

# CHESHIRE ECOLOGICAL SERVICES – STANDARD TERMS & CONDITIONS OF TRADING

*Applicable to all contracts undertaken by Cheshire Ecological Services Limited (CES Ecology)*

## 1. Acceptance

The commissioning of Cheshire Ecological Services Ltd (CES) to carry out work by acceptance by the Client of any tender or quotation supplied or acceptance by CES of any purchase order supplied by the Client includes acceptance of these standard terms of trading.

## 2. Payment

Invoicing will be monthly in arrears on a work done basis. Settlement is strictly nett 30 days. All costs for collection of overdue accounts are chargeable to clients and interest on all overdue accounts will be charged at 12% per annum of any outstanding debt. Quotations are open for acceptance for 60 days or as stated in written proposals. CES reserve the right to collect and remove any goods supplied for which payment has not been received.

## 3. Access

The Client shall be responsible for obtaining all necessary licences, permissions and consents to enable access to site(s) by CES personnel which will be free and unhindered at all times. Should the necessary consents not be obtained, and in consequence CES is unable to obtain access, including during the hours of darkness for work involving nocturnal species, this fact will be noted and reported back to the Client, who will be responsible for any costs involved. Requirements to notify Clients' site staff or their agents in advance of site visits can only be honoured if written instructions are received by CES at the times of commissioning the work. The Client is responsible for arranging access to sites outside of their ownership if this is a prerequisite of any work commissioned of CES.

Clients must ensure that a base map showing complete and accurate site boundaries and means of access is provided at time of commissioning. CES will make a supplementary charge for any additional base maps which have to be obtained.

## 4. Health, Safety and Security

The contract is undertaken by CES on the basis that the Client has disclosed in advance any known potential dangers which would involve any officer, employee or contractor of CES involved with the contract, pertaining to the site or its environs such as, but not limited to, shooting, subsidence, mineshafts and unsafe structures, livestock, polluted waters, chemical toxicity and dangerous substances. The Client shall indemnify CES and its officers, employees and contractors from and against any losses or damage arising by virtue of such non-disclosure.

Where CES are storing equipment, materials or any other apparatus required for the fulfilment of the commission on the Client's property, the Client is to provide adequate security to prevent damage, loss or vandalism.

## 5. Insurance

CES personnel are covered by appropriate public liability and professional indemnity insurance, the policies relating to which may be inspected upon request. CES can accept no liability on behalf of any Client howsoever caused which the Client may suffer or for which the Client may become liable arising out of, or in connection with, any works carried out on behalf of the Client by CES save insofar as the loss, damage, costs or expenses arising as a direct consequence of the negligence of CES or its direct employees.

## 6. Data and Information

CES reserves the right to retain and use any data or information obtained in the course of the contract (other than information disclosed by the Client specifically on a confidential basis) for its own purposes. Data may be passed on to biological record centres unless otherwise instructed in writing prior to work commencing.

## 7. Confidentiality

Unless specifically expressed to be confidential by the Client when providing the relevant information to CES, all information supplied by the Client for the purposes of the contract shall be treated as within the public domain. Where any such information is expressed by the Client to be confidential, CES shall take all practical steps to ensure that the information is communicated only to persons engaged in the preparation and supervision of the contract and those persons treat the information as confidential. The foregoing restrictions shall not apply to any information that is actually in the public domain or becomes so after it has been disclosed by CES. Confidentiality will not apply where legal or other such obligations necessitate the provision and/or dissemination of information, such as, but not limited to: the requirement to submit licence returns in respect of any activities carried out under protected species licences or other such agreements; as a result of any investigation by or enquiry from a licensing body, enforcement agency, etc.

## 8. Copyright & Title

The title of all material produced or developed by CES or its personnel remain the sole property of CES. Copyright to all CES's written or recorded work howsoever held on whatever medium is vested in CES, notwithstanding payment in full of all sums due to CES and or its contractors in respect of it.

## 9. Liability

CES does not accept liability for any loss or damage incurred by the Client as a result of disclosure of information regarding a site unless advised in writing that information is reported as confidential, subject to the exception/s contained in point 6.

## 10. Fees

The fee payable by the Client for the contract covers only the work that CES undertakes to carry out in relation to the contract as stated in the letter from CES to the Client setting out the basis on which the contract is being carried out. In the event of additional work being required by the Client, this will be charged for as an extra item.

## 11. Completion

CES will use its best endeavours to complete the commissioned work by the agreed date. However, it must be clearly understood that ecological work may be subject to the vagaries or extremes of weather, seasonality, disease restrictions, enforced access restrictions, migration and dispersion of species and other factors, including staff availability and legislative changes. Additional costs incurred will be charged to the Client accordingly. Completion is therefore subject to such environmental variables and force majeure which shall include, but not be limited to: flood, lightning or fire; industrial action or lock-outs; the act or omission of government, highways authorities, planning authorities or other competent authority; war, military operations or riot; the act or omission of any party for which CES is not responsible. CES shall not be liable in respect of any breach of contract due to any such or similar cause beyond its reasonable control.

Clients are asked to note that three copies are normally supplied of written reports unless other instructions are received at time of quotation. All additional copies requested will carry an administration charge to cover printing, copying, binding, postage and staff time.

## 12. Allocation of Personnel

CES reserves the right to allocate project managers and other personnel to contracts. Names of staff, qualifications and relevant experience can be provided on request. However, personnel may be changed if circumstances require. The right is also reserved to sub-contract work where additional specialist expertise is needed for the satisfactory completion of a contract.

## 13. Contract Variations

Should it become apparent that during the course of a contract that amendments to instructions are required, CES undertakes to inform Clients in order to agree changes before proceeding. Unless otherwise agreed in advance, charges for any additional work shall be based on the rates given in the original contract quotation. Reduction of fees, resulting from a reduction in the contracted work shall be at the discretion of CES depending upon the commitments of staffing, equipment and other resources already made.

## 14. Cancellation

CES reserves the right to cancel the contract upon notice in writing to the Client before commencement or otherwise due to prejudicial conditions or force majeure. Under such circumstances CES shall be entitled to be paid all outstanding fees.

Any cancellation by the Client during the course of executing the contract or the prevention of access to the site due to any act or omission on the part of the client shall result in the full contract price becoming due immediately.

## 15. Arbitration

In the event of any disagreement between the parties, which cannot be resolved between them, the parties shall have recourse to the Association of Wildlife Trust Consultancies or the Institute of Ecology and Environmental Management as arbiters.

## 16. Variation – Terms & Conditions

No variations to these Terms of Trading shall be accepted by CES unless the same have been agreed in writing by a Director of the Company.

Cheshire Ecological Services Ltd is the consultancy company of the Cheshire Wildlife Trust, to whom all profits are covenanted.

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