

Mr Andrew Ainsworth
Biz Space Ltd
Wilsons Park
Monsall Road
Newton Heath
Manchester
M40 8WN



Our Ref: CW20-286-FQ-003

Your Ref: /

Dear Mr Ainsworth,

26th May 2022

BAT MITIGATION– WILSONS PARK, NEWTON HEATH

Thank you for your invitation to submit a fee proposal in connection with ecological consultancy services to support a planning application for the proposed development at Bizspace Ltd, Wilsons Park, Newton Heath. We welcome this potential opportunity of working with you on this project. We have set out below our proposed Scope of Work and Fee Proposal for your consideration.

Fee Proposal		Sub Total
1	Bat Low Impact Class Licence <i>The site will be registered under a Bat Low Impact Class Licence, by a relevant licenced holder and the relevant forms will be provided to Natural England. The site will be registered under the licence for 3 months to allow the destruction/disturbance of the identified bat roosts and associated bats.</i>	£1250
2	Natural England Licence Review Fee (third party cost)	£130
3	Ecological Supervision Works <i>The licenced ecologist is anticipated to be on site for one day to complete the supervision works of removing the identified bat roosts (additional days may be required). The roost locations will require soft demolition practices, as detailed within the relevant bat method statement. A cherry picker and/or scaffolding, and contractors will need to be provided by the client to complete the work.</i>	£400 per day
4	Two Bat Boxes (third party cost)	£96
TOTAL (EXC VAT)		£1,876 + additional days
Notes: - All reports will be issued to the client in an electronic format. - Any additional work beyond the scope of this fee proposal will be charged in accordance with our standard rates which are £400.00/day or £48.00/hour + VAT + expenses. - Please see our Terms and Conditions attached. Expenses: Any additional meetings would give rise to expenses, which would include travel (charged at £0.55/mile), overnight accommodation, where necessary and reasonable subsistence costs.		

4 Bark Street East
BOLTON BL1 2BQ

01204 263034
07741579594

Olivia.collington@collingtonwinter.co.uk

Please note – 50% payment upfront is required before the work can be undertaken.

SUMMARY

We trust that we have correctly interpreted the scope of work required to support the project and are pleased to have this potential opportunity of working with you on this project. We could schedule in this work immediately should you wish to progress the planning application quickly, should our tender be successful, beginning with the desk-based assessment.

If you have any queries regarding the information contained within this fee proposal, please do not hesitate to contact me directly. Once again thank you for this opportunity and we look forward to hearing from you.

Yours sincerely



Katie Bird MEnvSci, ACIEEM

Principal Ecologist

For and on behalf of Collington Winter Environmental Ltd

EXPENSES:

Please note that expenses will include for reasonable subsistence costs and overnight accommodation where necessary.

Mileage is charged at £0.55 per mile + VAT.

NOTES:

Our Fee Proposals are valid for acceptance for up to 3 months from date of quote. We reserve the right to review and revise the quotation after this time.

Our Fee Proposal is based upon the stated Scope of Services contained within this letter. Any additional works beyond this scope will be charged in accordance with our standard rates which are £400.00/day or £50.00/hour + VAT. Expenses will be charged as an additional cost.

We would propose to issue all information to the client and design team electronically, in advance, to obtain necessary client approvals.

Please note we have only allowed for reasonable printing costs including 'in-house' printing for discussions and informal presentations with the client and design teams. Above expenses do not allow for any printing of hard copies of the reports. Should there be a requirement for printed reports a quotation can be provided.

Should meetings be required in association with liaising with the Local Planning Authority or Design Team/Client other than those identified, we would suggest that this is undertaken on a time and expenses basis in accordance with our standard terms and conditions. Please note that there is no allowance for meetings within the attached Fee Proposal.

Any costs associated for data searches to help inform landscape assessment or proposals will be charged as an additional expense. A review of existing electronic project information will be required to avoid duplication where possible and any fees will be agreed in advance of purchase.

Upon acceptance of this Scope of Work and Fee Proposal, we will confirm when the works are to be completed and respond to client timescales for the production of all landscape related proposals, to help indicate an agreed end to this commission.

We assume any planning applications will be coordinated by others and have made no allowance for this.

We assume that discharge of relevant landscape conditions relating to the formal planning application is not included within our scopes of work at present.

Permission

Our Scope of Work and Fee Proposal assumes free access to all parts of the site for survey. Notice will be given to the client of our intended site survey so that any interested parties can be advised. The Client warrants and undertakes that he has obtained all the necessary certificates, licences, permits, wayleaves and consents required by Statute or any order or regulation made thereunder or by any regulation or by-law of any local authority or statutory undertaker, that are necessary to enable the Consultant, the Consultants' employees, agents, servants or subcontractors, to carry out the works, and will notify the Consultant accordingly.

Access

The Client shall obtain permission for the Consultant, the Consultants' employees, agents, servants or subcontractors, access to the site for the purpose of the investigation and shall bear all expenses and charges and make payments for any special or temporary wayleaves which may be required. The Client shall ensure that the Consultant is able to access the site with a 4 wheel drive road vehicle if necessary and such that safe access for the Consultant, his employees, agents and subcontractors working on foot can be assured.

TERMS & CONDITIONS:

Agreement

These Terms and Conditions of Appointment and the attached Scope of Work and Fee Proposal to the Client together with the Client's written acceptance thereof, shall constitute the contract between the Client and Collington Winter Environmental ("the Agreement").

This Agreement shall apply in preference to and supersede any previous terms and conditions referred to, offered or relied upon by the Client, whether in writing or otherwise.

Definitions

'Client' refers to the person, firm, body corporate, Authority or other body for whose benefit consultancy, analytical or site investigation work is carried out, notwithstanding that the request for the work shall have been received from any agent, servant or contractor acting on behalf of the Client. You, Your - Refers to any client, customer or party purchasing services from Collington Winter Ltd.

'Consultant' means Collington Winter Environmental. We, Us, Our - Refers to Collington Winter Environmental Limited known as Collington Winter.

'Offer' means any communication, written quotation, proposal letter or cost estimate submitted to the Client by the Consultant in response to any inquiry, request for work or invitation to tender.

'Contract' means the contract made between the Client and the Consultant and is formed by written acceptance of the Offer by the Client and governed by these Conditions which shall prevail over any other terms, conditions, warranties or representations contained in any other written or oral intimation or other, express, implied by statute, custom or otherwise. No remedies in respect of any representation or warranty (whether made innocently or negligently) that are not set out in these Conditions, will be available.

Scope of Works means a technical description of the professional services prepared by Collington Winter, which details timescale, site, deliverables and price/rates and any other matters as may be necessary to enable the services to be performed. The Scope of Work will be agreed in writing between the Client and Consultant before the services commence.

Insurances

We hold Professional Indemnity Insurance, Employers Liability Insurance and Public Liability Insurance to. Copies of the certificates are available upon request.

Health & Safety

Prior to commencement of work on site, and thereafter as necessary, the Client shall notify the Consultant of any known existing or potential hazard to the health and safety of the Consultants' employees, agents, servants or subcontractors, or of any known existing or potential hazard to the health and safety of any other site personnel, the general public or environment as a whole which might arise as a result of the Consultant carrying out the work. Should any emergency arise, by whatever cause, whilst the Consultant is carrying out work on site the Consultant reserves the right to contact immediately the appropriate authorities without prior notification to the Client.

Duty of Care

The Consultant shall operate within the terms of their professional institute's code of professional conduct and within the law of the country s/he is working in. As such, the Consultant shall show due care and regard for the environment, the Consultants' employees, agents, servants or subcontractors, their Clients and their colleagues.

Payment Terms

Unless otherwise agreed, payment is due within 21 days of the date of issue on the appropriate invoice.

Should the appointment be delayed for whatever reason for a period of three months or more, or the commission becomes protracted or scope of work increases, we would reserve the right to review the submitted fees. If we feel this is the case, we will ensure the client is made aware of this issue at the earliest possible time.

Payment in full is due within 21 days of each invoice date.

We reserve the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, in addition to which fixed administration fees of £40 are payable.

Unless otherwise arranged by written order, it shall be assumed that the work has been commissioned by the Client who shall be directly responsible for payment. Formal written instruction is required from the Client who shall accept full financial responsibility for the work. In the absence of such written instruction, full financial responsibility for the works shall be accepted by the agent, servant or contractor instructing on behalf of the Client.

Fees are quoted exclusive of Value Added Tax. VAT will be applied at the standard rate on all invoices rendered, as required by legislation.

Copyright & Ownership

The contents of any document, plan, drawing or photograph supplied by the Consultant must not be copied, or altered, in whole or in part without our prior written consent.

Where our reports or other deliverables include material owned by third parties, the Client's use of such materials is strictly subject to any licence terms imposed by the third party.

Copyright in all documents and drawings created by the Consultant or by the Consultants' employees, agents, servants or subcontractors shall remain the property of Collington Winter Ltd until all fees have been paid. We reserve the right to use and reproduce such material for promotional purposes subject to Client approval, such approval not to be unreasonably withheld.

All Professional Material produced by the Consultant, including but not limited to reports, plans, illustrations and photographs remain the property of Collington Winter Ltd until paid for in full.

We reserve the right to make a charge for a Letter of Reliance in connection with this commission, should this be requested by the client at a later date.

Delays

Any short-notice cancellations for which the client is responsible may be subject to an appropriate charge, should accommodation or travel have been pre-booked and paid for in advance. Work that is curtailed by a client or for other reasons beyond the consultant's control, part way through a pre-booked day or cancelled at less than 24 hours notice, will be charged at the full daily rate.

If agreed work dates have to be altered as a result of delays caused by the weather, or by availability of access permission, or by safety issues, or by any other circumstance outside the consultant's control, the next available date will be programmed, taking into account pre-existing bookings. The consultant makes no guarantee that revised work dates can be arranged to meet the original deadlines.