

Fee Proposal



**RSK**

ACOUSTICS

Pleydell Smithyman  
Brookhouse Lane



T298115-RSK-LT-001(00)



THE QUEEN'S AWARDS  
FOR ENTERPRISE:  
INTERNATIONAL TRADE  
2016

Ref: T298115-RSK-LT-001(00)



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15 July 2020

[www.rsk.co.uk](http://www.rsk.co.uk)

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Sent by email: [danielo@pleydellsmithyman.co.uk](mailto:danielo@pleydellsmithyman.co.uk)

**RSK ACOUSTICS FEE PROPOSAL – BROOKHOUSE LANE  
NOISE IMPACT SCREENING ASSESSMENT FOR RESIDENTIAL DEVELOPMENT**

Dear Daniel,

We are pleased to provide our fee quotation for a noise impact screening assessment in relation to land promotion at Brookhouse Lane; for a proposed residential development located in Featherstone, Wolverhampton. It should be noted that RSK is currently involved in a number of residential-led developments throughout the UK and is well placed to assist with this project.

It is understood that a screening assessment is required to identify the potential noise impact of the existing noise environment in relation to the proposed development. As such RSK Ltd has prepared a scope of works which we believe would satisfy the requirements for the noise impact screening assessment.

**RSK ACOUSTICS**

RSK has a team of over twenty professional acoustics and vibration specialists from a wide range of backgrounds, based at offices throughout the UK and Ireland, providing clients worldwide with a comprehensive range of acoustic services. By choosing RSK, you will receive a cost-effective and professional service, with measured advice provided in a suitable manner in line with our ISO 9001 quality management certification.

The team has substantial experience of managing and delivering projects ranging from architectural acoustic design, planning support, environmental permitting through to large-scale environmental impact assessments and compliance monitoring. Our considerable experience provides the team with the knowledge of interpreting and working with UK and international guidance, standards and legislation relevant to the project. The work described in the Scope of Services will be carried out by direct employees and will be technically supervised by an employee who is a corporate member of the Institute of Acoustics (IOA).



**RSK Environment Ltd**  
Registered office  
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Registered in Scotland No. 115530  
[www.rsk.co.uk](http://www.rsk.co.uk)



The RSK Acoustics team has a track record of providing clients with efficient and innovative ways of solving a host of noise and vibration challenges, whilst fulfilling our brief with diligence and the enthusiasm required to achieve the project objectives.

Details of our services and relevant experience pertinent to the proposed project are included within this fee proposal, with further information provided via our website ([www.rsk.co.uk](http://www.rsk.co.uk)).

## **SCOPE OF SERVICES**

### *1. Consultation/Stakeholder Engagement*

We propose to liaise with the appropriate officer in the Environmental Health Department at the local authority in order to determine the precise requirements for considering noise in relation to a local plan review. If there are significant changes required to the scope of work identified below as part of this consultation additional fees may be required. Changes to scope and fees would be agreed with the client (Pleydell Smithyman) prior to additional works being undertaken.

### *2. Determination of Existing Noise Environment*

In order to prepare a screening assessment there is a requirement to determine the noise environment across the proposed development site. From initial desktop reviews, noise associated with road traffic movements along the M54 Motorway are likely to be the primary noise source across the existing site and surrounding area.

In order to carry out an initial screening assessment of the site in the absence of onsite measurement data; would require traffic flow data of the surrounding road network (as a minimum). Traffic data will be utilised to build a noise model using SoundPLAN 8.1 or similar predicting noise propagation over the undeveloped site. Traffic data requirements would be as follows:

- Traffic data for those roads immediately adjacent to the development site (e.g. M54 Motorway). Data is required for the Annual Average Weekday Traffic (AAWT) flows throughout an 18-hour period (06:00 – 00:00). Data should include %HGV movements and road speed; and
- Hourly traffic data for the night-time period between the hours of 23:00 – 07:00.

If the above data is not available from the client, then traffic data from available online sources will be utilised.

### *3. Noise Screening Assessment*

A qualitative assessment of noise will be undertaken based on the model output. The assessment will consider the risks from the noise environment effecting proposed residential receptors. Recommendations will be given where necessary for further work based on consultation with the Environmental Health Department or the results of the screening assessment.

### *4. Reporting*

The above work would be produced in a format suitable for the client and submission to the Environmental Health Department. The results of the consultation and assessment will be provided within a technical memo report. Documents would be issued electronically. Costs for reporting allow for one draft and one final version after a round of consolidated client comments received within two months of the draft report being submitted. Changes to the design after the commencement of writing the report may incur additional costs, depending on the level of assessment required.

## COST BUDGET

The fees to complete the above work element are set out below:

Table 1 Project Costs

Element	Fee, excluding VAT
Consultation and Desktop Noise Impact Screening Assessment	£1,450
<b>Total</b>	<b>£1,450</b>

\* Costs include purchase of aerial imagery/terrain data

Project costs provided in the table above include expenses and are exclusive of VAT. This fee proposal is valid for 3 months from the date of issue. Our current timescales for delivery are to submit the first report draft within 3 weeks, assuming all the required information/data has been provided in a timely manner.

Any items not specifically referenced within this cost proposal are assumed to be outside the scope of the project. This proposal is written assuming all information has been provided by the client at the time of issue.

Costs for the scope of services are calculated on the following staff rates, exclusive of VAT (minus expenses):

Table 2 RSK Acoustics Standard Staff Rates

Staff Category	Hourly Rate	Daily Rate
Director	£100	£800
Associate Director	£95	£760
Principal Consultant	£85	£680
Senior Consultant	£80	£640
Consultant	£70	£560
Graduate	£65	£520

Note - Rates subject to annual review

## CLARIFICATIONS/ASSUMPTIONS

At this stage, the following items have been excluded from inclusion within the report:

- Baseline Noise Survey - This fee proposal specifically excludes a baseline noise survey on the assumption that traffic data is available. If traffic data of the surrounding roads is not available, then baseline noise monitoring would be undertaken. In this eventuality RSK would be able to provide fees for the additional works;
- At this stage only a 'high-level' appraisal of the site's suitability for residential development would be provided. It is considered that at the outline planning stage, a more comprehensive assessment of the proposed development would be required, which would include the undertaking of baseline measurements and potential outline recommendations of noise mitigation measures;

- Internal building acoustic advice – Detailed internal building design has not been quoted for as part of this fee proposal. RSK can provide this service and would be happy to undertake these works at a later date (anticipated as part of the condition discharge/reserved matters phase) if requested;
- Detailed road traffic assessment –it is not envisaged that a road traffic noise assessment (adopting the impact criteria in DMRB) would be required at this stage. Should this be requested by the client, an additional cost would be incurred; and
- Construction assessment – it is envisaged that specific construction details (in terms of plant items, manufacturers data and phasing) would not be available prior to the submission of the report. As a result, a construction assessment has been discounted at this stage.

The following assumptions have been made for the purposes of this fee proposal:

- The costs provided allow for one iteration of the report only. Assessment of multiple site layout options will be subject to additional rates; and
- In the event that further information is provided after the commencement of services, resulting in re-calculation/modelling or assessment, additional costs would apply at our standard rates. Similarly, any changes to the scope of services, such as meeting attendance or additional monitoring, would result in further costs.

## DATA REQUIREMENTS

It is assumed that the following data would be available from the client:

- Outline site layout/plans; and
- Traffic data, as described in Section 2.

## CONDITIONS OF ENGAGEMENT

The fee estimate is subject to acceptance of the RSK Group Terms & Conditions, a copy of which is provided in Appendix 5, and we cannot proceed with the work until such acceptance has been confirmed in writing or alternative conditions agreed with us and confirmed in writing. Please note that RSK's payment terms are strictly 28 days from date of invoice. Invoices would be raised on a monthly basis and we reserve the right to suspend services in the event that undisputed invoices remain unpaid.

**Should you wish to instruct RSK to proceed with the work, we shall require a written instruction (via the completion of the enclosed agreement form), including, if appropriate, a purchase order.**

Any variations to the scope of the works must be requested in writing and following such a request, we will provide a cost for the variation but will not proceed with any additional work until we receive your approval in writing, and where appropriate a suitable purchase order.

We trust this proposal is suitable for your needs, however please do not hesitate to contact the undersigned if you have any questions or feel that the proposal can be adjusted to better suit your requirements.

Yours sincerely,

RSK Acoustics

**Author:**

**Technical and Commercial Reviewer:**



**Jamie Slater, MIOA**  
Senior Acoustic Consultant  
E: [jslater@rsk.co.uk](mailto:jslater@rsk.co.uk)

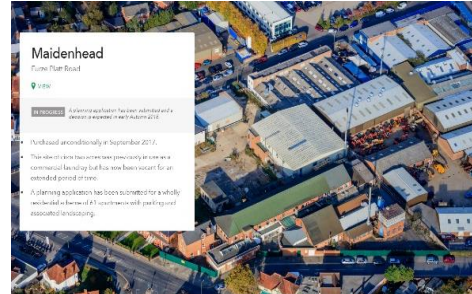


**Antonio Sanchez, MIOA**  
Senior Acoustic Consultant  
E: [asanchez@rsk.co.uk](mailto:asanchez@rsk.co.uk)

## APPENDIX 1 RELEVANT PROJECT EXPERIENCE

### ***Furze Platt Road Residential Development (Ashill Group)***

Provision of peer review of existing noise impact assessment submitted for planning application. This was a residential assessment where a detailed noise impact assessment was prepared by another acoustic consultancy. The application was rejected on noise grounds. RSK Acoustics were commissioned to review existing acoustic reports and prepare additional supporting evidence for the planning application.

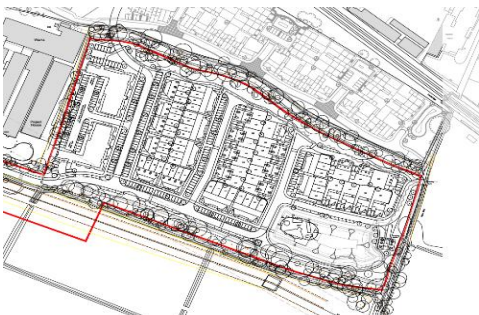


### ***Langford Bridge, Newton Abbott (CEG Land Promotions)***





A noise and vibration impact assessment was undertaken for the proposed residential-led development at Langford Bridge, Newton Abbott. This assessment was included as a technical appendix of the Environmental Statement (ES), with its main findings summarised within one of the main sections of the ES. RSK Acoustics also provided advice during the preparation of the Scoping Report and other EIA deliverables.

### ***Hanworth Lane, Chertsey, Ashill Group***



RSK was commissioned to provide acoustic design services for a new 140 dwelling development adjacent to an industrial estate and a strategic road network. Owing to the prevailing noise levels and concerns regarding sterilisation of the industrial units, the local authority had rejected a mitigation strategy prepared by others. RSK collaborated with the design team to ensure planning permission was awarded to this site where acoustic design was a crucial consideration.

## APPENDIX 2 PROPOSED TEAM AND EXPERIENCE

	<p><i>Jamie Slater, Senior Acoustic Consultant</i></p> <p>Jamie is a Full Member of the Institute of Acoustics (MIOA) with over 9 years' experience in the field. Jamie has worked on a wide variety of residential projects throughout the UK, including large scale development (1000+ units) to smaller schemes involving isolated dwellings within both rural and city centre environments. Jamie provides technical report submissions, environmental statement chapters for EIA development and advises on suitable mitigation.</p>
	<p><i>Nathan Parker, Graduate Acoustic Consultant</i></p> <p>Nathan holds a Music Technology degree, having developed a core knowledge of acoustics and audio signal processing. Nathan has one years' experience providing noise surveys, report writing and advising on suitable mitigation measures. His main area of expertise lies within Environmental Acoustics with particular attention to long term monitoring strategies and monitoring services. He is able to carry out noise and vibration surveys, data processing, prediction and post reporting.</p>



## APPENDIX 3 RSK ACOUSTICS SERVICES

### ENVIRONMENTAL ACOUSTICS



- Short/long-term noise/vibration monitoring
- Environmental impact assessment
- Planning application support
- Public inquiry and expert witness services
- Residential and mixed-use developments
- Rail and road noise/vibration
- Aviation noise and airport infrastructure
- Industrial and commercial noise
- Renewable energy schemes
- Environmental permitting support
- Event monitoring and compliance
- Noise and vibration mitigation design

### CONSTRUCTION NOISE AND VIBRATION



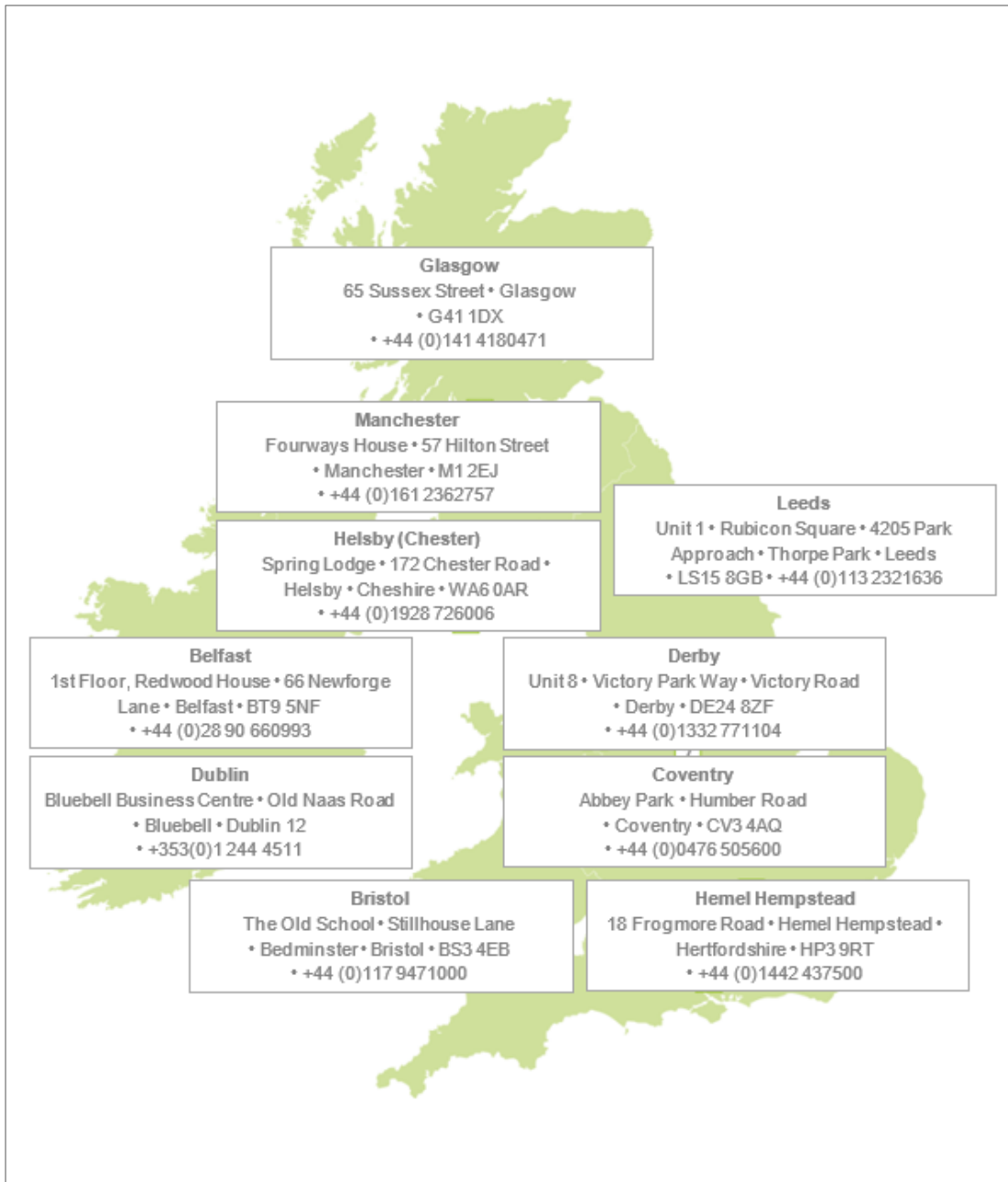
- Environmental consents (Section 61)
- Short/long-term monitoring services
- Noise and vibration management plans
- Noise and vibration control advice
- Stakeholder and community engagement
- Building condition surveys
- Mitigation/BPM audits
- Complaint management and investigation
- Interim and completion reporting
- Assessments of occupational noise and vibration
- Short/long-term noise meter hire
- Short/long-term vibration meter hire

### BUILDING ACOUSTICS



- Acoustic modelling and simulation
- Noise break-in and façade design
- Internal element sound insulation
- Structural vibration isolation
- Building services acoustics
- Reverberation control
- Speech intelligibility
- Acoustic detailing
- Room auralisation
- Sustainable design
- On-site inspection
- Sound insulation testing

## APPENDIX 4 RSK ACOUSTICS OFFICE LOCATIONS





## APPENDIX 5 RSK STANDARD TERMS AND CONDITIONS

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These terms and conditions (“**Conditions**”) are to be read in conjunction with the **RSK Proposal**.

### Issue no.9

#### Definitions and interpretation

In these Conditions:

“**RSK**” means any company within the RSK Environment Limited group of companies as identified in the **Proposal**;

“**Client**” means the contracting party to whom the **Proposal** is addressed and, for whom **Work** is performed by **RSK** and the party responsible for payment of the **Fee**;

“**Dispute**” means any dispute or claim arising out of or in connection with the **Contract** or its subject matter;

“**Fee**” means the amount payable by the **Client** to **RSK** for the **Work** in accordance with the **Proposal** or as otherwise agreed in writing between **RSK** and the **Client**;

“**Work**” means the scope of work detailed in the **Proposal**;

“**Proposal**” means the written **Proposal** prepared as an offer by **RSK** for carrying out the **Work** for the **Client** on the basis of the scope of work, set of rates and associated budget estimate or lump sum price, and the time frame for undertaking that work, all as detailed in the proposal, and includes any amendments to the original proposal that **RSK** may propose or accept in writing prior to commencement of the **Work**;

“**Deliverable**” means any advice, document, report, map, plan, system, data or software produced or provided pursuant to the **Work**;

“**Act**” means the Housing Grants, Construction and Regeneration Act 1996 (as amended by the Local Democracy, Economic Development and Construction Act 2009);

“**Payee**” means **RSK**;

“**Payer**” means the **Client**;

“**Excluded Loss**” means loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss or corruption of data or information; or for any special, indirect, consequential or purely economic loss, costs, damages, charges or expenses;

“**Notice of Adjudication**” means a notice served by either party on the other to refer a dispute to adjudication;

“**Scheme**” means the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) 2011).

Headings in these **Conditions** shall not affect their interpretation. A reference to a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it. Where the words “include(s)”, “including” or “in particular” are used in these **Conditions**, they are deemed to have the words “without limitation” following them. The singular includes the plural, unless the context otherwise requires.

#### Contract

1. Unless stated otherwise in the **Proposal**, the **Proposal** will be valid for 3 months from the date of the **Proposal**.

2. The **Client’s** purchase order or the **Client’s** acceptance of the **Proposal** constitutes acceptance by the **Client** to purchase the delivery of the **Work** by **RSK**, as specified in the **Proposal** on these **Conditions**, or (if earlier) by **RSK** starting to perform the **Work**, when a contract for the supply and purchase of the **Work** on these **Conditions** will be established (the “**Contract**”). No counter-offer placed by the **Client** shall be accepted by **RSK** other than by a written acknowledgement issued and executed by **RSK**. The **Client’s** standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the **Contract**. In the event of any conflict between the provisions of these **Conditions** and the provisions of the **Proposal**, the provisions of the **Proposal** shall prevail.

3. The **Proposal** is given on the basis that no contract shall come into existence except in accordance with Condition 2.

#### RSK obligations

4. **RSK** will exercise reasonable skill, care and diligence in the performance of the **Work** and in accordance with the provisions of the **Proposal**. **RSK** will undertake the **Work** in accordance with current health, safety and environmental legislation available at the time the **Contract** is agreed.

#### Insurance

5. **RSK** will maintain adequate insurance cover for statutory insurances which shall include professional indemnity to the value of £1 million for each and every claim provided always that a series of claims arising the same original cause or single source or event is deemed to be one claim and subject to an annual aggregate sub-limit for all claims relating to pollution and asbestos of £1 million, during the **Work**, and for six years after completion of the final **Deliverable**, providing such insurance is available at commercially reasonable rates. If such insurance ceases to be available at commercially reasonable rates, then **RSK** will promptly notify the **Client**.

#### Liability limitation

6. This Condition 6 sets out the entire financial liability of **RSK** (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the **Client** in respect of any breach of the **Contract**; any use made by the **Client** of the **Work**, the **Deliverables** or any part of them; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the **Contract**.

6.1. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the **Contract**.

- 6.2. Nothing in these **Conditions** limits or excludes **RSK's** liability for death or personal injury resulting from negligence, or for any damage or liability incurred by the **Client** because of fraud or fraudulent misrepresentation by **RSK**.
- 6.3. Subject to Conditions 6.1 and 6.2:
- (a) **RSK** shall not be liable for **Excluded Loss**;
  - (b) The total liability of **RSK** under or in connection with the **Contract** for all claims, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the lesser of (i) £1 million; or (ii) the amount recoverable by **RSK** under professional indemnity insurance maintained in accordance with these **Conditions** and in force at the time the claim, or (if earlier) circumstances that may give rise to the claim is, or are, reported to the insurers in question;
  - (c) **RSK's** liability to the **Client** shall be limited to such proportion of the **Client's** loss and damage as it would be just and equitable for **RSK** to pay having regard to the extent of its responsibility for the loss and damage and on the assumption that (i) all other consultants, contractors, subcontractors, project managers and advisers engaged in connection with the project have provided contractual undertakings on terms no less onerous than those set out in this **Contract** to the **Client** in respect to their obligations in connection with the project; and (ii) all the parties referred to in this clause have paid to the **Client** such proportion of the loss or damage that it would be just and equitable for them to pay, having regard to the extent of their responsibility for the loss or damage;
  - (d) Subject to the other limitations contained in this Condition 6, if **RSK** is in breach of its obligation under Condition 4 to exercise reasonable skill, care and diligence during the delivery or performance of the **Work**, the liability of **RSK** will be limited to the reasonable cost of correcting or completing the relevant part of the **Work** or, if necessary, the cost of obtaining replacement work of equivalent standard as that provided for in the scope of the **Work**.
- 6.4. No action or proceeding for any breach of this **Contract** will be commenced against **RSK** after the expiry of six years from the date of the completion of the **Work**, as indicated by the provision of the final **Deliverable**.

#### **Client obligations**

7. The **Client** must ensure that **RSK** is fully briefed and provided with all necessary documentation and equipment to be able to perform the **Work** as detailed in the Proposal. In accordance with the Construction Design and Management Regulations ("CDM"), the **Client** shall provide all existing information, including any health and safety files, hazardous materials information including asbestos surveys, service location drawings and contact details for all other companies involved with the project, especially the 'Principal Designer' and 'Principal Contractor'. The **Client** will retain the roles of 'Principal Designer' and 'Principal Contractor' unless notified to, and agreed by **RSK**, in writing.
8. The **Client** shall ensure that all information, documentation and materials provided to **RSK** are complete and accurate in all material respects and the **Client** acknowledges that **RSK** shall rely upon any, and all information provided by the **Client**.
9. The **Client** will give written requests to **RSK** for any variations or additional instructions. **RSK** will confirm in writing as soon as practicable any variation to the cost and programme for delivery of the **Work** arising from variations or additional instructions requested by the **Client**. **RSK** will not materially alter the scope of the **Work** without the written agreement of the **Client**.
10. To the extent (if any) which **RSK** is required to act as agent for the **Client** during the proper performance of the **Work**, the **Client** shall indemnify **RSK** against all claims in respect of, or arising out of, such agency except where and to the extent that the loss or damage claimed, results from **RSK's** negligence.
11. The **Client** shall permit **RSK** to undertake a credit assessment following acceptance of the **Proposal** and vary the payment terms, should the result be insufficient for the payment sums required. In certain circumstances, payment may be required before commencement of the **Work**.
12. Where there is more than one **Client**, each **Client** shall be jointly and severally liable for the **Client** obligations, including but not limited to payment of the **Fee**, under the **Contract**.

#### **Remuneration and payment**

13. When consultancy services are included in the **Proposal**, the fees charged will cover all consultant time spent on the project, whether at the premises of the **Client** or elsewhere, including travelling. Unless otherwise stated in the **Proposal** or agreed in writing with the **Client**, disbursements and out-of-pocket expenses will be charged at cost plus a 10% handling charge.
14. The **Client** will be responsible for paying all the relevant taxes, including VAT or equivalent where applicable. Any amount expressed as payable to **RSK** under the **Contract** is exclusive of VAT, unless stated otherwise. Where payments are made by credit card a card transaction fee of up to 2.50% will be added to any sums due. We are unable to show the transaction fee on invoices due to accounting practices applicable to the billing method used by credit card operators.
15. The **Fee** shall be calculated and paid in instalments in accordance with the **Proposal**. If not set out in the **Proposal**, the **Fee** shall be invoiced at intervals of not more than one month, beginning no more than one month after **RSK** begins performing the **Work**. The **Fee** will be a reasonable assessment of the **Work** performed and not conditional on any milestone or receipt of a **Deliverable**.
16. Where the **Proposal** includes any **RSK** standard rates for services or works such rates shall be subject to review on the 1 April annually.
17. **RSK** will forward an invoice to the **Client** for each instalment of the **Fee**. The invoice will specify the sum that **RSK** considers will become due on the **Payment Due Date** and the basis on which that sum is calculated. The "**Payment Due Date**" is the date of issue of the invoice and will be the tax point date. The invoice will constitute the "**Payee Notice**" and the invoice value shall be the "**Notified Sum**". The final date for payment ("**Final Payment Date**") will be 28 calendar days after the **Payment Due Date**. If the **Client** fails to pay an amount due to **RSK** by the **Final Payment Date** and fails to give a **Pay Less Notice**, interest shall be added to the unpaid amount from the **Final Payment Date** until the actual date of payment, which will be calculated on a daily basis at the annual rate of 12% over the annual base rate of the Bank of England or at the statutory interest rate, whichever is the greater. Compensation for late payment of each debt will also be due at the following fixed sums £40 (for debts up to £999.99), £70 (for debts £1,000–£9,999.99) or £100 (for debts over £10,000) in accordance with the Late Payment of Commercial Debts Regulations 2013 or as stated in any revisions of these regulations. Except as expressly, or by necessary implication, provided otherwise in these **Conditions** (and in particular conditions 13 and 14) or in the **Proposal**, the payment procedure under Part II of the Scheme shall be deemed incorporated into this **Contract**, even if the **Contract** is not a "construction contract" for the purposes of the **Act**.

18. Unless the **Client** has served a **Pay Less Notice**, it shall pay the **Notified Sum** on or before the Final **Payment Date**. Not less than 14 days before the **Final Payment Date**, the **Payer** may give to the **Payee** notice of the **Payer's** intention to pay less than the **Notified Sum** ("**Pay Less Notice**"). A **Pay Less Notice** must specify the sum the **Payer** considers to be due on the date the **Pay Less Notice** is served and the basis on which that sum is calculated.

19. If the **Client** fails to pay in full a **Notified Sum** by the **Final Payment Date** and the **Client** has not given a **Pay Less Notice**, **RSK** has the right (without prejudice to any other right or remedy) to suspend performance of all or part of the **Work** by giving not less than seven days' notice to the **Client** of its intention to do so and stating the ground(s) on which it intends to suspend performance ("**Notice of Suspension**"). Performance will be resumed when the **Notified Sum** (together with any interest payable thereon) has been received. **RSK** shall be entitled to claim payment of its reasonable costs and expenses in accordance with Section 112(3A) of the **Act** and the provisions of Section 112(4) of the **Act** shall apply to any relevant time limits for the performance of the **Work**. No liability will be accepted by **RSK** for any loss, damage or consequential loss, delay or disruption, however suffered, by virtue of the suspension of the **Work** in accordance with this **Condition**.

#### **Material default and termination**

20. The **Client** may notify **RSK** of a material default at any time during the **Work**. **RSK** shall, within 30 days of receiving written notification, investigate the complaint, determine if a material default has occurred and agree any remedy with the **Client**.

21. **RSK** may terminate the **Work** in the event of a material default by the **Client**. The material default must have continued without remedy for seven days after written notification by **RSK**.

22. In the event of a material default by the **Client**, the **Client** will be liable for fees up to the date of termination. An additional charge will be made by agreement with the **Client** as compensation for the recovery of costs for the demobilisation, reassignment of personnel and equipment, and any associated loss of profit.

23. On termination of the **Contract** for any reason, the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

#### **Dispute resolution**

24. Subject to either party's right to adjudicate a **Dispute** at any time, the parties shall use their reasonable endeavours to resolve any **Dispute** through negotiation or mediation, and the **Dispute** will be referred to the managing director in the case of **RSK**, and, in the case of the **Client**, the managing director or equivalent of the relevant division of the **Client**, who will attempt to resolve the **Dispute** within 28 days of the **Dispute** being referred to them.

25. Notwithstanding any other provision in the **Contract**, either **RSK** or the **Client** may, by giving to the other a **Notice of Adjudication**, refer a **Dispute** to adjudication at any time under Part 1 of the **Scheme**, and such Part 1 shall take effect as if it were incorporated into this **Condition**. The adjudicator will be a member of the Construction Industry Council ("**CIC**") selected by the parties or, if they are unable to agree within 7 days of the **Notice of Adjudication** or their selected person is unable or unwilling to act, by nomination by the **CIC**. The Adjudication will follow the 'Users Guide to Adjudication' published by **CIC** in 2017.

#### **Sub-contracting**

26. **RSK** will be entitled to subcontract any part of the **Work** to another consultant, adviser or contractor (the subcontractor). **RSK** will remain responsible for the performance of any services performed by the subcontractor.

#### **Confidentiality and data protection**

27. The details of the **Proposal** and any supporting information shall remain confidential and not be shared with any third party. During the **Work**, **RSK** shall not publish any articles, photographs or other illustrations relating to the project without the written agreement of the **Client**. The **Client** shall not use any trade name or logo of **RSK** or of any of the **RSK** group companies, nor shall the **Client** disclose to any third party, the involvement of **RSK** without the prior written consent of **RSK**, unless legally required to do so.

28. All information provided to **RSK** by a client and not already in the public domain will remain confidential unless the **Client** authorises its release in writing to specifically named parties in conjunction with assignments, collateral warranties or requirements of a regulatory body.

29. Where **RSK** or the **Client** receives any personal data as defined by the General Data Protection Regulations 2018, ("**GDPR**") they both shall ensure that they fully comply with the provisions of the **GDPR** and only deal with the data to fulfil their obligations under the **Contract**.

#### **Copyright and ownership of documents**

30. Any document prepared for the **Client**, on acceptance, can be used under licence by the **Client** solely for the purposes of the **Work** ("**Permitted Purpose**"). Unrestricted reproduction and use for the **Permitted Purpose** are granted to the **Client** but copyright of all documents and drawings remains with **RSK**. Without prejudice to the generality of this **Condition**, **RSK** accepts no liability for claims from third parties to whom the **Client** has made known document contents. The **Client** will indemnify **RSK** against any such claims arising from such third parties.

31. **RSK** shall not be liable for the use of a **Deliverable** for any purpose other than that for which they were provided.

32. **RSK** will retain all intellectual property rights and proprietary rights it may have in all information and data reproduced in any **Deliverable**.

#### **Assignment and third parties**

33. The **Client** shall not without the prior written consent of **RSK** assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the **Contract**. Without prejudice to the foregoing, if the **Client** requests **RSK** to consent to an assignment of some or all of the **Client's** rights, the **Client** acknowledges that **RSK** is free to give or withhold on reasonable grounds its consent, and that **RSK** shall be entitled to charge an additional fee, if not specifically identified in the **Proposal**, for such assignment or for any change of **Client** details.

34. Benefits to third parties through collateral warranties or letters of reliance shall not be provided unless a fee for each warranty or letter is agreed in the **Proposal**. The form of wording used in the warranty or letter shall be provided by **RSK** for agreement by the



**Client.** Any reasonable changes to the form of wording will be implemented by mutual agreement, however the terms in the warranty or letter cannot offer the third party any greater benefit than the **Proposal** offers to the **Client**.

35. Nothing in this **Contract** confers or purports to confer on any third party any benefit or any right to enforce any term of this **Contract** under the Contracts (Rights of Third Parties) Act 1999.

#### **Waste**

36. **RSK** will hold any hazardous substances or wastes, including samples and contaminated equipment, arising from the **Work** as agent for the **Client**, whose property such materials will remain. **RSK** will make all reasonable efforts to assist the **Client** with the safe handling and disposal of such material; however, the **Client** will be responsible for this disposal and all associated costs if not included in the **Proposal**.

#### **Force majeure**

37. **RSK** will not be liable to the **Client** if the provision of the **Work** is delayed or prevented by force majeure, meaning any one or more circumstance beyond the reasonable control of **RSK**, including, but not restricted to, a failure of the **Client** to provide facilities, access or information; acts or omissions of the **Client's** other suppliers or contractors; fire, flood or storm; unavailability of labour, materials or services; process shutdown; breakdown of plant or machinery; acts of God or the public enemy; riot or civil commotion or war; malicious damage; strikes or labour disputes or industrial action; act or regulations of any government or other agency; failure of a utility service, communications network, or transport network; and the presence of unusually high levels of ionising radiation or radioactive substances.

38. If force majeure continues for more than 90 days, either **RSK** or the **Client** may terminate the **Work** by notice to the other. **RSK** will be entitled to charge the **Client** for work done prior to the force majeure on the basis provided in the **Contract**. **Work** done and reasonable and proper fees and disbursements accruing during the force majeure event will be charged at the standard rates for **RSK**, unless agreed otherwise in writing.

#### **Notices**

39. Any notice to be given under the **Contract** must be in writing and shall be delivered by hand or sent by pre-paid first class (or airmail) post or recorded delivery post to the business address of the party, as stated in the **Contract** or as otherwise last notified in writing by the other party. A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am on the first business day following delivery). A notice sent by post will be deemed to have been received on the next business day following that on which the notice was posted to an address in the United Kingdom and after five days in the case of an overseas letter sent by air mail.

#### **RSK personnel**

40. The **Client** agrees not to solicit, either directly or indirectly (including by way of head hunter, employment agency, press advertisement or through related companies), any employee of **RSK** for the purpose of offering them full-time, part-time, temporary or contract employment of any kind. In the event the **Client** offers employment to any member of staff at **RSK** and that employee chooses to leave **RSK** because of the offer received, the **Client** agrees to pay to **RSK** a sum which is the greater of £50,000 or 20% of the total employment cost of that member of staff. This condition shall remain in full force both during and for a period of six months after the end of the most recent contract with the **Client** and applies to all **RSK** staff whether involved in contracts with the **Client** or not. Upon receipt of the employee's resignation, **RSK** will issue an invoice to the **Client** and that invoice will be due and payable upon receipt.

#### **General**

41. If any provision in these **Conditions** is or becomes invalid, illegal or unenforceable in any respect, the remaining parts will remain in force and will not in any way be impaired.

42. The **Contract** and any **Dispute** will be governed by and construed in accordance with English law and the parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any **Dispute** (subject to the parties having first attempted resolution under conditions 24 and/or 25, if relevant).

43. No variation of the **Contract** or these **Conditions** or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

44. The **Contract** constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the **Contract**, it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) that is not set out in this **Contract**.

45. A waiver of any right under the **Contract** is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the **Contract** or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy. Unless specifically provided otherwise, rights arising under the **Contract** are cumulative and do not exclude rights provided by law.



## AGREEMENT FORM – INSTRUCTION TO PROCEED

**Reference No.:** T298115-RSK-LT-001-(00)  
**Fee Proposal Date:** 15 July 2020  
**Project Name:** Brookhouse Lane, Noise Impact Screening Assessment

The scope of services, costs and Terms and Conditions for the proposed transaction as described in this RSK proposal are hereby accepted. RSK Environment Ltd is authorised to perform the services as specified in the Scope of Works for the client below.

Person to whom the invoice should be addressed:

**Name** .....

**Email Address** .....

**Company Name** .....

**Invoice Address** .....

.....

**Telephone Number** .....

**Purchase Order No. / Ref.** .....

**Fee Agreed (exc VAT)** £ .....

**Signature** .....

**Date** .....



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