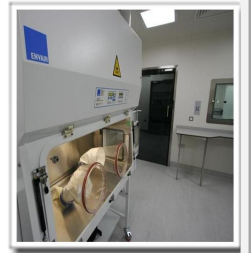


CGTC Braintree HVAC Modifications



WHY BASSAIRE?

UK's Longest Established
Cleanroom Specialist

Manufacture of associated
clean air and containment
equipment within Group

In-house Service &
Maintenance Engineers

ISO9001 Quality Assured

CHAS Accredited

Constructionline Approved

Our ref QBC20045
Dated 3.11.2020



C O N T E N T S

1. THE COMPANY.

2. HEALTH & SAFETY.

3. OUR CLIENTS.

4. PROJECT OVERVIEW.

5. COMMISSIOING & QUALIFICATION.

6. CLARIFICATONS AND ASSUMPTIONS

7. COSTS

1. THE COMPANY.

Bassaire Cleanrooms Limited is a customer-focused, service-orientated company that is firmly established and recognised as a leader in the Cleanroom, Specialist Laboratory and Containment Engineering market.

Bassaire Cleanrooms is one of the oldest cleanroom company in the UK having been formed in 1954. Offices are maintained in Southampton and Manchester and have got vast experience within the cleanroom sector and compiling with ISO 14644-1: Cleanrooms and Associated Controlled Environments, Parts 1,2, 3 &

Quality is underpinned by our ISO9001 accreditation whilst Construction Line and CHAS approval gives our customers even further confidence.

The company offers a full 'Turnkey' solution from cleanrooms, containment laboratories to pharmacy aseptic suites whilst also offering a complete range of clean air products including Vertical and Horizontal Airflow Workstations, Fume Cupboards, High and Low Integrity Isolators (mini environments), Glove Boxes, Air Showers and Microbiological Safety Cabinets.

Having dedicated staff, many of whom have been with the company for many years and a management team considered amongst the best in the industry we are well placed to ensure the correct solution is provided for your application.

Bassaire’s client base includes leading Pharmaceutical Companies, Universities, Medical Schools, Hospitals, Research Laboratories, The Aerospace Industry, Electronic Companies and many other Engineering and General industrial Firms.

More information on Bassaire Cleanrooms Ltd can be found on the Bassaire web site: www.bassaire.co.uk



“Our philosophy has always been to provide engineering solutions to our clients unique needs that meet the requirements of cost, timescale and, above all, quality.”

2. HEALTH & SAFETY.

It is the Company's view that accidents are not inevitable and that, with reasonable precautions and a positive approach by all concerned, most accidents can be prevented. We have introduced a Zero Harm Initiative throughout the Bassaire business where we have targeted Zero accidents.

- Golden rules are implemented from day one.
- Safe methods of work are adopted at all times.
- Safe and healthy working conditions are provided.
- All statutory and Company regulations are conscientiously observed.
- All accidents (whether involving injury or not) are carefully investigated.
- Steps are taken to identify the causes of accidents and to eliminate hazards or take effective preventative action.
- Instruction in safe methods of work and the safe and efficient operation and maintenance of Proprietary plant and equipment.
- Awareness of potential hazards and the precautions to be adopted.

HS&E Advisor

The Bassaire Safety Advisor (Brian Street) will visit site to carry out regular safety inspections.

Competent First Aiders

Bassaire will have competent First aiders on each site

Training

Bassaire invest into people to ensure competency when undertaking our work.

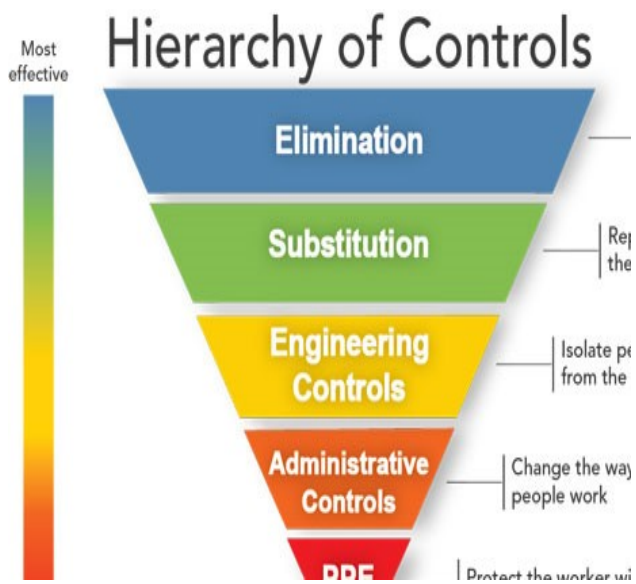
- Competent and approved Industry personnel
- Project Managers are SMSTS certified.
- Construction Managers have SSSTS certification.
- All operatives are CSCS certified

Our Team are certified for:

- PASMA (Prefabricated Access Suppliers and Manufacturers Association)
- IPAF (International Powered Access Federation) for Scissor Lifts (SL) and Self Propelled Booms (SPB)
- First Aid at Work

Commitment to Health, Safety & Sustainability on Site:

- BCL Induction
- Daily Briefing
- Task Specific trained Operatives
- Pro-Active attitude to H&S
- Work Activity Packs
- Weekly Toolbox talks & Monthly Forums
- High Standards of Housekeeping
- Re-use materials where possible
- Regular Inspection (Report & Communicate)
- Alternative Discipline through Education



3. OUR CLIENTS.

Bassaire Cleanrooms Limited remains a market leader and the company of choice to these organisations.

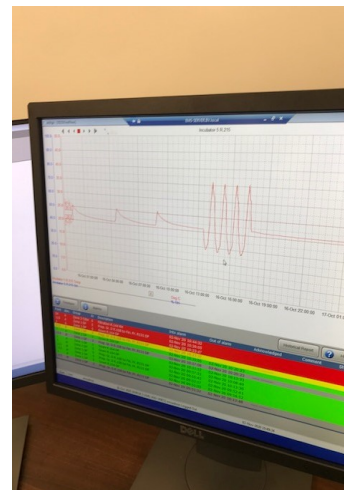
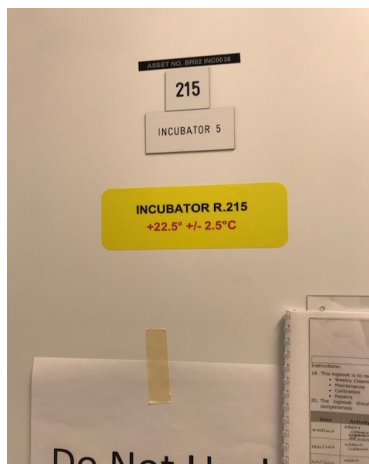


4. PROJECT OVERVIEW

FCU WORKS – EXISTING

Further to the PM scope of works (GB0910435-46-SW-0001, Issue A and graphs) and Bassaire’s survey there are three issues with the HVAC system in the Incubator rooms.

1. The temperature control generally stays consistent however it does go out of parameter as the below picture of the graph.
2. It takes a long time for the temperature to stabilise once the door is and closed
3. The airflow pattern needs to be improved to reduce temperature stratification



Solutions – Option 1 -

Strip out the existing FCU and provide a larger FCU unit

Advantages

- This will provide more cooling/heating which will improve the time to stabilise the temperature once the door is opened/closed
- This will provide a greater airflow therefore should help with the circulation
- A new commissioned system should provide more stability

Disadvantages

- Dx is not always stable especially when it goes through the defrost cycles and therefore will always have an inherent risk of going out of condition.

Solutions 2 – Option 2 (preferred option)

Provide independent HVAC system similar to Room R211 (however without humidifier as humidity control is not required) This would include a separate fan, separate electric heater, a cooling coil (piped to heat pump), HEPA filters and BMS controls.

Advantages

- This will provide a higher air change rate which will provide a quick recovery time in meeting the temperature once door is opened and closed.
- Future proofed to add humidifier into system if humidity control is required later down the line.
- More stable HVAC system compared to FCU's

Disadvantages

- Higher cost and tight space for the installation of HVAC equipment.

Airflow pattern - Items which need to be rectified

- If you go with option 1 or 2 , we would like to create more space in the ceiling, for the 4-way diffuser. We believe this can be completed by moving the light fitting 90 degrees and therefore creating more space. We would have to complete a design check of the Lux levels. Alternatively, we could build a return air void in the incubator room and install the extract grille at low level.
- Change shelving to perforated type

HEATER BATTERIES

There are fundamental issues with the steam as highlight by the PM report and correspondence with site.

Existing Coils are as follows;

6.3.2 – Steam Heater Batteries

Manufacturer	- Daikin Applied (UK) Ltd
Type	- Fin & Tube
Condensing Pressure/Temperature	- 2.5Bar/128.04°C
Duty: -	

Heater Ref	Serving	Duty (kW)	Duct Size (mm)
HB0104	HVAC Zone 1	42.90	900x900
HB0201	HVAC Zone 2	30.78	780x800
HB0302	HVAC Zone 3	16.36	600x600
HB0303	HVAC Zone 4	65.45	1080x1100
HB0304	HVAC Zone 3	26.78	660x700
HB0406	HVAC Zone 4	16.54	600x600

Existing HVAC schematics reference heater batteries

1. Schematic MMT 9494 M002 – Rooms 118 and 119
2. Schematic MMT 9494 M003 – Rooms 121, 128, 126, 125, 135,132, 131
3. Schematic MMT 9494 M005 – Rooms 137,140, 141,143,144c,144b,144a
4. Schematic MMT 9494 M006 – Rooms 146
5. Schematic MMT 9494 M007 – Rooms 154, 156, 150
6. Schematic MMT9494 M009/010 – Rooms 202,203, 204, 205, 208

Options to upgrade the heater batteries

General

We have assumed that the original size of the heater batteries is adequate and therefore have used the same KW of heating for the electrical and LTHW options.

We would need to compare the resistance of the existing coils with the new propose coils. Therefore, we would complete flow rate readings of the ventilation system before any amendments are made and then retake reading after modifications and balance accordingly if flow rates have been altered.

To assist with programme implications, we would install the central services (i.e. cable distribution for electric or pipework for LTHW) then complete individual switch overs to suit minimum shutdown times. To note; The LTHW option would have a longer shutdown period as have to commission unit etc

OPTION 1 (ELECTRIC HEATER BATTERIES)

The power supply can potentially come from Mechanical DB or the schneider board as the attached photos.



Advantages

- Installation which will be in line with many other heater batteries on site
- Reasonably quick installation

Disadvantages

- Require enough power from site distribution. We expect there is enough capacity, however, this will take up a lot of the electrical future proofing
- Due to the large electrical loads the running costs will be substantially more than LTHW or steam option

OPTION 2 (LTHW BATTERIES)

Provide a LTHW heater battery solution. We would provide a plate heat exchanger packaged skid, which will incorporate steam to LTHW plate heat exchanger, pumps, pressurisation units, control valves/ controls, dosing pots, with interconnecting pipework distribution to new LTHW coils.

We believe there is space for the heat exchanger skid adjacent to the steam boiler and logistically it should be ok as we can use the double door lift.



Typical detail for Plate heat exchanger skid

Advantages

- Making use of the steam generation plant on site
- Running costs would be much cheaper (compared to electricity)
- More robust solution for the future
- Future proofing for additional heating requirements

Disadvantages

- Lead time for plant are longer
- Longer installation time compared with electrical heater batteries (Although we can get works premanufactured, i.e. Plate heat exchange skid, pipework etc)

Other scope of works

1. R211 – divert water services above incubator

We can complete an investigation of diverting services above the R211 incubator room. We will provide a budget cost.

2. Trace heat condensate AC trays. The installation of trace heating tape has been used to stop the build up of ice/potential flooding, however, its not a great installation. We would suggest installing trace heating/UFH mats as per the below image. We will provide a budget cost.



5. COMMISSIONING & QUALIFICATION.



Bassaire have In-house commissioning & validation engineers and they balance, commission, and qualify any cleanroom suite. Therefore, we will make sure the HVAC modifications will all be completed and commissioned in line with the relevant Standard BS EN ISO 14644 covering clean air environments.

Bassaire have experienced service engineers who check and monitor all significant indicators in the users' presence providing a full-service report and Certificate of Conformity after each visit.

6. CLARIFICATIONS AND ASSUMPTIONS

1. All works will be carried out during normal working hours which we have assumed will be 8.00a.m. to 04.30p.m. Monday to Friday.
2. We have not allowed for stripping out redundant steam pipework
3. We have not allowed for Duty/Standby AC units or pumps
4. Welfare facilities are to be provided by Main Contractor.

7. COST BREAKDOWN

FCU Modifications

Option 1 Strip out the existing and provide a larger FCU unit

	Quantity	Cost	Option 1 Comments
Option 1 (New FCU and Condensers)			
Prelims and design	1	£5,500.00	
POWER – Reconnect the single phase to the FCU, however the existing condensers are single phase and the new ones which we propose would be 3 phase, so would require a new supply from 400v DB.	1	£2,857.14	
New FCU and condensers	2	£19,430.00	Including; Complete new system AC Repairing R32 Gas not 410A , Re connect condense line, New grilles (supply & extract) Ductwork mods off FCU.
Ceiling modifications (removing existing grilles and installing new)	1	£761.43	
Ceiling modifications to move light	1	£1,200.00	
Commission/ take flow rates etc.	1	£785.71	
Option 1 totals		£30,534.29	

Option 2 (preferred option) Provide independent HVAC system similar to Room R211

	Quantity	Cost	Option 2 Comments
Option 2			
Prelims	1	£6,500.00	
Box fan	2	£3,428.57	
Attenuators	4	£2,285.71	
Extract HEPA	2	£1,314.29	
Supply Grilles	2	£428.57	
Ductwork	3	£6,428.57	
Cooling coil, condenser and refrigeration pipework	2	£8,571.43	
Electric heater battery	1	£714.29	
Control panel	1	£7,857.14	
Control wiring	1	£2,142.86	
Power to fan, heater battery & condenser	1	£2,142.86	
Ceiling modifications (removing existing grilles and installing new)	1	£761.43	
Ceiling modifications to move light	1	£1200	
Commission/ take flow rates etc.	2	£1,571.43	
Totals		£45,347.14	

Heater Battery Modifications

Option 1 Electric Heater Batteries and associated works

	Quantity	Cost	Option 1 Comments
Option 1 (Electric Heater batteries			
Prelims	1	£7,931.00	
6No Electric heater batteries	1	£12,364.29	Costs based on Neata including thyristor control panel
Ductwork connections	6	£8,571.43	
Power supplies	6	£6,000.00	BUDGET COST
Minor insulation works	1	£3,571.43	
BMS mods to Heater batteries and thyristor control panel wiring	1	£6,500.00	BUDGET COST
Scaffolding	6	£21,428.57	BUDGET COST
Pre checks	1	£785.71	
Re balancing	3	£2,357.14	
Option 1 totals		£69,509.57	

Option 2 LTHW Heater batteries and associated works

	Quantity	Cost	Option 2 Comments
Option 2 (LTHW)			
LTHW coils			
Prelims	1	£21,500.00	
Ductwork connections	6	£8,571.43	
Minor insulation works	1	£3,571.43	
Packaged PHE	1	£30,000.00	BUDGET COST
Pipework	1	£60,000.00	BUDGET COST
Pipework Flushing	1	£714.29	
Pipework insulation	1	£4,285.71	BUDGET COST
BMS mods to Heater batteries	1	£2,857.14	
Power to PHE and controls	1	£5,000.00	
Scaffolding	6	£21,428.57	BUDGET COST
Pre checks	1	£785.71	
Re balancing	3	£2,357.14	
Totals		£161,071.43	

Other scope of works

	Quantity	S Cost	Option 1Comments
R211 – divert water services above incubator	1	£1,500.00	We can complete an investigation of diverting services above the R211 incubator room
Trace heat condensate trays and pipework (condensing units)	1	£1,500.00	This will need a power supply.
Total		£3,000.00	

We trust we have interpreted your requirements correctly and hope our offer is of interest. If you have any queries, we would welcome an opportunity to discuss this further with you.

Please note that our offer is open for a period of 30 days from the date of this proposal.

We look forward to the opportunity of working with you on this project.

Yours faithfully,
Bassaire Cleanrooms Ltd

Robert McAlhone
Operation Director
Rob.mcalhone@bassaire.com

Bassaire Cleanrooms Limited Standard Terms & Conditions

1. DEFINITIONS

- 1.1. "Conditions" means the Conditions of Contract herein numbered 1-16
- 1.2. "Contract" means the Agreement together with the Conditions, the remainder of this document and all other items listed in this document.
- 1.3. "Contractor" means Bassaire Cleanrooms Limited.
- 1.4. "Defects Correction Period" means a period of six months from the date certified as practical completion for the Works.
- 1.5. "Drawings" means the design drawings prepared in compliance with the agreed specification incorporated into the instruction for the Works.
- 1.6. "Employer" means the party with whom the Contractor contracts under the Contract.
- 1.7. "Price" means the sum specified in this document plus the cost of any variations in accordance with clause 5.6.
- 1.8. "Programme" shall mean the programme produced by the Contractor as being incorporated into the instruction for the Works.
- 1.9. "Site" means the location/premises detailed within this document where the works will be executed by the Contractor.
- 1.10. "Specification" means the specification agreed as being incorporated into the instruction for the Works.
- 1.11. "Works" means all the work necessary for the completion of the Contract including any variations ordered by the Employer.

2. GENERAL OBLIGATIONS

- 2.1. The Contractor execute the Works and shall (subject to any provision in the Contract) provide all method statements, supervision, labour, materials, plant, transport and temporary works which may be necessary.
- 2.2. Where design of the Works is expressly identified as part of the Works, the Contractor's responsibilities for the design of the Works shall be to exercise of the reasonable skill and care of an appropriately qualified and professional designer experienced in designing works of similar size and nature as the Works.
- 2.3. The Contractor shall complete the Works in accordance with the Specification and the design as shown on the Drawings.
- 2.4. Following agreement between the Employer and the Contractor, at any time prior to completion that any of the following are required, the Employer may in writing order:
 - 2.4.1. any variation to the Works provided always that any such variation is compatible with the design of the Works; or,
 - 2.4.2. the suspension of the Works or any part of the Works; or,
 - 2.4.3. a change in the intended sequence of the Works; or,
 - 2.4.4. the removal and/or re-execution of any work or materials not in accordance with the Contract.
- 2.5. The Contractor shall at the cost of the Employer, afford reasonable facilities for any other contractor employed by the Employer.

3. STARTING AND COMPLETION

- 3.1. The starting date for the Works shall be either the date specified in this document, a date agreed in writing between the Contractor and the Employer prior to commencement of works on site, or the date on which the Contractor commences the execution of the Works on site. The Contractor shall begin the Works on the starting date. Any work carried out prior to the starting date shall be deemed to be carried out under the Contract.
- 3.2. The period for completion shall commence on the starting date and be as stated in this document subject to such extended time as may be granted under clauses 3.5 and 3.6.
- 3.3. The Contractor shall carry out the work in accordance with the timescales detailed within this document or a Programme to be agreed in writing between the Contractor and the Employer.
- 3.4. The Contractor must have cleared all materials, labour and plant from the Site by completion of the Works except such storage area as the Employer may designate for the storage of any remaining materials and plant.
- 3.5. If the progress of the Works is delayed for any instruction given under clauses 2.4 or 2.5 then the Employer shall, upon a written request by the Contractor for an extension of time for completion of the Works, by written notice grant such extension of the period for completion of the whole or part of the Works as is reasonable.
- 3.6. Any extended period or periods for completion of the Works shall be subject to regular review. Such review may result in a requirement for further extension(s) of time to those already granted by the Employer. The Employer shall grant all such further extensions of time requested by the Contractor as is reasonable.
- 3.7. Written requests for an extension of time shall be delivered to the Employer within ten days of the date by which the Contractor could reasonably have been expected to become aware of any event which delays or may delay completion.
- 3.8. If by the end of the period or extended periods for completion of the Works, the Works have not reached practical completion the Contractor shall be liable to the Employer for liquidated and ascertained damages for every week during which the Works so remain uncompleted in the amount of 0.5% of the Contract Sum per week up to a maximum of 10 weeks. Such liquidated damages shall be the Employer's sole remedy in respect of delays to completion of the Works.
- 3.9. The Contractor acknowledges that the sums referred to in clause 3.8 are liquidated damages and not a penalty.

4. DEFECTS

- 4.1. If any defects appear in the Works during the Defects Correction Period, the Employer shall give written notice thereof and the Contractor shall make good the same at his own cost to the Employer's satisfaction
- 4.2. If any such defects are not corrected by the Contractor within a reasonable time, the Employer may, after giving fourteen written days' notice to the Contractor, employ others to correct the same and the cost thereof which the Employer suffers as a consequence of any failure by the Contractor to correct defects shall be payable by the Contractor to the Employer.
- 4.3. Nothing in this clause 4 shall affect the rights of either party in respect of defects appearing after or continuing into the Defects Correction Period.

5. PAYMENT

- 5.1. The Contractor shall on a calendar monthly basis send the Employer a written application for payment of the work done, specifying the sum the Contractor considers due and the basis on which that sum is calculated. The date of such application shall be the "Due Date". The final date for any payment shall be 14 days after the Due Date.
- 5.2. No later than 5 days after the Due Date of the Contractor's application the Employer shall by written notice to the Contractor specify the sum which the Employer considers is due to the Contractor and the basis on which such amount is calculated (the "Payment Notice").
- 5.3. If the Employer intends to pay less than the sum stated as due in the Payment Notice (or, if no Payment Notice has been served by the Employer, the sum stated as due in the Contractor's relevant application), the Employer shall serve on the Contractor no later than five days before the final date for payment a notice specifying the sum the Employer considers is due to the Contractor on the date the notice is served and the basis on which that sum is calculated (the "Pay Less Notice"). The Employer shall then pay to the Contractor the sum specified in the Pay Less Notice by the final date for payment.
- 5.4. In the event that a payment due under the Contract is not paid in full by the final date for payment and no Pay Less Notice has been served, the Contractor may suspend performance of any or all of its obligations under the Contract, subject to providing the Employer with 7 days' written notice of its intention to suspend performance.
- 5.5. Any period during which performance is suspended in pursuance of the right conferred by clause 5.4 shall be disregarded in computing, for the purpose of any contractual time limit, the time taken by the party exercising the right or by a third party, to complete any work directly or indirectly affected by the exercise of this right. Where the contractual time limit is set by reference to a date rather than a period, the date shall be adjusted accordingly.
- 5.6. If the Contractor carries out additional work or incurs additional cost pursuant to clauses 2.4.1 to 3, 2.5, 5.4 or 5.5, the Employer shall pay to the Contractor such sum as the Employer or Contractor shall agree.
- 5.7. If the Employer fails to pay an amount properly due, or any part thereof, by the relevant final date for payment then the Employer will pay as a substantial remedy (in addition to the amount not properly paid), simple interest thereon at a rate of 8 % above the base rate of the Bank of England current at the date the payment became overdue, for the period until such payment is made.

6. ASSIGNMENT AND SUB-CONTRACTING

- 6.1. The Contractor shall not sub-contract the whole of the Works. The Contractor shall inform the Employer of any sub-contracting of part of the Works.
- 6.2. The Contractor shall be responsible for any act, default, or neglect of any sub-contractor, his agents, servants or workmen in the execution of the Works or any part thereof as if they were the act, default or neglect of the Contractor.
- 6.3. The Contractor shall procure that the Employer has such direct access as the Employer may, from time to time, require to any supplier to or sub-contractor of the Contractor in respect of any item of plant or equipment.

7. STATUTORY OBLIGATIONS

- 7.1. The Contractor shall:
- 7.1.1. comply with; and
- 7.1.2. procure without limitation all necessary licenses permit permissions and consents required by; and
- 7.1.3. give all notices required by any statute, statutory instrument, rule or order or any regulation or by-law applicable to the construction of the Works and shall pay all fees and charges which are payable in respect thereof.

8. LIABILITIES AND INSURANCE

- 8.1. The Contractor shall insure the Works in the joint names of the Employer and the Contractor together with materials plant and equipment for incorporation therein to the full replacement cost and such insurance shall cover all loss or damage from whatsoever cause arising.
- 8.2. Subject to clause 13.1, the Contractor shall indemnify and keep the Employer indemnified against all losses and claims for injury or damage to any person or third party property whatsoever which may arise out of or in consequence of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 8.3. The Employer shall insure the existing building and its contents in the joint names of the Employer and the Contractor and provide for recognition of each sub-contractor employed by the Contractor as a joint insured under the relevant Joint Names Policy.

9. ADJUDICATION

-
- 9.1. The parties hereto have a right to refer any dispute or difference arising under the Contract to adjudication at any time under the procedure set out in the Scheme for Construction Contracts (England and Wales) Regulations 1998, as amended (the "Scheme") save that the appointed adjudicator shall also have the power to decide whether one party shall pay the other party's legal costs of the adjudication proceedings.
- 9.2. The adjudicator nominating body referred to in paragraph 2(1)(b) of the Scheme shall be the Royal Institution of Chartered Surveyors.
- 9.3. Once the adjudicator has published his decision it is an express obligation of the parties to the Contract to comply with the decision and any failure to do so without just cause in shall be a breach of the Contract. The aggrieved party shall have the unfettered right to apply to the Courts to enforce the adjudicator's decision and there shall be no right of set-off counterclaim or abatement available to the party failing to comply with such proceedings.
- 9.4. Any dispute or difference arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Courts for determination including any in connection with the enforcement of any adjudicator's decision. Pending the outcome of the Court's decision the adjudicator's decision shall be final and binding, excepting where the parties otherwise agree. The Courts are empowered to open up, revise and review any decision made under the Contract by the architects and/or engineers and/or the adjudicator.
10. CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015
- 10.1. In this clause:
- 10.1.1. The "Regulations" means the Construction (Design and Management) Regulations 2015 or any statutory re-enactment or amendment thereof for the time being in force.
- 10.1.2. "Principal Designer" and "Principal Contractor" mean the persons so described in regulation 5 of the Regulations.
- 10.2. Where and to the extent that the Regulations apply to the Works and the Contractor is appointed Principal Designer he shall comply with all the obligations of Regulations 11 & 12 and where appointed Principal Contractor he shall comply with Regulations 12 to 14.
11. PRIORITY OF DOCUMENTS
- 11.1. The documents forming the Contract shall have the following priority:
- 11.1.1. The Conditions.
- 11.1.2. The remaining sections of this document other than the Conditions.
- 11.1.3. The Specification(s) detailed within this document (Where applicable).
- 11.1.4. The Drawing(s) detailed within this document (Where applicable).
12. COPYRIGHT
- 12.1. Copyright in all Drawings, the Specification and other documents made by or on behalf of the Contractor shall as between the parties remain with the Contractor. The Employer may obtain any further copies required by him on royalty free basis for the purposes of the Contract and after completion of the Works for the operation, maintenance, dismantling, re-assembly, repair, extension, alteration and adjustment of the Works.
- 12.2. Copyright in all documents made by or on behalf of the Employer shall as between the parties remain with the Employer. The Contractor may take copies for the purposes of carrying out the Works.
- 12.3. No liability whatsoever shall accrue to the Contractor for any use of the Drawings, the Specification and other documents for any purpose(s) other than the purpose(s) for which they were created.
13. CONTRACTOR'S LIABILITY
- 13.1. The Contractor's liability to the Employer howsoever arising under the Contract, whether in contract, tort or otherwise, shall be limited to the total Price.
- 13.2. The above limit of liability does not apply to the Contractors liabilities in respect of death and/or personal injury.
- 13.3. The Contractor shall have no liability for any loss of profit, loss of use, loss of production, loss of revenue, loss of contracts or for any other indirect or consequential loss or damage such that may be suffered by the Employer as a result directly or indirectly of any breach of contract or negligent act or omission by the Contractor.
14. EXCLUSION OF THIRD-PARTY RIGHTS
- 14.1. No provision of the Contract is intended to or does confer on any third party any benefit or right enforceable at the option of that third party or any liability whatsoever on any third party.
15. ENTIRE AGREEMENT
- 15.1. The Contract comprises the entire understanding and agreement of and between the parties with regard to the subject matter hereof and supersedes all prior representations and agreement oral and written. It shall not be varied except by an instrument in writing of subsequent date duly executed by an authorised representative of each party.
16. APPLICABLE LAW
- The Contract shall be subject to English Law and the jurisdiction of the English Courts.



www.Bassaire.com

Bassaire Cleanrooms Limited

Registered Office:

31A Chadkirk Business Park,

Vale Road

Romiley

Stockport

SK6 3NE