

QUOTATION



Reference: 00005803
Prepared For: Mannan Iqbal
Unite Designs
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Date: 23-Jun-23 11:26 | Quote Valid for 90 Days

Site Address: 83 Yorkshire StRochdale OL16 1DB

Project Title: BS8233 Noise Survey

Planning Application: Pre-Application | Noise Survey to Assess the Proposed Site for Residential Development

We are please to provide the following scope of work in support of your project:

Service	Quantity
Ambient Noise Survey We will carry out a schedule of environmental noise monitoring in order to assess the current noise profile at the proposed site. The survey will be undertaken over a minimum of a 24 hour period during a period representative of the local sound environment at a maximum of 2 No. fixed monitoring locations. The environmental noise survey procedure will be carried out in compliance with: BS7445:2003 - Description and measurement of Environmental Noise, Part 1 – Guide to quantities and procedures & Part 2 – Guide to the acquisition of data pertinent to land use. The acoustic descriptors LAeq, LMax, LA10, LA90 and LZeq 1/1 octave (63Hz – 8kHz) would be measured, all acquired data will be used to render a representative snapshot of the local ambient sound level.	1.00
BS8233 Noise Break In Assessment & Sound Insulation Scheme The data gathered during the environmental noise survey will allow a noise break in assessment to be conducted. A detailed facade sound insulation scheme will be provided based on the internal and external noise criteria of BS 8233:2014 'Sound Insulation and Noise Reduction for Buildings - Code of Practice' and the World Health Organisation – Guidelines for Community Noise 1999. This will include a glazing and ventilation specification, as well as advice on optimised layout and orientation of dwellings, location of acoustic barriers and screening and as well as internal dwelling orientation. This will be conducted to ensure the requirements of the National Planning Policy Framework (2019) can be met. A technical report will be provided which will summarise the results of the environmental survey, noise break in assessment and facade sound insulation scheme.	1.00
BS8233 Noise Breakthrough Assessment & Mitigation We will conduct an assessment of the adjoining wall or floor between the commercial and adjoining residential dwelling, including; - Predict and calculate the expected airborne sound reduction of the existing and proposed adjoining wall or floor construction. - Provide an assessment of the expected level of sound transference through the adjoining wall or floor based on predicted noise levels of the adjacent commercial activity. - Assess the suitability of the level of sound transference in accordance with the internal noise criteria of BS 8233:2014 'Sound Insulation and Noise Reduction for Buildings - Code of Practice'	1.00

- Advise on solutions where proposals do not achieve the required criterion or may be deemed to be excessive with value engineering as standard.
- Provide a Technical Report outlining the above.

Professional Fees

£1,850.00 + VAT (Chargeable at 20%)

Key Conditions

- a) The quoted fees include one (1 No.) revision of the report. Additional fees may be applied based on our hourly rates, should further amendments be required.
- b) The quoted fees are limited to the above scope of work. Should any further work be required beyond the quoted scope, additional fees may be applied based on our hourly rates.
- c) This is limited to NOVA Acoustics Ltd review of the current proposals and providing a follow up report. Any alterations to the proposals may require further assessment and additional fees will apply.
- d) The quotation provided is subject to the attached Terms and Conditions.
- e) Late cancellation fees apply where less than 3 working days' notice is given.

About Us

NOVA Acoustics Ltd are industry-leading, independent acoustic consultants. We have a long-established reputation as a quality and reliable provider of acoustic consultancy and sound testing services to clients nationwide. Our aim is to offer a bespoke, friendly and professional acoustic consultancy services to our clients in both the private and public sectors. We take pride in building lasting working partnerships with our clients and our acoustic consultants will always look for tailored solutions that are customer focused, practical and cost effective.

Our Services Include:

- UKAS Accredited Sound Testing for Part E
- Residential Noise Surveys for Planning Permission
- Part E Acoustic Design
- BREEAM Surveys & Design
- Noise Impact Assessments
- Noise & Vibration Assessments
- Environmental Noise Surveys
- BB93 School Acoustic Design
- Occupational Noise Risk Assessments
- Workplace Hearing Tests
- Soundproofing Product Supply

Our Values



Driven



Responsive



Effective

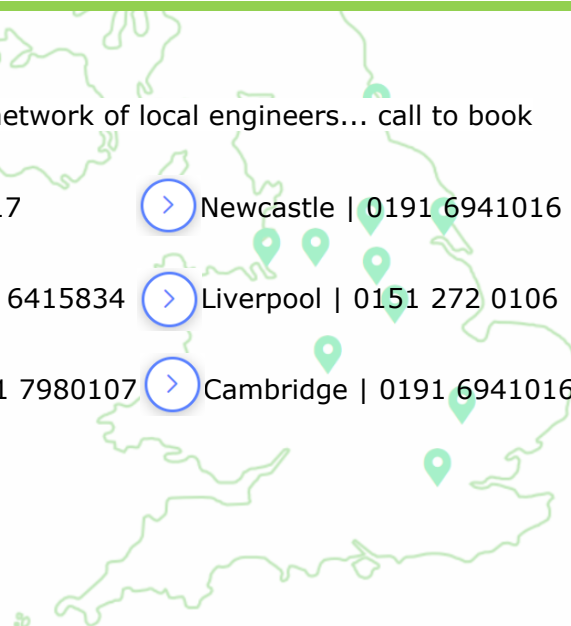
Your Independent Specialists for Sound Testing and Acoustic Consultancy; We are Acoustic Consultants Committed to a Client Focused, Transparent and Technically Robust Approach to Your Project.



Service Areas

We provide our services nationwide through our in-house network of local engineers... call to book now!

- > Leeds | 0113 3227977
- > Hull | 01482 765017
- > Newcastle | 0191 6941016
- > London | 0203 375 6160
- > Manchester | 0161 6415834
- > Liverpool | 0151 272 0106
- > Nottingham | 0115 7950105
- > Birmingham | 0121 7980107
- > Cambridge | 0191 6941016



STANDARD CONDITIONS OF CONTRACT

All NOVA Acoustics Ltd projects are carried out to the terms and conditions set out below unless alternative terms are agreed in writing prior to instruction

DEFINITIONS

In these conditions:-

1. "The Client" means the addressee of the Proposal.
2. "The Consultant" means NOVA Acoustics Ltd or any person sub-contracted by them to carry out work in connection with the project.
3. "The Project" means the consulting work, the title, nature and scope of which are set out in the proposal.
4. "The Proposal" shall mean the technical proposal and any supporting documents referred to thereon together with The Consultant's estimate set out therein. Unless otherwise agreed in writing, "The Proposal" is valid for acceptance by the Client for a period 30 days from the date hereof and no longer. The Consultant's price is chargeable in accordance with Clause 4 below.
5. "The Contract" means the Agreement formed between The Consultant and the Client.
6. "Booking Confirmation" means the agreement emailed to the client to confirm the project details.
7. A "business day" means any day other than a Saturday, Sunday or bank holiday.
8. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
9. Words imparting the singular number shall include the plural and vice-versa

GENERAL

1. These Terms and Conditions shall apply to the provision of the services detailed within the quotation and/or scope of work issued by NOVA Acoustics Ltd a company registered in England & Wales under number 08884665 whose registered office is at 2 Woodside Mews, Clayton Wood Close, Leeds, Yorkshire, LS16 6QE to the person(s), firm or corporate body ("Client") that instructs NOVA Acoustics Ltd to proceed with the works.
2. If the quotation provided by NOVA Acoustics Ltd for the carrying out of the Consultancy or Testing Services is accepted by the Client, then such acceptance shall be deemed to include the full acceptance of these Terms and Conditions.
3. No other conditions or terms shall be incorporated in The Contract. An acceptance by The Consultant of an order of The Client shall be exclusively upon these Terms.

QUOTATION, CONTRACT AND VARIATION

1. NOVA Acoustics Ltd proposes to enter into a contract for the provision of the Acoustic Consultancy and/or Testing Services detailed within the quotation subject to NOVA Acoustics Ltd subsequently accepting the order.
2. NOVA Acoustics Ltd reserves the right to decline an order without providing a reason.
3. The quotation is valid for a period of 30 days only from the date of issue unless specifically withdrawn by NOVA Acoustics Ltd at an earlier time.
4. NOVA Acoustics Ltd reserves the right to amend all quotations to account for cost fluctuations including but not limited to staff salaries, external accreditation fees, certification fees and travel expenses.
5. NOVA Acoustics Ltd or the Client may cancel the order for any reason prior to the Client's acceptance (or rejection) of this quotation.

CLIENT'S PROPERTY

The Consultant shall not be liable for any loss, destruction of, theft of or damage to items or property owned, leased or loaned by The Client and supplied to The Consultant in connection with The Project, except to the extent that the same can be shown to be due to negligent acts or omissions of The Consultant or anyone employed by them.

CONSULTANCY AND TESTING SERVICES

1. Upon receiving the Client's acceptance of the quotation and in consideration of the Fees being paid in accordance with these Terms and Conditions, NOVA Acoustics Ltd shall provide the Consultancy and/or Testing Services detailed within the quotation and/or proposal to the Client.
2. Prior to commencement of any Consultancy and/or Testing Services undertaken by NOVA Acoustics Ltd a "Booking Confirmation" is sent to the client outlining the agreed work to be carried out, the fee incurred and terms and conditions associated with the work.
3. All works associated with completing the Consultancy and/or Testing Services shall be undertaken by, or overseen and approved by persons accredited by relevant bodies to undertake the scheduled works (or by persons with suitable experience where no formal accreditation scheme exists for a particular Test Service type). Evidence of individual accreditations or qualifications will be provided upon request.
4. Test equipment used by NOVA Acoustics Ltd shall be tested and calibrated regularly in accordance with the terms of our accreditation scheme in order to ensure compliance.
5. By prior agreement, all tests may be witnessed by the Client or their appointed representative.
6. Unless otherwise stated, a normal working day for NOVA Acoustics Ltd Technicians is 08:00 – 17:00, Monday – Friday. If the on-site duration extends beyond standard working hours through no fault of NOVA Acoustics Ltd, then any additional quoted hourly rates shall also attract the quoted Out of Hours Surcharge.
7. The Client shall accept NOVA Acoustics Ltd professional judgement and decisions in ensuring the tests are conducted and reported correctly. The Client will not try to influence NOVA Acoustics Ltd.

CLIENT OBLIGATION

General Client Obligations for ALL Consultancy and/or Testing Services

1. All information provided by the Client shall be accurate and in no way, whether by action or omission be misleading.
2. The Client shall provide NOVA Acoustics Ltd with a full set of drawings for the premises to be tested including floorplans, elevations and sections at least 7 working days prior to the agreed test date.
3. The Client shall ensure that the owners / occupiers of the premises have sufficient insurance to cover all liabilities arising from:
 1. Injury to NOVA Acoustics Ltd staff whilst onsite.
 2. Accidental damage to NOVA Acoustics Ltd equipment / property whilst onsite.
 3. Damage or injury to third parties whilst onsite.
4. The Client shall be responsible for obtaining the necessary permission or permits for NOVA Acoustics Ltd employees to have access to all relevant parts of the premises in order to complete all necessary testing and inspections.
5. The Client shall ensure that the Site Manager is fully aware of the scheduled Consultancy and/or Testing Services and shall brief all other relevant site personnel and contractors of the scheduled test, including the limitations that will prevail on their entering or exiting the premises. If NOVA Acoustics Ltd are delayed in completing the Consultancy and/or Testing Services beyond the specified time detailed within the quotation or emailed booking confirmation as a result of other site activities then the additional quoted hourly rates shall apply. These may also attract the Out of Hours Surcharge of +25% on any invoiced amount.
6. The Client shall ensure that there are at least 2 x 240V uninterrupted mains power sockets available for use by NOVA Acoustics Ltd within 20 meters of the test location.
7. NOVA Acoustics Ltd will require a parking space for a small van type vehicle within a reasonable distance to the test area. Where site parking is unavailable any parking charges including fines shall be chargeable to the Client.
8. The client shall ensure the site is fully prepared in accordance with the Site Readiness Check sheet provided with the booking confirmation email. If a site is not prepared for testing, NOVA Acoustics Ltd may elect to undertake some of the preparatory works at safe working heights only. This may result in additional costs owing to the extra time required on site. In all such circumstances, NOVA Acoustics Ltd reserve the right to deem the premises as being unready for a test and to charge the full quoted fee.

Testing for Building Regulations Part E

1. Unless instructed in writing by the Client, NOVA Acoustics Ltd will specify the quantity of partition walls and floors to be testing in accordance with the latest version of the building regulations.
2. The client shall ensure that the quantity of testing quoted for by NOVA Acoustics Ltd is acceptable to the Building Control Authority or Building Inspector/Surveyor involved in the project or site under test.
3. Any additional testing requested by the Building Control Authority or Building Inspector/Surveyor that does not comply with the latest version of the Building regulations may incur additional site visits and thus will be subject to the charges at the same rate as outlined within the initial quotation.
4. Any sounds insulation testing undertaken that is found not to comply with the building regulations Part E, may be subject to a re-test and thus will be subject to the charges at the same rate as outlined within the initial quotation. Discounts for re-testing are at the discretion of NOVA Acoustics Ltd. Re-tests are only undertaken once the initial failed testing has been paid for.
5. Any sound insulation consultancy undertaken by NOVA Acoustics Ltd does not guarantee satisfactory performance of the partition wall or floor under test. The performance is reliant on the appropriate selection and installation of the materials advised and NOVA Acoustics Ltd accepts no liability for the performance of the designed partition wall or floor.
6. Free Advice is limited to 1 No. 15 minute phone call to discuss the technical requirements of the Clients project. Any further request for consultation will be charged at the hourly rate of £75 per hour exclusive of VAT.

Acoustic Consultancy & Noise Survey Services

1. All Acoustic Consultancy and Noise Surveys are quoted for and a scope of work will be sent to the client for agreement via email. All scopes of work are prepared with due diligence, experience and best endeavours to ensure the quoted service meets the requested service.
2. The scope of works outlines the service requirements of NOVA Acoustics Ltd and the fixed fee for the service. Any services or requests for work outside the scope of work provided will incur additional fees. Any request for work outside the scope of work will be reviewed by NOVA Acoustics Ltd and the additional charges will be advised to the Client.
3. If the acoustic consultancy services, noise surveys or technical reports provided by NOVA Acoustics Ltd is to be provided to a Local Authority, such as a planning case officer or environmental protection officer. The Client is responsible for ensuring the scope of work is acceptable to the Local Authority. If the Client accepts the scope of work without consulting the Local Authority it does so at its own risk.
4. Any amendments required for acoustic consultancy services, noise surveys or technical reports undertaken by NOVA Acoustics Ltd will be undertaken at the discretion of NOVA Acoustics Ltd.
5. ALL acoustic consultancy services, noise surveys or technical reports will be provided to the client within 28 days of the environmental measurements being undertaken.

Air Tightness Testing for Residential Dwellings

For Air Tightness Testing Services, the Client shall provide NOVA Acoustics Ltd with the maximum air permeability target as detailed within the project specification or targeted within the corresponding SAP or SBEM calculation at least 2 working days prior to the scheduled test. Where this information is not provided, NOVA Acoustics Ltd shall base the test on the maximum figure of 10m3/hour/m2 as permitted by Part L of the Building Regulations.

Air Tightness Testing for Commercial Buildings

For Air Tightness Testing Services on commercial buildings, the Client shall ensure that the premises are suitably prepared for testing in accordance with the Site Readiness Checklist supplied. Similarly the costs of any temporary sealing consumables used shall be chargeable to the Client. In all such circumstances, NOVA Acoustics Ltd reserve the right to deem the premises as being unready for a test and to charge the full quoted fee.

PRICE

- (a) The price shall be exclusive of Value Added Tax. The Client is responsible for any VAT arising from the Contract price and this will be payable at the date of payment as specified in Clause 5.
- (b) Subject to (c) and (d) below the price will be as stated in the Proposal.

(c) Before carrying out any alterations or additions to The Contract, The Consultant shall advise The Client in writing of the estimated price and effect on the program and completion date. The Client shall then have an opportunity to consider the said estimated price and effect and if acceptable will provide written authority within 14 days of the written notification to The Consultant for any alterations or additions to The Contract.

(d) The Consultant reserves the right to vary The Price on the happening of any of the following:

1. i) Any increase in costs arising after submission of The Proposal and during the period of The Contract due to an increase in costs for the work specified due to factors outside The Consultant's control including without prejudice to the generality of the foregoing; changes in taxation affecting the services, purchase of additional equipment, bought out materials and consumables.
- ii) Any variation in, delay, interruption or suspension of work due to instructions from or lack of information or decision on the part of the Client or any additional work caused by alterations in The Client's instructions.

The right to vary The Price under Clause 4(d) is not dependant on any authority given by The Client.

PAYMENT

- (a) All payments will be made by The Client within 30 days of the date of The Consultant's invoice. In the case of extended projects, progress payments at monthly intervals may be required at the discretion of The Consultant. No report shall be submitted to the client by the company until full funds are cleared unless agreed in writing.
- (b) Where any payment due has not been received by The Consultant within terms stated on the invoice, The Consultant (without prejudice to its other rights howsoever arising) reserves the right to claim statutory interest and compensation for debt recovery costs under the late payment legislation.
- (c) In the case of projects terminated by either party after full discussion with the other party. The Client is responsible for paying in full within 30 days of the termination all payments due up to the date of termination and for any costs incurred after termination but which are incurred as a result of termination.
- (d) All payments shall be made by The Client in Sterling either to The Consultant by cheque drawn on a United Kingdom bank or by BACS transfer in the name of NOVA Acoustics Ltd at Lloyds; Account No 6479 1468 Sort Code: 30-65-22.

CANCELLATION

1. If the Consultancy and/or Testing Services is cancelled or postponed by the Client within one business day of the agreed test date then 100% of the quoted Fee is chargeable.
2. If the Consultancy and/or Testing Services is cancelled or postponed by the Client within three business days of the agreed test date then 50% of the quoted Fee is chargeable.
3. Any cancellations or postponements of the Consultancy and/or Testing Services due to adverse weather will not incur a cancellation fee.

SUSPENSION

Work by The Consultant may be wholly or partly suspended and the time of such suspension may be added to the original period of The Project in the event of overdue payments, stoppage, delay or interruption of work during the period of The Project as a result of the industrial action, other industrial disputes, breakdowns, accident, sickness, failure by The Client to give adequate instructions or approvals, or any cause whatsoever beyond the control of The Consultant. The Client shall pay all accounts in full and shall not exercise any rights of set-off or counter-claims against invoices submitted.

DURATION AND DELIVERY

1. The Consultant will make every reasonable effort to perform and carry out The Project from the Commencement Date until the Completion Date specified.
2. No extension of the duration of The Project may be made by The Consultant other than arising out of the events specified in 5(b) and clause 6 above unless agreed in writing by The Client.
3. Delays in delivery shall not render The Consultant liable under any circumstances for damages, consequential loss or loss of profits.

TERMINATION

NOVA Acoustics Ltd may terminate the provision of the Consultancy and/or Testing Services immediately if:

1. the Client commits a material breach of its obligations under these Terms and Conditions; or
2. the Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.
3. the Client enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
4. the Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

EXCLUSIONS AND LIABILITY

1. The liability of The Consultant to the client for any loss, damage or expense arising from any cause whatsoever and whether in contract or negligence (other than negligence covering death, or personal injury) shall not, in any one contract exceed £1,000,000.
2. The Consultant cannot guarantee that the objectives set out in The Proposal will be attained, but will use every reasonable effort to do so. The Consultant accepts no liability whatsoever for the accuracy or use of data supplied by third parties.
3. The Client shall at all times indemnify and keep indemnified The Consultant in respect of all loss or damage or expense suffered by any third party for which The Consultant may become liable in connection with the carrying out of The Project.
4. The obligations of The Consultant shall cease upon delivery of any reports information or device. No liability whatsoever either direct or indirect shall rest upon The Consultant for the effects of any product or process that may be produced by The Client or any other party, notwithstanding that the formulation of such product or process or commercial transaction may be based on the findings of The Project.

TECHNICAL INFORMATION

1. The Client shall supply free of charge all pertinent data and information and give such assistance as shall be required by the Consultant for the carrying out of The Project.
2. Any drawings, samples, or other matter submitted by The Consultant to The Client and vice versa with the proposal and used during the course of The Project are confidential and must not be copied or transmitted to any third party, excepting those advising The Client on matters pertaining directly to the contract, or used for any other purpose whatsoever. The drawings, models, samples and other matter remain the property of whichever party supplies them unless specifically agreed otherwise in writing and must be returned on request.
3. The Consultant shall be entitled to make, use and return copies of the technical information referred to above (but specifically excluding technical information acquired from The Client) free of charge for its own purposes.
4. The Consultant shall be entitled to sub-contract his work out wherever necessary and it shall be permitted for the sub-contractors to have access to all information and data and be subjected to confidentiality of information supplied independent of any warranties given by the Consultant relating to the confidentiality of the information.

CONFIDENTIALITY OF INFORMATION

1. Any information relating to The Client's operations shall be regarded as confidential and will not without the prior written consent of The Client be used (except in connection with The Project), published or disclosed by The Consultant. This restriction does not apply to information which is, or at the time of publication or disclosure, has become public knowledge through no act or default of The Consultant.
2. When the laboratory is required by law or authorized by contractual arrangements to release confidential information, the customer or individual concerned shall, unless prohibited by law, be notified of the information provided.
3. Information about the customer obtained from sources other than the customer (e.g. complainant, regulators) shall be confidential between the customer and the laboratory. The provider (source) of this information shall be confidential to the laboratory and shall not be shared with the customer, unless agreed by the source.
4. Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the laboratory's behalf, shall keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.
5. The project shall be maintained on a confidential basis between The Consultant and The Client and no information shall be released during The Project to any third party except by mutual consent of both The Consultant and The Client.
6. Findings arising out of a project relating specifically to The Client's product or design will not be published except by mutual consent of both The Consultant and The Client.

INTELLECTUAL PROPERTY

1. Copyright in all original drawings, designs, proposals, reports, and other written matter originating from The Consultant whether made pursuant to The Proposal or otherwise shall remain vested in The Consultant at all times.
2. All Intellectual Property developed by The Consultant during The Project other than in clause (a) above shall belong to The Consultant. In the case of projects terminated as a result of liquidation, bankruptcy or receivership, all patentable inventions, drawing designs, proposals, reports and other written matter submitted to The Client with The Proposal and used during the course of The Project remain the property of The Consultant and must be returned on request.
3. All patentable inventions, non-patentable processes, designs, copyrights, improvements or know-how originating from The Consultant arising wholly and exclusively from this Agreement and relating to its objectives shall be the property of The Consultant. Terms for assignment to The Client or joint exploitation shall be the subject of negotiation between The Consultant and The Client upon completion of the Services and payment of a reasonable royalty and other reasonable conditions to be agreed between the parties. On payment of all sums to The Consultant from The Client in respect of the assignment or otherwise, The Consultant shall transfer to The Client all patents and other intellectual property rights arising directly from work on the assignment. Prior to such payment, The Consultant does not authorize The Client to deal in, apply or use any such goods, information, designs and know how.

ARBITRATION

Any dispute or difference arising out of The Agreement shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement to some person nominated by the President of the Law Society. The decision by the Arbitrator shall be final and binding upon and enforceable against the parties.

LAW

The Conditions together with The Proposal shall be read, construed and governed by The Laws of England.

EXISTENCE OF CONTRACT

Terminations by notice of this agreement by whatever means shall not affect the provision of ANY Clauses present within these terms and conditions.

COMMUNICATION

All communications to The Client shall be sent to the address appearing in The Proposal unless some other address has been notified in writing to the Consultant. All communications to The Consultant shall be sent to the address of The Consultant set out in the Proposal or such other as may be properly notified.

FORCE MAJEURE

In the event that either party is delayed or impeded in the performance of its obligations here under by any cause beyond its reasonable control it shall be entitled to such extension or time for such performance as may be fair and reasonable in all the circumstances.