

TERMS OF BUSINESS

When we accept your instructions to provide ecological consultancy services, a contract is established between us which is subject to a range of statutory and professional regulations too extensive to incorporate into one document, but we hope the information given here will be helpful to you at the outset.

If you have questions about these details now or at any later stage in our relationship then we shall of course deal with those for you as they arise, but you should note the provisions of paragraph 1 below regarding both your acceptance of our terms and subsequent variation of them.

1. Letter of engagement

- When we have received instructions and agreed to act for you we will send you a proposal which will set out what you have asked us to do and our charging structure or fixed price quote.
- By continuing to instruct us in the matter you are deemed to accept the terms of business set out here and in the proposal as applying from the date of our instruction by you until the termination of the matter. The only way in which any of these terms can be varied is in writing.

2. Our responsibilities

- Our primary responsibility in your matter is to you. Our advice to you is personal. If you pass on our advice to any third party we have no duty of care towards them.
- We reserve the right where appropriate to appoint sub-consultants to assist in the project.
- We accept no responsibility for failings in systems that are beyond our control (such as phone/internet provider, power failure etc).
- All our Ecologists are bound by the professional code of the Institute of Ecology and Environmental Management and at all times will conduct our business in accordance with that code.
- Under this professional code we are required to submit our data records to the relevant local records centre. When you instruct us you agree to us making such data available to the relevant body (but not for any other purpose).

3. Your responsibilities

- In order to act for you effectively we need you to give us as soon as it is available to you the fullest and most accurate information you can in relation to the project, and to provide us with all relevant documentation eg site plans, copies of planning consents etc.
- We can accept no liability for problems arising out of your inaccurate instructions or as a result of unilateral action, unavailability or delay on your part.
- It is your responsibility to inform us at the outset of the contract to whom our invoice is to be addressed and to provide us with that party's confirmation in writing that they will be responsible for our charges.
- Please tell us promptly and in good time if your contact details change or if you are going to be unavailable for any length of time.

4. Fees

- Our proposal will set out the charging structure for your project and whether such fees will be fixed or time-charged.
- Where additional issues arise during the course of the project we will advise you of that fact and issue a revised estimate as soon as is reasonably practical. If you ask us to do additional work on the matter outside our original brief we shall revise our quote and charges accordingly.
- Our fees and expenses as quoted are exclusive of VAT. VAT will be charged on these fees and expenses where required by law.

- Our hourly rates will be reviewed annually in May and if changed you will be advised of that fact promptly.
- If a third party has agreed to pay our fees and expenses and fails to do so payment is your responsibility and the terms in this document regarding payment of invoices and application of interest apply.

5. Invoicing

- Invoices will be sent to you at regular intervals (usually monthly) throughout the currency of your project and a final bill upon completion of the work.
- Payment of an invoice is due within 14 days of delivery to you. Interest is chargeable daily upon any unpaid sum at the rate of 4% above the base rate for the time being of HSBC Bank.
- If in default of payment we are obliged to issue legal proceedings against you to recover what is due, you will pay all costs and expenses associated with those proceedings regardless of the value of the claim.

6. Papers and Documents

- Our reports remain our property until we receive payment for them and we reserve the right to retain them until then.
- Unless we agree otherwise we retain copyright in any document(s) we prepare for you and you may use them only for the purpose for which they were prepared for you.

7. Liability

- Our liability and that of any agent we may legitimately employ in relation to your matter (whether arising in contract, negligence or otherwise) is limited to £1 million for any claim or series of claims arising in the same matter or from the same circumstances.
- We are not responsible for the actions or shortcomings of any agent whom we have instructed on your behalf in good faith.

8. Complaints

- If you have any queries or complaints about our service they should be addressed to the Company Director in the first instance, who will be happy to address your concerns.

9. Governing Law

- The Law of England and Wales will govern our professional and contractual relationship regardless of where you are based or where our services are provided to you.

10. Termination

- You may terminate your instructions to us in writing at any time.
- In certain rare circumstances we may consider it necessary to stop acting for you – for example if you fail to meet your responsibilities under the terms of this agreement, wish us to conduct your project in such a way as to compromise our professional position or if fees remain unpaid . In such circumstances we shall give you reasonable (and wherever possible written) notice of our decision with reasons.
- In either of the above cases you will remain liable for our fees and expenses to the date of such termination.

11. Data Protection

- Whilst all sensitive information you give us in relation to your project will generally be treated in confidence we do reserve the right to disclose such information to relevant third parties as may be necessary to fulfil our role within the project team.