

19/11/2025

Your Reference:

Our Reference: ordetoplace/SGQT-21251/1/#/0/laura.baker

Thomas Disley
Kier Construction - North & Scotland
3rd Floor
Optimum House
Clippers Quay
Salford
M50 3XP

For the attention of: Thomas Disley

Project Name: 402633 - Orchard House (Varley Street) SEND School M40 8DP - Orchard House (Varley Street) SEND School, - Cycle Shelters

We are pleased to enclose our proposal for your consideration regarding the above project.

Please find attached: -

- Our **QUOTE SUMMARY TABLE** for your convenience and price review/comparison.
- Our **FULL PRODUCT SPECIFICATION** for further details of the items quoted.

Please ask about our “KIER: VALUE FOR MONEY PROMISE” where we will beat ANY like-for-like product prices. If you think you have a better equivalent offer, please get in touch and we’ll beat it!

For more information about Broxap please visit our page on the Kier Procurement hub <https://kier.sharepoint.com/sites/Procurement-Hub/Preferred%20Supplier%20Catalogue/SitePages/Broxap.aspx> or to raise a PSSC purchasing ticket, email this quotation to: PSSC.PurchaseEnquiries@Kier.supportsystem.com

Should you require any further assistance please contact myself on [REDACTED].

We will contact you shortly to discuss this proposal in more detail.

Yours sincerely,

Laura Baker
Senior Project Sales Manager

[REDACTED]
[REDACTED]
[REDACTED]

Enclosed, quotation number; SGQT-21251/1/#/0/laura.baker

19/11/2025

Quotation Reference №:SGQT-21251/1/#/0/laura.baker

For the attention of: Thomas Disley, Kier Construction - North & Scotland
Project Name: 402633 - Orchard House (Varley Street) SEND School,
Your Contact at Broxap is: Laura Baker on 01782 571652

Item Code	Item Name	Quote Summary	Qty	Unit Price	Disc%	Total
BXMW/S/WAR	Broxaps Wardale Shelter		2	£1,700.00		£3,400.00
BXMW INSTALL	Installation Service		1	£1,744.00		£1,744.00
BXMW Carriage	Carriage Charge		1	£647.00		£647.00
MCDSTAT	Main Contractors Discount		1			
BXPT	Payment Terms		1			
Grand Total excluding any optional extras						£5,791.00

If you have any questions or wish to discuss this proposal in more detail, please contact:-
Laura Baker - Senior Project Sales Manager Sales

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If you think you have a better equivalent offer, please get in touch and I'll beat it!**

For more information about Broxap please visit our page on the Kier Procurement hub <https://kier.sharepoint.com/sites/Procurement-Hub/Preferred%20Supplier%20Catalogue/SitePages/Broxap.aspx>
or to raise a PSSC purchasing ticket, email this quotation to: PSSC.PurchaseEnquiries@Kier.supportsystem.com

Subject to Contract

Any order arising from this proposal shall be based on Broxap's Terms and Conditions of sale, which are available to view on our website www.broxap.com.
Prices shown are net & exclusive of VAT. E&OE; prices are considered to be correct on the date of issue, should errors in pricing or any increases in costs quoted be discovered, we reserve the right to re-cost our offer. Payment: Subject to account status and final order value, advance payments may be required. Should the delivery date of the goods be delayed by the Customer, we reserve the right to invoice for goods and services undertaken to date, and payment will become due for the work(s) completed and invoiced. Any product images may differ in finish or specification to that stated within the item description.

Full Specification Table Sheet 1 of 2

Code	Product	Qty	Unit Price	Disc%	Total
BXMW/S/WAR	<p>Broxaps Wardale Shelter at 3000mm long Shelter Dimensions : 3000 (l) x 2140 (w) x 2150 (h) Roof Cladding :4mm PETg UV ClearView End Cladding : 4mm PETg UV ClearView Cladding Colour: - Clear as standard Fixing Type : Submerged Baseplates Finish to Framework: Galvanised to BS EN ISO 1461:2022 and Powder Coated Colour: Stock BS/RAL TBC Gate Required : No Supplied to Site Flat Packed Ground Area : Length x Width of Shelter + 500mm Minimum</p> <p>Cycle stands are already existing on site.</p>	2	£1,700.00		£3,400.00
					
BXMW INSTALL	<p>Installation post sale – 402633 Installed by DBS checked & CSCS qualified operatives.Fee includes for the installation of the following products:</p> <p>2 x 3mtr Wardale Cycle Shelters</p> <p>Installed onto suitably prepared foundations/base by others. Access: assumed that safe consolidated access can be easily achieved within 20m to area of works from the laydown area (please note our delivery vehicle allowances). Plant Allowances: None Following the installation of your product we will remove all plant and packaging (excluding timber pallets these can be removed if required P.O.A.)All works to be completed during normal working hours – Mon to Fri – 8am to 5pm unless expressly agreed otherwise</p>	1	£1,744.00		£1,744.00
BXMW Carriage	<p>Carriage for the following items: Rigid with Moffet 2 of BXMW/S/WAR Carriage Charge Excludes offloading and/or delivery vehicle accreditation unless stated.</p>	1	£647.00		£647.00
MCDSTAT	<p>*Please Note: The above prices are nett - Main Contractors Discount has been deducted - therefore no further discount to be taken*</p>	1			
BXPT	<p>Subject to account status and final order value advance payments may be required.</p>	1			

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Full Specification Table Sheet 2 of 2

Code	Product	Qty	Unit Price	Disc%	Total
Grand Total	Excludes all optional extras				£5,791.00

If you wish to discuss this proposal in more detail, please contact me: -



Subject to Contract

Any order arising from this proposal shall be based on Broxap's Terms and Conditions of sale, which are available to view on our website www.broxap.com. Prices shown are net & exclusive of VAT. E&OE; prices are considered to be correct on the date of issue, should errors in pricing or any increases in costs quoted be discovered, we reserve to right to re-cost our offer. Payment: Subject to account status and final order value, advance payments may be required. Should the delivery date of the goods be delayed by the Customer, we reserve the right to invoice for goods and services undertaken to date, and payment will become due for the work(s) completed and invoiced. Any product images may differ in finish or specification to that stated within the item description.

Basis of Offer (Iss61 – 18Sep2023/JB)

Individual qualifications from those below may have been superseded within the quotation lines, this will be clearly stated where applicable. Unless clearly stated otherwise these assumptions shall apply, variation to which may require a price revision. For any areas requiring inclusion, further clarification or discussion please contact us.

Quotation & Price(s)

- 1.1. This offer is spot priced as of the date of the quotation, on the assumption that materials for manufacture can be procured at the costs estimated on the date of issue. Should there be an increase in costs of the materials or services quoted within proposal, before or after making any Contract, we reserve to right to re-cost accordingly.
- 1.2. Acceptance of the prices from this proposal shall constitute acceptance of these assumptions, wherever relevant.
- 1.3. For contracts where the normal rules of VAT apply, then all prices shown are exclusive of VAT (and/or other duties).
- 1.4. Notwithstanding any Bill of Quantities, Specifications and/or the Drawings supplied by the Customer, the dimensions, descriptions, and material specifications from this offer outlines our proposal.
- 1.5. To assist with your cost comparisons, any Form of Tender, Activity Schedule and/or Bill of Quantity documents supplied by the Customer and completed by Broxap, are submitted for convenience and quick referral only and shall not form part of any potential contract arising from that process.
- 1.6. Changes to the quantities, specification, methods and/or sequence of construction, may result in costs being charged as a variation. Instructions without agreement on costs may not be accepted, any references to such instructions can only be undertaken once costs and programme variations are agreed.
- 1.7. Should errors in pricing or arithmetic be discovered as part of this offer, at any stage, or for any discoveries found during any phase of the project, which were not previously made aware to us, we will be afforded the opportunity of amending our price to correct such errors or omissions or withdrawing from any part of that product/service.

2. Descriptions & Finish

- 2.1. This offer is being made without guarantee of adherence or compliance to the content of any enquiry received. For any non-compliance(s) between our offer and the enquiry then our specifications take precedence.
- 2.2. Should any alternative specification(s) be required to those stated within our offer, or in these assumptions, then details should be forwarded to Broxap for review.
- 2.3. Where stated as an inclusion, fabricated mild steel parts will be hot dip galvanised to BS EN ISO 1461:2009.
- 2.4. Decorative coloured coatings onto galvanised substrates shall be to our standard polyester powder coating with a typical dry film thickness of 60µm to c.120 µm. A duplex coating, for use in areas of high salinity or pollution, is available for a supplemental fee. If a specific finish needs to be considered, then the specific details (i.e., Z-clauses) must be forwarded to us for a revised quotation.
- 2.5. The grade and finish specification and any items/products quoted that are of stainless-steel construction shall be as described within our offer. No consideration shall be made for post installation specialist clean and passivation, or specialist polishing unless stated as an inclusion.
- 2.6. The customer is responsible for understanding the grace, species and treatment for any timber element(s), as described within our offer, and for gaining client acceptance/approval for the suitability of these within any subsequent order.
- 2.7. No allowance is made for supplementary enhanced flame-retardants treatments, or measures, unless stated otherwise.
- 2.8. The customer is responsible for understanding our offer and for ensuring that approval of any “non-compliances” or other assumptions contained within our proposal, which differ from the enquiry, are obtained from the client prior to ordering.

3. Site Survey & Services

- 3.1. Notwithstanding any site meeting or information received, this offer is made on the basis that no formal site appraisal has taken place. An additional cost may apply if the site features obstacles that have not been considered; *inter alia* buried services, specialist surfacing, old foundations, high-water table, ground liable to flooding, hazardous materials.
- 3.2. Broxap’s “Site Survey” is defined as; Dimensional measure of existing ground & buildings; CAT scan to detect “live” underground hi-voltage cables; location of existing visible drainage; and an assessment of access to the area of works.
- 3.3. If commissioned to undertake Site Survey, Broxap will require all areas of work to be accessible for surveyors.
- 3.4. A date for the survey will be proposed following confirmation of the readiness of the site, with full and free access, an out of hours contact and formal acceptance of your order by Broxap.
- 3.5. Surveying appointments will be arranged and formally confirmed for a mutually agreed time. If our surveyors attend but are unable to complete (due to reasons beyond our control), then the costs associated with the aborted visit will be charged, and an additional cost must be agreed before any revisit(s).
- 3.6. Typical exclusions from our Site Survey are; tracing drains or ducts (including empty ducts) and disused services; service connections; inaccessible manhole covers; working in areas that are unsafe or not practical; telephone/communications and data cables; and geotechnical and ground-bearing pressure assessments.
- 3.7. In respect of CDM and under the guidance of the HSE publication “Avoiding Danger from Underground Services”, the client/landowner is obliged to provide to Broxap any information that will assist in the identification and routing of buried services.

- 3.8. If a Site Survey is not procured by the Customer, or where “as built” or other site information is provided to Broxap by the Customer, the Customer accepts that the risks associated to any non-fitment of products/parts.

4. Ground Conditions, Foundations & Drainage

- 4.1. Unless stated, all foundations are to be constructed by others.
- 4.2. The design of any builders’ works in connection with our products will be provided by others. For bespoke designs we will provide loadings/reactions at column bases (once determined), and/or for pre-designed products we will provide general arrangement drawings for analysis and engineering by others.
- 4.3. Where builders’ works (e.g., foundations or critical points of interface) are designed and constructed by others, without the input of Broxap, professional fees for engineering validations shall be recoverable at the Chargeable Rate(s) stated in 20.1
- 4.4. Where cast-in cone anchor bolts are listed within our offer then we assume that the Customer shall install these bolts/cluster arrangements into their foundations, without charge to Broxap, to the set-out information provided by us.
- 4.5. Where pre-cast foundations exist, a typical post-drill fix solution is presumed; the Customer will assist with any temporary works, if required. Resin anchors are not included and if these are required, we reserve the right to re-cost the installation services.
- 4.6. Any holding down anchors or first-fix brackets, installed by others, shall be in accordance with tolerances stated in our drawings/design information.
- 4.7. Pad foundations are typically assumed to be ~200mm (no more than 300mm) from FFL to top of foundation, except for Tensile Fabric Structures (BXTS codes), which are assumed to be 450mm below FFL. The top of any foundation is to be entirely exposed prior to our installation.
- 4.8. Slab foundations are assumed to be flat and without gradient.
- 4.9. Visits for Broxap to survey client foundations are chargeable, pricing shall be based on site postcode and quantity of footings.
- 4.10. No provision has been made to the presence of reinforcements in existing foundations or any other specialist drilling/coring.
- 4.11. Broxap can size pad or slab foundations if required. Any undertaking to design and/or construct foundations will be clearly itemised within our quotation. It is assumed that a ground bearing pressure of 100kN/m² will be achieved in the existing substrate and that excavations shall be free from services, contaminated/hazardous materials and shall be a “soft dig”. Any ground investigation (“GI”) report(s) provided will not have been considered unless expressly stated within our quotation detail.
- 4.12. Should our foundation design need to consider a “GI” report, this is to be issued for us to calculate the professional fees for acceptance. Any fee will be limited to a review of trial hole information (near to column locations); specifying of the grade of concrete to be used; and, if Broxap are the constructors of the foundations, a review of the site-specific contamination results.
- 4.13. Any foundation design, as per 4.11 or 4.12, shall be restricted to the sizing and the grade of a concrete mass. Any other design considerations for civil engineering (e.g., other structures, services/ducting or other landscaping) will not be considered.
- 4.14. Any preliminary specification or dimensions stated by Broxap for any foundations is subject to detailed design.
- 4.15. Rainwater goods/downpipes (if included in our offer) shall discharge at ground level. The gutter and any RWP’s will be designed to the flow rates of BS EN 12056-3:2000.
- 4.16. Making good the finished ground level/floor surface(s), after installation, is the responsibility of others.

5. Concept Designs & Design Assumptions

- 5.1. Concept drawings or illustrations submitted as any part of our proposal are to be considered RIBA Stage 2 detail. This commercially sensitive and confidential information is issued purely for the purposes of demonstrating our intent.
- 5.2. Concept designs are the exclusive intellectual property of Broxap and that these are protected by the applicable UK Design Registration Laws.
- 5.3. Broxap reserves the right to adjust our concepts during or before any detailed design stage.
- 5.4. Concept designs from this proposal, may not consider exposed areas (e.g., coastal or hillside) or locations of high altitude (150 metres above sea level). Snow drift from multi-storey adjacent structures may not have been considered.
- 5.5. Our offer may not consider the position of obstructions within the footprint/area of the canopy. Our repetitious optimum bay lengths will have been assumed, unless stated otherwise within our quotation. If we are asked to avoid such obstructions (e.g., door and window positions, inspection covers, buried services etc.) then we reserve the right to re-estimate our offer.
- 5.6. For orders arising from this offer, Broxap’s “design” remit is considered as being limited to the “engineering” of the details produced by the client’s professional design team or the project principal designer, or from the client’s instruction(s).
- 5.7. To provide project-specific detailed design information it will be necessary for Broxap to formally commence with the design work under an instruction from the Customer, who shall fund the commission. The charge for this is typically 15% of the overall quotation sum.
- 5.8. All design and engineering work shall be invoiced upon completion of those works.

6. Design Approval

- 6.1. For bespoke design projects, following our acceptance of your order, we will provide an Approval Issue drawing.
- 6.2. Unless stated otherwise design works shall generally be to “BIM Level 0” i.e., 2D, AutoCAD drafted (pdf output) files with no BIM Product Data. Should the project require higher than BIM Level 0, the customer shall forward their project specific EIR, AIR and BEP for an accurate cost to be proposed.
- 6.3. Where applicable Approval Issue drawings will be sent via email in ‘pdf’ format for acceptance or comment(s) by the client. Minor redrafting up to first revision will be accommodated. For extensive re-draws, additional charges will apply.
- 6.4. For bespoke projects, drawings shall be approved by the client prior subsequent activities (i.e., manufacture etc.). “Approval” means that drawings will have been examined and approved by the Customer, regarding dimensions/details and technical specification/content. All approvals granted, will be treated as all-encompassing and final. Amendments after formal Approval may give rise to cost and programme implications.
- 6.5. Where our offer contains pre-designed shelters (from our standard range), if these are to be subject to a building control process and are to conform to the “live” loadings and deflections stated in the Euro-norms they will need to be assessed for the project postcode. We will assist by supplying drawings, on receipt of an order, for others to analyse.
- 6.6. As an alternative to 6.5, Broxap Ltd can assess its pre-designed product(s) and provide the necessary calculations for a professional service fee. If included, this will be clearly shown on our quotation. If you do not require us to provide this service, please refer to paragraphs 7.4; 7.5; and, 7.6.
- 6.7. The engineering review (as per 6.5 & 6.6) may determine that shelter section sizes or connections need to be modified, which may affect the product costs shown on this quotation.

7. Technical Design

- 7.1. When undertaking bespoke canopy design work, Broxap will consider the live service loads for the roofing assembly and structural members. No consideration will be given to assess the impact of vehicular traffic, as described in BS 6180:2011.
- 7.2. The pitch on any angled roofs shall be set to a typical gradient of 5°.
- 7.3. In the event of a wall mounting fixture being required the loadings will be supplied during our Technical Design phase for the mounting points. It is the responsibility of the client’s engineer to ensure that the wall can sustain the loadings. Any requirements for first-fix brackets shall be by others. It is assumed that Broxap will have the opportunity to coordinate the canopy-to-bracket design connection.
- 7.4. Whilst our designs may be subject to an independent structural engineering review, requirements for fully written structural calculations are typically excluded.
- 7.5. Building warrant applications, S.E.R. Certification or Verification and/or other specialist building works processes (e.g., planning permissions, local authority fees, building control fees) are typically excluded.
- 7.6. Material grades or specifications (BS/EN/ISO) listed in the Customer’s enquiry may have been superseded, or not considered, in this proposal. Should there be specific design requirement, where a grade, nominated part or other specification from the enquiry must be included, the Customer shall make this known for confirmation of its inclusion.
- 7.7. No time consideration is made to Broxap’s participation in any electronic document control system. It is assumed that relevant works package information will be issued by the Customer.
- 7.8. We assume that access for end user cleaning and maintenance will have been risked assessed and considered by others.
- 7.9. This offer does not include thermal and dew point calculations, nor does it include any thermal breaks.
- 7.10. No consideration is given to end user requirements for hi-visibility features (e.g., column banding or screen manifestations etc.). Where stated as an inclusion, visually contrasting vinyl manifestations shall be applied to one face of vertical glazing.
- 7.11. Broxap warrants that it will perform the design services quoted for with reasonable skill and care.
- 7.12. Bird roosting measures are typically not considered.
- 7.13. Any reference to “Design Life” in relation to this proposal shall mean Structural Design Life, which considers wind and loading actions from a statistical mean period of 50 years.

8. Electrical Interfaces & Assumptions

- 8.1. Unless stated as an inclusion, all M&E works shall be by others.
- 8.2. The open hollow sections from our products may provide passive provision/containment for services. Broxap does not include any provision for the integrity of the cavity or suitability for containment.
- 8.3. No allowance is made for draw wires or access hatches.
- 8.4. Where Broxap is supplying and installing electrical components, our electrician will use black or white plastic conduit, which will be mounted externally to the structural members.
- 8.5. Electrical hardware installations, which are stated as an inclusion within our offer, shall be installed and terminated in line with the guidance outlined within the latest revision of BS7671.
- 8.6. It is assumed that suitable enabling works, to bring the adequate feed into the envelope of the structure, is carried out by others and that connection to a fused spur will be locally available.

Basis of Offer (Iss61 – 18Sep2023/JB)

Individual qualifications from those below may have been superseded within the quotation lines, this will be clearly stated where applicable. Unless clearly stated otherwise these assumptions shall apply, variation to which may require a price revision. For any areas requiring inclusion, further clarification or discussion please contact us.

- 8.7. Mains' connections, distribution boards and/or overall electrical design certification shall be by others.
- 8.8. We assume that any requirements for lighting control shall be a switched supply from existing services. No consideration for timers, dusk to dawn sensors or emergency lighting is made.
- 8.9. Any inclusion of CCTV shall be designed by others. In the absence of any specification, we will make proposals for acceptance, these may not consider 'field of view' or other design requirements.
- 8.10. Lightning protection, supplementary bonding, surge protection and connection into existing fire alarms / security systems are not typically considered.

9. Site Access & Delivery

- 9.1. The unloading area and/or area of work shall be accessible and capable of supporting the loads imposed by Broxap's delivery vehicles, including up to a 17m trailer for extended periods.
- 9.2. Broxap's transport charges typically exclude mechanical offloading. It is assumed that the Customer will provide mechanical offloading where required. Any offloading is expected to be achieved within a 60-minute period, after which time demurrage and standing charges may apply.
- 9.3. Where Broxap's installation service has been included, unloading shall be via manual-handling techniques, if reasonable to do so.
- 9.4. No allowances are made for a fall arrest system on Broxap's delivery vehicles. Where fall-protection "AirDeck" bags are a site/customer requirement, we assume that these will be made available without charge, prior to each of our deliveries.
- 9.5. Notwithstanding 9.2 and 9.3, if the area of works is >20 metres from the unloading area the customer shall provide any horizontal and vertical distribution.
- 9.6. Broxap assumes a suitably sized lay-down area (10m x 20m) will be made available near to area(s) of installation i.e., not significantly further than 20m.
- 9.7. No consideration has been made within any delivery charges for providing FORS accredited transportation or ULEZ requirements.
- 9.8. The Customer shall take responsibility for the cost, planning and co-ordination of any traffic management, including pedestrians.
- 9.9. For supply only contracts, the Customer is responsible for the safe-keeping and insurance of the Goods from the time of delivery. The same shall apply for supply and installation contracts, in the event where the delivery date precedes our commencement date.
- 9.10. No allowances are made for wheel washing of delivery vehicles when leaving/arriving onto the delivery access roads.
- 9.11. Deliveries are assumed to be limited to a single location per "CARRIAGE" line/item, as quantified and described within our quotation. Additional deliveries for multiple locations or 'split' loads will require recalculation.

10. Area of Works & Installation Labour

- 10.1. The Customer is to provide safe, consolidated access to the area of works and provide free parking for Broxap's staff/operatives.
- 10.2. The Customer is responsible for exclusion and/or collapse zones for plant, site personnel and pedestrians during our installation.
- 10.3. Broxap will submit Method Statements and Risk Assessments for acceptance and approval prior to commencing with works.
- 10.4. Prior to Commencement, Broxap will issue a formal Pre-Attendance Notice ("P.A.N.") that the Customer will be required to accept and return, including confirmation of any "As Built" foundations and any other enabling work(s) carried out by others.
- 10.5. Our offer to carry out the works assumes that the following facilities will be provided without charge; edge protection for excavations; statutory safety, health, and welfare facilities; 110-volt single-phase supply; attendance out of hours working; use of skips; permission to photograph/document site works; and a 'hot desk'.
- 10.6. Unless noted otherwise, all steelworks will be erected to the tolerances stated within the "National Structural Steelwork Specification for Building Construction (7th Edition)".
- 10.7. Allowances have been made for a typical 30 to 60-minute induction on-site prior to commencing with works. Inductions outside of this assumption must be outlined and may need to be re-cost.
- 10.8. Except Playground and Safety Surfacing operatives, Broxap site workforces hold Construction Related Occupation CSCS cards (Green 'Labourer' cards min.). If a specific tradespersons' card, qualification, or any other pass/certificate is required, this should be outlined by the Customer for cost consideration.
- 10.9. SSSTS trained staff can be supplied to supervise Broxap's operatives on site, subject to team selection/availability.
- 10.10. Our site operatives employ a Confirmation of Verbal Instruction "CVI" protocol. Where our operatives are instructed to carry out works that differ to the approved RAMS, or agreed design/scope, then the Customer will be expected to sign a CVI form to record the instruction.
- 10.11. No allowance has been made for participation in any contractor specific occupational health scheme or check-up/induction.
- 10.12. Our tender is based upon all works being carried out in one continuous visit, or as stated otherwise. Re-mobilisation costs for multiple phases/visits may be required.
- 10.13. The finished installation will be wiped to remove excess, visible surface dirt/grease prior to our handover.
- 10.14. The protection of any decorative coating shall be responsibility of Broxap until the installation is handed over (in part or in full) to the Customer. If compromised prior to handover, then any superficial damage shall be repaired locally by us during/post installation.
- 10.15. On handover of our works an authorised representative is required to sign a "Practical Completion" certificate.
- 10.16. A return visit for a post-handover clean, decorative coating repair or any other repair, can be quoted for supplemental to this offer.
- 10.17. Branded plates/labels are included on all products installed to direct end users to our O&M documentation (via a QR Code) to www.broxap.com/maintenance.

- 10.18. The Customer shall provide all reasonable out of hours security to protect our works/equipment/material.
- 10.19. This offer is based on normal working hours (i.e., business days Mon - Fri, 08:00 to 17:00). Task lighting has not been considered.
- 10.20. In an event where our site works are aborted or stood down, with less than 3 business days prior to the agreed start date, Broxap will issue an Early Warning Notice (EWN) with implications to cost and/or programme. Re-programming may be unequal to the initial delay.
- 10.21. To avoid aborted and de-mobilising costs, our operatives can be requested to stand down whilst impediment or issue is reviewed and resolved. Standing time, due to reasons outside of Broxap's control, will be charged the rates stated in paragraph 20.1.

11. Access Equipment & Plant

- 11.1. It is assumed that installation shall be achieved via the use of manual handling techniques, via access towers, where it is deemed to be safe to do so, in line with Broxap's RAMS.
- 11.2. For cladding and/or glazing operations, we assume that our controlled-process and safe-working practice(s), using access towers will be suitable.
- 11.3. Any roof access that may be required, where the use of harnesses cannot be feasibly achieved, for any fall restraint systems (such as edge protection or scaffolding around the perimeter of canopy eaves) shall be design, supplied, installed (and removed) by others – as provision for this is expressly not included within our offer.
- 11.4. Any allowances for mechanical lifting of materials, if deemed to be required by Broxap, shall be itemised within the Installation Services description(s) within our quotation table.
- 11.5. Where the use of a Telehandler is stated as an inclusion, a driver with the relevant category training and CPC card shall be provided. This may be used for distribution, suspending loads or other lifting, including erection of structural members. Should an alternative means of hoisting or lifting be required the Customer is to outline its preferences.
- 11.6. Clear, unrestricted access for all materials, plant and labour is assumed for routes to, from and around the Area of Works.
- 11.7. All asset protection (e.g., flooring/surfacing) is by others.
- 11.8. Any allowances for cranes are defined within our offer. If stated as a "Contract Lift" price, this shall include crane, driver, the lift plan, and supervisor (i.e., an Appointed Person "AP").

12. Credit Rating, Payment & Valuations

- 12.1. Subject to the final contract sum, the credit status with our underwriter at time of order and any proposed project programme, advanced and/or staged payments may be required.
- 12.2. Outside of any agreement under 12.1, the payment terms referred to in Broxap's standard Terms and Conditions of Sale shall apply (these being fixed at 30 days from the date on which the Goods and/or Services were delivered and the time for payment being of the essence).
- 12.3. For new customers, customers with lapsed trading accounts or where insufficient credit is available, advanced payments, possibly including 100% proforma invoices payments, will be proposed prior to any order acceptance.
- 12.4. Payments via cloud-based software (such as "Payapps"), which carry administration charges for payment applications (e.g., £30 per application), these shall be charged back to the customer on a per transaction/per application basis.
- 12.5. Should, for whatever reason (other than a delay by Broxap), the confirmed delivery date be delayed, we reserve the right to invoice for goods and services undertaken and payment will become due for the work(s) completed and invoiced.
- 12.6. Payments must be made for offsite materials, which shall be vested to the Customer. Goods that are vested and paid for shall be 'stored' by Broxap for up to 7 days without charge.
- 12.7. In the event where the 7-day period from 12.5 lapses, or in cases where we are requested to delay despatch, due to reasons beyond our control (e.g., site or depot space issues), then storage will be charged daily at £12.00 per day for a single pallet space (1mx 1.2m), and £20.00 per day for a double pallet space. Larger pallets, and unpalleted goods, shall be measured on a "number of pallet spaces" pro-rata basis.

13. Programme

- 13.1. A Programme of Works will be proposed following our acceptance of a Customer's order. Creation of the programme is subject to the receipt of all information from the Customer.
- 13.2. Any preliminary programme supplied in advance of any potential arrangement is for information and is Subject to Contract.
- 13.3. Broxap does not accept contract clauses containing "time is of the essence" in relation to delivery of goods or services.
- 13.4. Broxap cannot be held responsible for delays caused by adverse weather conditions or "Inclement Weather".

14. Customer Enquiry & Quote Acceptance

- 14.1. Notwithstanding any Bill of Quantities, Specifications and/or the Drawings supplied by the Customer, the dimensions, descriptions, and material specifications from this offer take precedent.
- 14.2. Any changes to the quantities, specification, methods and/or sequence of construction provided by the Customer or any of its consultants after the date of acceptance may result in these additions and any associated costs being charged as a variation.

15. Bonds & Insurances

- 15.1. No allowance has been made for providing any Bond.
- 15.2. Broxap is insured to the following amounts, which can be varied on a specific agreement/contract.
- | | |
|---|------|
| Employers Liability | £10m |
| Professional Indemnity | £5m |
| Contracts Works | £5m |
| Public/Product Liability (in one claim) | £20m |

16. Liquidated Ascertained Damages (L.A.D.s) & Other Risk

- 16.1. Broxap assumes that Liquidated Ascertained Damages shall be "Nil" for any contract arising from this offer
- 16.2. Where L.A.D.s must be included these shall be limited to a maximum of 5% of our Contract sum (i.e., 1% per week for a maximum of 5 weeks). In this instance, this offer will be reviewed to consider the risk. Any acceptance or inclusion of such risk shall be subject to review should the programme be delayed for reasons outside of Broxap Ltd.'s control.
- 16.3. Any other Contra-charges shall be limited to 5% of our contract.
- 16.4. No allowance has been made to any other 'risk'.

17. Retention

- 17.1. Allowances for a Retention are not considered.
- 17.2. The initial defects liability period, of 12 months' following our practical completion, is covered by Broxap standard Warranty, which negates the need for the administration and cost of a retention percentage. Broxap's Warranty clause(s) from its [Terms and Conditions](#) should be referred to.
- 17.3. Where Retentions are to be included these can only be applied to contracts greater than £50,000 and shall be limited to 3%, in which case(s) our offer sum will be subject to a review.
- 17.4. Retention release dates, where included, shall be triggered by Broxap's "practical completion" (10.14) for the first payment half and 12 months' thereafter for the balance.
- 17.5. Legislation in construction contracts determines that the release of any retention monies that are agreed in the terms of a contract must be linked to an event in that contract. It is not possible to tie the release of retention monies to events in any other contracts (including any Main Contract).

18. Warranty Agreements

- 18.1. Our insurance will indemnify us for claims arising out of liability assumed under the standard Collateral Warranties published by the British Property Federation and the Construction Industry Council. Modifications to these standard forms of warranty will require a review prior to acceptance, which may be subject to a nominal fee (£500). Subrogation clauses will not be accepted.
- 18.2. Collateral Warranties can be agreed to in principle, subject to comment by Broxap's insurer.

19. Terms and Conditions

- 19.1. Any Order arising from a Customer's acceptance of this offer will be based on Broxap Ltd.'s standard Terms and Conditions of Sale. Broxap's Terms and Conditions are publicly accessible on www.broxap.com/Terms_and_Conditions (Pg 1). Posted hard copies or electronic PDF copies are available on request; in having contacted Broxap with their enquiry the Customer is deemed to have reviewed and accepted these terms.
- 19.3. Alternative Forms of Contract may be considered for orders greater than £7,000 net. The proposed contract shall be presented to Broxap with any subcontract particulars for consideration and review. Any contract must be signed by a Director(s) of Broxap Ltd, only then shall it be binding.
- 19.4. Further to 19.3, any pre-let meeting or proposed subcontract form arising from this offer, will need to make known the project specific particulars. If these undermine or conflict with our assumptions, such clauses/particulars will need to be removed. Alternatively, clauses may be suitably qualified, in which case we shall review our tender rates to reflect the agreed outcome.
- 19.5. For any subcontract order entered into between us and any prospective customer, it is assumed that liability shall be limited to six years from the date of completion and that the contract of engagement shall be executed "under hand" where applicable.
- 19.6. Though we may have taken receipt of an outline, generic or draft form of contract within an invitation to tender, our offer is made without specific consideration to this. These pricing considerations capture our assumptions in full, unless stated otherwise within any covering email or quotation line.

20. Chargeable Rates

- 20.1. Rates for any requirements over and above the contract sum (travel time and expenses are not included):
- | | |
|--------------------------|-----------------|
| Director | £140.00 per hr. |
| Structural Engineer | £130.00 per hr. |
| Senior Designer | £100.00 per hr. |
| Contracts Manager | £95.00 per hr. |
| Project Draughtsman | £85.00 per hr. |
| Lead Surveyor | £80.00 per hr. |
| Site/Team Supervisor | £75.00 per hr. |
| Site Operative (skilled) | £75.00 per hr. |
| CAD Detailer | £65.00 per hr. |
| Site Labourer | £60.00 per hr. |

1.1.1 **GENERAL**
In these Conditions:
The following expressions shall have the meanings:
"Buyer" means the person or persons who order or purchase the Goods from the Seller.
"Goods" means the goods or services supplied by the Seller to the Buyer.
"Contract" means the contract for the supply of Goods and/or provision of Services by the Seller to the Buyer whether made verbally or in Writing.
"Date of Delivery" means the date on which delivery of the Goods or Services takes place pursuant to the Contract.
"Hazard" means any underground services, hazards, and impediments to reasonable digging conditions.
"Order" means an order placed by the Buyer for the Supply of Goods and/or provision of Services whether verbally or in Writing.
"Seller" means the person or persons who supply the Goods and/or Services to the Buyer.
"Services" means the work, installation, maintenance, services, or any of them to be provided and delivered by the Seller pursuant to the Contract.
"Site" means the premises or location nominated by the Buyer where Goods are to be delivered and/or Services are to be provided.
"Writing" includes facsimile transmission, electronic mail, and other comparable means of communication.

1.1.2 **ORDERS, ACKNOWLEDGEMENTS, CONDITIONS AND VARIATIONS**
Notwithstanding that the Seller may have given a detailed quotation or estimate either verbally or in Writing no Order shall be binding on the Seller unless and until it has been acknowledged in Writing by the Seller.
These Conditions shall apply to the Seller's supply of Goods and/or Services to the Buyer. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any Order, letter or form of contract sent by the Buyer to the Seller, whichever may be their respective dates, the provisions of these Conditions shall prevail.

1.1.3 **DESCRIPTION**
The description of the Goods and/or Services shall be set out in the Seller's quotation.
Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, pamphlets, brochures, or other documents shall be deemed to be part of the Contract. The Buyer is not guaranteed to be accurate and are intended merely to represent a general picture and/or quality of the Seller's products and services and shall not form part of the Contract nor be regarded as a warranty or representation in relation to the Goods.
If the Buyer wishes to order Goods in accordance with a particular grade or specification this should be stated in the Buyer's Order and any accompanying drawings, but the Seller reserves the right at any time without notice to the Buyer to change or modify the design, specification, or materials used in the design, drawing, illustration and/or particulars of any goods or materials used in their manufacture and to supply the Goods as so modified or substitute similar goods of equivalent type.
The Seller makes no representations as to the condition of the Goods, their fitness for purpose or the measurements or specifications of any Goods unless it is confirmed in Writing by the Buyer.

1.1.4 **DESIGN, BUYER'S PROPERTY AND INTELLECTUAL PROPERTY**
No right of ownership or interest in the Seller's patents, registered designs, trademarks, copyrights, or any other intellectual property owned by the Seller shall pass in any way to the Buyer in relation to the Goods or Services supplied under these Conditions. The Seller shall retain all rights in the intellectual property in relation to the Seller's patents, registered designs, trademarks, copyrights, or any other intellectual property and does not warrant or represent that any registered patents, registered designs, trademarks, copyrights, or any other intellectual property shall be assigned to the Buyer.
Where Goods are made or supplied to the Buyer's own specification, pattern or design or where standard goods of the Seller are altered in accordance with the Buyer's instructions the Buyer warrants and undertakes full responsibility for the design and the suitability of the design for the intended purpose. It is also acknowledged that such specification, pattern or design does not infringe any patent, trade mark, registered design, copyright or any other proprietary right of any third party and the Buyer shall indemnify and keep the Seller indemnified in full of any loss, damage, liability, or expense incurred by the Seller as a result of any infringement of any such patent, trade mark, registered design, copyright or any other proprietary right and the Buyer acknowledges that the Seller shall not be liable for any loss, damage, liability, or expense incurred by the Buyer as a result of any infringement of any such patent, trade mark, registered design, copyright or any other proprietary right for which the Goods prove to be unsuitable for whatever reason for application or use.
To the extent that the Seller has agreed in Writing to make patterns especially for the Buyer the same shall become the property of the Buyer when paid in full. Any replacement, alteration or modification of the Buyer's patterns or equipment shall be paid for by the Buyer.
The Seller shall have no responsibility for any loss of or damage to any equipment, or other items of the Buyer's property whilst on the Seller's premises arising from the use of the specification, pattern or design or default by any employee of the Seller or otherwise and the Buyer must arrange its own insurance at all times for such equipment.
The Seller shall have a general lien on all the Buyer's property in the Seller's possession for all sums due to the Seller and to be entitled to retain possession of, use, sell or dispose of such property as agent for and at the expense of the Buyer and apply the proceeds in and towards the payment of such sums on 28 days' notice in Writing to the Buyer. On accounting to the Buyer for any balance or any amount due to the Buyer, the Seller and the costs of sale or disposal, the Seller shall be discharged of any liability whatsoever in respect of the Buyer's property.

1.1.5 **QUOTATIONS AND PRICE**
The Seller's quotations are estimated and valid on the date of quotation and are provisional in so far as they are subject to alteration by reference to any changes in the price of raw materials, any item to be acquired by the Seller, or any change in the rate of exchange, rates of interest, or the exchange rate of the Site for the provision of the Services and any other circumstances beyond the Seller's control taking place between the date of the quotation and the Buyer's placing of an Order in respect thereof. For the avoidance of any doubt, the Seller is not bound to accept any quotation or order placed by the Buyer. The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the same or any part thereof caused by:
any increase in the cost of materials or services required by the Seller for the completion of the Contract; or
any increase in wages or production and manufacturing costs, taxes, duties and other overheads;
any other reason whatsoever beyond the control of the Seller (including but not without prejudice to the generality of the foregoing) fluctuations in exchange rates, or any other monetary factors, or the action of any government or any other authority or any labour problems.
The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract if the Seller becomes aware of facts or circumstances which give rise to the need for the Seller to supply additional Goods and/or Services which shall be dealt with in accordance with Condition 12.
Unless stated otherwise, the price set out in the Seller's quotation shall be inclusive of any value added tax, insurance, packaging, cost of carriage, and the cost of delivery of the Goods to the Buyer's site and the installation of the Goods (which for the avoidance of doubt shall be at the Buyer's sole risk and expense) and any additional charges incurred by the Seller including but not being limited to unloading charges, parking charges, local authority licences and charges for skips and plant hire.
Samples submitted to the Buyer will be payable by the Buyer unless returned to the Seller, carriage paid, within 1 month from the date of despatch. In instances where the Seller is unable to return the samples, the Buyer shall be required to submit samples for approval by the Buyer before manufacturing must in the Order which will only be commenced on receipt of such approval in Writing.
The Seller's quotation assumes reasonable digging conditions for the Goods and/or Services and the Seller warrants and undertakes that there are no Hazards in the area to be excavated. The Seller reserves the right to carry out a Site survey at the expense of Buyer upon the Buyer placing an Order and if the survey shows any Hazards the Seller shall advise the Buyer in writing of the nature of the Hazards and the Seller shall be entitled to refuse to supply the Goods or Services to the Buyer. The Seller's judgment of any Hazards is only a guide and the Buyer remains liable for the repair and/or movement of the Hazards.
The Buyer may request that the Seller carry out additional work to rectify any Hazards. The Seller is entitled to refuse such additional work. If the Seller accepts such additional work the Seller shall provide the Buyer with an estimate which the Buyer acknowledges may alter once the Seller provides it with a revised quotation. The Seller shall be entitled to refuse the cost of the work. The Seller reserves the right to withdraw from the Site and to enforce payment for completion of the Services.
The Seller's quotation assumes normal working hours of 8.00am to 6.00pm (excluding weekends) and the Seller reserves the right to increase the Contract price if work outside of these hours is required.
The Buyer warrants that all information supplied to the Seller is complete and accurate and the Seller reserves the right to amend the quotation and/or the Contract price or terminate the Contract in the event of any breach of this warranty.

1.1.6 **DELIVERY OF GOODS**
Delivery of Goods shall be deemed to be effected by the Seller, (a) where the Goods are delivered by the Seller, when the same arrive prior to unloading at the Site or (b) at the nearest point of delivery to the Site where the Goods are delivered by an independent carrier, at the time of loading onto the carrier's vehicle, (c) where Goods are collected by or on behalf of the Buyer at its servants or agents, when the same are collected or (d) in the case of Services which are deemed to be performed by the Seller, at the time of the Services.
Whilst the Seller will make every reasonable effort to complete the Contract by the estimated date of delivery, the Seller shall not be liable for any delay or acknowledgement of the Order, such date or dates shall only constitute the times by which the Seller expects to effect such delivery and if no time is agreed delivery and/or provision will be within a reasonable time but the time of performance of the Contract by the Seller shall not be the essence of the Contract, the Seller's failure to deliver and/or provide by the due date(s) shall not constitute a breach of Contract and the Seller shall not in any circumstances be responsible for any direct or consequential loss or damage of any kind whatsoever.
The Buyer shall ensure that, where Goods and/or Services are to be delivered by the Seller and/or its servants or agents, full and adequate access to the place of delivery and sufficient unloading facilities are provided so that the Seller and/or its servants or agents may complete the delivery and perform the Services.
Neither of the parties shall be responsible to the other for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties, but the affected party shall promptly upon the occurrence of any such cause so inform the other party in Writing, stating that such cause has delayed or prevented its performance under the Contract and thereafter such party shall take all action within its power to comply with the Contract.
If the Buyer fails to take delivery of the Goods for any reason, the Buyer shall pay the Seller for any redelivery required by the Buyer.
The Seller reserves the right to refuse to deliver the Goods outside the UK. Where the Seller is required to deliver the Goods outside the UK, the Buyer agrees that the Seller is not required to serve on the Buyer such notice as provided for in section 32(3) of the Sale of Goods Act 1979.
All pallets, crates, wheels, and other packaging specified as returnable will be charged for and returned within 28 days. In the event of a dispute such packaging shall be deemed to have not been returned unless the Buyer is able to provide a signed acknowledgement of receipt by the Seller.

1.1.7 **QUANTITIES AND INSTALLMENTS**
Where Goods are delivered and/or Services are provided by installments each installment shall be deemed to be sold under a separate Contract and the party in default in respect of any installment shall be liable accordingly, but no default in respect of any one installment shall affect the performance of the Contract as regards other installments.
If Goods and/or Services are to be delivered in installments, the Seller shall be entitled to invoice each installment as when delivery and/or provision is made and payment for each installment shall be due. The Seller shall not be obliged to deliver or provide more than one installment or non-provision of other installments or other default by the Buyer. Failure by the Buyer to make payment by the due date for any one installment for whatever reason shall entitle the Seller to suspend or withhold delivery and/or provision of other Services under the Contract but without prejudice to any other right the Buyer may have under any of the other provisions of these Conditions.
The Contract shall be deemed to have been fulfilled by delivery of a quantity within 10% either above or below the quantity ordered, and the Buyer shall pay the price of the Goods delivered.

1.1.8 **SUSPENSION AND CANCELLATION**
If the Buyer requires cancellation of the Contract this will only be accepted at the Buyer's discretion of the Seller and unless otherwise agreed in Writing only upon condition that any costs, charges, or expenses (both direct and consequential) incurred by the Seller up to the date of cancellation and the value of any loss or damage (both direct and consequential) incurred by the Seller by reason of such cancellation will be reimbursed by the Buyer to the Seller forthwith. Acceptance by the Seller of any cancellation by the Buyer will only be binding upon the Seller if it is made in Writing.
If the Seller shall suspend or withhold delivery and/or provision of other Services under the Contract, the Seller shall be entitled to receive on receipt of a request in Writing from the Buyer but shall only do so for a period not exceeding 28 days and the Buyer shall reimburse the Seller for all storage charges and other additional costs the Seller incurs thereby, and such costs shall be added to and form part of the amount payable by the Buyer. Suspension shall continue for a period of more than 28 days, then the Seller may terminate the Contract and the rights and liabilities of the parties shall be the same as if the Contract had been cancelled by the Seller in accordance with Condition 8.1. Any right of the Seller to perform by the Seller of any of its obligations under the Contract shall be extended for a period equal to any period of suspension in accordance with this Condition 8.2.

1.1.9 **TERMS OF PAYMENT**
Save where the Seller has otherwise agreed in Writing payment of the price of the Goods and/or Services is due 30 days from the date on which the Goods are delivered or the Services are deemed to be delivered and the time for payment shall be deemed to be the date of delivery.
No payments shall be made to have been received until the Seller has received cleared funds. All payments payable to the Seller under the Contract shall become due immediately on termination of this Contract despite any other provision.
The Buyer shall not be entitled to withhold payment of any amount due to the Seller by reason of any disputed claim by the Buyer in connection with the Contract or by reason of any claim by the Buyer for any amount payable under the Contract to the Seller any amount which is not then due and payable by the Seller or for which the Seller assumes liability.
If the Buyer fails to pay the Seller any sum due pursuant to the Contract by the due date or by the date of the Seller's invoice, the Seller shall be entitled to the due date of payment at the annual rate of 4% above the base lending rate of National Westminster Bank plc, accruing daily until payment is made, whether before or after any judgement. The Seller is also entitled to levy an additional charge which may be incurred by the Seller because of the Seller pursuing the Buyer for payment.
The Seller may suspend or close the credit account with the Buyer immediately if the Buyer fails to comply with the terms and conditions relevant to its credit account.
If the Buyer pays all or part of its credit account with a cheque and the cheque is dishonoured, the Seller reserves the right to debit the Buyer's credit account with any charge levied by the Seller's bankers and/or any other third party in connection with the handling of the cheque or not to be responsible for satisfaction.
Where the Seller agrees for the Buyer to pay for the Goods and/or Services by installments, any delay or default in making payment of one (or more) installment(s), will render all remaining installments due immediately and payable together with interest in accordance with Condition 9.4.

1.1.10 **INSTALLATION, MAINTENANCE AND/OR PROVISION OF SERVICES**
When the Contract includes provision of Services by the Seller, the Seller will comply with all necessary requirements for the provision of the Services according to the details specified in its quotation.
Where Services are to be provided under Condition 10.1, unless otherwise agreed the Buyer will be responsible for (as appropriate):
all necessary arrangements for the Seller to be able to be limited to, to allow to buildings, foundations, supporting structures and fixing points;
the proper unloading, safekeeping and insurance of the Goods from the time of delivery;
the provision of scaffolding, lifting and any other equipment (excluding tools) to allow or assist the Seller to provide the Services;
any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services;
the Seller shall be responsible for the Site at such time and in such state as may be able to complete the provision of the Services within any agreed time limit;
the removal of all debris and surplus materials from the Site at its sole cost and expense;
The Buyer acknowledges that the Seller may not be able to perform the Services unless the Buyer has complied with its obligations under Condition 10.2. If the Buyer fails to provide all or any of the items referred to in Condition 10.2, the Seller shall be entitled to suspend or withhold delivery and/or provision of the Services until the Seller