



Terms of business

1. Definitions

1.1 In these Conditions the following words shall have the following meanings:

(a) "Agreement" means these Conditions, together with the Fee Quote and the Terms of the Quote.

(b) "Greenwillows Associates Ltd", a company incorporated in England and Wales under Company number 5153730 and whose registered office is First Turf Fen Drove, Warboys, Cambs, PE28 2TZ.

(c) "Client" means the person, firm, organisation or company to whom Greenwillows Associates Ltd is to provide Services and whose details are set out in the Fee Quote.

(d) "Services" means the Services to be provided to the Client, which are identified in the Fee Quote.

2. Appointment

2.1 No work will be booked into Greenwillows Associates Ltd programme nor undertaken until the quoted costs and all terms and conditions have been accepted in writing.

3. Greenwillows Associates Ltd.'s obligations

3.1 Greenwillows Associates Ltd will perform the Services set out in the Fee Quote with reasonable care and skill and diligence and show due care and regard for the environment and its Clients.

3.2 Greenwillows Associates Ltd shall act on behalf of the Client as an impartial advisor, investigator or agent in those matters defined in this Agreement.

3.3 Greenwillows Associates Ltd will use reasonable endeavours to meet any performance dates agreed in relation to this contract. However, if agreed work dates have to be altered as a result of delays caused by (but not limited to) timing of the Client's instructions, weather, animal behaviour, availability of access permissions, safety issues, the necessity of follow up surveys or by any other circumstances outside Greenwillows Associates Ltd control, the next available date will be programmed, taking into account pre-existing bookings. Greenwillows Associates Ltd makes no guarantee that revised work dates can be arranged to meet the original deadlines. Any cancellations resulting from such delays will be subject to an appropriate charge.

3.4 This Agreement may be varied with the agreement in writing of the Client and of Greenwillows Associates Ltd. Greenwillows Associates Ltd shall be entitled to fair and reasonable remuneration for the provision of any additional Services agreed with the Client.

4. Client's obligations

4.1 The Client shall make payment in accordance with the Agreement.

4.2 The Client shall cooperate with Greenwillows Associates Ltd in all matters relating to the Services.

4.3 The Client agrees to supply to Greenwillows Associates Ltd without charge all the matters and things necessary for the performance of the Services by Greenwillows Associates Ltd. Where available the Client would be expected to provide a digitised map (with copyright licence) showing the footprint of the site. This should be at a scale of 1:5000. If not available but deemed essential to discharge of the deliverables Greenwillows Associates Ltd will acquire the maps and pass on the costs to the Client.

4.4 The Client shall ensure that Greenwillows Associates Ltd, its employees and subcontractors are provided access to any site if required in order to perform the Services.

4.5 Bat Surveys - For bat surveys, access is required to all loft spaces and other areas as detailed in the quote. If access is not possible to all areas, the assessment may be incomplete, and the local authority may require further surveys to be undertaken. If the consultant has to visit the site a second time because full access was not available on the first visit, an additional charge will be made.

4.6 The Client shall inform Greenwillows Associates Ltd in a timely manner of any known or suspected hazard or risk associated with the carrying out of the Services(s), including, but not limited to, presence of asbestos, presence of other hazardous substances and unstable structures. The client shall inform Greenwillows Associates Ltd in a timely manner of any health and safety rules and regulations, risk assessments, personal protective equipment requirements and any other reasonable security arrangements that apply at the Client's site.

4.7 The Client shall provide any copies of previous ecological surveys undertaken on the site and available to the client. If it is found that such documents, or any other pertinent information, have been withheld without good reason, the consultant reserves the right to terminate the contract without notice and to require payment for any expenses

5. Fees and expenses

5.1 In the absence of any other agreed payment terms, all invoices issued under this Agreement shall be payable in full (without deduction or set-off) within the time period set out in the Terms of Quote.

5.2 Should it be necessary as a condition of any licences to attend inspections of mitigation works by the licensing authority; attendance will be charged at our prevailing hourly rates.

5.3 In line with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), if the Client fails to pay any sum to Greenwillows Associates Ltd on the due date, Greenwillows Associates Ltd may:

(a) charge all legal fees incurred in pursuance of fees owed and interest on such sum from the due date for payment at the rate of 2% above the Bank of England base rate per month, accruing on a monthly basis and being compounded monthly until payment is made; and

(b) suspend all Services until full payment has been made.

5.4 Time for payment shall be of the essence in this Agreement.

5.5 All sums payable to Greenwillows Associates Ltd under this Agreement shall become due immediately on termination of this Agreement (however arising).

6 Intellectual property

6.1 The Client agrees that all intellectual property rights, copyright and all other rights in the deliverables shall vest in Greenwillows Associates Ltd.

6.2 Prior to full payment, Greenwillows Associates Ltd will issue draft copies of reports only. Once all fees are paid in full, Greenwillows Associates Ltd will grant a licence to the Client to copy freely any deliverables, provided that such copies are made exclusively for the purposes for which the work was prepared or compiled.

6.3 Revisions to the survey report, responses to third party review and subsequent requests for changes will be charged at an hourly rate of £65/hour.

6.4 The Client agrees that Greenwillows Associates Ltd shall have the right to publicise the fact that the Client is, or was, a client and to utilise the Client's name and where applicable its corporate logo in publicity materials in this respect. Greenwillows Associates Ltd may also describe in general terms the type of work conducted for the Client.

7 Confidentiality

7.1 Subject to Clause 7.2 and where so requested by the Client, Greenwillows Associates Ltd agrees to hold in strict confidence all information of a confidential nature provided by the Client in connection with the Services, save where such information exists already in the public domain or Greenwillows Associates Ltd is required to disclose such information by law, court order or any governmental or regulatory authority.

7.2 In accordance with industry best practice C.cf BS42020:2013 and Natural England Licensing Conditions, Greenwillows Associates Ltd may provide the details of wildlife records obtained during the performance of the Services to any public biodiversity records centre or other wildlife records centre.



7.3 The Client agrees to keep in strict confidence all technical or commercial know-how, specifications, processes, opinions or initiatives that are of a confidential nature and have been disclosed to the Client by Greenwillows Associates Ltd and any other confidential information concerning Greenwillows Associates Ltd.'s business which the Client may obtain (including information about the Fees).

8 Use of deliverables and third-party materials

8.1 The Client agrees that the deliverables have been prepared as part of the Services for the Client's benefit only and, unless agreed otherwise in writing between the parties, shall not be used by the Client for any other purpose other than that for which they were provided.

8.2 Greenwillows Associates Ltd shall accept no liability to any third party where any such claim relates to the deliverables or unauthorised use of the Client report by the same.

9 Limitation of liability

9.1 Greenwillows Associates Ltd undertakes to exercise reasonable skill and care in performing the Services and shall be liable only for negligent failure in performing the Services.

9.2 To meet standard legislative and local authority requirements, survey reports will normally contain recommendations which will follow industry good practice. These will be based on the professional interpretation of survey results and may also include recommendations in relation to protected species observed on the site other than those for which the survey was commissioned.

9.3 No responsibility will be accepted for any repercussions arising from a client not carrying out recommendations in full.

9.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

9.5 Subject to Clause 9.2, Greenwillows Associates Ltd shall not be liable for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of goods; loss of contract; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.6 Without prejudice to other more restrictive limitations elsewhere in this Agreement, Greenwillows Associates Ltd.'s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with performance, or contemplated performance of this Agreement shall be limited to the Fees or the amount of the loss whichever is the smaller.

9.7 Greenwillows Associates Ltd shall have no liability to the Client under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Greenwillows Associates Ltd or any other party), failure of a utility Services or transport network, act of god, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

9.8 Where relevant, the Client shall not cease payments to the Greenwillows Associates Ltd under this Agreement throughout any period or periods of Force Majeure.

10 Termination

10.1 Without prejudice to any other rights or remedies which Greenwillows Associates Ltd may have under this Agreement, Greenwillows Associates Ltd may terminate this Agreement immediately by Services of notice in writing to the Client in the event:

(a) that the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than [7] days after being notified in writing to make such payment; or

(b) of any material or repeated breach of this Agreement by the Client, which breach in the case of a material breach is not remedied (if capable

of remedy) within 30 days after the Services of a written notice specifying the nature of the breach and the steps required for its remedy; or

(c) that the Client suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

10.2 On termination of this Agreement for any reason:

(a) the Client shall immediately pay to Greenwillows Associates Ltd all unpaid Fees and Expenses notwithstanding that any payment milestones have not been reached;

(b) the Client shall immediately return all of the deliverables and any copies thereof and will no longer have the right to use any of them for any purposes.

11 Variation

11.1 If the Client requests a change to the scope of the Services, Greenwillows Associates Ltd will consider such request but are under no obligation to make the change. Where the parties agree to change the Services in accordance with this Clause, they will do so without invalidating these Conditions or this Agreement. If any changes under this Clause increases or decreases Greenwillows Associates Ltd.'s cost of or time required for the performance of the Services, the fees shall be modified in writing accordingly.

12 Waiver

12.1 The failure or delay by either party to enforce any one or more of the terms in these Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all or any of these Conditions.

13 Severance

13.1 If any Clause of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other Clauses of these Conditions and the remainder of the Clause in question shall not be affected.

14 Entire agreement

14.1 This Agreement constitutes the whole agreement between the parties and supersedes any previous agreements between the parties relating to the subject matter of this Agreement.

15 Assignment

15.1 The Client shall not, without the prior written consent of Greenwillows Associates Ltd, assign any of its rights or obligations under this Agreement.

15.2 Greenwillows Associates Ltd may at any time assign, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

16 Rights of third parties

16.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

17 Governing Laws

17.1 The application of this agreement shall be governed by the laws of the country in which the agreement is implemented. The Client and Greenwillows Associates Ltd shall comply with all relevant legislation including any formal Conditions contained within Licences/Authorities/Permits and/or any other legal documents pertaining to the Services.