

01 April 2026

Forkers Ltd

Woodhill Road, Bury

Terms and Conditions of Offer

Quotation No. QZ700

1. Definitions.
 - i) We/Our/Us. Forkers Limited or Forkers Scotland Limited or Forkers Renewable Energy Limited identified in the Offer and offering to undertake the Works.
 - ii) You/Your. The person, Sole Trader, Partnership, Company, Organisation, Joint Venture or Statutory Body to which the Offer is addressed.
 - iii) Offer. Our quotation and its Terms and Conditions of Offer together with all documents forms and conditions specifically contained therein.
 - iv) Works. The work specified to be undertaken by us in this Offer.
 - v) Client's Requirements. The requirements specified in your enquiry which the Client requires in connection with providing the Works and specifically included in our offer.
 - vi) Design Criteria. The performance to which you require the Design to conform including but not limited to form, position, dimension, specification, codes of practice, Standards and environmental criteria.
 - vii) Mobilisation Period. The period required from receipt of Order to start of work on site to enable the proper procurement of all necessary labour, plant, materials, equipment, design, insurances, bonds and warranties for the Works.
2. Singular and Plural. Where words imply the singular, they shall also include the plural and vice-versa where the context requires.
3. Entire Agreement. Our Quotation together with these Terms and Conditions form the entire Offer. No other Terms will apply unless noted and included in the attached quotation or referred to in these Terms and Conditions. An Order to proceed with the Works will not be accepted until a written acceptance of this Offer and the attached Terms and Conditions is received from you.
4. No Alteration. This Offer is our sole offer to provide the Works described in the quotation. No alteration or amendment to the Terms and Conditions will be made to our Offer unless written confirmation of the alterations is provided by us. If we do not provide a revised Offer no other Terms and Conditions shall apply.
5. Contract Agreement. The Contract documents shall comprise:-
 - i) The Conditions of Contract which is the Infrastructure Conditions of Contract August 2011 Edition un-amended.
 - ii) The Client's Requirements which are described in your enquiry.
 - iii) The Drawings which are listed in your enquiry.
 - iv) The Method of Measurement which is the CESMM 3rd Edition un-amended.
 - v) Our Offer Reference QZ700 dated 01/04/2026
 - vi) Additional documents which are listed in our quotation.
6. Offer Acceptance Period. Our Offer is fixed in price and open for acceptance for a period of 30 days from the date of our Offer. If you accept our Offer after this date we reserve the right to refuse your Order or advise you of any changes we require in our Terms due to late acceptance.
7. Main Contractor's Discount. Our Offer does not include for a Main Contractor discount.
8. Completion Period. The estimated time to complete the onsite Works is to be agreed. In our quotation we have allowed for one visit to site only with continuity of work in accordance with our sequence and programme of the Works.
9. Mobilisation Period. If our quotation gives a mobilisation period it is a provisional assessment at the time of the Offer and will be subject to reassessment on receipt of an Order from you. If requested, we will advise you of the actual mobilisation period required from the date of receipt of your Order to the time that the Works start on site.
10. Specification. Our offer is not based on executing the works in accordance with the documents within your enquiry but on an agreed treatment strategy together with these standard terms and conditions.

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11. Insurance. Our insurance details are available on request. Our Cover is:-
Public Liability: Limit of Indemnity any one occurrence £10,000,000.00
Employers' Liability: Limit of Indemnity any one occurrence £35,000,000.00
Contractors "Al Risk": Limit of Indemnity any one occurrence £10,000,000.00
12. Retention. Our Offer does not allow for Retention monies to be retained by you during our Works
13. Payment. The first Application for Payment will be made by us within 4 weeks of the start of work on site. Subsequent Applications for Payment for Work done will be made by us every 4 weeks/month thereafter. You will confirm the amount due within 7 days of the Application for Payment date. Confirmation of the amount due will show the basis on which the Sum is calculated in accordance with the Offer Terms if different to our Application. We will send you an invoice showing the amount due together with the VAT amount properly chargeable at the date of the invoice. You will pay the Sum due within 28 days of the date of Application for Payment. On-account sums are not permitted. Payment to us will not be dependent upon receipt by you of monies from other Parties. If payment is not received within 4 weeks of our Application for Payment you will pay interest at the rate of 6% above the Bank Rate compounded monthly on any overdue amounts. The interest will be added to the next Application for Payment and thereafter until payment is received. If payment is not received 1 week after the Payment is due we will give you 1 week's notice of our intention to cease or suspend any part of the Works until the outstanding payment is received. You will pay a remobilisation charge to us to return materials and equipment taken from site to complete the outstanding work. This remobilisation charge together with all outstanding monies will be paid to us before we return to site to complete the Works.
14. VAT. Our Rates and Prices exclude any VAT which may be due in connection with undertaking the Works. You will be charged separately for VAT, as appropriate, for Work done at the rate prevailing at the time of invoicing work.
15. Bonds and Warranties. Unless specified our Offer does not allow for providing or obtaining any Performance Bonds, Warranties or Parent Company Guarantees. Should you require any of these documents then we would need to have sight of the wording at time of tender for assessment by our insurers/bondsman after which a cost for provision of such can be agreed.
16. Damages for Late Completion. Unless specified in our Offer we have not allowed for any LAD or Delay Damages.
17. Set Off and Contra Charges. Any Set Off or Contra Charges to be made by you, as a result of these Works, are to be notified in writing by you to our site representative at the time of the event. If accepted by us the Contra Charge will be based on agreed contemporaneous site records and the additional costs incurred as a result of the event.
18. Pre-Existing Conditions and Liability for Damage. We will not be responsible for unavoidable damage to buildings, structures or properties which result as a consequence of carrying out the Works.
19. Uninsured Risks/Prevention. You, will be responsible for instructing and reimbursing us for arranging and placing any additional insurances that may be required and will be subject to any terms and conditions whatsoever imposed by Insurance Underwriters.
20. Notices, Permissions and Licences. You will make, obtain and be responsible for all notices and permissions and licences necessary prior to us carrying out the Works. The notices, permissions and licences may include but are not limited to the following:- Planning Regulation, Building Control, Private Permissions, Statutory, Local Authority and EA approvals and Coal Authority Permission to enter or disturb Coal Authority Mining Interests. Should any permitting organisation/authority require changes to the treatment scheme/strategy our offer is based on then we will provide an updated offer to reflect the changes required.
21. Design of the Permanent Works. Unless specifically stated in our Offer we have not allowed for undertaking any design of the Permanent Works or accept any responsibility for any work designed by others.
22. Possession of the Site. You will give us full possession of the site at the start of our Works or in sections as detailed in our Offer until the Works are completed. Possession of the site will give us unhindered access for our standard drilling rigs, grouting plant and deliveries of materials in articulated vehicles.
23. Pre-Offer site Visit. At the time of our Offer we have been unable to visit the site. Prior to your acceptance of our Offer we reserve the right to inspect the site to confirm the sufficiency of our rate and prices.
24. Access to the Site. You will be responsible for obtaining access for our labour, plant, equipment and materials to and including the location of our Works.

25. Attendances, Facilities and Services excluded. Unless specifically stated in our Offer we have not allowed for the following which are to be provided by you, at your cost:-
- Welfare facilities situated adjacent to the Works suitable for the level of the workforce to be employed on site.
 - A suitable stoned (250-300mm depth with geogrid on prepared surface) or tarmac surfaced working and office compound adjacent to the Works with a total area of 400sq.m, securely fenced and gated and with similarly prepared and suitable access road.
 - An adequate potable water supply suitably located adjacent to the Works for our drilling and grouting operations.
 - Full time manned security of our compound and the working site outside working hours.
 - Necessary clearance of the site to enable access to the areas of work including providing level, firm, safe working platforms to undertake the Works.
 - Collection and treatment/disposal of excess/returned drilling flush water.
 - Reinstatement of the site and all its features on completion of our work including making good rutting, spillages and disposal of cuttings and surplus material arising from the Works.
 - Traffic management and control systems necessary to undertake the Works on or adjacent to public highways.
26. Delivery of Materials. Materials will be ordered in full loads as follows:-
- Cement by rigid/articulated road vehicles in bulk/bags.
 - PFA by rigid/ articulated road vehicles in 20t/30t open wagons.
 - Sand, Gravel and Stone by rigid road vehicles in 20t loads.
 - All bulk materials delivered (PFA/Sand/Gravel) will be chargeable at the billed rates and any surplus remaining on completion of the works (up to one load of each/any material) shall become your responsibility and will be charged for at £40.00/tonne.
27. Drilling and Grouting Methods. Drilling will be undertaken using water flush unless otherwise stated in our Offer. We have allowed for our standard drilling rigs and grouting plant. Unless specified in our quotation we have not allowed for specialist drilling equipment for artesian water conditions, restricted or low headroom access.
28. Working Hours. We have based our Offer on site working hours of 07.30 – 17.30, Monday to Friday (excluding Bank Holidays and other statutory Holiday periods).
29. Party Wall Agreement
- All necessary Party Wall Agreements will be obtained by you prior to us commencing our work on site. You will provide us with a copy of the Party Wall Agreement prior to the start of the Works.
 - We will not be responsible for any damage or costs to adjacent properties arising as a result of undertaking our Works in accordance with your instructions, Works information or agreed methods of working.
30. Standing time. If we are prevented from undertaking our work due to reasons beyond our control you will reimburse us for the standing time at the following rates:-
- Drilling gang at £150 per hour per rig
 - Grouting gang at £150 per hour
- excluding supervision, prelims, attendances and other applicable costs.
31. Existing Services, Mains and Underground Structures.
- Prior to the start on site you will provide written information including location drawings showing the positions of private, public and statutory services and mains which may affect the construction of the Works. You will undertake any necessary trial holes / trenches or other measures to verify the position and depth of these services.
 - Prior to the start on site you will provide written information including location drawings showing the positions of underground structures, which includes cellars, chambers, wells and shafts, which may affect the construction of the Works.
 - We will not be responsible for damage to services, mains and underground structures, which includes filling with grout, not made known to us prior to the Works starting.
32. Dealing with Existing Services Structures and Watercourses. Unless specifically stated in our Offer we have not allowed for:-
- trial holes, trenches or other forms of investigation to locate any service, main, underground structure, sewer or drain which will be affected by our Works.
 - investigating and determining the integrity of any service, main, structure, sewer or drain which will be affected by our Works.
 - blocking, diverting, disconnecting, removing, cutting, making safe any private, public or Statutory Authority's service, main, structure, sewer, drain, culvert or watercourse.
 - monitoring or checking any structure, sewer, drain or watercourse during or after undertaking the Works.
 - Special protection measures, standoff zones, crossings or monitoring of services, structures and watercourses off or on the site.
33. Obstructions. During drilling operations, if an impenetrable obstruction is encountered and after 15 minutes drilling no penetration is made then we will request instruction to either grout at this level or re-drill at billed rates.

34. Construction (Design and Management). Our offer is made on the basis that the roles of Principal Contractor and Principal Designer are undertaken by the Client and we have made no allowance for these roles either organisationally or financially.
35. Contamination. Unless specifically stated in our Offer we have not allowed for dealing with any site contamination or other hazards, whether above or below ground, which require special methods of working, procedures or measures required to undertake the Works.
36. Site Investigation. Our offer is made on the basis of the site investigation made available to us at tender stage. Further, we assume that all relevant site investigation for the whole of the site has been made available and issued formally at tender stage.
37. Governing Law and Jurisdiction. This Offer and any Contract arising from it shall be governed by and construed in accordance with English Law and the Parties submit to the jurisdiction of the English Courts.
38. Copyright and Rights of Third Parties.
 - i) No Term in this Offer or any Contract arising from it shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.
 - ii) Copyright in all Design, Completion Reports, and other information provided by us in connection with the Works is confidential and remain with us. You may use and copy information provided by us for any purpose connected with providing the Works including making Planning and Building Control applications, and Reports to the Coal Authority.
 - iii) All information and Reports provided by us shall not be relied upon by any other party without our prior written consent.
39. Restrictions on Working/Additional Health & Safety Requirements. Notwithstanding the clauses contained above, our Offer makes no allowance for any other restriction on working methods or for any additional health and safety requirements that are not specifically and explicitly detailed within the tender enquiry. To clarify, this includes but is not limited to any impact of pandemic or any other public health incident. Should the Client wish to proceed with the Works, at the time of instructing such, we shall be provided with the opportunity to re-price any tender to subsequently include for costs associated with any necessary additional measures then formally requested or to be imposed at that time for whatever reason.
40. Notwithstanding anything to the contrary contained in the tender documents the total liability of the Sub-Contractor under or in connection with any subsequent Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed £10M.
41. The parties to any subsequent contract/subcontract agree and acknowledge that the Sub-Contractor's maximum liability shall not exceed the Sub-Contractor's liability for any loss damage or expense incurred by the client/employer/beneficiary after deducting the actual or deemed contributions to such loss damage or expense of other relevant consultants and/contractors and/sub-contractors and/or suppliers providing work or services or goods in connection with the Development/Project/Works.