



Quotation reference: OPP116111

Quotation date: 04/04/2025



Geraint Morgan
2, 3 & 4 Pewsey Road,,
Wiltshire,,
SN9 6EN

04/04/2025

Enclosures: Bespoke Treatment plan
Terms & Conditions

Dear Geraint,

QUOTATION

Our ref ; OPP116111 Site address: 2, 3 & 4 Pewsey Road,, Wiltshire,, SN9 6EN

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 in the following pages.

To carry out our works smoothly, we will need your assistance to fulfil and be responsible for various items that are in the sections [Customer Responsibilities: Enabling Works](#) & [Customers Responsibility To Fund And Arrange](#). Please review these obligations carefully and confirm that you understand them and can fulfil your obligations and responsibilities.

Our Quotation is based upon the information provided by yourselves as well as information and assumptions as detailed below and in our enclosed treatment plan and assumes additional work is not required:

- 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:
- drain survey report:
- drawings received: none

Following our site visit on 02/04/2025 and our conversation, we conclude the root cause of the problem that is currently evident, is leaking drains. With this in mind, we confirm that we can provide you with a bespoke Geopolymer treatment as detailed on our Treatment Plan(s) included in this quotation.

There are two options typically to improve the ground under the foundation: mass concrete or piled underpinning to mechanically deepen the foundation or other relevant conventional treatments. The Geobear treatment would improve the bearing capacity of the soil or mitigate clay shrinkage behaviour. We have provided information on the second option, since this is the option we provide. Typically the speed, guarantee and lack of requirement to excavate, makes our method preferred by most homeowners.

GENERAL ALTERNATIVES

- (1) Doing nothing: In some cases the shifting is simply settlement and no more movement will occur. In other situations the problem may be caused by leaking drain or shrink / swell soil, which may mean accelerated movement over time causing more damage to the property.
- (2) Mass concrete or piled underpinning, helical piles, or other traditional substructure repair methods.
- (3) Treatment of affected areas with Geobears globally recognised, engineered geopolymer treatments.

How Geobear treat your problem

How do we resolve subsidence in just 1-2 days?

OUR EXPERTS DRILL HOLES IN THE AFFECTED AREA  1	WE INJECT A SPECIAL GEOPOLYMER RESIN  2	THE RESIN INSTANTLY HARDENS LIKE CONCRETE  3	THE PROPERTY CAN BE LIFTED AND FOUNDATIONS STABILISED  4
At just 16mm they're typically the size of a 10p and often we don't even need internal access.	In a quick and easy process we inject a special geopolymer that will expand and harden to support the property.	Within just 15 minutes the geopolymer has expanded to fill any voids and stabilise the ground and is already 90% cured.	You'll see the results instantly. Often cracks disappear and doors unstick as we raise the property.

Fast, efficient, no excavation and minimal mess

TREATMENT PLAN:

{!Quote.r.Additional_quote
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_c}



RECOMMENDED TREATMENT - GEOBEAR QUOTATION

ESTIMATED TIME REQUIRED	2.00 shifts, subject to site conditions
ESTIMATED LEAD TIME	1-3 weeks

<u>Item</u>	<u>Description of works</u>
Ground Improvement Treatment	Ground Improvements
Cut hatches	Hatches to be cut in the suspended floor to allow our technician to put their head & shoulder down with a torch. Floor finishes will be made good, but specialist finishes will need to be done by others.
Trace, Locate and Excavate	Services to be located & where they're within 0.5m of treatment exposed. If paving is damaged, we will not be liable for finding replacements and any subsequent visits to lay slabs will be chargeable.
Drain Monitoring	Drain monitoring is required to ensure that resin does not migrate into the drains and that they are left in good working order following the works. It is critical that all cracks/damage are repaired in advance to assist with this.
Drain survey	CCTV Survey full day (GBL374)
CDM Regulations Fee	We shall act as the Principal Contractor in accordance with The Construction (Design & Management) Regulations 2015

TOTAL: [REDACTED] plus VAT

A deposit of [REDACTED] is required prior to commencement of the works. The remainder of the payment of [REDACTED] due on receipt of invoice.

This is a Minimum Price **Quotation** meaning it is the lowest price you will pay for the treatment. In case of additional works (see paragraph below) we reserve a right to charge extras.

Customer responsibilities: Enabling Works

<u>Item</u>	<u>Scope</u>	<u>Responsibility</u>
Inform Geobear	The customer must inform Geobear if the problem worsens in the period between the Geobear site visit and the start of the works.	<u>Customer</u>
Drain repairs	Following a drain survey, any damaged drains within our treatment area will need to be repaired by others before we attend site.	<u>Customer</u>
Clear area	Please clear the area to allow access to the foundations	<u>Customer</u>
Removal of vegetation	Vegetation in the area of treatment will need to be cut back to allow us access to the foundations.	<u>Customer</u>

To accept this Quotation

To accept this quotation please complete the Esign signature. A deposit invoice will then be sent to you.

A Few Other Considerations that apply to this offer

Even though most of our projects do not require a variation on site, it is occasionally necessary to increase the treatment depth or polymer quantity based on the ground conditions on site, which is when 'Additional Works' are required. We estimate the works requiring a material allowance of up to 1,008 kg. In the event of additional works arising we will of course keep you informed.

Additional Material (discounted rate)	█ / kg.
Additional Drilling	█ / 0.5m increment
Delays & standing	█ / hour

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](#)).

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

Yours sincerely,

Emma Talbot Baker
Residential Area Manager

█ | etalbotbaker@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 related to raw material or workmanship.

We frequently ask for customer feedback. All of our customers' reviews have been independently verified on reviews.io and TrustPilot giving us close to a 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 geopolymers 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.

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.	<u>CUSTOMER</u>
2. For domestic properties subject to a contract or tenancy, please provide a written Risk Management Plan for 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.	<u>CUSTOMER</u>
3. 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.	<u>CUSTOMER</u>
4. Arrange suitable parking: Vans are 8.00m long by 2.05m wide by 3m height We note that we can park in the on the shared drive. Please ensure that parking is made available for a drainage van/Geobear truck outside your property, if we are unable to park this may lead to abortive charges. Note if drain monitoring has been specified then additional parking for a van will be required.	<u>CUSTOMER</u>
5. Reinstatement of floor finishes (including hatches), concrete surfaces / driveways, drains, paving slabs and other surface coverings after completion of Enabling Works or our works.	<u>CUSTOMER</u>
6. 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: Access not needed	<u>CUSTOMER</u>
7. 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.	<u>CUSTOMER</u>
8. 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 (click here to download).	<u>CUSTOMER</u>

ITEMS THAT GEOBEAR ARE RESPONSIBLE FOR

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

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.
- as well as any other exclusions in our Terms and Conditions.

Enabling Works

You, the Customer, are required 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 on page 4.

Drains

If we suspect drains 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. If significant drain repairs are required within 2 meters of the treatment zone then these should be undertaken prior to our work to minimise the possibility of our material entering the drain. At the latest, required drain repairs must be undertaken within 60 days of our treatment in order for the guarantee to be valid, as a leaking drain can in time cause a re-occurrence of the event.

Drain Monitoring

Monitoring drains that are less than 2 meters from treatment area to detect if polymer enters a drain during injection so that it can be removed with a high pressure water jetter. Please note that Geobear takes no liability for the material entering the drain and that the drain monitoring is not intending to protect the drains from polymer entering the drains. Client assumes full responsibility of the drains. This service provides ongoing surveillance of the drainage system using CCTV, sensors, or periodic inspections. It is intended for early detection of potential issues but does not replace routine maintenance or emergency response. The installation and maintenance of monitoring equipment require clear and safe access to drainage points. If access is restricted (e.g., buried manholes, obstructed pipes), additional work may be required at extra cost. While monitoring provides real-time or periodic data, all findings require professional interpretation. Alerts or anomalies detected by the system should be verified by a qualified drainage engineer before any remedial action is taken. Monitoring equipment may require periodic maintenance, cleaning, or recalibration to ensure optimal performance.

Drain survey

CCTV camera survey that gives an indicative view of the drains. Geobear assumes no liability of the accuracy of the survey. This quote covers a CCTV inspection of the drainage system within the property boundary. It includes an assessment of the condition of the drains but does not include any cleaning, repairs, or additional investigative works unless specified. The survey assumes unrestricted access to all necessary drain access points (manholes, rodding eyes, gullies, etc.). If access is obstructed (e.g., buried or sealed manholes), additional costs may apply for exposure or alternative inspection methods. The CCTV camera can only inspect pipes that are free from significant blockages, debris, or standing water. If the survey is hindered by heavy silt, fat deposits, or collapsed sections, additional cleaning or excavation may be required at extra cost. The survey report is based on visual inspection at the time of the survey. While every effort is made to identify defects, certain conditions (such as minor cracks or partial blockages) may not be fully visible due to lighting, debris, or pipe material. The survey may identify issues requiring further investigation, repairs, or drain unblocking. Any recommended works will be quoted separately and are not included in this survey cost. The survey assesses private drainage within the homeowner's responsibility. If issues are found in shared or public sewers, it may be necessary to contact the local water authority (e.g., Thames Water, United Utilities) for further action. The client is responsible for the maintenance of an appropriate drainage system.

Drain repairs

This quote is based on the visible condition of the drainage system and the information available at the time of inspection. Any additional issues uncovered during the repair process may require further works at an additional cost. If excavation or further investigation reveals underlying issues (e.g., collapsed pipes, tree root ingress, or structural defects), a revised quote will be provided before proceeding with additional repairs. The homeowner is responsible for private drainage within the property boundary. Any issues

found beyond this boundary (such as shared or public sewers) may require involvement from the local water authority, which could affect costs and timelines. If access to neighboring properties or public land is required, it is the homeowner's responsibility to secure the necessary permissions before work begins. Adverse weather conditions, unforeseen obstructions, or ground instability may impact project duration and costs. Geobear takes no liability of future blockages, misuse, or external damage (e.g., subsidence, further root ingress).

Trace, Locate and Excavate

This service involves locating and identifying underground utilities (e.g., water, gas, electricity, telecoms, drainage) using appropriate detection methods. Excavation will be carried out only where necessary and as agreed with the client. While we use advanced detection equipment, accuracy can be affected by factors such as soil conditions, depth, pipe material, and interference from nearby services. Exact positioning cannot always be guaranteed.

Clear and safe access to the site is required. If access is obstructed (e.g., restricted land, built-over services, or buried manholes), additional work may be required at an extra cost. Utility records provided by third parties (e.g., local authorities, utility companies) may not be up to date or entirely accurate. We cannot be held liable for discrepancies between recorded and actual utility locations. Every effort is made to identify buried services before excavation. However, unrecorded or non-detectable utilities (e.g., old, abandoned, or plastic pipes without tracer wires) may be present. Any damage to unidentified services will require additional repair work at the client's cost. While all reasonable precautions are taken, we cannot accept liability for damage to incorrectly recorded, undetectable, or mislocated services. Clients are advised to liaise with relevant utility providers before excavation. It is the client's responsibility to ensure all required permissions, permits, and wayleave agreements are obtained before excavation begins, especially for works near public highways or third-party land. Reinstatement of excavated areas (e.g., resurfacing, landscaping, or paving restoration) is the responsibility of the client or will be quoted separately. Adverse weather, high water tables, or unstable ground may impact excavation timelines and costs. Additional stabilisation work, if required, will be charged separately. The quoted cost covers tracing, locating, and agreed excavation work. Any additional works, unforeseen services, or emergency repairs will be quoted and approved separately before proceeding.

Cut hatches

This service includes cutting access hatches in the suspended floor to allow for inspection and monitoring of the underlying void, services, and structural components. The number, size, and location of hatches will be agreed upon before work begins. While we take precautions to identify underlying structures and services before cutting, there may be concealed utilities (e.g., pipes, electrical wiring, HVAC ducts) that are not detectable through non-invasive methods. Any unforeseen damage requiring repair will be quoted separately. The method of cutting and the resulting access hatch may depend on the type of flooring (e.g., timber, chipboard, concrete, composite materials). While we aim to minimize impact, certain floor types may sustain unavoidable damage or weakening during the process. The creation of hatches may alter the load-bearing characteristics of the floor. If additional strengthening, bracing, or reinstatement is required after monitoring, this will be quoted separately. The client is responsible for obtaining structural approval if necessary. The work area must be clear of furniture, fixtures, and floor coverings before cutting begins. If additional time is required to move or protect items, this may incur extra costs. Cutting hatches will generate dust, noise, and vibrations. While we take steps to minimize disruption, some dust ingress may still occur, and sensitive equipment or furnishings should be covered or removed before work starts. The reinstatement of access hatches (e.g., re-securing panels, matching floor finishes, cosmetic repairs) is not covered and may require specialist finishing services at additional cost. If the floor is part of a listed building, shared property, or leased premises, it is the client's responsibility to secure any necessary permissions or approvals before work commences.

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.

Quotation Validity

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

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 one postponement, so long as the postponement is arranged more than 2 weeks before the scheduled date. If you postpone the works more than once, we apply a charge of £4,900 per postponement because it requires preparation to deliver the works.

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 £ 6,500 per day or the value of the project if it is below this amount.

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.

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 **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.

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

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 £ 810/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.

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, "Contract", 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.

This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local laws and regulations.

Acceptance of Contract. By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract.

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.
- (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.
- (m) 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 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.

Extra Work and Change Orders become part of the Contract once the order is prepared in writing and signed or agreed by email.

by the parties prior to commencement of the work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments. Customer may not require Contractor to perform extra or change-order work without providing written authorization prior to commencement of the work covered by a new change order. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

6. PROVIDING THE PRODUCTS

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.

a. Cosmetic Repairs. Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.

b. Utilities. Contractor will ask for service drawings from relevant authority to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.

Proper drainage must be installed and/or maintained in order for the Geobear Warranty to be enacted or remain in effect.

Such warranty is immediately effective once full payment is received and all funds cleared through our bank, and proper drainage has been installed. Geobear does not provide drainage services. Customer agrees to maintain positive drainage away from the wall(s), slab(s) repaired by Geobear's injection process. If proper drainage is not installed within the first 60 day period from the completion date, the warranty will be voided and unenforceable for any future dates. If proper drainage is installed within the first 60 day period from the date of completion, proof of installation supplied to Geobear, the warranty will be considered as in force from the Geobear date of completion for the project. Geobear is only responsible for the scope of work that is detailed within this agreement.

Representations. Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.

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:

- (h) you shall inform us in writing of any defect within 21 days of discovery and give us the opportunity to inspect the area affected;
- (i) 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.
- (j) any work carried out to rectify any failure or deterioration covered by our 10 year guarantee shall not extend the duration of the guarantee;
- (k) 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
- (l) 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:-

- (a) subject to clause 4, the Raw Materials comply with the Contract;
 - (b) 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
 - (c) 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:
- (d) Wilful or accidental damage (by anyone other than us);
 - (e) Negligence (by anyone other than us);
 - (f) Abnormal working conditions;
 - (g) Any items that are listed as being the Customer's responsibility under the Quotation;
 - (h) Change in loading of the treated area;
 - (i) Failure to follow any written instructions we may give; or
 - (j) 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 ser
- (d) vices;
- (e) making good any driveways, patios, paths or roads, especially in situations where during the ground improvement, slab stabilisation or re-leveling processes the Products migrate slightly;
- (f) making good any faced brickwork;
- (g) making good any rendering, plastering or decoration;
- (h) making good any flooring, lawns, plants or shrubs;
- (i) any repairs or replacement of floor coverings which were not removed by the Customer; or
- (j) 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:

- (k) 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;
- (l) any failure by the Customer to rectify any cracks at the Site Address which we have identified as requiring remediation;
- (m) any damage caused by war risks, sonic booms or nuclear radiations;
- (n) 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;
- (o) any claims to which clause 10 would otherwise apply, first notified outside the period of our 10 year guarantee;
- (p) the use of the Works for any purpose other than that for which they were intended and as stated in the Quotation;
- (q) 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 landslip as a result of defective workmanship or materials;
- (r) placement, erection or construction of anything on or through the Works without our written permission;
- (s) 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;
- (t) alterations, repairs or modifications to the Works or other Products unless carried out by us or agreed in writing by us;
- (u) any claim, loss, destruction or damage caused by pollution or contamination;
- (v) cosmetic cracking or blemishes that do not affect the performance of the Works or other Products; or
- (w) 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.

12. 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.

13. 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.

Limitation of Liability. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, LEGAL FEES, EXPERT FEES AND/OR COSTS. THE TOTAL LIABILITY OF CONTRACTOR UNDER ANY CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT AND/OR THE WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO CONTRACTOR PURSUANT TO THIS CONTRACT.

Date of issue: March 2025