

Clarkson and Woods Standard Terms and Conditions of Business:

Please read these terms and conditions carefully and ask us if there is anything you do not understand. These terms shall apply to the provision of services and goods under contracts into which they are expressly incorporated. Once incorporated, these terms shall apply to the exclusion of all other terms and conditions including any terms which a Client may purport to apply under any confirmation of instruction or similar document. Acceptance of our work constitutes an acceptance on your behalf of these terms and conditions.

1. Our Responsibilities

- 1.1. Clarkson and Woods will use reasonable skills and care in the performance of the Services in conformity with the standards of the Ecologist's profession.
- 1.2. As a progressive ecological consultancy we are keen to maintain high standards of professional quality. Surveys will be undertaken on the understanding that nothing in the final report will be omitted or misrepresented.
- 1.3. All consultants are members of the Chartered Institute of Ecology and Environmental Management (CIEEM) and are bound by their Code of Professional Conduct.
- 1.4. The consultant dealing with your work will be specified in writing. All matters regarding your work should be addressed in the first instance to this consultant.

2. Your Responsibilities

- 2.1. The Client agrees to cooperate with the Consultant in the performance of the Consultant's services and to give such support, facilities and information as may be reasonably required.

3. How we calculate our fees

- 3.1. Our fees are calculated in the following two ways:
- 3.2. Set fee - you will be quoted a total price for the completion of work specified and in accordance with any other brief you supply at the time of instruction. Within this set fee all other contingencies are included. There will be no additional fee charged unless the brief issued to us changes or, under exceptional circumstances, additional and unforeseen costs are incurred. Additional costs will be confirmed in writing and only by agreement with the client, except where shown.
- 3.3. Hourly rate - charged at agreed rates (£90.00/hr Director; £66.00/hr Principal Consultant; £54/hr Senior Consultant; £42.00/hr Ecologist; £32.00/hr Assistant Ecologist) divided into 15 minute units. We will provide you with an estimate of the total amount of time it will take to produce the work you have requested although this may vary without notice and represents only our best guess. Travelling expenses, subsistence and all other contingencies are not included within the hourly rate.

Subsistence is typically charged at £85.00/night (although in the London area and peak times in popular tourist destinations, a slightly greater budget may be necessary). Mileage is charged at £0.65/mile.

- 3.4. Special projects may be quoted at a different rate and confirmed in writing by us. This includes representation at inquiry or other similar instances. The fee rate and time scales for delivery of the work will be set out in a written proposal. Work will commence upon receipt of written confirmation to proceed.
- 3.5. Quotations are valid for 3 months from the date of quotation.
- 3.6. The Consultant may from time to time increase the hourly rates (if applicable) by such amount as is reasonable and unless the Client objects to such increased rates within seven days of notification in writing, all services shall thereafter be provided at the increased rates notified. If the Client objects to the increased rates, the Client shall remain liable for the existing contractual rate payable in accordance with the terms hereof plus such additional rate as shall be reasonable.
- 3.7. Clarkson and Woods Ltd is a VAT registered company and VAT will be charged at the standard rate and will apply to all fees and services. Registration number: 510 8095 70

4. Payment

- 4.1. The Client shall pay Clarkson and Woods Ltd for the delivery of services, travel, and equipment. The fees and charges shall be invoiced at the end of the calendar month in which the services are performed, or upon satisfactory completion of the work outlined in the quotation letter to which these Terms of Business are appended. The final date for payment shall be 30 days after the date of invoice.
- 4.2. The Client will pay to Clarkson and Woods, if applicable, interest under the Late Payment of Commercial Debts (Interest) Act 1998 on all unpaid invoices or at Clarkson and Woods sole discretion, compound interest at the current Bank of England base rate on all invoices which remain unpaid by the Client after the final payment date, together with the full amount of administrative, legal and other costs incurred in obtaining settlement of unpaid invoices.

4.3. During any period in which payments from the Client are overdue, the obligations of the Consultant may be suspended.

5. Liability and Insurance

5.1. Clarkson and Woods is a limited company with Professional Indemnity cover to £5 Million, Employers Liability cover to £10 Million and Public Liability cover to £5 Million. Professional Indemnity insurance is provided McParland Finn Ltd and Employers Liability and Public Liability are both provided by Aviva Insurance. Details can be provided upon request.

6. Copyright

6.1. We shall include the price of acquiring maps and other copyright material within set fees where stated. Clients that provide maps, plans and other copyright material do so at their own risk. Copyright of material commissioned by the client shall be assigned in most cases from Clarkson and Woods to the client on completion of the work. Copyright of stock images and other items shall remain with us where stated in the contract brief. Clarkson and Woods retains the right to use commissioned work within its portfolio and display this to potential clients.

7. Suspension and Termination

7.1. The Client may suspend the services of Clarkson and Woods and/or terminate the appointment by giving 7 days written notice. Clarkson and Woods also have the right to suspend services in accordance with clause 3.3.

7.2. If the services of Clarkson and Woods are suspended by the Client, the Client shall pay Clarkson and Woods Ltd within 30 days all instalments of the fees due up to the date of suspension or termination, including any additional fees covering work in progress up to the date of suspension and/or termination.

8. Licence Applications

8.1. Derogation Licence Applications submitted to Natural England and Natural Resources Wales will be made under the condition that this constitutes a risk. Not all licence applications are initially successful and we make no guarantee that an application will be successful. We will deem a satisfactory completion of work to mean the submission of the application to Natural England.

9. Copies Of Reports

9.1. We will provide one paper copy of each report if required, together with an electronic pdf copy. Additional copies of reports will be charged at £15 per copy subject to complexity and time involved in publishing.

10. Loss Of Documents

10.1. Copies of reports and information sent to us will be held at our offices. Documents and other correspondence shall be sent from this office using 1st Class Post, Internet or courier delivery.

We shall accept no responsibility for failure of documents to reach us or for documents failing to reach their destinations.

11. Knowledge Sharing for Scientific Advances

11.1. Unless the client specifies to the contrary, records of the presence of species noted on site will be passed to the local records centre.

12. Client Confidentiality

12.1. The Consultant undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client other than to sub-contractors who have signed an appropriate secrecy undertaking or others where the Client has expressly or impliedly consented to the disclosure.

12.2. We may use your name or company name within our own promotional material although any further details shall only be disclosed by your written agreement if confidentiality has been requested.

13. Intellectual Property

13.1. The Consultant undertakes not to cause or permit anything which may damage or endanger the intellectual property of the Client or the Client's title to it or assist or allow others to do so.

14. Standard Of Work

14.1. We shall endeavour to produce the highest quality work on your behalf. However, we shall not be held responsible for omissions, mistakes or errors in work or for any other eventuality arising out of unreasonable or unforeseen circumstances.

15. Client Feedback

15.1. We welcome client feedback within a view to continually improving the service we provide. This may be contributed (either positive or negative) in writing or verbally to the ecologist dealing with your work.

16. Arbitration

16.1. Should any disputes fail to be resolved by agreement, a mediator whose identity is agreed by both parties shall be appointed to arbitrate. Terms of the 1996 Arbitration Act apply.

17. Health and Safety Policy

17.1. Clarkson and Woods has a health and safety policy, a copy of which can be provided by request. The company operate Risk Assessments for specific contract work, which are developed in consultation with the Client. Clarkson and Woods has CHAS, SMAS and CQMS Health and Safety Accreditations, copies of which can be provided upon request. Most Clarkson and Woods staff are also CSCS and ROLO Card Holders. If you require ecologists to be CSCS Card Holders on your site, please make us aware