

Quotation reference: OPP104306

Quotation date: 14/11/2024



Femi Falope  
476 Seacoast Road,  
Limavady County Derry,  
BT49 0LF

**14/11/2024**

**Enclosures:** Annex 1: Bespoke Treatment plan  
Annex 2: Credit check consent  
Annex 3: Terms & Conditions  
Annex 4: Customer's Check List

Dear Femi,

## FINAL QUOTATION

**Our ref ; OPP104306 Site address: 476 Seacoast Road, Limavady County Derry, BT49 0LF**

Thank you for contacting Geobear, we are pleased to provide you with the following quotation for the works required to your property. Details of the Quotation are enclosed in the following pages.

**To carry out our works, you as the customer will need to fulfil and be responsible for various items that are in the sections [ENABLING WORKS](#) & [CUSTOMERS RESPONSIBILITY TO FUND AND ARRANGE](#). Please review these obligations carefully and confirm that you understand them and can fulfil the obligations and responsibilities.**

Our Quotation is based upon the information provided by yourselves as well as information / assumptions as detailed below and in our enclosed treatment plan and assumes "**unknowns**" and **variables** are not encountered:

- ground conditions being granular
- foundation depth and thickness (if applicable) as shown on our enclosed treatment plan
- site layout & load bearing walls as shown on our enclosed treatment plan
- site investigation report: 24-0474\_476\_SeacoastRd\_CGLReport\_A00
- drain survey report: CCTV report
- drawings received: none

Following our video site visit on 08/02/2024 and our conversation, we conclude the root cause of the problem that is currently evident, is beyond the remit of this quotation. With this in mind, we confirm that we can provide you with a bespoke Geopolymer Solution as detailed on our Treatment Plan(s) included in this quotation.

**GEOBEAR FINAL QUOTATION**

**QUOTATION REFERENCE** OPP104306  
**SITE ADDRESS** 476 Seacoast Road,  
 Limavady County Derry,  
 BT49 0LF  
**QUOTATION TYPE** Business to consumer  
**TREATMENT ZONE** As per Treatment Plan  
**ESTIMATED TIME REQUIRED** 9.00 shifts, subject to site conditions

<b><u>Item</u></b>	<b><u>Description of works</u></b>	<b><u>Price</u></b>
DCP testing	standard pre and post testing	£0.00
Ground Improvement Solutions	as per the treatment plan, injection points 1-98	£88,249.00
Stabilisation Solutions	as per the treatment plan, injection points 99-163	£9,134.00
Other	travel and accommodation costs for UK-based Technicians	£1,500.00
Drain Monitoring	as required during treatment	£9,360.00

**TOTAL:** **£108,243.00 plus VAT**

**Payment Terms**

Treatment Works:

- A deposit of £29,215 + VAT is required prior to commencement of the works. The remainder of the payment of £ 79,028 + VAT due on receipt of invoice.
- Alternatively upon written receipt from you (see Annex 2), we can carry out a credit check and review if a deposit would not be required.

Investigation Works and Other Works:

- Invoiced in full up front.

All payments to :

GEOBEAR GROUND ENGINEERING LIMITED  
 IBAN IE03 REVO 9903 6058 2758 57  
 BIC REVOIE23

Please use our Ref OPP104306.

**Enabling Works**

Both our **Budget Quotation** and our **Final Quotation** require you, the Customer, to carry out Enabling Works as specified in this Quotation. The enclosed **Customer Preparation and Guidance booklet** ([click here to download](#)) provides advice and potential contractors for the works. The Guidance also explains how to deal with Geobear’s working and parking space requirements, neighbour / shared matters, vegetation and surface finishings. Do familiarise yourself with these obligations. If they are not completed prior to the works commencing then abortive costs, delays and down time may be incurred and recharged to the Customer. The Enabling Works required for your project are shown in the table below:

<b><u>Item</u></b>	<b><u>Scope</u></b>	<b><u>Responsibility</u></b>
Removal of furniture	as required	<b><u>Customer</u></b>
Expose services	as required	<b><u>Customer</u></b>
Removal of floor / ground coverings	as required	<b><u>Customer</u></b>
Drain repairs	as required	<b><u>Customer</u></b>
Clear area	as required	<b><u>Customer</u></b>
Site Investigation	Additional DCP testing (already carried out by Causeway Geotech Ltd, totalling £3,380 plus VAT which will be invoiced separately)	<b><u>Customer</u></b>

### Customer's Responsibility To Fund And Arrange

In relation to the specifics of our proposal and as per our discussions, we would like to confirm certain actions required by you to ensure we can complete the works (in addition to any Enabling Works shown as your responsibility above);

<u>Item</u>	<u>Responsibility</u>
1. Constant access to the site (inside & outside) throughout the contract period, including access to welfare facilities.	<b><u>CUSTOMER</u></b>
2. The customer must inform Geobear if the problem worsens in the period between the Geobear site visit and the start of the works.	<b><u>CUSTOMER</u></b>
3. For domestic properties subject to a contract or tenancy, please provide a written Risk Management Plan in relation to any asbestos or Asbestos Containing Materials liable to be present. Please also inform us of any areas that have not been subject to an assessment survey for asbestos or Asbestos Containing Materials.	<b><u>CUSTOMER</u></b>
4. For a private dwelling, please inform us of any actual or suspected asbestos, including Asbestos Containing Materials (e.g. floor tiles) present in the property.	<b><u>CUSTOMER</u></b>
5. Arrange suitable parking: <b>Truck is 10.5m long by 3m wide by 4m height.</b>  <b>Note if drain monitoring has been specified then additional parking for a van will be required.</b>	<b><u>CUSTOMER</u></b>
6. Reinstatement of floor finishes (including hatches), concrete surfaces / driveways, drains, paving slabs and other surface coverings after completion of Enabling Works or our works.	<b><u>CUSTOMER</u></b>
7. Access may be needed to the neighbouring property(s) for visual observation. The name and telephone number of the occupants must be supplied if access is needed. Access required: <b>Access not needed</b>	<b><u>CUSTOMER</u></b>
8. To mitigate the risk of future damage to your property during prolonged dry periods we recommend you seek the advice of an arboriculturist with regard to reducing or removing nearby trees / vegetation.	<b><u>CUSTOMER</u></b>
9. Following our works, it is important that all cracks are appropriately repaired, to avoid a recurrence. Please note the Geobear advice sheet, or seek specialist advice ( <a href="#">click here to download</a> ).	<b><u>CUSTOMER</u></b>
10. Other notes and instructions	<b><u>CUSTOMER</u></b>

### **Abortive & Cancellation Costs**

There are significant costs associated with mobilising our plant and equipment and unfortunately we need to apply cancellation or abortive charges should work not proceed as planned.

If works are scheduled but need to be rearranged, there is no charge for postponement, so long as the postponement is arranged more than 2 weeks before the scheduled date.

If less than 2 weeks' notice of postponement is given we will charge 50% of the Treatment Works Price and if less than 1 week we will charge 100% of the Treatment Works Price.

If we arrive on site and the works are aborted then the rate for abortive visit costs is £ 3,250 per day.

Obviously, we do not want to abort visits or cancel your Works. Experience shows us that when this occurs it is predominantly caused by Customers not having carried out the **Enabling Works**. Accordingly, we urge you to ensure that you have fully complied with the **Customer Preparation and Guidance booklet** items and thoroughly reviewed the Enabling Works section above.

### **A Few Other Considerations that apply to this offer**

During the works only personnel approved by Geobear are permitted to be in the treatment area.

On occasion, some geopolymer may migrate upwards during the works and locally disturb nearby surfaces e.g. grass areas, pavings, paths etc. Geobear would not be responsible for rectifying such defects.

During the process, the expansion of geopolymer will create pressure on the underside of foundations that will lead to a redistribution of stresses within the building, sometimes resulting in new cosmetic cracks or movement within openings. These can be immediately addressed as part of the appropriate structural repairs following completion of our process, again saving you further time compared to an alternative scheme or during your normal redecoration and maintenance regime

Drainage repairs must be carried out prior to Geobear mobilisation. Geobear accepts no liability if drains are defective on the day of the work-the geopolymer may enter a faulty drain. In that instance we would need to abort the job, and there will be an aborted charge of £3,750 Foundation/slab depth and thicknesses are assumed, based on a shared engineering report. If actual foundation/slab thicknesses are found to be different it could extend the project timescale and increase costs

Trace, locate & excavation of all services within the treatment zone are the responsibility of the customer. Locating & exposing drainage pipes within the treatment zone are the responsibility of the customer. The shut off valve for the water supply also needs to be located and made accessible Services within 0.5m of the treatment area must be exposed prior to Geobear mobilisation. Failure to expose services may lead to the aforementioned abortive charges

Ground floor coverings in our area of treatment will need to be lifted prior to our treatment. If they are not lifted we can drill through them however this will cause damage

All dimensions are approximate.

Please ensure that parking is made available. See NOTES on treatment plan for detail of further assumptions being made at this stage.

Locations of services and drain layout as shown are based on information from the customer

If cracks are already apparent in the slab there is a risk that further crack damage may occur as a result of our treatment and/or that the slab will be uneven after our treatment

It is assumed that there are solid floors throughout i.e. not suspended

2.1m headroom throughout is assumed

For the purpose of this quotation it is assumed there are no pipes/ducting/services/cabling etc buried in the slab within the treatment area

The aim of the slab stabilisation treatment is to reintroduce contact between the slab and the soil only. There is no guarantee regarding further movements for the slab area as we are not treating the peat underneath

### **Accepting the Quotation**

To accept this quotation (which includes all pages of this document) please email [enda.gorman@geobear.com](mailto:enda.gorman@geobear.com) stating acceptance of the quote (Please quote Geobear Reference OPP104306) or, if provided, complete the Esign signature. A deposit invoice will then be sent to you (unless you have consented to and passed a credit check).

Thank you for your interest in the Geobear process. We very much look forward to hearing from you.

Yours sincerely,

**Enda T. Gorman**

| [enda.gorman@geobear.com](mailto:enda.gorman@geobear.com)

## Why choose Geobear?

The design to solve your problem goes through a rigorous approval process and is signed off by a Chartered Engineer. This approval will permit a Certificate of Structural Adequacy to be issued post-works for you to retain for your records.

Your peace of mind is ensured by our 10-year insurance backed guarantee for our residential customers, which means that you can come back to us for potential re-treatment if further problems exist.

We frequently ask for customer feedback, and all of our customers' reviews have been independently verified on reviews.io and TrustPilot giving us close to five star average score.

Our efforts to change the industry have been rewarded by five industry awards for innovation and excellence.

Geobear holds the British Board of Agreement Certificate. This certificate is a mark of excellence based on rigorous national and European Standards that validate a construction specialist formulation, capability and uniqueness.

Geobear is committed to becoming a carbon-neutral organisation. We have been certified by Carbon Footprint and in a like for like assessment of our process, we emit 35% less carbon than traditional underpinning.

We are the world's leading expert in non-disruptive ground engineering using geopolymer injections and that's because we invented the geopolymer injection process about 40 years ago. We have completed over 10,000 jobs in the UK.



## Our Quotation

We reserve the right to issue a revised **Budget Quotation** or **Final Quotation** if any of the assumptions provided for in this quotation prove to be incorrect. This includes where any issues identified during site investigations, inspections or in carrying out additional surveys at the Site Address result in a change to the scheme design.

### Option A. Budget Quotation

Our **Budget Quotation** has been designed in accordance with the information provided and gathered, together with the default assumptions listed above. We estimate the works requiring a material allowance of up to **2,772 kg**.

The **Budget Quotation** is a Minimum Price. Please do note that the final price is calculated on a 'material used' basis. The price is not certain and risks may manifest themselves to the extent that the price may increase considerably.

### Option B. Final Quotation

Our **Final Quotation** has been designed having considered the Investigation Works outcome and the information provided and gathered on site. Because of the increased certainty in materials required and feasibility, we estimate the works requiring a material allowance of up to **2,772 kg**.

There is still a chance that the Investigation Works do not find a particular issue and so our Final Price commitment is certain if the scope and assumptions remain the same and **Unknowns** aren't encountered. Of course, carrying out Site Investigation works will give a great deal of comfort, but, what lies below the ground cannot be guaranteed and if Additional Material is needed then it will be charged at a discounted rate of £ 25/kg. We will of course keep you informed on site if this is the case.

## Investigation Works

Investigation Works means Soils and Ground Investigation together with Drain Surveys. Carrying out these investigation works massively increases the predictability of the Treatment Works and reduces the uncertainty and risk elements contained in the **Budget Quotation**.

By carrying out investigation works we are more likely to find '**unknowns**'. Finding '**unknowns**' on site can delay drilling and injection, cause more materials to be injected, extend the time on site. Occasionally '**unknowns**' mean that the works cannot be completed. Please note however that Geobear is not responsible for the accuracy of works undertaken by others.

Because our **Budget Quotation** allows some element of risk, it is not unusual for the Budget Quotation price to reduce once ground conditions have been investigated.

Once we have the results of the Site Investigation information, we can provide a **Final Quotation**, giving you more certainty about the projects costs.

Please note that Investigation Works also give certainty for feasibility and design. If we recommend that further investigations or surveys are carried out and you decline to act on that advice, we can not be liable for any superstructure repair works, damage or defects with the Work.

Whether you are accepting the **Budget Quotation** or the **Final Quotation** our respective obligations and our standard terms and conditions are set out below. Please do familiarise

yourselves with them as well as the Customer Preparation Guidance brochure ([Click here to download](#))

### **Drains**

If we suspect that there is a drain within the vicinity of the treatment area we will require a drain survey to be undertaken to verify the position and condition of the drains. Please note that whilst typically drain surveys can be performed by lifting manholes there are occasionally requirements for additional break ins in order to be able to access the drains and there are additional charges for this.

If drain repairs are required then these should be undertaken prior to our work so as to minimise the possibility of our material entering the drain.

If you are aware that you have a shared drain you must inform Geobear and contact the relevant authorities to ascertain the condition of and enact repairs as needed.

Where drains are present we always recommend drain monitoring via CCTV. This does not guarantee that material will not enter the drain, however it enables us to observe the drain and immediately stop injections should material enter the drain. If material does enter the drain we will flush it out with a jetter or cutter as required before recommencing injections.

### **Parking permits**

Occasionally parking permits or parking bay suspensions will be required and will be added to the quote if known at the time of the quotation. If not known until later, you will be informed of the charge and the charge will be added to the final invoice.

### **Budget Estimate or Final Price - Quotation Validity**

If either a **Budget Quotation** or an **Final Quotation** is provided it will supersede any previous Budget Estimates and any earlier Final Quotations issued by us.

### **“Unknowns” and Variables**

Working in the ground is fraught with risk. It is impossible to predict with 100% accuracy underground conditions and occasionally **‘Additional Works’** are required.

By carrying out Investigation Works before our works we can better define the scope of works and in particular identify the most appropriate depth of treatment, rather than make a ‘worst case assumption’. The expenditure associated with Investigation Works will potentially ensure that Unknowns and Variables can be avoided, or be much reduced.

Dealing with **‘unknowns’** a charge will be made for all work completed along with any investigation time / expenses incurred. In the event of additional works arising we will of course keep you informed, but may need to charge for

Additional Material (discounted rate)	<b>£ 25 / kg.</b>
Additional Drilling	<b>£ 75 / 0.5m increment</b>
Delays & standing	<b>£ 410 / hour</b>

### **Lifting Structures**

The Treatment Plan may propose that we will lift slabs or walls. The viability of the proposal is dependent on both the condition of the structure and how it behaves during the injection works. Our supervisors are trained to monitor the structure and may decide that it is not possible to lift the structure without risking further damage or creating instability. In such a situation, our Work will be limited to ground improvement or clay shrinkage works only.

### **Changes to Scheme Design**

Very rarely, ground conditions throw up severe anomalies. For instance, drilling into an uncharted drain or an abandoned sewer. In circumstances like this, the whole basis of the **Budget Estimate** or **Final Quotation** has changed and the feasibility of the project and the design may need reconsidering.

If this arises, we will redesign the works and provide a new revised quotation during the works. Please note that if the revised quotation is not accepted we shall be under no obligation to continue with any work at the Site Address and will cease all operations and issue you with an invoice for the works carried out up to the time that we vacated the Site Address.

### **Weekend Work**

This quotation does not allow for weekend work. An additional charge of £ 950 per day or part thereof will be levied for weekend work.

### **Delays and Down Time**

Occasionally, down time and delays arise and will be charged at £ 410/hour. The most prevalent reason for the down time and delay charges is for time spent at the Site Address whilst you, the customer, completes your obligations. Of course, we would prefer to complete the job without delay and again we urge you to ensure that you have fully complied with **the Customer Preparation and Guidance booklet** items in time for our Works.

### **ITEMS THAT GEOBEAR ARE NOT RESPONSIBLE FOR**

The Works are confined to below ground level, but if we are providing services inside the Site Address and damage is caused by our employees in the carrying out of the Works, we will make good any damage to the Site Address caused by us while doing so, save that we shall not be liable for:

- repairing any pre-existing faults or damage to the Site Address that we discover while carrying out the Work
- security and protection of and/or removal, replacement, adjustment or repair of all finishes, fixtures, fittings, floor coverings, joinery, partitions, ceilings, furniture, goods, articles, equipment, building and services, landscaping and external works, including to adjacent properties
- any damage to services (including underground services and connections) building structure, adjacent elements, wall/floor finishes, glass, joinery, landscaping
- ingress of geopolymer into drainage systems or fittings, conduits, appliances, services or unrelated voids / rooms
- subsequent failure including movement and cracking, due to structural deficiency, altered use and/ or loading, tree roots, sub-base and/or subgrade conditions, ingress of water from flooding or broken pipes

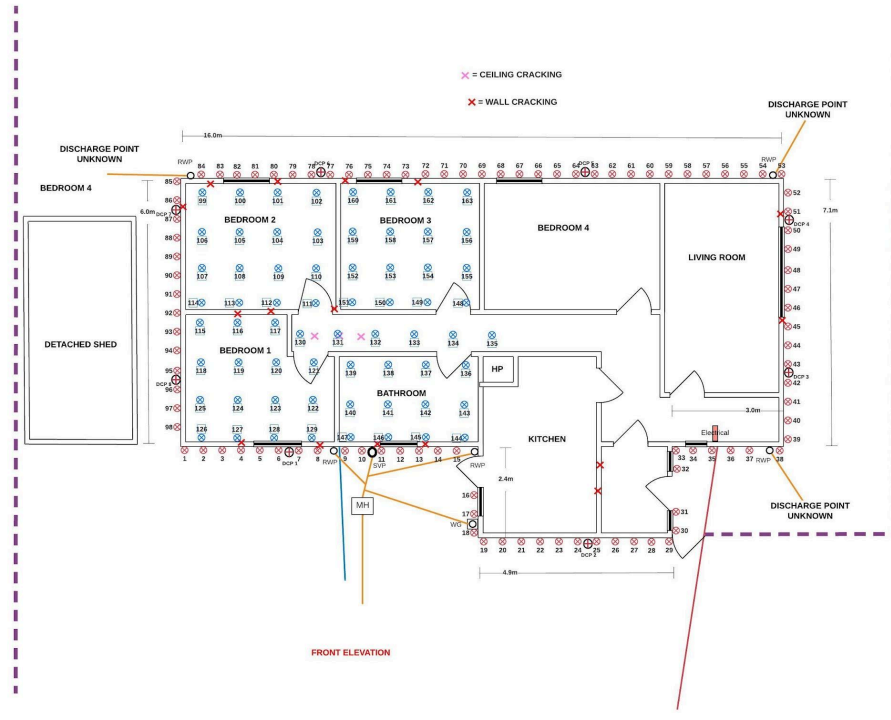
- repairing any pre-existing faults or damage to the Site Address that we discover while carrying out the Work
- making good existing drains
- making good any mains services
- making good any driveways, patios, paths or roads, especially in situations where during the Works, the Products migrate slightly;
- making good any faced brickwork, rendering, plastering or decoration
- making good any flooring, lawns, plants or shrubs
- any crack repair required at the Site Address, to be done in accordance with best practice (BRE Repair Guide or similar)
- any repairs or replacement of floor coverings which were not removed by the Customer.

**ITEMS THAT GEOBEAR ARE RESPONSIBLE FOR**

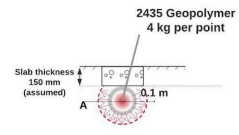
<b><u>Item</u></b>	<b><u>Responsibility</u></b>
1. Health & Safety of customers within the working area.	<b><u>GEOBEAR</u></b>
2. Designing the most cost effective ground treatment solution.	<b><u>GEOBEAR</u></b>
3. Discussing the Quotation and providing a point of liaison.	<b><u>GEOBEAR</u></b>
4. Establish best fit dates for the works and confirming arrival times.	<b><u>GEOBEAR</u></b>
5. Carrying out the works in a safe, clean manner and with least disruption to the Customer and others.	<b><u>GEOBEAR</u></b>
6. Tidiness & Cleanliness of the working area, Geobear plant and equipment.	<b><u>GEOBEAR</u></b>
7. Verifying that all known services shown on service plans / reports are marked up and if required exposed (see Enabling Works).	<b><u>GEOBEAR</u></b>
8. Verification of the scope of works including treatment area, foundation / slab depth, ground conditions and treatment depth.	<b><u>GEOBEAR</u></b>
9. Installation of the geopolymer injection works in accordance with the quotation and Treatment Plan.	<b><u>GEOBEAR</u></b>
10. Following completion of the work and received payment, issuing the certificate of structural adequacy (if requested by customer), the insurance backed guarantee and the company guarantee.	<b><u>GEOBEAR</u></b>

ANNEX 1

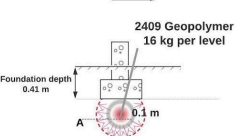
TREATMENT PLAN:



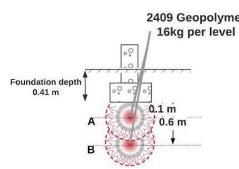
INJECTION POINTS 99-163 (65 INJECTION POINTS IN TOTAL)



INJECTION POINTS 53-91 (39 INJECTION POINTS IN TOTAL)



INJECTION POINTS 1-52 & 92-98 (59 INJECTION POINTS IN TOTAL)



PROPOSED TREATMENT PLAN	
<b>Work number</b>	OPP104306
<b>Address</b>	476 Seacoast Road, Limerick, County Derry, BT50 6LE
<b>Client name</b>	Mr Cianan & Mrs Claire Wilkinson
<b>Drawn by</b>	Enide T. Corman
<b>Date</b>	11/11/24
<b>Rev. numb.</b>	003
<b>NOTES</b>	<ul style="list-style-type: none"> <li>1. Geopolymer will be used.</li> <li>2. Geopolymer will be injected at 1.1m and 1.2m below floor level.</li> <li>3. All work shall be done in accordance with the relevant standards and codes of practice.</li> <li>4. All work shall be done in accordance with the relevant standards and codes of practice.</li> <li>5. All work shall be done in accordance with the relevant standards and codes of practice.</li> <li>6. All work shall be done in accordance with the relevant standards and codes of practice.</li> <li>7. All work shall be done in accordance with the relevant standards and codes of practice.</li> <li>8. All work shall be done in accordance with the relevant standards and codes of practice.</li> <li>9. All work shall be done in accordance with the relevant standards and codes of practice.</li> <li>10. All work shall be done in accordance with the relevant standards and codes of practice.</li> </ul>
<b>Legend</b>	<ul style="list-style-type: none"> <li>Electricity cable</li> <li>Water pipes</li> <li>Heating oil feed</li> <li>MH</li> <li>Manhole cover</li> <li>Rain water pipes</li> <li>High voltage electricity cable</li> <li>Sewer</li> <li>Culvert</li> <li>H</li> <li>Roof location</li> <li>Fiber optics and communications</li> <li>Drainage</li> <li>Obstruction</li> <li>Injection point</li> <li>Load bearing wall</li> </ul>

## **ANNEX 2**

### **Credit Check**

If you consent to a credit check, and this proves satisfactory, there will be no requirement to pay a 30% deposit.

Please email us the following details to consent to a credit check:

**1 Full name(s)**

**2 Address of current residence**

**3 if less than 3 years, previous address(es)**

**4 Date of Birth.**

**I/we give consent to Geobear to carry out a credit check.**

### **Verification under CIS Scheme**

If you the Customer are a Contractor we can confirm that we are verified under the HM Revenue & Customs CIS scheme.

Unique Tax Reference (UTR):	4964305198
Company Name:	Geobear Residential Ltd
Company Registration Number:	10741472

If further confirmation is required please contact HM Revenue & Customs on 0845 366 7899 or online at [www.hmrc.gov.uk/new-cis](http://www.hmrc.gov.uk/new-cis).

## ANNEX 3 Terms And Conditions Applicable to this offer

### 1 OUR TERMS

These are our Terms and Conditions, and when accompanied by the quotation appended to these Terms and Conditions, "Quotation", are the only terms and conditions on which we will contract with you. They apply to all the work and services we carry out. Where the Customer is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession the Customer shall be a 'consumer' and The Consumer Contracts Regulations 2013 and The Consumer Rights Act will apply. Where the Customer is not a 'consumer' as defined in The Consumer Contracts Regulations 2013, the contract will be a business to business contract and the above legislation shall not apply. All relevant consumer protection legislation and regulations, and clause 7.1 of these Terms and Conditions apply only in the case of business to consumer contracts. Where this is a business to business contract the terms of the Housing Grants, Construction and Regeneration Act 1996 (as amended) shall apply.

You, the Customer, will have 30 days from receipt of a Quotation to place an order with us, and your written acceptance of our Quotation will be the point at which a contract will come into existence between you and us. We may withdraw a Quotation at any time before your acceptance of it.

In these Terms and Conditions, the following words have the following meanings:

- (a) "Acceptance" means written confirmation of acceptance of our Quotation or signed Esign document.
- (b) "Contract" means these Terms and Conditions and the most recent Quotation,
- (c) "Goods" mean our polyurethane foam and any other goods to be provided by us in connection with the Work, and when we use the word
- (d) "Insolvent" and related terms take their meaning from section 113 of Part II Housing Grants, Construction and Regeneration Act 1996.
- (e) We refer to "Raw Material", "Work" and "Goods" together as "Products".
- (f) "Quotation", means our most recent written quotation in respect of the Work be that a Budget Quotation or an Final Quotation.
- (g) "Raw Materials" mean the chemicals combined by us to make our geopolymer,
- (h) "Regulations" means The Construction (Design & Management) Regulations 2015
- (i) "Site Address" means that address set out in the Quotation,
- (j) The Treatment Area and Treatment Zone are shown on the Treatment Plan
- (k) "Work" and "Works" means the injection of our geopolymer into concrete floors and concrete slab surfaces and/or substrates, void filling or installation of Power Piles,
- (l) When we use the words "writing" or "written" in these Terms and Conditions, this includes emails issued to the email address included in this quotation.

Any formal notification that either party needs to give under the Contract must be by email or by first class post to the address as set out in the Quotation (in the case of a notice given to us) and to the Site Address or any email address used by you when accepting the Quotation (in the case of a notice given to you). If sent by email before 5pm on a weekday the notification shall be treated as having been delivered that day and, if by post, the notification will be treated as having been delivered two working days after posting.

### 2 OUR PRODUCTS

The images of the Products in our brochures, price lists, advertisements or on our website are for illustrative purposes, and are approximate representations only.

### 3 PRICE

Subject to the terms of the Quotation, you will pay the price set out in the Quotation. The Price is whichever of the following as is set out in the Quotation:-

- (a) Final Quotation; or
- (b) Budget Quotation

Final Quotation means the final price is that stated together with any Additional Materials and or Additional Works.

The Budget Quotation price is calculated by reference to our best estimate of the quantity of Raw Material which will be needed to produce the Goods and carry out the Work described in the Quotation. The actual amount of Raw Material needed to carry out the Work can only be determined accurately during our performance of the Work, and so we will monitor that amount during our performance of the Work. If, when we complete the Work, the actual amount of Raw Material used in the execution of the Work is greater than the estimated amount, then we will be entitled to increase the Price in accordance with the unit rates shown in our Quotation. The Budget Estimate is a minimum price quotation (which may increase in the limited circumstances set out in the Contract) however the Customer shall never pay less than the Minimum Price.

### 4 PAYMENT

In compliance with HMRC Revenue and Customs rules VAT is charged at the rate applicable at the time our invoice is raised

Payment of all sums due must be,

- (a) at the times stated below
- (b) by bank transfer to the bank account set out in the Quotation or by credit/ debit card as agreed.
- (c) Our invoicing, and your payment, will be as follows:
- (d) if and as set out in our Quotation, we will invoice you for an advance payment immediately upon acceptance of the Quotation and you must pay the invoiced sum before we start carrying out the Work;
- (e) where we have agreed that the Work will be carried out in sections, we will invoice you for the relevant section of Work on completion of that section (taking account of any element of the advance payment that applies to the relevant section of Work);
- (f) where the duration of the Work is more than 28 days, we will invoice you for the Raw Materials delivered and Work completed by us during that 28 day period, immediately at the end of that 28 day period;
- (g) we will invoice for the balance due for the Work, on completion of the Work, taking into account any price adjustment that we have made under these Terms and Conditions or the Quotation, and also taking into account the payments you have made;
- (h) the final date for payment of an invoice in the case of business to consumer contracts shall be upon receipt of the invoice; and
- (i) the final date for payment of an invoice in the case of business to business contracts shall be 7 days after the date of the invoice. The date of the invoice shall be the 'due date' for the purposes of the Housing Grants, Construction and Regeneration Act 1996 (as amended).

If you do not make any payment to us by the final date for payment we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of National

Westminster Bank plc from time to time. This interest shall accrue on a daily basis from the final date for payment until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

## 5 OUR RIGHTS TO MAKE CHANGES

We may change the Products:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) if, as part of our development of our Products, the Raw Materials or Work can be delivered more efficiently, without any adverse effect on the quality or performance of the Raw Materials and Work.

Other than set out in this clause, the quantity, quality and description of, and any specification for our Products, shall be as set out in the Quotation.

You must inform us if damage at the Site Address worsens in the period between us visiting the Site Address and us commencing the Works. Where the damage has worsened, we reserve the right to amend revise the Quotation.

## 6 PROVIDING THE PRODUCTS

Move During the order process, we will let you know when we will be able to carry out the Work, and we will begin the Work on the date agreed with you. The Estimated Time Required for the Work is as set out in the Quotation, but this is a guideline only and the actual duration of the Work may be longer or shorter, for instance including if we are delayed by you or by reason of other circumstances beyond our control.

We do not accept and will not be liable to you for any charges or claims arising from delay in carrying out the Work irrespective of the cause of the delay.

If our Raw Materials are on site for any time when a member of our workforce is not on site, you must not handle them except in accordance with our written instructions. We will label them in such a way as to remind you of this .

During the Work only personnel approved by us are permitted to be in the Treatment Area.

Where possible and technically appropriate, we may propose within the Treatment Plan to lift slabs or walls, however this can depend on the condition of the structure, and therefore may not be possible. In such a situation, our Work will be limited to ground improvement works only.

We will comply with our obligations under The Construction (Design & Management) Regulations 2015 (the Regulations) and, where specified in the Quotation, shall undertake the role of "Principal Contractor" and/or "Principal Designer" as may be required.

## 7 YOUR OBLIGATIONS

You must let us have unimpeded access to the part of the Site Address where we will be carrying out the Work throughout the entirety of the Estimated Time Required stated in the Quotation. We will need access during normal working hours together with any extended working hours that we agree.

You must carry out the other Customer responsibilities set out in the 'Customer Preparation and Guidance booklet' and elsewhere in the Quotation.

You must, upon request, give us access and information in your possession, or which you can obtain without unreasonable effort or expense, to allow us to produce the pre-construction information that is required under the Regulations. In particular, you must let us know of any hazards that our employees, or any other visitors, might encounter at the Site Address prior to the Work commencing.

You must be available for us to consult with and take instruction from during the carrying out of the Work, or you must let us know who has authority to give information and instructions on your behalf, and ensure that that person is available for consultation and to give instructions.

You must provide us with a constant and adequate supply of electricity during the carrying out of the Work, Free of Charge If we need any other mains services for carrying out the Work, we will inform you before we start the Work.

You must ensure that furniture and carpets, and where possible floor coverings, are cleared and/ or removed from the Treatment Area or rooms in which the Work will be carried out. Where floor coverings cannot be, or are not, removed, we can drill through these if acceptable, but we will not be responsible for repairing or replacing these.

## 8 YOUR RIGHTS TO END THE CONTRACT

Where you are a 'consumer' as defined by The Consumer Contracts Regulations 2013 you have the right to cancel the Contract within 14 days from entry into it without giving any reason, and without incurring any liability.

However, if you the Customer made a request to start the Works within the 14 day period you shall be liable for the Price of the Works carried out up to the date of your decision to cancel the Contract was communicated to us.

The rate for such abortive costs shall be as set out in the Quotation. Except as provided in this clause, should you cancel our Contract prior to the Work commencing, we shall be entitled to payment of 50% of the Price if less than 2 weeks' notice is given, and if less than 1 weeks' notice is given then we shall be entitled to 100% of the Price.

Business to business customers shall not be entitled to cancel this Contract prior to the Work commencing without our consent.

During the course of the Works, the Customer shall be entitled to terminate the Contract as a result of our material breach of the terms of this Contract or in the event of our Insolvency. You shall not have any other rights to cancel or terminate the contract once the Work has commenced.

## 9 OUR RIGHTS TO END THE CONTRACT

We may end the Contract at any time by writing to you:

- (a) for any of the reasons set out in the Quotation;
- (b) if you do not make any payment to us when it is outstanding and you still do not make payment within 7 days of us reminding you that payment is outstanding;
- (c) if you do not, within 5 days of us asking for it, provide us with the information required under clause 7;
- (d) if you do not allow us access to your premises to carry out the Work;
- (e) if you do not provide us with electricity and any other relevant mains services as required by clause 7 or you do not provide us with consultation facilities or instructions as required by clause 7; or
- (f) fulfil the obligations set out in the Customer Preparation Guidance
- (g) if you become Insolvent.

If we end the Contract in the situations set out in clause 9, we may charge you for the net costs we incur or will incur and other losses and damages we suffer.

## 10 IF THERE IS A PROBLEM WITH THE WORKS

If you have any questions or complaints about the performance of our Work, please contact us. You can telephone our customer service team at 0800 084 3503 or write to us at Geobear, Unit 1 The Dell Business Park, Enterprise Drive, Four Ashes, Wolverhampton, WV10 7DF.



You confirm that:

- (a) you shall inform us in writing of any defect within 21 days of discovery and give us the opportunity to inspect the area affected;
- (b) subject to clause 11, if any of our design, Work, Raw Materials or Goods prove to be defective, our sole responsibility shall be limited to the costs of repairs necessary to enable the Works to perform as required by this Contract.
- (c) any work carried out to rectify any failure or deterioration covered by our 10 year guarantee shall not extend the duration of the guarantee;
- (d) if any alleged defect failure or deterioration is proven not to be our responsibility, then all costs associated with investigation of such failure or deterioration shall be borne by you; and
- (e) no guarantee provided by us shall become valid until such time as payment in full and on time for the Work has been received by us.

We are under a legal duty to supply products that are in conformity with this Contract and, in the case of a business to consumer contract, the Consumer Rights Act 2015. Nothing in these Terms and Conditions will affect your legal rights.

We confirm that:-

- (f) subject to clause 4, the Raw Materials comply with the Contract;
- (g) the Work shall be carried out in a good and workmanlike manner and in accordance with best industry practices, by operatives suitably trained, qualified and experienced for the tasks they will carry out in the execution of the Work; and
- (h) we have used the reasonable skill, care and diligence to be expected of a qualified and experienced professional designer in identifying the injection points for the Works and establishing the amount of material required for the works. For the avoidance of doubt we do not offer a Fit for Purpose guarantee.

In addition to the legal obligations that we have, and the legal rights you have, as summarised above, we agree with you that the Goods will not shrink or deteriorate in any other way for at least 10 years from the date on which we complete our Work. However, we will not be liable to you (whether under this clause or otherwise) if the Goods shrink or deteriorate in any other way due, in whole or in part, to any of the following causes or combination of them:

- (i) Wilful or accidental damage (by anyone other than us);
- (j) Negligence (by anyone other than us);
- (k) Abnormal working conditions;
- (l) Any items that are listed as being the Customer's responsibility under the Quotation;
- (m) Change in loading of the treated area;
- (n) Failure to follow any written instructions we may give; or
- (o) Misuse, alterations or other work carried out to the treated area without our giving our approval beforehand.

We shall not be liable for a change in the ground conditions at the Site Address including any superstructure repair costs or works which occurs once the Work has completed, including any landslide, sinkholes or slippage.

We will not be liable to you for any sinkholes or shrinkage or deterioration in the Goods due to any external causes which adversely affect the successful immediate and/or long-term installation of the geopolymer, such as additional movement not connected to the original cause, significant added static or dynamic loadings, damage caused by localised digging, or damage to the Goods caused by natural disasters (storms, floods, tides, dryness, earthquakes or fire). Further, we shall not

be liable under any express or implied condition or warranty in this Contract for the quality of our Products, if you fail to pay us the sums due under this Contract.

11

## OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are not responsible for any loss or damage that is not foreseeable or which has not been fully mitigated and is not legally enforceable, or which arises due to any wilful act or wilful omission of the Customer. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process or it was detailed in the Quotation.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or, in the case of a business to consumer Contract, liability for breach of your legal rights under the Consumer Rights Act 2015.

The Works are confined to below ground level but if we are providing services inside the Site Address and damage is caused by our employees in the carrying out of the Works, we will make good any damage to the Site Address caused by us while doing so save that we shall not be liable for:

- (a) repairing any pre-existing faults or damage to the Site Address that we discover while carrying out the Work;
- (b) making good existing drains;
- (c) making good any mains services;
- (d) making good any driveways, patios, paths or roads, especially in situations where during the ground improvement, slab stabilisation or re-levelling processes the Products migrate slightly;
- (e) making good any faced brickwork;
- (f) making good any rendering, plastering or decoration;
- (g) making good any flooring, lawns, plants or shrubs;
- (h) any repairs or replacement of floor coverings which were not removed by the Customer; or
- (i) any crack repair required at the Site Address.

We shall not be responsible for remediation for or any losses arising as a result of any of, or a combination of the following causes:

- (j) the cost of routine maintenance, overhaul or modifications or loss or damage arising therefrom, or for which compensation or recourse is provided by legislation such as the Consumer Credit Act 1974;
- (k) any failure by the Customer to rectify any cracks at the Site Address which we have identified as requiring remediation;
- (l) any damage caused by war risks, sonic booms or nuclear radiations;
- (m) any damage or defect caused by wear and tear, sunlight, normal deterioration, neglect in maintenance, any change in colour, texture, opacity or discoloration or staining or superficial deterioration or marring of finishings or surface appearance or ageing processes;
- (n) any claims to which clause 10 would otherwise apply, first notified outside the period of our 10 year guarantee;
- (o) the use of the Works for any purpose other than that for which they were intended and as stated in the Quotation;
- (p) any claim, loss or damage caused by or consequent upon a peril that can be insured under a Household or Commercial Buildings or Property Owners Insurance policy whether insured or not, other than in respect of subsidence, heave or landslide as a result of defective workmanship or materials;

- (q) placement, erection or construction of anything on or through the Works without our written permission; 12
- (r) any abnormal use of the Works or the imposition of any load greater than that for which the Works were designed in whole or in part;
- (s) alterations, repairs or modifications to the Works or other Products unless carried out by us or agreed in writing by us;
- (t) any claim, loss, destruction or damage caused by pollution or contamination;
- (u) cosmetic cracking or blemishes that do not affect the performance of the Works or other Products; or 13
- (v) any claims, loss, destruction or damage due to any defective design that was outside of the scope of Works.

We are not liable for any consequential losses, economic losses or any business losses and shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, including but not limited to loss, costs, damages, expenses or penalties for any reason.

We shall not be liable to the Customer for any superstructure repair works or issues that may arise as a result of unidentified ground conditions at the Site Address, including extremely shrinkable clay, highly organic soil or unidentified voids which would not reasonably have been expected to be identified by a competent contractor carrying out works of the nature identified in the Quotation.

Where we recommend that further investigations or surveys are carried out prior to the commencement of the Work and the Customer declines to act on that advice, we shall not be liable for any superstructure repair works, damage or defects with the Work that arise as a result of the failure to act upon that recommendation.

Where the Customer does not instruct us to carry out site investigations, we shall carry out the Work using default design criteria based on the information available and any assumptions set out in the Quotation. We shall not be liable for any matters which could not have been known to a competent contractor carrying out work of the nature set out in the Quotation.

Without prejudice to any other limitation or exclusion of liability, our total liability under or in connection with the Contract shall under no circumstances exceed £100,000 in the aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of Contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty.

## YOU MAINTAIN CONFIDENTIALITY CONCERNING OUR PRODUCT

You must maintain confidentiality about the Products. You must not, during the period of our providing the Raw Materials and carrying out our Work, or afterwards, give anyone any information concerning the Raw Materials, the Goods, their properties and use, or concerning our methods of working, all of which are confidential, unless the law requires you to do so or unless required in order to properly enforce the terms of this Contract.

## OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these Terms and Conditions to another company in our organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

You need to tell us in writing if you transfer your rights to someone else. You may only transfer your rights under these Terms and Conditions to a subsequent owner of the Site Address on which we have carried out our Work, but not to anyone else. You must tell us in writing if this happens. If written notification is not received, the transfer of rights shall be invalid.

Nobody else has any rights under this Contract (except someone you pass your rights on to in accordance with this clause). This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in this clause. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms and Conditions.

We have, and will maintain, insurance in connection with the Work. We carry the following insurances, and agree that we will keep those insurances in place at least until the completion of the Work:

- (a) Employer's Liability insurance
- (b) Public and products liability insurance
- (c) Insurance of the Works
- (d) Professional Indemnity Insurance

These Terms and Conditions are governed by English law and you can bring legal proceedings in respect of the Contract in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts, and if you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

**Date of issue: March 2022**

**ANNEX 4**  
**Customer's Check List**

For your convenience and to ensure the smooth delivery of the works and a long lasting solution we recommend you complete the following checklist:

I have arranged all required enabling works as specified by Geobear	<input type="checkbox"/>
If required, access to neighbour has been agreed and contact details of neighbour have been supplied to Geobear	<input type="checkbox"/>
All required enabling works as required by Geobear have been completed before Geobear arrive on site	<input type="checkbox"/>
Directions and requirements for parking of the Geobear vehicles have been followed	<input type="checkbox"/>
I will be home or an authorised representative will be on site during the works	<input type="checkbox"/>
Following Geobear's works, I have ensured that all cracks are appropriately repaired	<input type="checkbox"/>