

Our ref: 19827-ProposedOption Fee Estimate-28Apr25\_CE.HB

28<sup>th</sup> April 2025

C/O Ian Taylor  
Saltash Town Council

By email only to: [irtaylor2@outlook.com](mailto:irtaylor2@outlook.com)

Dear Mr Taylor

### **Saltash Waterside Project**

Thank you for inviting us to quote for the above project.

Please find attached our fee estimate for the above along with a copy of JGP Conditions of Engagement (COE) and an Authorisation to Proceed (ATP) form.

The fee estimate is for JGP to carry out works relating to planning option for Saltash Waterside. With scope of work as follows:

1. Construct computer model to reflect a proposed option.
2. Provide text to feed into report.

Our fees to carry out the scope of works as described above and in the enclosed tabulated fee estimate would be: **£2,300.00 + VAT.**

Our standard Conditions of Engagement (also enclosed) will apply to these works should we be appointed. This quotation is based on the information and drawings received in your email dated 31<sup>st</sup> March 2025.

If you agree to the above and wish for JGP to carry out the work, please return a signed copy of the authorisation to proceed form as confirmation of our appointment.

If you have any further questions, please do not hesitate to contact us.

We look forward to hearing from you.

Yours sincerely  
For and on behalf of John Grimes Partnership Ltd



C. Easterbrook

**Encl: Fee Estimate, Conditions of Engagement & Authorisation to Proceed**

John Grimes Partnership Ltd ♦ Leonards Road Ivybridge Devon PL21 0RU  
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Directors:

**M Owen** BSc (Hons) CGeol, RoGEP, EurGeol, AMICE, FGS ♦ **T Grimes** BSc (Hons)

Associate Directors:

**R Glover** BEng (Hons) CEng MICE ♦ **J Lings** MEng CEng MStructE ♦ **A Robertson** BEng (Hons) ACSM FGS ♦ **R Smith** BSc (Hons) CGeol CSci FGS SilC

Consultant: **Dr J Grimes** BSc MSc PhD CEng FICE FGS RMaPS

## 19827 – Saltash Waterside

Civil, Marine, Environmental and Geotechnical Engineering Consultancy Services for Saltash Waterside development.

Conceptual Model	Allow £ +VAT
<p><b>Services to include:</b></p> <p><b>Concept Design and Drafting</b></p> <ol style="list-style-type: none"> <li>1) Construct computer model using Infracore to reflect a proposed option and provide multiple images to include in a report.</li> <li>2) Provide text to feed into report describing flood prevention aspects of the proposed and if possible, some information of current costings and funding.</li> </ol> <p><b>Note 1:</b> The fee estimate is for a conceptual model only, no analysis or detailed design has been undertaken at this stage.</p>	<p><b>£2,300.00</b></p>

### Notes: General Notes

1. This fee estimate is inclusive of all reasonable disbursements but exclusive of VAT.
2. This fee estimate is valid for 1 month from issue date.
3. This fee estimate should be read in conjunction with the attached Conditions of Engagement.
4. Monthly invoices will be submitted against percentage of work complete at that stage.
5. Interim monthly invoices will be issued once design works commence.
6. A pdf copy of the report will be provided. Hard copies can be provided at additional cost, if required.
7. This fee estimate assumes drawings will be provided in AutoCAD format and a topographical survey, to OS grid and datum, will be provided.
8. Unless stated, this fee estimate does not include for any meetings or protracted liaison with stakeholders. Attendance at meetings and/or protracted liaison with stakeholders will be charged in accordance with the attached Conditions of Engagement.
9. Fee proposal does not include for planning application fees or fees for discharging planning conditions or similar.
10. This fee estimate is based on the information provided and assumes the layout will not change markedly. Fee includes for single iteration of report based on agreed development mix. If there are changes at any point to the proposals / scope of works then the fees may vary and you will be informed.

### Health, Safety and Welfare:

1. The client has legal duties and responsibilities under the Construction (Design and Management) Regulations 2015 often referred to as the CDM Regulations.
2. Our fee proposal includes for fulfilling the duties of Designer under the CDM Regulations but does not include for those of the Principal Designer.
3. JGP are not the Principal Designer.
4. Please contact us or the HSE if you require any further advice about the CDM Regulations.

**1. GENERAL CONDITIONS****1.1 Instructions and Formation of Legal Contract**

Any brief, quote letter, proposal or other document setting out the services that John Grimes Partnership Ltd. (The Consulting Engineer) may undertake for **Saltash Town Council** (The Client), is to be treated as an invitation to the Client to instruct the Consulting Engineer and is not to be treated as a legal offer by the Consulting Engineer.

The Consulting Engineer will not be obliged to provide those services unless and until:

- (a) the Client, or their authorised representative, has formally acknowledged their approval of the brief or other such document; AND
- (b) The Consulting Engineer has confirmed acceptance of the Client's instructions.

Formal acknowledgement by the Client should be by way of provision of a purchase order, a signed authorisation to proceed form, or other written confirmation.

**1.2 Timing of Service Commencement**

Work will usually commence on the Client's order as soon as the order has been accepted by The Consulting Engineer, or as otherwise agreed.

Where it is agreed in writing between the Consulting Engineer and the Client that commencement of the Consulting Engineer's services is to be from a different date, the Consulting Engineer's obligations under these Conditions of Engagement and the contract shall apply from that later commencement date.

**1.3 Ownership of Documents and Copyright**

The copyright in all drawings, reports, specifications, bills of quantities, calculations, methodologies and other documents provided by The Consulting Engineer in connection with the Service shall remain vested in The Consulting Engineer but, conditional on all fees having been paid together with any interest where applicable, The Client shall have a licence to use the final approved drawings and other delivered final form documents (The Deliverables) for any purpose related to the works for which or in relation to which such documents were prepared.

All of the Deliverables will be designed and created on a project specific basis and The Consulting Engineer shall not be liable for any use by the Client, or its appointee, of any such documents, for any purpose, or at any location, or at any time other than the purpose, location and timing for which they were specifically prepared by the Consulting Engineer.

**1.4 Force Majeure and/or Circumstances reasonably beyond the Consulting Engineer's Control**

In no event shall The Consulting Engineer be responsible or liable for any failure (whether in whole or in part) or delay in the performance of its obligations hereunder arising out of, or caused by, directly or indirectly, forces beyond its control which term shall include strikes, lockout, Acts of War, Acts of God, pandemic and epidemic and Governmental laws or recommendations restricting business activity.

In the event of such circumstances occurring, The Consulting Engineer shall use reasonable efforts which are consistent with accepted practices in the industry within which it operates to resume performance as fully and as soon as reasonably practicable in the circumstances. Resumed services may be to some extent limited.

**2. OBLIGATIONS OF THE CONSULTING ENGINEER****2.1 Care and Diligence**

The Consulting Engineer shall exercise reasonable skill, care and diligence in the performance of the services agreed to be performed by it. If in the performance of its services The Consulting Engineer has a discretion exercisable as between the Client and the Contractor, The Consulting Engineer shall exercise their discretion fairly having regard to, but not exclusively, reasonable commercial standards and the common intention under the contract.

The Consulting Engineer shall not be responsible for acts of negligence, default, omission or lack of due diligence by third parties or by The Client or any officer, employee, worker, agent or contractor of the Client (other than the Consulting Engineer) nor shall The Consulting Engineer be liable for any direct or indirect consequence or impact of any such act or omission on The Consulting Engineer's provision of its services.

The Consulting Engineer shall have no liability to the Client or any other person for any loss (including loss of profit) or damage arising out of or caused by, directly or indirectly, any changes of property market values or levels of property market activity.

Where the Client has directed or agreed that any part or all of an engagement be carried out by specific staff or by staff of a certain competence and/or experience, the level of skill, care and diligence reasonably to be expected of The Consulting Engineer in the provision of those services shall be that level of skill, care and diligence that can be reasonably expected from personnel of that competence and/or experience.

## 2.2 Asbestos

The Consulting Engineer does not [ordinarily] provide asbestos surveying or assessment services as part of its engagements. While The Consulting Engineer may notify the Client if the Consulting Engineer suspects that asbestos may be present in respect of which The Consulting Engineer is providing its services for the Client, notwithstanding anything to the contrary contained in these Conditions of Engagement except to the extent specifically agreed as provided below in this clause 2.2. The Consulting Engineer shall not be liable either directly or indirectly for any failure to detect or to notify the Client of the presence of asbestos or any asbestos containing materials (ACMs) which may be present in any building, structure, remnant structure, basement or the ground immediately surrounding that structure. It is the Client's responsibility to engage appropriate professional advisors in respect of such matters.

When specifically agreed as part of the engagement, The Consulting Engineer will carry out ground related investigations for the purpose of enabling the ascertainment of the presence of and quantifying any asbestos or ACM's that may be present at the investigation site. The Client must first procure that the site is cleared by a licensed contractor of any surface concentrations of contaminating asbestos or ACMs. If unexpected, significantly large concentrations of asbestos or ACMs are identified, then The Consulting Engineer may need to suspend investigations until the Client has procured that such asbestos or ACMs are removed by a licensed contractor.

The Client is responsible for advising The Consulting Engineer of any 'cache' or large concentration of asbestos/ACM in the ground.

Where such investigations are agreed as part of the engagement, The Consulting Engineer will carry out appropriate desktop studies and walkover inspections to prepare an investigation strategy which will include the protocol for sampling material and identifying the locations of exploratory holes to be dug for sampling purposes. The Consulting Engineer will use appropriately skilled personnel who have undergone appropriate asbestos recognition training to carry out the sampling.

Samples will be sent to an appropriate independent UKAS accredited laboratory who will quantify and speciate the asbestos. The Consulting Engineer will prepare a factual report with due reference to their findings.

Quantification and distribution of asbestos/asbestos types or ACMs is based on exploratory holes dug at specific locations and whereas the due diligence of an appropriately experienced consulting engineer will be used in determining the positions of exploratory holes, quantities in between positions can and might vary in a way other than anticipated because of unpredictable heterogeneity. This may lead to an inaccuracy in any prediction in asbestos and/or ACMs quantity or identification of a 'cache' of asbestos, for which The Consulting Engineer will have no liability.

The Consulting Engineer, where instructed, will prepare strategy and protocol documentation for appropriate clearing of this waste material and the monitoring and validation of the process. Where The Consulting Engineer are instructed, they will prepare risk assessments and method statements. They

will monitor any works to remove asbestos and ACM's and provide an appropriate validation report. Where licenced or Notifiable Non-Licenced Work (NNLW) is carried out, the Client may need to instruct an independent validation consultant. This can be done independently or through The Consulting Engineer.

**2.3 Invasive Species**

The Consulting Engineer is not a specialist in the identification, treatment or removal of invasive species and does not provide such services as part of its engagements. Notwithstanding anything to the contrary contained herein, The Consulting Engineer shall not be liable either directly or indirectly for any failure to detect the presence of Japanese Knotweed or any other invasive species that may be present. It is the Client's responsibility to employ appropriate professional advisors if the presence of an invasive species is suspected and to notify The Consulting Engineer of any known infestation on their site or in the immediate vicinity.

**2.4 Toxic or Other Fungal Moulds**

The Consulting Engineer does not employ or engage toxicologists and shall not be liable either directly or indirectly for any failure to detect toxic/black mould or other fungal or toxic substances.

**2.5 Hazardous Substances**

The Consulting Engineer does not employ or engage hazardous substance experts and shall not be liable, either directly or indirectly, for any failure to detect any hazardous substances.

Where the Client knows or suspects that a property or part of a property might be infested with any pathogen containing substance or other hazardous substance, the Client must notify The Consulting Engineer prior to their inspection or investigation. Before any investigation can be undertaken, The Consulting Engineer will conduct a risk assessment and method statement for the inspection. This procedure may result in an additional cost to the Client.

**2.6 Duties**

The Consulting Engineer shall carry out the duties as reasonably instructed by the Client and as agreed by The Consulting Engineer as within the scope of the engagement. If the Client's verbal instructions are set out in written correspondence from The Consulting Engineer to the Client, it is the Client's responsibility to notify The Consulting Engineer of any omissions or errors in such recording of those instructions prior to the commencement of that work.

Methodology for construction procedure is not normally provided. Where elements of construction are beyond the scope of experience of the builder, the Client is advised to encourage the builder to seek advice. When our advice is sought, an appropriate additional charge will be made.

**2.7 Retention of Sample Materials (where taken)**

The Consulting Engineer is unable to indefinitely store samples recovered during investigations unless specifically agreed in writing. Samples held by The Consulting Engineer will usually be retained for a period of two weeks after the date of issue of the relevant report to the Client. Samples sent to sub-contracted laboratories for testing will be retained by the laboratory for the specified periods as set out in their conditions. The Consulting Engineer will not be responsible for any costs incurred as a result of failing to keep samples beyond such dates. Where a Client requires samples to be stored for a longer period, sufficient notice will be required, and additional fees will be charged. This fee will reflect the additional costs of storage and transportation. An advisory note and guidance on associated fees are available on request.

**2.8 General Arrangement Drawings and Setting Out**

Unless specifically engaged to do so, The Consulting Engineer will not be responsible for confirming either precise dimensions or the fit of any assembled parts. Where appropriate to the engagement and requested to do so by the Client, The Consulting Engineer will examine fabrication drawings and comment on whether they are a correct interpretation of the design requirements. However, it should be noted that consent does not relieve the contractor of the responsibility for accuracy of their drawings or products.

## **2.9 Data Protection**

The Consulting Engineer is committed to the General Data Protection Regulation (GDPR) May 2018. The Consulting Engineer holds data in formats that are secured on site and also backed up using secure services. The data held has been obtained in a legitimate business context for the purpose of providing our service to the Client and administration of the Client account, including accounting and audit purposes and for the purpose of handling any complaints. The Consulting Engineer will only store personal or sensitive data that the Client has provided, such as bank details, contact names, site addresses, names and email addresses as needed for such purposes. The Consulting Engineer takes our Client's privacy very seriously and we will not use or share the Client's personal or contact information with any other company for marketing purposes.

A copy of our Data Protection Policy is available on request.

## **3. OBLIGATIONS & RESPONSIBILITIES OF THE CLIENT**

### **3.1 Liability of Directors & Employees**

Your contract is with The Consulting Engineer. Save in respect of death or personal injury, the Client will look only to The Consulting Engineer (and not to any officer or individual employed or engaged by The Consulting Engineer) for redress if the Client considers that there has been any breach of the terms of the contract or in tort or breach of duty. The Client agrees not to pursue any claims in contract, tort or for breach of statutory duty (including negligence) against any individuals working for and on behalf of The Consulting Engineer in carrying out its obligations under the contract at any time, whether named expressly in the terms of the engagement or not. The Client acknowledges that such individuals are entitled to enforce this term of this clause and all limitation or exclusions of liability under these Conditions of Engagement pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **3.2 Fees**

Fee estimates and quotations will be valid for one month from date of issue and are exclusive of VAT. Any fee estimates/quotations are based on the information provided at the time of their issue. If there are changes at any point to the proposals / scope of works required by the Client or necessitated by unforeseen complications (such as the identification of asbestos or other hazardous materials) or circumstances beyond The Consulting Engineer's reasonable control, then the actual costs may vary accordingly, and the Client will be informed as soon as reasonably practicable of such change.

Payment other than for work covered by a quotation shall be on a time basis at the following rates:-

C.Easterbrook Senior Engineer £80/hour

The hours shall be made up of all activities connected with the engagement carried out by technical staff. This will include administrative tasks properly carried out by such persons. Secretarial services are an overhead of The Consulting Engineer and are factored in the technical staff rates as an overhead and not separately charged.

### **3.3 Sub-Contracted Laboratory Testing**

The majority of The Consulting Engineer's laboratory testing is sub-contracted to appropriate/UKAS accredited laboratories. Prices for chemical/geotechnical analysis are based on a usual expected 10 working day turnaround (with the exception of special tests that require analysis over a specific length of time). Quicker turnarounds can be arranged on request and may incur additional charges. The Consulting Engineer cannot guarantee turnaround times from sub-contracted laboratories.

If MCERTS are required on chemical analysis, an additional charge will be made.

### **3.4 Amendment or Additions to Consultant's Brief**

Amendments or additions to work covered by a quotation forming the basis of a contract agreed between the Client and The Consulting Engineer, whether arising from the Client, lead consultant, other stakeholder or other circumstances not of The Consulting Engineer's making, will be subject to an appropriate variation of fees based on either the above hourly rates or a further quotation. If there are changes at any point to the proposals / scope of works previously agreed with the Client then the actual costs may vary accordingly, and the Client will be informed as soon as reasonably practicable.



### 3.5 The Status of Issued Technical Documents

All reports must be considered advisory and subject to any limitations indicated in these Conditions and/or stated in the report themselves. The advice is presented after any due investigation and/or consideration and to that end the reports can be relied on. However, any implied construction details or drawings within a report must be considered as preliminary and should not be relied on for construction purposes. With respect to drawings generated from engineering design, a similar due process applies. This is to issue documents, including drawings, for the purposes of construction in three stages:

1 – preliminary **P** to provide the clients and all involved as to a preliminary view to what the construction proposal might reasonably be. At this stage, all details may not have been collected and/or collated or all comments as to the acceptability of the proposals received from all stakeholders. A drawing issue sheet will be issued to all stakeholders with anticipation of reasoned comments/observations.

2 – tender **T** where work is to be tendered, it is anticipated that not all detail will necessarily be provided with sufficient accuracy to facilitate construction. However, sufficient information will be provided to facilitate tendering. It is anticipated that the successful contractor may wish to submit alternative most acceptable proposals in respect of any item of construction and it is for the tenderer to make such proposals to the consultant.

3 – construction **C** at this time sufficient due diligence checks and consideration by all stakeholders will have been made to facilitate the correctness of the proposal to endorse the drawing for construction.

Where designs, reports and/or calculations are issued to the Client, it is the responsibility of the Client, unless otherwise stated, to make a timely submission of these to Building Control, or other authority / organisation who would otherwise expect to approve or comment on the document(s), prior to works or other actions commencing as appropriate.

### 3.6 Monitoring of Construction Works

The Consulting Engineer recommends that sufficient site monitoring is carried out to confirm that construction is in accordance with The Consulting Engineer's design. The cost of such monitoring, site meetings or liaison with stakeholders, is not included in our quotation unless specifically indicated. Any such work requested by the Client and agreed to be provided by The Consulting Engineer will be charged at hourly rates in accordance with clause 3.2.

### 3.7 Access to the Site

The Client will be responsible for informing The Consulting Engineer of any site restrictions that could affect access to the site or to the movement of any proposed investigatory equipment on the site, including restrictions on size (e.g. width of access); weight; parking/unloading; working hours; adverse ground conditions/topography; etc. The fee estimate is based on the information provided by the Client at the date of issue and assumes that, except as specifically noted in the fee estimate, safe appropriate access is available for the proposed investigatory and other equipment. Costs may vary if alternative plant or access arrangements are required or if only limited access is available and the Client will be informed of such changes as soon as reasonably practicable.

### 3.8 Cancellation / Postponement of Instruction/

The Client will be responsible for payment of any fees, costs or expenses together with such sum as The Consulting Engineer reasonably estimates for its loss of profit incurred or suffered by The Consulting Engineer in performing its duties prior to any notice by or on behalf of the Client to cease or delay work or arising from any cancellation of the engagement by the Client before completion of the agreed services.

### 3.9 Site Changes / Modification

If any site conditions or ground conditions change between the time of investigation, design and construction then the Client is to advise The Consulting Engineer accordingly and seek further advice. The Consulting Engineer may have to vary its charges accordingly to accommodate any changes to the services or the manner of their provision as a result of such changes.

### 3.10 Fee Account Queries

Any dispute with an invoice shall be notified to The Consulting Engineer within 7 days of the date of issue of the invoice, with a sufficiently detailed reasoning for the dispute.

### 3.11 Payment

Invoices may be submitted by the Consulting Engineer monthly, and/or at strategic times or milestones during the work, or, in the case of smaller projects, on completion. The Client agrees to pay promptly and in full within 28 days of the date of invoice unless otherwise agreed by The Consulting Engineer. It is the Clients' responsibility to ensure that it has access to sufficient funds to meet its payment obligations to The Consulting Engineer.

If it is anticipated that payment cannot be made within these terms, the Client agrees to notify The Consulting Engineer in writing as soon as it becomes aware of the same and to use its best endeavours to agree a reasonable timeframe to make payment.

The Consulting Engineer is not obliged to agree any late payment terms. Payment terms outside of The Consulting Engineer's usual payment terms must be agreed by it prior to the Client's instructions being accepted, failing which The Consulting Engineer's usual payment terms shall apply.

The Consulting Engineer will exercise its right to claim interest on any outstanding invoices either at the applicable court rate for judgment debts or, if services have been provided to a company, interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, at the rates applicable to the outstanding sums due. Interest will accrue both before and after judgment and continue to accrue until the outstanding amount is paid in full.

### 3.12 Stop Work Clause

Failure by the Client to pay any amount due to The Consulting Engineer under these Conditions of Engagement by the final date for payment of that amount as detailed on the invoice, shall entitle The Consulting Engineer to suspend further performance of the services on giving to the Client 7 days' notice of its intention to suspend performance. Such notice shall not be given before the relevant final date for payment and shall be without prejudice to any other rights of or remedies available to The Consulting Engineer in respect of non or late payment, including the right to claim interest. The Consulting Engineer shall not be in breach and shall have no liability to the Client by reason of any failure or delay in the performance of its obligations under the engagement as a result of such suspension.

### 3.13 Disbursements

Where disbursements are not included within a quotation, the Client shall, in all cases, reimburse The Consulting Engineer in respect of all of The Consulting Engineer's disbursements properly made or incurred in connection with:-

- (a) Printing, reproduction and purchase of all documents, drawings, maps, records and photographs. A schedule of rates is available on request.
- (b) Telephone calls.
- (c) All delivery charges and postage.
- (d) Travelling, hotel expenses and other similar disbursements. Mileage costs are charged at 45p/mile. (Time spent travelling is charged for at the hourly rates quoted in 3.2 unless already covered by a quotation).
- (e) Specialist Field Equipment. Schedule of rates available on request.
- (f) Laboratory tests (refer to Section 3.3).
- (g) Materials / equipment purchased or hired specifically to carry out any instructed assignment. Fees for hired-in plant are based on up to a 10-hour day (incl. travel time). Any additional time in excess of 10 hours would be charged pro-rata at the rates provided.
- (h) With regard to the issue of reports, a pdf copy of the report will be provided. Hard copies can be provided if required at additional cost of £10 each.
- (i) During intrusive site investigations, various extra overs may be required, which will be charged at cost +10%, including:
  - Fencing off exploratory holes / working area during investigatory works for health and safety purposes.
  - Additional re-instatement requirements. No allowance will be made for 'like for like' reinstatement unless specifically requested by the Client. Otherwise any investigation



locations will be backfilled with arisings and any exploratory holes (i.e. trial pits) will be compacted with the excavator bucket. In addition, it will not be possible to reinstate any vegetation where its clearance was required, or minor surface damage from the tracking of plant.

- Implementation of contaminated ground or groundwater management measures.
- Materials for soakage tests. In the event that a test pit is unstable or needs to be secured when unattended (for health and safety purposes) or does not drain within the allowed time on-site, it may be necessary to backfill the soakage test pits with single size gravel (which will need to be imported) and install water monitoring standpipe points and remote water level sensing equipment.
- Bowser refills for soakage tests.
- Removal of material off site [in the event that surplus material is produced that cannot remain on site].

### 3.14 VAT

Unless otherwise expressly stated, all fees set out in a quotation or otherwise payable under or in connection with an engagement are exclusive of Value Added Tax, the amount of which shall additionally be payable by the Client to The Consulting Engineer at the rate and in the manner prescribed by law.

### 3.15 Fee Fluctuations

Fee Estimations and quotations have been based on prices using anticipated costs and sub-contractor fees at the time of quotation. However, price fluctuations caused by the current economic climate, not limited to: inflation, changes in tax rates, currency exchange rates, increased material costs, energy costs, increased sub-contractor rates, can significantly alter the anticipated and quoted fees. By accepting our Fee Proposal, you are accepting any fluctuation costs which are incurred due the current volatile economic climate. Should there be a cost variation the Client will be notified in writing in accordance with Clause 3.4 of these Conditions of Engagement. Other clauses within our Conditions of Engagement, which may also be subject to this price fluctuation clause include, but not limited to: Clauses 3.3, 3.4, 3.9, 3.13 above.

### 3.16 CDM Regulations 2015

Health and Safety in construction is managed in compliance with the Construction (Design and Management) Regulations 2015 often referred to as the CDM Regulations. The Client must promptly on demand by The Consulting Engineer provide any information relating to the site (including any existing structures, services, contamination and other such information) that may be relevant to the assignment which the Client would be reasonably deemed to hold. Failure to comply with the CDM Regulations may result in prosecution. Please contact The Consulting Engineer at the time of commissioning this brief, or before if you are uncertain of Client's responsibility in respect of the Health & Safety Act, and/or should you need further advice. Also, further advice can be obtained from the Health and Safety Executive.

### 3.17 Principal Designer and Pre-Construction Health & Safety Plan

Where a Principal Designer, to comply with CDM Regulations 2015, is required, The Consulting Engineer is able to provide this service where asked to do so. This service will be at an additional cost and will necessitate the production of a Pre-Construction Health & Safety Plan to advise the Client, design team and tendering contractors in respect of construction risks and their proposed management and other tasks as defined by the Regulations.

### 3.18 Collateral Warranties

The Client must inform The Consulting Engineer **before** The Consulting Engineer's acceptance of the engagement of any requirement for The Consulting Engineer to enter into a Collateral Warranty Agreement or Form/Deed of Appointment.

Where agreed by The Consulting Engineer to enter into any such document as part of the engagement, The Consulting Engineer will only be obliged to enter into an industry standard Collateral Warranty on reasonable commercial terms such as that provided by The Construction Industry Council. Where a non-industry standard Collateral Warranty is required by the Client, The Consulting Engineer will consider the document provided and may require the Collateral Warranty to be amended following liaison with

its insurers and/or solicitors. The Client will be responsible for The Consulting Engineer's reasonable legal and administrative costs incurred in connection with any such review and negotiation of terms, which shall be payable notwithstanding that The Consulting Engineer may be, acting reasonably, unable or ill-advised to enter into any non-industry standard document.

### **3.19 Utility Services (where exploratory investigation is required)**

Under current Health and Safety Executive (HSE) guidance HSG47, clients need to inform The Consulting Engineer about any relevant information about the site, any existing structures and services for which they would be deemed to hold information.

With regard to services, this would include:

- What services are known to serve the site;
- If there are any easements (for other services passing through or across the site);
- The location of any known services (i.e. current service plans, if available); and
- Where services enter any buildings.

Where The Consulting Engineer is carrying out any exploratory investigation on a Client's behalf, The Consulting Engineer will exercise all due diligence in locating utility services. The Consulting Engineer will not however, commence any mechanical intrusive investigations until it has viewed service plans, considered information provided by the Client (in respect of the above), conducted on-site scans and, if required, excavated hand-dug trial holes to locate services.

The Consulting Engineer will not be responsible for any damage to pipes, cables, etc., not identified or wrongly identified on plans which have been provided by others and on which, acting reasonably, the Consulting Engineer should have been able to rely on or other information provided by or on behalf of the Client that cannot reasonably and readily be deduced from non-invasive on-site inspection and evidence. The Consulting Engineer will carry out standard remote sensing techniques to confirm the position of services and where possible and necessary excavate hand-dug, shallow trial pits to identify such services. The excavation of such trial pits will necessitate an additional charge unless the same has been predicted and made allowance for in the Consulting Engineer's scope of services document.

### **3.20 Third Party Information**

Where and if appropriate, it is the Client's responsibility to supply up to date drawings or proposal plans prior to site investigatory works.

Where any services or boundary walls, for example, might impact on the conclusions drawn in any investigation, the Client is obliged to advise The Consulting Engineer prior to commissioning him to carry out the works.

If the Client is aware of any modifications to the site, including changes of levels or the presence of any contaminants or pollution, or hearsay of the same, they are also to advise The Consulting Engineer accordingly and before any investigation is carried out.

### **3.21 Unforeseen Ground Conditions with Implications to Structure and Infrastructure**

The Consulting Engineer does not accept any liability for any subsidence or structural damage caused to the Client's property or any adjacent or adjoining properties precipitated by investigatory works encountering unstable ground conditions (such as mining related features, natural solution cavities, backfilled structures or other potentially hazardous natural or geological features) that were unrecorded or could not have been reasonably foreseen or avoided. In the event that structural distress occurs to a building during the course of such investigatory works, operations may be suspended for health and safety reasons and the Local Building Control Officer notified.

In the case of such an occurrence, The Consulting Engineer, unless otherwise instructed, will act with all due diligence of experienced structural engineers and on the confirmation of instruction from The Client, to mitigate the adverse effects of such an event as far as reasonably practical to do so.

In the instance where no other principal designer or principal contractor is appointed, The Consulting Engineer will notify the Health & Safety Executive and other statutory undertakers as reasonably necessary.

The Client will need to notify their insurers immediately of such an event.

The Consulting Engineer will make reasonable charges for the provision of services relating to damage mitigation and limitation.

In accepting these terms, the Client agrees to indemnify The Consulting Engineer against all claims, costs, damages and expenses arising from such loss, damage or injury, including claims by third parties and including claims for damage to crops and property and chattels, related to unforeseen or unavoidable ground conditions or caused as a result of appropriate investigatory works carried out on site at the Client's request or in the proper course of the provision of The Consulting Engineer's services that could not reasonably have been foreseen and/or avoided.

The owner(s) of a property to be investigated in any way or modified by proposed construction should be aware that they have an obligation to notify their insurers of the proposed investigatory works prior to commencement of those works. Non-disclosure of the proposal to investigate and the eventual result of the investigatory works may affect the validity of any building insurance policy for which The Consulting Engineer shall not be liable.

### **3.22 Ground Investigation Limitations in respect of Rapidly Varying Ground Conditions**

Ground conditions may vary rapidly across the site. This variation may not be obvious at the time of The Consulting Engineer's investigation. Although the skill and diligence of a reasonably competent geotechnical engineer/engineering geologist will be used in designing, undertaking and interpreting the investigations, ground conditions can vary rapidly and unpredictably. If this occurs, the geotechnical investigation may need to be augmented by further investigation and a new interpretation applied, with any ground engineering element design being reconsidered. Where the geotechnical engineer/engineering geologist has identified potential incompatibility between investigation and desktop/walkover studies, they will advise in their report and although it will not be practically possible to identify every such situation, but such action will to some extent mitigate construction related risk of unforeseen ground conditions.

Further investigation may be necessary/advisable and The Client will be responsible for all costs incurred in respect of any such further investigation. Accordingly, and particularly in areas of complex geology, physiography and anthropogenic activity, it is recommended that once established on site, the Client procures the carrying out of any further exploration necessary to verify ground conditions at any location where there is a potential anomaly.

### **3.23 Contaminated Land Investigations**

Ground conditions may vary rapidly across the site. This variation may not be obvious at the time of our investigation. For example, contamination often exists as small discrete areas and there can be no certainty that any or all such areas have been located, sampled and / or identified. Although the skill and diligence of a reasonably competent engineering geologist/geo-environmental engineer will be used in designing, undertaking and interpreting the investigations, ground conditions can vary rapidly and unpredictably. If this occurs, the contaminated land investigation may need to be augmented by further investigation and a new interpretation applied, with any recommendations being reconsidered. Where the engineering geologist/geo-environmental engineer has identified a potential risk of this, i.e. incompatibility of findings and/or desktop studies, they have advised in their report and though it may not be possible to identify every circumstance, such a risk should be largely mitigated.

The Client will be responsible for all costs incurred in respect of any such further investigation. Accordingly, and particularly in areas of complexity, it is recommended that the Client procures the carrying out of any further exploration necessary to verify contaminated ground conditions at any location where there is a potential anomaly.

Unless otherwise stated, comments made relating to ground gas or groundwater conditions are based on observations made at the time of the investigation. Ground gas and groundwater conditions may vary as a result of seasonal or other effects.

**3.24 Contractor / Supplier Designed Elements**

Where a supplier or contractor is providing construction elements or methodology to facilitate any construction, The Consulting Engineer does not routinely carry out a check of the structural adequacy of their proposals. This is only done where required by the Client. Where it is, the Client must provide timely advice to The Consulting Engineer, which must be confirmed in writing for The Consulting Engineer to carry out such a check.

The Consulting Engineer will detail the supporting arrangement requested by any designing supplier / contractor, providing that the requirement can be accommodated in the co-ordinated structural arrangement and that it is, in itself, not structurally deficient.

**3.25 Permanent / Temporary Works**

The structural design carried out by The Consulting Engineer, unless otherwise referred to, is for permanent works. The design, erection and maintenance of temporary works is the Client's building contractor's responsibility as their programme and construction methodology is not known to The Consulting Engineer and will, in any case, dictate what support is required. The Consulting Engineer can provide the Contractor with temporary works design or design loads to be resisted or can design temporary works where specifically engaged to do so. This service would be at additional cost.

**3.26 Basements and/or Below Ground Structures**

The Client shall be responsible for complying with any requirement by the Local Planning Authority to monitor/manage/advise significant changes in groundwater and manage associated planning permissions.

**3.27 Cladding and Fire Stopping**

The Consulting Engineer does not employ or engage specialist fire safety advisors and shall have no liability in respect of ensuring the adequate fire resistance of any cladding material used in the new construction or of any existing structures on which they are reporting and/or advising. We are unable to undertake an assessment of fire stopping measures in existing or new buildings. The Client is advised that he must engage an appropriate fire safety adviser to perform such a service. Advice as appropriate should be provided by this adviser to The Consulting Engineer where it is applicable to the service he is providing.

**3.28 Piling and Ground Anchoring**

Unless specifically instructed, The Consulting Engineer will not supervise piling or ground anchor construction. The Consulting Engineer will not be responsible for any defective construction.

**3.29 Boundary Walls**

With respect to any boundary wall, it is The Client's responsibility to establish the ownership and the right of access and to carry out any works for the purposes of maintenance, strengthening and any other purpose that The Consulting Engineer may be employed for and to advise the Consulting Engineer appropriately and in a timely manner.

**3.30 Boundaries**

The client is responsible for agreeing and confirming the position of any significant boundaries between properties, with the involvement of relevant property owners. If there is any doubt, we advise that party wall surveyors / appropriate experts be engaged. JGP will not be held responsible or liable for any boundary related dispute that might subsequently occur.

**3.31 Party Wall Act**

In designing and detailing works on behalf of The Client, The Consulting Engineer would reasonably consider the stability aspects of adjoining structures. However, The Consulting Engineer does not employ or engage party wall surveyors and are not experts in this area. The Client is advised to seek early advice from a suitably skilled and experienced party wall surveyor to ensure that the full implications of the Party Wall Act are understood.

**3.32 Client's Property Insurers**

The Client is responsible for fulfilling his obligations to his insurers in respect of any notification that they may require with regard to carrying out alterations or extension works to his property.

**3.33 Restrictive Covenants**

The Client is advised that there may be restrictive covenants against their further development of property or land. They are advised to consult their solicitor over this matter.

**3.34 Where new construction extends across the property boundary**

Where construction extends to the boundary or beyond the boundary of the property to be modified, the Client is reminded that he will most likely need an easement and/or boundary party wall agreement to do so. He must in respect of this liaise and instruct his solicitor and a party wall surveyor as appropriate.

**4.0 CONSULTANT'S LIMITATIONS IN RESPECT OF LIABILITY**

**4.1 Non-exclusion of limitation for death or personal injury**

**NOTHING IN THIS SECTION 4 OR ANY OTHER PROVISION OF THESE TERMS OF ENGAGEMENT SHALL LIMIT OR EXCLUDE, OR BE DEEMED TO LIMIT OR EXCLUDE, THE CONSULTING ENGINEER'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE CONSULTING ENGINEER'S NEGLIGENCE OR THAT OF PERSONS FOR WHOM IT IS VICARIOUSLY LIABLE.**

**4.2 Indirect or Consequential Losses**

Save as may otherwise expressly be provided for in these Conditions of Engagement, neither party shall be liable to the other whether in contract or in tort or for negligence or for breach of the statutory duty or otherwise for any indirect or consequential losses, which term shall (whether in fact deemed direct or indirect) include without limitation loss of profits, loss of sales, loss of revenue, damage to reputation, loss or waste of management or staff time, interruption of business, or loss of data.

**4.3 Net Contribution Clause**

In the event that The Consulting Engineer is liable to the Client under these Conditions of Engagement, whether in contract or in tort or for negligence or for breach of the statutory duty or otherwise, The Consulting Engineer's total liability for any additional costs and expenses suffered or incurred by the Client as a result, shall be limited to that proportion of such costs and expenses which it would be just and equitable to require The Consulting Engineer to pay, having regard to the extent of The Consulting Engineer's responsibility for the issue in respect of which the costs and expenses have been incurred or suffered and the ability of the Client to mitigate against the same (whether or not it does so) and on the basis that all parties involved in the project should be required to pay such proportion that would be just and equitable for them to pay having regard to the extent of their own responsibility.

**4.4 Evaporation Clause**

Further and notwithstanding anything to the contrary contained in these Conditions of Engagement and without prejudice to any provision in these Conditions of Engagement whereby liability is excluded or limited to a lesser amount, the total liability of The Consulting Engineer under or in connection with the engagement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim shall not exceed the amount, if any, recoverable by The Consulting Engineer by way of indemnity against the claim in question under its professional indemnity insurance taken out by The Consulting Engineer and in force at the time that the claim or, if earlier, circumstances that have given rise to the claim is or are reported to the then Consulting Engineer's insurers.

A copy of The Consulting Engineer's applicable professional indemnity insurance policy is available on request. In making its request to engage the service of The Consulting Engineer under these Conditions of Engagement, The Client acknowledges that it has had the opportunity to inspect the same and accepts the limitation of liability under this clause under such insurance to be a fair commercial arrangement in the circumstances and given the relative positions of the parties and the Client's ability to insure its own losses.

**4.5 Financial Cap**

Notwithstanding anything to the contrary in these Conditions of Engagement, the total aggregate liability of The Consulting Engineer under or in connection with the engagement for all claims whether in contract or in tort or for negligence or for breach of the statutory duty or otherwise shall not exceed in aggregate a multiple of ten times the total fees payable to The Consulting Engineer by the Client, unless otherwise indicated.

**4.6 Pollution in Respect of a Pollution Incident**

For any claim relating to pollution or in respect of a pollution incident (whether involving contamination to the environment or harm to persons or other pollution) which may arise due to the negligence of The Consulting Engineer or persons for whom it is vicariously liable, the Client agrees that the total aggregate liability of The Consulting Engineer's liability in respect of whatsoever number of claims due to that one incident shall be subject to and form part of the total aggregate limit of liability set out in clause 4.5 of these Conditions of Engagement.

**4.7 Consulting Engineers Obligation to Maintain Professional Indemnity Insurance**

The consultant engineer undertakes to maintain professional indemnity insurance in the minimum sum of the financial cap for at least 6 years beyond the period of completion of the engineer's assignment in respect of this project. Providing that it remains available to the consultant at a reasonable commercial rate.

**4.8 Limitation of Time within which to Bring Claims**

No action or proceedings under or in respect of the engagement of these Conditions of Engagement whether in contract or in tort or for negligence or for breach of the statutory duty or otherwise may be commenced against The Consulting Engineer after the expiry of the 6 years from the date (or last date in the case of a continuing breach) of the breach or other default to which the claim relates or such earlier date as may be prescribed by law.

**5. PERSONAL STATUS OF THE CONTRACT**

**5.1 Third Party Rights**

These Conditions of Engagement are issued to **Saltash Town Council in respect of Saltash Waterside** and do not confer or purport to confer on any Third Party, any benefit or any right pursuant to the Contracts (Rights of Third Parties) Act 1999.

**5.2 Transfer of Benefit**

Reports and designs are prepared for the benefit of the Client and its advisors in relation to the project to which the engagement relates. The reports and designs shall not be relied upon for any other situation, neither shall any rights in respect of them or under these Conditions of Engagement be transferred or assigned or charged to any other party without the written agreement of The Consulting Engineer, which shall not be unreasonably withheld or delayed. Where The Consulting Engineer agrees to transfer or assign or charge any contractual or other rights or benefits conferred on the Client, The Consulting Engineer will owe no greater duty of care either in extent or longevity than would have been the case had the transferee been The Consulting Engineer's Client under the original appointment and all limitations and exclusions under these Conditions of Engagement shall continue to apply.

In no case shall The Consulting Engineer be required to transfer or assign any rights or benefits to more than two transferees or assignees.

**6. LAW AND JURISDICTION**

These Conditions of Engagement shall be subject to English law.

The Client and The Consulting Engineer agrees that any dispute claim or other proceedings under or in connection with the engagement or these Conditions of Engagement, including as to their interpretation and application, that is not resolved by mediation, conciliation or arbitration as the parties may agree is appropriate is to be subject to the exclusive jurisdiction of the English Courts and that the determination of such Courts shall be binding and final.





**AUTHORISATION TO PROCEED**

Job Number: 19827  
Project Title: Saltash Waterside Project  
Issuing Engineer: Chris Easterbrook  
Estimated Fee: Concept Design and Drafting - £2,300 + VAT  
Issued to: Saltash Town Council  
Email Address: [irtaylor2@outlook.com](mailto:irtaylor2@outlook.com)

Date of Issue: 28/04/25

It is agreed that this Date of Issue is the Date of Service Commencement.  
The Client is to check this box and initial if the Confirmation Date below is to be the Date of Service Commencement.

☐

I / We confirm acceptance of the proposal and Conditions of Engagement as laid out and attached to John Grimes Partnership Ltd.'s email dated **28/04/25** and hereby authorise John Grimes Partnership Ltd to carry out the work in accordance with that proposal.

I confirm that I am an authorised signatory.

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
On behalf of: \_\_\_\_\_  
Confirmation Date: \_\_\_\_\_  
Invoice Address (if different from above): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please sign and return to John Grimes Partnership Ltd:*

Address: Leonards Road, Ivybridge, Devon, PL21 0RU  
Email: [post@johngrimes.co.uk](mailto:post@johngrimes.co.uk)

**Contact Permissions**

We would love to send you the latest information about John Grimes Partnership Ltd and updates to our services by E-mail, Post, Phone and other electronic means. We'll always treat your personal details with the utmost care and will never sell them to other companies. Please let us know if you would like us to contact you or not by ticking one of the options below:

- ☐ Yes please, I'd like to hear about JGP news and services  
☐ No thanks, I don't want to hear about JGP news and services

You have the right to withdraw your consent at any time by emailing [post@johngrimes.co.uk](mailto:post@johngrimes.co.uk) and asking for your details to be removed from our general mailing list.