



Noise Control

division of **CAICE**

Document Ref: 34691/2/1/2

11 December 2006

Marldon
3 Scout Lane
London
SW4 0LA

12 MAR 2007

For the attention of Annette Schmidt,

Re: Brownlow Mews Acoustic Screen

For the design manufacture, supply and installation of three open topped acoustic enclosures. Generally constructed as detailed within the forgoing, externally painted to a stock colour, inner surfaces factory finish galvanised sheet metal. Supplied with access panels to PAR standard construction.

Condensers 1 & 4 enclosure nominally 1500mm wide x 2165mm deep x 2400mm high (top 500mm canted at 45 degrees)

Condensers 2 & 3 enclosure nominally 3660mm wide x 2165mm deep x 2400mm high (top 500mm canted at 45 degrees)

Three of the for the budget sum of £17,976 + vat

Installation included based strictly on INST2 enclosed.

Exclusions

All electric's i.e lighting, power points, fire system etc, Ventilation i.e. air conditioning, Off loading and distribution, scaffold, towers etc.

Carriage – Included

Delivery – 5/7 weeks from approval of drawings and or receipt of order.

Finish – Polyester powder painted to a stock colour, GSS,

Installation – Strictly in accordance within INST2 enclosed. By others.

All tenders based strictly on PAR standard terms and conditions and are valid for acceptance for 30 days from date of tender.

Yours faithfully,
PAR Noise Control

Ben Beresford

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3 Scout Lane
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For the attention of Annette Schmidt,

Re: Brownlow Mews Acoustic Screen

With reference to your recent enquiry please find enclosed our initial quotation for the manufacture, supply and installation of PAR acoustic products on the above project.

Our product selections have been based generally upon information as detailed on drawing 1346/18 dated 7.08.06 and site observations made during our recent site visit.

Currently we understand and have observed that four Daikin units are positioned on the roof terraces at the above site and that each unit serves a separate property. The acoustic consultants report indicates a stringent criteria to be maintained at the roof light of an adjacent property.

Due to space limitations resulting from the location of the condensing units it is unlikely that the desired performance can be achieved. We would suggest that enclosures are formed around the condensing units which should reduce the impact of the units on the local area. It should be noted that enclosing the condensing units within an imperforated structure may have an adverse effect on air flow to and from the condensing units

Our tender allows for three solid enclosures the two end units having individual enclosures and the middle two sharing a common enclosure, please find enclosed part copy of 1346/18 indicating the size and position of the proposed enclosures.

The enclosures will be manufactured to the following specification:

- 75mm thick panel with 1.5mm solid outer skin and 0.8mm XPM 30% free area inner skin
- 48kg controlled density resin bonded mineral wool infill, faced with a fibreglass tissue to ensure that internal faces are sealed against fibre egress.
- Supplied in standard factory finish galvanised metal, externally powder painted to a stock colour.
- Removable access panels based upon PAR design.
- Complete with necessary fixings nominally 25mm 'Z' brackets.
- All materials shall be inorganic and non-combustible.
- Acoustic panels shall be manufactured in accordance with BS3638:1987, ISO 354:1985 (Coefficient of absorption) and shall provide a minimum performance as detailed below table 1.
- Acoustic panels shall be manufactured in accordance with BS2750:1980, ISO 140: 1978 (Sound transmission) and shall provide a minimum performance as detailed below table 2



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Table 1 Coefficient of absorption.

63	125	250	500	1k	2k	4k	8k Hz
0.12	0.39	.95	1.0	1.0	1.0	.98	.74

Table 2 Sound transmission

63	125	250	500	1k	2k	4k	8k Hz
15	22	26	34	39	47	49	48

We would recommended that the enclosed proposal is forwarded to the acoustic consultant for comment.

Our quotation indicates prices ruling at today's date and is net of any main contractor discount.

We have allowed for installation based strictly upon our standard terms of installation as per INST 2 enclosed, this assumes that full and clear access is available in the area required to fit our equipment. Installation to be carried out in a single and continuous operation.

Our tender allows for a single site visit for measurement purposes only, this assumes that all openings are finished and ready for dimensioning. Should further visits be required due incomplete apertures then additional fees may be levied.

The enclosed tender is based upon Caice standard terms and conditions. No allowance has been for any specific contract terms and conditions. Should the enclosed be of interest we would be pleased to discuss the contractual requirements to a mutually agreeable conclusion.

Carriage is included based upon a single consignment. Should split, timed or individual deliveries be required they would be charged at an extra rate.

We trust the enclosed meets with your approval but should you require any further details please do not hesitate to contact the undersigned.

Yours faithfully,
PAR Noise Control

Ben Beresford

PP Andy Smith

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Fax 0118 987 9320

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www.parncs.co.uk



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Sub-Contract Attendances

Contract Name: Brownlow Mews Acoustic Screen

Document Ref: 34691/2/1/2

FACILITY TO BE PROVIDED BY			MC	Par	N/A
Welfare	Safety		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
	First Aid		<input checked="" type="checkbox"/>		
	Canteen/Toilets/Washing/Drying room		<input checked="" type="checkbox"/>		
	Personal Protective Equipment			<input checked="" type="checkbox"/>	
Hutting	Space only for office accommodation				<input checked="" type="checkbox"/>
	Space only for material storage		<input checked="" type="checkbox"/>		
	Security of Par's Materials		<input checked="" type="checkbox"/>		
	General Site Security		<input checked="" type="checkbox"/>		
Services	Power	110V Supply	<input checked="" type="checkbox"/>		
		Generator			<input checked="" type="checkbox"/>
		Distribution Leads		<input checked="" type="checkbox"/>	
	Telephone	BT Line			<input checked="" type="checkbox"/>
		Mobiles		<input checked="" type="checkbox"/>	
	Water	Point			<input checked="" type="checkbox"/>
		Hoses			<input checked="" type="checkbox"/>
	Lighting	General Site Lighting	<input checked="" type="checkbox"/>		
		Specific Task Lighting		<input checked="" type="checkbox"/>	
Unloading	To storage point		<input checked="" type="checkbox"/>		
	Distribution from storage point		<input checked="" type="checkbox"/>		
Plant	Craneage	Use of Existing	<input checked="" type="checkbox"/>		
		Additional	<input checked="" type="checkbox"/>		
	Hoisting	Use of Existing	<input checked="" type="checkbox"/>		
		Additional	<input checked="" type="checkbox"/>		
	Forklift/Mechanical access		<input checked="" type="checkbox"/>		
	Scaffolding-	Use of standing scaffold	<input checked="" type="checkbox"/>		
		Internal scaffolding/Towers N/E 3.5m	<input checked="" type="checkbox"/>		
		Ext scaffolding/Towers EXC 3.5m	<input checked="" type="checkbox"/>		
		Special Scaffolding & mech access	<input checked="" type="checkbox"/>		
		Adaptations	<input checked="" type="checkbox"/>		
	Hand tools			<input checked="" type="checkbox"/>	
	Fuel (Excluding 110V power)			<input checked="" type="checkbox"/>	
Debris	Clear S/c waste to -	Central Point		<input checked="" type="checkbox"/>	
		M/C skips		<input checked="" type="checkbox"/>	
		Off Site	<input checked="" type="checkbox"/>		
Protection	The sub contract works as works proceed		<input checked="" type="checkbox"/>		
	From completion of the s/c works		<input checked="" type="checkbox"/>		
Cleaning	The sub contract works as works proceed			<input checked="" type="checkbox"/>	
	From completion of the s/c works		<input checked="" type="checkbox"/>		
Setting Out	Main Grid Lines and Datums		<input checked="" type="checkbox"/>		
	Detailed Setting Out			<input checked="" type="checkbox"/>	
	Checking		<input checked="" type="checkbox"/>		
Supervision	Full time Supervisor				<input checked="" type="checkbox"/>
	Visiting Supervisor with Working foreman			<input checked="" type="checkbox"/>	
Other	Any other attendances		<input checked="" type="checkbox"/>		

Main Sales Office & Registered Office: CAICE Acoustic Air Movement Ltd., Parkside House, 258 Shinfield Road, Reading, Berkshire, RG2 8EY

Company Registration Number: 2790667 VAT Registration Number: 614683632

Telephone: 0118 987 9300

Fax: 0118 987 9320

E-Mail: enquiries@caice.co.uk



Noise Control

Unless otherwise stated in our tender, the above and following conditions will apply for carrying out our sub contract works.

The tender is based on normal working hours of 8.00 am to 6.00 pm, Monday to Friday.

Our tender is based upon completing our work during one continuous site attendance, without weekend working, unless stated otherwise in our tender. Should the programme later require our work to be installed over an extended period, in phases, involving separate visits, we reserve the right to claim extra costs.

Any delay or disruption of work due to circumstances beyond our control will be charged extra.

It is assumed that any local or preparatory works to be carried out by others would be programmed and completed prior to our attendance on site to allow our installation engineers clear access to the working area.

If the delivery of goods requires the temporary closure of a public road or use of adjacent public land, the costs of closure to be borne by client.

Please note that any installation, which requires fixing into the building structure, assumes that:

1. Suitable fixing and/or support facilities exist, or will be provided free of charge to Par Noise Control a division of Caice Acoustic Air Movement Ltd
2. Unless stated elsewhere in our tender, the client will be responsible for any weight and wind loading calculations required by the project or Local Authority to meet relevant British Standards.



Where Caice Acoustic Air Movement Ltd offers product quotations inclusive of delivery, the quoted price will include for a single delivery using our Standard Delivery Service (unless stated otherwise within our quotation).

STANDARD DELIVERY SERVICE

The Standard Delivery Service assumes that no specific delivery constraints or conditions exist, and includes for a part or full load delivery as follows:

Standard Delivery Vehicle: Delivery will be made on a 45 foot articulated vehicle using a curtain-side trailer (typical load capacity of 26 pallets or equivalent pallet spaces). A "Euroliner" trailer (which is a curtain-side trailer with a retractable roof canopy) is available on request at no extra cost. Vehicles are NOT fitted with tail-lifts. Smaller consignments (up to 4 pallet spaces) may be sent on a pallet service (Palletline or similar) at the discretion of Caice Acoustic Air Movement Ltd.

Standard Delivery Timing: Delivery may be scheduled by Caice Acoustic Air Movement Ltd for any weekday during normal working hours (i.e. Monday-Friday 08:00 – 17:00). Caice will advise the customer of the intended date of delivery by issuing a delivery advice note, usually with 2-3 working days notice.

Packing and loading: Equipment will usually be delivered on pallets. Large items of equipment may be loaded directly onto the vehicle. Small items may be delivered loose in boxes or cartons at the discretion of Caice Acoustic Air Movement Ltd.

Offloading: Vehicles are not provided with offloading facilities, and no allowance is made for offloading vehicles on site. The customer is responsible for offloading, and must ensure that suitable facilities exist at the delivery destination for safe handling of equipment (with consideration to size, weight etc.). A forklift truck is recommended.

Waiting time: A maximum of 1 hour waiting time is allowed, beyond which time deliveries will be withdrawn from site and additional costs will be incurred. NO WAITING TIME IS ALLOWED FOR DELIVERIES USING PALLET SERVICE.

SPECIAL DELIVERY SERVICES

Customers may request the following special delivery services, which are available at additional cost:

Additional Deliveries:

- Multiple split deliveries to accommodate site programme and/or available site storage

Delivery Vehicles:

- Non-articulated vehicles (24 foot rigid curtainsider) (typical load capacity of 12 pallets or equivalent pallet spaces).
- Tail-lift or HI-AB equipped vehicles
- Small delivery vehicles

Delivery Timing:

- Specific day
- Multiple delivery dates
- AM deliveries, or specific time slots
- Delivery out of normal working hours stated above, at weekends, or on Public/Bank Holidays
- Security clearance deliveries where driver and/or vehicle details are required

Packing and loading:

- Packing of equipment in specific batches or grouping
- Loading of equipment on vehicle in a specific order

Whilst every endeavour is made to adhere to agreed delivery dates or times, these cannot be guaranteed due to possible unforeseen circumstances beyond our control.

Some services may not be available for certain consignments or delivery destinations. Please contact our sales office for clarification and confirmation of additional costs.

**1. DEFINITIONS**

"The Company" means CAICE ACOUSTIC AIR MOVEMENT LTD.

"The Customer" means the giver of the Purchase Order the acceptance of which by the Company subject to the terms and conditions herein contained gives rise to this contract.

"The goods" means the product, products, or other articles and services specified in the Purchase Order.

2. FORM OF CONTRACT

a) All orders accepted shall be undertaken in accordance with and subject to the terms and conditions contained herein.

b) All contracts shall be deemed to be on a supply only basis, unless a Sub-Contract is accepted formally in writing by the Company.

c) All additions to or variations of these terms and conditions whether or not contained in any document provided by the Customer or its Agent shall be inapplicable unless specifically accepted in writing by an authorised representative of the Company.

d) All installation orders accepted by the Company shall be undertaken in accordance with the Company's "Terms and Conditions of Installation" available separately.

e) No other terms and conditions shall be applicable regardless of any provisions to the contrary appearing in documentation provided by the Customer or its Agent, and regardless of the time of issue of such documentation.

3. DELIVERY AND RISK

a) Any time or date named for delivery by the Company is an estimate only, and although the Company will use its best endeavours to comply with delivery dates the Company shall not under any circumstances be liable for the consequences of any delay and the customer shall not be entitled to repudiate or cancel the contract as a result of such delay. The Company reserves the right to withdraw or suspend delivery of any goods ordered if compelled to do so by any cause outside its control.

b) Unless the Customer shall otherwise nominate delivery shall be considered to have taken place when the goods are delivered by or on behalf of the Company to the Customer at which time risk in the goods shall pass to the Customer. If the Customer should nominate a carrier delivery shall be considered to have taken place upon the goods being delivered to the nominated carrier.

c) Where prices quoted by the Company include for delivery of goods or materials to the Customer then the delivery shall be provided in accordance with the Company's "Conditions of Delivery" available separately.

4. INSURANCE

Save where the goods are delivered to the Customer's nominated carrier the goods will be insured by the Company from the date of despatch until delivery, or if being sent by post, until the acceptance at the Post Office, and proof of acceptance at the Post Office shall be by Post Office receipt. This condition shall not apply if the customer nominates the method of carriage.

5. NON-DELIVERY

The Company must be advised of non-delivery within 48 hours of the date of delivery as shown on the Company's advice note.

6. INSPECTION

The Customer shall inspect the goods immediately on delivery thereof, and shall within 48 hours from such inspection give notice in writing to the Carrier and to the Company of any matter or thing by reason whereof the Customer alleges that the goods are not in accordance with the Contract. If the Customer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to accept and pay for the same accordingly.

7. PRICE

a) All quotations are based on the costs of production prevailing on that day and remain firm for 30 days from that date. The Company reserves the right and shall be entitled to increase any price quoted to the Customer in respect of any increase in the costs of material, labour, carriage or transport, or in respect of any other increase in costs howsoever caused. In any case where the Company is entitled to increase the price quoted to the Customer by reason of any matter herein before mentioned, it shall also have the right and be entitled to increase its charge to cover overheads by such amount as it sees fit.

b) Where overtime is worked at the request of the Customer the Company shall unless such time is specifically provided for in the quotation be entitled to increase the price quoted to the Customer in respect of any extra costs incurred by the Company by reason of such overtime. In these conditions "overtime" shall mean and include any such time worked on Saturdays, Sundays, Bank Holidays, and between the hours of 17:00 - 08:00 the next day.

c) All prices quoted by the Company are unless otherwise stated exclusive of Value Added Tax and all other duties which may from time to time be levied.

d) A minimum order charge of £100 will be applied to all Orders, unless otherwise agreed in writing.

8. PAYMENT

a) Until a credit account in the Customer's name has been approved in writing by the Company, invoices will be issued by the Company to the Customer on a Pro-Forma basis, that is to say payment must be made by the Customer to the Company before delivery by the Company or collection by the Customer (as the case may be) of the order. On receipt of payment by the Company, a tax invoice will be forwarded by it to the Customer.

b) Terms of payment will be 30 days from date of invoice.

c) In the event of any default by the Customer in payment for the goods on the due date then the Company may without prejudice to any of its rights and remedies hereunder charge interest at the rate of 2% per month on any amount overdue for payment, and may suspend further deliveries to the Customer (with or without cancellation of the balance of the contract) under any contract between the Company and the Customer.

9. INSTALMENTS

Where the goods are to be delivered by instalments each instalment of goods shall be deemed to be sold under a separate contract with rights and liabilities accruing accordingly and all payments shall be made on the due date as a condition precedent to future deliveries.

10. WARRANTIES

a) Any warranties whether expressly implied or statutory shall not cover any goods misused in any way while outside the control of the Company or which have been stored for an excessive period or in unsuitable conditions or in respect of which defects have not been reported to the Company within the time stipulated.

b) To the extent that all other warranties conditions and representations may in law be excluded they are hereby excluded and no liability shall accrue to the Company in respect of any loss, damage or personal injury suffered (whether directly or consequentially) arising out of the supply or re-use of the goods or any defects therein save that the following shall not be excluded:-

i) any liability in respect of death or personal injury arising out of the Company's negligence; and

ii) such liability in respect of damage or loss arising directly out of the Company's negligence as it would in the circumstances be unreasonable to exclude.

c) Notwithstanding the foregoing any liability of the Company as set out above shall (except with regard to liability in respect of death or personal injury as set out in sub-clause (b)(i) hereof) in all cases be limited to the invoice price of the goods in respect of which the Customer's claim is made.

11. TITLE TO GOODS

a) Legal title to and property in the goods shall remain with the Company and shall not pass to the Customer until payment has been made in full by the Customer for such goods and for any other goods previously sold to the Customer by the Company.

b) During the time prior to passing of legal title in the goods the Customer shall act as bailee for the Company in respect of the goods and shall mark them as the property of the Company, store them separately from the Customer's own goods and if required to do so shall undertake to return them to the Company. If the Customer should sell the goods prior to the passing of title pursuant to the terms of this clause then the Customer shall be bound as a fiduciary to preserve and keep separate the monies arising on such sale.

c) The Company reserves to itself the right to enter upon any premises, without notice, of the Customer or its nominated carrier where the goods are stored prior to passing of legal title to the Customer, for the purposes of inspecting the goods and of re-taking possession of the same.

12. WAIVER

Any failure by the Company to enforce or require strict performance by the Customer of any of the Terms or Conditions contained herein shall not constitute a waiver thereof by the Company nor affect or prejudice the rights of the Company in any way in respect of the remedies open to the Company for any breach of the terms hereof.

13. DETERMINATION OF CONTRACT

If the Customer shall make default in or commit a breach of the Terms and Conditions herein contained or of any other of his obligations to the Company or if any distress or execution shall be levied upon the Customer's property or assets or if the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any Petition or Receiving Order in Bankruptcy shall be presented or made against him or if the Customer is a limited Company and any Resolution or Petition to Wind up such Company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if an Administrative Receiver of such Company's undertaking property or assets or any part thereof shall be appointed the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Customer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

14. FORCE MAJEURE

a) In the event of an outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved or in the event of a national emergency or if the Company should become either directly or indirectly so engaged on government orders or orders under priority directions as to prevent or delay the fulfilment of other orders the Company shall be entitled at any time on notice to the Customer to make partial deliveries only or to determine the contract without prejudice in any case to rights accrued in respect of deliveries already made.

b) Delivery may be wholly or partially suspended and no liabilities shall accrue to the Company therefore in the event of a stoppage delay or interruption of work in the establishment of either the Company or of any supplier during the delivery period as a result of strike lockouts, trade disputes, breakdown, accident, storm, flood, fire or failure of third parties to deliver the goods or provide services connected therewith or any cause whatsoever beyond the control of the Company which has the effect of preventing the Company from carrying out its obligations to the Customer hereunder.

15. WEIGHTS MEASURES AND ILLUSTRATIONS

Whilst every care has been taken to make the information complete and accurate, weights and measurements given in the Company's leaflets, catalogues, price lists or other trade literature should be taken as approximate only and subject to alterations of which the Company cannot undertake to give prior notice. Illustrations are given as a general guide and are not necessarily accurate in detail.

16. DATA PROTECTION ACT 1998

Where the Customer provides us with personal data, the data will be held securely in confidence and processed for the purpose of carrying out trading activities with the Company. The Customer accepts that we may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside our business and that we have nominated, and that such third parties may process the data. The Customer understands that under the Act they have a right to know what data is held on them if they apply to us in writing and pay the applicable fee.

17. LAW APPLICABLE

These Terms and Conditions and any contract between the Customer and the Company are governed by English Law and the English Courts alone shall have exclusive jurisdiction.

18. NOTICES

Any Notice in writing hereunder shall be deemed to be received two days after posting to either the Registered Office or the last known trading address of the recipient.