

Our Reference	BG5675A		
Date	08/01/2024		
Client (company)	Acumen Architects	Contact Name	Jeremy Child
From	Joe Hall		
Project Title	Bankfield Court, Huddersfield	Service Type	Bat emergence surveys

Dear Jeremy,

Further to your enquiry, I am pleased to provide a fee submission for the preparation of bat emergence & dawn re-entry surveys at the above site.

Scope of Works – Nocturnal Bat Surveys
Nocturnal Bat surveys involve the positioning of ecologists around a building with the aim of monitoring known or potential roosting sites for bats. Each surveyor is equipped with automated bat survey equipment, infrared cameras, and static bat detectors. They make written notes during each survey with the aim of building a picture of bat activity/roost types during the combined survey effort. Dusk surveys start 15 minutes prior to sunset and conclude 2 hours after dark. Dawn re-entry surveys commence 2 hours before sunrise and conclude 15 minutes after light. The survey scope is to include the survey of Buildings 1 and 2. Each building has been classified as a 'High' suitability building, requiring three survey visits each. A total of five surveyors will be required to monitor the identified roost features on each survey visit. Fees are inclusive of mileage for the site visit.

Fee Quotation			
Item	Number of Surveyors	Surveyor Rate	Total
Bat Emergence Survey 1	5	£ 350.00	£ 1,750.00
Bat Emergence Survey 2	5	£ 350.00	£ 1,750.00
Bat Emergence Survey 3	5	£ 350.00	£ 1,750.00

For every environment

Fee Quotation			
Item	Number of Surveyors	Surveyor Rate	Total
Sub-total (excluding optional fees)			£ 5,250.00
VAT (20%) (excluding optional fees)			£ 1,050.00
Total (excluding optional fees)			£ 6,300.00

Additional Items		
OS Mapping*	To avoid copyright and licensing issues we require the purchase of an OS detail mapping. This will not be required if already purchased as part of a PRA/PEA	£ at cost + 10% handling fee <i>Estimated at £40.00</i>
<i>*the above items are subject to VAT</i>		
Expenses		
All reasonably foreseeable expenses e.g., telephone; faxes, internal printing, local travel etc. are included within our fees set out above. All other expenses will be charged at cost plus 10%.		

Additional Services	
Additional work e.g., attending additional site meetings and/or visits, variations to scope of service, variation in size of site, design variations, re-design etc. will be undertaken on a time charge basis.	
Our time charges rates are as follows:	
Director	£ 195.00 per hour
Associate Director	£ 175.00 per hour
Head of Department	£ 125.00 per hour
Senior	£ 100.00 per hour
Consultant	£ 80.00 per hour
Assistant	£ 50.00 per hour
Graduate	£ 30.00 per hour
<i>These time charge rates are valid until 31st December 2023 at which time they will be reviewed and amended to take account of increased costs. They are exclusive of expenses which will be charged at cost plus 10%.</i>	

Payment

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Payment Terms	
Payable upon receipt of invoice. We also reserve the right to only issue reports once payment has cleared, this is internally known as "Payment Before Release" (PBR).	
Payment Methods	
BACS	As per invoice
Cheque	Made payable to Brindle & Green Limited
  	We accept most major debit & credit cards over the telephone. Business credit cards carry a 2.5% surcharge

Terms & Conditions
It is part of our internal governance that contact terms and conditions are agreed and in writing by both parties prior to the commencement of service delivery. The Terms and Conditions upon which our offer is dependent are attached in Appendix A.

Assumptions & Exclusions	
Assumptions	Exclusions
Only those activities stated in the scope of works are included in these costs.	Unless otherwise specifically addressed we have excluded project team meetings or consultation which will be charged at the hourly rates provided.
All ecological surveys are weather dependent, and any delays may incur additional costs.	
It is assumed that full land and building (internal & external) access is available to undertake all surveys on the same day or may incur additional costs	Any tree climbing activities
Visual assessments of trees and unsafe buildings will be made from ground level	

Validity
This fee proposal remains open for 90 days from issue.

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Appointment			
Please sign and return to confirm acceptance of the above rates and our terms and conditions.			
Name		Signed	
Date			

Appendix A – Standard Terms and Conditions

1. DEFINITIONS

“Consultant” means Brindle & Green Ltd and its legal successors.

“Client” means the person, firm, company, or organisation for whom the Consultant is performing the Services.

“Agreement” means the contract referred to in Clause 2.

“Services” means the services to be performed by the Consultant in accordance with the proposal from the Consultant.

“Project” means the project or works for which the Client has commissioned the Services.

2. GENERAL

Unless and until a formal agreement is entered into, the Client’s acceptance of the proposal for Services from the Consultant or a request for some or all the Services to be performed by the Consultant, shall constitute a binding contract between the Client and the Consultant which contract will be subject to any terms and conditions contained or referred to in the aforementioned proposal and these terms and conditions. In the event of any conflict, the terms and conditions in the proposal shall prevail over these terms and conditions.

3. PERFORMANCE OF SERVICES AND SCOPE

(i) The Consultant shall perform the Services using the degree of skill care and diligence to be expected from a consultant experienced in the provision of services for projects of similar scope size and complexity.

(ii) The Consultant shall proceed with the performance of the Services regularly and diligently and shall use reasonable endeavours to comply with any programme, timetable or schedule of deliverables as agreed between the Client and the Consultant.

(iii) The fee contained in the proposal is for the scope of services as defined therein. If not already contained in the proposal the Consultant and the Client shall agree as an initial activity an integrated project services programme to include the activities of all the parties to the Project relevant to the Services to be supplied by the

Consultant. The aforesaid programme shall show the key dates for final information and the delivery of such to the Consultant so as to enable the Consultant to carry out the services in an efficient once through manner to achieve the programme delivery dates for the Services.

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4. LIABILITY

- (i) The Consultant shall be liable to pay compensation to the Client arising out of or in connection with this Agreement only if a breach of the duty of care in Clause 3(i) is established against the Consultant.
- (ii) Notwithstanding any other term to the contrary in this Agreement or any related document and whether the cause of action for any claim arises under or in connection with this Agreement in contract or in tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Consultant in the aggregate for all claims shall be limited to the lesser of a sum equivalent to ten (10) times the fee payable under this Agreement or £1,000,000 (one million pounds).
- (iii) Further and without prejudice to the aforesaid limit of liability any such liability of the Consultant for any loss or damage ("the loss or damage") in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Consultant to pay having regard to the Consultant's responsibility for the same and on the basis that:
- a) all other parties appointed or to be appointed by the Client to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Agreement and shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
- b) it shall be deemed that all such other parties have not limited or excluded their liability to the Client for the loss or damage in any way which may be prejudicial to the Consultant's liability under this clause
- (iv) Further and without prejudice to the foregoing the total liability of the Consultant under or in connection with this Agreement for any and all claims in respect of contamination or pollution shall be limited to the lesser of £250,000 (two hundred and fifty thousand pounds) or the direct cost incurred by the Client in removing the contamination or pollution.
- (v) The Consultant shall have no liability to the Client in respect of any claim for loss or damage arising from acts of war or terrorism, nuclear or radioactive emissions, any incidence of toxic mould, or from or related to asbestos.
- (vi) Neither party shall be liable to the other for any indirect, special, or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity).
- (vii) No action or proceedings under or in connection with this Agreement shall be commenced against the Consultant after the expiry of 6 (six) years from completion of the Services.
- (viii) Nothing in this clause shall operate to exclude or limit the Consultant's liability for death or personal injury.
- (ix) The Consultant at its discretion may issue warranties to third parties but subject always to a condition that the aggregate liability of the Consultant arising across all warranties and this Agreement shall not exceed the total liability stated in this Clause 4.

5. INSURANCE

The Consultant shall maintain public liability and professional indemnity insurance sufficient to cover the Consultant's liabilities under this Agreement provided always that such insurance is available in the London market at commercially reasonable rates and terms and subject to all normal exceptions exclusions and limitations to the scope of cover generally in operation at the time of renewal.

6. CLIENT'S OBLIGATIONS

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The Client shall promptly and without charge provide to the Consultant all information, further information, approvals, consents, and instructions as requested by the Consultant in relation to the Services so as to allow the Consultant to comply with any agreed timetable for the execution of the Services. Notwithstanding any approval or consent by the Client in respect of the Services, the Consultant shall not be relieved thereby of any obligation or liability arising under this Agreement save to the extent that the Consultant shall be entitled to rely upon any instruction or direction issued by the Client in respect to the Services.

The Client acknowledges that the Consultant will rely on the accuracy, sufficiency and consistency of all information provided to the Consultant by or on behalf of the Client.

7. PAYMENT

- (i) The Client shall pay the Consultant for the proper performance of the Services such sums as become due under the proposal and this Agreement. If the Consultant performs any additional services or if the Services are delayed or disrupted for reasons beyond the reasonable control of the Consultant, then the Consultant shall be entitled to such additional fees and additional time for performance as is fair and reasonable in all the circumstances. The Consultant may render an invoice at monthly intervals for services properly performed. Payment of an invoice shall become due upon the date of issue of such invoice by the Consultant. The final date for payment shall be 21 days after payment becomes due. If payment is not received by the final date for payment the Consultant may suspend performance of the services until such time as payment is properly made.
- (ii) The Client shall not withhold any payment of any sum or part of a sum due to the Consultant under the Agreement by reason of claims or alleged claims against the Consultant unless the amount to be withheld has been agreed between the Client and the Consultant as due to the Client or such sum arises from an award in arbitration or litigation in favour of the Client and arises under or in connection with the Agreement. Save as aforesaid all rights of set off at common law, in equity or otherwise which the Client may otherwise be entitled to exercise are hereby expressly excluded.

8. INTELLECTUAL PROPERTY RIGHTS

The legal and beneficial ownership of all intellectual property prepared or developed by or on behalf of the Consultant in connection with the Project shall remain vested in the Consultant. Upon full payment of the fees due under this Agreement, the Consultant shall grant to the Client an irrevocable, royalty-free, non-exclusive licence to use all rights, titles, and interest in any such intellectual property in connection with the construction, completion, maintenance, reinstatement, repair, letting, promotion and/or advertisement (whether by the Client or by a third party authorised by the Client) of the Project. The Consultant shall have no liability for any use of the intellectual property other than for the purposes for which it was originally intended.

9. ETHICAL CONDUCT OF THE PARTIES

In the performance of their obligations under or in connection with this Agreement the parties, their agents and employees shall comply with all applicable laws, rules and regulations including but not limited to the Bribery Act 2010 and where appropriate the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

10. TERMINATION

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If a party commits a material breach of this Agreement and despite a notice from the non-defaulting party specifying the breach and requiring its remedy, the defaulting party fails to remedy such breach within 28 days of the notice then the non-defaulting party may give notice to the defaulting party terminating the Agreement with immediate effect.

11. DISPUTE RESOLUTION

The parties shall attempt to resolve any difference or dispute between them by mutual agreement. If such cannot be resolved then any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the LCIA Rules current at the time of the referral under this clause. Such Rules are deemed to be incorporated by reference into this clause. The law governing the arbitration shall be that of England and Wales, the number of arbitrators shall be one and the seat of the arbitration shall be London, England.

12. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the law of England and Wales.

13. WHOLE AGREEMENT

The Agreement so formed shall supersede all previous understandings, commitments, or agreements whether written or oral between the Client and the Consultant relating to the subject matter hereof.

14. THIRD PARTY RIGHTS

No person or entity shall have any rights in relation to this Agreement, whether as third parties or otherwise, save the parties to this Agreement.

15. SEVERANCE

Should any term or condition of this Agreement be held to be unenforceable then such term or condition shall be disregarded, and the remaining terms and conditions shall remain in full force and effect.

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