



TERMS AND CONDITIONS OF BUSINESS

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OUR AIM

We aim to offer our clients quality professional advice with a personal service. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

OUR COMMITMENT TO YOU AND YOUR COMMITMENT TO US

We will:-

- EXPLAIN to you the professional work which will be required.
- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.
- TRY to avoid using technical language when writing to you.
- DEAL with your queries promptly.

You will:-

- PROVIDE us with clear, timely and accurate instructions.
- PROVIDE all information or documentation required to complete your matter in a timely manner.

OUR HOURS OF BUSINESS

- The normal hours of opening at our offices for routine queries are between 9.00am and 5.00pm on weekdays, other than public or bank holidays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.
- Surveys will frequently be necessarily undertaken outside of these hours. Many surveys are very weather dependent and whilst every effort will be made to deliver contracts on time we cannot be held responsible for any consequent delays.

PEOPLE RESPONSIBLE FOR YOUR WORK

- Estrada Ecology Limited is a company registered in England and Wales with company number 6305254. Reference to 'we', 'us' or 'our' or refers to the company.
- References to 'you', 'yours', 'client' or similar is a reference to you (if an individual), or to the company, partnership or other legal entitle commissioning work by us, and it is assumed that you are doing so in the course of a business or similar, and that you are not a consumer.

CHARGES AND EXPENSES

- A quotation for work will be issued to you on the basis of information you provide. Whilst every effort is made to ensure that the price quoted is comprehensive, if the scope of work changes or you request changes to the work agreed, or is not as originally advised by you, then there may be additional costs if extra work is required to complete the contract. We will advise you where possible if additional costs are likely to be made.
- Our quotations are valid for acceptance for 60 days after which time a new quotation may be required.
- Quotations may be accepted by clients in a written format (including email), or by submission of a purchase order or similar. Where accompanying standard terms and conditions of purchase are submitted (for example with any purchase order or similar) then these are not accepted by us, and the terms and conditions governing the contract will be these terms. Continued instruction by you, acceptance of our survey and otherwise co-operating in fulfilment of the contract will be your confirmation that you accept these terms and conditions to the exclusion of all other terms.
- We may accept verbal instructions by you, by way of acceptance of a quotation and to confirm your acceptance of these terms and conditions and agreement of a legally binding contract between us. We request that where verbal instruction to proceed following issuance of a quotation is accepted by us, that you subsequently confirm this in writing to us.

- All fees quoted are exclusive of VAT which will be separately noted on any quotation issued. Where VAT is not separately noted on any quotation issued by us, then the fees stated in that quotation are deemed to be exclusive of VAT at the applicable rate. At present VAT is 20.0%.

- To our charges may be added expenses such as travelling and subsistence.

PAYMENT ARRANGEMENTS

- Invoices will be raised by us with respect to your work normally as soon as the work has been completed, but in the case of large, complicated or extended contracts, may be issued on an interim basis. We may also ask you to pay some or all of our fees in advance in such circumstances.
- Invoices will be submitted to you electronically unless specifically requested otherwise.
- Payment is due to us within 21 days of our sending you an invoice.
- Interest will be charged on any overdue account on a daily basis at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 (currently 8% over the Bank of England base rate from time to time) from the date of the bill in cases where payment is not made within 14 days of delivery by us of the bill.
- You are responsible for payment of our bills even if someone else has agreed to pay a bill or we have agreed to send a bill to a third party for payment on your behalf.
- Where we are acting on any matter for two or more persons such persons shall be jointly and severally liable to us for payment of our bills. The term "persons" includes bodies corporate, unincorporated associations and partnerships.

COPYRIGHT, INTELLECTUAL PROPERTY & STORAGE OF PAPERS AND DOCUMENTS

- After completing the work or instructions for you, we are entitled to keep all your papers and documents, or withhold any report or survey, while there is money owing to us for our charges and expenses.
- In addition, we will keep records of your matter (on an electronic or paper file) in storage for not less than 6 months. After that, we have the right to destroy your file after such period as we consider reasonable.
- The copyright in all reports produced and provided by us remain our property pending payment of your account in full, whereupon the copyright in such materials will vest in you.
- We provide species data sets to the local Biodiversity Information Centre on an annual basis which will include any records from your survey (species and general location), and may supply to any other professional or interested organisations from time to time, unless you expressly request us not to do so in writing.

TERMINATION

- You may terminate your instructions to us without charge by cancelling in writing at any time after issuance of a quotation by us which has been accepted by you, provided such termination shall be at least 30 days before the anticipated survey or delivery date. If you seek to cancel any contract subject of a contract after this date, then you will be liable to pay our charges up to the full value of your quotation.
- We shall be entitled to stop acting for you and to cancel any contract at any time for any reason. Where we do so, we will refund any moneys paid by you to us on account of an issued quotation but otherwise any such termination shall be without any further liability or charge to you. Such termination may occur if you do not pay any interim bill or comply with a request for a payment on account.

LIMITATION OF LIABILITY

- We carry professional indemnity, public and other insurance. Details of this insurance, including the contact details of our insurer and the territorial coverage of the policy, can be made available on request
- Our insurance shall apply to any claim:-
 - a. by you
 - b. and, if any duties are held to be owed to them, any related or associated individuals companies to you, and any officers, employees or consultants of any of these entities;
 - c. against us (which for the purpose of this clause includes any successor practice), and/or any past, present or future employees of ours.

Any such claim shall be limited to such amount of insurance cover from time to time, and never being more than £1,000,000 per claim, including claimants' costs All claims, whether made by one or more of the parties referred to in subparagraphs (a) and (b) or by a third party, arising from the same act or omission, or from a series of related acts or omissions, shall be regarded as one claim.

- We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence
- Please ask if you would like us to explain any of the terms above



EstradaEcology ltd

Unit 1 Flexspace Dinnington
Nobel Way
Dinnington
Sheffield S25 3QB

Tel: 01909 807177
Mob: 07958 340877
Web: www.estradaecology.co.uk
Email: enquiries@estradaecology.co.uk

ACCURACY OF INFORMATION AND WARRANTIES

- Our personnel are experienced and professional in their approach and work to published Professional Codes of Conduct, but they are working in the natural world which may be subject to rapid changes not under their control. The information that they collect and report to you will be as accurate as possible based upon a range of factors including the availability and adequacy of access to a survey site, the time of the year, the weather and the natural conditions that they face. As such we cannot be held responsible for any changes which occur subsequently at any survey site which may affect or distort the accuracy of information in any report which we produce. Most reports are valid for a maximum period of two years provided no significant changes are made to the property or land use nearby.
- We warrant that the reports produced and supplied by us will be based on information collected using all reasonable care and skill and meeting a professional standard.
- In some cases data sets may be large and in such circumstances personnel will make professional judgements on their analysis and presentation of data.
- It is possible that further survey work might be recommended which would be the subject of additional fees. In this event, in no circumstances can we accept any liability if you proceed without acting upon our advice.
- Ecological reports provide information on a surveyed site as a whole and we cannot be held responsible for the effects that the findings might have on any planning or developments proposed.
- In your matter we will not be offering advice on planning and you should consult an expert in this area as required.

LIMITED COMPANIES

- When we contract with a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of our charges and expenses. If such a request is refused, we will be entitled to terminate any contract and to require immediate payment of our charges.

COMMUNICATION BETWEEN YOU AND US

- Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. If you have queries or concerns, please contact us as soon as possible.
- We will aim to communicate with you by such a method as you may request. We may need to virus check USBs, discs or e-mail. Unless you withdraw consent we will communicate with others when appropriate by e-mail but we cannot be responsible for the security of correspondence and documents sent by post or e-mail.
- Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both, or any of them and that both will be jointly and severally liable for our fees.

COMPLAINTS

- Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. If you have queries or concerns, please contact us as soon as possible so that we can promptly address any queries or concerns.

DATA PROTECTION ACT

- In order to facilitate our communications with you we will seek consent from you to our recording relevant personal information on our records and/or computer system from time to time. We will supply you, at your written request, a copy of any personal data relating to you and the purposes for which it is processed and with details of the source of the data and any potential recipients of the data.
- It may be necessary from time to time to seek a personal search from a credit referencing agency. By signing these terms and conditions you are agreeing to allow this firm to make such a search. If you are signing as a company director you are also providing us with the authority to search from time to time not only details about yourself but also your fellow directors.
- We may contact you by email, telephone, or other electronic messaging. By providing us with your address, telephone numbers or email address you consent to being contacted by those methods for these purposes.
- If you provide us with information concerning another person, eg an employee, you confirm that you have their authority to do so, that you have their consent to the processing of their personal data and that you have informed them of our identity and the purpose for which their personal data will be processed.
- For security, safety, quality control, training and the purpose of accurate record keeping we may monitor or record your communications with or visits to us.

CONFIDENTIALITY

- We may from time to time use external agencies or professionals to provide services. By instructing us you are consenting to us using such companies or individuals as we see fit and sharing information with them.

MEDIA AND PUBLIC RELATIONS

- From time to time it may be in our interest to publicise our activities and involvement in matters and you confirm your consent to allow us to do so.

EQUALITY AND DIVERSITY

- We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy

APPLICABLE LAW

- Any dispute or legal issues arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts

TERMS AND CONDITIONS OF BUSINESS

- Unless otherwise agreed, these Terms and Conditions of Business shall apply to any future instructions given by you to us.
- Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us to keep on our file.
- If your instructions have not been given to us at a face to face meeting you will have the right to cancel those instructions within 8 working days of these Terms and Conditions having been returned to us. You may cancel the agreement during that period by either delivering or posting your written instructions to our principal office or by sending an email to that office. By signing and returning this letter you are agreeing that to avoid any delay we may start work on your behalf straight away and we do not have to wait for the cancellation period to expire. In doing so you will be liable for any costs incurred once work has started. These cancellation rights do not apply if you are a limited company or an individual acting in the course of your business.
- If at any time any one or more of the provisions of these Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

I confirm that I am authorised on behalf of the company, firm or partnership I represent to bind it to such conditions and commit it to payment of fees in accordance with this agreement. I confirm I have read and understood, and I accept, these Terms and Conditions of Business

I withdraw my authority for you to share or disclose any of my information.

Signed

Dated

Name