

## Quote Summary

### Preliminary Roost Assessment - £449 (no VAT)



Book your survey with us on our website [www.bat-surveyor.co.uk/#book](http://www.bat-surveyor.co.uk/#book)



We undertake the survey on the day of the booking



You receive your report on the same day.

We charge a flat rate for one building or up to twelve trees of £449 (no VAT) – you'll get an invoice shortly after the booking on 14 day payment terms.

A more detailed quote is overleaf.

By booking with us you agree to our terms and conditions (end of this document).

## Quote for a Preliminary Roost Assessment - £449 + (no VAT)

The Preliminary Roost Assessment (PRA) will follow the Bat Conservation Trust (BCT) guidelines criteria<sup>1</sup>. This entails inspecting a structure (e.g. a building or tree) for field evidence of roosting bats such as feeding remains, droppings, urine staining and Potential Roosting Features (PRFs) such as voids, cracks and crevices.

Any direct evidence, type and number of PRFs and the Site's environment is then used to grade the structure's suitability for bats. The assessment is based on the potential value of a roost in the structure, not the likelihood of a bat roost at the structure. A low suitability structure would, at most, have features that individual bats could roost in opportunistically. Structures with a moderate suitability may support bats regularly, but are not likely to include hibernation or maternity roosts. A high suitability structure would have one or more potential roost sites that are obviously suitable for use by larger numbers of bats on a more regular basis.

- The PRA will be undertaken by a suitably trained and licenced bat surveyor.
- The report will be delivered on the same day as the survey (this may be outside of normal office hours, and is subject to receiving required information from the client).
- The fixed price is for one PRA of a 'standard' building<sup>2</sup> or up to twelve trees.
- Small outbuildings (such as sheds or a garage) are included in the fee, but we will need to charge an additional £75 per additional building / group of trees to be surveyed at the site.
- If bat droppings are found, we will collect samples and store them for you for three months in case you want to send them for DNA analysis later. We can recommend a local lab who can do this for you.
- We will also include any relevant notes about nesting birds, as the Local Authority will often ask for this.
- The structure will be assessed as being of negligible, low, moderate or high suitability for roosting bats.
- The report will include the methods used, evidence gathered and the assessment of roost suitability. We will also make recommendations for further evening surveys (only if required), and enhancement of the proposal for bats in line with national planning policy.

By placing a booking with us, you agree to our Terms and Conditions (overleaf).

Payment is on invoice with 15 day terms.

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<sup>1</sup> Collins, J. (ed.) (2016) *Bat Surveys for Professional Ecologists: Good Practice Guidelines* (3<sup>rd</sup> edn). The Bat Conservation Trust, London

<sup>2</sup> A standard building may include a residential house, barn or workshop.

## Standard Terms and Conditions

### DEFINITIONS

1. "Pedder Ecology", "The Bat Surveyor" "bat-surveyor.co.uk", "The Ecology Surveyor" and "ecology-surveyor.co.uk" are trading names of "Jo Pedder", a sole trader. Herein, these terms are referred to as "The Consultant"
2. "Services" means services to be supplied by The Bat Surveyor to the Client.
- 2a "Fees" means any charges made, which may include expenses, disbursements time charges and third party fees etc.
3. "Client" means the person firm organisation or company who instructs The Bat Surveyor to provide services.
4. Subject to clause 5 these Terms and Conditions govern the entire agreement ("Agreement") between The Bat Surveyor and the Client and in the case of any inconsistency between these Terms and conditions and any other terms and conditions sent by the Client to The Bat Surveyor (whatever their respective dates) in respect of the Services these Terms and Conditions shall prevail.
5. No waiver, alteration or modification of these Terms and Conditions shall be valid unless made in writing and signed by a duly authorised representative of the parties.

### STANDARD OF CARE, WARRANTIES, COMPLETION AND RELIANCE

6. The Consultant undertakes to use reasonable skill and care in carrying out the Services save that the parties accept and agree that no duty of care is owed *individually* by any director, officer, employee or agent of The Consultant involved in the provision of the Services.
7. Where the scope of the Services includes a site or environmental assessment, audit, review or investigation which includes the interpretation, interpolation or extrapolation of data from discrete sampling locations and/or discrete times, the Client accepts and agrees that these data may not represent actual conditions between these locations or between these times and that The Consultant's conclusions and recommendations based on such data are statements of professional opinion and not statements of fact. Whilst The Consultant will carry out such Services and provide its conclusions and recommendations with reasonable skill, care and diligence, it accepts no liability if the actual conditions between the locations and times is different to The Consultant's conclusions or recommendations.
8. Notwithstanding any term in any letter, proposal, invitation to tender or other communication The Consultant does not guarantee or warrant the fitness for purpose of its Services, or any part of its Services.
9. Save for clause 10 in this agreement nothing confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.
10. The Consultant shall owe no duty to any third party in respect of the Services or in respect of any reports, estimates or recommendations, whether oral or in writing, provided by The Consultant. In the event that the Client discloses to any third party The Consultants' reports, estimates or recommendations then the Client shall make the third party aware of the terms and effects of this clause.
11. The benefit and burden of this agreement to the Client may be assigned only with The Consultant's express consent the giving of which will be at The Consultants' entire discretion.
12. It is accepted by the Client, that due to the variable nature of environmental assessment, the proposed completion dates are best estimates, as unforeseen events (such as adverse weather conditions) and actions by third parties can delay the contractual work. Every reasonable effort will be made to complete the work by the proposed dates. The Company will at all times advise the Client of possible delays in the project.

### LIABILITY

13. The Consultant shall not be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise): (a) loss of revenue; (b) loss of actual or anticipated profits (including without limitation loss of profits on contracts); (c) loss of use of money; (d) loss of anticipated savings; (e) loss of business; (f) loss of opportunity; (g) loss of goodwill; (h) loss of reputation; (i) loss of, damage to or corruption of data; (j) any indirect, special or consequential loss or damage howsoever caused whether or not such loss is covered in clauses 13(a)-(j) above; (k) any losses arising as a result of any third party bringing a claim in respect of any of the above types of loss.
14. The Client acknowledges that The Consultant has calculated the charges in this Agreement on the basis that The Consultant will exclude or limit its liability as set out in this Agreement and the Client agrees that: (a) the Client shall insure against or bear itself any loss for which The Consultant has excluded or limited its liability in this Agreement; and (b) The Consultant shall have no further liability to the Client save as set out in these conditions; and (c) the Client shall indemnify and keep indemnified The Consultant from and against all claims demands proceedings damages costs charges and expenses arising out of or in connection with this Agreement and/or Services in excess of the liability of The Consultant agreed in Condition 13 or which may be in respect of events or claims occurring for the period of liability set out in clause 15.
15. The Client acknowledges that data gathered during environmental surveys is time-limited, and therefore recommendations, conclusions or other advice given based on data gathered by The Consultant or third parties is time-limited. The liability period for this Agreement is for three years from the date of completion of works undertaken under this agreement which will be taken as the date on which the last report is provided to the Client, or in the case that no formal final report or letter is produced, the date of the last site survey.
16. Save for death or personal injury, in which case The Consultant's liability shall be unlimited, The Consultants' liability under or in connection with this Agreement whether in contract, tort, debt, breach of statutory duty or otherwise shall be limited to the lowest of the following:
  - i. The amount (if any) that The Consultant shall be entitled to be indemnified under its professional indemnity insurance in respect of that liability; or
  - ii. Such sum as The Consultant ought reasonably to pay having regard to its responsibility for the total loss or damage suffered by the Client on the basis that all other lawyers, consultants, contractors or laboratories whose acts, omissions, services or advice have caused or contributed to the said loss or damage shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard only to the extent of their responsibility and ignoring any limitations of liability that may be incorporated into their contracts with the Client or with any other party, or
  - iii. Five times the total amount of The Consultant's invoices submitted under this Agreement at the date at which any claim is notified to The Consultant by the Client.
 And The Consultant will have no liability whatsoever for any study, data services advice etc. provided unless the Client shall have paid all charges and fees in full.
17. The parties agree and acknowledge this agreement satisfies the requirements of reasonableness as set out in the Unfair Contract Terms Act, 1977. The Consultant 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.
18. Sub-clauses 16i, 16ii and 16iii are discrete and severable. Notwithstanding clause 19, to the extent that any Court declares that any one or more of sub-clauses 16i, 16ii and 16iii are unenforceable those that remain shall continue in operation. For the avoidance of doubt, The Consultants' liability shall never exceed whatever is the lowest of the sums calculated in accordance with sub-clauses 16i, 16ii and 16iii above.
19. No action or proceedings under or in connection with this Agreement whether in contract, tort, debt, breach of statutory duty or otherwise shall be commenced after the expiry of six years from the date The Consultant complete the Services.

### OBLIGATIONS OF THE CLIENT

20. The Client shall supply to The Consultant without charge and within reasonable time all necessary and relevant data and information in the possession of the Client and shall give such assistance as shall be required by The Consultant in performances of the Services.
21. The Client is responsible for informing The Consultant of any known potential dangers or hazards to its staff pertaining to the site or its environs, such as, but not limited to: shooting, subsidence, mineshafts and unsafe structures, regular trespassers, drug paraphernalia, livestock, polluted waters, chemical toxicity and dangerous substances. The Client shall indemnify The Consultant from and against any losses or damage arising by virtue of such non-disclosure. The Consultant may levy additional costs to the Client to cover time and expenses for such undisclosed health and safety requirements.
22. The Client is responsible for informing The Consultant of any specific Health & Safety requirements (such as the need for site inductions or specialist equipment) associated with the site in advance of agreeing fees and must provide The Consultant with Health & Safety inductions as appropriate without levy. The Consultant may levy additional costs to the Client to cover time and expenses for such undisclosed health and safety requirements and /or deem it necessary in such circumstances, at The

Consultant's sole option, to withdraw for health and safety reasons from completion of the survey or the study in which case the client shall remain liable to pay The Consultant's fees and charges for both the work already carried out and for the time pre allocated to completion of the client's services.

23. Any fee quoted is based on the assumption that The Consultant's staff/contractors are able to easily and safely gain access to all parts of the site. If difficulties are encountered when gaining access, or unacceptable risks are likely to be incurred, the project may be delayed and/or additional costs may be incurred by the Client.
24. The Client must ensure that a base map showing complete and accurate site boundaries is provided at time of commissioning.
25. The Client shall ensure that his decisions, instructions, consents or approvals on or to all matters properly referred to him shall be given in such reasonable time so as not to delay or disrupt the performance of the services by The Consultant.
26. The Client shall notify The Consultant at the time of issuing instructions of any supporting information required with respect to invoicing.

#### COPYRIGHT

27. The copyright in all drawings, software, reports, specifications, bills of quantities, calculations and other documents and information (hereinafter termed "intellectual property") prepared by or on behalf of The Consultant in connection with the Services for delivery to the Client shall remain vested in The Consultant. When so agreed by The Consultant and recorded in writing prior to the delivery of such intellectual property, and subject to The Consultant having received payment of all fees and disbursements properly due under this Agreement, the Client shall have a licence to copy and use such intellectual property for purposes directly related to the Services. Such licence shall enable the Client to copy and use the intellectual property but solely for his own purposes and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein. Save as above, the Client shall not make copies of such intellectual property nor shall he use the same in connection with any other works or for any other purpose nor pass them to any third party without the prior written approval of The Consultant and upon such terms as may be agreed by The Consultant.

28. The Consultant shall not be liable for the use by any person of any drawings, software, reports, specifications, or other documents or information for any purpose other than that for which the same were prepared by or on behalf of The Consultant.

#### CONFIDENTIALITY

29. Unless specifically expressed to be confidential by the Client when providing the relevant information to The Consultant, all information supplied by the Client and all data produced by The Consultant will be treated as within the public domain. The Consultant, as required in the Chartered Institute of Ecology and Environmental Management's professional code of conduct, may supply raw ecology data gathered under this Agreement to the relevant local record centre

30. Where any such information is expressed by the Client to be confidential, The Consultant will take all practical steps to ensure that the information is communicated only to persons engaged in the preparation and supervision of the contract and that those persons treat the information as confidential (subject to clause 32)

31. The foregoing restrictions do not apply to any information that is already in the public domain or becomes so after it has been disclosed by The Consultant.

32. Confidentiality will not apply where legal or other such obligations necessitate the provision and/or dissemination of information, such as, but not limited to: the requirement to submit licence returns in respect of any activities carried out under protected species licences or other such agreements; as a result of any investigation by or enquiry from a licensing body, enforcement agency, in order to 'whistle blow' where a breach of law is observed or suspected, etc.

33. The Consultant does not accept liability for any loss or damage incurred by the Client as a result of disclosure of information regarding a site unless advised in writing that information is reported as confidential.

#### FEES

34. The Consultant does not provide Services on a "put up (pay when paid)" or "contingency (no win no fee)" basis, unless otherwise agreed. Clients are deemed to be liable for all fees, expenses and disbursements owing, arising from provision of Services in accordance with instructions issued. Fees may be agreed as a lump sum, either inclusive or exclusive of disbursements. Where fees are agreed on a time charge basis they will be incurred on the basis of units of thirty minutes (two units per hour).

35. The Client shall pay The Consultant fees as agreed and in accordance with The Consultant fee quote as attached. Unless otherwise set out in the fee quote (i.e. cleared payment upfront), the Client shall make payment within 15 days of the date of any invoice submitted by The Consultant. Default for any late payment shall incur interest at 8% above the base rate for the time being of the Bank of England.

36. The Consultant shall have the right without prejudice to suspend services and withhold reports/data in the event that payment to The Consultant is seven days beyond their due date. The Consultant 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.

#### DELAYS AND FORCE MAJEURE

37. If site conditions prevent or inhibit performance of the Services or if unforeseen hazardous waste material conditions are encountered, the Services under this Agreement may be delayed. Any such delays, and any delays caused by the Client and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and The Consultant shall be paid for Services performed to the delayed commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including, but not limited to, labour and material escalation, and extended overhead costs, attributable to such delay. Delays within the scope of this Clause shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

38. The Client shall not hold The Consultant responsible for damages or delays in performance caused by acts of God, acts and/or omissions of government or regulatory authorities, or other events which are beyond the reasonable control of The Consultant. For this purpose, such acts or events shall include, but not be limited to, storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information or material to the project. Should such acts or events occur, it is agreed that The Consultant shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this agreement. Delays in excess of thirty (30) days within the scope of this clause shall, at the option of either party, make this agreement subject to termination subject always to the provisions of clauses 34 and 35 above or to renegotiation.

#### JURISDICTION AND CHOICE OF LAW

39. This contract is subject to the law of England and Wales and the jurisdiction of the English courts.

Issued for and on behalf of The Consultant by:



Jo Pedder MCIEEM