

Quote Number: Q007619

Date: 18 October 2023

Attention: Ben Roberts
Thomasons
3 Brewery Yard,
Deva City Office Park, 3
Trinity Way,
Manchester
M3 7BB

email: broberts@thomasons.co.uk

Dear Ben,

Trinity Court, Manchester - Acoustic Services Proposal

Many thanks for your enquiry on the above.

As per your correspondence, I understand that you have received a planning condition on the Trinity Court cladding remediation project in Manchester as follows:

Tel: 01925 759380

Email: enquiries@pdaltd.com



5) a) Before the development hereby approved commences, a scheme for acoustically insulating the residential accommodation against noise from Higher Cambridge Street shall be submitted to and approved in writing by the City Council as Local Planning Authority. The development shall only be implemented in accordance with the approved details.

b) Upon completion of the development, a verification report shall be submitted to and approved in writing by the City Council as Local Planning Authority in order to validate the works undertaken conform to the recommendations and requirements contained within the report. The report should contain details of post completion testing to confirm that the internal noise criteria has been met. Any instances of non conformity with the recommendations contained within the report shall be detailed, along with any measures required to ensure compliance with the internal noise criteria.

Reason - To safeguard the amenities of existing and future occupiers of nearby residential accommodation, pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

However, it appears that the above planning condition must be in error as there are elements such as glazing and ventilation that you will not be able to modify but which will dominate the noise transfer to the building interior. As such we understand that your planning consultant has been given the following advice by Manchester City Council (MCC):

- We would ask that the applicant submits a note (not necessarily a full report) from an acoustician to just confirm that the proposed cladding provides the same or better sound insulation than the cladding being replaced.

As such we will provide an assessment to confirm the above. Please find our proposal and quotation to provide services to allow you to discharge the planning condition amended as listed above:

Tel: 01925 759380

Email: enquiries@pdaltd.com





Proposal for Consultancy	Amount
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A. Consulting - Facade Sound Insulation Assessment	£750.00
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Based on the two sets of existing and proposed cladding system details provided for the buildings in question we will generate sound insulation models using Insul proprietary sound insulation software to predict the sound insulation for the existing and proposed cladding systems.

We will provide a report including the details and results of our assessment suitable for submission to the Local Authority to facilitate discharge of the said planning conditions amended as detailed previously.

Subtotal	£750.00
VAT @ 20%	£150.00
Total	£900.00

PDA's fees for the above proposal are inclusive of all expenses (e.g. travel mileage, etc).

Should we be required to undertake work outside the above scope of works, this will be undertaken at a rate, or fee to be agreed prior to conducting any additional package of works.

New Clients

All new clients are subject to our standard credit check process. Depending on the credit score, payment may be requested in advance of completing the project.

Privacy Notice

Philip Dunbavin Acoustics Limited (PDA Ltd), take your privacy seriously and will only use our clients' personal information to administer the required work and services that you have requested from us.

PDA Ltd will only hold the information that has been willingly provided to us, this may include the Name, Address, E-mail, Telephone Numbers and other records. Thus, employees at PDA Ltd will have access to this information to carry out the services for you and on behalf of your client.

PDA Ltd will never sell your personal information, should we need to disclose personal data to a third party (either for them to process data on our behalf, or as part of an agreement we have entered with them) we will ensure that the third-party processor will only process the personal data, in accordance of our instructions and comply with the General Data Protection Regulation (GDPR).

For insurance and legal purposes, we are required to keep personal data relating to a job for a maximum of twelve years, at that point we will either destroy the data or anonymise it. We



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Trinity Court, Manchester - Acoustic Services Proposal

will only retain personal information for as long as necessary. The data will be stored on cloud platforms and we have ensured that all third parties have adequate safety measures in place to protect the data.

Terms and Conditions

This quotation is subject to our general conditions of contract, a copy of which is enclosed.

I hope this quotation provides you with enough information for your current requirements. If you have any queries, then please do not hesitate to contact me.

Yours Sincerely

Max De Salis BEng (Hons), PhD, CEng, MIOA
Director

Philip Dunbavin Acoustics Limited
(Company No. 02302847)
Conditions of Supply



(NOTE: These conditions contain limitation clauses)

DEFINITIONS

1.1 In these Conditions:

'Client'	means the person for whom the Supplier has agreed to provide the Services in accordance with these Conditions and pursuant to the Contract
'Conditions'	means the standard terms and conditions of contract set out in this document which shall be incorporated into the Contract
'Consumer'	means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession or as otherwise defined by regulation 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (having regard to clause 1.4 of these Conditions)
'Contract'	means the contract for the provision of the Services
'Distance Contract'	means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded or as otherwise defined by regulation 5 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (having regard to clause 1.4 of these Conditions)
'Document'	includes in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc tape or other device embodying any other data
'Input Material'	means any Documents or other material, and any data or other information provided by the Client relating to the Services
'Intellectual Property Rights'	patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
'Output Material'	means any Documents or other materials, and any data or other information
'Services'	means the noise and vibration control and/or other associated services to be carried out by the Supplier pursuant to the Contract
'Supplier'	means Philip Dunbavin Acoustics Limited, registered in England and Wales with company registration number 02302847 whose registered office is at 3 Bridgewater Court, Barsbank Lane, Lymm, Cheshire, WA13 0ER
'Writing'	includes telex, cable, facsimile transmission and comparable means of communication

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation

1.3 A 'person' includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality)

1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it

CONDITIONS APPLICABLE

- 2.1** The Supplier shall provide the Services to the Client subject to these Conditions. Any changes or additions to the Services or these Conditions must be agreed in writing between the Supplier and the Client
- 2.2** The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Supplier to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all Input Material
- 2.3** The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, howsoever caused
- 2.4** The Services shall be provided in accordance with the quotation given by the Supplier
- 2.5** The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services without any liability to the Client

- 2.6** The Supplier may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services

QUOTATIONS

- 3.1** All quotations given by the Supplier are subject to confirmation by the Client that the quotation is agreed (which shall constitute an offer by the Client to purchase the Services from the Supplier) and acceptance in writing by the Supplier on receipt of the Client's confirmation that the quotation is agreed and only at that time will the Contract be effective

SUPPLY INFORMATION

- 4.1** When Services are undertaken by the Supplier:
- 4.1.1** The measurement testing and interpretation of results will be carried out in accordance with the specified code or standard, or one which has been drawn up and agreed by the Client. The agreed code or standard must be made available by the Client together with all relevant information for measurement and testing, prior to commencement of the measurement and testing
- 4.1.2** The Supplier draws attention to the fact that if the assessment is based upon information supplied by the Client the Supplier cannot be held responsible for any errors or omissions in the assessment as a result of information supplied by the Client
- 4.1.3** Whilst the factual results and any conclusions or comments contained in any report on measurement and testing are given in good faith based on information supplied by the Client and derived from the measurement and testing, there may be other factors involved of which the Supplier is not aware. Accordingly reports, conclusions and comments are subject to foregoing reservations

INTELLECTUAL PROPERTY RIGHTS

- 5.1** Any Intellectual Property Rights in:
- 5.1.1** any Input Material shall belong to the Client
- 5.1.2** any Output Material shall belong to the Supplier
- 5.2** Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party
- 5.1** The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Services will not infringe the Intellectual Property Rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement

OBLIGATIONS OF THE SUPPLIER

- 6.1** Not at any time during or after completion of the Contract to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client
- 6.2** The Supplier warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the quotation and at the intervals and within the times referred to in the quotation (though time shall not be of the essence). Where the Supplier supplies in connection with the provision of the Services any goods (including Output Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise
- 6.3** The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client
- 6.4** Subject to clause 6.6 of these Conditions or as otherwise expressly provided in these Conditions, the Supplier shall not be liable to the Client for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Services under the Contract, except as expressly provided in these Conditions
- 6.5** The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Supplier's reasonable control
- 6.6** Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors, or fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law

SERVANTS AND SUB-CONTRACTORS

- 7.1** In so far as the same excludes or limits any liability the Contract is made by the Supplier on its own behalf and as agents for such servants or sub-contractors as may at any time

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- be concerned, it being the intention of the parties hereto that such persons should receive the same protection as that provided for herein in the case of the Supplier
- 7.2** The Client undertakes not to institute any proceedings against any such servant or subcontractor wherein any such claim is made as is excluded in the Contract
- 7.3** Where the Client is a purchaser or hirer or intended purchaser or hirer under a contract or contemplated contract whether of sale, work done and materials supplied, hire or otherwise or where the Client has purchased materials it shall be a condition precedent to any liability of the Supplier in any action for any loss or damage of whatsoever kind and however caused and irrespective of the nature or effect of any breach of obligations or failure which may have caused or contributed to the same that the Client shall first take all practical steps to enforce and satisfy his claims against the other party to the contract before commencing or continuing with any proceedings against the Supplier

OBLIGATIONS OF THE CLIENT

- 8.1** The Client shall provide all reasonable facilities to the Supplier to enable the Supplier to carry out the Services
- 8.2** The Client shall give the Supplier reasonable notice when an employee of the Supplier is required to carry out work forming part of the Services

FEES

- 9.1** Subject to any special terms agreed, the Client shall pay the Supplier's quoted fee, together with any additional sums which are agreed between the Supplier and the Client for the provision of the Services or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client
- 9.2** All sums payable under these Conditions unless otherwise stated are exclusive of any applicable Value Added Tax and other duties or taxes which the Client shall be additionally liable to pay to the Supplier
- 9.3** The Supplier reserves the right, by giving notice to the Client at any time, to increase the fee for the Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information or instructions
- 9.4** The Supplier reserves the right to charge additional fees, such fees having regard to the extra cost to the Supplier of performing the Contract, where any weekend or night working is requested by the Client and agreed by the Supplier or any other request is made by the Client of the Supplier which has not been provided for in the agreed Services
- 9.5** The Supplier shall be entitled to invoice the Client monthly during the Contract, or at other times agreed with the Client in writing
- 9.6** The Client shall pay the Supplier's invoice together with any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Supplier's invoice
- 9.7** The time of payment of the price shall be of the essence of the Contract:
"We understand and will exercise our current right to claim interest and damages as set out as compensation under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to the agreed credit terms"
- 9.8** If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest accruing daily on the outstanding amount (both before and after any judgment) at the rate of 8% plus the current Bank of England base rate after the due date of the invoice until the outstanding amount is paid in full
- 9.9** If the Supplier finds it necessary to use solicitors or other professional parties to recover any fees in connection with these Conditions, or in dealing with any breach of these Conditions by the Client, the Client will be required to pay for the costs incurred by the Supplier and shall indemnify the Supplier in respect of the full amount of the same regardless of any court decision as to the liability for costs
- 9.10** Services to be provided outside the United Kingdom will be at an additional charge to be notified to the Client

TERMINATION

- 10.1** Either party may terminate the Contract at any time by giving not less than 30 days written notice, and
- 10.1.2** Upon termination by the Supplier, the Client shall immediately pay to the Supplier all arrears of payments due under invoices delivered together with all sums due to the Supplier for Services rendered up to the date of termination
- 10.1.3** Upon termination by the Client, in addition to 10.1.2 the Client shall fully indemnify the Supplier against all costs and expenses incurred by the Supplier together with liquidated damages equivalent to 25% of the Contract price
- 10.2** Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed
- 10.3** The determination of the Contract shall not affect or prejudice the rights and remedies given to the parties under the terms of the Contract

- 10.4** If the Client is a Consumer then the Client will be deemed to have instructed the Supplier in accordance with clause 3 of these Conditions
- 10.5** If the Contract has been entered into as a Distance Contract and the Client is a Consumer then the Client has a right to cancel the Contract within 14 days of instructing the Supplier without giving reason. Such cancellation should be made in writing. A model cancellation form will be provided to the Client which the Client may use (though is not obliged to)
- 10.6** If the Contract has been entered into as a Distance Contract and the Client is a Consumer and cancels in accordance with clause 10.5 of these Conditions, the Supplier will reimburse any payments received from the Client (unless the Client has provided express written permission for the Supplier to be working in accordance with clause 10.7 of these Conditions). Such payment will be made without undue delay and not later than within 14 days of receipt of the Client's written cancellation
- 10.7** If the Contract has been entered into as a Distance Contract and the Client is a Consumer and requires the Supplier to carry out any work within the 14 day period pursuant to clause 10.5 of these Conditions, then the Client must supply the Supplier with its express written permission before the Supplier can undertake such work. For the avoidance of doubt, checking any box on the Supplier's quotation requesting that the Supplier begins work within the 14 day period shall be deemed express written permission
- 10.8** If the Contract has been entered into as a Distance Contract and the Client is a Consumer and provides express written permission for the Supplier to commence work pursuant to clause 10.7 of these Conditions, and the Supplier has completed the work as instructed, then the Supplier is entitled to charge all fees payable in accordance with clause 9 of these Conditions
- 10.9** If the Contract has been entered into as a Distance Contract and the Client is a Consumer and provides express written permission for the Supplier to commence work pursuant to clause 10.7 of these Conditions, and the Client cancels before the Supplier has completed the work as instructed, then the Client shall pay the Supplier an amount which is in proportion to what has been performed until the Client communicated their cancellation of the Contract

GENERAL

- 11.1** These Conditions (together with the terms, if any, set out in the quotation) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law
- 11.2** Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed to have been received by the addressee within two working days of posting or 24 hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee
- 11.3** No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision
- 11.4** Any obligation upon the Supplier to provide Services shall be suspended during such time as the capacity to provide the same is prevented or hindered due to any cause beyond the Supplier's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Supplier's reasonable control:
- 11.4.1** Act of God, explosion, flood, tempest, fire or accident;
- 11.4.2** War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 11.4.3** Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 11.4.4** Import or export regulations or embargoes;
- 11.4.5** Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party);
- 11.4.6** Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 11.4.7** Power failure or breakdown in machinery
- 11.5** The Client shall not assign or purport to assign or transfer the Contract or the benefit thereof to any other person whatsoever
- 11.6** The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract
- 11.7** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected
- 11.8** This Contract shall be governed by the laws of England, and the Client and Supplier agree to submit to the exclusive jurisdiction of the English courts.
- 11.9** Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract
- 11.10** Any dispute arising under or in connection with these Conditions or the provision of the Services it shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or (in default of agreement within 21 days of the service upon one party of a written request to concur in such appointment) by the President of the Association of Noise Consultants.