



1945 244 MIDDLETON ROAD M8 4WA

Prepared for Shiels Design

by Susan Witterick

on October 24, 2023



HI, STEVE

Thank you for considering our services.

Within this document you'll find the quote you requested as well as our detailed scope of work, so that you can be sure we have understood your requirements.

We aren't a faceless corporation, so you'll also find some information about dBx Acoustics Ltd, and our team, to give you a flavour of who you'll be working with.

If you have any questions, please feel free to contact me. If you're happy to proceed, you can e-sign this proposal and we'll be in touch to get your project underway!

Sincerely,

Susan Witterick

dBx Acoustics Ltd

ABOUT US

dBx Acoustics was founded in 2013 with the aim of providing high quality acoustic design and advice, while remaining practical, approachable, and good to work with.

Our team is based in central Manchester and Reading, and we work on projects nationwide, from Truro to Thurso. All of our consultants hold appropriate qualifications in acoustics and are members of the Institute of Acoustics at the relevant level.

Our capability extends from planning noise impact assessments through facade and ventilation design, sound insulation and room acoustics, to M&E noise control. We have worked on projects as diverse as motion capture studios, co-working spaces, hospitals and schools as well as numerous residential schemes and offices.

WHAT WE'RE ABOUT



PROFESSIONALISM

Our consultants are appropriately qualified and are members of the Institute of Acoustics. You can be sure that we have the expertise and experience to tackle whatever you throw at us.



QUALITY

We take our responsibilities towards our clients seriously. That's why we are quality certified to BS EN ISO 9001:2015 and are accredited via UKAS (laboratory number 9473) to carry out sound insulation testing. We also hold BS EN ISO 14001:2015 environmental management certification.



RESULTS

We'll always do our best to help you without using too much confusing jargon. We'll explain the results of our work to you clearly, and make sure you have the information you need.

WHAT WE UNDERSTAND

You'll find our detailed scope of work on the following page, but here is a summary of our understanding of the current status of your project, and your required outcomes.

DETAILS

1. Conversion of first floor to form residential unit.
2. Ground floor existing commercial unit.
3. Local planning authority: Manchester City Council.

DELIVERABLES

1. Noise survey.
2. Planning noise impact assessment.
3. Verification testing to demonstrate compliance with planning.
4. Optional design review of requirements for separating floor.
5. Optional Pre-completion testing for Building Control sign off.

DEADLINES

1. No deadlines have been identified at this stage.
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SCOPE OF WORK

PLANNING NOISE IMPACT ASSESSMENT

- Liaise with the Local Authority to confirm their requirements with regard to noise affecting new residential development.
- Attend site during a weekday daytime and night time period (including rush hour) to take representative noise readings at locations around the site. Measurement methodology to be in accordance with the requirements of the Local Authority. Given the site location we anticipate that an attended noise survey will be required in order to establish the typical noise climate.
- Review the project TM59 overheating assessment (provided by others) with reference to Acoustics Ventilation and Overheating (AVO) guidance.
- Provide outline guidance on facade and glazing acoustic requirements suitable for planning.
- Provide noise emission criteria for future fixed building services plant and commercial activity noise.
- Provide a written report detailing the survey and noise impact assessment for submission to the Local Authority.

It is important to note that environmental noise measurements are weather dependent and, as such, the surveys may be subject to delays out of our control, which could impact on the ability of meeting any agreed deadlines.

VERIFICATION NOISE SURVEY

- On completion of the works, attend site to deploy a continuously logging noise monitor within a habitable room overlooking Middleton Road for a minimum 24 hour period.
- Please note that the residential unit must be unoccupied during the measurement period.

- Establish indoor daytime and night time ambient noise levels with reference to the requirements of BS8233 and the associated planning condition.
- Provide a summary report detailing the verification noise survey for submission against discharge of planning conditions.

OPTIONAL: ACOUSTIC DESIGN SUPPORT

- During the same visit as the noise survey, if access is available, measure airborne sound insulation between the ground and first floor.
- If access is not available, review architectural drawings of the separating floor.
- Advise on any measures required to upgrade the separating floor to mitigate noise transfer in accordance with Approved Document E.
- Provide a written design summary detailing the floor acoustic design requirements.
- Review proposed constructions for compliance with the acoustic design requirements.
- Predict reverberation time in corridors and stairwells and advise on design measures to comply with Approved Document E.
- Issue a summary acoustic design report.

OPTIONAL: PRE-COMPLETION TESTING

- Perform acoustic commissioning tests upon completion, in order to verify that acoustic requirements have been achieved. Such tests to include sound insulation between the ground and first floor, reverberation time and internal ambient noise levels to a sample of rooms.
- For this scheme, 1 sets of testing will be required which will comprise two airborne and two impact sound insulation tests.

- We anticipate that this will require 3 hours on site; should testing be delayed due to site conditions we reserve the right to charge additional fees. Please note that the site must be quiet during testing with mains power throughout.
- Pre-completion testing is carried out in accordance with the requirements of Approved Document E of the Building Regulations 2003 including 2010, 2013 and 2015 amendments, and the standards referenced therein.
- Provide a written report detailing the results of the sound insulation testing for submission to Building Control

TESTIMONIALS

Read some of the warm feedback we have received from our many satisfied clients.

DAVID GEORGE

FALCONER
CHESTER HALL

"Working with dBx Acoustics has been great. They have quickly grasped the issues of the projects reacted well and been proactive in reaching a collaborative successful solution. I would recommend dBx Acoustics."

JAMES ALDERSON

HEAD OF
MULBURY CITY

"Great design support and advice from Susan and her team. I highly recommend the use of dBx Acoustics for all acoustic works."

JOANNA HOLLAND

H&C CONSULTANCY

"I am happy to recommend dBx Acoustics. Their support on our development project was essential. The work was provided quickly and to a very high standard. Above all their pragmatic approach to providing low cost solutions to satisfy planning conditions was excellent."

PRICING & FEES

Our fees are inclusive of all travel expenses, instrumentation and sundries, but exclusive of VAT which will be added to your invoice.

Unless otherwise agreed, our appointment will be in accordance with our standard Terms and Conditions, a copy of which is enclosed.

Where meetings and/or site visits are included within our fee this is clearly detailed within our scope above. Additional meetings and site visits will be charged individually, as shown in the table below.

Description	Price	Qty	Subtotal
Noise Survey and Noise Impact Assessment			£1,500
Verification Noise Survey			£950
☐ Optional: Acoustic Design Support			£600
☐ Optional: Pre-Completion Testing			£450
Additional Meetings or Site Visits	£550	0	£0
Per meeting / visit			
Total			£2,450

TERMS AND CONDITIONS

V1 2023

1. In this Agreement: "*dBx*" means dBx Acoustics Ltd (registered in England & Wales under company number 08371474), registered office at Beehive Mill, Jersey Street, Manchester M4 6JG; "*Client*" means the client for whom dBx is to carry out the services; "*Parties*" means dBx and the client together and "*party*" shall be construed accordingly; "*Services*" means the services or any part thereof to be carried out by dBx for the Client; "*Charges*" means the charges to be levied by dBx to the Client for the Services; "*Intellectual property*" means all drawings, software, reports, specifications, bills of quantities, calculations, and other documents and information prepared by or on behalf of dBx in connection with the Services; "*Agreement*" means the contract between the Parties evidenced by a written quotation or estimate from dBx to the Client, identifying the Services and the Charges, and any other relevant matters pertaining to the Services, and incorporating these standard general terms of appointment.

2. References to persons shall include references to firms, corporations and unincorporated associations and vice-versa; references to statutes shall be taken to include reference to any modification, amendment or re-enactment of the statute in force.

3. Any alteration to the terms of this Agreement shall only be effective if agreed by dBx Acoustics Ltd in writing.

4. This Agreement is the entire agreement between the Parties with respect to the Services and, save for a statement made fraudulently, the Parties accept that they are to have no rights or liabilities in respect of pre-contractual statements.

5. A person who is not party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement.

6. The benefit of this Agreement may be assigned only with dBx's express written consent, the giving of which shall be at dBx's absolute discretion.

7. This Agreement shall be governed by and construed in accordance with English Law and be subject to the exclusive jurisdiction of the English courts.

8. dBx shall carry out the Services using reasonable skill, care and diligence, and in doing so shall be entitled to rely on information provided by the Client or on the Client's behalf.

9. The Client shall provide or procure the provision of all necessary safety information, access and assistance to dBx in the carrying out of the Services and provide free of charge to dBx all data, reports, plans, drawings and other information (whether or not contained in documents) which pertain to the Services.

10. In the event that there is a material alteration in the Services and/or dBx are prevented from or delayed in undertaking the Services by reasons beyond their reasonable control, dBx shall be entitled to payment by the Client of their reasonable charges caused as a result of such alteration, prevention or delay and such charges will be added to the Charges payable in accordance with this Agreement.

11. Nothing in this agreement shall restrict dBx's liability;

11.1 to the extent that the Unfair Contract Terms Act 1977 prohibits dBx from excluding or restricting such liability for death or personal injury; or

11.2 for fraud.

12. dBx shall not be liable for any indirect, economic or consequential loss or damage arising from or in connection with this Agreement.

13. dBx will not be held liable for any delay or failure to fulfil dBx's obligations under this Agreement as a result of causes beyond dBx's reasonable control.

14. Where in the course of the Services dBx engages any testing laboratory for the analysis of samples or otherwise, dBx shall engage such testing laboratory as agent for the Client and dBx shall not be responsible for any act or omission or breach of duty or failure to perform or negligence by or of such testing laboratory.

15. Save as above the total aggregate liability of dBx and/or its officers, directors, employees and subcontractors under or in connection with this Agreement whether in contract, tort, breach or statutory duty or otherwise shall be limited to the lower of (i) such sum as dBx ought reasonably to pay having regard to its responsibility for the total loss or damage suffered by the Client on the basis that all other consultants, contractors or suppliers whose acts, omissions, services or advices have caused or contributed to the said loss or damage shall be deemed to have paid the Client such contribution as it would be just and equitable for them to pay having regard only to the extent of their responsibility and ignoring any limitations of liability that may be incorporated into their contracts with the client or with any other party, (ii) ten times the Charges (iii) one hundred thousand pounds sterling.

16. The parties agree and acknowledge that the clauses above relating to limitation of liability satisfy the requirement of reasonableness as set out in the Unfair Contract Terms Act 1977.

17. The limits of liability set out in this Agreement shall continue to bind the Client notwithstanding any termination of this agreement.

18. The liability of dBx and/or its officers, directors, employees and subcontractors under or in connection with this Agreement arising from or in connection with asbestos, pollution or contamination and whether in contract, tort, breach of statutory duty or otherwise, is excluded.

19. dBx shall be under no obligation to provide collateral warranties or letters of reliance.

20. All Intellectual Property shall remain vested in dBx and dBx shall not be liable for the use by any person of Intellectual Property for any purpose other than that for which it was prepared. Provided that all sums due from the Client to dBx however arising and whether relating to this Agreement or any other have been paid, dBx grants a royalty free licence to the Client to use and to reproduce Intellectual Property in connection with the Services.

21. Until all sums due from the Client to dBx however arising and whether relating to this Agreement or any other have been paid dBx shall be entitled to a lien over all of the Client's documents in dBx's possession.

22. Any invoice issued by dBx further to this agreement shall be payable upon receipt and time shall be of the essence in relation to payment. If an invoice or any balance of an invoice remains outstanding after 7 days from the invoice date the following sums shall be payable in addition at dBx's option:

22.1 a fixed sum calculated in accordance with s.5A, Late Payment of Commercial Debts (Interest) Act 1998 as amended in 2013;

22.2 interest from the date of the invoice at the rate of 1.5% per month, compounded on a monthly basis, both before and after judgement; and

22.3 the full amount of dBx's administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.

23 The Client shall have no right of set-off in any circumstances and:

23.1 all sums due to dBx in respect of this Agreement shall be paid in full without deduction save only for deductions or withholdings required by law; and

23.2 if any deductions or withholdings are required by law the Client shall pay to dBx such further sums as will ensure that the aggregate of the sums paid or payable under this Agreement shall, after deducting all such deductions or withholdings, leave dBx with the same amount as it would have been entitled to receive under this Agreement in the absence of any such deductions or Withholdings.

24. dBx may terminate this Agreement by giving at least 30 days' notice in writing to the Client in which event dBx shall be entitled to payment of that proportion of the Charges that relates to the Services performed up to the date of expiry of the notice to terminate.

25. dBx may suspend or terminate this Agreement with immediate effect without notice if the Client is in breach of any part of it or is subject to or instigates insolvency proceedings of any time or if dBx reasonably believes that the Client is or will be unable to pay its debts as they fall due. If dBx suspends or terminates this Agreement for such a reason the Client will not be entitled to make any claim against dBx in respect of such suspension or termination and the Client will remain liable to dBx in respect of all sums due.

26. Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Client (who will be responsible for reimbursing, on demand, dBx's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in dBx recovering a larger sum from HMRC than it is potentially liable to pay HMRC, dBx shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant Services already supplied, less additional VAT due to HMRC as a result of the decrease in dBx's input VAT recovery. The amount of VAT refunded to the Client shall be limited to the amount dBx receives from HMRC.

27. Fees and charges specified in this Agreement do not include any amount arising in respect of VAT (or other applicable taxes), which, if applicable, shall be payable by the Client and added to such fees at the rate in force at the time that they become due.

28. Any delay, waiver or abrogation by dBx in enforcing any aspect of this Agreement will not affect or restrict any of dBx's rights under this Agreement.

29. The Client shall indemnify dBx against any costs claims liabilities and expenses incurred by dBx arising from the transfer of any employees due to operation of law in connection with this Agreement or the Services.

30. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

31. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

32. Both parties shall keep confidential, and shall not without the other's written consent disclose to any third party, any trade or business secrets or other confidential information supplied by the disclosing party except as shall be absolutely necessary for the proper performance of this Agreement or compliance with statutory obligations. The Client shall consult with dBx immediately in the event of a request for information under any applicable statutory provision which may affect dBx or the subject matter of this Agreement.

33. The Client shall comply with all relevant statutory or other legal obligations in relation to the project to which the Services relate including (where applicable) its duties under the Construction Design and Management Regulations 2015 to allocate adequate resources and provide pre-construction information to consultants and (where applicable) to appoint a Principal Designer.

34. The Client acknowledges that dBx is committed to and operates a business management system, which incorporates environmental management processes and procedures in accordance with BS EN ISO 9001 and BS EN ISO 14001.

READY TO START?

Just click below to sign, and we'll be in touch to get started.



SIGNATURE
Steve Shiels

Steve Shiels,
Shiels Design



SIGNATURE
Susan Witterick

Susan Witterick,
dBx Acoustics Ltd



dBx Acoustics Ltd Beehive Mill, Unit 2J, Jersey Street
Manchester, Manchester M4 6JG
United Kingdom
<http://www.dbxacoustics.com> | 01617110320