

Dan Carter
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Noral Way
Banbury
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(by email to dan.walker@aspect-ecology.com)

4-Sep-20

Ref: EB03199-A-RevE1

Revised Quote for a biodiversity compensation scheme for development at Caldecotte, Milton Keynes

Dear Dan,

Please find attached a revised all-in-one quote for the above development proposal. This quote is based on the assumption of delivering a biodiversity compensation requirement of -106.00 biodiversity units (BU) for habitats, -5.30 BU for hedgerows and -2.27 BU for rivers and streams features, reflecting the biodiversity metric received on 4th September 2020.

It is understood that the offset is to compensate for development impact to, predominantly, semi-improved grassland but there is also loss on 0.44 units of orchard, 1.11 units of non-priority pond and 13.53 units of unimproved grassland (lowland meadow). It is recommended that an offset, with a focus of grassland enhancement, is sought within the Milton Keynes authority area.

For the purchase cost of 106.00 biodiversity units (Habitats), 5.30 BU of hedgerows and -2.27 BU of river and stream features: £1,200,000 + VAT

The sum above will include the following:

- A biodiversity offset scheme adhering to local standards of delivery,
- Liaison with local planning authority on offset approval,
- Ecological assessment of the offset site,
- Negotiations with the offset landowner,
- Preparation of legal agreements for long-term offset delivery,
- A 30 year* costed management and monitoring plan; and,
- Monitoring and oversight of the offset site over 30 years* with reporting to the LPA.

Provisional target for offset receptor site:

- To include a range of habitats but with a primary target to achieve 17.99 BU (13.53 BU + 33% increase*) of lowland meadow restoration or, where restoration opportunities are not available, the creation of species-rich neutral grassland,
- Generate 106.00 biodiversity units for habitats, 5.30 BU of hedgerows and 2.27 BU of river and stream features,
- To be managed for a minimum 30-year period,
- Within the local authority and in a location to contribute to landscape connectivity, utilising the local strategy, where available.

* 33% increase based on local authority recommendations.

By accepting this fee proposal you agree to Environment Bank's terms and conditions (see attached). The quote is valid for 90 days from the date of this letter.

10% of the fee will be invoiced upon instruction of the above quote, with the remainder due upon offset approval by the local planning authority.

Any queries please do not hesitate to contact us.

Yours sincerely,

Richard Wheat ACIEEM
Biodiversity Project Officer
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Environment Bank

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THE ENVIRONMENT BANK LTD
STANDARD TERMS AND CONDITIONS FOR ENVIRONMENTAL SERVICES

1. DUTIES

Duties under this contract by The Environment Bank Ltd (EBL) will be provided for the client strictly as laid out in the proposal or brief, including fees, and disbursements as itemised below. All terms and conditions as laid out in the following Articles are pertinent to this project and commissioning of EBL to undertake the work as laid out in the brief automatically requires the adoption of EBL's terms and conditions as laid out here.

2. PAYMENT

Invoices are due and payable upon receipt, Interest at the rate of 3% per month is due on all payments not paid on or before the 45th day after the invoice date. Interest shall be computed from the date of the invoice. In the event legal proceedings are necessary to collect payments not paid when due, CLIENT shall pay, in addition to such payments, EBL's reasonable solicitor's fees and legal costs associated therewith, including EBL's fees for document preparation based on our standard charge out rates. In addition, EBL may, after giving 7 days written notice to the CLIENT, suspend services under this AGREEMENT until EBL has been paid in full all amounts due for services, expenses and charges. The contract value shall be increased accordingly by the amount of EBL's reasonable costs of shutdown, delay and start up.

If CLIENT disputes any portion of a request for payment CLIENT shall pay the undisputed portion of such request as provided herein and shall promptly notify EBL of the amount in dispute and the reason therefore. Any portion of the disputed amount which is ultimately agreed upon by the CLIENT and EBL, to be owed to EBL, shall accrue interest at the rate and commencing upon the date stipulated in this Article.

3. INTERPRETATION

This AGREEMENT, together with any exhibits attached hereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part thereof shall constitute the entire AGREEMENT between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms thereof.

Failure of either party to exercise any option, right or privilege under this AGREEMENT or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.

4. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this AGREEMENT is held illegal or in conflict with any law of the Country or State where made or having jurisdiction over any of the parties hereto, validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term or provisions held to be invalid.

5. GOVERNING LAW/FORUM

This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws of a neutral jurisdiction, which shall also be the forum of any dispute resolution proceeding, which jurisdiction shall be London, England.

6. CHANGES

The CLIENT, without invalidating this AGREEMENT, may order changes within the general scope of the services required by this AGREEMENT by altering, adding to and/or deducting, in writing, from the services to be performed. If any changes under this clause causes an increase or decrease in EBL's cost of, or the time required for, the performance of any part of the work under this AGREEMENT, an equitable adjustment shall be made by mutual agreement and the AGREEMENT modified in writing accordingly. All such changes in the Services shall be in writing and shall be performed subject to the provisions of this AGREEMENT.

7. WARRANTY

EBL warrants that all the services to be rendered pursuant to this AGREEMENT shall be performed in accordance with the standards customarily provided by an experienced and competent professional scientific organisation rendering the same or similar services. EBL shall perform any of said services which were not performed in accordance with this standard provided that EBL is notified in writing of the non-conformity within 180 days after the completion of the non-conforming service. EBL will perform the remedial services at cost as provided in the AGREEMENT, but without a fee.

8. INSURANCE

EBL shall place and maintain with responsibility insurance carriers the following insurance. At CLIENT's request, EBL shall deliver to CLIENT, certificates of insurance which shall provide thirty (30) days notice given to CLIENT in the event of a cancellation. EBL's total liability in respect of any breach of contract or breach of duty, fault, negligence or otherwise whatsoever arising out of, or in connection with, the engagement, shall be limited to £500,000 to cover claims of any sort whatsoever made by the client (including interest and cost) arising out of or in connection with any engagement. This provision shall have no application for any liability for death or personal injury or any other liability which EBL is prohibited by law from excluding or restricting.

9. ACCEPTANCE BY CLIENT

The WORK shall be deemed accepted by CLIENT, and hence liable for payment in full, unless within fifteen (15) days after receipt of EBL's written notification of final completion (ie. report submission), CLIENT will have given EBL written notice specifying in detail where the work is deficient; whereupon EBL will promptly proceed to make necessary corrections and, upon completion, the WORK shall be deemed accepted by CLIENT. EBL reserves the right to withdraw all reports, documents and products so produced, at any time until such time as payment by CLIENT to EBL has been made in full. All products remain the entire property of EBL until payment has been received in full.

10. CLIENT FURNISHED DATA, DRAWINGS AND SPECIFICATIONS

EBL shall have no liability for defects in the WORK attributable to EBL's reliance upon the use of data, design criteria, drawings, specifications or other information furnished by CLIENT and CLIENT agrees to indemnify and hold EBL harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. EBL shall disclose to CLIENT, prior to use thereof, defects or omissions in the data, design criteria, drawings specifications or other information furnished by CLIENT to EBL that EBL may reasonably discover in its review and inspection thereof.

11. REUSE OF DOCUMENTS

All documents including drawings and specifications prepared by EBL pursuant to this AGREEMENT are instruments of his services in respect of the PROJECT. They are not intended or presented to be suitable for reuse by CLIENT or others on extension of the PROJECT or any other project. Any reuse without specific written verification or adaptation by EBL will be at CLIENT's sole risk and within liability or legal exposure to EBL, and CLIENT shall indemnify and hold harmless EBL from all claims, damages, losses and expenses including solicitor's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle EBL to further compensation at rates to be agreed upon by CLIENT and EBL.

12. BIOLOGICAL RECORDS

Records of any flora or fauna identified as part of a PROJECT will be passed onto the local Biological Records Agency. If you wish for such records to remain confidential, please notify EBL in writing.

SUPPLEMENTAL TERMS AND CONDITIONS

1. The information and conclusions presented in the report described in the Scope of Work (hereinafter called the Report) shall be valid only for the circumstances of the site(s) investigated as described in the Report (hereinafter called the Premises) as they existed during the time period of the investigation.
2. The Report shall not constitute a warranty, guarantee, or representation of the absolute absence of e.g. protected species following surveys, but shall be based on best available information. This also relates to interpretation of data. EBL shall use all reasonable means to interpret data correctly and independently, to undertake ecological impact assessment, habitat design and creation and all such works etc., based on best available techniques, methods and practices.
3. EBL shall evaluate the reasonableness and completeness of all relevant information, but EBL shall assume no responsibility for the truth or accuracy of any information provided to EBL by others or for lack of information that is intentionally or negligently withheld from EBL by others.
4. After termination of the AGREEMENT, if EBL obtains information that it believes warrants further exploration and development, EBL will endeavour to provide it to the CLIENT, but EBL will not be liable for doing so.
5. In acceptance of these terms CLIENT shall accept that the maximum professional liability of EBL shall be £500,000 inclusive in the aggregate (not each and every or any one claim).
6. The Report shall contain the following or a substantially similar "Notice to interested Parties" or if not stated in the Report shall be deemed to have been so stated as per these terms and conditions:

"To achieve the study objectives stated in this report, we were required to base our conclusions on the best information available during the period of the investigation and within the limits prescribed by our client in the agreement. Where information is provided by others, EBL shall bear no liability in respect of any advice given on the basis of that information".

"No investigative method can completely eliminate the possibility of obtaining partially imprecise or incomplete information. Thus, we cannot guarantee that the investigations (date, work, interpretation of that data or work) completely defined the degree or extent of e.g. species abundances, habitat management efficacy, conservation credit calculations and hence credit requirements, described in the report. Nor does EBL accept any liability for any decisions made by the CLIENT on the basis of the information, consultancy or advice provided by EBL".

7. Should a prepared compensation SCHEME be withdrawn by the SCHEME provider for reasons outside of EBL's control, the client will be required to pay, as a minimum, the costs specified under the accepted fee proposal and carried out to date. To secure a replacement SCHEME the CLIENT will be required to agree payment of further work as necessary to prepare the replacement SCHEME. This will be discussed with the CLIENT prior to commencement of works.
8. If EBL is made a party to any action instituted by CLIENT against third party or by a third party against CLIENT arising out of or resulting from the occurrence or non-occurrence of any transaction concerning any Premises subject to the consultant's services hereunder, or otherwise, CLIENT shall be at its cost and at EBL's option defend EBL therefrom and further, except to the extent EBL is found separately liable for its sole negligence or willful misconduct, indemnify and hold EBL harmless from any judgment rendered in connection therewith and all cost and expenses (including reasonable attorney's fees) incurred by EBL in connection with such action.

In addition, CLIENT shall reimburse EBL costs, including but not limited to hourly fees for EBL expert, technical or other testimony and related travel, preparation and copying costs, required of EBL by CLIENT or by other third parties in any action instituted by CLIENT or a third party involving EBL services provided hereunder, but not involving EBL as a party to such action. "Third Party" shall include government organisations as well as private parties.

DISBURSEMENTS

The following disbursements apply:

Mileage	65 pence per mile
Subsistence	£110 overnight (or actual cost)
Travel	All other travel at cost
Materials/equipment	At cost plus 10%
Copy charges	10 pence per B&W A4 copy; £2 per colour A4 copy; £5 per colour A3 copy
Fax	£1 per A4 sheet
Reports	£15/25 per copy (depending on size) including covers, binding and bound-up
Literature searches	£120
Tel/fax/copying etc	A single charge of 3.95% of fees may be made to cover the costs of these items

EBL August 2019