

02/06/2025

Dear Liz,

Professional Appointment for Services – Workplace/Space Planning Consultancy

1 Appointment

- 1.1 We, the London Borough of Haringey (Haringey), confirm that you, Consarc Consulting Architects Ltd, are appointed as a Designer for professional services in relation to Workplace Design for the Haringey Civic Centre development (the Project) in accordance with this letter of appointment (the Appointment) and the details provided in Schedule 1.
- 1.2 During the period of your engagement you shall carry out the services (the Services) listed on the Schedule 2, in accordance with the Appointment.
- 1.3 The Appointment shall be effective from 2nd. June 2025. Any services performed by you on the Project before this date shall be treated as services performed under this Appointment.
- 1.4 You shall provide any additional workplace or advisory services relating to the Project reasonably requested by us, if required for additional fees under the hourly rate provided. Any such services shall be deemed to have been provided as the Services for the purpose of paragraph 2 above.

2 Duty of Care

- 2.1 You will exercise the reasonable skill and care in performing the Services usually expected of a reasonably skilled member of the profession of the discipline stated in paragraph 1.1 and who is experienced in providing services similar to the Services.
- 2.2 You shall provide properly and suitably qualified staff for the provision of the Services and you shall ensure your staff shall keep all information relating to this Appointment and the Project confidential.

3 Legislation and Consents

- 3.1 Without limiting the generality of paragraph 3.1, you shall, and where applicable, shall procure that your sub-contractors and agents shall in performing the Services and in your relationship with Haringey,
 - 3.1.1 not unlawfully discriminate on the basis of age, race, religion, gender, sexual orientation or disability;
 - 3.1.2 comply with the Human Rights Act 1998;
 - 3.1.3 comply with your statutory duties under the Asylum and Immigration Act 1996 and/or any other relevant legislation in relation to the engagement of staff;
 - 3.1.4 comply with any statutory requirements in relation to the recruitment of persons who have a criminal record and to disclosures under the Police Act 1997 and ensure that all Staff who may be required to come into contact with children or vulnerable adults have, before they are so engaged, appropriate levels of Disclosure and Barring Service checks done having regard to the nature of the work they are required to do;
 - 3.1.5 pay your staff at least the London Living Wage alongside compliance with the National Minimum Wage Act 1998 and all other relevant employment legislation;

- 3.1.6 process all personal data in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation and/or any other relevant legislation;
 - 3.1.7 abide by all anti-corruption, modern day slavery and anti-human trafficking legislations; and
 - 3.1.8 assist and co-operate with Haringey in order to enable Haringey to comply with its obligations to disclose information under the Freedom of Information Act 2000.
- 4 Fee
- 4.1 Haringey shall pay the fee (£31,200) for the Services during the period of your engagement in accordance with the details provided in the Schedule 1, which expires 31 July 2025, unless otherwise expressly extended.
 - 4.2 Unless specified otherwise in the Appointment, the Fee shall be fixed for the supply of all of the Services. The Fee excludes VAT which shall be added, where applicable, and included in any invoice.
 - 4.3 You may submit an invoice (quoting the purchase order number and reference) for the Services supplied to the Project on a monthly basis in accordance with Schedule 1. We shall pay all undisputed invoices within thirty (30) days of the date of receipt of such invoices in accordance with Schedule 1. The invoice shall be submitted electronically and contain details of the purchase order number, contact name and Haringey contact reference.
 - 4.4 You shall keep secure and maintain for three years after your period of engagement, full and accurate records of the performance of the Appointment. You will grant Haringey and/or its authorised agents and auditors such access to your records as they may reasonably require.
 - 4.5 You shall use all reasonable endeavours to ensure measurable and continuous improvement in the performance of the Services and ensure that the services provide value for money. You agree to comply with all reasonable requests of Haringey in respect of fulfilling its Best Value Duty, relating to the performance of this Appointment.
- 5 Intellectual Property
- 5.1 You will remain the owner of the copyright in all design works or other documents which may be prepared, conceived or developed by you or on your behalf in the course of or as a result of carrying out the Services. You grant to Haringey an irrevocable royalty free non-exclusive licence to use and to copy any or all such design works or other documents for any purpose connected with the Project, such licence shall carry the right to grant sub licences and shall be transferable to third parties and shall subsist notwithstanding the determination (for any reason) of the Appointment.
 - 5.2 You shall provide Haringey Council with two copies of all specifications of the Services on request, in the event of termination.
- 6 Professional Indemnity Insurance
- 6.1 You shall maintain from the date of this Appointment and for a period expiring no earlier than 3 years after the date of the completion of your services (and notwithstanding termination of this Appointment) professional indemnity insurance to cover each and every professional liability under the Appointment for a sum not less than [£1,000,000] provided always that such insurance continues to be available in the United Kingdom market upon commercially reasonable terms.
 - 6.2 You shall produce upon request for inspection by Haringey evidence that such insurance is being properly maintained. You shall notify us immediately if such insurance ceases to be available or if for any other reason you are unable to continue to maintain such insurance.

- 7 Limitation
- 7.1 Notwithstanding anything to the contrary contained in this Appointment and without prejudice to any provision in this Appointment whereby liability is excluded or limited to a lesser amount, your liability to Haringey Council, under or in connection with this Appointment whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than for personal injury or death) for any claim shall not exceed the amount stated in Schedule 1.
- 8 Assignment
- 8.1 You shall not transfer, sub-contract, delegate or assign directly or indirectly, any of the rights or obligations under this Appointment except with our prior written consent and subject to any terms and conditions we may specify. We and our successors in title may assign the benefit of this Appointment on two occasions without your consent.
- 9 Termination and Suspension
- 9.1 The Appointment is terminable by Haringey upon giving seven (30) day's written notice to you. We may also terminate this Appointment with immediate effect if you are in breach of any of its terms. Termination shall bring an end to your engagement to provide the Services but shall not prejudice either party's right to pursue the other for breach of the Appointment.
- 9.2 We may suspend the Services at any time by giving you written notice of such suspension.
- 10 Disputes
- 10.1 Where the Housing Grants, Construction and Regeneration Act 1996 (the Act) applies to this Appointment, a party may refer a dispute to adjudication in accordance with The Scheme for Construction Contracts (England and Wales) Regulations.
- 10.2 In accordance with the Act, the adjudicator is permitted to correct his decisions so as to remove a clerical or typographical error arising by accident or omission.
- 11 Contracts (Rights of Third Parties) Act 1999
- 11.1 No third party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 12 Governing Law
- 12.1 This Appointment shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.

Please sign the copy of this letter for and on behalf and return to us.

Yours faithfully



Aktar Choudhury, Civic Centre Programme Director

For and on behalf of Haringey

Date 11/6/2025

Agreed in the terms of this Appointment for and on behalf of [Consarc Consulting Architects Ltd]

.....E J (Liz) Pickard.....[Liz Pickard, Director] Date 06 June 2025

Schedule 1

Project Description:

Workplace Design Haringey Civic Centre, Wood Green

Payment:

The Fee is calculated at 100% of the estimated Project value being £31,200

The Fee shall be invoiced in 2 parts, June and July 2025 on satisfactory completion of each part of the commission as detailed in the schedule below. The payment for each invoice shall be made within 30 calendar days of the invoice date.

Requirements	Price (£)
Develop a written brief for the fit out (Equip) project that is affordable	£6,500
Develop workspaces layout / floor plans (2-3 versions). Showing the desired workspaces along with the furniture and technology overlay with reference to the workforce Design principles and the reuse policy.	£18,750
Undertake study of the Council Chamber and suppliers, interfacing with Democratic Services and AV consultants to develop detailed furniture proposals for the Council Chamber and Committee Rooms.	£3,750
Liaison, attendance and meetings, handover of all reports.	£2,200
Total	£31,200

The Fee shall be due five (5) days after receipt by the relevant representative of your application (Payment Due Date). The Fee shall include all taxes, all expenses and any disbursements (unless expressly agreed beforehand with us).

Not later than five (5) days after the Payment Due Date, we shall notify you of the sum that we consider to be due at the Payment Due Date and the basis on which that sum is calculated (the Payment Notice).

If we have failed to serve a Payment Notice, we shall pay you, subject to any Pay Less Notice we serve, the sum set out in the application for payment.

The final date for payment shall be 25 days after the Payment Due Date (the Final Date for Payment).

If we wish to pay less than the amount set out in the Payment Notice (or, if we have failed to serve the Payment Notice, we wish to pay less than the sum set out in the application for payment), we shall, not later than three (3) days before the Final Date for Payment (Prescribed Period), serve notice on you specifying the amount which we consider to be due on the date the notice is served and the basis on which that sum is calculated (the Pay Less Notice).

Limit of Liability:

As detailed in the Request for Quotation

Schedule 2

Services

As set out in the in the Haringey Civic Centre – Workplace Design Consultants Brief
Copy attached.



Workspace Brief.pdf



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response method stat
