

John Kyrle High School

1 Form of Entry Expansion

PCSA Proposal

DarwinGroup Ltd Proposal

Subject to Contract

Quote Ref: QF0093

Date: 13.09.19



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About Us:

DarwinGroup Ltd specialise in the fast track construction of education projects using sustainable modern methods of construction. Our typical project values range between £600,000 to over £10 million.

We provide our clients with a truly unique turnkey service covering all elements of the design, planning and construction activities throughout all of the stages as defined within RIBA using our own in-house team of directly employed designers, architects, town planners and construction professionals. This provides a swift, cost effective and seamless service to our clients.

Our Story:

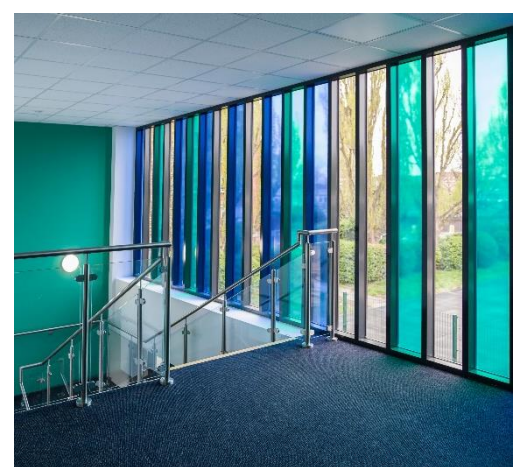
DarwinGroup Ltd was founded in 2006 by the Pierce family. Their experience in the industry now spans five decades. Husband and wife team Richard and Lesley along with three of their six children, Richard Jnr, Jim and Charles work full time for the company.

Over one hundred directly employed specialist construction staff now operate from our head office in the heart of the UK supporting a turnover of £30 million.

There is a high level of staff retention and loyalty within the company, and different ideas, skills and approaches are examined and adopted where sensible. This approach of not being afraid to do things differently from the norm has spawned systems and techniques that have allowed us to redefine what is realistically achievable within tight timescales and budgets.

Key Contacts:

Name	Role / Position	Contact
Jim Pierce	Group Director	01939 252909 jagpierce@darwingroupltd.co.uk
Daniel Barker	Regional Sales Manager	01939 252909 dbarker@darwingroupltd.co.uk
Adam Brindley	Pre-Construction Manager	01939 252909 abrindley@darwingroupltd.co.uk



Letter of Approach



For attention of: Mr Nigel Griffiths, Headteacher

John Kyrle High School
Ledbury Road
Ross-on-Wye
Herefordshire
HR9 7ET

13th September 2019

Dear Nigel,

Re: John Kyrle High School, 1 Form-of-Entry Expansion – Pre-Construction Services Commission

Project Reference: 180170

Quote Reference: QF0093

On behalf of myself and Darwin Group, we are delighted to have been invited to put forward proposals to work with John Kyrle on the development of an options appraisal as part of a Pre-Construction Services Commission to facilitate the expansion of the school by 1 Form-of-Entry for September 2020.

I have the pleasure in presenting you with our proposals for a Pre-Construction Services Agreement. This process will allow us to work closely with John Kyrle High School to develop:

- **An initial Feasibility Assessment/ Options Appraisal to Identify Options to facilitate the Expansion**
- **A full set of scheme designs, up to the end of RIBA Stage 3 (Developed Designs)**
- **A fixed-cost set of Contractors Proposals, based upon a comprehensive suite of construction surveys**
- **A planning application, including submission and administration thereafter to point of determination**

Within the proposal, we include the following appendices for your consideration:

- **Appendix 2: Anticipated Scope of Works**
- **Appendix 3: Client Brief – Including Concept Designs for the New Science Block**

This agreement does not commit John Kyrle High School to contracting Darwin Group to deliver the scheme, but will allow you to develop the schools vision to a point where you have detailed designs and a high level of cost confidence prior to submitting the scheme into planning and the gaining of planning consents.

Anticipated Programme for Pre-Construction and Construction Phases

We would currently expect the Pre-Construction Programme, (Feasibility, Designs, Surveys, Proposals and Planning Application Process) to be undertaken in approx. 20 weeks between September 2019 and March 2020, but this is subject to agreement of the full client brief and scope of works, design development and approval process and co-operation of the planning authority in terms of the formal pre-application and application process. A high level, key milestone programme has been included below:

• PCSA Instruction	20 th Sept 2019
• Design Development, Surveys etc.	23 rd Sept 2019 – 15 th Nov 2019
• Submission of Contractors Proposals	15 th Nov 2019
• Preparation of Planning Submission	18 th Nov 2019 – 6 th Dec 2019
• Planning Application Submission	9 th Dec 2019
• Planning Consents Achieved	31 st Jan 2020 (Assumed 8-week Minor App)
• Discharge of Pre-Commencement Planning Conditions incl. Preparation	3 rd Feb 2020 - 10 th April 2020 **
• Construction Period (24 Weeks)	13 th April – 25 th Sept 2020

**** We would work diligently to ensure that there are no pre-commencement conditions applied to the planning consents. This would allow us to shorten the period between achieving planning consents and starting onsite by approx. 6 weeks. This would enable us to complete the scheme by mid-August 2020.**

Budget Cost Estimate

Our budget cost estimate for the Scheme is based upon the information contained within the attached **Appendix 3 – Client Brief** document. The budget cost estimate is as follows, excl. VAT:

Preliminaries	£ 178,000
Enabling Works and Reduced Level Dig	£ 14,500
Substructure Works incl. Drainage	£ 115,000
Superstructure, incl. all Claddings, Windows, Doors etc.	£ 775,000
Internal Fit Out of Building	£ 274,000
MEPH	£ 475,000
Sub Total	£ 1,831,500

This quotation is a budget quotation and as such no order can be placed against it.

We would propose that the school/ client make the following allowances as Provisional Sums:

Hard Landscaping	£ 30,000
Fit-Out of Science Labs (Benches etc.)	£ 150,000
Planning Condition Discharge Items	£ 10,000

Our costs do not allow for any project contingency in relation to any abnormal site conditions, e.g. contamination, service upgrades etc. We would therefore suggest that it would be prudent for the client to allocate a 5% contingent allowance for such items.

Cost for the Pre-Construction Services Commission

The cost for delivering the Scope of Works outlined in Appendix 2 of this Pre-Construction Services Proposal is £39,400 + VAT.

I would like to thank you for offering Darwin Group the opportunity to put forward these proposals. Should you have any questions in relation to any element of this document, please do not hesitate to contact me.

Best Regards,



Jim Pierce
Group Director

T: 01939 252909 / 07985 277570

Email: jagpierce@darwingroupltd.co.uk

Appendix 2)

Scope of Works



Appendix 2 – Scope of Works

180170 – John Kyrle High School – 1 Form-of-Entry Expansion Project

Quote Ref: QF0093

Surveys, Design and Planning: Scope of Works Description

The below scope of works describes the entire works that have been allowed for within the proposal by Darwin Group Ltd. for the proposed works at John Kyrle High School – for Initial Feasibility/ Options Appraisal followed by Surveys, Design, Contractors Proposals and Preparation, Submission and Administration of a Planning Application. The following provisional list of services will be developed following an initial series of meetings to understand the client brief and having developed with you a set of concept designs and budget cost proposals, for initial discussion with the Local Authority.

Surveys

Darwin Group Ltd. propose to carry out the following surveys:

Ground Investigation Report
Ground Penetrating Radar Survey
STATs Analysis
Arboricultural Survey
CCTV Drainage Survey
Service Capacity Survey and Load Tests
Archaeological Survey
Desktop Unexploded Ordinance (UXO) Survey
Flood Risk Assessment
Topographical Survey
Access and Logistics Survey
Heritage Assessment
Background Noise Assessment

Developed Design (RIBA Stage 3)

Once the reports of the surveys are received, Darwin Group shall interpret these reports and a meeting will be held to present the findings. Should the findings render any influences that may necessitate design changes or uplift in cost a design meeting shall be held specifically to agree any changes and mitigate cost uplift where possible.

The premise for the design shall be based on the client's brief along with the results of the surveys. Darwin Group will draw upon industry expertise and experience to ensure that the proposed designs incorporate the client's requirements outlined in the brief, along with the information received from the surveys – to ensure that the designs are:

- To the client's expectations.
- Aesthetically pleasing providing a signature building.
- Efficiently designed.
- Economically designed.

The subsequent proposal that is provided to the client shall include:

Design Work Undertaken to provide full Contractors Proposals
Ordnance Survey (OS) Site Plan
Attendance at 2 No. Design Meetings
Attendance at 1 No. Planning Pre-application Meeting
Generation and revision following Design Meetings of General Arrangements
Generation and revision following Design Meetings of 2D Elevations
Generation and revision following Design Meetings of Site Location Plan
Generation and revision following Design Meetings of Room Data Sheets
Final General Arrangements
Final 2D Elevations & Material's Schedules (Windows, Doors, Claddings etc.)
Final Site Plan
Final Room Data Sheets
Structural Design
Foundation and substructure design strategy
SuDS (if required) and foul drainage design
Generation of Site Services Layout
Roof Plan
3D Visualisations
Hard & Soft landscaping design
M&E design strategy
Design stage BRUKL
Site Logistics Plan

Other Documents Generated for Contractors Proposal
Project Construction Programme
Survey Tracking Document
Performance Specification
Contractors Sum Analysis
Project Risk Register

Once the design is provided to the client, Darwin Group have included for 2 - 3 design review meeting with the client where the design can be discussed and developed. The meeting will be for a maximum of 4 working hours. During this meeting, if the client identifies any changes that they require to the designs, these must be summarized in writing within the design review meeting. Darwin Group shall carry out design alterations as directed and shall re-submit back to the client. Any further changes required to the design from this point forward will be deemed excluded from this Contract, and may cause a delay to the anticipated programme for the pre-construction and construction phases.

Planning Assistance

Upon completion of the surveys and design development, Darwin Group shall provide John Kyrle High School with a set of Contractor's Proposal, including a pack of supporting information.

Thereafter, and upon John Kyrle High School's instruction, Darwin Group shall submit a planning application for the approved scheme.

The following will be completed by Darwin Group to assist with the planning submission for this project:

Generation of Site Location Plan
Generation of Existing Block Plan
Generation of Proposed Block Plan
Generation of Existing Topographical Plan
Generation of Site Section Drawings
Generation of Environmental Statement
Generation of Design and Access Statement
Generation of Construction Method Statement

Appendix 3) Client Brief



Appendix 3 - Client Brief

180170 – John Kyrle High School – 1 Form-of-Entry Expansion Project

Quote Ref: QF0093

Scheme Design Development and Planning based on the below requirements;

The School will commission Darwin Group Ltd. to undertake a number of Pre-Construction Services to facilitate the development and delivery of the 1 Form of Entry Expansion and associated works at the School. These services will include:

- Design: The development of scheme designs up to the end of RIBA Stage 3
- Surveys: Undertaking of necessary surveys to develop robust Contractors Proposals and to facilitate the preparation of a planning application for the scheme
- Planning: Preparation, submission and administration of the planning application

Schedule of Accommodation:

As shown within our previously issued designs (attached in the following pages) with a starting point of providing a New Building with GIFA (Gross Internal Floor Area) of approximately 855m², to include:

- 6 No. Specialist Science Laboratories
- 6 No. Science Preparatory Rooms
- 1 No. Science Office
- 1 No. Plant Room
- 2 No. Cleaners Store
- Female and Males WC's
- 3 No. DWC's

The final exact schedule of accommodation will be determined through the design development process in consultation between Darwin Group, the School and the local planning authority.

John Kyrle High School



** PLEASE NOTE 3D VISUALS ARE INDICATIVE ONLY **

Rev	Description	By	Chk	Date

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DarwinGroup
Design — Engineering — Contracting — Offsite — Minor Works

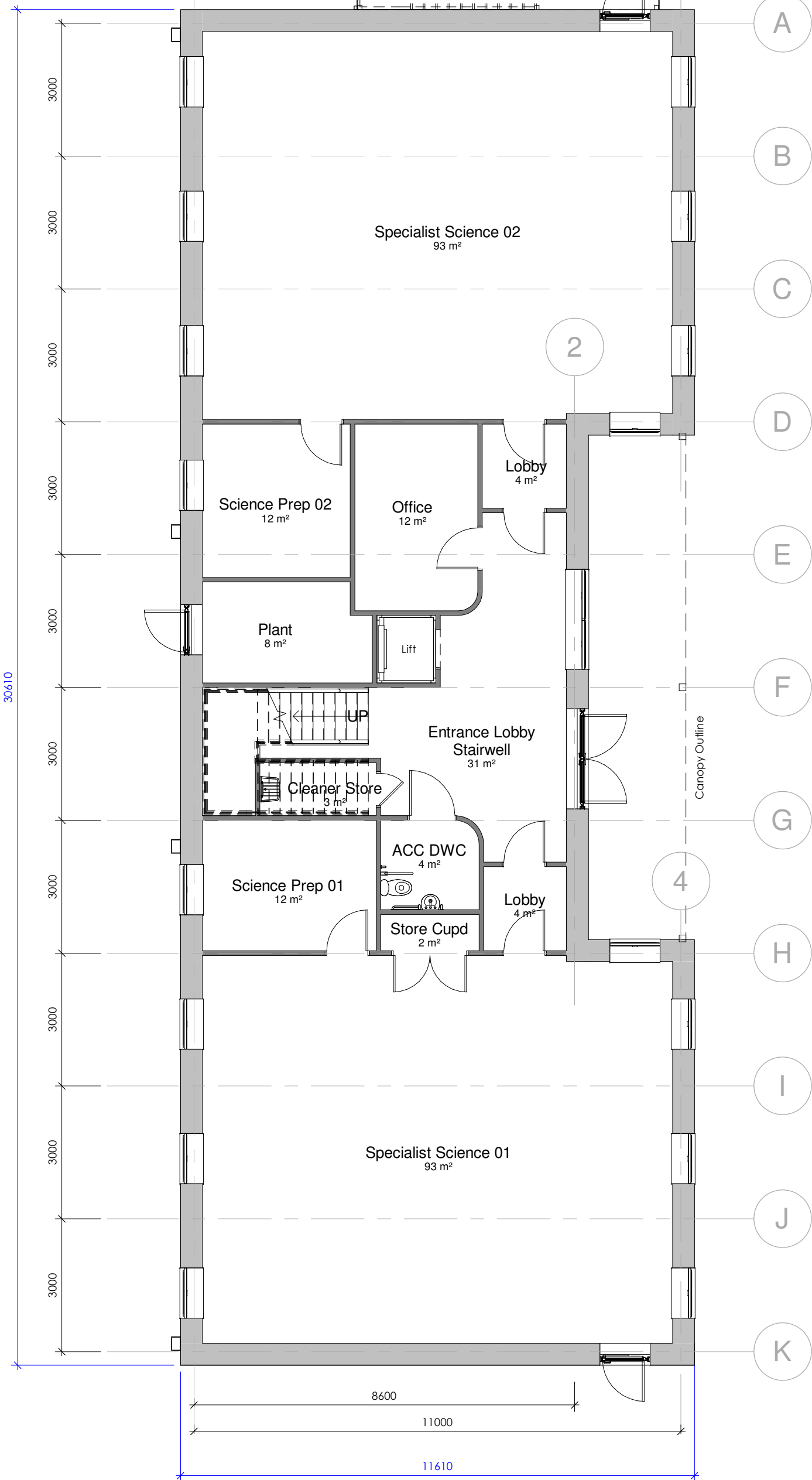
London House, Shawbury
Business Park, Shawbury,
Stretwisbury, SY4 4EA
TEL: 01939 252900
www.darwingroupuk.co.uk

PROJECT TITLE	ADDRESS
John Kyrle High School	Ledbury Road Ross-on-Wye HR9 7ET

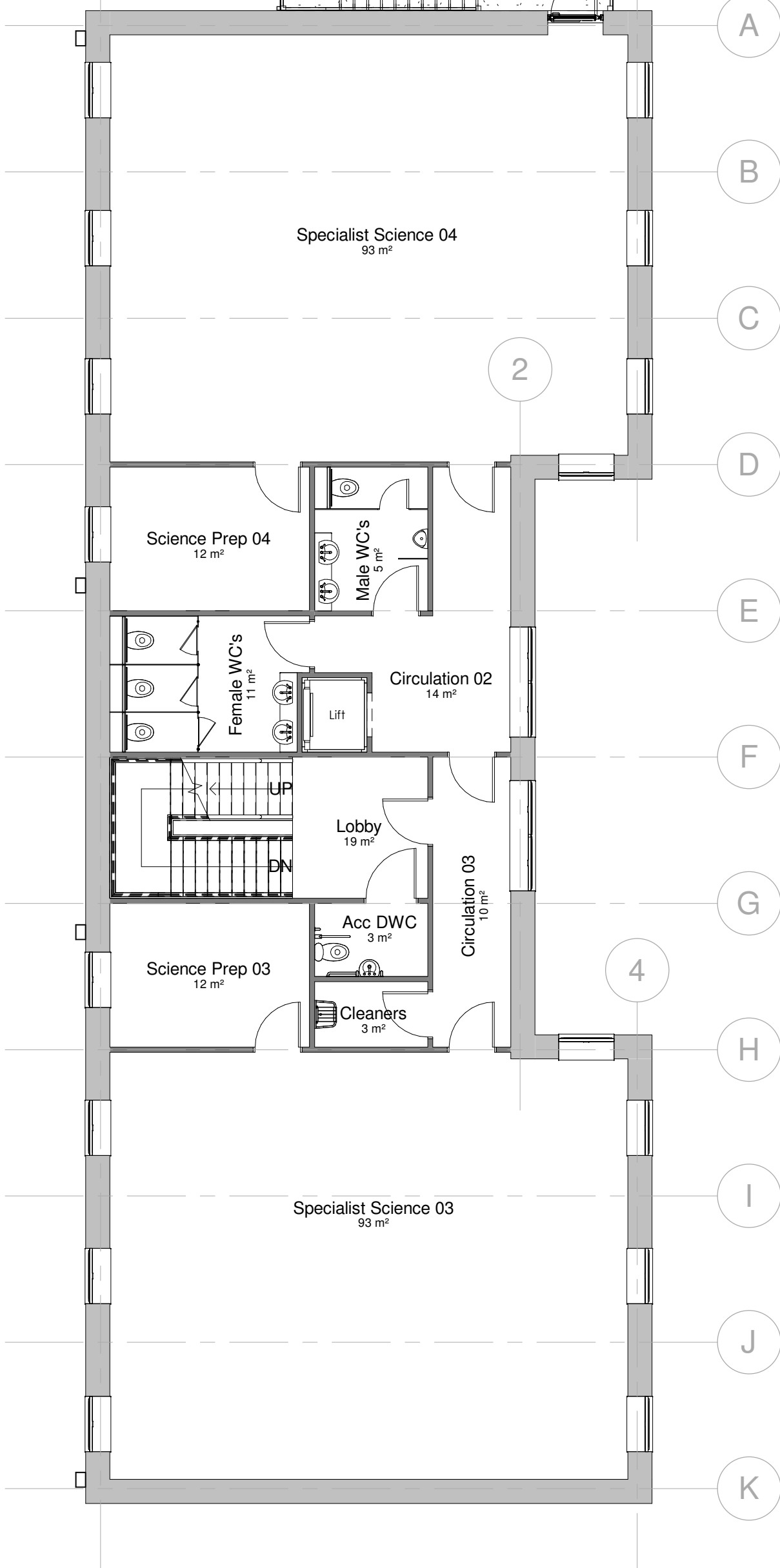
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3D_Visuals

DRAWING REFERENCE							
180170	DGL	03	XX	VS	A	2200	
PROJECT	ORIGINATOR	VOLUME	LEVEL	TYPE	ROLE	NUMBER	
INITIAL ISSUE DATE		INITIAL ISSUE BY		INITIAL CHECKED BY		GIFA	
11/09/19		CR		DK		855 m²	
SUITABILITY				SCALE		SHEET	REV
S0		Initial Status				A1	
STATUS CODE		STATUS DESCRIPTION					

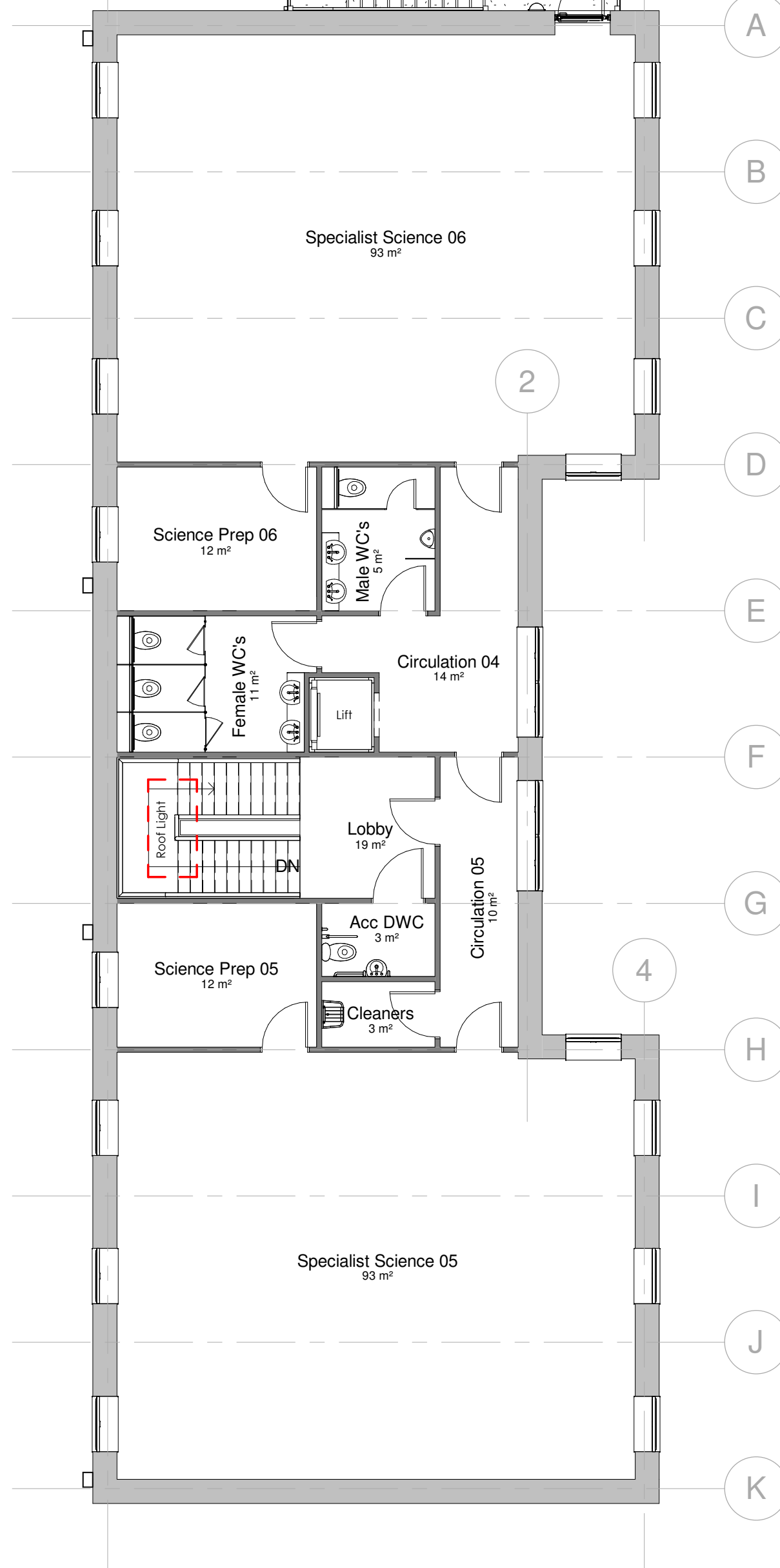
John Kyrle High School



00_Ground_Floor_Plan
1 : 100



01_First_Floor_Plan



02_Second_Floor_Plan

Legend

Ground Floor GIFA: 285.018m²

First Floor GIFA: 285.018m²

Second Floor GIFA: 285.018m²

Total: 855.054m²

W X L X H (m)	Level	Quantity
3.0 x 11 x 3.5	GF	6
3.0 x 8.6 x 3.5	GF	4
3.0 x 11 x 3.5	FF	6
3.0 x 8.6 x 3.5	FF	4
3.0 x 11 x 3.72	SF	6
3.0 x 8.6 x 3.72	SF	4

[illegible]

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DarwinGroup
Construction Has Evolved
— Engineering — Contracting — Offsite — Minor Works
London House, Shawbury
Business Park, Shawbury
Shrewsbury, SY4 4EJ
TEL: 01939 252929
www.darwingroupltd.co.uk

PROJECT TITLE	ADDRESS
John Kyrle High School	Ledbury Road Ross-on-Wye HR9 7L

RAWING TITLE

General_Arrangement

RAWING REFERENCE

30170 DGL 03 ZZ DR A 2000

SUBJECT	ORIGINATOR	VOLUME	LEVEL	TYPE	ROLE	NUMBER
INITIAL ISSUE DATE	INITIAL ISSUE BY	INITIAL CHECKED BY			GIFA	
10/09/19	CR	DK			855 m ²	
CITABILITY				SCALE	SHEET	REV
ISO		Initial Status		As indicated	A1	
STATUS CODE		STATUS DESCRIPTION				



VISUAL SCALE 1:100 @ A1

John Kyrle High School



Front Elevation

1 : 100



Left Elevation

1 : 100

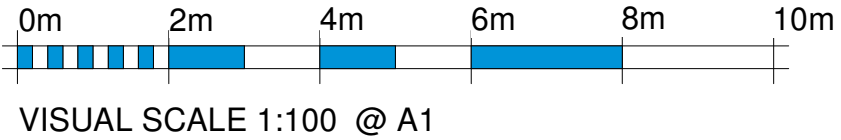


Right Elevation



Rear Elevation

1 : 100



A	GRP Profiled Fascia (RAL TBC)
B	Red Brickwork
C	Red Brickwork Plinth
D	Soldier Course Brickwork
E	Aluminium Windows/Doors (RAL TBC)
F	Aluminium Canopy (RAL TBC)
G	External Staircase
H	Aluminium Rain Water Goods (RAL TBC)
I	Roof Light

[illegible]

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DarwinGroup London House, Shawbury
Business Park, Shawbury,
Shrewsbury, SY4 4EA

Design — Engineering — Contracting — Offsite — Minor Works

PROJECT TITLE	ADDRESS
John Kyrle High School	Ledbury Road Ross-on-Wye HR9 7ET

DRAWING TITLE

Elevations

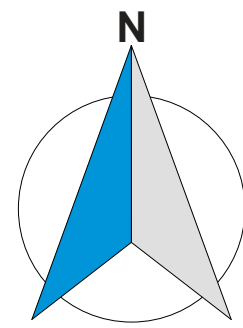
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180170 DGL 03 XX DR A 2100

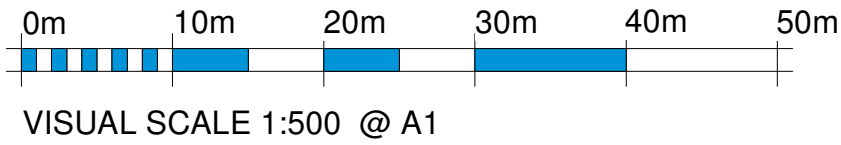
INITIAL ISSUE DATE	INITIAL ISSUE BY	INITIAL CHECKED BY	GIFA
10/09/19	CR	DK	855 m ²

SUITABILITY	SCALAs	SHEET	REV
S0	Initial Status	indicated	A1
STATUS CODE	STATUS DESCRIPTION		

John Kyrle High School



Proposed_Site_Plan
1 : 500



Rev	Description	By	Chk	Date

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DarwinGroup London House, Shawbury
Business Park, Shawbury,
Strewsbury, SY4 4EA
TEL: 01939 252900
www.darwingroupuk.co.uk

PROJECT TITLE
John Kyrle High School

ADDRESS
Ledbury Road
Ross-on-Wye
HR9 7ET

DRAWING TITLE
Proposed Site Plan

DRAWING REFERENCE							
180170	DGL	03	XX	DR	A	1140	
PROJECT	ORIGINATOR	VOLUME	LEVEL	TYPE	ROLE	NUMBER	
INITIAL ISSUE DATE		INITIAL ISSUE BY		INITIAL CHECKED BY		GIFA	
10/09/19		CR		DK		855 m²	
SUITABILITY				SCALE		SHEET	REV
S0				Initial Status		1 : 500	A1
STATUS CODE		STATUS DESCRIPTION					

Appendix 4)

Pre-Construction Services Order Confirmation Form



DarwinGroup

Construction Has Evolved

Design — Engineering — Contracting — Offsite

London House

01939 252900

Shawbury Business Park

Company Registration Number - 5395228

enquiries@darwingroupltd.co.uk

Shrewsbury SY4 4EA

VAT Number - 907075331

www.darwingroupltd.co.uk

PRE-CONSTRUCTION SERVICES ORDER CONFIRMATION FORM

Form Reference	Quote Ref: QF0093	Project Reference	180170 - 1 Form of Entry Expansion
Sales Person	Jim Pierce		
Client Name	John Kryle School	Site Name	John Kryle School
Client Address	Ledbury Road Ross on Wye Herefordshire	Site Address	Ledbury Road Ross on Wye Herefordshire
Postcode	HR9 7ET	Postcode	HR9 7ET
Description	Completed design documents will be forwarded to the client for approval prior to submission of any planning application to the Local Authority.		

Planning & Design Fee (excl. VAT)

£39,400.00

Fee to be paid under the following terms; As per Appendix 5

Works will include for: As per Appendix 2

Signed



Signed

Position

Group Director

Position

Organisation

Darwin Group Ltd

Organisation

Date

13.09.19

Date

By signing and returning this form, you are agreeing to Darwin Group's standard Terms & Conditions of Planning Order. Prices quoted are excluding VAT, which will be charged at the prevailing rate at the time of invoice. Acceptance of this order instructs Darwin Group to undertake all works necessary and incur associated fees without seeking formal

Appendix 5)

Terms and Conditions of Pre-Construction Services Agreement



Terms & Conditions of Order of Pre-Construction Services Agreement

1. Definitions

In the context of these conditions:

- a) The word 'Seller' means Darwin Group Ltd (Company number 5395228) whose registered office is at London House, Shawbury Business Park, Shrewsbury, Shropshire, SY4 4EA and includes its successors or assigns.
- b) The word 'Buyer' will be construed as meaning any person, firm, company, corporation or body (or their successors or assigns) who placed an order for the sale or supply of Services with the Seller.
- c) The word 'Service' means the submission of an application for planning permission and any associated design or survey work described in the quotation document.
- d) 'Contract' means any Contract between the Seller and Buyer for the service supplied, incorporating these conditions, the Buyer's instruction, and the Seller's quotation.
- e) The word 'Order' means the Order placed by whatever means by the Buyer for the supply of the service and accepted by the Seller.

2. Acceptance

- a) Acceptance of an Order will be deemed to bind the Seller and the Buyer to the following conditions, which shall govern the Contract to the exclusion of any other terms and conditions purported to be specified or incorporated by the Buyer. No variation shall have effect unless expressly agreed in writing and signed by the Sellers authorised representative.
- b) The Buyer acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.
- c) The Buyer accepts that this Service is for the submission of a planning application only, and;
- d) Acceptance of this Service does not bind the Seller to responsibility for any other service.

3. Price

- a) The price of the Service shall be the Sellers quoted price. All prices quoted (whether verbally or in writing) shall be exclusive of any value added tax which the Buyer shall pay in addition, to the Seller, when payment is due. The price does not include allowance for any associated

or statutory fees, including local planning authority fees, incurred on behalf of the Seller through the process of lodging the application with the appropriate authorities.

- b) The Seller reserves the right, by giving notice to the Buyer at any time during the Service, to increase the price of the Service to reflect any increase in the cost to the Seller, which is due to any factor beyond the control of the Seller (such as, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, material, third party services or associated fees), any change in delivery dates, design, quantities or specifications for the Goods which is requested by the Buyer or failure of the Buyer to give the Seller adequate information or instruction.

4. Payment and Payment Terms

- a) Payment Terms:
 - (i) 50% immediately upon instruction
 - (ii) 50% upon preparation and agreement of planning submission and cost proposals, but prior to submission of planning application
- b) The Seller shall be entitled to invoice the Buyer as in 4(a) above immediately upon instruction of the Service.
- c) The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- d) Time for payment shall be within 30 days of presentation of invoice or as otherwise stated on the invoice, whichever is sooner.
- e) If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
 - (i) cancel the Contract or suspend any further works on behalf of the Buyer, whether in relation to this or other Contracts between the Seller and the Buyer.
 - (ii) charge the Buyer for any cancellation and remobilisation fees incurred through the cancellation of such services as allowed in 4(e)(i) above along with a reasonably claimed administration fee.
 - (iii) charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 5% per annum above the HSBC Bank plc base rate from time to time in force.

5. Warranties and Liabilities

- a) The Seller offers the Service for the submission of a planning application only:
 - (i) the Seller cannot guarantee to achieve a successful planning application as this is outside of our control, and;
 - (i) the Seller cannot guarantee that there will be a decision made by local planning authority within a certain timeframe, and;

- (ii) the Seller cannot guarantee that any application made will be granted without amendments or conditions, and;
 - (iii) the Seller cannot guarantee that the local planning authority will not place a maximum time period grant of planning as a condition of approval, and;
 - (iv) in no case shall the Seller be liable to the Buyer for any resultant or consequential loss, damage or inconvenience arising out of the delay in delivery or stoppage from any cause whatsoever.
- b) Any designs created and submitted by the Seller are conceptual only, and the Seller does not, through this Service, warrant that such design concepts are compliant with other statutory regulations.
- c) Should the application be rejected by local planning authority, the Seller reserves the right to charge an additional fee for any further work required with either lodging a further application or engaging with the relevant authority, as set out in 3(b).
- d) The total limit of the Seller's liability in respect of this Service is limited to the total value of the service, excluding the value of any third party services and local planning authority fees. No penalty charges or damages of any kind, proven or otherwise, will be accepted by the Seller.

6. Property

Copyright for any documents, designs, reports or other works created by the Seller in connection with the Service remain the property of the Seller.

7. Termination

- a) If;
 - (i) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order (or being an individual or other firm) becomes bankrupt (or being a company) goes into liquidation (otherwise than for the purposes of amalgamation)
 - (ii) any encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer
 - (iii) the Buyer ceases, or threatens to cease, to carry on business
 - (iv) the Seller reasonably apprehends, in its own judgment that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyers accordingly

then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further works under the Contract without any liability to the Buyer notwithstanding any previous agreement or arrangement to the contrary.

- b) The Seller reserves the right to cancel the provision of this Service for any reason without prior notice. Upon cancellation the Seller will refund any monies paid by the Buyer in relation to the Service, excluding the value of any third party services and associated/statutory fees. This will be the full extent of the liability of the Seller.

8. Force Majeure

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, the Seller shall be relieved of the liabilities incurred wherever and to the extent to which the fulfilment thereof is prevented, frustrated or impeded, as a consequence of any such event or by any statute, rule, regulation, order or requisition issued by any government department, council or other duly constituted authority or from strikes, lockouts, breakdown of Plant or any other cause (whether or not of a like nature) beyond the Seller's control.

9. Sub-Contracting

The Seller reserves the right to sub-contract the fulfilment of the Service or any part thereof.

10. General

- a) Any delay or failure of the Seller to exercise a right or remedy shall not constitute a waiver of it or them and any of the Seller's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to the Seller to the effect that such rights are accumulative and are not exclusive of each other.
- b) These terms and conditions cannot be varied or altered by any person other than the Managing Director or Chairman of Darwin Group Ltd.
- c) Without prejudice to the authority of the Courts, it is agreed that the Seller shall be at liberty to commence any proceedings in relation to any failure on the part of the Buyer to perform any of its obligations under this agreement out of such County Court or District Registry of the High Court which shall, in its discretion, be convenient to the Seller and the Buyer shall not object thereto save for the purposes of the trial venue of any such proceedings.
- d) This agreement shall be governed and construed according to the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

- e) Each of our rights or remedies under the Contract is without prejudice to any of our other rights or remedies whether under the Contract or not.
- f) You may not assign the Contract or any part of it without our prior written consent.
- g) You and we do not intend that any term of the Contract shall be enforced by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not party to it.
- h) If any provision of the Contract is found by any Court to be wholly or partly unenforceable, it shall to the extent of such unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

