

QUOTATION



Your Ref

Our Ref: 11872A

Attention of: Howard Clarke

BLAENAU GWENT CBC

Severn Insulation Co Limited
Somerton House
South Point, Clos Marion
Cardiff CF10 4LQ, UK.
Tel: 44 (0)29 2047 1040
Fax: 44 (0)29 2047 1044
Email: sales@severninsulation.co.uk
www.severninsulation.co.uk

01 February 2010

Dear Sirs

RE: BRYNMAWR MARKET HALL – CINEMA.

We thank you for your above referenced enquiry and take pleasure in submitting our quotation. We trust we have interpreted your enquiry correctly, however should you have any queries please do not hesitate to contact **MR DALE WATERS** at the address above.

SCOPE

To remove and dispose of asbestos insulation board debris from loft space as best as reasonable practicable.

The loft space has restricted access throughout and the removal of the asbestos can only be carried out under semi-controlled conditions. I.e. Mist spaying and vacuum clean.

The MMMF loft insulation and nesting materials will be removed and dispose of as hazardous waste.

Reassurance test on completion of work by a UKAS accredited analyst.

SPECIFICATION

Work will be carried out under semi-controlled conditions.

PRICE

Our Total Lump Sum for the Scope of Work is: **£5,775.00 + VAT**

Working Hours.

Except as may be expressly stated to the contrary elsewhere in this quotation the whole of the Works shall be carried out during normal working hours and in accordance with the Working Rules of the relevant Industry Body, without interruption or delays and no overtime shall be worked. The Customer must give written notice if it requires any part of the Works to be performed outside normal working hours and all costs incurred by the Company as result of any non-productive time so arising shall be reimbursed by the Customer.

NOTIFICATION OF FACTORY INSPECTORATE

The local Factory Inspectors require a statutory 14 days notice before the removal of asbestos can commence.

SCAFFOLDING

- We have included for access by Youngman boards, but access may be limited over the suspended ceilings.
- No allowance has been included for supply and erections of any access scaffolding or crash decks below the ceiling.

WORKING WEEK

Our quotation is based on a 5 day working week (Monday - Friday) of 38 hours. It is assumed that continuity of work will be made available to employ our operatives in the most economic and efficient manner.

PAYMENT

Notwithstanding the provisions of payment clauses of the terms and conditions of this quotation, the Company reserves the right to obtain evidence of a customers credit-worthiness after which time credit facilities will be extended only at the Company's discretion.

In the event of the company extending a credit facility, invoices for works progressed and materials purchased by the company, shall be submitted at monthly intervals against which payment shall be made by the client, free from retention and received by the company within 28 days of invoice.

MANAGEMENT/SITE ESTABLISHMENT/MATERIAL HANDLING

We have allowed for this in our quotation unless otherwise stated for contract period. Above this reimbursement will be required.

RATES OF PAY

Our quotation is based on TICA rates of pay.

HEALTH AND SAFETY

Our quotation is based on known HSE guidelines/regulations at time of quotation, and any relevant site regulations. Full COSHH Statements and Health and Safety Statement will be made available if required.

A copy of our Company Health and Safety Policy document is available at our offices for your inspection.

SITE SERVICES

All power/water and suitable connections for our plant are to be provided to us free of charge. Connection of such to be provided by yourselves into our plant.

GOVERNMENT IMPOSITION & TAXES

Our quotation takes into account existing legislation at date of quotation. VAT is not included.

CONDITIONS OF CONTRACT

This quotation is made in conjunction with our terms and conditions attached.

HOT WORKING

We assume all hot plant will be decommissioned during our working period.

QUANTITIES

Only the items specified within our scope of work have been included in our quotation.

Assuring you of our best attention at all times.

Yours faithfully,
For SEVERN INSULATION COMPANY LIMITED

A handwritten signature in blue ink, appearing to read 'Dale Waters', followed by a horizontal line.

Dale Waters

CONDITIONS OF CONTRACT

NOW IT IS HEREBY AGREED that the placing of an order or other formal acceptance of this quotation by the Customer shall constitute a contract between the Customer and the Company upon the terms and conditions hereinafter written. In the event that the Company commences the Works on a verbal request from the Customer without a formal order or written acceptance, then such commencement constitutes the formal acceptance of this quotation by the Customer and a contract arises on the terms and conditions hereinafter written. These terms and conditions shall supersede any and all such prior terms, representations and/or agreements whether written, verbal or otherwise.

1. Definitions. All words and expressions shall have the following meanings except where the context otherwise requires:
"Company" means Severn Insulation Co. Limited or its duly authorised servants.
"Customer" means the party to whom this quotation is addressed or intended and who has invited the Company to quote for the Works.
"Industry Body" means the relevant industry body under who's Working Rules the Company's workers performing the Works are employed.
"Price" means the amount stated in this quotation for which the Company has offered to carry out the Works.
"Site" means the land or other places to be defined and provided by the Customer on under in or through which the Works are to be executed.
"Working Rules" means the agreements for wages and conditions published periodically by the Industry Bodies.
"Works" means the subject matters strictly as stated in this quotation and which for the purposes of the Housing Grants Construction and Regeneration Act 1996 is expressly agreed between the Customer and the Company to be construction operations.

Validity. This quotation is valid for formal acceptance by the Customer for a period of 28 days from the date hereof, unless expressly agreed to the contrary in writing by the Company before the end of this period. Thereafter this quotation shall become null and void and the Company shall not be under any obligation towards the Customer in respect of this quotation.

Commencement. Providing the Company has not previously commenced the Works the Customer shall by written notice specify the date on which the Works are to commence ("the Commencement Date") within 28 days of the date of formal acceptance of this quotation. The Commencement Date shall be not later than 28 days after the date of such notice. Failure by the Customer to comply with the provisions of this clause shall be grounds for the Company to determine the contract in accordance with clause 21.

Time for Completion. Unless expressly provided for elsewhere in this quotation, the Customer shall by written notice prior to the Commencement Date, specify the date by which, or the period within which, the Works are to be completed. In the absence of any such notice the Company shall complete the Works within a reasonable period. If it becomes apparent that Works will not be completed by the date or period so specified for reasons beyond the control of the Company, the date or period shall be extended as may be reasonable.

Programme. A complete programme of site work must wherever possible be agreed before the Commencement Date. If the parties fail to agree a complete programme of site work the Company shall perform the Works in the sequence and manner in which it thinks fit. Except where caused directly due to the omission or default of the Company, any costs incurred by the Company as a result of any change or variation in an agreed programme of site work, or where there is no agreed programme of site work where the Customer imposes any restrictions on the sequence and manner in which the Company has to perform the Works, such costs shall be reimbursed by the Customer.

Access and Progress. On the Commencement Date the Customer shall afford the Company free unimpeded access to the Site which shall be maintained throughout the course of the Works. The Customer shall neither hinder nor prevent the Company from performing his obligations to carry out the Works in accordance with this Contract nor from executing the Works in a regular, orderly and diligent manner and in accordance with any agreed programme. Any costs incurred by the Company which would not have been incurred but for access to the Site being impeded or the performance of the Works being disrupted as stated shall be reimbursed by the Customer.

Site Conditions. The Company shall bear no responsibility whatsoever for the adequacy or suitability of the existing Site conditions. The Customer warrants that the Site is fit for the purpose of carrying out the Works and will be maintained in such a condition for the duration of the Works. Any costs incurred by the Company that would not have been incurred but for the Site not being provided and maintained as stated shall be reimbursed by the Customer.

Prices. This quotation is based upon the wage rates, emoluments and other expenses payable by the Company to or in respect of workers in accordance with the Working Rules of the relevant Industry Body; and contributions, taxes and levies payable by the Company as an employer which are current at the date of this quotation. The Customer shall reimburse the Company as a result of any increases in the aforementioned items occurring after the date of this quotation during the course of the Works. Prices for materials shall also be subject to fluctuations in accordance with the relevant indices published periodically by the National Economic Development Office ("NEDO") Formula for Building Works.

Working Hours. Except as may be expressly stated to the contrary elsewhere in this quotation the whole of the Works shall be carried out during normal working hours and in accordance with the Working Rules of the relevant Industry Body, without interruption or delays and no overtime shall be worked. The Customer must give written notice if it requires any part of the Works to be performed outside normal working hours and all costs incurred by the Company as result of any non-productive time so arising shall be reimbursed by the Customer.

Variations. The Customer may by giving written notice to the Company order an addition to or omission from or other change in the Works by way of a variation, provided always that the Customer shall obtain an estimate of the value of the variation from the Company and confirm acceptance thereof in writing before requiring any variation to be put in hand. Where it is not possible to agree the value of a variation the Company may nevertheless carry out the variation which shall then be valued at rates and prices as are fair and reasonable having regard for rates or prices contained in the quotation. All such valuations shall include any direct loss and/or expense incurred by the Company due to the regular progress of the Works being affected by compliance with the variation. The value of all variations ascertained or agreed shall be included in invoices or applications for payment by the Customer.

Payment. The Company shall make claims for payment in an appropriate format to the Customer monthly on progress of work completed, with the first of such claims being made at the end of the month in which the work commenced and thereafter at the end of each proceeding month ("the Relevant Period"). Amounts contained in any such claim shall become due for payment on the making of the claim by the Company following the Relevant Period ("the Due Date"). The final date for the Customer to make payment in respect of any claim that is due shall be 28 days after the Due Date ("the Final Date for Payment"). Not later than 5 days after the Due Date the Customer shall give written notice to the Company which shall in respect of the amount due specify the amount of the payment to be made, to what the amount of the payment relates and the basis on which that amount is calculated. Not later than 7 days before the Final Date for Payment of the amount due the Customer may give written notice to the Company which shall specify any amount proposed to be withheld and/or deducted from the amount due, the ground or grounds for such withholding and/or deduction and the amount of withholding and/or deduction attributable to each ground.

Value Added Tax. Prices and rates quoted herein are exclusive of VAT which will be charged in addition at the applicable rate in accordance with current legislation.

Interest. Simple interest shall be applied to any monies due that remain unpaid after the Final Date for Payment at the rate of 8% above the base rate of the National Westminster Bank current on the Final Date for Payment.

Suspension. Where an amount due is not paid by the Final Date for Payment and no effective notice to withhold has been given by the Customer, then without prejudice to any other right or remedy, the Company may suspend performance of its obligations under the contract provided always that 7 days written notice to suspend has been given by the Company stating the ground or grounds on which it is intended to suspend performance. The right to suspend performance ceases when the amount due is paid in full by the Customer and the Company shall then recommence its obligations under the contract within 7 days thereafter. The period of any such suspension and recommencement shall be disregarded for the purposes of any contractual time limit and where such limit is set by reference to a date rather than a period, the date shall be adjusted accordingly. Any costs incurred by the Company that would not have been incurred but for such suspension shall be reimbursed by the Customer.

Design Responsibility. Any drawings or information of a design nature provided by the Company shall be treated as an outline and indicative nature only and will be subject to verification by the Customer. Except where a design liability is specifically accepted in writing by the Company or it has received a fee specific to this service

within the Price, the Company shall not be under any liability for defects arising out of a faulty design drawing or specification submitted or accepted.

Vesting. The risk in materials for incorporation into the works shall pass to the Customer at the point of delivery. Notwithstanding the passing of risk, the property in materials shall remain in the Company until the Customer has paid in full an invoice or application for payment that includes amounts in respect of such materials. The risk in any plant brought to site shall pass to the Customer. Notwithstanding the passing of risk, the property in any plant shall remain with the Company for the duration of the Works.

Warranty. The Company will make good defects arising solely from poor workmanship of the Company's workers and disclosed within 12 months from completion of the Works provided written notice is given by the Customer immediately after any such defect is disclosed and no repair or replacement is made or attempted otherwise than by the Company. The Company will not accept any set off or abatement in respect of defects or the remedying thereof by others unless the Customer has given written notice strictly in accordance with this clause and the Company has been given the opportunity to remedy any defects in the first instance. The Company offers no warranty whatsoever in respect of materials incorporated into the Works save for any warranty or guarantee given by the manufacturer.

Quality. Nothing in these conditions is intended to confer or imply that the quality (merchantable or otherwise) or fitness of materials or workmanship will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or condition may be known or made known to the Company.

Indemnity. The Customer shall save harmless and indemnify the Company against all claims, proceedings, costs, loss, expense or damage howsoever arising (whether direct or consequential) and from any source whatsoever in connection with the Works, except where such are due to the negligence of the Company or where the Company is in breach of its obligations hereunder.

Limit of Liability. The Company shall not be responsible for loss of profits, loss of production or other indirect or consequential loss nor for damage or injury to any property whether of the Customer or of any third party caused by or arising from the Works whether or not occasioned by reason of the negligence of the Company or by a breach its obligations hereunder. In any event the Customer's remedies for any breach of the Company's obligations hereunder or otherwise for any act omission or statement of the Company in connection with or in relation to the Works shall (except with regard to liability for death or personal injury caused by negligence) be limited to the Price.

Force Majeure. The Company shall not be responsible for any loss, damage or delay caused whether directly or indirectly by strikes (either official or unofficial), war, invasions, riots, civil commotion, military or usurped power, any act of parliament, or by reason of weather conditions, delays in deliveries of materials in short supply, unsuitable access to the site, exceptional shortage of available labour, or any other cause or circumstances whatsoever beyond the control of the Company and the Company further shall be under no liability for any consequential damage which the Customer may suffer by reason of any such delays aforesaid.

Cancellation. If the Customer commits a breach of his obligations hereunder or becomes insolvent in accordance with Section 113 of the Housing Grants, Construction and Regeneration Act 1996, or if the Customer makes or there is proposed a voluntary arrangement for the composition of debts or a scheme of arrangement with his creditors, then in any such event and without prejudice to any other right or remedy, the Company may by written notice forthwith determine this contract. In such circumstances it shall be lawful for the Company to retake possession of any of its materials (not incorporated into the works) and plant and for that purpose may enter into or upon any premises where the same may be found. Any determination in accordance with this condition shall not affect the right of the Company to recover any monies due to it under the contract in damages for breach thereof.

Health and Safety. The Customer shall observe and comply at all times and in all respects with the provisions of the Health & Safety at Work etc Act 1974, the Construction (Design and Management) Regulations 1994, the Construction (Health Safety & Welfare) Regulations 1996, the Management of Health and Safety at Work Regulation 1999 and all other Statutory Acts relating to Health and Safety, and any legislation repealing, replacing or re-enacting such Act(s) and any regulations made thereunder affecting the safe conduct of the Works.

Welfare. Unless expressly stated otherwise the Customer shall provide and maintain site welfare facilities including but not limited to mess rooms, canteen, toilet and washing and drying facilities for the use of Company's workers engaged in performing the Works.

Services. The Customer shall provide and maintain suitable supplies of water, light, power and heating as necessary and provide readily accessible connection points to such services so as to allow the Company to perform the Works. The Customer shall bear all such costs and charges in connection with the services for the duration of the Works.

Storage. The Customer shall provide the Company with safe, dry storage space adjacent to the Works. Unloading facilities shall be provided by the Customer if at the time the Company's workers are not available.

Third Parties. For the purpose of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend to confer and nothing shall be construed as conferring on a third party, a benefit or a right to enforce a term of this contract.

Disputes. Any dispute or difference between the Company and Customer arising out of this contract is expressly agreed by the parties to be referred to adjudication in accordance with the Technology and Construction Solicitors Association Adjudication Rules which are incorporated herein by reference. The decision of the Adjudicator shall be binding on the parties until the dispute or difference is finally determined by a court.

Law. This contract is subject to English law and the jurisdiction of the English courts.

Measurement. All insulation work will be measured on completion, the measurement being taken on the centre line through all tees, reducers, bends and branches up to the weld line of flanges and valves. The length obtained will be charged at the appropriate unit rate. Bends and fittings are to be counted separately and charged at the appropriate unit rate. Bends are assumed to be 1½ D radius. All other plant items will be measured in accordance with the standard TICA method of measurement.

Hire Period. The hire period for scaffolding shall commence on and include the first delivery of materials and shall continue until written confirmation of your instructions to finally dismantle is received. Where site conditions or any other factors beyond the control of the Company, prevent the Company from removing any of its equipment from site additional hire will be payable for the period during which the equipment remains on site.

Existing Surfaces. Unless expressly stated otherwise, the Price does not include the stripping or removal of old materials or cleaning and/or removal of rust, dirt, grease, frost and other substances from surfaces or the coating of the same with preservative materials, nor does it include drilling or tapping structural steel work or supplying, fitting, drilling or welding of steel lugs, etc. The Company accepts no responsibility for the compatibility of any material to be applied with the substrate.

Scaffolding not Included. Unless expressly stated otherwise, the Price for insulation and painting work does not include scaffolding or any form of access provision.