provide such information and assistance as the Client may require in negotiating the closure or diversion of any utilities over the Site.
- (v) Provide preliminary advice to the Client on any environmental issues which may affect the Site.
- (vi) Make detailed recommendations to the Client and assist it in the appointment of Consultants, and any specialist designers. Check any references provided, organise interviews and prepare weighting tables.
- (vii) Assist in preparing, negotiating and agreeing the terms of each such appointment including fee provisions and limits on authority for each Consultant.

- (viii) Issue instructions to each of the Consultants in relation to the Project on the Clients behalf as necessary in connection with the services they are to perform.
- (ix) Establish efficient and effective lines of communication and procedures for the co-ordinated exchange of information between the Project Manager, the Consultants, and the Client.
- (x) Advise the Client of any breach by any of the Consultants of any of their obligations in relation to the Project.
- (xi) Discuss and interpret the Client's goals and requirements with the Consultants and co-ordinate the preparation of the Design Brief.
- (xii) Update of the cash flow forecast throughout the duration of the project.
- (xiii) Check and advise the Client of the adequacy of the professional indemnity insurances of the Consultants. Arrange any necessary further checks.
- (xiv) Prepare with the Client the initial draft Master Programme and the Project Control Plan; ensure that the same are agreed with the Consultants.
- (xv) Carry out any of the General Services that may be necessary or required from time to time.

Works Stages C and D - Outline Proposals and Scheme Design

- (i) Provide such information and assistance as the Client may reasonably require in negotiating all planning agreements with the relevant planning authority as required to enable permissions to be granted.
- (ii) Assist in making recommendations for economies in terms of cost and time which may be made provided they are consistent with the Client's goals and requirements as stated in the Design Brief and are of sound construction practice.
- (iii) Comment as necessary to the Client and the Consultants upon the selection, availability and price of materials, building systems and equipment.
- (iv) Comment as necessary to the Client and the Consultants on space planning, leasing and operational and maintenance costs.
- (v) Receive the Client's cost management system; report costs in the format required by such system throughout the Exhibition.
- (vi) Prepare an outline Cost Plan including the estimated cost and timetable for the Exhibition based on the design prepared by the Consultants for the Client's approval and submit the

same to the Client for agreement. Prepare procedures for the Cost Planning and control of the Exhibition in conjunction with the Consultants.

- (vii) Review with the Client alternative design and construction approaches and cost implications;
- (viii) Advise the Client if at anytime the cost might reasonably be expected to exceed the budget;
- (ix) Provide cost information to the Consultants for the purposes of establishing a scheme design.
- (x) Assist the Consultants to do all that is reasonably necessary to satisfy the requirements of local and statutory authorities and statutory undertakers and other bodies having jurisdiction over the Project.
- (xi) Assist in advising the Client of any cost implications of such requirements and in suggesting to the Client and the Consultants possible alternative design solutions.
- (xii) Carry out any of the General Services that may be necessary or required from time to time.

Work Stage E - Detailed Design

- (i) Report on the design scheme for the Exhibition prepared by the Consultants;
- (ii) Issue instructions to the Consultants on the Client's behalf to ensure that any "conditions" attached to the planning permission based on the Design Brief are resolved (e.g. performance licences).
- (iii) Provide such information and assistance as the Client may reasonably require in relation to the making and negotiation of any appeals required by the Client and to take all necessary steps in connection therewith.
- (iv) Assist in making recommendations for economies in terms of cost and time which may be made provided they are consistent with the Client's goals and requirements as stated in the Design Brief and sound construction practice.
- (v) Monitor the development of the design to ensure compliance with the Design Brief and any relevant codes of practice and any statutory requirements.
- (vi) Oversee the design process to ensure Material is produced on time and compliant with the Client's requirements during all of the design stages. Changes to scope identified as soon as practical.

- (vii) Ensure all clients comments are incorporated into the design by the design/Contractor team.
- (viii) Ensure that design information is disseminated amongst the Consultants and Contractors to prevent abortive work.
- (ix) Advise the Client if at any time the cost might reasonably be expected to exceed the budget.
- (x) Ensure that advance orders are placed with local and statutory authorities and statutory undertakers as necessary so that completion of the Project is not unreasonably delayed.
- (xi) Prepare and update the Programme when necessary and circulate to the Client and Consultants.
- (xii) Carry out any of the General Services that may be necessary or required from time to time.

Work Stages F to J - Production Information, Bills of Quantities and Project Planning

- (i) On the basis of the Material prepared by the Consultants prepare bills of quantities, schedules of rates and other pricing documents for inclusion in the tender enquiry documents. Assemble Invitations to Tender for the Consultants and the Client.
- (ii) Submit to the Client lists of suitable Contractors from whom bids may be invited. Appraise references and resources of each bidder and attend to discuss with the Client and Consultants the results of any interviews with proposed bidders.
- (iii) Recommend to the Client, the most effective bidding procedures having regard to the time available and the quality and cost.
- (iv) Receive the first draft of the bid documentation for each trade element and check to ensure the efficacy and completeness of the various documents.
- (v) Prepare and deliver to the Client a bid report. With the Consultants as appropriate analyse the bids received in detail and issue to the Client a written bid placing report setting out such analysis of the bids and recommending a Contractor with whom the Client should enter the Contract or, if they cannot jointly so recommend, the written bid placing report shall set out the recommendations of each of the Consultants and the reasons for such recommendations.
- (vi) Ensure that the Contract, deeds and bonds required by the bid documents are properly executed and completed.
- (vii) Carry out any of the General Services that may be necessary or required from time to time

Work Stages K, L and M - Operations on Site and Completion

- (i) Ensure that a suitable safety and Industrial Relations Policy for the Site is established and enforced. Agree schedule of condition of galleries/Site with Contractor.
- (ii) Manage performance of the Client's duties and obligations under the Contract from time to time as may be necessary and ensure that the same are performed as required by the terms of the Contract, provided the Project Manager shall not be obligated to pay any money or incur any financial obligation in connection therewith.
- (iii) Make proposals to the Client for issuing instructions where the Project Manager thinks that the same would be desirable.
- (iv) Implement quality control procedures.
- (v) Give directions in respect of the handling of materials and goods at the Site.
- (vi) Attend site progress meetings; prepare and circulate minutes of such meetings.
- (vii) Assist in resolving any day-to-day queries and disputes on the Site.
- (viii) Make visits as reasonably necessary to the premises of the Contractor and suppliers whether the same are located in the United Kingdom.
- (ix) Prepare valuations, as may be required by the provisions of the Contract; advise on the cost implications of any proposed variations and on other matters relating to the Services as requested by the Client; report to the Client on and approve all applications for payment, invoices and other like documents submitted by the Contractor.
- (x) Ensure that all "daywork" claims under the Contract are properly settled and agreed.
- (xi) Calculate and approve all fluctuations and other amounts in respect of increases in costs to be certified pursuant to the terms of the Contract.
- (xii) Monitor and report to the Client at monthly intervals until the issue of the Final Certificate under the Contract on expenditure and progress in relation to the Cost Plan and the Programme. Inform the Client immediately if the expenditure or progress has or may reasonably be anticipated as likely to exceed the Cost Plan and/or the Programme.
- (xiii) Advise on the desirability of making payment for off-Site goods and materials. Assist the other Consultants in valuing the same.

- (xiv) Make recommendations to the Client, from time-to-time as may be necessary or appropriate, of any actions which the Client should take in relation to the Contractor including, but without limitation to, the making of any bonus or ex gratia payment or the calling of any bond.
- (xv) Monitor performance by the Consultants and the Contractor and immediately report to the Client any delay by any of them which might reasonably be expected to result in any delay to the Programme. Revise the Programme accordingly and submit the same to the Client for agreement.
- (xvi) When appropriate, make proposals for the acceleration or postponement of all or any part of the Contract.
- (xvii) Agree procedures with the Client for submitting applications and certificates and for resolving any mistakes and queries which may arise in connection with them and to comply with such procedures.
- (xviii) Advise the Client on the status of the Contractor for the purposes of Finance (No. 2) Act 1975 or statutory modifications or re-enactments thereof.
- (xix) Advise the Client of any deductions which the Project Manager recommends the Client should make from any such application or certificate in respect of any breaches by the Contractor.
- (xx) Provide to the Client detailed monthly written reports on progress, cost and performance by each of the Consultants and the Contractor. Answer any comments and queries on such reports.
- (xxi) After consultation with the Client prepare an Access Regime that will allow the Client to commence fitting out of certain areas of the Site concurrently with the completion of work to other areas of the Site.
- (xxii) Negotiate and agree the settlement of final accounts of the Contractor.
- (xxiii) Monitor the rectification of any defects during the Defects Liability Period and the final inspection of the Project at the end of that period.
- (xxiv) Assist the Client in the preparation, submission and settlement of all insurance claims.
- (xxv) Monitor the procedures proposed by the Consultants for issuing practical completion certificates in respect of the Contract.

- (xxvi) Ensure that the procedures for issuing such certificates and for agreeing snagging lists contained in our agreements with funders or tenants are properly implemented.
- (xxvii) Use best endeavours to procure operating and maintenance manuals and “record” and “as built” drawings in good time. Prepare an operations manual for the Client and check that the health and safety file is properly prepared and delivered.
- (xxviii) Do all that may be reasonably required to monitor and assist the execution of any fitting out works carried out by others and do all that may reasonably be required by the Client to monitor the costs of work to be executed by others which is omitted from the Contract.
- (xxix) Carry out any of the General Services that may be necessary or required from time to time.

Work Stage N - Hand Over

NOT REQUIRED

Work Stage O - Graphics and Object Installation

NOT REQUIRED

Work Stage P - Object Removal

NOT REQUIRED

Work Stage - Q - Maintenance During Run of Exhibition Work

NOT REQUIRED

Stage R - Demolition

- (i) Agree schedule of condition with Contractor before and after demolition;
- (ii) Attend demolition and re-instatement as required;
- (iii) Visit Site and issue brief report on condition;
- (iv) Sign off Works.

General Services

- (i) On appointment undertake a thorough review of all elements and all aspects of the Project, including all work undertaken by the Consultants and the Client.
- (ii) Keep accurate records of all correspondence, minutes of meetings and any other documentation issued by or sent to the Project Manager in connection with the Project and make the same available for inspection as and when required by the Client and provide copies as requested.
- (iii) Assist in resolving, so far as reasonably practicable, any disputes which arise between the Consultants, and/or the Contractor and conduct any negotiations which may be necessary to resolve the same in close consultation at all times with the Client with a view to achieving speedy and economically sensible settlement.
- (iv) Perform such other duties as may reasonably be required by the Client to secure the completion of the Project provided that they are not inconsistent with this Deed.
- (v) Print, reproduce or purchase all documents; drawings, maps, photographs and other records necessary for the proper performance of the Services.
- (vi) Carry out such further or other cost exercises or appraisals as the Client may from time to time require (in addition to those mentioned above) in connection with the Project and report to the Client in relation thereto;
- (vii) Provide information to the Consultants and to the Contractor from time to time as may be necessary to enable them to carry out their respective duties;
- (viii) Give to the Client and the representatives of any funding body at least five days prior notice of and invite the Client to attend all meetings called by the Project Manager in relation to the Project; attend all meetings called by the Client, and the Consultants in relation to the Project;
- (ix) Keep full and proper records of all meetings and negotiations attended or conducted by the Project Manager and make the same available for inspection by the Client forthwith on request;

CDM Co-ordinator

- (i) Prepare a Health and Safety Plan (as defined in the CDM Regulations).

- (ii) Prepare a Health and Safety File (as defined in the CDM Regulations) in respect of each structure comprised in the Exhibition.
- (iii) Advise on whether the Exhibition is notifiable as defined in the CDM Regulations. If it is, give the notice referred to in regulation 7 of the CDM Regulations.
- (iv) Give adequate advice and, by requested to the Contractor, on the competence of any designer to be appointed to prepare a design of all or any part of the Exhibition and on the adequacy of any such designer's resources to enable him to comply with the CDM Regulations.
- (v) Give adequate advice on the competence of any Contractor to be appointed to carry out or manage any construction work forming all or any part of the Exhibition, and on the adequacy of resources of any such Contractor's resources to enable it to comply with the CDM Regulations.
- (vi) Give adequate advice to ensure that the Construction Phase of the Exhibition does not start until a Health and Safety plan complying with regulation 15(4) has been prepared.
- (vii) Deliver the Health and Safety File(s) as referred to in regulation 14(f) of the Regulations in a form agreed.
- (x) Regularly monitor and review the design of and the procurement processes for the Exhibition and/or the proposals for the same in respect of Health and Safety matters. Report regularly including, but without limitation to, any recommendations for changes to the design and/or the said processes to minimise Health and Safety risks.
- (xi) Advise the Client on the appointment of "the Principal Contractor" including, but without limitation to, the competence and adequacy of resources for such function and duties of any person that the Client may consider for such role.
- (xii) After commencement of the Construction Phase as defined in the CDM Regulations, advise "the Principal Contractor" with regard to appropriate adaptations of the Health and Safety Plan in the light of any further design work carried out during the Construction Phase.
- (xiii) Carry out a final review and report to the Client on the Health and Safety documentation for the Project including, but without limitation to, the Health and Safety File, immediately prior to delivery of the same.

Appendix 3

The Additional Services

The Client may from time-to-time instruct the Project Manager in writing to carry out any of these Additional Services:

- (i) Modify and review any document prepared in whole or in part by the Project Manager following any instructions from the Client.
- (ii) Provide advice and assistance to the Client in the submission of and settlement of any substantial claims pursuant to the Project insurances.
- (iii) Provide such services as may be necessary if at any time before the completion of the Project or any part thereof any materials, plant or equipment whether incorporated in the Project or not shall be materially damaged or destroyed.
- (iv) Provide such assistance as the Client may reasonably require in pursuing each and every remedy which the Client may have against the Contractor or the Consultants following the issue of any writ or notice of arbitration, provided the Project Manager is not otherwise a party to such proceedings.
- (v) Provide such assistance as the Client may reasonably require in defending any claim made against it by the Contractor following the issue of any writ or notice of arbitration provided the Project Manager is not otherwise a party to such proceedings.