

Stroma Ref:07-16-58228/Q1/MM

29 July 2016

Agrarian Ltd
Walgaston
Berkeley
Gloucester
Gloucestershire
GL13 9EN

For the attention of: Lisa Hall



6 Silkwood Business Park,
Fryer's Way, Wakefield WF5 9TJ
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2A Randolph Road, Reading

Dear Ms Hall,

Many thanks for the opportunity to provide you with our fees in respect of the BREEAM Domestic Refurb Assessment at the aforementioned project. Our fees are based on the development achieving a **Very Good** rating.

Our team of Consultants and Assessors have extensive experience in providing advice to achieve full certification and regulatory compliance under BREEAM Domestic Refurb, Code for Sustainable Homes, SAP and EPC's. We can also offer BREEAM assessments on commercial developments.

I hope that our quotation meets with your approval and I look forward to receiving your instructions shortly. Should you require further information in the meantime, please do not hesitate to contact me on the number below.

Yours sincerely
For Stroma Technology Ltd

A handwritten signature in black ink, appearing to read 'Melanie McLoughlin'.

Melanie McLoughlin
Estimator
Direct Line: 01924 237531



BREEAM Domestic Refurbishment



Stroma is experienced in undertaking BREEAM Domestic Refurbishment Assessments

BREEAM Domestic Refurbishment	Qty	Unit Fee	TOTAL
BREEAM Pre-Assessment Report <i>with design advice provided as necessary to meet the required rating. We have allowed for 1no meeting at your offices.</i>	1	£1,250	£1,250
BRE Registration fee <i>(included in the above fee)</i>	-	£225	-
DESIGN STAGE ASSESSMENT <i>BREEAM Design Stage interim report with design advise. Final design stage report. Compilation of submission to BRE and BRE QA fees</i>	1	£2,025	£2,025
Design Stage Meeting – Project Office Meeting	1	£335	£335
BRE Certification Fees	1	£250	£250
POST CONSTRUCTION STAGE ASSESSMENT <i>BREEAM As built final report. BRE and BRE QA fees</i>	1	£1,200	£1,200
Post Construction Stage Meeting – Site Meeting	-	£580	-
SUMMARY TOTAL			£6,090

Online Project Management Software



To facilitate efficient communication with the design team Stroma Technology utilises Tracker Plus, one of the leading online project management software packages for BREEAM Assessments.

This software allows members of the design team to view the credit requirements online and understand what evidence they need to submit to allow the development to achieve the required BREEAM rating. The design consultants then upload documentary evidence via the online system, which Stroma's BREEAM Assessor checks and awards credits accordingly.

The system allows the Project Manager or client to see a real-time BREEAM score, based on the evidence received and checked to date. The use of this software ensures the BREEAM process moves smoothly from start to finish and streamlines the amount of work required from all members of the design team.

For further details please visit www.tracker-plus.co.uk

Our Invoice Terms

This quotation, which is valid for 6 months from date of issue, is provided in strict confidence. All fees are exclusive of VAT. The fee schedule is based on the client choosing to use the online project management system detailed in the scope of works for the collection of data, should an offline system be preferred, Stroma will add an administration fee of £200 to the interim and final stages of the above fees. Payment will be applied for with 0% retention. Stroma will invoice the Pre Assessment fee upon issue of the respective report. Stroma will invoice 50% of the Design and Procurement Stage Assessment upon issue of the first request for information (RFI) to the design team. The balance of the Design and Procurement fee and BRE Certification fees will be invoiced at the point of submission to BRE. The Post Construction Review will be invoiced in the same manner i.e. 50% will be invoiced upon issue of the first RFI to the design team with the balance invoiced at the point of submission to BRE. Stroma terms and conditions apply.

All Stroma reports are issued in electronic PDF format via email or CD/DVD. We can however supply one free of charge hard copy on request. If further hard copies are required, we can supply these via an external printing firm. All costs for this service will be forwarded to the client and agreed before releasing reports for printing.

Terms and Conditions

1. Definitions

- 1.1. 'Stroma' shall mean Stroma Technology Limited, a division of Stroma Developments Limited, its employees, subcontractors or agents.
- 1.2. 'The client' shall mean person(s), firm or corporate body that instructs Stroma to perform the test, investigation, research or similar.
- 1.3. 'Agreed' shall mean agreed between the client and Stroma.

2. General

- 2.1. These conditions shall apply to all work undertaken by Stroma. No additions or variations shall apply, unless agreed in writing.
- 2.2. Stroma reserves the right to decline an order without providing a reason.
- 2.3. All contracts may be terminated prior to completion by providing 1 month's notice. The client shall be responsible for all costs accumulated up to the date of termination.

3. Quotations & Charges

- 3.1. All charges shall be in accordance with a quotation provided by Stroma.
- 3.2. Quotations shall be valid for a period of 6 months, unless otherwise agreed.
- 3.3. Stroma reserves the right to amend all quotations, due to cost fluctuations such as staff salary changes or travel expenses.
- 3.4. Stroma reserves the right to charge additional fees for any works requested that fall outside of the agreed fees and scope of works provided. Stroma requests acceptance of any additional fees and provision of a valid purchase order prior to commencement of said works. This includes for any revisions to works undertaken and issued previously that are required as a result of changes to specification or design.
- 3.5. The normal working day of Stroma 'testing' operatives is 08:00–16:00, Monday-Friday. If the on-site duration extends beyond standard working hours, Stroma will charge the full test fee(s) plus the out-of-hours fee.
- 3.6. The normal working day of Stroma office-based staff, including consultants and assessors, is 08:30-17:30, Monday-Friday. It should not be expected that contact be made with Stroma employees outside of this timeframe.

4. Testing

- 4.1. All equipment shall be tested regularly in accordance with the relevant British Standards Institution, or other recognised body, to ensure compliance.
- 4.2. By prior agreement, all tests may be witnessed by a representative of the client or client's agent. Stroma shall be entitled to charge for subsequent costs incurred.
- 4.3. The client shall be responsible for ensuring that Stroma has the correct permission to be on site to complete all necessary testing/inspections.
- 4.4. The client shall ensure that the owners/occupiers have sufficient insurance to cover all liabilities arising from:
 - injury to Stroma staff whilst onsite
 - accidental damage to Stroma's equipment/property whilst onsite
 - damage or injury to third party whilst onsite.
- 4.5. The client will accept Stroma's judgement and decisions in ensuring the tests are conducted and reported on correctly. The client will not attempt to influence Stroma.

5. Equipment Hire

- 5.1. The terms of hire are as per the HAE Conditions, which are available for download from: www.stroma.com/files/technology/HAE_Conditions.pdf.

6. Certification of Test Data

- 6.1. No report or certification produced by Stroma may be used for advertising or other publication without written consent from Stroma.

7. Assessment and Consultancy

- 7.1. All consultancy and assessment work shall be undertaken by, or overseen and approved by persons accredited by relevant bodies to undertake the scheduled works. Evidence of relevant accreditation can be obtained from the relevant accreditation/certification bodies.
- 7.2. Building Regulations Part L1A and Part L2A assessment includes for assessment of dwelling emission rate (DER) or building emission rate (BER) as determined based upon specification, drawings and details as provided by others. A number of revisions to the calculation based on change to the specification may be included, as specified within the quotation provided. Stroma does not hold responsibility for ensuring compliance with any specified targets.
- 7.3. BREEAM and Code for Sustainable Homes (CSH) assessments include for assessment of performance only and Stroma does not hold responsibility for ensuring compliance with any specified targets.
- 7.4. Any assistance provided by Stroma in order to meet any compliance targets does not constitute design advice: it is the responsibility of the client, designer or design team to ensure that any advice given is practicable and in line with other stipulated requirements and regulations.
- 7.5. Accuracy and/or correctness of results/reports issued by Stroma is based upon the relevant information provided by the Client (including members of design team) at the time of the works being carried out. The Client retains responsibility for ensuring that information provided is up to date and accurate at all times. Stroma reserves the right to charge for the amendment of reports or calculations due to incorrect information provided by the Client at the time of any assessment.
- 7.6. Any 'preliminary' Energy Performance Certificate (EPC) issued at 'as designed' stage is produced based on design information provided (as 7.5) and using the version of the EPC calculation engine at the time of the assessment, and is provided as an indicative result only. Stroma is bound by certification rules over the version of EPC calculation engine used at the time of final certification (on project completion) and is not liable for any changes in final rating (from preliminary) which result from changes to final 'as built' specification or EPC calculation engine.
- 7.7. Changes to calculation engine for EPCs (as 7.6) may also impact on the final results achieved for 'As Built' stage Building Regulations compliance. Stroma shall not be liable for the impact of any such changes, however where changes to the result due only to the change in calculation engine result in 13.11. Payment terms shall be 30 days from date of invoice, subject to a satisfactory credit worthiness check.
- 13.12. Stroma reserves the right to request payment in advance of any work commencing.
- 13.13. Stroma reserves the right to submit various regular progress claims.

non-compliance, Stroma shall provide a final Building Regulations compliance document based on the calculation engine used at the time of the 'as designed' assessment as accepted by Building Control. Where changes do not result in non-compliance, the current version of the calculation engine shall be used.

- 7.8. Stroma utilises third party online project management software for all BREEAM assessments. Where any client requires the use of an offline/manual process, Stroma reserves the right to charge an additional fee as outlined within the quotation.
- 7.9. Stroma issues all completed reports in pdf format via email or CD/DVD. Stroma can provide on request 1No. printed hard copy report free of charge. If further hard copies are required, these can be supplied via an external printing firm. All costs for this service will be forwarded to the client and agreed before releasing reports for printing.

8. Intellectual Property

- 8.1. Acceptance of any works relates to the procurement of final issued reports by Stroma only, including Building Regulations checklists (BRUKL), SAP Worksheets, SAP input summary data, EPCs or similar. Any computational modelling, testing, or supplementary calculations required to facilitate the generation of any report remain the intellectual property of Stroma. Any release of this information is entirely at the discretion of Stroma and may incur additional cost agreed by all parties at a relevant time.

9. Cancellation

- 9.1. Tests
- 9.1.1. If the test is cancelled or postponed on the agreed test date as a result of an incomplete building or lack of access, 100% of the applicable test fee is chargeable.
- 9.1.2. If the test is postponed or cancelled within two days of the test date, 50% of the full test fee will be payable.
- 9.1.3. Any cancellation/postponement due to adverse weather will not incur a cancellation fee.
- 9.2. Assessment and Consultancy Works
- 9.2.1. Stroma reserves the right to invoice the client for any works which have been instructed and are subsequently cancelled where any work has been undertaken.
- 9.2.2. Where any works are formally placed on hold by the client for any reason outside of the control of Stroma, Stroma reserves the right to charge a fee reflective of the works undertaken to the point at which the works are placed on hold.
- 9.2.3. Where information required to complete works is not forthcoming after a period of 6 weeks from first request and Stroma are unable to continue to progress any assessment or consultancy works, Stroma reserves the right to formally place the works on hold, at which point item 9.2 becomes valid.
- 9.2.4. Stroma shall require a formal confirmation in writing that any works previously placed on hold are to recommence. Stroma reserves the right to amend any previous quotations and agreed timescales at this point.
- 9.2.5. Should it become apparent that any form of assessment of a project will not meet any previously determined targets upon completion of construction works, Stroma shall advise at the earliest opportunity and shall invoice for the full value of any stage of assessment for which Stroma is currently engaged.

10. External certification/accreditation fees

- 10.1. All certification fees stated within any quote are correct as of the date of quotation and are subject to change by relevant certification bodies. Any changes to certification/ accreditation fees shall be passed onto the client with no uplift at the point of invoicing.

11. Confidentiality

- 11.1. Stroma shall treat all information obtained from the client, tests and investigations as confidential; no such information shall be disclosed to a third party without prior approval from the client.

12. Limitations of Liability

- 12.1. Stroma shall exercise due care, reasonable skill and diligence in order to complete all work, producing reports and providing guidance. However, Stroma shall not be liable for any loss of earnings or damage, whether direct or indirect, arising from the use of reports, certificates, information or advice issued by Stroma.
- 12.2. Stroma shall not be liable for loss, expense or damage incurred by the client, resulting from a delay in completing the test, investigation or consultancy.
- 12.3. Stroma shall not be liable for loss or damages to the property arising from the test.

13. Payment

- 13.1. Code for Sustainable Homes payment terms are as follows:
- 13.2. Stroma will invoice 50% of the Design Stage Assessment following the first request for information relating to this stage, with the balance plus costs being charged at Design Certification Stage. The same principle will be applied for the Post Construction Stage Assessment.
- 13.3. All other services invoiced on completion/first issue of respective report. This includes SAP assessments with 100% invoiced at design stage.
- 13.4. SAPs and EPCs are an inclusive fee and will be invoiced in full at 'as designed SAP completion'
- 13.5. BREEAM Assessment payment terms are as follows:
- 13.6. 100% of Pre-Assessment fee upon issue of respective report
- 13.7. 50% of Design & Procurement Stage fee upon issue of 1st D&P Stage RFI to the design team
- 13.8. Balance of Design & Procurement Stage fee plus certification fees at submission to BRE
- 13.9. 50% of Post Construction Review fee upon issue of 1st PCR Stage RFI to the design team
- 13.10. Balance of Post Construction Review Stage fee plus certification fees at submission to BRE
- 13.14. All payments shall be paid without deduction; in the event of a query, the invoice shall be paid in full less the queried amount following client/Stroma agreement.
- 13.15. Stroma shall be entitled to charge interest at 2% above the Bank of England lending rate on accounts, of any sum, outstanding for more than 30 days and unjustifiably withheld.

Updated 01.02.14.