

**CONDITIONS OF
ENGAGEMENT**

**LAYTOE
STRUCTURAL
ENGINEERING**

75 Broughton Street, Battersea,
London, SW8 3QB

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OFFICE@LAYTOE.CO.UK**

CONDITIONS OF ENGAGEMENT

1. GENERAL

Laytoe Conditions of Engagement shall be ACE (Association of Consultancy and Engineering) appropriate to the appointment, except as modified by the following conditions and the accompanying letter. A copy of ACE Agreements and full Terms and Conditions are available for inspection in our offices or in soft copy upon request by the Client.

1.01 These Terms and Conditions constitute the whole Agreement between the parties relating to the Project and supersede any previous agreement (whether oral or in writing).

1.02 No amendment, waiver or variation of these Terms shall be binding unless made in writing and signed by both parties.

1.03 A person who is not a party to these Terms may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

1.04 Any notice required to be given to Laytoe Ltd shall be in writing, and the address for service is 75 Broughton Street, London, SW8 3QB.

1.05 Any notice must be served either personally or by recorded delivery (in both cases, service shall be effective on delivery).

1.06 These Terms and the Fee Letter shall be governed by English law.

1.07 These Terms should be read in conjunction with Laytoe Ltd fee proposal letter to the Client ("Fee Letter"), which sets out the details of the Project ("Project"), the services Laytoe Ltd are to perform ("Services"), Laytoe Ltd's fees, and any other Project-specific details of Laytoe Ltd's appointment.

2. SCOPE OF SERVICES

2.01 Unless stated otherwise, normal services apply, and Additional Services will only be undertaken by prior Agreement. The works on which we will be acting as the Consulting Engineer shall be foundations, sub-structure and super-structure unless agreed otherwise.

2.02 In performing the Services and discharging all its obligations under these Terms, Laytoe Ltd shall exercise reasonable skill, care and diligence.

2.03 Laytoe Ltd may perform such additional services as the Client may reasonably instruct, or as may be necessary for the event of an emergency without instruction. The Client shall pay an additional fee in respect of any additional services. Unless otherwise agreed, such fee will be:

- a) calculated by reference to the time charges set out below;
- b) included in the next Invoice following the performance of the additional service to which it relates, and,
- c) paid in accordance with the terms set out below.

2.04 Laytoe Ltd shall have the authority to act on behalf of the Client in relation to the Services.

2.05 The Client shall provide to Laytoe Ltd all relevant information Laytoe Ltd needs to carry out the Services, and Laytoe Ltd shall be entitled to rely on such information.

2.06 Laytoe Ltd shall be entitled to appoint one or more sub-consultants to perform part of the Services without the Client's consent.

3. STRUCTURAL REPORTS

Our Structural Reports is not 'A Full Building Survey' in accordance with the conditions of engagement of the Royal Institute of Chartered Surveyors (RICS).

3.0 Inspections Type

3.01 SPECIFIC STRUCTURAL INSPECTION (SSI)

This inspection is issued in response to concerns raised by a survey carried out by a member of a professional body. An SSI is restricted to visual observations of the matters, concerns, or problems stated in the survey; our SSI report will respond solely to one crack or issue within the property.

3.02 GENERAL STRUCTURAL INSPECTION (GSI)

A Laytoe structural engineer will inspect the condition and adequacy of most of the accessible load-bearing elements in a property. Laytoe Ltd visually inspects the condition of the floors, load-bearing walls (internal and external), lintels, beams and columns. Laytoe Ltd also observes trees and shrubs that may affect the property's foundations.

The Report will detail and comment on the condition of any issues of concern arising from the inspection. Laytoe Ltd will highlight the structural defects observed by our Engineer and any concerns raised by the Engineer. Our Report will recommend remedial advice or outline any further investigation that may be needed.

3.03 COMPREHENSIVE GENERAL STRUCTURAL INSPECTION (CGSI)

In addition to the areas inspected in a Standard GSI, this inspection includes a visual assessment of the roof structures, cellar and outbuildings. We will also carry out a visual assessment of all internal alterations and compliance with Building Control requirements.

Our Comprehensive GSI report will detail and comment on the condition of any issues of concern arising from the inspection. Laytoe Ltd will highlight the structural defects observed by our Engineer and any concerns raised by the Engineer. Our Report will recommend remedial advice or outline any further investigation that may be needed.

3.1 REPORT AND CALCULATION PACKAGE

3.1.01 Our services will be limited to an investigation of the problem(s) specified. By 'investigation' or 'investigations' we mean, and may include, the following: archive research, interviewing persons or organisations, making exploratory holes or excavations, opening up or taking apart, taking samples, undertaking tests, and any other activities necessary to determine the extent and cause of the problem.

3.1.02 Investigation work may cause damage – particularly to finishes and decorations. If the Client instructs Laytoe Ltd to carry out any investigation work, this will indicate to us that the Client has all the necessary permissions (from the owners, tenants or freeholder of the property) for Laytoe Ltd to carry out the work. Laytoe Ltd is not responsible for covering the cost of repointing, repatched, cleaning, etc., caused during our inspection.

3.1.03 The Client should always obtain legal advice on matters involving an insurance claim and/or the sale or purchase of a property. Our Report does not address insurance or other legal issues.

3.1.04 Our Report should not be used in the same way as a pre-purchase survey. It should not be relied on as a statement of structural adequacy. It does not deal with the general condition of the building, decorations, services, timber, rot or infestation etc.

3.1.05 The Report should not be construed as an implied warranty in relation to structure. Laytoe Ltd will not be liable to any third parties or to the Client for any loss, consequential or otherwise, as a result of information given in this Report.

3.1.06 The Report is for the sole use of the Client. It must not be reproduced or transferred to any other third party without the express written consent of Laytoe Ltd.

3.1.07 A Laytoe report does not comment on decorations, services, roofing, joinery etc. Our inspection is limited to those parts of the property which could be seen from ground level within the boundaries of the property, the road to the front, and from various openable windows within the property.

3.1.08 Unless noted in the Report, we have not considered matters such as contaminated land, asbestos or other potentially hazardous materials. Nor have we considered high alumina cement or other potentially deleterious materials.

3.1.09 Our inspections will be carried out in a safe manner as advised by the Health and Safety Executive, and no undue risks will be taken. Roof areas will be limited to a head and shoulders inspection.

3.1.10 Where access to concealed, obscured or generally inaccessible areas (such as, but not limited to, lofts, voids, cellars and the like) is granted by a Client during a site visit and/or site inspection, the Client is responsible for ensuring adequate health and safety provisions and tools are in place. Laytoe is not liable for unforeseen consequences (such as, but not limited to, unobserved structural elements, inconclusive observation of structural elements, and displacement of and/or damage to structural and/or decorative elements) attributable to, or arising from, the absence of access equipment, sufficient lighting and ventilation during the inspection. The charge for a site visit is non-refundable once a site visit has been made; extra fees will be applied if another visit is required.

3.1.11 Roof inspections will normally be head and shoulders inspections unless we have been instructed to carry out a roof survey specifically. In such a case, we require the loft to be boarded or for safe access arrangements to be made for the inspection. In any scenario, Laytoe Ltd reserve the right not to enter old roof spaces as they are potentially unsafe.

3.1.12 During the inspection Laytoe Ltd would not open up areas, remove carpets, or move furniture.

3.1.13 Our Structural Survey will not cover items other than structural items, and any comments on matters non-structural are for information and may require specialist advice. For example, breach of damp proof course, damp, roof tile conditions, wood boring beetle or rot, drainage, rainwater goods, electrics, Planning and Building Regulation compliance are examples of matters not covered in our Report. Other than general comments, the inspection will not include the testing of any services to the property, nor will it consider the presence of any hazardous materials.

3.1.14 Our quotation fee is for attending the site, an inspection of the property under the conditions set out above, and considering findings and reporting thereon. This fee is based on the initial instruction received. Any further involvement required if the property is found to be more complex, additional site visits and further calculations or correspondence will be charged at our standard hourly rate, which is currently £120.00 – £200.00 plus VAT.

3.1.15 The Client's BCB is responsible for checking how the building work will be undertaken, thermal efficiency, suitability of products used and the structural integrity of the design. No steel sections or any other materials should be ordered prior to approval by the Client's Building Control Body.

4. INSURANCE

4.01 The Agreement sets out our liability as the Consulting Engineer to the limit of our total liability identified.

4.02 Laytoe Ltd shall secure and endeavour to maintain professional and public liability insurance to protect the Laytoe Ltd from claims for negligence, bodily injury, death, or property damage that may arise from the performance of Laytoe Ltd's services under this Agreement.

4.03 Laytoe Ltd shall maintain professional liability insurance coverages with limits of £1,000,000 aggregate. The policy's retroactive date must be not later than the date that Professional Services commenced under the terms of this contract, and Laytoe Ltd must continue to cover coverage for not more than two years after all Professional Services under the terms of this contract are completed.

4.04 No action or proceedings under or in respect to these terms and conditions shall be commenced against Laytoe Ltd if it is more than two years since the relevant work has been completed.

4.05 Laytoe Ltd shall, if requested in writing, issue a copy of the certificate confirming such insurance to the Client.

4.06 Notwithstanding anything to the contrary contained in these terms and conditions, but without prejudice to any of its provisions by which liability is excluded or limited to a lesser amount, the total liability of the Laytoe Ltd under or in connection with this Agreement, whether in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed three times the agreed fee for the scope of works on the Invoice. If no Invoice is available, it shall not exceed the level of professional indemnity insurance in place.

4.07 The liability of the company is limited to the design of the specific elements required and agreed upon in the quote. The company cannot be held responsible for other elements of the structure.

5. LIABILITY

5.01 After the calculation package has been submitted to the Client, Laytoe Ltd agrees to provide one revision, free of charge, within 30 days of the submission date (this revision needs to be requested by the Architect or Building Control officers only). Revisions or any other clarifications requested after the 30 days will be charged at an hourly rate of £120+VAT.

5.02 Laytoe Ltd assume that any construction and remediation work undertaken will be carried out in a single operation and that these deliverables can be provided in one package. Should it be necessary to provide advance/extra information to builders or to design out of sequence, we reserve the right to revise our fee to account for any further time commitments over and above those allowed for.

5.03 Laytoe cannot be held responsible for any decision made by an approved Building Control Officer; however, if queries are raised by the Building Control Officer relative to the specific Consultant's designed elements, they will be dealt with as quickly and efficiently as possible. Laytoe Ltd will charge the Client for these clarifications.

5.04 After plans, drawings and/or calculations have been submitted to a Building Control, Laytoe Ltd bears no responsibility for the time taken by the Building Control Authorities to grant approval. Further, Laytoe Ltd bears no responsibility for the time taken between submission and any subsequent requests issued by the Building Control Authorities for redrafts, revisions and/or recalculations. Under no circumstances will Laytoe Ltd be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever for such a delay in this process.

5.05 If, on a site visit, the necessary existing structural elements are not visible, the consultant reserves the right to make assumptions in order to allow him to commence design work. If further building work on site results in finding that the details were not accurate, the Client is responsible for informing the Consultant immediately and prior to undertaking any further works on site so that we can advise how to proceed.

5.06 After the calculation package has been submitted to the Client, Laytoe Ltd agrees to provide one revision, free of charge, within 30 days of the submission date (this revision needs to be requested by the Architect or Building Control officers only). Revisions or any other clarifications requested after the 30 days will be charged at an hourly rate of £120+VAT.

5.07 Laytoe Ltd assume that any construction and remediation work undertaken will be carried out in a single operation and that these deliverables can be provided in one package. Should it be necessary to provide advance/extra information to builders or to design out of sequence, we reserve the right to revise our fee to account for any further time commitments over and above those allowed for.

5.08 When site visits are included in Laytoe Ltd's Fee Letter, these visits will be made when reasonably required but only to inspect those parts of the structure for which we have provided design and Specification in order to see whether these have been carried out generally according to our design brief. Laytoe Ltd will not be responsible for any failure on the part of the Client to act in accordance with any recommendations that Laytoe Ltd may make in connection with these inspections and will be indemnified by the Client against any claim from third parties which may result from such failure.

5.09 Laytoe Ltd may recommend to a Client that the detailed design of any part of the Works should be carried out by a contractor or subcontractor and the Client shall not unreasonably withhold consent to such recommendation. Laytoe Ltd shall not be responsible for such detailed design or liable for defects in or omissions from it. The detailed design of the following elements will be assigned to the contractor:

1. A specialist glazing supplier will undertake bespoke glazing design and detailing;
 2. The preparation of the Desk Study, Site Investigation, Geotechnical Interpretative Report and specialist
- 5.10 Geotechnical design items (for example, piled foundations, slope stability analyses and associated retention systems — should they be required) will be undertaken by a specialist geotechnical consultant/contractor;
1. All temporary works;
 2. All drainage works;
 3. All proprietary products/elements;
 4. Reinforced concrete scheduling and detailing — Fabrication Drawings, Steel Connection Details;

5.11 Laytoe Ltd bears no responsibility for any designs or calculations made by sub-contractors and is not liable for defects, inaccuracies and/or omissions in the designs or calculations of subcontractors.

6. PAYMENT

6.01 Payment for any/all of Laytoe Ltd's services is to be made before or on the due date stated on invoices issued by Laytoe Ltd; said payment confirms the due date to be a contractual start date. In instances where Laytoe Ltd provides services where payment is outstanding, Clients should be aware that a contractual start date has not been confirmed. Laytoe Ltd is neither liable for any services carried out nor for any grievances and/or complaints raised by Clients before payment is made.

6.02 Our service offer is inclusive of one site visit and one structural Report or calculation package. We ask that the fee for this service be paid, in full, up to 24 hours before the agreed date of the visit. We reserve the right to withdraw our service offer if payment is not received in advance. Clients may cancel the service they have requested and receive a full refund if Laytoe is informed of the cancellation in writing/email up to 24 hours prior to the agreed date of the site visit. Laytoe reserves the right to withhold any refund if notification of cancellation is received after the period stipulated above.

6.03 Unless otherwise agreed, it is company policy that our structural survey report will not be released until payment has been received in full. Payment of outstanding invoices is expected by return. Laytoe has the right to claim interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1988.

7. ASSUMPTION AND EXCLUSIONS

7.01 Our Design work generally excludes the elements as listed below, except if noted otherwise:

- Above and below ground drainage and specifications for drainage pumps.
- Demolition method statement and risk assessments (by contractor/specialist sub-contractor). Sustainable Urban Drainage, SUR 1 calcs, work related to shared drainage, diversion of Thames Water sewers, etc.
- CTMP or basement impact assessment, Specification of below-ground damp-proofing/tanking. Structural input for external landscaping.
- Design of piles and Geotechnical engineering.
- Works related to site contamination and land remediation.
- Any work not mentioned is deemed to be beyond the scope of the requested services.
- Any design and development post-issue of the Building Regulations, not considered to be part of the construction phase, will be carried out on a time-charge basis.
- Any involvement in discharging Party Wall conditions will be carried out on a time-charge basis.
- All staircases and balustrades.
- Steel-to-steel connections and steel fabrication drawings.

What is not insured?

- Defects in any existing and/or retained structures and retained component parts.
- Loss or damage caused by normal settlement, drying out or natural shrinkage in the new home.
- Loss or damage is normally covered under a household policy.
- Ingress of water to any basement or part of the home which is built partially or fully below ground level unless the habitable area of the basement is included in the cover.
- Fees incurred by you in preparing a claim.
- Any legal liability you may have to third parties arising out of the use or ownership of the home.
- Damage caused by movement and characteristic changes associated with the use of unseasoned timber within the new home.
- Damage caused by sulphides/sulphates (e.g. pyrite).
- Change in colour, texture, opacity or staining or any other ageing process.
- Wilful and malicious damage by you or any other party.
- Wear and tear, rust, toxic mould or mildew, action by or an infestation of vermin or insects, atmospheric or climatic conditions or gradual deterioration.

WHAT WE DO

We design spaces that inspire people to live and work at their best.

- Structural Calculation
- Extension
- Conversion
- Project Management
- BIM
- Structural Cunsultancy

WE CAN HELP YOU

Analysis, detailed design and calculations

Foundation design

Traditional & reinforced foundations

Load bearing masonry

Designs in steel, concrete, timber and masonry

Steelwork connection design

Temporary works design

Reinforcement detailing

CONTACT

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