



FEE PROPOSAL - BY EMAIL

Date: 13 March 2011

Our ref: 3026a

Prepared for: Mr. B.C McDyer

Project: Church Croft, Caverswall

Item 1 - Phase 1 Habitat Survey.

Item 2 - Great Crested Newt Survey.

Item 3- Bat Survey (If Required).

Description of work included in price:

Item 1: Phase 1 Habitat Survey

The primary objectives of the survey will be to assess the presence of rare flora species by surveying the habitats present on site and therefore also assessing the likelihood of protected fauna species being present at the proposed re/developments of the above site the site survey will follow the JNCC (Joint Nature Conservancy Council) methodology Following this, it will be provided with a written report detailing the findings of the survey, our proposed approach to any required mitigation and recommendations for any necessary further work at the site. The work will be undertaken by experienced personnel as required, and informed by PAS2010, best practice and statutory authority/institute norms.

Phase 1 Habitat Survey

Field Survey

Consultant Ecologist x 1 – 8 hrs@£25/hr -1 visits

£200

Reporting, Graphics and Data Collation

Licensed Ecologist - 12 hrs@£25/hr

£300.00

Staffordshire Ecological Record Centre 2Km Search	£52.00
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TOTAL	£552.00
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Item 2: Great Crested Newt survey

Site Inspection: Visual inspections of the terrestrial habitat for resting Great Crested Newts (GCN) underneath refuge sites (rocks, logs, ditches etc) will be carried out by two members of staff.

Presence/absence Pond Surveys: Four presence/absence pond surveys will be undertaken by two members of staff using the approved survey methods.

Approved Survey Methods:

Egg Search.
Torch Search.
Netting.
Bottle traps.
Refuge search.

Please Note: Two of the four surveys have to be carried out between mid-April to mid-May.

Each survey consists of one evening surveying the ponds and setting traps and then returning to the ponds the next morning to see what has been caught in the traps.

GCN presence & absence Survey

Field Survey

Licensed Consultant Ecologist x 1 – 8 hrs@£25/hr -4 visits	£800
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Assistant Ecologist x 1 – 8hrs@£15/hr – 4 visits	£480
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Reporting, Graphics and Data Collation

Licensed Ecologist - 12 hrs@£25/hr	£300.00
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TOTAL	£1580.00
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If Great Crested Newts are present a further two surveys of water bodies are required under Natural England Great Crested Newt Mitigation Guidelines the two further surveys will be for population count.

Field Survey

Licensed Consultant Ecologist x 1 – 8 hrs@£25/hr -2 visits	£400
Assistant Ecologist x 1 – 8hrs@£15/hr – 4 visits	£240

Item 3-Bat Survey if required

The bat dusk emergence and dawn re-entry surveys would be undertaken in accordance with Bat Conservation Trust Good Practice Guidelines (2007). The dusk emergence surveys would begin ½ hour before sunset and continue for 2 hours after sunset. The dawn re-entry survey would begin 2 hours before sunrise and end at sunrise or when bat activity ceases. In order to adequately cover the buildings it will be necessary to use four surveyors. For the final emergence survey if required will only require 2 surveyors.

I would be able to undertake the first emergence survey at the beginning of May (weather permitting) and the second emergence survey immediately followed by the dawn-re-entry at the beginning of June.

Dusk Emergence Survey (May)

Licensed Bat surveyor x 2 – 6.5 hrs@25/hour	£325.00
Assistant Bat surveyor x 2-6.5 hrs@15/hour	£195.00

Dusk Emergence with Dawn Re-entry Survey (June)

Licensed Bat surveyor x 2 – 8.5 hrs@25/hour	£425.00
Assistant Bat surveyor x 2-6.5 hrs@15/hour	£255.00

Reporting, Graphics and Data Collation

Licensed Ecologist - 12 hrs@£25/hr	£300.00
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TOTAL	£1500.00
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If bats are to be present a further dusk activity survey will be required.

Dusk Emergence Survey (Mid-June)

Bat surveyor x 2 – 6.5 hrs@25/hour	£325.00
Total	£325.00

Open for acceptance until: 30 Days

Estimated completion date: We could undertake the survey within 2 working weeks of written instruction. 3 copies of the written report will be provided within approximately a further 2 working weeks after survey but a verbal report would be available by telephone after the survey visit if required.

Notes: Please keep us up to date with the project. Absence of relevant planning papers and information can cause delay and/or prevent us from giving best advice.

TERMS OF TRADING 0409

1 Acceptance

1.1 The commissioning of Matthew Haydock Absolute Ecology (hereinafter "Absolute Ecology") to carry out any services includes acceptance of these standard terms of trading. The services performed and any resultant data and opinions are for the sole use and benefit of the client.

2 Payment

2.1 Except in cases of emergency (where in the absence of agreement we shall be entitled to charge a fair and reasonable charge) our charges are on the basis of the terms set out in our proposal or other engagement document.

2.2 Excepting pre-paid services and supplies invoicing will be monthly in arrears. Unless otherwise expressly agreed services are performed on a time and material basis. Settlement is strictly net 14 (fourteen) days. All costs for collection of overdue accounts are chargeable to clients and interest on all overdue accounts will be charged with intent at 3% per month or at our option as provided by the Late Payment of Commercial Debts Interest Act 1998. Quotations are open for acceptance for 60 days or as otherwise stated in written proposals.

2.3 Absolute Ecology reserves the right to request an advance payment on acceptance of a quotation or fee proposal by a client.

2.4 Charges made by third parties for ecological data are for clients' account unless otherwise stated. Please note that we make an administrative handling charge for processing these.

2.5 Absolute Ecology shall have the right without prejudice to suspend services in the event that payment to Absolute Ecology is seven days beyond their due date. Absolute Ecology shall have the right at its option in the event that the client shall become bankrupt make or propose any arrangement with its creditors go into liquidation become the subject of any administrative receivership or similar action have an encumbrancer take possession or ceases to carry on business to (a) suspend performance pending it being satisfied that the client can pay its past and any future payments (and if not so satisfied terminate); or (b) terminate immediately.

3 Access and Site Boundaries

3.1 Access to site by Absolute Ecology personnel will be free and unhindered at all times. This includes hours of darkness for work involving nocturnal species. Requirements to notify clients' site staff or their agents in advance of site visits can only be honoured if details are received by Absolute Ecology at the time of commissioning. Absolute Ecology may make an additional charge for any time costs or expenses incurred which are wasted as a result of the client for any reason not making the site available.

3.2 Clients must ensure that a base map showing complete and accurate site boundaries is provided at time of commissioning. Absolute Ecology will make a supplementary charge for any additional base maps which have to be obtained.

4 Safety

4.1 Absolute Ecology abide by the Institute of Biology Code of Practice for Safety in Fieldwork. It is the client's responsibility to declare in advance any known dangers pertaining to the site or its environs such as but not limited to shooting subsidence mine shafts and unsafe structures bulls polluted waters chemical toxicity and dangerous substances. Absolute Ecology will perform its duties subject to its obligations under the Health and Safety at Work Etc. Act 1974. Absolute Ecology may if it thinks fit require and as a condition of starting or continuing performance of the services a preliminary risk survey accompanied by the client or its representative. If Absolute Ecology are of the opinion that the site is dangerous then it may decline to continue or may renegotiate additional terms/safeguards as a condition of continuing. If Absolute Ecology decline to continue the client shall pay for any work done to date on a fair and reasonable basis. In any event the client shall pay for Absolute Ecology' time in respect of such a survey.

5 Liability and Insurance

CLIENTS' ATTENTION IS EXPRESSLY DRAWN TO THE PROVISIONS OF THIS CLAUSE.

5.1 Absolute Ecology do not exclude or limit liability for death of person caused by the negligence of itself its employees or contractors nor for any liability created by fraud.

5.2 Absolute Ecology are covered by appropriate employers' liability public liability and professional indemnity insurance the policies relating to which may be inspected on request.

5.3 Subject always to 5.1 under no circumstances shall Absolute Ecology be liable for any loss of profits revenue goodwill third party claims nor for any liability in the nature of an indirect or consequential loss.

5.4 Absolute Ecology do not accept liability howsoever caused which the client may suffer or for which the client may become liable arising out of or in connection with any services carried out on behalf of the client by Absolute Ecology save insofar as the loss damage costs or expenses arose as a foreseeable consequence of the negligence of Absolute Ecology or its direct employees or contractors for whom it is responsible.

5.5 Absolute Ecology shall perform the services in a professional manner using all reasonable care and skill. In the event that the services provided shall be shown to be below this standard then Absolute Ecology shall wherever possible remedy the defect by re-performing the services.

5.6 Without prejudice to clause 5.5 in the event that there is a default by Absolute Ecology then there shall be no liability for damages nor shall any right of termination accrue in the case of a default that is remediable by us unless we have been given written notice of the default and we have failed within 30 days thereof to remedy the same.

5.7 Clients acknowledge that such limitations and exclusions are fair and reasonable having regard to the nature of the services the cost thereof and the liability which would accrue in the event of breach. Betts

Ecology may consider accepting higher levels of liability in exchange for increased fees reflecting matters such as the degree of risk and/or the costs of additional insurance.

5.8 The exclusions and limitations shall apply to any claim whether in contract tort including negligence or other recognised legal liability.

5.9 The exclusions and limitations shall apply equally to any such contractor or other person employed by Absolute Ecology in the provision of the services.

6. Confidentiality

6.1 Absolute Ecology will respect the commercial confidentiality of clients' affairs and will not release details of any studies or reports which are not in the public domain to third parties without clients' permission other than as a list of client names and an unrelated list of project titles used in presenting Absolute Ecology' record of experience.

7. Copyright and Title

7.1 The title to all techniques processes programs databases research and related intellectual assets created produced or developed by Absolute Ecology or its personnel remains the sole property of Absolute Ecology. Copyright to all the practice's written or recorded work howsoever held on whatever medium is vested in Absolute Ecology. On settlement of all agreed fees written work produced specifically for clients is thereafter regarded as joint copyright between the clients and Absolute Ecology. Absolute Ecology shall be entitled subject to clause 6 (confidentiality) to reproduce elements of a general nature in providing services to other clients or for research purposes.

8. Completion

8.1 Absolute Ecology will use its best endeavours to complete the services by the agreed date but this is an estimate only and time is not of the essence. However it must be clearly understood that ecological work is subject to vagaries of weather seasonality migration and dispersion of species and other factors. Completion is therefore subject to such environmental variables and also to other events of force majeure which shall include but is not to be limited to any event beyond Absolute Ecology' reasonable control: flood lightning or fire industrial action or lock-outs; the act or omission of government highways authorities planning authorities or other competent authority; war military operations or riot; the act or omission of any party for which Absolute Ecology are not responsible. Absolute Ecology shall not be liable in respect of any breach of contract due to any such or similar cause beyond its reasonable control.

8.2 Clients are asked to note that, excepting short or emailed reports which will have no paper copies, two paper copies are normally supplied of Absolute Ecology written reports unless other instructions are received at time of quotation. All additional copies requested will carry an administrative charge to cover printing copying binding postage and staff time. Third party reports submitted to Absolute Ecology for review will normally be returned as supplied but Absolute Ecology can accept no liability for accidental loss or damage and clients should therefore keep a full set of all originals.

8.3 Where significant revisions to reports are requested by the client or where the original instructions are altered by the client or additional instructions given then Absolute Ecology may accordingly charge for any resulting extra time spent or work done.

9 Allocation of personnel

9.1 Absolute Ecology reserve the right to allocate appropriate project managers and other personnel to contracts. Names of staff and qualifications can be provided on request but may be changed as circumstances require. The right is also reserved to sub-contract elements of the services where additional specialist expertise is needed for the satisfactory execution of a contract. Absolute Ecology remain responsible for all work produced by sub-contracted personnel.

10. Variations

10.1 Should it become apparent during the course of a contract that amendments to instructions are required. Absolute Ecology undertake to inform clients in order to agree any changes before proceeding. Unless otherwise agreed in advance charges for any additional services shall be based on the rates given in the practice's current fees sheet. Reduction of charges resulting from a reduction in the contracted services shall be at the discretion of Absolute Ecology depending on the commitments of staffing equipment and other resources already made. All variations must be first agreed in writing to be valid but this last does not apply to any variations arising as a result of a client's urgent requirements.

10.2 After acceptance of a commission Absolute Ecology will be entitled to charge clients at the Practice's published fee rates for time lost as a result of delays caused by the client or if any other conditions are applied by the client or any other factors not originally agreed and beyond the reasonable control of Absolute Ecology occur. This includes but is not limited to time lost or delays caused because keys or access to

site are not provided client does not respond to communications extra health safety or other requirements are imposed or necessary site plans or files are not supplied as agreed *et cetera*.

11. Cancellation

11.1 Should the contract be cancelled for any reason at any stage by either party Absolute Ecology shall be entitled to be paid forthwith for all outstanding fees. In the case of a single fee payment structure Absolute Ecology will be entitled to fair and reasonable payment for services performed to the date of termination not exceeding the original agreed fee. Furthermore cancellation or termination of a contract for any reason shall be without prejudice to the rights and remedies relating to any error omission or negligence by either party.

12. Arbitration

12.1 In the event of any disagreement between the parties which cannot be resolved between them the parties shall have recourse to the Institute of Ecology and Environmental Management in the case of an Environmental Impact Assessment contract as arbiters. Arbitration will be governed by the Arbitration Act 1996 and the award shall be final. Nothing in this clause 12 shall however prevent either party seeking injunctive relief.

13. Law and Courts

13.1 These terms and any contract to which they relate shall be governed and construed in accordance with English law and all disputes arising in connection there within shall subject to clause twelve be submitted to the jurisdiction of the English Courts.

14 . Third Party Rights

14.1 Services are provided for the benefit of the person or entity which is the client contracting party.

14.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract. Clients shall indemnify Absolute Ecology where it passes results or reports to a third party and a third party takes action against Absolute Ecology. These terms and conditions shall equally apply to any group company of Absolute Ecology which directly or indirectly provides services. Neither party may assign the benefit or burden without the express written consent of the other.

15. General

15.1 Headings are for convenience and do not affect the interpretation of particular provisions.

15.2 References to statutes include regulations and include any re-enactments thereof.

15.3 Provisions which are held by a court or competent authority to be severable shall not affect the remainder of these terms which shall remain in force and effect.

15.4 No delay or inaction shall constitute a waiver or release of any past and/or future liability.

15.5 In these Terms of Trading "Absolute Ecology"