

Paulina Grundsok
Debtal Architecture
72 New Bury Road
Prestwich
Manchester
M25 0JU

20/02/2023

Dear Paulina,

ECOLOGICAL SERVICES – 182 BURNAGE LANE, MANCHESTER

Thank you for your invitation to submit a fee proposal in connection with ecological consultancy services to support the planning application for the proposed works at 182 Burnage Lane, Manchester, M19 1EF. 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 Preliminary Bat Roost Assessment and Report <i>A preliminary survey of the building would be undertaken in line with guidance set out in Collins (2016). The survey would assess the buildings value for roosting bats, and search for signs of bat presence. Full internal and external access will be required including access to the loft void. Please advise if there are any health and safety constraints prior to survey.</i> <i>The survey will search for signs of bat presence, as well as opportunities for bats to roost within crevices and gaps in the building. The building will be assessed as having negligible, low, moderate or high bat roosting potential in accordance with criteria set out in Collins (2016) and reproduced in the Appendix of this fee proposal.</i> <i>If the building is found to have low – high bat roosting potential, further nocturnal bat surveys will be required. In these instances, the further nocturnal surveys would be required prior to planning permission being granted. Nocturnal bat surveys are seasonally constrained to between May – September and would be quoted for under a separate fee proposal.</i> <i>Lack of evidence of bats during the Preliminary Bat Roost Assessment does not confirm absence of the species, and further surveys may be recommended based on potential opportunities within the building for bats to be present. Bats are a reclusive species, with some UK species being able to fit into gaps smaller than a 20 pence piece.</i>	£550+VAT
Total:	£550+VAT

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.

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

Principal Ecologist

For and on behalf of Collington Winter Environmental

Our Agreement With You 20 February 2023

Person with day-to-day responsibility for the matter:	Name: Katie Bird Position: Principal Ecologist Phone: 01204 939608 Email: Katie.Bird@collingtonwinter.co.uk
Client:	Client Name: Paulina Grundsok Client Address: Debtal Architecture, 72 New Bury Road, Prestwich, Manchester, M25 0JU Phone: 01617731630
Summary of Work Required:	• Undertaking ecological surveys of the site. • Preparing ecological reports
General Terms of Service	The provision of ecological surveys and reports is undertaken using best practice guidance as well as surveyor judgement and experience. The reports reflect professional opinion and advice regarding the project. The provision of the report does not guarantee acceptance by the Local Planning Authority, nor does it guarantee the issuing of planning permission for the project. A Preliminary Ecological Appraisal and Preliminary Roost Assessment is an initial walkover of a site looking for potential for protected and notable species to be present, regardless of evidence located on site during the survey. These surveys may recommend further protected species surveys to be undertaken, in line with best practice guidance. In many cases, where further protected species surveys are recommended, these are required to be completed prior to submitting the planning application and will not be conditioned as part of the planning permission. If required, further surveys would be quoted for under a separate fee proposal. Protected species surveys are seasonally constrained, and clients will be advised of this at the time of fee proposal being issued. The seasonal survey window is based on published best practice guidance, and not determined by CWE. If the client wishes to undertake surveys outside of the optimal survey window, this is done at the client's risk, and CWE accept no responsibility if the survey data is not accepted by the Local Planning Authority or Natural England. Access must be provided to the site to facilitate the survey. Full internal and external access of buildings is required. If this is not possible, it will be noted as a constraint in the report and CWE accept no responsibility for this. If access has been arranged, and upon arriving at site surveyors can't gain access – a rescheduling fee of 50% survey fee will be charged.

	Where previous ecological surveys of the site have been undertaken by a different consultancy, and this is to be used as a baseline for further surveys undertaken by CWE, CWE accept no liability for the accuracy or reliability of the data used. CWE can only provide advice based on information provided by the client. If inaccurate or incomplete information is provided, CWE accept no liability for errors or omissions in the report. In the event that a client breaches, or potentially breaches wildlife legislation (i.e., destroying a bat roost without license), CWE have a duty to report this to Natural England and the Police. CWE will always first offer the client the opportunity to self-report, however if this does not occur, CWE will report the offence.
Timetable for Work:	Generally, we will aim to provide reports within 7 – 14 days after the final site survey has been completed, however, this is dependent upon full site details being provided including any site plans, details of proposed development and details of proposed works being provided that are necessary to complete the Summary of Work Required.
Fee Quote:	Please refer to the fee proposal provided. • Prices quoted are a flat fee (other than where specified as a day rate). • Prices quoted are exclusive of VAT. • The fee proposal once accepted will not be altered or discounted.
Assumptions:	It is important for you to appreciate that the information provided above is based on a number of assumptions, including: (1) We have all the relevant information at the outset on each project in order to advise you (2) Full access to the site will be provided to undertake the assessment (3) The site is safe to survey, and any health and safety issues have been highlighted to CWE (4) You understand the scope and limitations of the survey being requested. If any of these key assumptions are incorrect or change over time, we <u>may</u> need to provide you with a revised scope of work, revised timetable and revised fee estimate.
Exclusions:	Despite our efforts to ensure that our role is clear, clients sometimes make incorrect assumptions about what we are and are not going to do for them. To help avoid any such misunderstanding, we bring to your attention the fact that we are <u>not</u> providing you with any advice/service on any of the following as part of this agreement: • Providing any services not addressed in the 'Fee Proposal' provided separately, for which an additional agreement will need to be reached.

Notice of Right to Cancel	As a distance selling agreement, the Client is entitled to cancel this agreement within 14 days without incurring any costs, assuming work has not yet started on the project. In order to cancel the agreement, an email should be sent by the Client intended to be the signatory to this agreement, to olivia.collington@collingtonwinter.co.uk stipulating that the agreement is cancelled. If urgent work is required to be completed within 14 days however, on signature of this section of the agreement the Client confirms that they intend to waive their Notice of Right to Cancel and permits Collington Winter Environmental Ltd to complete work as soon as is possible. It is also agreed that any deposit paid is non-refundable. <u>Statement Confirming Request to Complete Urgent Work</u> I, ..., confirm urgent work is required to be completed in the next 14 days and I waive my right to cancellation. I also confirm that any deposit paid on account of work done/to be completed is non-refundable. Signed: Dated: 20 February 2023
Cancellation	If either party seeks to cancel this Agreement, then the following terms will apply: - Any deposit paid on account will be retained by Collington Winter Environmental Ltd. - If a document has been part or fully prepared, or a data search has already been ordered from the Local Biological Records Centre, the full fee shall be payable as agreed. The Client is entitled to a copy of any drafted document/advice once payment has been made. <u>Cancellation by the Client</u> The client can cancel the agreement at any time, on the basis that they will pay all outstanding charges within 14 days of being invoices (in line with the terms set out above). <u>Cancellation by Collington Winter Environmental Ltd</u> Collington Winter Environmental Ltd will continue to act for a Client unless any of the following apply: - The Client requests that Collington Winter Environmental Ltd perform their duties in a way that conflicts with their professional memberships and the code of conduct; - The Client fails to provide relevant information which is necessary for Collington Winter Environmental Ltd to fulfill their duties; - The Client disagrees with the advice provided by Collington Winter Environmental Ltd, such that Collington Winter Environmental Ltd considers it impacts on their integrity or professional reputation. - The client acts in an unprofessional manner. CWE staff expect to

	be treated with respect. If this does not occur, the contract will be immediately ceased.
Payment:	Payment terms are as follows: 100% payment is required upfront prior to survey. All reports will be issued in Draft format until the final invoice has been paid. Once the final payment has been received, a final version of the report will be issued. All payments should be raised by BACS to the following account: Account Name: Collington Winter Environmental Ltd Bank: ANNA Money Sort Code: 23-11-85 Account Number: 00372159 In the event that payment of an outstanding invoice is not received within the pre-stipulated timescales, Collington Winter Environmental Ltd shall be entitled to provide an amended invoice to the Client including additional charges of: 8% interest above the base rate on the original fee - Additional fixed costs payable as per the Late Payment of Commercial Debts (Interest) Act 1998
Questions:	Your involvement in this process is critical and we encourage you to take an active part in it. If any of the information set out above is not clear or you think it is incorrect, please be sure to raise this or any other questions or concerns you have with us immediately.
Complaints Procedure:	This policy was last updated on 26th September 2022. A complaint should be raised within 1 year of the complained of issue arising. Complaints should be addressed to the Managing Director of Collington Winter Environmental Ltd, Olivia Collington, via any of the below methods. An initial response will be formulated within 14 days to any response received, and a full response to the complaint will be provided within 8 weeks from the date of complaint. Please mark any email/letter with the subject 'Complaint' followed by any reference number/name. By Email: olivia.collington@collingtonwinter.co.uk By Post: Collington Winter Environmental Ltd, 4 Bark Street East, Bolton, BL1 2BQ By Phone: 01204 939608

Declaration:	In signing the document, both Collington Winter Environmental Ltd and the Client confirm they agree as to the terms of instruction. It is also acknowledged that Collington Winter Environmental Ltd are liable for performance of this agreement, and that the signatory Client is liable for payment of the deposit and any future fees/ <u>Collington Winter Environmental Ltd</u> Signed:  Name & Position: Olivia Collington on behalf of Collington Winter Environmental Ltd <u>Client</u> Signed: Name: Position:
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Extracts from Best Practice Guidance

Our Ref: CW20-783-FQ-001

Your Ref: /

Table 4.1 Guidelines for assessing the potential suitability of proposed development sites for bats, based on the presence of habitat features within the landscape, to be applied using professional judgement.

Suitability	Description Roosting habitats	Commuting and foraging habitats
Negligible	Negligible habitat features on site likely to be used by roosting bats.	Negligible habitat features on site likely to be used by commuting or foraging bats.
Low	A structure with one or more potential roost sites that could be used by individual bats opportunistically. However, these potential roost sites do not provide enough space, shelter, protection, appropriate conditions^a and/or suitable surrounding habitat to be used on a regular basis or by larger numbers of bats (i.e. unlikely to be suitable for maternity or hibernation^b). A tree of sufficient size and age to contain PRFs but with none seen from the ground or features seen with only very limited roosting potential.^c	Habitat that could be used by small numbers of commuting bats such as a gappy hedgerow or unvegetated stream, but isolated, i.e. not very well connected to the surrounding landscape by other habitat. Suitable, but isolated habitat that could be used by small numbers of foraging bats such as a lone tree (not in a parkland situation) or a patch of scrub.
Moderate	A structure or tree with one or more potential roost sites that could be used by bats due to their size, shelter, protection, conditions ^a and surrounding habitat but unlikely to support a roost of high conservation status (with respect to roost type only – the assessments in this table are made irrespective of species conservation status, which is established after presence is confirmed).	Continuous habitat connected to the wider landscape that could be used by bats for commuting such as lines of trees and scrub or linked back gardens. Habitat that is connected to the wider landscape that could be used by bats for foraging such as trees, scrub, grassland or water.
High	A structure or tree with one or more potential roost sites that are obviously suitable for use by larger numbers of bats on a more regular basis and potentially for longer periods of time due to their size, shelter, protection, conditions ^a and surrounding habitat.	Continuous, high-quality habitat that is well connected to the wider landscape that is likely to be used regularly by commuting bats such as river valleys, streams, hedgerows, lines of trees and woodland edge. High-quality habitat that is well connected to the wider landscape that is likely to be used regularly by foraging bats such as broadleaved woodland, tree-lined watercourses and grazed parkland. Site is close to and connected to known roosts.

^a For example, in terms of temperature, humidity, height above ground level, light levels or levels of disturbance.

^b Evidence from the Netherlands shows mass swarming events of common pipistrelle bats in the autumn followed by mass hibernation in a diverse range of building types in urban environments (Korsten *et al.*, 2015). This phenomenon requires some research in the UK but ecologists should be aware of the potential for larger numbers of this species to be present during the autumn and winter in large buildings in highly urbanised environments.

^c This system of categorisation aligns with BS 8596:2015 *Surveying for bats in trees and woodland* (BSI, 2015).

Table 7.1 Recommended timings for presence/absence surveys to give confidence in a negative result for structures (also recommended for trees but unlikely to give confidence in a negative result).

Low roost suitability	Moderate roost suitability	High roost suitability
May to August (structures)	May to September ^a with at least one of surveys between May and August ^b	May to September ^a with at least two of surveys between May and August ^b
No further surveys required (trees)		

^a September surveys are both weather- and location-dependent. Conditions may become more unsuitable in these months, particularly in more northerly latitudes, which may reduce the length of the survey season.

^b Multiple survey visits should be spread out to sample as much of the recommended survey period as possible; it is recommended that surveys are spaced at least two weeks apart, preferably more, unless there are specific ecological reasons for the surveys to be closer together (for example, a more accurate count of a maternity colony is required but it is likely that the colony will soon disperse). If there is potential for a maternity colony then consideration should be given to detectability. A survey on 31 August followed by a mid-September survey is unlikely to pick up a maternity colony. An ecologist should use their professional judgement to design the most appropriate survey regime.