

23 December 2021

**US Bank Trustees Limited**

**(in its capacity as Issuer Security Trustee)**

125 Old Broad Street

London EC2N 1AR

Attention: Structured Finance Relationship Management

Delivered by email to [laurence.griffiths@usbank.com](mailto:laurence.griffiths@usbank.com)

*Copy to:*

**UPP Bond 1 Limited ("ParentCo")**

First Floor, 12 Arthur Street

London EC4R 9AB

Attention: Company Secretary

Delivered by email to [rita.chudasama@upp-ltd.com](mailto:rita.chudasama@upp-ltd.com)

Dear Sirs

**MA Proposal Request related to Remediation Works at UPP (Plymouth Three) Ltd**

**Monitoring Adviser Recommendation**

We refer to ParentCo's MA Proposal Request dated 20 December 2021 (copy attached for ease of reference) addressed to yourselves and ourselves (the "**MA Proposal Request**") as the Monitoring Adviser, pursuant to the terms of the Monitoring Services Agreement dated 5 March 2013 (the "**MSA**") and our subsequent Category Determination dated 23 December 2021.

Terms defined in the Common Terms Agreement dated 5 March 2013 (the "**CTA**") between, amongst others, ParentCo, ourselves and the Issuer Security Trustee shall have the same meaning in this Monitoring Adviser Recommendation, unless specified as being defined elsewhere or in the MA Proposal Request.

The Monitoring Adviser has prepared this Monitoring Adviser Recommendation based upon information received by the Monitoring Adviser from the Issuer. This Monitoring Adviser Recommendation has not been prepared on the basis of any information that has been identified as Inside Information. The Monitoring Adviser has no responsibility for the adequacy or accuracy of any of the information or documentation provided to it in connection with the services provided by it under the MSA and the Monitoring Adviser may act on the opinion or advice of, or a certificate or any information from, advisers or experts. In preparing this Monitoring Adviser Recommendation the Monitoring Adviser has performed only those services it is obliged to carry out in accordance with the MSA and has done so in accordance with the Monitoring Standard. The Monitoring Adviser does not owe any fiduciary duty to any Holder of Securities and is not liable for any loss, liability, claim, expense or damage suffered or incurred by any Holders of Securities, any other Issuer Secured Creditor, the Issuer, the ParentCo, any AssetCo or any other transaction party with respect to the performance of its obligations under the MSA or the Issuer Deed of Charge, save for any loss suffered by the Holders of Securities resulting from its fraud, gross negligence or wilful default.

PAGE 1 OF 4

The Monitoring Adviser makes no representation or warranty, express or implied, that the documentation and opinions referred to herein, or the information contained or the assumptions on which they are based are accurate, complete or up-to-date in each case other than the opinions of the Monitoring Adviser as at the date of this Monitoring Adviser Recommendation based upon such information. The Monitoring Adviser has no obligation to update any such opinions other than in accordance with its obligations under the MSA.

This Monitoring Adviser Recommendation is not a recommendation or inducement to buy, sell or hold any securities (including those issued by the Issuer).

Pursuant to Clause 3 (*Monitoring Adviser Recommendation*) and Clause 4 (*MA Direction Matter*) of Schedule 2 (*AssetCo Monitored Activity Decision Procedures*) of the MSA it is our Monitoring Adviser Recommendation that the Issuer Security Trustee approves (and we hereby direct the Issuer Security Trustee to approve) the Consent Requests on behalf of the Issuer Secured Creditors subject to:

- If a report becomes due under the last paragraph of clause 2.24 (b) of the MA Proposal Request as a result of the Remediation Works not being forecasted to be achieved by a relevant Key Milestone Date or that more than 5% of residents are unable to occupy the Property for one or more nights, that such report will promptly be made available to Holders; and
- If the costs of the Remediation Work budgeted costs are expected to exceed the amounts shown in the Cash Flow Forecast as appended to the MA Proposal Request as Schedule 4 by more than 5% in aggregate, Plymouth Three will seek approval from ParentCo and the Issuer Secured Creditors, under the provisions for AssetCo Monitored Activities, for any such projected excess spending.

The reason for our Monitoring Adviser Recommendation is that we do not consider approving the Consent Requests to be materially adverse to the interests of the Issuer Secured Creditors because, inter alios:

- Should the Remediation Works not be undertaken, the Property may become unavailable in the medium-term, reducing Net Cash Flow available to meet the UPP Plymouth Three AssetCo Debt Service Requirement in the longer term;
- Not undertaking the Remediation Works implies failing to remedy a risk that is potentially hazardous to occupants and others in and around the University of Plymouth campus (noting that the Property is located at the heart of the campus);
- The aggregated Net Cash Flow across all seven AssetCos is sufficient to ensure that the aggregated Senior Financing Costs and Senior Financing Principal should continue to be paid in a timely manner, whilst preserving a reasonable cushion to mitigate the risk of a Lock-Up Event without impacting the required adequacy any reserve funds; and
- ParentCo has agreed to retain sufficient excess liquidity to support the residual costs of the Remediation Works and UPP Group Limited has documented its commitment to UPP Plymouth Three through the letter of comfort provided and the compensation arrangements agreed with the University of Plymouth.

In reaching this conclusion, we have undertaken analysis of the reported and pro-forma cash flows supplied by UPP to understand the impact of the costs on certain relevant reported financial ratios using four scenarios.

- a) Base Case Scenario 1; this assumes that the remediation works proceed as planned and that the Property is 99% occupied from 2022/23

Table One: Plymouth AssetCo and Senior ADSCRs (Base Case)									
	Aug-20	Feb-21	Aug-21	Feb-22	Aug-22	Feb-23	Aug-23	Feb-24	Aug-24
Base Case: Plymouth Historic	1.27x	1.31x	1.08x	0.61x	0.48x	1.01x	1.39x	1.37x	1.38x
Base Case: Plymouth Projected	1.27x	0.31x	0.48x	1.01x	1.39x	1.37x	1.38x	N/A	N/A
Base Case: Senior Historic	1.37x	1.37x	1.26x	1.17x	1.24x	1.37x	1.46x	1.46x	1.46x
Base Case: Senior Projected	1.30x	1.21x	1.24x	1.37x	1.46x	1.46x	1.46x	N/A	N/A

In this scenario 1 it is evident that the UPP Plymouth ratios remain under the 1.15x trigger level until at least the February 2023 Test Date. However, at the consolidated level, it is evident that there is sufficient headroom to afford the Remediation Works and still not trigger a Lock-Up.

- b) Scenario 2; this assumes that the remediation works do not proceed and that the Property remains occupied throughout

	Aug-20	Feb-21	Aug-21	Feb-22	Aug-22	Feb-23	Aug-23	Feb-24	Aug-24
Base Case: Plymouth Historic	1.27x	1.31x	1.57x	1.40x	1.32x	1.33x	1.39x	1.37x	1.38x
Base Case: Plymouth Projected	1.27x	1.40x	1.32x	1.33x	1.39x	1.37x	1.38x	N/A	N/A
Base Case: Senior Historic	1.37x	1.37x	1.30x	1.28x	1.36x	1.42x	1.46x	1.46x	1.46x
Base Case: Senior Projected	1.30x	1.28x	1.36x	1.42x	1.46x	1.46x	1.46x	N/A	N/A

In this scenario 2 we examine the financial ratios that are forecast without any works at the Property. These demonstrate the robust underlying financial performance of UPP Plymouth Three, most notably indicating recovery from the earlier challenges encountered in relation to sustaining occupancy and student satisfaction at Robbins and Gilwell Halls.

- c) Scenario 3; this assumes that the remediation works proceed but that they are not completed on time and that the Property remains unoccupied for the 2022/23 academic year

	Aug-20	Feb-21	Aug-21	Feb-22	Aug-22	Feb-23	Aug-23	Feb-24	Aug-24
Base Case: Plymouth Historic	1.27x	1.31x	1.08x	0.61x	0.48x	0.72x	0.94x	0.93x	0.94x
Base Case: Plymouth Projected	1.27x	0.31x	0.48x	0.72x	0.94x	0.93x	0.94x	N/A	N/A
Base Case: Senior Historic	1.37x	1.37x	1.26x	1.17x	1.24x	1.33x	1.44x	1.38x	1.42x
Base Case: Senior Projected	1.30x	1.17x	1.24x	1.33x	1.44x	1.38x	1.42x	N/A	N/A

In scenario 3 the 2021/22 financial ratios track Scenario 1; however, beyond this we assume that the 331 rooms at the Property remain void in the following academic year. Whilst in this scenario there would likely be some cost increases associated with the Remediation Works, it is also unlikely that all rooms would be left void. This scenario continues to emphasise the strength of the consolidated ratios.

- d) Scenario 4; this assumes that the remediation works do not take place and that the Property remains unoccupied after the end of the current academic year

	Aug-20	Feb-21	Aug-21	Feb-22	Aug-22	Feb-23	Aug-23	Feb-24	Aug-24
Base Case: Plymouth Historic	1.27x	1.31x	1.57x	1.40x	1.32x	1.03x	0.94x	0.69x	0.57x
Base Case: Plymouth Projected	1.27x	1.40x	1.32x	1.03x	0.94x	0.69x	0.57x	N/A	N/A
Base Case: Senior Historic	1.37x	1.37x	1.30x	1.28x	1.36x	1.37x	1.44x	1.38x	1.42x
Base Case: Senior Projected	1.30x	1.28x	1.36x	1.37x	1.44x	1.38x	1.42x	N/A	N/A

In scenario 4, the current academic year rents are received but no Remediation Work costs are incurred (assuming in such a scenario that this MA Proposal Request is not agreed). We assume that this results in an enforced closure of the Property for building safety reasons and therefore that no rents are received thereafter in the short- to medium-term, placing the AssetCo into stress. Again, the strength of the consolidated ratios is evident.

We have sought legal support from Clifford Chance to review the Remediation Documents as well as the MA Proposal Request from an Issuer Secured Creditor and Monitoring Adviser perspective; the comments provided have been either reflected in the documents or satisfactory explanations provided.

We have sought technical advice from Paul Nash Consultancy to review the various intrusive survey works reports referenced in the MA Proposal Request and the scope of work for the Remediation Works. This review led to various recommendations that, in our reasonable opinion, have been responded to in a satisfactory manner by UPP or have given rise to specific provisions within the MA Proposal Request or the Remediation Documents.

In making this Monitoring Adviser Recommendation, we have considered various credit risks arising. In particular we note:

- UPP Plymouth Three, to afford the Remediation Works, requires the support of its parent. In this regard, we note the comments provided in clause 2.12 and 2.13 of the MA Proposal Request and the letter of support issued by UPP Group Limited.
- UPP Plymouth Three is exploring a potential claim against Balfour Beatty to recover costs arising from remedying the defects identified. The MA Proposal Request provides consent to proceed with the Potential Claim through the pre-action protocol stage only. Whilst pursuing this Potential Claim may give rise to some legal costs, there is potential for some cost recoveries over time.
- We have implemented, working with Paul Nash Consultancy and UPP, a monitoring programme that seeks to identify any delays arising, risks of cost over-run and other considerations arising in a timely manner. We have engaged Paul Nash Consultancy to support us in monitoring the Remediation Works, providing technical expertise and scrutiny at relevant points in time through the Remediation Works.

- The University of Plymouth have evidenced its support for the Remediation Works through entering into the Works License and the rent rebate structure advised in clause 2.19 of the MA Proposal Request.
- The insurance cover for the Property remains in place and unaltered during the Remediation Works, as evidenced by the Marsh letter appended as Schedule 8 to the MA Proposal Request.
- We note that the Employer's Agent and project management roles will be provided by UPP staff; we have reviewed the biographies of the identified staff members and had, together with Paul Nash, the opportunity to discuss the activities with the individuals concerned. In this regard we are comfortable with the qualifications and experience of the individuals and the wider back-up resources available within the UPP group should one or both individuals become unavailable during the project.
- That the Pre-Contract Works have been proceeding under the PCSA, as referenced in clause 2.3 of the MA Proposal Request and that Kier has been instrumental in obtaining the necessary planning consents associated with the contemplated works.
- Kier has a strong reputation as a contractor managing exterior cladding-related remediations; a parent company guarantee from Kier Limited has been provided in respect of the Building Contract entered into by Kier Construction Limited with UPP Plymouth Three.
- Collateral warranties will be entered into in favour of the Issuer Security Trustee by Kier, the Independent Certifier (RPS) and certain key sub-contractors.
- The statements included in clause 2.24 (i) of the MA Proposal Request; these provide comfort regarding the maintaining of adequate liquidity at ParentCo to help absorb the costs arising at UPP Plymouth Three whilst maintaining debt service in a timely manner.

The Trigger Level 2 Phase 1 Monitoring Event continues in relation to UPP Plymouth Three. We will report as required on a quarterly basis on progress with implementing the updated remediation plan. As part of this monitoring regime, we will be seeking UPP's support in engaging with the University of Plymouth to monitor the University's and student satisfaction through the Remediation Works.

Yours sincerely,

For and on behalf of Bishopsfield Capital Partners Ltd, as Monitoring Adviser



**Authorised Signatory**



**Authorised Signatory**

Encl.: MA Proposal Request

Bishopsfield Capital Partners Limited  
Bridge House, 181 Queen Victoria Street London EC4V 4EG  
(the "Monitoring Adviser")  
For the attention of the Monitoring Adviser Team

U.S. Bank Trustees Limited  
125 Old Broad Street  
London EC2N 1AR  
(the "Issuer Security Trustee")  
For the attention of the Structured Finance Relationship Manager

20 December 2021

Dear Sirs,

**Proposed consents and waivers relating to the £5,000,000,000 Multicurrency Programme for the Issuance of Senior Secured Notes (the "Programme") of UPP Bond 1 Limited, UPP Bond 1 Holdings Limited and UPP Bond 1 Issuer Plc**

**1. INTRODUCTION**

- 1.1 Unless otherwise defined in this MA Proposal Request, terms defined in the Common Terms Agreement dated 5 March 2013 (as amended from time to time) (the "**CTA**") or the Monitoring Services Agreement dated 5 March 2013 between, amongst others, UPP Bond 1 Limited and the Monitoring Adviser (the "**MSA**") shall have the same meaning when used in this MA Proposal Request.
- 1.2 We refer to the CTA. This letter constitutes an "MA Proposal Request" for the purposes of the MSA.
- 1.3 The letter constitutes a "Finance Document" for the purposes of the CTA.

**2 BACKGROUND**

***Survey, remediation works identified and pre-construction works commenced***

- 2.1 As referenced in UPP Bond 1 Limited's Half Year Summary for the period to 28 February 2021, intrusive survey works were commissioned at the Francis Drake student accommodation building (the "**Property**") located on the University of Plymouth's (the "**University**") campus during 2020. These works were instructed by UPP (Plymouth Three) Limited ("**UPP Plymouth Three**"), an AssetCo in the Programme, which holds a leasehold interest in the Property.
- 2.2 These works identified defects in the cladding at the Property. Temporary remedial works were completed prior to students arriving for the 2020/21 academic year to ensure that the Property was safe for occupation, with further initial remedial works completed at the end of the 2020 calendar year and early in 2021. Kier Construction Limited ("**Kier**") helped to assess the appropriate permanent remedial works (the "**Remediation Works**"). We refer to Schedule 1 of this letter for a short summary of the Remediation Works (and Key Milestone Dates to be achieved) to be carried out at the Property.
- 2.3 Kier has (through a pre-construction services agreement (the "**PCSA**") entered with UPP Group Holdings Limited) commenced preliminary site preparation and clearance works during summer 2021, in addition to

placing some pre-construction orders of construction materials (the “**Pre-Contract Works**”). The Monitoring Adviser attended the Property on 31 August 2021, where some of the Pre-Contract Works were in evidence.

- 2.4 Throughout the Pre-Contract Works, Kier has led the engagement with Plymouth City Council (“**PCC**”) and it had been expected (and indeed assurances received from PCC) that given the nature of the Remediation Works, PCC would deem these as a non-material amendment to the original planning consent to develop the Property (which reached practical completion in June 2008). However, PCC required that Kier prepare a full planning application for the Remediation Works, with consent being granted on 23 September 2021 (a copy of which can be found at Schedule 2 to this letter).
- 2.5 We anticipate entering into a JCT building contract with Kier to document the Remediation Works. Kier will enter into a collateral warranty in favour of the Issuer Security Trustee.
- 2.6 To inform our management and monitoring of the Remediation Works, we will appoint a full time Senior Project Manager, Daniel Thomas, to provide ongoing day to day project management of the Remediation Works on behalf of UPP Plymouth Three. In addition, we will appoint Adam Tyson as Employer’s Agent who will also act as contract valuer for the Remediation Works in keeping with the roles set out in the JCT building contract. Summary biographies of each of these individuals has been provided to the Monitoring Adviser and will notify any potential changes to these personnel to the Monitoring Adviser prior to such change of personnel occurring and facilitate for the Monitoring Adviser to become comfortable with the prospective individual(s)’ qualifications to undertake the role.
- 2.7 We have engaged RPS Consulting Services Limited (“**RPS**”) as an Independent Certifier (“**IC**”). RPS are well qualified to undertake the IC responsibilities and have been appointed following a thorough review of its qualifications, including the qualifications of key relevant personnel. We propose to enter into a collateral warranty with the IC in favour of the Issuer Security Trustee.
- 2.8 We confirm that RPS have reviewed and:
- (a) approved the Inspection & Test Plan prior to any installation works taking place;
  - (b) commented on the RIBA Stage 5 design information prior to the Remediation Work installation activities being undertaken
- 2.9 We confirm that we will maintain a photographic record of the exterior of the Property both following removal of the existing cladding and during the installation of the new façade; we further confirm that we will make such records available to the Monitoring Adviser if so requested.

### ***Status of UPP Plymouth Three***

- 2.10 It is important to note that whilst the developer under the original construction of the Property was UPP James Square Plymouth Limited (“**UPP Plymouth Four**”), UPP Plymouth Three and UPP Plymouth Four subsequently entered into a sale and purchase agreement dated 5 March 2013, pursuant to which the entire undertaking (including the Property of UPP Plymouth Four) was transferred to UPP Plymouth Three, therefore making the Property an asset of UPP Plymouth Three under the CTA.
- 2.11 The Remediation Works identified concern matters of fire safety. As outlined above, experts have been engaged to identify and assist UPP Plymouth Three in the implementation of enhanced fire measures to ensure that the Property remains safe for occupation. Throughout the Remediation Works (a programme of

works is included at Schedule 3 to this letter, together with a cash flow reflecting the forecasted timing of costs relating to the Remediation Works at Schedule 4); students will continue to reside at the Property and rent due under their student residence agreements will continue to be payable but subject to a 10% discount as summarised in paragraph 2.19 of this letter. We also attach a full cash flow and Operating Budget forecast ("**Forecast**") for UPP Plymouth Three demonstrating the impact on the AssetCo's and ParentCo's financial ratios of the remedial works over the coming three years.

- 2.12 The Forecast shows that, whilst some of the costs incurred will be met from surplus cash flows generated by UPP Plymouth Three, the balance will be met through increasing UPP Plymouth Three's indebtedness from ParentCo through increasing the relevant On-Loan balance. This will have a corresponding impact on any Distribution payable by ParentCo during the current Financial Year.
- 2.13 To evidence the support for the steps being taken and implemented by UPP Plymouth Three to remedy the matters arising at the Property, UPP Group Limited has issued a letter of support on 1 September 2021 (see Schedule 5).

#### ***Potential claim against Balfour Beatty***

- 2.14 The original construction of the Property was undertaken by Cowlin Group Limited, which was subsequently acquired by Balfour Beatty plc ("**Balfour Beatty**") in 2007. Following discussions between UPP Plymouth Three and Balfour Beatty, Balfour Beatty declined to remediate the defects that had been identified. Kier has since been appointed by UPP Group Holdings Limited, currently under a pre-contract services agreement (to ensure the indicative programme can be adhered to), to undertake the Remediation Works at the Property.
- 2.15 As the contractual limitation period between UPP Plymouth Three and Balfour Beatty under the original construction contract expired last year, UPP Plymouth Three is also exploring the prospect of issuing a negligence claim against Balfour Beatty in respect of recovering the costs associated with the Remediation Works (the "**Potential Claim**").

#### ***University support***

- 2.16 UPP Plymouth Three has engaged transparently with the University throughout and the parties have worked in partnership to find the optimal approach to carrying out the Remediation Works in the most timely manner (acknowledging that such works have been challenging to procure), while also being aware of the importance of maintaining student experience and ensuring the Property is capable of being occupied. The University is supportive of the enhanced measures and fire remedial actions carried out to date.
- 2.17 In relation to the actions already completed, student residents at the Property were moved into temporary alternative accommodation at the nearby Beckley Point accommodation for several weeks during the first term of the 2020/21 academic year. The University was again supportive of the risk averse approach taken by UPP Plymouth Three and how the resident decant and recant process was handled and student experience maintained.
- 2.18 In relation specifically to the Remedial Works anticipated by this letter, the University has again been supportive of UPP Plymouth Three's approach. The University has also been engaged in and supportive of the Pre-Contract Works. The University's backing for the Remediation Works is made clear by the authority provided by the works licence (final version included at Schedule 6) that it will enter with UPP Plymouth Three (the "**Works Licence**").

2.19 In addition to the above, whilst the proposed Remedial Works relate predominantly to external areas of the Property, it is accepted that such works will cause a degree of disturbance to students residing during the 2021/22 academic year. Consequently, UPP Group Holdings Limited (“**UGHL**”) has agreed with the University that it shall pay an amount equal to 10% of the proposed rent roll for the Property for the 2021/22 academic year to the University, who in turn can compensate the student residents accordingly. As UGHL is not an Obligor, this proposed compensation arrangement falls outside of the Programme and does not require consent under the terms of this letter. The compensation proposal has also been well received by the University. The compensation arrangement is documented via the attached “Compensation Letter” (see Schedule 7).

### ***Insurance***

2.20 UPP Plymouth Three has engaged with its insurance broker, Marsh Limited, to assist with extending the existing property insurances policy to provide for the Remediation Works. Indicative terms and quotes have been procured, which will provide cover up to the indemnity limits in line with the contract sum agreed with Kier to carry out the Remedial Works, together with a 36-month loss of revenue and additional increased cost of working cover.

2.21 Confirmation from Marsh Limited of the existence of cover for the Remediation Works and that such cover will continue for their duration is attached at Schedule 8 to this letter.

### ***Remediation Documents***

2.22 In support of the Remediation Works, UPP Plymouth Three proposes the entry of the following documents (to be in an institutionally acceptable form to the Monitoring Adviser and Issuer Security Trustee (and where practicable, in a form largely consistent with similar documents presented to them relating to prior MA Proposal Requests), who have instructed Clifford Chance to review such documents on their behalf):

- (a) JCT building contract with a schedule of amendments proposed to be entered into between UPP Plymouth Three and Kier under which Kier will undertake the Remediation Works (the “**Building Contract**”);
- (b) Parent Company Guarantee from Kier Limited in respect of the Building Contract;
- (c) IC deed of appointment with RPS;
- (d) Collateral warranties in favour of the Issuer Security Trustee and the University from Kier in respect of the Building Contract and RPS in respect of the IC deed of appointment;
- (e) Sub-consultant / sub-contractor collateral warranties as listed in Schedule 9 in form and substance satisfactory to the Monitoring Adviser, for the benefit of the Issuer Security Trustee and the University; and
- (f) Works Licence (to be entered into between UPP Plymouth Three and the University);

together the “**Remediation Documents**”.

We confirm that we will not enter into the documents at (a) – (f) above without the prior approval of the Monitoring Adviser, such approval being subject to satisfactory completion of a review and incorporation of comments provided on behalf of the Monitoring Adviser by Clifford Chance.

2.23 We hereby confirm:

- (a) our expectation that the matters described in the Remediation Documents will not have a material adverse impact on students (further, the rooms within the Property have been marketed as being subject to work disruption during the 2021/22 academic year and feedback relating to student intake at the Property during September 2021 has been positive, despite the ongoing nature of the Pre-Contract Works);
- (b) that the Remediation Works will be carried out in accordance with applicable planning conditions, building and fire regulations, health and safety requirements, any authority approvals, insurance provider / policy conditionality, and other applicable laws and regulations; and
- (c) that we will enter into the Remediation Documents referenced in paragraphs 2.22 (c), (d) and (e) as soon as is practicable, but no later than 28 February 2022.

2.24 We hereby agree:

- (a) that UPP Plymouth Three and the Issuer shall designate the documents listed at paragraphs 2.22(a) – (f) as "Plymouth Project Documents" and upon such documents being executed, shall provide copies to the Monitoring Adviser and the Issuer Security Trustee;
- (b) that we shall deliver to the Monitoring Adviser, on a monthly basis and no more than 10 business days following the end of each month, reports produced dealing with each of the matters listed below together with such further information as may be requested by the Monitoring Adviser on reasonable notice:
  - (i) an IC report by RPS (the "**IC Report**") providing commentary, inter alia, on:
    - a. key design and construction observations;
    - b. observations on compliance with the requirements of the Building Contract, Building Regulations and controls; discharge of planning conditions and approvals;
    - c. commentary and observations on the health & safety status of the Remediation Works;
    - d. status of any information requests from the IC;
    - e. applied and approved changes requiring IC approval;
    - f. completion statement (where appropriate), including a review of current progress against Kier's Remediation Works programme; and
    - g. any matters reasonably requested from time to time by the Monitoring Adviser, acting in consultation with relevant technical adviser(s); and
  - (ii) a report (the "**UPP Report**") on the Remediation Works progress during the month, the works to be undertaken during the following month and key risks arising relating to the Remediation Works. The commentary will provide, inter alia, reporting on the following topics:
    - a. comment on matters raised in the IC Report (as defined below) and consequential actions being taken;
    - b. an update on the Remediation Works programme from a UPP perspective;
    - c. confirmation of the date upon which UPP Plymouth Three projects that each Key Milestone (as defined in the table included in Schedule 1) will be met together with an

explanation of the extent to which the expected completion date for any Key Milestone has changed by more than 5 Business Days since the previous UPP Report;

- d. an update on the actual expenditure benchmarked against the Forecast;
- e. a detailed risk assessed commentary on health & safety matters arising;
- f. details of any defective workmanship / materials identified and not covered in the reports made available to us to date;
- g. details, including minutes (as appropriate and available), of site visits; meetings with Kier, the IC and other relevant authorities;
- h. key risks to the successful conclusion of the Remediation Works and how these are being managed / mitigated;
- i. details of any insurance claim(s) to date and the status of such claim(s);
- j. a summary of relevant communications with the University and commentary on the status of the University relationship;
- k. any compensation events / claims that have arisen under the Building Contract;
- l. details of building regulation inspection status; and
- m. an update relative to satisfaction of planning condition approvals.

For the avoidance of doubt, if (i) the UPP Reports or the IC Reports note that any of the Key Milestones are forecasted not to be achieved by the relevant Key Milestone Date (as defined in Schedule 1) has been or is expected to be missed, or (ii) the Remediation Works are expected to impact the occupancy of the Property at any time such that more than 5% of the residents will or are unable to occupy the Property for one or more nights, UPP Plymouth Three will promptly provide to the Monitoring Adviser and the Issuer Security Trustee a report detailing the circumstances arising and the steps being taken to remedy the situation.

- (c) that we shall include in the notes to the unaudited half-year accounts of the Group an update of progress and timing of the Remediation Works and an update on any compensation or relief events which have occurred.
- (d) that we shall facilitate the making of site visits by the Monitoring Adviser and its representatives, at our expense: (i) following completion of the Remediation Works and (ii) at any other time (upon reasonable notice) if the Monitoring Adviser considers that, following the receipt of a report referenced at paragraph (b) above further site visits would be merited.
- (e) that we shall provide or authorise the procurement of (where reasonably necessary) such additional technical reports as requested by the Monitoring Adviser to the extent that the Monitoring Adviser considers that such additional technical reports are required (whether it be to provide additional technical monitoring of the Remediation Works or for the Monitoring Adviser to be able to prepare for a site visit to the Property); to facilitate the Monitoring Adviser's ongoing surveillance of the Remediation Works, we confirm that we will indemnify the Monitoring Adviser for the reasonable costs associated with appointing Paul Nash Consulting Limited to support its review of each UPP Report and IC Report (such costs to be pre-agreed between the Monitoring Adviser and UPP Plymouth Three);
- (f) to the extent that any material changes are proposed to the amounts in the Sinking Fund Works Programme in the future, in relation to or as a consequence of the Remediation Works, we will

consider with the Monitoring Adviser the appointment of a specialist adviser in relation to a review of such amounts and the timing for such additional expenditure;

- (g) that we shall provide details of the Potential Claim to the Monitoring Adviser before it is submitted as a formal claim, together with an opportunity to discuss the same;
- (h) to the best of the knowledge and belief of the signatories to this MA Proposal Request having made all due enquiries, a Trigger Level 2 Phase 1 Monitoring Event is continuing in relation to the Plymouth AssetCo. Implementing the Remediation Works will, we anticipate, remedy the Monitoring Trigger Event; to this end, we have developed an update to our remedial plan which is being reviewed by the Monitoring Adviser in line with the provisions in the Finance Documents; we fully anticipate finalising this updated remedial plan prior to this MA Proposal Request being approved; and
- (i) that we will retain at ParentCo sufficient funds at all times to cover the remaining unpaid costs associated with completing the Remediation Works at UPP Plymouth Three (including for the avoidance of doubt, the cost of advisers and UPP internal costs), as evidenced in each UPP Report and through our Bi-Annual Cash Management Reports. We will provide, as part of the annual Operating Budget review process, details of all such costs budgeted for the following Financial Year, and will ensure that we retain any such budgeted amount at ParentCo when considering any Distribution.

### 3. MA PROPOSAL REQUEST

3.1 Paragraph 1.1.2 of Part 3 of Schedule 3 to the Issuer Deed of Charge provides that the Group Agent shall be entitled to request that the Issuer Security Trustee concurs in making any consent or waiver in respect of any Common Document. We confirm that:

- (a) for the purposes of the Monitoring Services Agreement, the proposed Remediation Works would, if implemented, fall within the definition of AssetCo Monitored Activities; and
- (b) the Potential Claim, if issued formally, would also fall within the definition of AssetCo Monitored Activities.

3.2 Given paragraph 3.1 above, we are seeking consent to:

- (a) enter the Remediation Documents (and such other associated documents as are deemed necessary to complete the Remediation Works) and to carry out the Remediation Works;
- (b) incur the exceptional expenditure as detailed at Schedule 4 of this letter and at the intervals as projected therein; and
- (c) progress the Potential Claim through the pre-action protocol stage. As required under the CTA, we will seek a further MA consent prior to the Potential Claim being advanced any further (which shall for the avoidance of doubt, include formally issuing a claim form itself).

The relevant provisions of the CTA which could give rise to AssetCo Monitored Activities for these purposes are as set out at Schedule 10 (Summary of Relevant CTA Consents and Waivers) (the "**Consents and Waivers**").

3.3 This letter constitutes an MA Proposal Request. As such, each Issuer Secured Creditor and Obligor has agreed to be bound by the provisions of the Monitoring Services Agreement with respect thereto.

- 3.4 We hereby confirm that, in our reasonable opinion, (i) the matters set out in this MA Proposal Request constitute an Ordinary Matter, (ii) none of the Consents and Waivers would give rise to the right of any Issuer Secured Creditor to exercise an Entrenched Right and (iii) it is open for the Monitoring Adviser to treat the AssetCo Monitored Activities constituted by the Consents and Waivers as MA Direction Matters for the purposes of the Monitoring Services Agreement because none of the matters are required to be treated as an ISC Direction Matter or an ISC Recommendation Matter, and in our view the expected benefits of the Remediation Works to be implemented in accordance with the Remediation Documents mean that such Consents and Waivers should be treated as MA Direction Matters. Completing the Remediation Works in line with this letter (and in particular, Schedule 1 and Schedule 3) will ensure that UPP Plymouth Three is able to mitigate unavailability of rooms at the Property (as it continues to be occupied by students for the academic year 2021/22 and the Remediation Works are scheduled to complete prior to the academic year 2022/ 23 commencing). This is of fundamental importance to UPP Plymouth Three and the University and ensures the interests of the Issuer Security Trustee and the Monitoring Adviser are upheld. Completing the Remedial Works and not having periods of unavailability at the Property (and associated loss of revenue), also ensures that while the financial position of UPP Plymouth Three is impacted, there is not a Materially Adverse Effect on the consolidated financial position of the Programme (as evidenced by Schedule 4 to this letter).
- 3.5 In connection with the Monitoring Adviser's consideration of this MA Proposal Request and as requested by it, we enclose a certificate signed by a director of the Group Agent confirming that none of the Consents and Waivers would (if implemented in accordance with the terms of this letter), in our reasonable opinion, prejudice the rights of the Issuer Secured Creditors.

#### **4. REQUEST OF THE MONITORING ADVISER AND ISSUER SECURITY TRUSTEE**

- 4.1 We hereby request that the Monitoring Adviser:
- (a) as soon as reasonably practicably and, in any event, within 5 Business Days of receipt hereof, confirms that granting the Consents and Waivers constitute, in its reasonable opinion, an MA Direction Matter; and
  - (b) as soon as reasonably practicable and, in any event, within 10 Business Days of the Categorisation Determination Date in respect of the Consents and Waivers (as described in sub-paragraph (a) above), notify the Issuer Security Trustee of its Monitoring Adviser Recommendation to grant the Consents and Waivers and instruct them to take all other steps, do all other things and enter into all other documents as may be reasonably required to implement the matters set out in the Remediation Documents and the Consents and Waivers relating thereto.
- 4.2 Subject to the Monitoring Adviser having given the confirmation and the Monitoring Adviser Recommendation referred to in paragraph 4.1 above, we hereby further request that the Issuer Security Trustee, without further reference to or instructions from the Issuer Secured Creditors:
- (a) approves the MA Proposal Request on behalf of the Issuer Secured Creditors in accordance with the directions of the Monitoring Adviser (and subject to any such conditions as the Monitoring Adviser may require); and
  - (b) does all other things and enter into all other documents as may be reasonably required to implement the matters set out in the Remediation Documents and/or the MA Proposal Request relating thereto.

#### **5. GOVERNING LAW AND JURISDICTION**

Clauses 17.1 and 17.2 of the Monitoring Services Agreement shall apply mutatis mutandis to this letter except that any references therein to "this Agreement" shall, for the purposes of this MA Proposal Request, be deemed to be a reference to "this MA Proposal Request".

Yours faithfully

A handwritten signature in black ink, consisting of several fluid, connected strokes.

---

**Director**

**UPP Bond 1 Limited**  
(as the ParentCo and Group Agent)

## **Schedule 1**

### **University of Plymouth – Summary of Remediation Works**

The Remediation Works being carried out are as follows (non-exhaustive list):

1. Removal of the combustible PUR/PIR insulation from the zinc rainscreen cladding system and replace with non-combustible insulation.
2. Removal of the combustible PUR/PIR insulation from the timber rainscreen cladding system and replace with non-combustible insulation.
3. Removal of the combustible EPS insulation from the render cladding system and replace with non-combustible insulation.
4. Replacement of the timber rainscreen material with a suitable non-combustible alternative.
5. Correct installation of vertical and horizontal cavity barriers to the systems described above which would meet the regulatory requirements for preventing flame spread and providing heat insulation.
6. Installation of fire separation around the timber window frames in both the rainscreen and the render systems to prevent fire spread and provide heat insulation from inside the building into the external insulation.
7. Associated BWIC with the above activities.

Key Milestone ("KM") Reference	Key Milestone Description	Original Delivery Date (South Elevation) (A)	Expected Delivery Date (West Elevation) (B)	Original Delivery Date (North & North-West Elevation) (C)	Expected Delivery Date (East & North Elevation of East Wing) (D)	Key Milestone Date ("KMD")
1 A, B, C and D.	Confirmation that the 3 <sup>rd</sup> party inspection of the relevant elevation by the Employers Agent following removal of the existing façade has been completed and that confirmation to proceed with the re-cladding works has been given	15 November 2021	15 November 2021	12 January 2022	22 February 2022	2 weeks after each relevant Original Expected Delivery Date
2 A, B, C and D	Confirmation by the Employers Agent that the re-cladding works to the elevation have been completed to the satisfaction of the Independent Certifier, and that the required records and approvals for the installation have been provided by the Main Contractor prior to the dismantling of the scaffold	14 March 2022	8 April 2022	21 April 2022	24 May 2022	3 weeks after each relevant Original Expected Delivery Date
3	Practical Completion certificate delivered	8 July 2022				31 July 2022

**Schedule 2**  
**Planning Consent dated 23 September 2021**

**Schedule 3**  
**Programme of Works**

**Schedule 4**  
**Cash Flow Forecast**

**Schedule 5**  
**UPP Group Limited Letter of Support**

**Schedule 6**  
**University Works Licence**

**Schedule 7  
Compensation Letter**

**Schedule 8**

**A - Confirmation of Insurance Letter from Marsh Limited**

**B – Endorsement of Insurance**

**Schedule 9**  
**Collateral Warranties**

1. a sub-consultant's deed of collateral warranty from Stride Treglown in respect of their appointment by Kier as architect;
2. a sub-consultant's deed of collateral warranty from Airey & Coles in respect of their appointment by Kier as structural engineers;
3. a sub-consultant's deed of collateral warranty from Alder King LLP in respect of their appointment by Kier as CDM consultant;
4. a sub-consultant's deed of collateral warranty from Omega Fire Engineering Limited (trading as BB7) in respect of their appointment by Kier as fire consultants; and
5. a sub-contractor's deed of collateral warranty from the sub-contractor appointed by Kier in respect of zinc and cladding works.

**Schedule 10**  
**Summary of Relevant CTA Consents and Waivers**

#	Step:	Relevant CTA clause:	Consenting or Waiving party:
1.	<p>Designation of the following (non-exhaustive list of) documents to be entered into by UPP Plymouth Three as "Remediation Documents" (and therefore AssetCo Documents for UPP Plymouth Three):</p> <ul style="list-style-type: none"> <li>(a) JCT building contract with a schedule of amendments proposed to be entered into between UPP Plymouth Three and Kier Construction Limited;</li> <li>(b) Parent Company Guarantee from Kier Limited in respect of the building contract;</li> <li>(c) independent certifier deed of appointment with RPS Consulting Services Limited;</li> <li>(d) collateral warranties from Kier Construction and RPS Consulting Services Limited for the benefit of the Issuer Security Trustee and the University;</li> <li>(e) Sub-consultant / sub-contractor collateral warranties as listed in Schedule 9 above; and</li> <li>(f) works licence to be entered into between UPP Plymouth Three and the University of Plymouth;</li> </ul> <p>(together, the "<b>Remediation Documents</b>").</p>	<p>Schedule 8, Part 1, clause 9.22 (General Negative Covenants – restriction on designating Project Documents)</p>	<p>University and Issuer</p>
2.	<p>Waiver (or cure) of AssetCo Event of Default, if and to the extent constituted by any breaches of any Project Document as a direct result of the identified defects at the Property to the extent likely to have a Material Adverse Effect (provided that nothing in this waiver shall constitute a waiver of any AssetCo Event of Default (i) other than if and to the extent constituted by any breaches of any Project Document as a direct result of the identified defects to the extent likely to have a Material Adverse Effect or (ii) arising after the date of this waiver).</p>	<p>Schedule 11, part 3, clause 15 (AssetCo Event of Default – default under Project Document)</p> <p>Schedule 8, part 2, clause 6.3 (Notification of AssetCo Event of Default)</p>	<p>Issuer</p>
3.	<p>Progress the Potential Claim against Balfour Beatty through the pre-action protocol stage (up to the point of issuing a claim form).</p>	<p>Schedule 3, para 19 (Issuer Representations and Warranties – Litigation contemplated)</p> <p>Schedule 5, para 19 (AssetCo Representations and Warranties – Litigation contemplated)</p>	<p>Issuer Security Trustee</p> <p>AssetCo Security Trustee</p>

Acknowledgement and agreement of the Issuer Security Trustee:

To: UPP Bond 1 Limited (as the ParentCo and Group Agent)

Copy: Bishopsfield Capital Partners Limited (as the Monitoring Adviser)

We refer to the MA Proposal Request dated \_\_\_\_ [\*\*\*] 2021 and the Monitoring Adviser Categorisation dated \_\_\_\_ [\*\*\*] 2021 and the Monitoring Adviser Recommendation dated \_\_\_\_ [\*\*\*] 2021 in respect thereof.

Without further reference to or instructions from the Issuer Secured Creditors, we hereby approve the Consents and Waivers on behalf of the Issuer Secured Creditors in accordance with the directions of the Monitoring Adviser (and subject to any such conditions as the Monitoring Adviser may require) to take all other steps, do all other things and enter into all other documents as may be reasonably required to implement the matters referred to relating to the Remediation Works and/or the Consents and Waivers.

Dated: \_\_\_\_ [\*\*\*] 2021

By:

For and on behalf of:

U.S. Bank Trustees Limited

(as Issuer Security Trustee)



Ms Coral Ducroq  
Stride Treglown  
Treglown Court  
Dowlais Road  
Cardiff  
CF24 5LQ

**Strategic Planning and  
Infrastructure**

Plymouth City Council  
Floor 2  
Ballard House  
West Hoe Road  
Plymouth  
PL1 3BJ

T 01752 304366

E [planningconsents@plymouth.gov.uk](mailto:planningconsents@plymouth.gov.uk)  
[www.plymouth.gov.uk](http://www.plymouth.gov.uk)

23 September 2021

Dear Sir/Madam

**Town and Country Planning Act 1990**

**APPLICATION**      **21/01603/FUL**  
**NO:**  
**SITE:**              **Francis Drake Halls James Street City Centre Plymouth**  
**PL4 6AP**  
**PROPOSAL:**        **Re-cladding of building with Rockpanel**

Please find enclosed the Planning Decision Notice for the above site. This permission relates to the submitted plans which are listed and the development should be carried out in accordance with the details shown unless prior consent has been obtained in writing from the Local Planning Authority. Failure to comply with the approved drawings or to comply with the conditions contravenes the Town and Country Planning Act 1990 and could result in enforcement action being taken.

**CONDITIONS**

Your planning permission may carry conditions. Conditions are included to enable your development proposals to be acceptable. Your Decision Notice will identify whether these conditions will need to be discharged and at what stage in the development stage this is appropriate. Please speak to the case officer if you are unsure. By not discharging your conditions in a timely manner you may come across problems later, for example if you want to sell your property. You may also face an Enforcement investigation from the Council which could result in formal Enforcement action being taken against you. All discharge of planning conditions are by application and do carry a fee.

OFFICIAL

## **BUILDING REGULATIONS**

It is important to note that applications for approval under the Building Regulations are dealt with separately from applications for Planning Permission. You should not commence works until all necessary consents have been obtained. To ascertain if your proposed works require Building Regulations approval or to discuss any Building Regulations issues please call 01752 304343 or go to <http://www.plymouth.gov.uk/planningandbuildingcontrol/buildingcontrolandregulations>

## **APPEAL**

If you are aggrieved by a decision to refuse permission or to grant it subject to conditions you can appeal to the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at

<https://www.gov.uk/government/organisations/planning-inspectorate>.

Appeals must be made on the correct form relating to the type of application you submitted. Information provided as part of the appeal process will be published online. In some circumstances the Planning Inspectorate may refuse to consider an appeal.

- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal. [Further details are on GOV.UK.](#)

Planning Appeals (Section 78 of the Town and Country Planning Act 1990).

- Householder appeals must be submitted within 12 weeks of the date of this notice
- Appeals related to shop fronts must be submitted within 12 weeks of the date of this notice
- Advertisement consent appeals must be submitted within 8 weeks of the date of this notice
- All other planning appeals must be made within 6 months of the date of this notice

Certificate of Lawfulness Appeals (Section 195 of the Town and Country Planning Act 1990)

- There is no time limit for submission of an appeal.

Listed Building Consent Appeals (Section 20 of the Planning (Listed Building and Conservation Areas) Act 1990).

- Appeals must be made within six months of the date of this notice.

If the local planning authority has failed to determine an application for express consent to display an advertisement or an appeal is being made against the grant of consent subject to conditions to which the applicant objects.

- within 6 months from the date on the decision notice, or within 6 months from the expiry of the period which the local planning authority had to determine the application.

For more information on the permitted timeframes for submitting an appeal, guidance is available online on the below link:

<https://www.gov.uk/guidance/appeals>

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 12 weeks of the date of this notice, whichever period expires earlier.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

### **COMPENSATION**

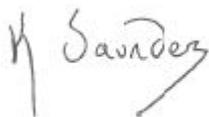
In certain circumstances compensation may be claimed from the Local Planning Authority if permission is granted subject to conditions by the Planning Inspectorate on appeal or on reference to the application to him.

These circumstances are set out in Sections 114 and related provisions of the Town and Country Planning Act 1990.

### **CONTACT DETAILS**

If you have any enquiries please do not hesitate to contact **Miss Amy Thompson** on **01752 304940**.

Yours faithfully

A handwritten signature in black ink, appearing to read 'H. Sanders', with a stylized flourish at the end.

Strategic Planning and Infrastructure

**Dated: 23 September 2021**

# PLANNING DECISION NOTICE

## GRANT OF PLANNING PERMISSION

---



### Town and Country Planning Act 1990 Planning (Listed Building & Conservation Areas) Act 1990

In correspondence please quote application number: **21/01603/FUL**

**APPLICANT: UPP (Plymouth Three) Ltd**

**SITE: Francis Drake Halls James Street City Centre  
Plymouth PL4 6AP**

**PROPOSAL: Re-cladding of building with Rockpanel**

Under the provision of the above act, Plymouth City Council hereby grants permission to carry out the development described in your application dated **20 August 2021,**

The development hereby permitted shall be carried out in accordance with the following conditions;

#### 1 **CONDITION: APPROVED PLANS**

The development hereby permitted shall be carried out in accordance with the following approved plans:

Site Plan 154579-STL-XX-ZZ-DR-A-00001 Rev S4 P02 received 20/08/21  
GA North Elevation 154579-STL-XX-ZZ-DR-A-20001 Rev S4 P02 received 20/08/21  
GA South Elevation 154579-STL-XX-ZZ-DR-A-20002 Rev S4 P03 received 20/08/21  
GA East Elevation 154579-STL-XX-ZZ-DR-A-20003 Rev S4 P03 received 20/08/21  
GA West Elevation 154579-STL-XX-ZZ-DR-A-20004 Rev S4 P03 received 20/08/21

Reason:

# PLANNING DECISION NOTICE



## GRANT OF PLANNING PERMISSION

For the avoidance of doubt and in the interests of good planning, in accordance with the Plymouth & South West Devon Joint Local Plan 2014–2034 (2019).

### 2 **CONDITION: COMMENCE WITHIN 3 YEARS**

The development hereby permitted shall be begun before the expiration of three years beginning from the date of this permission.

Reason:

To comply with Section 51 of the Planning & Compulsory Purchase Act 2004.

### 3 **CONDITION: CLADDING DETAILS**

#### PRE-INSTALLATION

Notwithstanding the submitted details, the installation of the cladding hereby approved shall not commence until full details (including panel sizes, finish, colour and detailing) of the system have been submitted to and approved in writing by the Local Planning Authority. The cladding shall be installed in accordance with the approved details, retained at all times thereafter and maintained and cleaned in accordance with manufacturer's recommendations.

Reason:

In order to ensure an appropriate material choice for a prominent tall gateway building in accordance with Policy DEV20 of the Plymouth and South West Devon Joint Local Plan 2019 and the National Planning Policy Framework 2021.

## INFORMATIVES

# PLANNING DECISION NOTICE



## GRANT OF PLANNING PERMISSION

### 1 **INFORMATIVE: (NOT CIL LIABLE) DEVELOPMENT IS NOT LIABLE FOR A COMMUNITY INFRASTRUCTURE LEVY CONTRIBUTION**

The Local Planning Authority has assessed that this development, due to its size or nature, is exempt from any liability under the Community Infrastructure Levy Regulations 2010 (as amended).

### 2 **INFORMATIVE: CONDITIONAL APPROVAL (NEGOTIATION)**

In accordance with the requirements of Article 31 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 and the National Planning Policy Framework 2019, the Council has worked in a positive and pro-active way with the Applicant including pre-application discussions and has negotiated amendments to the application to enable the grant of planning permission.

### 3 **INFORMATIVE: PUBLIC HIGHWAY**

The applicant is advised to make contact with the Local Highway Authority to discuss appropriate permits or licenses for any scaffolding that is erected on the public highway. They can be contacted at [highways@plymouth.gov.uk](mailto:highways@plymouth.gov.uk).

### 4 **INFORMATIVE: RENDER**

It is recommended that the applicant considers taking this opportunity to change the render to a more stain-forgiving colour, such as a light grey for example, given the problems with staining and algae growth on the existing building's white render.

### 5 **INFORMATIVE: BUILDING SAFETY GATEWAYS**

This application has been determined in accordance with Planning Gateway One, including consultation with HSE. The Fire Statement is considered acceptable for the purposes of Planning Gateway One.

# PLANNING DECISION NOTICE



## GRANT OF PLANNING PERMISSION

Your attention is drawn to the HSE comments to inform your further approvals, which are likely to be required at Gateway Two and Three. This decision does not constitute Building Control approval.

Yours faithfully

A handwritten signature in black ink, appearing to read "H. Sanders". The signature is written in a cursive style with a long, sweeping underline.

Strategic Planning and Infrastructure

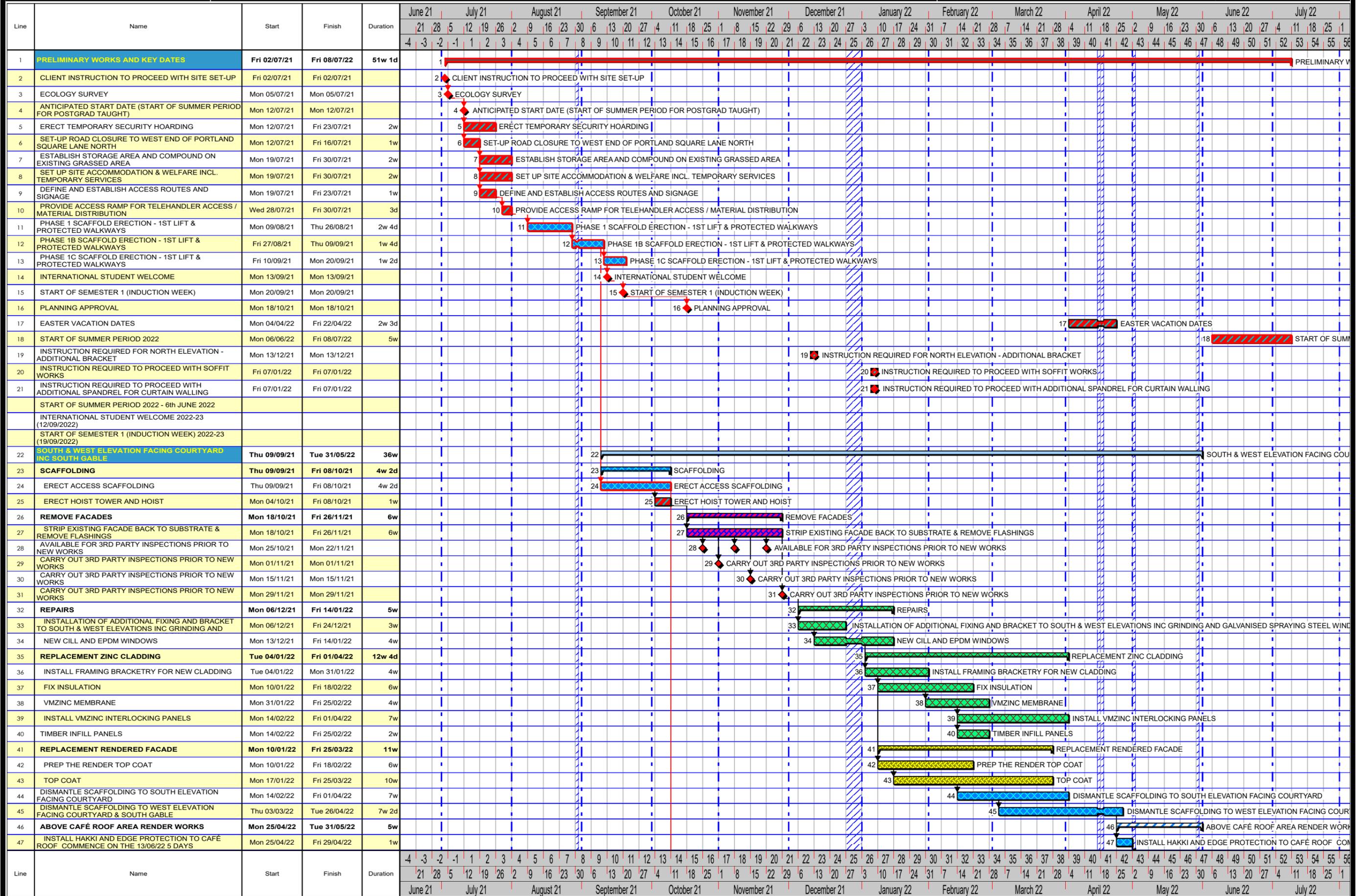
**Dated: 23 September 2021**

Your experience of the planning process is important, Plymouth City Council are always looking for ways to improve customer service. We may get in touch with you to find out about your experience once you have a decision on your application.



# FRANCIS DRAKE BUILDING FACADE REPLACEMENT WORKS

DATE: 01/12/2021  
 DRAWN BY: AS/PG  
 PROGRAMME NUMBER: KCL/FDB/PP/0321  
 REVISION: G





<b>Plymouth</b>	Mar-21 Aug-21	Sep-21 Nov-21	Dec-21 Feb-22	Mar-22 May-22	Jun-22 Aug-22	Sep-22 Nov-22	Dec-22 Feb-23	Mar-23 May-23	Jun-23 Aug-23	Sep-23 Nov-23	Dec-23 Feb-24	Mar-24 May-24	Jun-24 Aug-24
<b>Revenue</b>													
Term rental income	3,213,349	3,384,677	3,216,080	3,201,377	-	3,529,564	3,353,751	3,338,418	-	3,621,333	3,440,948	3,425,217	-
University charges	(123,590)	(135,387)	(128,643)	(128,055)	-	(141,183)	(134,150)	(133,537)	-	(144,853)	(137,638)	(137,009)	-
Vacation rental income	371,636	-	-	-	170,427	-	-	-	175,370	-	-	-	180,806
Commercial income	42,319	12,297	12,297	12,297	12,297	14,920	14,920	14,920	14,920	15,383	15,383	15,383	15,383
RPI swap	28,812	-	13,580	-	6,453	-	17,009	-	7,362	-	13,820	-	5,581
<b>Gross Revenue</b>	<b>3,532,527</b>	<b>3,261,587</b>	<b>3,113,314</b>	<b>3,085,619</b>	<b>189,177</b>	<b>3,403,302</b>	<b>3,251,530</b>	<b>3,219,802</b>	<b>197,652</b>	<b>3,491,863</b>	<b>3,332,513</b>	<b>3,303,591</b>	<b>201,770</b>
<b>Cost of Sales</b>													
Core annual service payments	(565,115)	(239,887)	(251,387)	(250,349)	(217,283)	(251,829)	(263,631)	(263,631)	(237,947)	(260,888)	(273,035)	(273,035)	(246,618)
Staff costs	(459,996)	(282,176)	(270,676)	(271,714)	(304,779)	(291,497)	(279,695)	(279,695)	(305,379)	(300,097)	(287,951)	(287,951)	(314,367)
University Soft FM	-	-	-	-	-	-	-	-	-	-	-	-	-
Ground Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
Vacation Services Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
Transport costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	(257,729)	(168,357)	(278,880)	(242,039)	(131,516)	(151,637)	(265,365)	(227,456)	(113,728)	(156,338)	(273,592)	(234,507)	(117,254)
Internet access cost	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total cost of sales</b>	<b>(1,282,840)</b>	<b>(690,420)</b>	<b>(800,942)</b>	<b>(764,101)</b>	<b>(653,579)</b>	<b>(694,964)</b>	<b>(808,692)</b>	<b>(770,782)</b>	<b>(657,054)</b>	<b>(717,323)</b>	<b>(834,577)</b>	<b>(795,492)</b>	<b>(678,239)</b>
<b>Gross Margin</b>	<b>2,249,687</b>	<b>2,571,167</b>	<b>2,312,372</b>	<b>2,321,518</b>	<b>(464,402)</b>	<b>2,708,339</b>	<b>2,442,839</b>	<b>2,449,020</b>	<b>(459,403)</b>	<b>2,774,540</b>	<b>2,497,937</b>	<b>2,508,099</b>	<b>(476,469)</b>
<b>Overheads</b>													
Insurance	(37,932)	(22,998)	(22,998)	(22,998)	(22,998)	(21,298)	(21,298)	(21,298)	(21,298)	(21,959)	(21,959)	(21,959)	(21,959)
Management Charges	(77,968)	(35,671)	(35,671)	(35,671)	(35,671)	(37,386)	(37,386)	(37,386)	(37,386)	(38,358)	(38,358)	(38,358)	(38,358)
Audit Fee etc	(7,800)	(4,000)	(4,000)	(4,000)	(4,000)	(4,116)	(4,116)	(4,116)	(4,116)	(4,244)	(4,244)	(4,244)	(4,244)
Bank charges	(71)	(35)	(35)	(35)	(35)	(36)	(36)	(36)	(36)	(37)	(37)	(37)	(37)
Bond corporate governance	(35,306)	(11,735)	(11,735)	(11,735)	(11,735)	(12,076)	(12,076)	(12,076)	(12,076)	(12,450)	(12,450)	(12,450)	(12,450)
Marketing Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Cost Variations	(72,649)	(19,320)	(54,320)	(19,320)	(130,320)	(13,121)	(13,121)	(13,121)	(13,121)	(13,528)	(13,528)	(13,528)	(13,528)
Sinking fund - expenditure	(2,601,896)	(108,271)	(108,271)	(126,789)	(519,144)	(44,770)	(44,770)	(63,825)	(380,800)	(179,650)	(179,650)	(199,296)	(351,033)
<b>Total Operating Costs</b>	<b>(2,833,621)</b>	<b>(202,030)</b>	<b>(237,030)</b>	<b>(220,548)</b>	<b>(723,903)</b>	<b>(132,803)</b>	<b>(132,803)</b>	<b>(151,858)</b>	<b>(468,833)</b>	<b>(270,225)</b>	<b>(270,225)</b>	<b>(289,871)</b>	<b>(441,608)</b>
<b>EBITDA</b>	<b>(583,934)</b>	<b>2,369,138</b>	<b>2,075,342</b>	<b>2,100,970</b>	<b>(1,188,305)</b>	<b>2,575,536</b>	<b>2,310,036</b>	<b>2,297,162</b>	<b>(928,235)</b>	<b>2,504,314</b>	<b>2,227,711</b>	<b>2,218,228</b>	<b>(918,077)</b>
<b>CFADS</b>													
EBITDA	(583,934)	2,369,138	2,075,342	2,100,970	(1,188,305)	2,575,536	2,310,036	2,297,162	(928,235)	2,504,314	2,227,711	2,218,228	(918,077)
Add back SF expenditure	2,601,896	108,271	108,271	126,789	519,144	44,770	44,770	63,825	380,800	179,650	179,650	199,296	351,033
SF deposits	(435,487)	-	(376,482)	-	(376,482)	-	(412,302)	-	(412,302)	-	(451,663)	-	(451,663)
Plymouth cladding works	(1,200,332)	(1,072,666)	(1,066,984)	(1,016,219)	(362,441)	-	-	-	-	-	-	-	-
Interest received	7,778	9,708	9,830	10,841	10,949	9,618	10,078	11,014	11,443	9,744	9,189	11,113	11,581
<b>Cash available for debt service</b>	<b>389,921</b>	<b>1,414,449</b>	<b>749,976</b>	<b>1,222,380</b>	<b>(1,397,135)</b>	<b>2,629,924</b>	<b>1,952,581</b>	<b>2,372,001</b>	<b>(948,295)</b>	<b>2,693,709</b>	<b>1,964,887</b>	<b>2,428,637</b>	<b>(1,007,126)</b>
<b>Debt service costs</b>													
Interest	(1,449,029)	-	(1,438,898)	-	(1,436,338)	-	(1,416,810)	-	(1,406,292)	-	(1,394,341)	-	(1,373,089)
Repayments	-	-	(1,309,998)	-	-	-	(1,502,592)	-	-	-	(1,625,824)	-	-
<b>Total debt service costs</b>	<b>(1,449,029)</b>	<b>-</b>	<b>(2,748,896)</b>	<b>-</b>	<b>(1,436,338)</b>	<b>-</b>	<b>(2,919,402)</b>	<b>-</b>	<b>(1,406,292)</b>	<b>-</b>	<b>(3,020,165)</b>	<b>-</b>	<b>(1,373,089)</b>
<b>ADCSR</b>			0.61x		0.48x		1.01x		1.39x		1.37x		1.38x
Headroom over lockup			(2,273,267)		(2,823,348)		(601,350)		1,031,664		991,877		1,027,865
Headroom over default			(1,853,475)		(2,404,825)		(165,776)		1,464,234		1,434,522		1,467,190

Consol	Mar-21 Aug-21	Sep-21 Nov-21	Dec-21 Feb-22	Mar-22 May-22	Jun-22 Aug-22	Sep-22 Nov-22	Dec-22 Feb-23	Mar-23 May-23	Jun-23 Aug-23	Sep-23 Nov-23	Dec-23 Feb-24	Mar-24 May-24	Jun-24 Aug-24
<b>Revenue</b>													
Tem rental income	23,471,491	23,717,905	23,949,823	21,131,467	4,357,791	24,798,504	25,038,261	22,113,879	4,537,172	25,443,265	25,689,256	22,688,840	4,655,138
University charges	(920,448)	(979,289)	(984,560)	(899,863)	(349,463)	(1,033,701)	(1,039,135)	(951,251)	(430,820)	(1,056,515)	(1,062,091)	(971,921)	(438,328)
Vacation rental income	371,636	(20,680)	(20,680)	(20,680)	308,467	-	-	-	448,795	-	-	-	462,708
Commercial income	233,838	78,473	78,473	78,473	78,473	89,090	89,090	89,090	89,090	91,852	91,852	91,852	91,852
RPI swap	161,492	-	70,722	-	41,270	-	84,510	-	47,575	-	69,044	-	37,561
<b>Gross Revenue</b>	<b>23,318,009</b>	<b>22,796,409</b>	<b>23,093,778</b>	<b>20,289,398</b>	<b>4,436,539</b>	<b>23,853,893</b>	<b>24,172,725</b>	<b>21,251,718</b>	<b>4,691,812</b>	<b>24,478,602</b>	<b>24,788,061</b>	<b>21,808,770</b>	<b>4,808,930</b>
<b>Cost of Sales</b>													
Core annual service payments	(3,465,111)	(1,674,823)	(1,732,384)	(1,735,026)	(1,595,459)	(1,788,050)	(1,831,762)	(1,832,724)	(1,731,121)	(1,853,009)	(1,897,996)	(1,898,986)	(1,794,503)
Staff costs	(3,470,813)	(1,842,140)	(1,784,579)	(1,781,937)	(1,921,504)	(1,873,075)	(1,829,363)	(1,828,401)	(1,930,004)	(1,927,911)	(1,882,924)	(1,881,935)	(1,986,417)
University Soft FM	(304,560)	(154,564)	(154,564)	(154,564)	(154,564)	(159,047)	(159,047)	(159,047)	(159,047)	(163,977)	(163,977)	(163,977)	(163,977)
Ground Rent	(33,554)	(17,111)	(17,111)	(17,111)	(17,111)	(17,607)	(17,607)	(17,607)	(17,607)	(18,153)	(18,153)	(18,153)	(18,153)
Vacation Services Payment	(4,633)	(2,500)	(2,500)	(2,500)	(32,500)	(2,573)	(2,573)	(2,573)	(45,790)	(2,652)	(2,652)	(2,652)	(47,210)
Transport costs	(61,343)	(31,560)	(31,560)	(31,560)	(31,560)	(32,476)	(32,476)	(32,476)	(32,476)	(33,482)	(33,482)	(33,482)	(33,482)
Utilities	(2,076,537)	(1,037,605)	(1,745,204)	(1,509,338)	(801,739)	(970,825)	(1,698,944)	(1,456,238)	(728,119)	(1,000,921)	(1,751,612)	(1,501,381)	(750,691)
Internet access cost	(104,223)	(123,800)	(123,800)	(123,800)	(123,800)	(122,583)	(122,583)	(122,583)	(122,583)	(126,383)	(126,383)	(126,383)	(126,383)
<b>Total cost of sales</b>	<b>(9,520,774)</b>	<b>(4,884,104)</b>	<b>(5,591,702)</b>	<b>(5,355,836)</b>	<b>(4,678,237)</b>	<b>(4,966,236)</b>	<b>(5,694,355)</b>	<b>(5,451,648)</b>	<b>(4,766,747)</b>	<b>(5,126,489)</b>	<b>(5,877,180)</b>	<b>(5,626,950)</b>	<b>(4,920,817)</b>
<b>Gross Margin</b>	<b>13,797,235</b>	<b>17,912,306</b>	<b>17,502,076</b>	<b>14,933,562</b>	<b>(241,699)</b>	<b>18,887,657</b>	<b>18,478,371</b>	<b>15,800,070</b>	<b>(74,935)</b>	<b>19,352,112</b>	<b>18,910,881</b>	<b>16,181,821</b>	<b>(111,887)</b>
<b>Overheads</b>													
Insurance	(256,428)	(155,496)	(155,496)	(155,496)	(155,496)	(144,005)	(144,005)	(144,005)	(144,005)	(148,469)	(148,469)	(148,469)	(148,469)
Management Charges	(528,434)	(249,259)	(249,259)	(249,259)	(249,259)	(260,440)	(260,440)	(260,440)	(260,440)	(267,323)	(267,323)	(267,323)	(267,323)
Audit Fee etc	(64,454)	(34,000)	(34,000)	(34,000)	(34,000)	(34,986)	(34,986)	(34,986)	(34,986)	(36,071)	(36,071)	(36,071)	(36,071)
Bank charges	(9,328)	(4,212)	(4,212)	(4,212)	(4,212)	(4,335)	(4,335)	(4,335)	(4,335)	(4,469)	(4,469)	(4,469)	(4,469)
Bond corporate governance	(227,651)	(88,662)	(88,662)	(88,662)	(88,662)	(91,233)	(91,233)	(91,233)	(91,233)	(94,061)	(94,061)	(94,061)	(94,061)
Marketing Fee	(19,621)	(65,874)	(65,874)	(65,874)	(65,874)	(67,754)	(67,754)	(67,754)	(67,754)	(69,833)	(69,833)	(69,833)	(69,833)
Cost Variations	(122,391)	(434,698)	(152,598)	(107,598)	(386,098)	(71,376)	(71,376)	(71,376)	(71,376)	(73,589)	(73,589)	(73,589)	(73,589)
Sinking fund - expenditure	(7,271,742)	(625,815)	(643,427)	(673,818)	(2,323,723)	(780,248)	(787,329)	(838,683)	(2,200,768)	(1,153,200)	(1,158,464)	(1,184,223)	(2,036,497)
<b>Total Operating Costs</b>	<b>(8,500,049)</b>	<b>(1,658,016)</b>	<b>(1,393,528)</b>	<b>(1,378,919)</b>	<b>(3,307,324)</b>	<b>(1,454,375)</b>	<b>(1,461,457)</b>	<b>(1,512,811)</b>	<b>(2,874,896)</b>	<b>(1,847,014)</b>	<b>(1,852,278)</b>	<b>(1,878,038)</b>	<b>(2,730,312)</b>
<b>EBITDA</b>	<b>5,297,186</b>	<b>16,254,290</b>	<b>16,108,548</b>	<b>13,554,643</b>	<b>(3,549,022)</b>	<b>17,433,282</b>	<b>17,016,914</b>	<b>14,287,259</b>	<b>(2,949,831)</b>	<b>17,505,099</b>	<b>17,058,603</b>	<b>14,303,783</b>	<b>(2,842,198)</b>
<b>CFADS</b>													
EBITDA	5,297,186	16,254,290	16,108,548	13,554,643	(3,549,022)	17,433,282	17,016,914	14,287,259	(2,949,831)	17,505,099	17,058,603	14,303,783	(2,842,198)
Add back SF expenditure	7,271,742	625,815	643,427	673,818	2,323,723	780,248	787,329	838,683	2,200,768	1,153,200	1,158,464	1,184,223	2,036,497
SF deposits	(5,456,513)	-	(2,837,431)	-	(2,837,431)	-	(2,953,943)	-	(2,953,943)	-	(2,919,021)	-	(2,919,021)
Plymouth cladding works	(1,200,332)	(1,072,666)	(1,066,984)	(1,016,219)	(362,441)	-	-	-	-	-	-	-	-
Interest received	41,510	54,892	66,012	72,028	85,773	56,751	69,891	74,882	90,336	57,891	72,320	76,092	91,448
<b>Cash available for debt service</b>	<b>5,953,593</b>	<b>15,862,330</b>	<b>12,913,572</b>	<b>13,284,270</b>	<b>(4,339,398)</b>	<b>18,270,280</b>	<b>14,920,191</b>	<b>15,200,824</b>	<b>(3,612,669)</b>	<b>18,716,190</b>	<b>15,370,366</b>	<b>15,564,099</b>	<b>(3,633,274)</b>
<b>Debt service costs</b>													
Interest	(8,606,856)	-	(8,528,866)	-	(8,534,223)	-	(8,393,888)	-	(8,375,256)	-	(8,267,037)	-	(8,182,931)
Repayments	(3,285,318)	-	(9,320,461)	-	(3,956,380)	-	(9,824,488)	-	(4,119,221)	-	(10,593,342)	-	(4,438,333)
<b>Total debt service costs</b>	<b>(11,892,174)</b>	<b>-</b>	<b>(17,849,327)</b>	<b>-</b>	<b>(12,490,603)</b>	<b>-</b>	<b>(18,218,375)</b>	<b>-</b>	<b>(12,494,477)</b>	<b>-</b>	<b>(18,860,379)</b>	<b>-</b>	<b>(12,621,264)</b>
<b>ADCSR</b>													
			1.17x		1.24x		1.37x		1.46x		1.46x		1.46x
Headroom over lockup			526,769		2,829,856		6,820,019		9,458,846		9,616,625		9,813,491
Headroom over default			3,500,919		5,863,849		9,890,917		12,530,131		12,752,111		12,961,656
ADSCR, excl plymouth cladding works					1.36x		1.42x		1.46x		1.46x		1.46x

First Floor, 12 Arthur Street  
London EC4R 9AB

T: +44 (0)207 398 7200

F: +44 (0)207 398 7201

[www.upp-ltd.com](http://www.upp-ltd.com)

Bishopsfield Capital Partners Limited Bridge House, 181 Queen Victoria Street London EC4V 4EG  
(the "**Monitoring Adviser**")

For the attention of the Monitoring Adviser Team

U.S. Bank Trustees Limited 125 Old Broad Street London EC2N 1AR  
(the "**Issuer Security Trustee**")

For the attention of the Structured Finance Relationship Manager

1 September 2021

Dear Sirs,

**Proposed consent in respect of UPP (Plymouth Three) Limited (the "AssetCo") entering into a remediation contract relating to an underlease for the provision, leasing and maintenance of student accommodation at the University of Plymouth ("Remediation Agreements").**

The AssetCo has requested consent pursuant to the covenanted arrangements of UPP Bond 1 Limited (the "Group Agent") to enter into the Remediation Agreements with Kier Construction Limited (the "Contractor") and the University of Plymouth (the "University"), where the Contractor is obliged to remediate defects to the student accommodation assets discovered by the AssetCo.

We have provided the scenario cash flow modelling for the AssetCo and the Group Agent which illustrates that even in circumstances where the Contractor has failed to perform under the Remediation Agreements and where the AssetCo needs to incur the financial costs to remediate the building defects, the Group Agent's cash flows can support this scenario.

Whilst nothing in this letter obliges UPP Group Limited (or any other UPP group entity) to provide financial support to the AssetCo, we are supportive of the AssetCo entering into the Remediation Agreements and we will continue to provide management resources to support it in order to resolve the remediation of defects and manage the financial consequence arising, including the use of the Bond group's cash flows if the Contractor fails to perform.

Yours faithfully,



.....  
Director,

For and on behalf of **UPP Group Limited**



**Dated**

**2021**

**THE UNIVERSITY OF PLYMOUTH  
UPP (PLYMOUTH THREE) LIMITED**

---

**Licence for the carrying out of remedial  
work to residential student  
accommodation and ancillary facilities  
at Francis Drake Hall, University of  
Plymouth**

---

**Between**

- (1) **University of Plymouth** of Drake Circus, Plymouth, PL4 8AA (**University**); and
- (2) **UPP (Plymouth Three) Limited** (Company Registration No. 05016132) whose registered office is at 1st Floor, Arthur Street, London, EC4R 9AB its successors in title and permitted assignees (**Licensee**)

**Whereas**

- (A) The University entered into the Underlease with UPP James Square Plymouth Limited (Company Registration No. 5733101) (the **Original Developer**) in respect of student accommodation at the Premises following the completion of works by the Original Developer to construct such accommodation on land leased to the Original Developer by the University pursuant to the terms of the Headlease;
- (B) The Headlease (subject to the Underlease) was subsequently assigned to the Licensee pursuant to an agreement for the sale and purchase of the entire undertaking of the Original Developer made between (1) the Original Developer and (2) the Licensee dated 5 March 2013;
- (C) Certain works (**Remediation Works**) are required to be carried out to the Premises by the Licensee under the terms of the Headlease to remediate defects (**Defects**) identified in the Original Developer's works as such Remediation Works and Defects are more particularly described in (i) a building contract (**Remediation Contract**) entered into on or about the date of this Licence between the Licensee and Kier Construction Limited (**Contractor**); and (ii) the Specification;
- (D) The University and the Licensee have been working together to resolve the issues arising in respect of the Defects and to manage operations at the Premises and the University has agreed to grant a licence to the Licensee to enter onto the University's Land so that the Licensee may procure that the Remediation Works are carried out upon the terms of this Licence.

**1 Definitions and interpretation**

1.1 In this Licence:

- (a) capitalised terms have the meaning given to them in the Underlease unless expressly stated otherwise;
- (b) in the event of any discrepancy between the Underlease and this Licence arising in respect of the Remediation Works and during the term of this Licence, the provisions of this Licence shall take precedence;
- (c) where the context admits, the singular includes the plural and vice versa and any gender includes any other gender;
- (d) any reference to any person includes a firm and any entity having legal capacity;
- (e) any reference to any enactment includes any subordinate legislation made under that enactment and any statutory consolidation, re-enactment, amendment or replacement of such enactment;

- (f) a reference to this Licence or to any other agreement or document referred to in this Licence is a reference to this Licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Licence) from time to time;
- (g) save where a contrary intention appears, any reference to any clause or schedule or appendix is a reference to such clause or schedule or appendix of or to this Licence;
- (h) the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- (i) an obligation:
  - (i) to do something includes an obligation to procure that it is done
  - (ii) not to do something includes an obligation not to cause or allow it to be done;
  - (iii) owed by or to more than one person is owed by or to them jointly and severally;

1.2 Clause headings do not form part of or affect the interpretation of this Licence.

1.3 This Licence is supplemental to the Underlease.

1.4 The following words and expressions shall have the meaning stated or referred to below:

**Buildings** means the buildings situated upon the University's Land of which the Premises forms part;

**CDM Regulations** means the Construction (Design & Management) Regulations 2015;

**Contractor Warranty** means the deed of collateral warranty to be provided to the University pursuant to clause 3.4;

**Certificate of Making Good Remediation Defects** means the certificate to be issued by the Independent Certifier under and pursuant to the Remediation Contract confirming rectification of any defects, shrinkages or other faults in the Remediation Works appearing during the Remediation Defects Liability Period;

**Completion Certificate** means the certificate issued by the Independent Certifier under and pursuant to the Remediation Contract certifying completion of the Remediation Works in accordance with the provisions of the Remediation Contract;

**Completion Date** means the date stated in the Completion Certificate certifying completion of the Remediation Works in accordance with the provisions of the Remediation Contract;

**Contractor's Insurances** means the insurances required to be taken out by the Contractor pursuant to the Remediation Contract;

**Designated Hours** means the working hours set out in Part 4 of Schedule 1

**Headlease** means the lease of residential accommodation, James Square, Plymouth University, Plymouth dated 13 December 2006 made between (1) the University and (2) the Original Developer;

**Independent Certifier** means RPS Consulting Services Limited (Company Registration No. 01470149);

**Independent Certifier's Appointment** means the appointment of the Independent Certifier (as independent certifier) by the Licensee in the form previously approved by the University;

**Intended Completion Date** means the date by which the Completion Date for the Remediation Works is intended to be achieved as set out in the Remediation Contract (as may be subsequently adjusted pursuant to clause 3.2);

**Legislation** means all legislation in force in the United Kingdom at any time during the Term, including:

- (a) Acts of Parliament;
- (b) orders, regulations, consents, licences, notices and bye laws made or granted:
  - (i) under any Act of Parliament;
  - (ii) by a local authority or by a court of competent jurisdiction;
- (c) any approved codes of practice issued by a statutory body;

**Licensee's Insurances** means the insurances required to be taken out by the Licensee in respect of the Remediation Works as set out in the Remediation Contract;

**Licence Period** means the period from and including the date of this Licence until the final Completion Date or if earlier the date of termination of this Licence;

**OIA** means the Office of the Independent Adjudicator for Higher Education or any successor body;

**Plan** means the plan set out in Part 1 of Schedule 1;

**Premises** means residential accommodation known as Francis Drake Hall, James Square, Plymouth University, Plymouth as more particularly described in and demised by the Underlease;

**Remediation Defects Liability Period** means the period of twelve (12) months immediately following the date of the Completion Certificate;

**Rent Commencement Date** means 10 September 2022;

**Rights** means the rights contained in clause 2 of this Licence;

**Specification** means the specification document entitled "*Francis Drake Halls of Residence. Replacement of Existing Defective Cladding (Ref. 154579-STL-XX-XX-SP-A-P01.2021-06-18)*" as appended to the Remediation Contract and Part 2 of Schedule 1;

**Underlease** means a residential underlease of the Premises dated 20 October 2008 made between (1) the Original Developer and (2) the University, and includes any documents supplemental to it whether or not expressly stated to be so;

**University's Land** means such part(s) of the University's:

- (a) freehold land and buildings known as University of Plymouth, Drake Circus, Plymouth and Land and buildings at James Square, University of Plymouth, Drake Circus, Plymouth as registered at HM Land Registry under title number DN495559; and
- (b) leasehold land known as land and buildings at James Square, University of Plymouth, Drake Circus, Plymouth as registered at HM Land Registry under title number DN583112 as are shown edged by a blue line on the Plan.

This Licence and the rights and obligations of the Parties shall take effect on the date hereof.

## **2 Rights granted**

- 2.1 In consideration of the Licensee's obligations set out in this Licence, the University hereby (but subject as set out in this Licence) grants to the Licensee, its workmen, contractors, agents and employees the right with or without vehicles, plant and equipment during the Designated Hours to enter onto the University's Land for the purposes of carrying out (in accordance with the Licensee's obligations under this Licence) the Remediation Works during the Licence Period to the extent the Licensee does not have such right under the Headlease and/or the Underlease;
- 2.2 The University warrants that, to the best of its knowledge, there are no third party restrictions pertaining to the University's Land (namely wayleaves, easements and the like) preventing the grant of the rights set out in this Licence to the Licensee. The obtaining of any other third party consents or regulatory approvals that may be required for or in connection with the Remediation Works is the sole responsibility of the Licensee.
- 2.3 This Licence is restricted to the Remediation Works.

## **3 Carrying out of the Remediation Works**

- 3.1 In consideration of the Rights, the Licensee covenants with the University to:
  - (a) perform the obligations set out in this Licence;
  - (b) carry out the Remediation Works in accordance with the construction methodology set out in Part 3 of Schedule 1;
  - (c) obtain:
    - (i) all permissions for the Remediation Works required under any Legislation; and
    - (ii) all other licences, permissions or consents required for the Remediation Works by the owner or occupier of any neighbouring land or otherwise,and produce all such licences, permissions or consents to the University on request. The Licensee shall not be permitted to commence any part of the Remediation Works which requires a permission, licence or consent to be obtained under any Legislation or from a third party in order for such works to be lawfully commenced before such permission, licence or consent has been obtained.
  - (d) procure that the Remediation Works are carried out and completed by the Contractor:
    - (i) in accordance with the terms of the Remediation Contract and so as not to put the Licensee in breach of the terms of this Licence;

- (ii) so as to ensure that any interference and disruption to the owners or occupiers of the Buildings or the University's Land and/or to the use and/or occupation of the University's Land or any adjoining or neighbouring property is kept to a minimum; and
  - (iii) on or before the Intended Completion Date (subject to clause 3.2);
- (e) indemnify and keep indemnified the University from and against any and all claims, demands, actions, expenses, costs, proceedings, damages, losses, liabilities and obligations of whatsoever nature arising as a result of:
- (i) death and personal injury;
  - (ii) loss of or damage to the Premises, the University's Land or the University's property;
  - (iii) breach of statutory duty; and
  - (iv) any claims made against the University by a third party,

to the extent, in each case, arising out of the exercise of any or all of the Rights and/or arising out of or in connection with the carrying out of the Remediation Works;

- (f) procure that the Licensee's Insurances and the Contractor's Insurances are taken out and maintained in accordance with the Remediation Contract; and
- (g) in accordance with all reasonable regulations made by the University from time to time relating to the times and manner of access to the University's Land during the Licence Period provided always that where any new regulations ("**New Regulations**") are provided to the Licensee after the date of this Licence:
- (i) the Licensee shall be entitled to an extension of time to the Intended Completion Date commensurate with any period of delay caused by the implementation of the New Regulations in accordance with clause 3.2; and
  - (ii) the Licensee shall be entitled to any additional costs which the Licensee reasonably and properly incurs to any third party as a result of the implementation of the New Regulations

save to the extent that any such delay and/or additional costs arise from or in connection with any error, breach or default by the Licensee under this Licence or the Remediation Contract.

3.2 The Intended Completion Date shall be extended commensurately with any extension of time properly granted to the Contractor under the terms of the Remediation Contract (but ignoring for this purpose any such extension of time resulting from an error, breach or default of the Licensee).

3.3 Without prejudice to the provisions of Clause 3.1, the Licensee agrees that:

- (a) it shall promptly make good to the University's reasonable satisfaction any damage caused to the University's Land or to any other land or building or any plant and machinery as a result of the exercise of any or all of the Rights and/or which is caused by the carrying out of the Remediation Works; and

- (b) access to the University's Land by the Licensee is taken at the Licensee's sole risk.
- 3.4 The Licensee shall procure that the Contractor delivers to the University on or about the date of this Licence a deed of collateral warranty in the relevant form set out in the Remediation Contract duly executed by the Contractor.
- 3.5 In carrying out and completing the Remediation Works, the Licensee shall be entitled to use (at its own risk and subject to clause 3.6) the services and utilities detailed at Part 3 of Schedule 1 but otherwise shall provide all things necessary to facilitate the carrying out and completion of the Remediation Works.
- 3.6 The Licensee must pay on demand a fair proportion of the cost of any services and utilities detailed at Part 3 of Schedule 1 (and which shall be sub-metred in accordance with the arrangements set out therein) which are supplied by the University to, and consumed by, the Licensee in connection with this Licence.
- 3.7 For the purposes of the CDM Regulations, the Licensee elects to be the only client and the University agrees to such election. The Licensee shall:
- (a) where required by the CDM Regulations, appoint a principal contractor and a principal designer (or fulfil such roles itself);
  - (b) carry out all the duties of client in accordance with the CDM Regulations; and
  - (c) see that all third party contractors and consultants engaged in connection with the Remediation Works have the skills, knowledge, experience and organisational capability to carry out the Remediation Works in a way that secures health and safety.
- 3.8 The Licensee must pay all fees, rates, levies and taxes that arise by reason of the Remediation Works (including any arising under any Legislation applying to the Remediation Works) whether imposed on the University or the Licensee and must indemnify the University from all liability in relation to such fees, rates, levies and taxes.
- 3.9 The Licensee must take proper steps and precautions during the carrying out of the Remediation Works to ensure that the carrying out of the Remediation Works does not make any of the following unsafe; the structure of the Premises, the Buildings, any plant or machinery at the Premises or the Buildings or any neighbouring land or building.

#### **4 Insurance and risk**

- 4.1 Before commencing the Remediation Works, the Licensee must give the insurers of the Premises full details of the Remediation Works and evidence to the University that insurance in respect of the Premises and the Remediation Works has been effected in each case for their full reinstatement value.
- 4.2 The Remediation Works and all materials, services, tools, plant, scaffolding, machinery and temporary buildings, the subject of or used in connection with the same, whether on or off the site and whether or not incorporated into the Remediation Works, shall be at the Licensee's risk for every description of loss or damage prior to issue of the Completion Certificate and the Licensee shall:
- (a) be responsible for and shall with all possible speed make good at its own expense any loss or damage that may occur to the same; and

- (b) apply the proceeds of the Licensee's Insurances and/or the Contractor's Insurances towards the reinstatement of the Remediation Works, settling any claims and indemnifying the University in respect of any liabilities and shall make good any deficiencies out of its own funds.

## **5 Appointment of Contractor and Independent Certifier**

- 5.1 The Licensee shall enter into the Remediation Contract and the Independent Certifier's Appointment on or about the date of this Licence. The Remediation Contract and the Independent Certifier's Appointment shall both be in forms previously approved by the University (such approval not to be unreasonably withheld or delayed).
- 5.2 The Licensee shall not without the University's prior written approval (not to be unreasonably withheld or delayed):
  - (a) terminate, repudiate or discharge the Independent Certifier's Appointment or the Remediation Contract or treat the same as having been terminated, repudiated or otherwise discharged;
  - (b) waive, settle, compromise or otherwise prejudice any rights or claims which the Licensee may from time to time have against the Independent Certifier or the Contractor; or
  - (c) vary the terms of the Independent Certifier's Appointment or the Remediation Contract or the service or works performed or to be performed by the Independent Certifier or the Contractor.
- 5.3 In the event of the Independent Certifier's Appointment or the Remediation Contract being terminated otherwise than for full performance, the Licensee shall ensure the appointment of a replacement consultant or contractor to act as the Independent Certifier or the Contractor (as applicable) as soon as reasonably practicable. The identity of any such replacement shall be as approved by the University (such approval not to be unreasonably withheld or delayed) and the terms of his appointment shall, unless otherwise agreed, be as set out in the Independent Certifier's Appointment or the Remediation Contract (as applicable).
- 5.4 In the event the Parties fail to agree the identity and/or terms of a replacement Independent Certifier or Contractor in accordance with clause 5.3, within fourteen (14) days of the original Independent Certifier Appointment or Remediation Contract being terminated, then such disagreement shall be referred for resolution in accordance with the Dispute Resolution Procedure.
- 5.5 The Licensee shall procure that the Independent Certifier delivers to the University on or about the date of this Licence a collateral warranty in the form set out in schedule 4 of the Independent Certifier's Appointment, mutatis mutandis, duly executed by the Independent Certifier.

## **6 Underlease**

- 6.1 Subject only to this clause 6.1 but otherwise without prejudice to the Underlease, which remains in full force and effect, the Licensee and the University agree that:
  - (a) the provisions of the Underlease which govern the repair, maintenance and renewal of the Premises shall, following the Completion Date, apply, mutatis mutandis, to the Remediation Works;

- (b) where and to the extent that the Licensee is not able to carry out of the Facilities Management Arrangements (the **Affected Arrangements**) to any exterior part of the Premises as a direct result of the carrying out of the Remediation Works in accordance with the terms of this Licence (and not on account of any separate act, negligence or default of the Licensee) then, provided that the Licensee has used all reasonable but commercially prudent endeavours to continue to perform the Facilities Management Arrangements to the extent practicable and provided such Facilities Management Arrangements are not required to be carried out by law, no claims or other remedy for non-performance shall be made or applied by the University under the Underlease in respect of the non-provision of such Affected Arrangements; and
- (c) the University's Land over which the Rights are granted does not form part of the premises demised to the Licensee under the Headlease..

## **7 Specification**

7.1 The Licensee shall not derogate from the Specification without the prior written approval of the University, not to be unreasonably withheld or delayed, provided always that it shall be reasonable for the University to withhold its approval in respect of any derogation to the Specification where:

- (a) the Licensee has not provided such information as the University may reasonably require in order to evaluate the intent and effect of the derogation; or
- (b) the Licensee does not undertake to meet the costs reasonably and properly incurred by the University in carrying out any technical review which is reasonably required by the University to evaluate the intent and effect of the derogation; or
- (c) save where such derogation is required by law:
  - (i) the derogation would have a material adverse effect upon the University's rights or obligations under this Licence, the deed of warranty to be delivered in favour of the University pursuant to clause 3.4, the Underlease and/or the Intended Completion Date; or
  - (ii) the derogation is likely to have an adverse effect upon the standard, quality, appearance or durability, or future operation, maintenance and/or whole-life cost of the Remediation Works or the Premises; or
  - (iii) the derogation is likely to have an adverse effect upon (i) the University's reputation; (ii) the University's planned activities on or around the site of the Remediation Works; or (iii) the amenity of the site or its surroundings for the University's students.

## **8 Monitoring, Completion and Making Good of the Remediation Works**

8.1 The Licensee shall keep the University properly informed of the progress of the Remediation Works and any material problems or delays, by means of weekly update meetings and monthly written progress reports. The Licensee shall further provide the University with the opportunities and facilities to raise and discuss all aspects of the Remediation Works with the Licensee at all reasonable times.

8.2 The Licensee shall supply the University with copies of all drawings, specifications, maintenance handover schedules, manufacturer warranties and other documents within the Licensee's

possession or control and relating to the Remediation Works, as reasonably requested by the University from time to time.

- 8.3 In respect of any site or progress meetings relating to the Remediation Works (to include, at a minimum, weekly site meetings), the Licensee shall:
- (a) give reasonable notice to the University of such meetings;
  - (b) permit the University or its authorised representatives to attend such meetings; and
  - (c) have due regard to any representations made by the University or its authorised representatives at such meetings (and use reasonable endeavours to procure that the Independent Certifier considers any such representations but without fettering in any way the discretion of the Independent Certifier under the Independent Certifier's Appointment).
- 8.4 The Licensee shall permit the University access to the site of the Remediation Works and other places where related off-site work is in progress at all reasonable times and upon not less than 24 hours' notice (save in the case of an emergency, where notice shall not be required) to view the progress and state of the Remediation Works, provided that the University shall at all times comply with the reasonable instructions of the Licensee and/or the Contractor concerning security and health and safety.
- 8.5 The Licensee shall procure that at least 5 Business Days prior to the Intended Completion Date and the date that the Independent Certifier intends to issue a Certificate of Making Good Remediation Defects, the Independent Certifier shall convene a meeting in order that an inspection of the Remediation Works may be carried out. The University shall be invited to attend such meeting and shall be entitled to make representations to the Independent Certifier regarding the Remediation Works and the issue of the Completion Certificate and/or the issue of the Certificate of Making Good Remediation Defects (as relevant). The Licensee shall use reasonable endeavours to procure that the Independent Certifier considers any such representations but without fettering in any way the discretion of the Independent Certifier with reference to the issue of the relevant Completion Certificate or Certificate of Making Good Remediation Defects.
- 8.6 If the Licensee fails to procure that the Remediation Works are completed by the Intended Completion Date, then the Licensee shall be liable to pay to the University:
- (a) from (but not including) the Intended Completion Date until the Completion Date until the earlier of the Completion Date and the Rent Commencement Date:
    - (i) the direct costs, losses and/or expenses reasonably and properly incurred by the University and reasonably evidenced to the Licensee as a result of the delay to the Remediation Works up to a cap of £5,000 per month:
  - (b) from (but not including) the Rent Commencement Date until the Completion Date:
    - (i) 10% of the Residence Fees payable by each Student who is a resident of the Premises per week or pro rata for part thereof under the terms of their Student Residence Agreement until the Completion Date in order to allow the University to compensate any affected Students for the inconvenience caused as a result of the ongoing Remediation Works; and

- (ii) any other direct costs, losses and/or expenses reasonably and properly incurred by the University and reasonably evidenced to the Licensee as a result of the delay to the Remediation Works up to a cap of £5,000 per month:

8.7 Subject to clause 3.1(e), the University shall not be entitled to recover any other sum(s) for or in connection with a failure to complete the Remediation Works by the Intended Completion Date.

8.8 Notwithstanding any other provision of this Licence, the University shall take all reasonable steps to mitigate any losses, expenses damages or costs which may result in a claim against the Licensee under clause 8.6(a) and/or clause 8.6(b)(ii).

8.9 If any defects, shrinkages or other faults in the Remediation Works (and/or wider damage resulting from the same) appear within the Remediation Defects Liability Period due to any failure by the Licensee to comply with its obligations under this License, the Remediation Contract or the Underlease, the Licensee shall procure:

- (a) that any such defects, shrinkages and other faults (and/or wider damage resulting from the same) are made good as soon as is reasonably practicable
- (b) that in rectifying any such defects or shrinkages or other faults (and/or wider damage resulting from the same), the Licensee keeps to a minimum the amount of interference and disruption caused to the use and/or occupation of the University's Land; and
- (c) compliance with any reasonable directions and health, safety or security precautions imposed by the University.

8.10 Without prejudice to the generality of the foregoing, the Licensee shall procure the replacement of any plants, trees, shrubs, grass and turf pertaining to the Remediation Works which have not properly seeded or matured, or which are otherwise not in good health, prior to the expiry of the Remediation Defects Liability Period.

## 9 Termination

9.1 The University may terminate this License by written notice (**Termination Notice**) to the Licensee:

- (a) with immediate effect in the event the Headlease expires or is sooner terminated; or
- (b) if the Licensee shall materially breach any of its obligations contained in this Licence or shall materially exceed the rights granted by this Licence and (if the breach is capable of remedy) shall not remedy any such breach or excess to the University's reasonable satisfaction within such reasonable period of time (having regard to the nature of the breach) as the University may require in a notice to the Licensee advising the Licensee of such material breach.

9.2 The termination of this Licence shall be without prejudice to: (i) clause 10 which shall continue to be binding upon the Parties following the date of termination; and (ii) any breaches, claims or liabilities which have accrued at the date of termination.

## **10 Confidentiality**

The terms of this Licence, and the substance of all negotiations in connection with it, are confidential to the Parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party without the written consent of the other party other than:

- (a) to the Parties' respective auditors, insurers and lawyers on terms which preserve confidentiality;
- (b) pursuant to an order of a court of competent jurisdiction or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation (including the requirements of any Stock Exchange) to make such a disclosure;
- (c) as far as necessary to implement and enforce any of the terms of this Licence or to comply with the terms of any contract entered into by the University or by the Licensee in connection with the University's Land or to discharge the University's duties to its students, parents and the OIA.

## **11 No warranty as to suitability**

11.1 Subject to clause 2.2, this Licence does not imply any warranty on the part of the University that the Premises, the Buildings or the Landlord's Premises affected by the Remediation Works are suitable for execution and retention of the Remediation Works and the Licensee must satisfy itself:

- (a) as to the suitability of the structure and fabric of the Premises and Buildings for the carrying out of the Remediation Works;
- (b) that any existing services will not be adversely affected by the carrying out and retention of the Remediation Works;
- (c) as to the quality, adequacy and safety of the Remediation Works;
- (d) as to the design and method of construction of the Remediation Works; and
- (e) that the Remediation Works may lawfully be carried out.

## **12 Governing law**

This Appointment is subject in all respects to English law and the English courts shall have exclusive jurisdiction with regard to all matters arising under or in connection with it.

## **13 Variations**

Any variation to:

- (a) this Licence; or
- (b) the terms of the Independent Certifier's Appointment or the Remediation Contract under clause 6.2;

must be authorised in writing and signed by an authorised representative of each Party provided always that it shall be a condition to any such variation required by the Licensee that the Licensee provides a written undertaking to pay to the University all its reasonable and proper

costs, expenses and disbursements (including those of the University's solicitor and any other professional advisers) together with VAT in connection with the consideration and approval by the University of any such variation.

**14 Severance**

If any provision of this Licence is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Licence remain in full force and effect and are not in any way impaired.

**15 Third parties**

Unless expressly stated, nothing in this Licence confers rights on any person under the Contracts (Rights of Third Parties) Act 1999.

**16 Counterparts**

This Licence may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Licence.

**In witness** whereof the University and the Licensee have executed this Licence as a Deed, which shall take effect upon the date that this Licence is delivered.

The Common seal of the **University of Plymouth** was hereunto affixed in the presence of: )  
)  
)  
)  
)

.....  
Council Member

.....  
Council Member

.....  
Registrar and Secretary

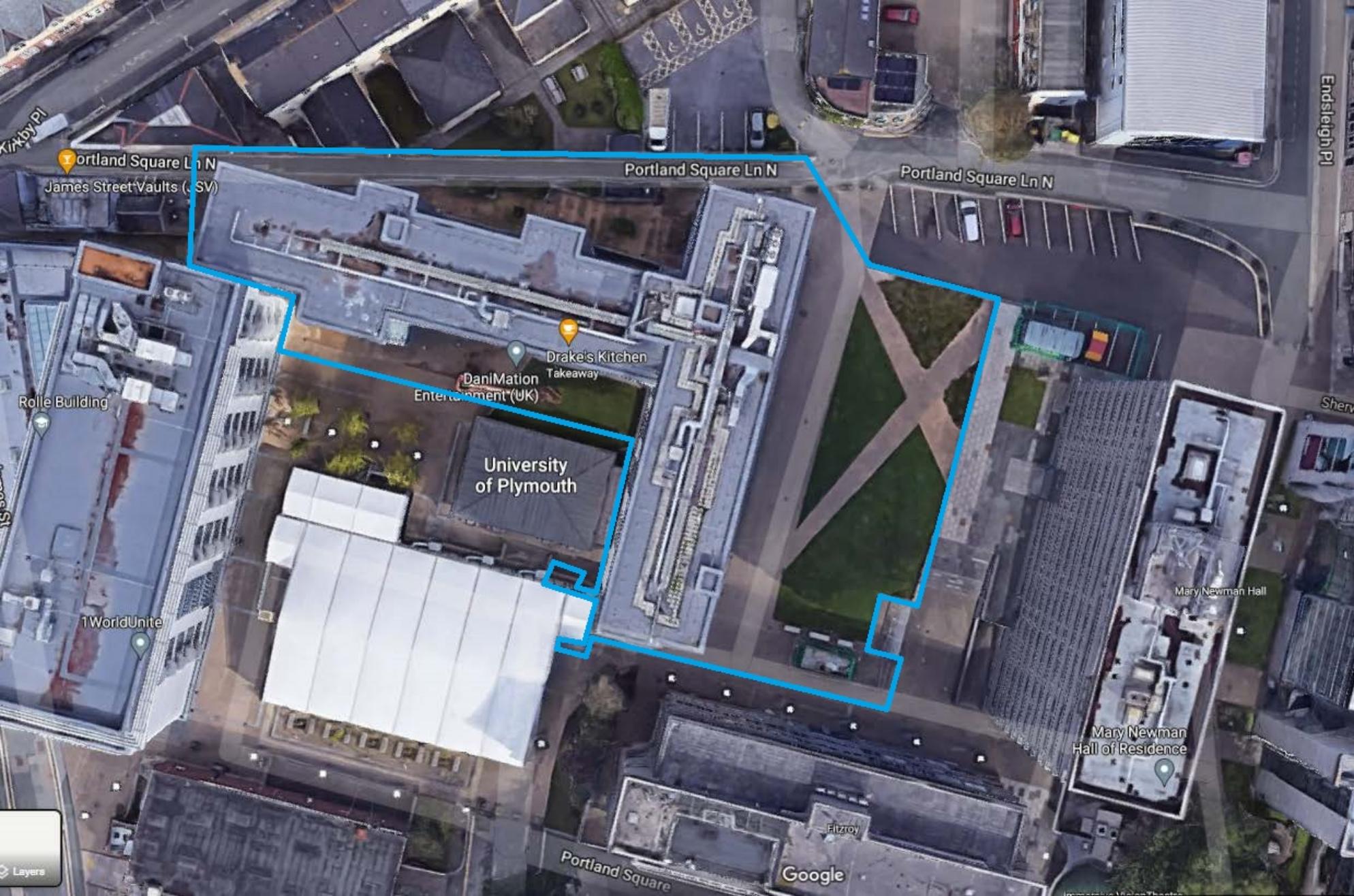
Executed as a deed and delivered by )  
**UPP (Plymouth Three) Limited** acting by a )  
director in the presence of: )  
)  
)

.....  
Director  
.....  
Name

Witness  
.....  
Name  
.....  
Address  
.....

**Schedule 1**

**Part 1 – Plan**



Portland Square Ln N  
James Street Vaults (SV)

Portland Square Ln N

Portland Square Ln N

Endsleigh Pl

Rolle Building

DanIMotion Entertainment (UK)  
Drake's Kitchen Takeaway

University of Plymouth

1WorldUnite

Mary Newman Hall

Mary Newman Hall of Residence

Fitzroy

Google

Portland Square

Layers



## Part 2 – Specification from the Remediation Contract

**Project:**

**Francis Drake Halls of Residence, University of Plymouth**

**Title:**

Francis Drake Halls of Residence. Replacement of Existing Defective Cladding

**Client:**

Kier Construction

**File Reference:**

154579-STL-XX-XX-SP-A-P01.2021-06-18

**Publication Number:**

001

**Date:**

18-06-2021

**Document Status:**

S4 - Suitable for Stage Approval

**Revision Number:**

P01 - Final Stage 4 Issue

**Revision Notes:**

## Project description

Removal and replacement of existing defective cladding.

## General requirements/information

To be read with Preliminaries/General conditions.

To be read in conjunction with the architectural drawings and schedules.

Any anomalies/discrepancies in this specification should be reported to STRIDE TREGLOWN as soon as possible following their discovery.

## Alternative products/manufacturers

Where reference is made in this document to specific products or manufacturers, equivalent quality and performance may be substituted subject to prior agreement.

Alternative products will only be considered on the basis of requests issued **in writing**.

## Independent certification schemes

There are many independent product certification schemes in the UK and elsewhere that may provide information on the performance of a product. Such schemes certify that a material complies with the requirements of a recognised document and indicates it is suitable for its intended purpose and use. These may be in addition to, but not conflict with, CE marking.

Materials which are not certified by an independent scheme might still conform to a relevant standard.

Accreditation of a certification body by a national accreditation body belonging to the European co-operation for Accreditation (EA) provides a means of demonstrating that their certification scheme can be relied upon. In the UK, most independent certification bodies are accredited by the United Kingdom Accreditation Service (UKAS), which belongs to the EA.

It is important to check the scope of the accreditation of a certification body, as accreditation might cover only part of the certification body's testing or certification business.

## Environmental aspects

All products to have accompanying Environmental Product Declaration (EPD) certification by an independent verified environmental label / ISO Type III system in accordance with ISO 14025.

All timber used should be FSC, CSA, MTCC, PEFC, SFI certified, or any combination of these (trade schemes such as Forests Forever do not qualify), and a full chain of custody certification should be made available to the CA on request. Timber to be locally sourced unless otherwise specified and the main contractor should keep records of suppliers' accreditation and timber delivery notes on file.

## Construction, Design and Management Regulations

Projects undertaken within the UK are subject to the requirements of the Construction, Design and Management Regulations (CDM).

## Contents

C20 Demolition .....	1
C40 Cleaning masonry/ concrete .....	5
H92 Rainscreen cladding .....	8
M21 Insulation with rendered finish.....	18
Z11 Purpose made metalwork.....	22
Z20 Fixings and adhesives.....	27
Z22 Sealants .....	30

## **C20**

### **Demolition**

#### **General requirements**

##### **110 Desk study/ Survey**

---

1. Scope: Before starting deconstruction/ demolition work, examine available information, and carry out a survey of:
  - 1.1. the structure or structures to be deconstructed/ demolished,
  - 1.2. the site on which the structure or structures stand, and
  - 1.3. the surrounding area.
2. Report and method statements: Submit, describing:
  - 2.1. Form, condition and details of the structure or structures, the site, and the surrounding area.
    - 2.1.1. Extent:
  - 2.2. Type, location and condition of features of historical, archaeological, geological or ecological importance.
  - 2.3. Type, location and condition of adjoining or surrounding premises that might be adversely affected by removal of the structure or structures, or by noise, vibration and/ or dust generated during deconstruction/ demolition.
  - 2.4. Identity and location of services above and below ground, including those required for the Contractor's use, and arrangements for their disconnection and removal.
  - 2.5. Form and location of flammable, toxic or hazardous materials, including lead-based paint, and proposed methods for their removal and disposal.
  - 2.6. Form and location of materials identified for reuse or recycling, and proposed methods for removal and temporary storage.
  - 2.7. Proposed programme of work, including sequence and methods of deconstruction/ demolition.
  - 2.8. Details of specific pre-weakening required.
  - 2.9. Arrangements for protection of personnel and the general public, including exclusion of unauthorized persons.
  - 2.10. Arrangements for control of site transport and traffic.
  - 2.11. Special requirements:
3. Format of report:

##### **120 Extent of deconstruction/ demolition**

---

1. General: Subject to retention requirements specified elsewhere, deconstruct/ demolish structures down to level as areas of cladding indicated for replacement on elevations drawings.

#### **Services affected by deconstruction/ demolition**

##### **210 Services regulations**

---

1. Work carried out to or affecting new and/ or existing services: Carry out in accordance with the byelaws and/ or regulations of the relevant Statutory Authority.

##### **220 Location of services**

---

1. Services affected by deconstruction/ demolition work: Locate and mark positions.
2. Mains services marking: Arrange with the appropriate authorities for services to be located and marked.

- 2.1. Marking standard: In accordance with National Joint Utilities Group 'Guidelines on the positioning and colour coding of underground utilities' apparatus'.

### **230 Services disconnection arranged by contractor**

---

1. General: Arrange with the appropriate authorities for disconnection of services and removal of fittings and equipment owned by those authorities prior to starting deconstruction/ demolition.

### **231 Services disconnection arranged by employer**

---

1. General: The Employer will arrange with the appropriate authorities for disconnection of services and removal of fittings and equipment owned by those authorities prior to deconstruction/ demolition, as follows: .....
2. Timing: Do not start deconstruction/ demolition until disconnections are completed.

### **232 Services disconnection arranged by employer and contractor**

---

1. Responsibility: The Employer will arrange with the appropriate authorities for disconnection of services and removal of fittings and equipment owned by those authorities prior to deconstruction/ demolition, as follows: .....
2. Disconnection of remaining services: Arrange with the appropriate authorities. Remove fittings and equipment not owned by those authorities.
3. Timing: Do not start deconstruction/ demolition until disconnections are completed.

### **260 Service bypass connections**

---

1. General: Provide as necessary to maintain continuity of services to occupied areas of the site on which the deconstruction/ demolition is taking place and to adjoining sites/ properties.
2. Minimum notice to adjoining owners and all affected occupiers: 72 hours, if shutdown is necessary during changeover.

### **270 Services to be retained**

---

1. Damage to services: Give notice, and notify relevant service authorities and/ or owner/ occupier regarding damage arising from deconstruction/ demolition.
2. Repairs to services: Complete as directed, and to the satisfaction of the service authority or owner.

## **Deconstruction/ demolition work**

### **310 Workmanship**

---

1. Standard: Demolish structures in accordance with BS 6187.
2. Operatives
  - 2.1. Appropriately skilled and experienced for the type of work.
  - 2.2. Holding, or in training to obtain, relevant CITB Certificates of Competence.
3. Site staff responsible for supervision and control of work: Experienced in the assessment of risks involved and methods of deconstruction/ demolition to be used.

### **330 Dust control**

---

1. General: Reduce airborne dust by periodically spraying deconstruction/ demolition works with an appropriate wetting agent. Keep public roadways and footpaths clear of mud and debris.
2. Lead dust: Submit method statement for control, containment and clean-up regimes.

### **340 Health hazards**

---

1. Precautions: Protect site operatives and general public from hazards associated with vibration, dangerous fumes and dust arising during the course of the Works.

### **350 Adjoining property**

---

1. Temporary support and protection: Provide. Maintain and alter, as necessary, as work proceeds. Do not leave unnecessary or unstable projections.
2. Defects: Report immediately on discovery.
3. Damage: Minimize. Repair promptly to ensure safety, stability, weather protection and security.
4. Support to foundations: Do not disturb.

### **360 Structures to be retained**

---

1. Extent:
2. Parts which are to be kept in place: Protect.
3. Interface between retained structures and deconstruction/ demolition: Cut away and strip out with care to minimize making good.

### **370 Partly demolished structures**

---

1. General: Leave in a stable condition, with adequate temporary support at each stage to prevent risk of uncontrolled collapse. Make secure outside working hours.
2. Temporary works: Prevent overloading due to debris.
3. Access: Prevent access by unauthorized persons.

### **380 Dangerous openings**

---

1. General: Provide guarding at all times, including outside of working hours. Illuminate during hours of darkness.
2. Access: Prevent access by unauthorized persons.

### **410 Unforeseen hazards**

---

1. Discovery: Give notice immediately when hazards such as unrecorded voids, tanks, chemicals, are discovered during deconstruction/ demolition.
2. Removal: Submit details of proposed methods for filling, removal, etc.

## **Materials arising**

### **510 Contractor's property**

---

1. Components and materials arising from the deconstruction/ demolition work: Property of the Contractor except where otherwise provided.
2. Action: Remove from site as work proceeds where not to be reused or recycled for site use.

### **511 Employer's property**

---

1. Components and materials to remain the property of the Employer:
2. Protection: Maintain until these items are removed by the Employer or reused in the Works, or until the end of the Contract.
3. Special requirements:

## **520 Recycled materials**

---

1. Materials arising from deconstruction/ demolition work: Can be recycled or reused elsewhere in the project, subject to compliance with the appropriate specification and in accordance with any site waste management plan.
2. Evidence of compliance: Submit full details and supporting documentation.
  - 2.1. Verification: Allow adequate time in programme for verification of compliance.

Ω End of Section

## **C40**

### **Cleaning masonry/ concrete**

#### **General/ preparation**

##### **110 Scope of work**

---

1. Existing Bell & Webster pre-cast concrete following removal of existing cladding systems .

##### **120 Related repair and remedial works**

---

1. Work to be carried out before cleaning work: To be confirmed with main contractor following on site inspections as removal of existing cladding progresses

##### **160 Protection**

---

1. Surfaces not designated for cleaning: Prevent damage, including marking and staining.
2. Openings: Prevent ingress of water, cleaning agents and detritus.
  - 2.1. Vents and grilles: Seek instructions before sealing up.
3. Temporary mechanical fastenings
  - 3.1. In masonry: Locate in joints.
  - 3.2. In other surfaces: Seek instructions.
4. Additional protection: Submit proposals

##### **175 Control and disposal of wash water and detritus**

---

1. Disposal: Safely. Obtain approvals from relevant Authority.
2. Control of wash water: Collect and divert to prevent ingress and damage to building fabric and adjacent areas.
3. Above and below ground drainage systems: Keep free from detritus and maintain normal operation.

##### **180 Cold weather**

---

1. Cleaning procedures using water: Do not use when air temperature is at or below 5°C. Protect damp surfaces from frost.
2. Chemical cleaning agents: Do not use when surface temperatures are below those recommended by manufacturer.

##### **190 Cleaning generally**

---

1. Operatives: Appropriately trained and experienced for each type of cleaning work.
  - 1.1. Evidence of training: Submit on request.
2. Control of cleaning: Confine cleaning processes and materials to designated areas. Prevent wind drift.
3. Detritus: Remove regularly. Dispose of safely.
4. Monitoring: Frequently check results of cleaning compared to approved trial samples. If results established by trials are not achieved, seek instructions.
5. Modifications to cleaning methods and materials: Seek instructions.

##### **215 Record of cleaning works**

---

1. Written report: Record cleaning methods and procedures used for each type of surface and deposit.
  - 1.1. Content: Relevant attributes of cleaning methods used including:

- 1.1.1. Equipment and settings.
  - 1.1.2. Dwell times.
  - 1.1.3. Number of applications.
  - 1.1.4. Ambient temperatures.
2. Additional documentation:
  3. Submission: At completion of cleaning works.

## **Products/ equipment**

### **300 Compatibility of chemical products**

---

1. Products: Compatible and produced by the same manufacturer.

### **312 Surface biocides**

---

1. Types: Registered by the Health and Safety Executive (HSE) and listed on the HSE website under non-agricultural pesticides.
2. Compatibility with surface: Free from staining or other harmful effects.

## **Application**

### **442 Abrasive blocks**

---

1. Types: Suitable grades of carborundum or gritstone.
2. Application: Lubricate with water. Remove detritus.
3. Abrasive power tools: Prohibited.

### **452 Abrasives cleaning**

---

1. Surfaces: Minimize abrasion.
  - 1.1. Ingrained deposits: Seek instructions.
2. Equipment settings (including nozzle type and distance from surface): Adjust regularly to achieve optimum cleaning performance for each surface.
3. Detritus: Remove with clean water.

### **462 Water spray cleaning (mounted nozzles)**

---

1. Surfaces: Minimize water run-off. Prevent damage.
2. Adjustment of washing cycle and nozzle positions: Regularly to achieve optimum cleaning performance.

### **472 Pressurized water cleaning**

---

1. Surfaces: Prevent damage, including abrasion.
2. Equipment settings (including nozzle type and distance from surface): Adjust regularly to achieve optimum cleaning performance for each surface.

### **482 Steam cleaning**

---

1. Surfaces: Prevent damage, including abrasion.
2. Equipment settings (including nozzle type and distance from surface): Adjust regularly to achieve optimum cleaning performance for each surface.

### 495 Testing ph values for chemical cleaning

---

1. pH indicator: To distinguish pH values between 1-14.
2. Testing before cleaning
  - 2.1. Clean rinsing water, wetted surfaces and joints: Test for pH. Record as 'control' values.
3. Testing after water rinsing and neutralization
  - 3.1. Wetted surfaces and joints: Record pH values.
  - 3.2. Acceptance criteria: Submit proposals Submit proposals

### 500 Chemical cleaning

---

1. Surfaces: Prevent damage, including discolouration, bleaching and efflorescence.
2. Product variables (including concentrations, dwell times and number of applications): Adjust for each surface to achieve optimum cleaning performance.
3. Application: To wetted surfaces.
  - 3.1. Drying out: Prevent unless recommended otherwise by cleaning product manufacturer.
4. Removal of chemicals and neutralization: As recommended by product manufacturer, including rinsing with clean water.
  - 4.1. Additional treatment: Where water rinsing is insufficient to neutralize surface, apply compatible neutralizing agent.
  - 4.2. Surfaces and joints: Minimize absorption of chemicals. Prevent damage, including abrasion.

Ω End of Section

## H92

# Rainscreen cladding

### Tendering

#### 10 Information to be provided with tender

---

1. Submit the following cladding particulars
  - 1.1. Typical plan, section and elevation drawings at suitable scales.
  - 1.2. Typical detailed drawings at large scales, including Flashing / coping details and interfaces with external openings and penetrations .
  - 1.3. Technical information and certification demonstrating compliance with specification of proposed incorporated products and finishes, including any products or systems which are alternative to those specified in the following clauses .
  - 1.4. Certification, reports and calculations demonstrating compliance with specification of proposed cladding.
  - 1.5. Proposals for connections to and support from the primary support structure.
  - 1.6. Proposals for primary support structure additional to that shown on preliminary design drawings.
  - 1.7. Schedule of builder's work, special provisions and special attendance by others.
  - 1.8. Examples of standard documentation from which project quality plan will be prepared.
  - 1.9. Preliminary fabrication and installation method statements and programme.
  - 1.10. Proposals for replacing damaged or failed products.
  - 1.11. Areas of non-compliance with specification.

### Type(s) of rainscreen cladding

#### 120 Rainscreen cladding

---

1. Description: EWC C1a & C1b - 135mm Rails
2. Primary support structure: Existing Bell & Webster pre-cast concrete wall panels
3. Rainscreen cladding system
  - 3.1. Manufacturer: VMZINC, Collier House Mead Lane Hertford Herts SG13 7AX Tel: 0203 445 5640  
www.vmzinc.co.uk
  - 3.2. Type: Interlocking panel in horizontal plane. Drained and back ventilated.
  - 3.3. Fire performance requirements: As clause 470 for rainscreen cladding and clause 490 for cavity fire barriers.
4. Rainscreen panel
  - 4.1. Manufacturer: VMZINC, Collier House Mead Lane Hertford Herts SG13 7AX Tel: 0203 445 5640  
www.vmzinc.co.uk
    - 4.1.1. Product reference: Interlocking Panel
  - 4.2. Material: Pre-weathered zinc
  - 4.3. Thickness: 1.0mm
  - 4.4. Finish/ Colour: Quartz
  - 4.5. Panel fixings: Secret fix stainless steel
    - 4.5.1. Number and location: As determined by clause 340
  - 4.6. Joint type: Reveal
  - 4.7. Joint width: 20mm - To be confirmed against existing on site

5. Air gap: 45mm design but in any case not less than 38 mm
6. Secondary support/ framing system: Vertical and horizontal carrier rails
  - 6.1. Manufacturer: As manufacturers recommendations
    - 6.1.1. Product reference: As manufacturers recommendations
  - 6.2. Material: Stainless steel at least 40mm wide
  - 6.3. Fasteners: Stainless steel
    - 6.3.1. Number and location: As determined by clause 340
7. Backing wall: Existing Bell & Webster Pre-cast concrete panels
  - 7.1. Air and vapour control layer: As clause 780
  - 7.2. Thermal insulation: 90mm Rockwool Rainscreen Duoslab as clause 776
  - 7.3. Breather membrane: As clause 785
8. Accessories: Stainless Steel fixing clips #120001837
9. Incorporated components: Cavity fire barriers;  
Siderise RH50 (EI30) in horizontal condition  
Siderise RV 90/30 in vertical condition
10. Other requirements: None

## **120 Rainscreen cladding Type A**

---

1. Description: EWC C2 - 205mm Rail.
2. Primary support structure: Existing Bell & Webster pre-cast concrete wall panels
3. Rainscreen cladding system
  - 3.1. Manufacturer: VMZINC, Collier House Mead Lane Hertford Herts SG13 7AX Tel: 0203 445 5640  
[www.vmzinc.co.uk](http://www.vmzinc.co.uk)
  - 3.2. Type: Interlocking panel in horizontal plane. Drained and back ventilated.
  - 3.3. Fire performance requirements: As clause 470 for rainscreen cladding and clause 490 for cavity fire barriers.
4. Rainscreen panel
  - 4.1. Manufacturer: VMZINC, Collier House Mead Lane Hertford Herts SG13 7AX Tel: 0203 445 5640  
[www.vmzinc.co.uk](http://www.vmzinc.co.uk)
    - 4.1.1. Product reference: Interlocking Panel
  - 4.2. Material: Pre-weathered zinc
  - 4.3. Thickness: 1.0mm
  - 4.4. Finish/ Colour: Quartz
  - 4.5. Panel fixings: Secret fix stainless steel
    - 4.5.1. Number and location: As determined by clause 340
  - 4.6. Joint type: Reveal
  - 4.7. Joint width: 20mm - To be confirmed against existing on site
5. Air gap: 45mm design but in any case not less than 38 mm
6. Secondary support/ framing system: Vertical and horizontal carrier rails
  - 6.1. Manufacturer: As manufacturers recommendations
    - 6.1.1. Product reference: As manufacturers recommendations
  - 6.2. Material: Stainless steel at least 40mm wide
  - 6.3. Fasteners: Stainless steel
    - 6.3.1. Number and location: As determined by clause 340

7. Backing wall: Existing Bell & Webster Pre-cast concrete panels
  - 7.1. Air and vapour control layer: As clause 780
  - 7.2. Thermal insulation: 160mm Rockwool Rainscreen Duoslab as clause 776
  - 7.3. Breather membrane: As clause 785
8. Accessories: Stainless Steel fixing clips #120001837
9. Incorporated components: Cavity fire barriers;  
Siderise RH50 (EI30) in horizontal condition  
Siderise RV 90/30 in vertical condition
10. Other requirements: None

## **120 Rainscreen cladding Type B**

---

1. Description: 200mm Vertical Inset
2. Primary support structure: Existing Bell & Webster pre-cast concrete wall panels
3. Rainscreen cladding system
  - 3.1. Manufacturer: VMZINC, Collier House Mead Lane Hertford Herts SG13 7AX Tel: 0203 445 5640  
www.vmzinc.co.uk
  - 3.2. Type: Interlocking panel in vertical plane. Drained and back ventilated.
  - 3.3. Fire performance requirements: As clause 470 for rainscreen cladding and clause 490 for cavity fire barriers.
4. Rainscreen panel
  - 4.1. Manufacturer: VMZINC, Collier House Mead Lane Hertford Herts SG13 7AX Tel: 0203 445 5640  
www.vmzinc.co.uk
    - 4.1.1. Product reference: Interlocking Panel
  - 4.2. Material: Pre-weathered zinc
  - 4.3. Thickness: 1.0mm
  - 4.4. Finish/ Colour: Quartz
  - 4.5. Panel fixings: Secret fix stainless steel
    - 4.5.1. Number and location: As determined by clause 340
  - 4.6. Joint type: Reveal
  - 4.7. Joint width: 20mm - To be confirmed against existing on site
5. Air gap: 45mm design but in any case not less than 38 mm
6. Secondary support/ framing system: Vertical and horizontal carrier rails
  - 6.1. Manufacturer: As manufacturers recommendations
    - 6.1.1. Product reference: As manufacturers recommendations
  - 6.2. Material: Stainless steel at least 40mm wide
  - 6.3. Fasteners: Stainless steel
    - 6.3.1. Number and location: As determined by clause 340
7. Backing wall: Existing Bell & Webster Pre-cast concrete panels
  - 7.1. Air and vapour control layer: As clause 780
  - 7.2. Thermal insulation: 60mm Rockwool Rainscreen Duoslab as clause 776
  - 7.3. Breather membrane: As clause 785
8. Accessories: Stainless Steel fixing clips #120001837

9. Incorporated components: Cavity fire barriers;  
Siderise RH50 (EI30) in horizontal condition  
Siderise RV 90/30 in vertical condition

10. Other requirements: None

### **120 Rainscreen cladding Type C**

---

1. Description: EWS B - Rockpanel Woods A2 (FS-Xtra)
2. Primary support structure: Existing Bell & Webster pre-cast concrete wall panels
3. Rainscreen cladding system
  - 3.1. Manufacturer: Rockpanel, ROCKWOOL Ltd.  
Wern Tarw, Pencoed Bridgend CF35 6NY  
Tel 01656 863210
  - 3.2. Type: Drained and back ventilated.
  - 3.3. Fire performance requirements: As clause 470 for rainscreen cladding and clause 490 for cavity fire barriers.
4. Rainscreen panel
  - 4.1. Manufacturer: Rockpanel, ROCKWOOL Ltd.  
Wern Tarw, Pencoed Bridgend CF35 6NY  
Tel 01656 863210
    - 4.1.1. Product reference: Rockpanel Woods A2 (FS-Xtra)
  - 4.2. Material: Compressed rock fibre
  - 4.3. Thickness: 9mm
  - 4.4. Finish/ Colour: Woods - allow Ceramic Oak, Rhinestone Oak and Carbon Oak, final selection subject to sample approval
  - 4.5. Panel fixings: Revit to match surface colour
    - 4.5.1. Number and location: As determined by clause 340
  - 4.6. Joint type: Reveal Open
  - 4.7. Joint width: As manufacturers recommendations
5. Air gap: 45mm design but in any case not less than 38 mm
6. Secondary support/ framing system: Vertical and horizontal carrier rails
  - 6.1. Manufacturer: As manufacturers recommendations
    - 6.1.1. Product reference: As manufacturers recommendations
  - 6.2. Material: Stainless steel at least 40mm wide
  - 6.3. Fasteners: Stainless steel
    - 6.3.1. Number and location: As determined by clause 340
7. Backing wall: Existing Bell & Webster Pre-cast concrete panels
  - 7.1. Air and vapour control layer: As clause 780
  - 7.2. Thermal insulation: 60mm Rockwool Rainscreen Duoslab as clause 776
  - 7.3. Breather membrane: As clause 785
8. Accessories: Stainless Steel fixing clips #120001837
9. Incorporated components: Cavity fire barriers;  
Siderise RH50 (EI30) in horizontal condition  
Siderise RV 90/30 in vertical condition
10. Other requirements: Allow for cutting into approx 130mm wide x 2000mm long planks. Final dimension to be confirmed on site

## General requirements/preparatory work

### 210 Design

---

1. Rainscreen cladding system and associated features: Complete detailed design in accordance with this specification and the preliminary design drawings and submit before commencement of fabrication.
2. Related works: Coordinate in detailed design.

### 215 Design proposals

---

1. Submission of alternative proposals: Preliminary design drawings indicate intent. Other reasonable proposals will be considered.

### 220 Specification

---

1. Compliance standards: The Centre for Window and Cladding Technology (CWCT) 'Standard for systemised building envelopes'.
2. Reference information: For the duration of the contract, keep available at the design office, workshop and on site copies of:
  - 2.1. The Centre for Window and Cladding Technology (CWCT) 'Standard for systemised building envelopes'.
  - 2.2. Publications invoked by the CWCT 'Standard for systemised building envelopes'.

### 230 Information to be provided during detailed design

---

1. Submit the following cladding particulars
  - 1.1. A schedule of detailed drawings and dates for submission for comment.
  - 1.2. A schedule of loads that will be transmitted from the rainscreen cladding to the structure.
  - 1.3. Proposed fixing details and systems relevant to the structural design and construction with methods of adjustment and tolerances.
  - 1.4. A schedule of fabrication tolerances/ size tolerances.
  - 1.5. A detailed testing programme in compliance with the Main Contract master programme.
  - 1.6. A detailed fabrication and installation programme in compliance with the Main Contract master programme.
  - 1.7. Proposals to support outstanding applications for Building Regulations consents or relaxations.

### 232 Quality plan

---

1. Requirement: Submit during detailed design.
2. Content: In accordance with BS EN ISO 9001 and including the following:
  - 2.1. Name of the quality manager.
  - 2.2. Quality assessment procedures.
  - 2.3. Inspection procedures to be adopted in checking the work.
  - 2.4. Stages at which check lists will be used and samples of the lists.
  - 2.5. List of work procedures on the correct use of materials or components, both off site and on site.
  - 2.6. List of product information with latest revisions.
  - 2.7. Subcontractors involved in the work.
  - 2.8. Subcontractors quality plans.
  - 2.9. Storage, handling, transport and protection procedures.
  - 2.10. Procedure for registering and reporting non compliances.

- 2.11. Maintenance procedures and calibration records.
- 2.12. Certification that completed work complies with specification.
- 2.13. Check list register to ensure all items have been inspected and non-compliances discharged.

### **235 Information to be provided before commencement of testing or manufacture of rainscreen cladding system**

---

- 1. Submit the following cladding particulars
  - 1.1. Detailed drawings to fully describe fabrication and installation.
  - 1.2. Detailed calculations to prove compliance with design/ performance requirements.
  - 1.3. Project specific fabrication, handling and installation method statements.
  - 1.4. Certification for incorporated components manufactured by others confirming their suitability for proposed locations in the rainscreen cladding.
  - 1.5. Recommendations for spare parts for future repairs or replacements.
  - 1.6. Recommendations for safe dismantling and recycling or disposal of products.

### **240 Product samples**

---

- 1. General: Before commencing detailed design, submit labelled samples of: All specified cladding materials in all colours specified .

### **250 Samples of fixings**

---

- 1. General: During detailed design, submit labelled samples of each type of fixing, together with manufacturers' recommended torque figures.

## **Design/performance requirements**

### **340 Integrity**

---

- 1. Requirement: The rainscreen cladding must resist wind loads, dead loads and design live loads, and accommodate deflections and movements without damage.
- 2. Design wind pressure: Calculate in accordance with BS EN 1991-1-4 and National Annex.
- 3. Impact performance:
  - 3.1. Safety impact requirements:
  - 3.2. Serviceability impact requirements:
  - 3.3. External impact exposure: In accordance with CWCT TN 75: category A.
  - 3.4. Hard and soft body impact loads: To BS EN 14019: .....
- 4. Permanent imposed loads: Existing fixtures and fittings to be re-installed
- 5. Temporary imposed loads: Maintenance access equipment and personnel
- 6. Other design parameters: Determine sizes and widths of panels, number and spacing of fixings, configuration and location of secondary support systems and incorporation of other accessories and fittings to ensure the cladding system, primary support structure and other elements forming the rainscreen wall will resist factored dead, imposed and design live loads, and accommodate deflections and movements without damage.

### **370 Appearance and fit**

---

- 1. Requirement: Design rainscreen wall:
  - 1.1. To ensure position and alignment of all parts and features as shown on preliminary design drawings.
  - 1.2. To accommodate deviations in the primary support structure.

2. Primary support structure: Before commencing installation of rainscreen cladding system, carry out survey sufficient to verify that required accuracy of erection can be achieved.
  - 2.1. Give notice: If the structure will not allow the required accuracy or security of erection.
  - 2.2. Design tolerances: Panel tolerance  $\pm 2$  mm, installation tolerance  $\pm 2$  mm, overall =  $\pm 4$  mm.
3. Rainscreen envelope zone tolerances
  - 3.1. Width:
    - 3.1.1. Critical reference location:
4. Maximum permitted component and installation tolerances:

### 380 General movement

---

1. Requirement: Rainscreen cladding must accommodate anticipated building movements as follows: .....

### 425 Wind load serviceability and safety of rainscreen panels – cyclic wind loading

---

1. Method of determination:

### 430 Thermal properties

---

1. Method for calculating the thermal transmittance (U-value) of the rainscreen wall: Weighted U-value.
2. Average U-value of rainscreen wall: Target U-Values;  
EWS B - 0.39;  
EWS C1a & C1b - 0.44  
EWS C2 - 0.30
3. Method for assessing thermal transmittance (U-value) of assemblies: By calculation

### 450 Air and Vapour control layer

---

1. Condensation risk within rainscreen wall: Determine using the method described in BS 5250, Annex D. Where required, provide a suitable air and vapour control layer to ensure that damage and nuisance from condensation is reduced.

### 470 Fire performance of rainscreen cladding

---

1. Standard: In accordance with the CWCT 'Standard for systemised building envelopes', section 6 and TN 98.
2. Reaction to fire
  - 2.1. External surfaces: To BS EN 13501-1, Class A2-s1, d0 or better
  - 2.2. Internal (cavity) surfaces: To BS EN 13501-1, Class A2-s1, d0 or better
3. Verification of fire performance:

### 490 Fire resistance of cavity fire barriers

---

1. Standard: To BS EN 13501-2
2. Requirement: To resist the passage of flame and smoke for not less than 30 minutes' integrity, 15 minutes' insulation.

### 495 Durability

---

1. Relevant agents or degradation mechanisms: Exposed coastal marine environment
2. Design life of the rainscreen cladding system: Not less than 25 years
3. Secondary components: Submit details together with required maintenance regime, replacement periods and methods of replacement.

## Testing

### 530 Testing authority– UKAS approved-approved laboratory

---

1. Requirement: Project testing must be carried out by a United Kingdom Accreditation Service (UKAS) approved independent laboratory.

### 672 Site testing of fixings

---

1. Requirement: To CWCT 'Standard for systemised building envelope', 'Standard test methods for building envelopes' section 19.
2. Type of test: To be confirmed by Structural Engineer
  - 2.1. Peak load: To be confirmed by Structural Engineer
    - 2.1.1. Load directions: To be confirmed by Structural Engineer
3. Number and location of test fixings: To be confirmed by Structural Engineer

## Products

### 710 Aluminium alloy framing sections

---

1. Standards: To BS EN 755 alloy EN AW-6063 and suitable for the specified finish.
2. Structural members: To comply with BS EN 1999-1-1, -3 and -4.

### 715 Carbon steel framing sections/ Reinforcement

---

1. Standards: To the relevant parts of BS 7668, BS EN 10029, BS EN 10025 or BS EN 10210.
2. Thickness: Suitable for the application, and for galvanizing or other protective coating.

### 730 Mechanical fixings – material requirements

---

1. Stainless steel: To BS EN ISO 3506 grade A2 generally, grade A4 when used in severely corrosive environments.
2. Carbon steel: To BS 4190 and suitable for galvanizing or other protective coating.
3. Aluminium: To BS EN 755.

### 735 Fixings and fasteners

---

1. Type and use: Reviewed and approved by manufacturers. Submit confirmatory information on request.
2. Dimensions: Not less than recommended by their manufacturers.
3. Adjustment capability: Sufficient in three dimensions to accommodate primary support structure and rainscreen cladding fabrication/ installation tolerances.

### 776 Thermal insulation

---

1. Material: Mineral wool to BS EN 13162
2. Manufacturer: Rockwool Ltd
  - 2.1. Product reference: Rockwool Rainscreen Duoslab
3. Thickness: Not less than See system clauses 120, 120A, 120B & 120C.
4. Recycled content:
5. Fixing: Attached to the outer face or supported within the backing wall so as not to bulge, sag, delaminate or detach during installation or in situ during the life of the rainscreen cladding.

## 780 Air and vapour control layer

---

1. Material: Reinforced foil faced non-woven.  
Reaction to fire classification B-s1-d0 tested in accordance with BS EN 13501-1
  - 1.1. Minimum vapour resistance: 200 MN s/g
  - 1.2. Manufacturer: Proctor Group
    - 1.2.1. Product reference: Procheck FR200
2. Continuity: No breaks and with the minimum of joints.
  - 2.1. Penetrations and abutments: Seal to air and vapour control layer. If necessary, prime substrates to achieve full bond.
  - 2.2. Sheet laps: Not less than 150 mm, seal with tape. Prime substrates as necessary to achieve full bond.
3. Sheet tape: Double sided sealant with vapour resistivity not less than the air and vapour control sheet.
  - 3.1. Size (width and thickness): 1.6m x 0.16mm
4. Sheet repairs and punctures: Seal with lapped patch of air and vapour control membrane and continuous band of sealant tape along edges.

## 785 Breather membrane

---

1. Standard: To BS EN 13859-2.
2. Material: Non-woven, high density polythene  
Reaction to fire classification B-s1-d0 tested in accordance with BS EN 13501-1
3. Manufacturer: Tyvek
  - 3.1. Product reference: FireCurb
4. Continuity: No breaks. Minimize joints.
  - 4.1. Penetrations and abutments: Attach to breather membrane with tape. Achieve full bond.
  - 4.2. Laps: Not less than 150 mm, bond with tape. Achieve full bond.
5. Tape: As recommended by breather membrane manufacturer.
6. Repairs: Lapped patch of breather membrane material secured with continuous band of tape on edges.
7. Junctions at flashings, sills, gutters etc. Overlap and allow free drainage to exterior.

## Finishes

### 840 Anodizing

---

1. Requirement: As section Z33.

## Fabrication and installation

### 910 Generally

---

1. Electrolytic corrosion: Take necessary measures to prevent.
2. Identification of products: Mark or tag to facilitate identification during assembly, handling, storage and installation. Do not mark surfaces visible in the complete installation.

### 912 Metalwork

---

1. Requirement: As section Z11, unless specified otherwise in this section.

### 922 Fixings/ Adhesives application

---

1. Requirement: As section Z20, unless specified otherwise in this section.

### 960 Preliminary rainscreen cladding installation

---

1. Requirement: Complete an area of cladding as set out below for inspection and approval of appearance.
2. .... .

### 970 Rainscreen cladding installation

---

1. Tightening mechanical fasteners: To manufacturer's recommended torque figures. Do not overtighten fasteners intended to permit differential movement.
2. Protective coverings: Remove only where necessary to facilitate installation and from surfaces which will be inaccessible on completion.

### 975 Welding

---

1. In situ welding:

### 980 Interfaces

---

1. Installation: Locate flashings, closers etc. correctly and neatly overlap cladding to form a weathertight junction.

### 985 Damage

---

1. Repairs: Do not repair cladding without approval.
  - 1.1. Approval: Will not be given where the proposed repair will impair performance or appearance.
2. Record of repairs: Prepare schedule or record on drawings for inclusion in the maintenance manual.

Ω End of Section

## M21

### Insulation with rendered finish

#### General/ system requirements

##### 120 Survey of structural substrate

---

1. Timing: Before starting work covered in this section.
2. Objective: To confirm suitability for application of external wall insulation system.
3. Survey report: Submit, covering:
  - 3.1. The form and condition of the structural substrate.
  - 3.2. A schedule of repairs and/ or additional works necessary to render the substrate suitable to receive the system.
  - 3.3. A schedule of services, fixtures and fittings requiring removal to facilitate installation of the system.
  - 3.4. Proposals for treatment of thermal bridges that may occur as a result of installing the system, e.g. at door and window reveals, concrete floor edges, movement joints.
  - 3.5. Any other relevant information.

##### 160 Remedial work

---

1. Remedial work shown to be necessary by survey: To be agreed with the Main Contractor

##### 180 Structural substrate

---

1. Description: Bell & Webster pre-cast wall units
2. Preparation: As recommended by system manufacturer

##### 210 External wall insulation system

---

1. Description: To all areas of existing render system to be replaced as indicated on elevation drawings
2. Manufacturer: Sto Ltd, Unit 700, Catesby Park, Kings Norton, Birmingham B38 8SE.  
Email: info.uk@sto.com Web: www.sto.co.uk
3. System reference: StoTherm Mineral M Rotofix Plus
4. Insulation: Sto-Mineral Fibre Board MHD
5. Thickness: 180mm
6. Density: 140 kg/m<sup>3</sup>
7. Minimum compressive strength: 20 kN/m<sup>2</sup> at 10% compression
8. Method of fixing: Rotofix Plus
9. Fire barriers: Sto-Mineral Fibre Board MHD (mono-high density) used to create vertical firebreaks (where required) in conjunction with StoLevell Uni adhesive of minimum width 100mm to close the cavity and provide a smoke barrier where the cavity does not exceed 24mm.  
A1 Non-combustible in accordance with EN 13501-1.  
Thermal Conductivity 0.039 W/Mk to BS 3958-5: 1986 & DIN 52 612.  
Density: 140 kg/m<sup>3</sup>  
Minimum Compressive strength: 20 kN/m<sup>2</sup> @ 10% compression

Where the cavity exceeds 24 mm, compressed mineral fibre quilt (minimum width 400mm) may be used behind the Mineral Fibre boards in lieu of the Sto adhesive, and the firebreaks restrained by Sto-Stainless Steel firebreak fixings at maximum 300mm centres.

10. Thickness: As described above

11. Density: 140 kg/m<sup>3</sup>
12. Minimum compressive strength: 20 kN/m<sup>2</sup> at 10% compression
13. Beads/ trims: As manufacturers recommendations at the time of installation
14. Construction/ movement joints: As manufacturers recommendations at the time of installation
15. Render carrier/ reinforcement: Sto Glass Fibre Reinforcing Mesh
16. Method of fixing: As manufacturers recommendations at the time of installation
17. Render: StoLevell Duo Plus calcium silicate based reinforcing coat. Thickness to be nominal 5mm ensuring the reinforcing mesh is fully embedded and a level surface is provided.

Sto Primer (Putzgrund). Apply 1 full coat by brush or roller and allow to dry thoroughly.

18. Decorative finish: StoSilco K1.5

### **305 Contractor's design**

---

1. Description:
2. Design responsibility:
3. Structural and fire requirements
  - 3.1. Generally: As section B50.
  - 3.2. Modifications:
  - 3.3. Design: Complete the design in accordance with the designated code of practice to satisfy specified performance criteria.
4. Functional requirements:
5. Additional requirements:
6. Design and production information:
7. Timing of submissions:

### **307 Completion of design**

---

1. Description: As clause 210
2. Requirement: Complete the detailed design to satisfy specified performance criteria and coordinate with the detailed design of related and adjacent work.
3. Additional requirements: Location of movement and day joints
4. Design and production information: Method statements and quality plan for transportation and installation
5. Timing of submissions: With tender submission

### **335 Impact resistance of non-loadbearing vertical surfaces**

---

1. Hard body impact loads
  - 1.1. Location: Entire elevation
  - 1.2. Category: To CWCT Technical Note 75, exposure category A
2. Soft body impact loads
  - 2.1. Location: Within 1.5m of ground level or pedestrian access route
  - 2.2. Category: To CWCT Technical Note 75, exposure category A

### **360 Samples**

---

1. Procedure: Submit samples/ examples of designated items for approval. Keep approved samples on site for the duration of the contract for inspection/ comparison purposes.

2. Designated items: Clause 210 item 18. Demonstrate colour match with existing

### 380 Uniformity of colour and texture of coating mixes

---

1. Type/ proportion of constituent materials: Unchanged once samples of coatings have been approved.
2. Supplies of materials: Sufficient to give consistent and uniform colour and texture.

### Installation

#### 410 Installation

---

1. Installer: The system manufacturer, or a contractor approved by the system manufacturer.

#### 420 Adverse weather

---

1. Materials/ surfaces: Do not use frozen materials and do not apply materials to frost-bound surfaces.
2. Adhesives/ mortars/ renders: Do not apply when air temperature is:
  - 2.1. At or below 5°C on a falling thermometer or below 3°C on a rising thermometer, or when temperature of the air or wall surface is above 30°C and the surface is not protected.
  - 2.2. Outside range recommended by manufacturer, if different from above.
3. Temperature of the work: Maintain above minimum level recommended by manufacturer until adhesive/ mortar/ render has fully hardened.
4. Newly rendered surfaces: Protect against adverse weather conditions.
5. Render coatings damaged by adverse weather: Replace.

#### 430 Substrates

---

1. Condition before pretreatment/ application of insulation system: Structurally sound, adequately true and level, dry, free from contamination by dirt, dust, efflorescence, organic growths or other deleterious substances and in a suitable condition to receive specified insulation system.

#### 435 Removal of existing components

---

1. Requirement: Confirm with main contractor

#### 440 On-site pull-out tests on fixing pins

---

1. Objective: To prove suitability of structural substrate and determine size and number of fixings required.
2. Pull-out test load: To be confirmed by Structural Engineer
3. Notice: Give notice of testing timetable to Engineer.
  - 3.1. Period of notice: Five working days

#### 490 Construction/ movement joint installation

---

1. Location: To coincide with any movement joints within existing structure or as otherwise recommended by system manufacturer
2. Formation: Accurately to bridge joint, with a constant projection.
3. Modifications to joint locations/ design: Agree revisions before proceeding.

#### 520 Supports/ sleeves for services/ fittings

---

1. Service/ fitting: Light fittings, CCTV, ventilation equipment
2. Location: To be confirmed following survey by contractor
3. Type of support: As recommended by system manufacturer

### 530 Sealant joints

---

1. Locations: Interfaces with other elements and materials
2. Sealant: Type recommended by system manufacturer
3. Joints: Formed in accordance with section Z22 and system manufacturer's recommendations using any necessary joint fillers, backing strips, etc.

### 550 Inspection of completed installation

---

1. Timing: As soon as possible after completion of the work and before removing scaffolding.
2. Notice for inspection (minimum): Five working days
3. Submit : Description of inspection and remedial works carried out.

Ω End of Section

## **Z11**

### **Purpose made metalwork**

To be read with preliminaries/ general conditions.

#### **310 Materials generally**

---

1. Grades of metals, section dimensions and properties: To appropriate British Standards. When not specified, select grades and sections appropriate for the purpose.
2. Prefinished metal: May be used if methods of fabrication do not damage or alter appearance of finish, and finish is adequately protected.
3. Fasteners: To appropriate British Standards and, unless specified otherwise, of same metal as component being fastened, with matching coating or finish.

#### **320 Steel long and flat products**

---

1. Hot rolled structural steels (excluding structural hollow sections and tubes): To BS EN 10025-1.
2. Fine grain steels, including special steels: To BS EN 10025-3 and -4.
3. Steels with improved atmospheric corrosion resistance: To BS EN 10025-5.

#### **330 Steel plate, sheet and strip**

---

1. Plates and wide flats, high yield strength steel: To BS EN 10025-6.

#### **340 Hot rolled steel plate, sheet and strip**

---

1. Flat products, high yield strength for cold forming: To BS EN 10149-1, -2 and -3.
2. Carbon steel sheet and strip for cold forming: To BS EN 10111.
3. Narrow strip, formable steel and steel for general engineering purposes: To BS 1449-1.8 and BS 1449-1.14.

#### **350 Cold rolled steel plate, sheet and strip**

---

1. Steel sections: To BS EN 10162.
2. Flat products, high yield strength micro-alloyed steels for cold forming: To BS EN 10268.
3. Carbon steel flat products for cold forming: To BS EN 10130 and BS EN 10131.
4. Uncoated carbon steel narrow strip for cold forming: To BS EN 10139 and BS EN 10140.
5. Narrow strip steel for general engineering purposes: To BS EN 10132-1, -2, and -3.
6. Carbon steel flat products for vitreous enamelling: To BS EN 10209.

#### **360 Coated steel flat products**

---

1. Hot dip zinc coated carbon steel sheet and strip for cold forming: To BS EN 10346 and BS EN 10143.
2. Hot dip zinc coated structural steel sheet and strip: To BS EN 10143 and BS EN 10346.
3. Hot dip zinc-aluminium (za) coated sheet and strip: To BS EN 10346.
4. Hot dip aluminium-zinc (az) coated sheet and strip: To BS EN 10346.
5. Organic coated flat products: To BS EN 10169.

#### **370 Steel structural hollow sections (SHS)**

---

1. Non alloy and fine grain steels, hot finished: To BS EN 10210-1 and -2.
2. Non-alloy and fine grain steels, cold formed welded: To BS EN 10219-2.
3. Weather resistant steels, hot finished: To BS 7668.

### 380 Other steel sections

---

1. Equal flange tees: To BS EN 10055.
2. Equal and unequal angles: To BS EN 10056-1 and -2.
3. Wire, carbon steel for general engineering purposes: To BS 1052.
4. Wire and wire products, general: To BS EN 10218-2.
5. Tubes
  - 5.1. Seamless circular: To BS EN 10297-1.
  - 5.2. Seamless cold drawn: To BS EN 10305-1.
  - 5.3. Welded and cold sized square and rectangular: To BS EN 10305-5.
  - 5.4. Welded circular: To BS EN 10296-1.
  - 5.5. Welded cold drawn: To BS EN 10305-2.
  - 5.6. Welded cold sized: To BS EN 10305-3.

### 400 Stainless steel products

---

1. Chemical composition and physical properties: To BS EN 10088-1.
2. Sheet, strip and plate: To BS EN 10088-2.
3. Semi-finished products bars, rods and sections: To BS EN 10088-3.
4. Wire: To BS EN 1088-3.
5. Tubes
  - 5.1. Welded circular: To BS EN 10296-2.
  - 5.2. Seamless circular: To BS EN 10297-2.

### 410 Aluminium alloy products

---

1. Designations
  - 1.1. Designation system, chemical composition and forms: To BS EN 573-1, -2, -3 and -5.
  - 1.2. Temper designations: To BS EN 515.
2. Sheet, strip and plate: To BS EN 485-1 to -4.
3. Cold drawn rods, bars and tubes: To BS EN 754-1 and -2.
4. Extruded rods, bars, tubes and profiles: To BS EN 755-1 and -2.
5. Drawn wire: To BS EN 1301-1, -2 and -3.
6. Rivet, bolt and screw stock: To BS 1473.
7. Structural sections: To BS 1161.

### 420 Copper alloy products

---

1. Sheet, strip, plate and circles for general purposes: To BS EN 1652.
2. Sheet and strip for building purposes: To BS EN 1172.
3. Rods: To BS EN 12163.
4. Profiles and rectangular bars: To BS EN 12167.
5. Wire: To BS EN 12166.
6. Tubes: To BS EN 12449.

## Fabrication

### 515 Fabrication generally

---

1. Contact between dissimilar metals in components: Avoid.
2. Finished components: Rigid and free from distortion, cracks, burrs and sharp arrises.
  - 2.1. Moving parts: Free moving without binding.
3. Corner junctions of identical sections: Mitre.

### 520 Cold formed work

---

1. Profiles: Accurate, with straight arrises.

### 525 Adhesive bonding

---

1. Preparation of surfaces of metals to receive adhesives
  - 1.1. Degrease.
  - 1.2. Abrade mechanically or chemically etch.
  - 1.3. Prime: To suit adhesive.
2. Adhesive bond: Form under pressure.

### 527 Welding

---

1. Description:
2. Welding procedures
  - 2.1. Method and standard:
  - 2.2. Welding Procedure Specification (WPS):
3. Preparation
  - 3.1. Joint preparation: Clean thoroughly.
  - 3.2. Surfaces of materials that will be self-finished and visible in the completed work: protect from weld splatter.
4. Jointing
  - 4.1. Joints: Fully bond parent and filler metal throughout with no inclusions, holes, porosity or cracks.
  - 4.2. Dissimilar metals:
  - 4.3. Strength requirements: Welds to achieve design loads.
  - 4.4. Heat straightening:
  - 4.5. Complex assemblies: Agree priority for welding members to minimize distortion caused by subsequent welds.
  - 4.6. Tack welds: Use only for temporary attachment.
  - 4.7. Jigs: Provide to support and restrain members during welding.
  - 4.8. Filler plates:
  - 4.9. Lap joints: Minimum 5 x metal thickness or 25 mm, whichever is greater.
  - 4.10. Weld terminations: Clean and sound.

### 530 Stainless steel fabrication

---

1. Guillotining or punching: Do not use for metal thicknesses greater than 10 mm.
2. Thermal cutting
  - 2.1. Carbonation in the heat affected zone: Remove, after cutting.

3. Bending
  - 3.1. Plates or bars: Cold bending radius not less than material thickness.
  - 3.2. Tubes: Cold bending radius not less than 2 x tube diameter.
4. Welding: In addition to general welding requirements:
  - 4.1. Protect adjacent surfaces from weld spatter.
  - 4.2. Pickle all welds before post fabrication treatments.
5. Protection: Provide protection to fabricated components during transit and on site.

### **555 Brazing**

---

1. Standard: To BS EN 14324.
2. Testing
  - 2.1. Destructive testing: To BS EN 12797.
  - 2.2. Nondestructive testing: To BS EN 12799.

### **610 Testing**

---

1. Description:
2. Testing standard:
3. Welding records and test results: Submit ..... copies.

### **Finishing**

#### **710 Finishing welded and brazed joints visible in complete work**

---

1. Standard: To BS EN ISO 8501-3.
  - 1.1. Preparation grade:
2. Butt joints: Smooth, and flush with adjacent surfaces.
3. Fillet joints: Neat.
4. Grinding: Grind smooth where indicated on drawings.

#### **745 Preparation for application of coatings**

---

1. General: Complete fabrication, and drill fixing holes before applying coatings.
2. Paint, grease, flux, rust, burrs and sharp arrises: Remove.

#### **750 Liquid organic coating for aluminium alloy components**

---

1. Standard: To BS 4842.

#### **760 Zinc and cadmium plating of iron and steel surfaces**

---

1. Zinc plating: To BS EN ISO 2081.
2. Cadmium plating: To BS EN ISO 2082.

#### **770 Chromium plating**

---

1. Standard: To BS EN ISO 1456.

#### **780 Galvanizing**

---

1. Standard: To BS EN ISO 1461.
2. Preparation

- 2.1. Vent and drain holes: Provide in accordance with BS EN ISO 14713-1 and -2. Seal after sections have been drained and cooled.
- 2.2. Components subjected to cold working stresses: Heat treat to relieve stresses before galvanizing.
- 2.3. Welding slag: Remove.
- 2.4. Component cleaning: To BS EN ISO 8501-3.
- 2.5. Grade:

### **790 Vitreous enamelling**

---

1. Standard: To BS EN ISO 28722.
2. Substrate metal: Steel to BS EN 10209.

### **Completion**

### **910 Documentation**

---

1. Submit
  - 1.1. Manufacturer's maintenance instructions.
  - 1.2. Guarantees, warranties, test certificates, record schedules and log books.

### **920 Completion**

---

1. Protection: Remove.
2. Cleaning and maintenance: Carry out in accordance with procedures detailed in fabricators' guarantees.

Ω End of Section

## Z20

### Fixings and adhesives

#### Products

##### 310 Fasteners generally

---

1. Materials: To have:
  - 1.1. Bimetallic corrosion resistance appropriate to items being fixed.
  - 1.2. Atmospheric corrosion resistance appropriate to fixing location.
2. Appearance: Submit samples on request.

##### 320 Packings

---

1. Materials: Noncompressible, corrosion proof.
2. Area of packings: Sufficient to transfer loads.

##### 330 Nailed timber fasteners

---

1. Nails
  - 1.1. Steel: To BS 1202-1 or BS EN 10230-1.
  - 1.2. Copper: To BS EN 1202-2.
  - 1.3. Aluminium: To BS 1202-3.

##### 340 Masonry fixings

---

1. Light duty: Plugs and screws.
2. Heavy duty: Expansion anchors or chemical anchors.

##### 350 Plugs

---

1. Type: Proprietary types to suit substrate, loads to be supported and conditions expected in use.

##### 360 Anchors

---

1. Types
  - 1.1. Expansion: For use in substrate strong enough to resist forces generated by expansion of anchor.
  - 1.2. Adhesive or chemical
    - 1.2.1. For use in substrate where expansion of anchor would fracture substrate.
    - 1.2.2. For use in irregular substrate where expansion anchors cannot transfer load on anchor.
  - 1.3. Cavity: For use where the anchor is retained by toggles of the plug locking onto the inside face of the cavity.

##### 370 Wood screws

---

1. Type
  - 1.1. Wood screws (traditional pattern).
    - 1.1.1. Standard: To BS 1210.
  - 1.2. Wood screws.
    - 1.2.1. Pattern: Parallel, fully threaded shank or twin thread types.
2. Washers and screw cups: Where required are to be of same material as screw.

### 380 Miscellaneous screws

---

1. Type: To suit the fixing requirement of the components and substrate.
  - 1.1. Pattern: Self-tapping, metallic drive screws, or power driven screws.
2. Washers and screw cups: Where required to be of same material as screw.

### 390 Adhesives

---

1. Standards
  - 1.1. Hot-setting phenolic and aminoplastic: To BS 1203.
  - 1.2. Thermosetting wood adhesives: To BS EN 12765.
  - 1.3. Thermoplastic adhesives: To BS EN 204.

### 410 Powder actuated fixing systems

---

1. Types of fastener, accessories and consumables: As recommended by tool manufacturer.

## Execution

### 610 Fixing generally

---

1. Integrity of supported components: Select types, sizes, quantities and spacings of fixings, fasteners and packings to retain supported components without distortion or loss of support.
2. Components, substrates, fixings and fasteners of dissimilar metals: Isolate with washers/ sleeves to avoid bimetallic corrosion.
3. Appearance: Fixings to be in straight lines at regular centres.

### 620 Fixing through finishes

---

1. Penetration of fasteners and plugs into substrate: To achieve a secure fixing.

### 630 Fixing packings

---

1. Function: To take up tolerances and prevent distortion of materials and components.
2. Limits: Do not use packings beyond thicknesses recommended by fixings and fasteners manufacturer.
3. Locations: Not within zones to be filled with sealant.

### 640 Fixing cramps

---

1. Cramp positions: Maximum 150 mm from each end of frame sections and at 600 mm maximum centres.
2. Fasteners: Fix cramps to frames with screws of same material as cramps.
3. Fixings in masonry work: Fully bed in mortar.

### 650 Nailed timber fixing

---

1. Penetration: Drive fully in without splitting or crushing timber.
2. Surfaces visible in completed work: Punch nail heads below wrot surfaces.
3. Nailed timber joints: Two nails per joint (minimum), opposed skew driven.

### 660 Screw fixing

---

1. Finished level of countersunk screw heads
  - 1.1. Exposed: Flush with timber surface.
  - 1.2. Concealed (holes filled or stopped): Sink minimum 2 mm below surface.

### 670 Pelleted countersunk screw fixing

---

1. Finished level of countersunk screw heads: Minimum 6 mm below timber surface.
2. Pellets: Cut from matching timber, match grain and glue in to full depth of hole.
3. Finished level of pellets: Flush with surface.

### 680 Plugged countersunk screw fixing

---

1. Finished level of countersunk screw heads: Minimum 6 mm below timber surface.
2. Plugs: Glue in to full depth of hole.
3. Finished level of plugs: Projecting above surface.

### 690 Using powder actuated fixing systems

---

1. Powder actuated fixing tools: To BS 4078-2 and Kitemark certified.
2. Operatives: Trained and certified as competent by tool manufacturer.

### 700 Applying adhesives

---

1. Surfaces: Clean. Adjust regularity and texture to suit bonding and gap filling characteristics of adhesive.
2. Support and clamping during setting: Provide as necessary. Do not mark surfaces of or distort components being fixed.
3. Finished adhesive joints: Fully bonded. Free of surplus adhesive.

Ω End of Section

## Z22 Sealants

### Products

#### 310 Joints

---

1. Description: At interfaces between new cladding and existing, doors, windows & curtain walling and between different cladding systems.
2. Primer, backing strip, bond breaker: Types recommended by sealant manufacturer.

### Execution

#### 610 Suitability of joints

---

1. Presealing checks
  - 1.1. Joint dimensions: Within limits specified for the sealant.
  - 1.2. Substrate quality: Surfaces regular, undamaged and stable.
2. Joints not fit to receive sealant:

#### 620 Preparing joints

---

1. Surfaces to which sealant must adhere
  - 1.1. Remove temporary coatings, tapes, loosely adhering material, dust, oil, grease, surface water and contaminants that may affect bond.
  - 1.2. Clean using materials and methods recommended by sealant manufacturer.
2. Vulnerable surfaces adjacent to joints: Mask to prevent staining or smearing with primer or sealant.
3. Backing strip and/ or bond breaker installation: Insert into joint to correct depth, without stretching or twisting, leaving no gaps.
4. Protection: Keep joints clean and protect from damage until sealant is applied.

#### 630 Applying sealants

---

1. Substrate: Dry (unless recommended otherwise) and unaffected by frost, ice or snow.
2. Environmental conditions: Do not dry or raise temperature of joints by heating.
3. Sealant application: Fill joints completely and neatly, ensuring firm adhesion to substrates.
4. Sealant profiles
  - 4.1. Butt and lap joints: Slightly concave.
  - 4.2. Fillet joints: Flat or slightly convex.
5. Protection: Protect finished joints from contamination or damage until sealant has cured.

Ω End of Section



Specification created using NBS Chorus

18-06-2021

### **Part 3 – Construction Methodology**

- The University of Plymouth Site Rules and Conditions must be adhered to by all individuals working at the on the University's Land including the Premises and the Licensee shall procure compliance with the same. All staff working on the project site MUST be briefed on these rules and conditions. Based on the management of a suitable and sufficient CDM health and safety plan there will be no requirement for contractors to sign in with the University as long as works are strictly within the confines of the agreed CDM site.
- Deliveries must be planned to minimise disruption, in particular to avoid peak Nursery collection and drop off times and in consideration of the University's 'pedestrian first' ethos.
- There is no allowance for parking on campus. Alternative arrangements MUST be made.
- All waste, materials, plant and equipment MUST be kept within the CDM site and its agreed footprint and hoarding.
- The use of University services and utilities is limited to the electrical supply to the construction compound only. The supply must be metered by the Licensee (at their cost) and the University will invoice the Licensee for the electricity used. Electricity will be charged at the rate that UoP are charged by its third party electricity supplier, with no additional mark up charged. If there any additional University services and/or utilities proposed to be utilised these will be subject to prior formal agreement from the University and will be subject to the same metering arrangements.
- Representatives of the University's Estates and Facilities team shall be invited to regular progress meetings and key milestone meetings
- The agreed working hours are as per the table in Part 4 below, any proposed works to undertaken outside of these times must first be submitted to and agreed by the University.

## Part 4 – Designated Hours

<b>Plymouth Francis Drake Cladding Works - Working Hours</b>								
<b>During Student Licence Period</b>	<b>mon</b>	<b>tue</b>	<b>wed</b>	<b>thu</b>	<b>fri</b>	<b>sat</b>	<b>sun</b>	
Compound Area Only	08.00am - 18:00pm	09.00am - 13.00pm	No Hours					
Scaffold and Building Elevations	08.30am - 17.30pm	09.00am - 13.00pm	No Hours					
<b>Outside Student Licence Period</b>	<b>mon</b>	<b>tue</b>	<b>wed</b>	<b>thu</b>	<b>fri</b>	<b>sat</b>	<b>sun</b>	
All areas	08.00am - 18:00pm	09.00am - 13.00pm	No Hours					
<p><b>During Intake and Examination Period</b> - working hours are as per "During Student Licence Period" however disruptive works are to be minimised during this time and mitigation steps taken by the contractor to prevent issues to the building occupants. The works are to be monitored during these examination and intake periods and the University and UPP can request disruptive activities to be stopped during this time.</p>								

University of Plymouth  
Drake Circus  
Plymouth  
PL4 8AA

For the attention of Tim Brooksbank

Date:

Dear Sirs

**Operation of student accommodation at Francis Drake Hall, James Square, Plymouth University (the Project)**

**1 Background and Definitions**

- 1.1 We refer to the Licence for Remediation Works (**Licence**) entered into in respect of the Project between UPP (Plymouth Three) Limited (**Project Co**) and the University on or about the date of this letter. Due to the inconvenience to Students which may be caused by the Remediation Works (as defined in the Licence), it is agreed between us that the University will apply a discount (**Discount**) of 10% to the Residence Fees payable by each Student in Francis Drake Hall under the terms of the Student Residence Agreement entered into with that Student in the forthcoming Residences Year commencing 11 September 2021 and ending upon 2 July 2022 (the **Relevant Period**). We have agreed to compensate you for the Residence Fees forecast to be lost to the University in the Relevant Period as a result of the application of the Discount as such amount is set out in paragraph 2.1 of this letter.
- 1.2 Unless otherwise stated, capitalised terms in this letter have the meaning given to them in the residential underlease between the University of Plymouth and UPP James Square Plymouth Limited dated 20 October 2008 and subsequently assigned by UPP James Square Plymouth Limited to Project Co (**Underlease**).

**2 Compensation Payment**

- 2.1 It is agreed between us that the maximum aggregate value of the Residence Fees that may be lost to the University as a result of the application of the Discount for the Relevant Period is £214,000.
- 2.2 In consideration of the University paying the full amount of the Rent due to Project Co pursuant to the Underlease in respect of the Relevant Period (as if no Discount had been applied to the Residence Fees) we will pay to you:
- (a) the amount of £214,000 in the following three equal instalments:



- (i) the first instalment of £71,334 to be paid on or prior to 31st October 2021;
  - (ii) the second instalment of £71,333 to be paid on or prior to 11 February 2022; and
  - (iii) the third instalment of £71,333 to be paid on or prior to 28 May 2022; and
- (b) any income which the University is able to evidence to our reasonable satisfaction has been lost to the *Drakes Kitchen* café as a direct result of the carrying out of the Remediation Works up to a cap of £5,000 per month from 13 September 2021 until the Intended Completion Date (as such term is defined in the Licence), such amount to be paid within 20 working days of the University's written demand.

### **3 No Enforcement against Project Co**

- 3.1 The obligation to make the payment(s) in this letter are owed to the University by UPP Group Holdings Limited solely and do not create any right of recourse to or right of set-off against Project Co.
- 3.2 The parties acknowledge and agree that, other than in relation to the matters detailed in this letter, any further claims, losses, disputes, expenses or costs relating to the Licence or the remediation works referred to in the Licence, shall be determined by the University and Project Co under the terms of the Licence.
- 3.3 Nothing in this letter shall amend or vary the terms of the Underlease.

### **4 VAT**

All amounts payable (or which may be paid in the future) under the terms of this letter are inclusive of VAT (if any).

### **5 Confidentiality**

- 5.1 The parties undertake that each will keep the contents of this letter and the negotiations between them and all information or documents produced in connection with this letter, confidential and shall not disclose them or refer to them to any third party other than to their professional advisors.
- 5.2 Notwithstanding paragraph 5.1, the terms of this letter will be disclosed to the Project Co who is entitled to the benefit of paragraph 3.

### **6 Third Party Rights**

Project Co shall be entitled to the benefit of the University's agreement to pay the Rent on the basis set out in paragraph 2.2 and may enforce paragraph 2.2 against the University accordingly. Save as set out in the foregoing provisions of this paragraph 6, nothing in this letter is intended to confer on any person any right to enforce any terms of this letter which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

### **7 Costs**

Each party shall bear its own costs and expenses in relation to the negotiation, preparation, execution and implementation of this letter.

## **8 Law and Jurisdiction**

This letter shall be governed by and construed in all respects in accordance with the law of England and Wales. Subject to any express provision to the contrary, the parties subject to the exclusive jurisdiction of the courts of England and Wales as regards any claim or matter arising in relation to this letter.

We would be grateful if you could countersign this letter in acknowledgement of its terms.

Yours faithfully

for and on behalf of

**UPP Group Holdings Limited**

We acknowledge and agree to the terms of this letter.

for and on behalf of

**University of Plymouth**



The St. Botolph Building, 138 Houndsditch,  
London, EC3A 7AW

Direct tel 02030406673  
Office 0203 040 6600

[Steve.cresswell@marshcommercial.co.uk](mailto:Steve.cresswell@marshcommercial.co.uk)  
[www.marshcommercial.co.uk](http://www.marshcommercial.co.uk)

Neil Buchanan  
UPP Group Holdings Limited  
12 Arthur Street  
London  
EC4R 9AQ

Our Ref: 10843800

14th December 2021

Dear Mr Buchanan,

**UPP Plymouth (Three) Limited – contract works**

We have received confirmation from your Insurer that cover remains unaltered whilst the remedial works to replace the panels are carried out and students remain in occupation. Please find appended the endorsement slip relating to the additional cover for the remedial works and confirmation of the named insured.

Yours sincerely

**Angela Norcott**  
**Account Manager**

**CONTRACT ENDORSEMENT**

**Unique Market Reference:** Zurich Policy Reference: PFI-22B250-0013  
**Type:** Commercial Combined  
**Insured:**  
**Period:** From 12/07/2021  
To 01/07/2022  
both days inclusive Local Standard Time at the  
address of the Insured stated above

**Endorsement Reference:** 007

**CONTRACT CHANGES**

This contract is amended as follows:

<b>ENDORSEMENT EFFECTIVE DATE:</b>	Practical Completion on or about 01 July 2022
<b>INTEREST:</b>	<p>It is noted and agreed cover in respect of contract works as follows:</p> <p>Location: Francis Drake Hall, University of Plymouth, Drake Circus, Plymouth, PL4 8AA</p> <p>Project Name: Plymouth remedial works</p> <p>Insured Parties: UPP (Plymouth Three) Limited University of Plymouth US Bank Trustees Limited</p> <p>Main Contractor: Kier Construction Limited</p> <p>Information: Estimated contract Value £4,517,777</p>
<b>PREMIUM:</b>	Additional premium due in respect of these changes is GBP 0

Slip Leader

<b>TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURERS:</b>	12% UK Insurance Premium Tax.
---	-------------------------------

All other terms and conditions remain unchanged.

**Note:** Where more than one Insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those Insurers.

Slip Leader

**CONTRACT ENDORSEMENT**

**Unique Market Reference:** Zurich Policy Reference: PFI-22B250-0013  
**Type:** Commercial Combined  
**Insured:**  
**Period:** From 12/07/2021  
 To 01/07/2022  
 both days inclusive Local Standard Time at the address of the Insured stated above  
**Endorsement Reference:** 007

**CONTRACT ADMINISTRATION AND ADVISORY SECTION**

<b>SETTLEMENT DUE DATE:</b>	
	<p>In the absence of an Insurer specified Settlement Due Date, the Settlement Due Date will be calculated by applying the terms of trade for the original premium to whichever is the later of either:</p> <ol style="list-style-type: none"> <li>1. the latest effective date of the subject matter of the contract endorsement; or</li> <li>2. the date on which the final Insurer agreement is obtained.</li> </ol>

**AGREEMENT**

<b>GENERAL UNDERWRITERS AGREEMENT (GUA)</b>		
Each Underwriter's proportion is several not joint		
Slip Leader Only	Slip Leader And Agreement Parties	All Underwriters

Slip Leader


**INFORMATION**



Slip Leader

22B250

JC

02/11/21

1255246500/78222504