

Environmental
Geotechnical
Specialists



QUOTATION

Job Number	C/4893/24/E/7470	Date	19th Dec 2024
Site Address	54 Victoria Street Clayton West Huddersfield West Yorkshire HD8 9NW United Kingdom		
Postcode	HD8 9NW	Quote Number	13953
Issued By	Tom Farnell		



Please consider the environment before printing this report.



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Geotechnical
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Rogers Geotechnical Services Ltd
Offices 1 & 2 Barncliffe Business Park, Near Bank, Shelley, Huddersfield, HD8 8LU
☎ 01484 604354 Company No. 5130864

< ENVIRONMENTAL > < GEOTECHNICAL >



QUOTE

To Address

ID Projects
 5 Inkerman Court
 Denby Dale
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 HD8 8XA
 United Kingdom

Site Address

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 Clayton West
 Huddersfield
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Rogers Geotechnical Services

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 E: enquiries@rogersgeotech.co.uk

Quote Number	Quote Date	Our Contact	Job Ref
13953	19th Dec 2024	Tom Farnell	C/4893/24/E/7470

Category	Sub Total excl. VAT
A - COAL MINING RISK ASSESSMENT	450.00
D - INSURANCE FEE	15.00

Total: 465.00

A - COAL MINING RISK ASSESSMENT		Sub Total excl. VAT		450.00
Quantity	Item	Price	Per	Total
1.00	Coal Mining Risk Assessment <i>Including Coal Authority Consultants Report, BGS Borehole data (if available) and geological mapping data. The report will include an assessment of the obtained geological data and Coal Authority Consultants Report, a risk assessment of the anticipated strata conditions, and will detail the specification for any recommended intrusive drilling works.</i>	450.00	Sum	450.00

Important Guidance

Please be aware that the Coal Authority is a statutory consultee in any planning application, and their comments will be sought by the Local Authority as part of the planning process. They are the final arbiter on these matters and reserve the right to offer comment on our conclusions and request further information. Therefore, where we advise that the site is at a low risk from mining instability such that subsequent intrusive investigation works are not required, we strongly recommend that you submit our report to the Local Authority immediately to give them time to offer a timely response to our findings.

D - INSURANCE FEE		Sub Total excl. VAT		15.00
Quantity	Item	Price	Per	Total
1.00	Insurance Fee	15.00	Sum	15.00

Important Guidance

Sub Total excl. VAT	465.00
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VAT @ 20%	93.00
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Total	558.00
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*All prices in **GBP***

ROGERS GEOTECHNICAL SERVICES LTD

Terms and conditions for the supply of Services v3

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: these terms and conditions as amended from time to time in accordance with clause 7.5.

Contract: the contract between the Supplier and the Client for the supply of Services in accordance with these Conditions.

Client: the person or firm who purchases Services from the Supplier.

Deliverables: any documentation, information or reports produced by the Supplier for the Client.

Schedule of Rates: the standard rates employed by the Supplier for the provision of the Services as detailed in the Specification.

Services: the services, including the Deliverables, supplied by the Supplier to the Client as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Supplier to the Client.

Supplier: Rogers Geotechnical Services Limited registered in England and Wales with company number 5130864.

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including, include, without limitation** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

2. Basis of Contract

2.1 The Supplier's standard quotation is generally undertaken without recourse to a site visit and, as a consequence, the Supplier is reliant on the information provided to it by the Client. The Supplier therefore reserves the right to re-quote or charge in addition for items it deems necessary to complete the delivery of the Services that have not been specified by the Client.

2.2 The Supplier's standard quotation allows for an 8 hour working day during Business Days. Unless specifically included, no allowance has been made for overtime such as night or weekend working. Should the Client require such overtime to be worked, the Supplier will charge for any additional costs involved.

2.3 The Client accepts that, as the work is of an exploratory nature, the Supplier's quotation is in the form of a Schedule of Rates and, consequently, any costs quoted is an estimate and is provided for guidance only. The final cost and time for completion of the Services will be calculated by reference to the Schedule of Rates and the actual quantity of work carried out, which will depend on the type of strata encountered and upon the final number and depth of boreholes, dynamic probes, trialpits and so on which together control the quantity of samples and testing required.

2.4 Unless otherwise stated, the Supplier's quotation will remain open for a period of 90 days. It is assumed that the conditions of the site during the execution of the works will be the same as at the time of quotation and the Supplier reserves the right to revisit the quotation if this is not the case.

2.5 Except as may be indicated otherwise in the Specification:

2.5.1 no allowance has been made for the provision of traffic control, watching, lighting or protection of the works area. In the event that the Supplier, at its sole discretion, considers that such may be necessary, the Supplier reserves the right to make an appropriate additional charge;

2.5.2 the Supplier has assumed that access to the borehole locations is suitable for a four wheel drive vehicle towed cable percussive rig or a self-propelled rotary rig, to the sample points and probe locations for a tracked dynamic penetrometer and to the trialpits for a wheeled excavator and it is the Client's responsibility to inform the Supplier if this is not the case;

2.5.3 existing ground levels at borehole positions will not be taken and the Client should notify the Supplier if

this is required at or before the time an order is placed.

2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of Services

3.1 The Supplier shall:

3.1.1 supply the Services to the Client in accordance with the Specification in all material respects;

3.1.2 use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services;

3.1.3 have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.

3.2 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

3.3 The Client shall:

3.3.1 ensure that all information which it provides in relation to the Services is complete and accurate;

3.3.2 co-operate with the Supplier in all matters relating to the Services;

3.3.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the site, the Client's premises and other facilities as may be reasonably required;

3.3.4 be responsible for obtaining all the necessary certificates, licences, permits and consents required by statute or any order or regulation made thereunder or by any regulation or by-law of any authority or statutory undertaker ("Consents"), including permission for access and any boring ("Permissions") and the Client shall hold the Supplier harmless for any, without limitation, costs, damages, fines or penalties which may arise in the event of any such Consents or Permissions not being adequately in place;

3.3.5 keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the site in safe custody at its own risk and without interference, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

3.4 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

3.4.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;

3.4.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 3.4; and

3.4.3 the Client shall hold the Supplier harmless from and shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

3.5 The cost of hire of any ancillary equipment required on site that the Supplier has not been advised of at the time of providing its quote and prior to any works starting will be borne by the Client and will be included in the final invoice.

3.6 Given the exploratory nature of the Services, in the event that the results obtained do not give the information required, further investigation and/or advice may be necessary, and any additional costs in such circumstances will be discussed separately.

3.7 In accordance with normal practice, all cores and samples from a site visit will be disposed of after two weeks of submission of a report unless instructed otherwise.

3.8 In the event of inclement weather or conditions at the site which impacts or might impact on the ability of the Supplier to safely or reasonably carry out the Services, it is the Client's responsibility to give as much advance warning to the Supplier as possible of such circumstances. Where the Supplier attends the site to perform the Services in the absence of such advance warning from the Client but the conditions at the site are deemed by the Supplier, at its sole but reasonable discretion, to be unsafe or not suitable for the performance of the Services to be effectively carried out, the Client shall be liable for the cost of the Supplier's attendance at the site, the applicable cost being calculated by reference to the Schedule of Rates.

3.9 In the event that the Client, for whatever reason, cancels the delivery of the Services less than 48 hours prior to the work being due to commence, the Supplier reserves the right to charge a reasonable cancellation fee.

3.10 Legal title in the report and the information contained within the report shall not pass to the Client until all

sums due on the account, including any interest payable, have been settled in full.

3.11 The Deliverables are for the sole and exclusive use of the Client and the Supplier accepts no responsibility whatsoever to any third party to whom the Deliverables, or any part thereof, may be made known.

4. Charges & Payment

4.1 The Supplier does not accept retentions or discounts being applied in relation to the Services.

4.2 All costs are exclusive of Value Added Tax, which will be added to the invoice at the current rate.

4.3 Except as may be agreed otherwise, the Supplier shall invoice the Client on completion of the Services.

4.4 The Client shall pay each invoice submitted by the Supplier within 30 days of submission in full and in cleared funds to a bank account nominated in writing by the Supplier and the payment shall be made without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

4.5 Time for payment shall be of the essence of the Contract.

4.6 If the Client fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Client shall pay the interest together with the overdue amount.

5. Limitation of Liability

5.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

5.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

5.1.2 fraud or fraudulent misrepresentation.

5.2 Subject to clause 5.1, the Supplier shall not be liable for:

5.2.1 any damage or the consequences of any damage to buried services such as, without limitation, cables, pipes or sewers, the positions and nature of which are not clearly indicated to the Supplier in writing prior to the commencement of the Services;

5.2.2 any damage or the consequences of any damage as a result of encountering unexploded ordnance of any kind, without limitation, if the positions and nature of which are not clearly identified and indicated to the Supplier in writing prior to the commencement of the Services;

5.2.3 any claims, costs, loss, damage or injury arising from following any instructions issued by the Client or from any actions or omissions on the part of the Client, its agents, servants or independent contractors or other third parties on the site and the Client shall indemnify the Supplier and keep it indemnified against all claims, costs, damages and expenses arising from such circumstances, actions or omissions; or

5.2.4 any claims, costs, loss, damage, injury or expenses arising as a consequence of carrying out the work in accordance with the Specification and as required by the Client or its agents, and the Client shall indemnify the Supplier and keep it indemnified against any claims, costs, loss, damage, injury or expenses which may arise should a claim be made against the Supplier where it has acted in accordance with the Specification and its instructions.

5.3 Subject to clauses 5.1 and 5.2:

5.3.1 the Supplier shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

5.3.2 the Supplier's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £2,000,000 (two million pounds).

6. Termination

6.1 Without prejudice to other remedies or rights, either party may terminate the Contract at any time by written notice to the other party ("Other Party"), the notice taking effect as specified in the notice if:

6.1.1 if the Other Party is in material breach of its obligations under the Contract, and where a breach is capable of remedy, the breach is not remedied within 7 days by the Other Party receiving notice specifying the breach and requiring the breach to be remedied; or

6.1.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

6.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

6.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Client and the Supplier if the Client becomes subject to any of the events listed in clause 6.1.2, or the Supplier reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

7. General

7.1 Assignment and other dealings

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Client shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

7.2 Severance

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

7.3 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

7.5 Variation. No variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

7.6 Governing law. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.

7.7 Jurisdiction. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).