



Standard Terms and Conditions for the Provision of Ecological Consultancy Services

Version 3.0

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1.0 Introductions

These Standard Terms and Conditions for the Provision of Ecological Consultancy Services set out the basis upon which Nature's Rest Ecology provides professional ecological consultancy services to its clients. They are intended to ensure clarity, transparency and a mutual understanding of the responsibilities and obligations of both Nature's Rest Ecology and the Client throughout the duration of a commission.

These Terms and Conditions apply to all quotations, fee proposals and commissions undertaken by Nature's Rest Ecology unless otherwise agreed in writing. Acceptance of a quotation, written instruction to proceed, or commencement of the Services shall constitute acceptance of these Terms and Conditions.

Nature's Rest Ecology is committed to providing a professional, reliable and proportionate service in accordance with current legislation, recognised industry guidance and the Chartered Institute of Ecology and Environmental Management (CIEEM) Code of Professional Conduct. Services are delivered with reasonable skill, care and diligence, ensuring that ecological advice is practical, robust and appropriate to the individual requirements of each project.

Clients are encouraged to read these Terms and Conditions carefully before instructing any work. Should any aspect require clarification or amendment, this should be discussed and agreed in writing prior to the commencement of the Services.

1.0 Definitions

These Terms and Conditions govern the provision of all ecological consultancy services undertaken by Nature's Rest Ecology, unless otherwise agreed in writing between Nature's Rest Ecology and the Client. They form part of every quotation, fee proposal and commission accepted by Nature's Rest Ecology and shall apply to all services provided.

For the purposes of these Terms and Conditions, the following definitions shall apply:

- **"Nature's Rest Ecology", "the Consultant", "we", "our" or "us"** means Nature's Rest Ecology and any employee, associate, subcontractor or suitably qualified specialist appointed by Nature's Rest Ecology to undertake services on its behalf.

- **"The Client", "you" or "your"** means the individual, company, organisation, local authority, partnership or other legal entity instructing Nature's Rest Ecology to provide ecological consultancy services.
- **"Services"** means all professional ecological consultancy services provided by Nature's Rest Ecology, including, but not limited to, ecological surveys, Preliminary Ecological Appraisals (PEAs), protected species surveys, Biodiversity Net Gain (BNG) assessments, Habitat Regulations Assessment (HRA) support, Ecological Impact Assessments (EclAs), Ecological Clerk of Works (ECoW) services, habitat condition assessments, habitat management plans, licensing support, planning advice, ecological supervision, reporting, monitoring, training and any other services described within the agreed quotation or proposal.
- **"Quotation"** means the written fee proposal, estimate or quotation issued by Nature's Rest Ecology describing the Services to be provided, associated fees and any project-specific assumptions.
- **"Commission"** means the agreed appointment of Nature's Rest Ecology following written acceptance of a quotation, purchase order or other written instruction from the Client.
- **"Working Day"** means Monday to Friday, excluding weekends and public or bank holidays in England.
- **"Site"** means the land, buildings or location at which the Services are to be undertaken.
- **"Report"** means any written document, drawing, plan, map, GIS data, photograph, calculation, Biodiversity Metric, Habitat Management and Monitoring Plan (HMMP), Landscape and Ecological Management Plan (LEMP), licence application, technical note or other deliverable produced by Nature's Rest Ecology as part of the Services.

Unless the context requires otherwise, words importing the singular shall include the plural and vice versa, and references to legislation, guidance or professional standards shall include any amendments, updates or replacements in force at the time the Services are undertaken.

2.0 Acceptance of Appointment

Nature's Rest Ecology shall not be deemed appointed until written confirmation to proceed has been received from the Client. Written confirmation may take the form of a signed quotation, purchase order, email instruction or other written agreement confirming acceptance of the proposed Services.

Verbal instructions, informal discussions, draft programmes or provisional bookings shall not constitute acceptance of appointment or create any contractual obligation on Nature's Rest Ecology to commence the Services.

Upon receipt of written confirmation, the Client shall be deemed to have accepted these Standard Terms and Conditions for the Provision of Ecological Consultancy Services, together with the relevant quotation or fee proposal, which shall form the basis of the agreement between the parties.

Nature's Rest Ecology reserves the right to decline or defer commencement of the Services until all necessary information, permissions, purchase orders (where applicable) and written instructions have been received. Proposed survey dates and personnel remain subject to availability until the appointment has been confirmed in writing.

3.0 Scope of Services

Nature's Rest Ecology shall provide only those Services specifically described within the accepted quotation, fee proposal or other written agreement. The quoted fee is based upon the scope of works, assumptions and information available at the time the quotation is prepared.

Any request by the Client to undertake additional work, provide further advice, attend additional meetings or site visits, revise reports, respond to comments, prepare additional documentation or otherwise vary the agreed scope of Services shall constitute a variation to the Commission and may be subject to additional fees. Where practicable, Nature's Rest Ecology will notify the Client of any anticipated additional costs and obtain written approval before undertaking work outside the agreed scope. However, where urgent action is reasonably required to avoid project delays, comply with legislation or respond to unforeseen site circumstances, Nature's Rest Ecology may proceed with the additional Services following consultation with the Client, and such work shall be charged in accordance with the agreed fee schedule or an alternative fee agreed in writing.

Any amendments to the scope of Services, programme or deliverables shall be confirmed in writing and shall form part of the contractual agreement between Nature's Rest Ecology and the Client.

4.0 Client Responsibilities

The Client shall provide Nature's Rest Ecology with all information, documentation and instructions reasonably required to undertake the Services. This includes, but is not limited to, site plans, drawings, ecological information, planning documents, utility plans, access arrangements, contact details and any other relevant project information.

The Client warrants that all information supplied is accurate and complete to the best of their knowledge. Nature's Rest Ecology shall be entitled to rely upon information provided by the Client and shall not be liable for any delays, additional costs or inaccuracies arising from incomplete, incorrect or misleading information supplied by the Client or third parties.

The Client shall obtain all necessary permissions for access to the Site before the commencement of the Services, including obtaining permission from landowners, occupiers or other relevant parties where required. The Client shall promptly notify Nature's Rest Ecology of any changes to the proposed development, programme, Site conditions, land ownership, planning status or other circumstances that may affect the agreed Services.

Where delays or additional work arise as a result of the Client failing to provide the required information, permissions or instructions, Nature's Rest Ecology reserves the right to revise the programme, recover any additional costs reasonably incurred and charge for additional time spent in accordance with the agreed fee schedule.

5.0 Access to Site

The Client shall ensure that Nature's Rest Ecology has safe, suitable and unrestricted access to all areas of the Site required to undertake the agreed Services at the agreed date and time. The Client is responsible for

obtaining all necessary permissions from landowners, occupiers or other relevant parties prior to the commencement of the Services.

Where access arrangements require specific instructions, security clearance, permits, keys, gate codes, escorts or site inductions, these shall be communicated to Nature's Rest Ecology in advance of the agreed Site visit.

Should access to the Site, or any part of it, be unavailable, restricted or delayed due to circumstances beyond the reasonable control of Nature's Rest Ecology, including but not limited to restricted land access, contractor activities, livestock, unsafe working conditions, adverse ground conditions, flooding, vegetation management, locked gates or failure to obtain the necessary permissions, Nature's Rest Ecology reserves the right to reschedule the Services and recover any reasonable costs incurred.

Time spent travelling to the Site, waiting for access, attending site inductions or making repeat visits resulting from access restrictions may be charged in accordance with the agreed fee schedule. Where access restrictions prevent the agreed Services from being undertaken after attendance on Site, the booked fee for the visit may remain payable.

6.0 Health, Safety and Welfare

The Client shall ensure that Nature's Rest Ecology is provided with all relevant site-specific health and safety information reasonably required to undertake the Services safely. This shall include, where applicable, site risk assessments, construction phase information, known hazards, emergency procedures, welfare arrangements, biosecurity requirements, asbestos or contamination information, utility plans, and any other information necessary to comply with applicable health and safety legislation.

Where required, the Client shall arrange appropriate site inductions, permits to work, security clearances and access authorisations prior to the commencement of the Services.

Nature's Rest Ecology will comply with all reasonable site health and safety procedures, provided these have been communicated in advance or during the site induction. The Client shall ensure that suitable welfare facilities are available where required by law or site-specific arrangements.

Nature's Rest Ecology reserves the right to suspend or cease work and leave the Site immediately where, in its reasonable professional opinion, conditions present an unacceptable risk to health, safety or welfare, or where the necessary information, inductions or safety measures have not been provided. Any delay, suspension or repeat visit arising from such circumstances may be chargeable in accordance with the agreed fee schedule. The Client shall remain responsible for the management of site safety and the actions of contractors and other third parties on the Site throughout the duration of the Services.

6.1 Biosecurity

Nature's Rest Ecology is committed to implementing appropriate biosecurity measures to minimise the risk of spreading invasive non-native species, plant and animal diseases, pests and pathogens between Sites. All

reasonable precautions will be taken in accordance with current industry guidance and recognised best practice.

The Client shall notify Nature's Rest Ecology in advance of any known or suspected biosecurity risks associated with the Site. This includes, but is not limited to, the presence of invasive non-native species, plant or tree diseases (such as *Phytophthora* spp. or Ash Dieback), livestock disease restrictions, contaminated land, waterborne pathogens, or any other biosecurity controls that may affect the Services.

Where specific biosecurity procedures are required by the Client, landowner or regulatory authority, these shall be communicated prior to the commencement of the Services. Nature's Rest Ecology will make reasonable endeavours to comply with such requirements, provided they are practical, proportionate and do not compromise health and safety or the quality of the Services.

Where additional time, specialist equipment, cleaning, disinfection, disposal procedures or repeat visits are required to comply with site-specific biosecurity requirements, Nature's Rest Ecology reserves the right to recover any reasonable additional costs incurred in accordance with the agreed fee schedule.

Nature's Rest Ecology reserves the right to refuse access to, suspend or postpone the Services where biosecurity risks cannot be adequately managed or where appropriate control measures have not been implemented.

7.0 Programme and Timing of Works

Any dates provided by Nature's Rest Ecology are estimates only and are subject to availability, suitable survey conditions and the receipt of written instruction from the Client. Proposed survey dates shall remain provisional until the appointment has been confirmed in writing.

Nature's Rest Ecology will use reasonable endeavours to undertake the Services within the agreed programme. However, the timing of ecological surveys is often dependent upon seasonal constraints, weather conditions, species activity, site conditions, access arrangements and other factors beyond the reasonable control of Nature's Rest Ecology.

The Client acknowledges that ecological survey windows are defined by current legislation and recognised industry guidance. Where surveys cannot be completed within the appropriate survey season or under suitable conditions, Nature's Rest Ecology shall not be responsible for any resulting project delays and may recommend that surveys are postponed until the next appropriate survey period.

Where changes to the Client's programme, development proposals or Site conditions require surveys to be repeated, updated or rescheduled, any additional work shall be treated as a variation to the agreed Services and may incur additional fees.

Nature's Rest Ecology shall not be liable for delays arising from circumstances beyond its reasonable control, including adverse weather, restricted Site access, contractor delays, regulatory requirements, statutory

consultee responses, illness or other unforeseen events. Where such delays occur, Nature's Rest Ecology will work with the Client to agree revised timescales wherever reasonably practicable.

8.0 Survey Limitations and Seasonal Constraints

Nature's Rest Ecology will undertake all ecological surveys and assessments with reasonable skill, care and diligence in accordance with current legislation, recognised industry guidance and best practice applicable at the time the Services are provided, including guidance published by the Chartered Institute of Ecology and Environmental Management (CIEEM), Natural England and other relevant statutory or professional bodies where appropriate.

The Client acknowledges that ecological surveys are inherently subject to limitations, including seasonal constraints, weather conditions, species behaviour, habitat accessibility, survey timing and the detectability of species. Consequently, ecological surveys cannot guarantee the presence or absence of any species or habitat feature, and survey findings represent professional opinions based on the information available at the time of the survey.

Reports, plans, assessments and other deliverables produced by Nature's Rest Ecology describe the ecological conditions observed during the survey period only. Changes to habitat condition, land management, development proposals, legislation, planning policy, survey guidance or the passage of time may affect the validity of survey findings and recommendations.

Where surveys cannot be undertaken within the appropriate survey season or under suitable environmental conditions, Nature's Rest Ecology will advise the Client accordingly and may recommend that surveys are postponed, repeated or updated. Any additional surveys required as a result of programme delays, changes to the Site or the expiry of survey data shall constitute additional Services and may be subject to additional fees. Nature's Rest Ecology shall not be liable for delays, additional costs or project implications arising where ecological surveys are constrained by seasonal restrictions, unsuitable survey conditions or changes to legislation, policy or recognised best practice.

9.0 Weather Conditions

Many ecological surveys are dependent upon suitable weather and environmental conditions to ensure that they meet recognised survey standards and produce reliable results. Nature's Rest Ecology shall determine, using reasonable professional judgement and current industry guidance, whether conditions are appropriate for the agreed Services to proceed.

Where adverse weather or environmental conditions, including but not limited to heavy rain, strong winds, extreme temperatures, flooding, prolonged drought or poor visibility, are likely to compromise survey quality or prevent compliance with recognised guidance, Nature's Rest Ecology reserves the right to postpone, suspend or terminate the survey and rearrange the Services for the earliest mutually convenient opportunity.

Where Nature's Rest Ecology has travelled to the Site or commenced the Services prior to determining that conditions are unsuitable, all time spent travelling, attendance on Site, mileage, accommodation (where

applicable) and any other reasonable costs incurred shall remain chargeable in accordance with the agreed fee schedule.

Nature's Rest Ecology shall not be liable for any delays to the project programme resulting from unsuitable weather conditions or the need to postpone surveys in order to comply with legislation, recognised guidance or professional best practice.

The final decision as to whether weather conditions are suitable for undertaking ecological surveys shall rest with Nature's Rest Ecology, acting in accordance with recognised professional guidance and the CIEEM Code of Professional Conduct.

10.0 Variations to the Scope of Services

Following acceptance of the appointment, any request by the Client to amend the agreed scope of Services, programme, deliverables, development proposals or other project requirements shall constitute a variation to the Commission.

Where a variation results in additional work, changes to the project programme, repeat surveys, additional site visits, revised reports, meetings, consultation responses or any other services beyond those included within the original quotation, Nature's Rest Ecology reserves the right to revise the agreed fees, programme and deliverables accordingly.

Nature's Rest Ecology will endeavour to notify the Client of any anticipated changes to fees or timescales before undertaking the additional work. Where reasonably practicable, written approval will be sought prior to proceeding. However, where immediate action is required to avoid unnecessary project delays or to respond to statutory consultees, planning authorities or unforeseen site circumstances, Nature's Rest Ecology may proceed with the additional Services following consultation with the Client. Such work shall be charged in accordance with the agreed fee schedule or any alternative rates agreed in writing.

Any agreed variation shall be confirmed in writing and shall form part of the contractual agreement between Nature's Rest Ecology and the Client.

11.0 Fees and Charges

Professional fees shall be as set out in the accepted quotation, fee proposal or other written agreement between Nature's Rest Ecology and the Client. Unless otherwise stated, all fees are exclusive of VAT (where applicable) and any additional expenses identified within the quotation.

The quoted fee is based upon the agreed scope of Services, project assumptions and information available at the time the quotation is prepared. Should the scope of Services change, additional information become available or unforeseen circumstances arise that require additional work, Nature's Rest Ecology reserves the right to revise its fees in accordance with these Terms and Conditions.

Where Services are undertaken on an hourly or daily basis, charges shall be applied in accordance with the current standard fee schedule or any alternative rates agreed in writing as part of the Commission.

Reasonable expenses incurred in delivering the Services, including travel time, mileage, accommodation, subsistence, parking, tolls, specialist equipment, permit fees and any third-party costs, may be charged where specified within the quotation or where reasonably incurred in delivering the Services.

Any amendments to the agreed fees shall be confirmed in writing and agreed by both parties before taking effect, unless additional work is undertaken in accordance with Clause 11 (Variations to the Services) or is reasonably necessary to respond to unforeseen site conditions, statutory requirements or changes to the Client's instructions.

The standard fee schedule is set out in the table below. Project-specific quotations shall take precedence over the standard rates where different rates have been agreed in writing.

The following standard rates apply to the Services provided by Nature's Rest Ecology unless otherwise stated within an individual quotation or agreed in writing prior to commencement of the Services.

| Service | Unit | Standard Rate |
|----------------------------------|-------------|---------------|
| Principal Ecologist | Per hour | £50.00 |
| Ecological Clerk of Works (ECoW) | Per day | £500.00 |
| Travel Time | Per hour | £50.00 |
| Mileage | Per mile | £0.50 |
| Accommodation | As incurred | At cost |
| Subsistence | As incurred | At cost |

Notes

- All fees are quoted in Pounds Sterling (£) and are exclusive of VAT where applicable.
- Travel time is charged at the standard hourly rate unless otherwise agreed in writing.
- Mileage is charged from Nature's Rest Ecology's office to the project location and return, unless otherwise agreed.
- Accommodation and subsistence will only be charged where reasonably required to undertake the Services and will be recharged at cost.
- Parking charges, tolls, congestion charges, ferry costs, permit fees and other reasonable project-related expenses may be charged in addition to the rates shown above where applicable.
- Any specialist equipment, laboratory analysis, subcontractor costs, licence fees or third-party expenses required to deliver the Services will be identified within the quotation wherever reasonably practicable or agreed with the Client before they are incurred.
- Alternative rates may be agreed for long-term commissions, framework agreements, repeat Clients, emergency call-outs, out-of-hours working, weekend or Bank Holiday working, or other project-specific requirements. Where agreed, these rates will be clearly stated within the individual quotation and shall take precedence over the standard rates contained within this section.

11.1 Cancellation, Postponement and Stand-Down Charges

Nature's Rest Ecology allocates staff, resources and survey windows specifically for each commission. Ecological surveys and Ecological Clerk of Works (ECoW) attendance are often constrained by seasonal requirements, species activity periods and project programmes, meaning that cancelled or postponed appointments cannot always be reallocated at short notice.

The following charges are intended to recover reasonable costs associated with cancellations, postponements and stand-downs where Nature's Rest Ecology has committed time and resources to a commission. They reflect the loss of working time, travel, administration and other costs incurred as a result of changes to the agreed programme.

These charges apply unless alternative arrangements have been agreed in writing as part of the individual quotation or appointment.

| Notice Period | Charge |
|---------------------------|--------------------|
| More than 10 working days | No charge |
| 5–10 working days | 25% of booked fee |
| 2–5 working days | 50% of booked fee |
| Less than 48 hours | 100% of booked fee |

Nature's Rest Ecology reserves the right to waive or reduce these charges at its sole discretion where reasonable notice has been provided or where exceptional circumstances apply. However, the application of any waiver on one occasion shall not constitute a precedent for future commissions.

12.0 Travel, Mileage and Subsistence

Where the provision of the Services requires travel, the Client shall be responsible for the reasonable travel and associated expenses incurred by Nature's Rest Ecology, unless otherwise agreed in writing.

Travel time shall be charged at the prevailing hourly rate set out in the table in section 11.1 or at the rate specified within the accepted quotation. Mileage shall be charged at £0.50 per mile, calculated from Nature's Rest Ecology's office to the Site and return, unless otherwise agreed.

Where overnight stays are reasonably required to deliver the Services efficiently or safely, the cost of accommodation and reasonable subsistence shall be recharged to the Client at cost. Where practicable, Nature's Rest Ecology will advise the Client in advance where such costs are anticipated.

Additional reasonable project-related expenses, including but not limited to parking charges, tolls, congestion charges, ferry crossings, public transport, permits and other necessary travel costs, may also be charged where incurred in connection with the Services.

Where project-specific travel arrangements or alternative charging rates have been agreed as part of the accepted quotation, those arrangements shall take precedence over this clause.

13.0 Ecological Clerk of Works (ECoW) Attendance

Where Nature's Rest Ecology is instructed to provide Ecological Clerk of Works (ECoW) services, the agreed attendance period shall be reserved exclusively for the Client and will not be made available for other commissions.

The Client shall ensure that the relevant works are ready to proceed upon the agreed attendance date and time, and that all necessary access, permits, inductions and contractor arrangements have been completed before the commencement of the Services.

Where Nature's Rest Ecology is unable to undertake the agreed Services due to delays, stand-downs, programme changes or circumstances outside its reasonable control, including but not limited to contractor delays, incomplete site preparation, inaccessible work areas, utility conflicts, unsuitable site conditions or changes to the construction programme, the booked attendance shall remain chargeable in accordance with the agreed fee schedule and the provisions of section 11.1.

Where additional attendance is required as a result of programme changes or repeat visits, these shall be treated as additional Services and charged in accordance with the agreed quotation or the standard fee schedule set out in section 11.0.

Nature's Rest Ecology will make reasonable efforts to accommodate changes to the construction programme where sufficient notice is provided. However, revised attendance dates remain subject to availability and cannot be guaranteed.

Nature's Rest Ecology shall not be responsible for delays to construction activities where ecological attendance cannot be rescheduled due to limited availability or ecological survey constraints.

14.0 Cancellations, Postponements and Stand Downs

The Client shall provide as much notice as reasonably practicable where it is necessary to cancel, postpone or amend any agreed Services. Nature's Rest Ecology will make reasonable efforts to accommodate changes to the programme; however, all revised dates remain subject to availability.

Where Services are cancelled, postponed or the ecologist is stood down after an appointment has been confirmed, Nature's Rest Ecology reserves the right to recover reasonable costs associated with the reserved time, resources and any expenses already incurred. This includes, but is not limited to, staff time, travel, accommodation, administration and other project-related costs.

Where Nature's Rest Ecology has commenced travel to the Site, arrived on Site, or reserved time exclusively for the Client, the booked attendance may remain chargeable even if the Services cannot proceed due to circumstances beyond the reasonable control of Nature's Rest Ecology, including contractor delays, incomplete site preparation, programme changes, restricted access or client instruction.

The applicable charges for cancellations, postponements and stand-downs are set out in Section 11.1, which forms part of these Terms and Conditions.

Nature's Rest Ecology reserves the right, at its sole discretion, to waive or reduce cancellation charges where sufficient notice has been provided or where exceptional circumstances apply. Any such waiver shall not constitute a precedent for future commissions.

15.0 Waiting Time and Delays

Nature's Rest Ecology acknowledges that construction and development programmes may occasionally be subject to unforeseen delays. However, where such delays affect the delivery of the agreed Services, the Client shall remain responsible for the reasonable costs associated with the reserved attendance.

Time spent waiting on Site due to circumstances outside the reasonable control of Nature's Rest Ecology, including but not limited to contractor delays, site inductions, permit delays, restricted access, utility conflicts, plant or machinery breakdown, incomplete site preparation, client instruction or other project-related delays, shall be chargeable in accordance with the agreed fee schedule.

Where delays prevent Nature's Rest Ecology from undertaking alternative work during the reserved attendance period, Nature's Rest Ecology reserves the right to charge the full booked attendance fee, together with any reasonable travel, accommodation and other project-related expenses incurred.

Where delays require additional attendance, repeat visits or changes to the agreed programme, such work shall constitute additional Services and may be charged in accordance with the accepted quotation or the standard fee schedule.

Nature's Rest Ecology will make reasonable efforts to minimise disruption and work collaboratively with the Client to accommodate revised programmes where practicable; however, revised attendance dates shall remain subject to availability.

16.0 Purchase Orders

Where the Client requires a Purchase Order, requisition number or other internal financial approval reference, this should be provided to Nature's Rest Ecology prior to commencement of the Services.

The Client shall be responsible for ensuring that any internal procurement, finance or approval processes are completed in sufficient time to allow the Services to proceed as agreed. Delays in issuing a Purchase Order may result in delays to the programme and may affect the availability of Nature's Rest Ecology.

Failure by the Client to provide a Purchase Order, or any delay in issuing a Purchase Order, shall not remove or reduce the Client's obligation to pay for Services that have been instructed, commenced or completed. Where Services have been instructed in writing, the Client shall remain liable for payment in accordance with the accepted quotation, fee proposal and these Terms and Conditions, regardless of whether a Purchase Order has been issued.

17.0 Invoicing and Payment

Nature's Rest Ecology will issue invoices upon completion of the Services, at agreed project milestones, or at monthly intervals for ongoing commissions, unless otherwise agreed in writing.

Unless otherwise stated within the accepted quotation or fee proposal, all invoices are payable within **30 calendar days** of the invoice date.

The Client shall ensure that all invoices are processed promptly in accordance with their internal financial procedures. Any queries relating to an invoice must be raised in writing within **seven (7) calendar days** of the invoice date. The undisputed portion of any invoice shall remain payable within the agreed payment period. Payment shall be made by electronic bank transfer using the details provided on the invoice, unless an alternative payment method has been agreed in writing.

Failure by the Client to provide a Purchase Order, complete internal approval processes or comply with internal payment procedures shall not affect the Client's obligation to pay invoices within the agreed payment terms. Nature's Rest Ecology reserves the right to require staged payments, advance payments or payment upon completion for certain commissions where this has been agreed as part of the quotation or fee proposal.

18.0 Late Payment

Nature's Rest Ecology reserves the right to charge statutory interest and recover compensation on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended by the Late Payment of Commercial Debts Regulations 2002 and 2013, or any subsequent legislation replacing or amending those provisions.

Interest may be charged on overdue amounts from the date payment becomes due until payment is received in full. Nature's Rest Ecology also reserves the right to recover any reasonable costs incurred in obtaining payment of overdue invoices where permitted by law.

Acceptance of late payment on one or more occasions shall not constitute a waiver of Nature's Rest Ecology's rights under these Terms and Conditions or under applicable legislation.

Nature's Rest Ecology reserves the right to suspend current Services, withhold reports or other project deliverables, decline further instructions and recover any reasonable costs arising from delayed payment until all outstanding invoices have been settled in full.

19.0 Suspension of Services

Nature's Rest Ecology reserves the right to suspend or withhold the provision of any Services where invoices remain unpaid beyond the agreed payment terms, or where the Client is otherwise in breach of these Terms and Conditions.

Where Services are suspended due to non-payment, Nature's Rest Ecology shall not be liable for any resulting delays to the Client's project, including delays to planning applications, construction programmes, ecological surveys, protected species licensing, statutory consultations or compliance with planning conditions.

Services shall not recommence until all outstanding invoices, together with any applicable interest or charges, have been paid in full, unless otherwise agreed in writing.

Where suspension of the Services results in additional work, repeat surveys, updated reports, remobilisation, revised programmes or additional Site visits, Nature's Rest Ecology reserves the right to recover any reasonable additional costs incurred and revise the agreed programme and fees accordingly.

Nature's Rest Ecology also reserves the right to decline future instructions from any Client with a history of persistent late payment or non-payment.

20.0 Professional Standards

Nature's Rest Ecology shall undertake all Services with reasonable skill, care and diligence, exercising the standard of care and professional judgement expected of a suitably qualified and experienced ecological consultant.

Services shall be undertaken in accordance with all applicable legislation, recognised industry guidance and current best practice in force at the time the Services are provided. This includes, where relevant, guidance published by the Chartered Institute of Ecology and Environmental Management (CIEEM), Natural England, the Joint Nature Conservation Committee (JNCC), Defra and other statutory or professional bodies.

Nature's Rest Ecology is committed to maintaining the highest professional standards and shall carry out all Services in accordance with the CIEEM Code of Professional Conduct, together with any applicable Codes of Practice, technical guidance and ethical obligations relevant to the Services being provided.

Where legislation, policy, guidance or recognised best practice changes following completion of the Services, Nature's Rest Ecology shall not be responsible for updating previously issued reports or recommendations unless specifically instructed to do so under a separate commission.

Nothing in these Terms and Conditions shall require Nature's Rest Ecology to undertake work that would be contrary to legislation, recognised professional guidance or the CIEEM Code of Professional Conduct.

21.0 Survey Data and Report Validity

All reports, survey data, plans, assessments and recommendations produced by Nature's Rest Ecology are based on the information available, site conditions observed and guidance in force at the time the Services are undertaken.

Ecological reports represent a professional assessment of the Site at the time of survey and/or reporting. They should not be treated as a permanent record of ecological conditions, as habitats, species presence, site management, development proposals, legislation, planning policy and recognised guidance may change over time.

Where there has been a material change in site conditions, project design, land management, legislation, planning policy or survey guidance, updated surveys, revised assessments or additional ecological advice may be required.

Nature's Rest Ecology shall not be responsible for any reliance placed on reports, survey data or recommendations after they have become outdated, or where circumstances have changed since the date of issue. Any review, update or reissue of reports shall be treated as additional Services unless otherwise agreed in writing.

22.0 Intellectual Property and Copyright

Unless otherwise agreed in writing, all copyright, intellectual property rights and other proprietary rights in all reports, drawings, plans, maps, photographs, GIS data, survey data, calculations, Biodiversity Metric calculations, management plans, licence applications, technical notes, templates and any other documents or materials produced by Nature's Rest Ecology shall remain the property of Nature's Rest Ecology.

Upon payment in full of all fees due, the Client is granted a non-exclusive, non-transferable licence to use the documents and deliverables solely for the specific project and purpose for which they were prepared. No report or other document may be copied, reproduced, altered, distributed, assigned, reused on another site or relied upon for any other project without the prior written consent of Nature's Rest Ecology.

Nature's Rest Ecology reserves the right to retain copies of all project documentation for its professional records and to refer to completed projects in marketing materials, case studies or professional submissions, provided that no confidential or commercially sensitive information is disclosed without the Client's prior consent.

The Client shall not remove, alter or obscure any copyright notices, branding or acknowledgements contained within documents prepared by Nature's Rest Ecology.

23.0 Confidentiality

Nature's Rest Ecology shall treat all information provided by the Client as confidential and shall not disclose such information to any third party without the Client's prior written consent, except where disclosure is required by law, regulation, court order, professional obligation or the requirements of a statutory authority.

The Client shall likewise treat as confidential any reports, data, methodologies, fee proposals, commercial information and other documents provided by Nature's Rest Ecology that are not already in the public domain, and shall not disclose or distribute such information to third parties without the prior written consent of Nature's Rest Ecology, except where required for the purposes of the commissioned project or by law.

This clause shall not apply to information that:

- is or subsequently becomes publicly available through no fault of either party;
- was lawfully in the receiving party's possession before disclosure;
- is lawfully obtained from an independent third party without restriction; or
- must be disclosed to comply with legal, regulatory or professional obligations.

The obligations of confidentiality contained within this clause shall survive the completion or termination of the Commission.

24.0 Data Protection

Nature's Rest Ecology is committed to protecting the privacy and security of personal data and shall process all personal information in accordance with the **UK General Data Protection Regulation (UK GDPR)**, the **Data Protection Act 2018**, and any other applicable data protection legislation in force from time to time. Personal data supplied by the Client will be processed only to the extent necessary to administer the Commission, deliver the agreed Services, comply with legal and professional obligations, process payments, maintain business records and communicate in relation to the project.

Where it is necessary to share personal data with third parties, including professional advisers, subcontractors, statutory bodies or regulatory authorities, Nature's Rest Ecology will do so only where there is a lawful basis for the disclosure and only to the extent necessary for the delivery of the Services or to comply with legal obligations.

Nature's Rest Ecology will take reasonable technical and organisational measures to safeguard personal data against unauthorised access, loss, misuse or disclosure. Personal data will be retained only for as long as necessary to fulfil the purposes for which it was collected or to comply with legal, regulatory and professional record-keeping requirements.

Further information regarding the collection, use and retention of personal data is available in the Nature's Rest Ecology Privacy Notice, which forms a separate document and is available on request or via the Nature's Rest Ecology website.

25.0 Insurance

Nature's Rest Ecology shall maintain appropriate insurance cover for the Services provided, including Professional Indemnity Insurance and Public Liability Insurance, with reputable insurers and at levels considered appropriate for the nature and scale of the Services undertaken.

Evidence of current insurance cover may be provided to the Client upon reasonable written request, subject to any confidentiality obligations imposed by the insurer.

The Client shall remain responsible for maintaining appropriate insurance in relation to the Site, the development, construction activities, contractors and any other risks associated with the project that fall outside the professional services provided by Nature's Rest Ecology.

Nothing in these Terms and Conditions shall be construed as extending the liability of Nature's Rest Ecology beyond the limits, terms or exclusions of its applicable insurance policies.

26.0 Limitation of Liability

Nature's Rest Ecology shall perform the Services with reasonable skill, care and diligence in accordance with applicable legislation, recognised industry guidance and the CIEEM Code of Professional Conduct.

To the fullest extent permitted by law, the total liability of Nature's Rest Ecology arising out of or in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the lesser of:

- the total fees paid by the Client for the relevant Commission; or
- the limit of Professional Indemnity Insurance maintained by Nature's Rest Ecology at the time the claim arises, unless otherwise agreed in writing.

Nature's Rest Ecology shall not be liable for any indirect or consequential loss, loss of profit, loss of business, loss of opportunity, delay, or any losses arising from the acts or omissions of third parties, contractors, statutory bodies, planning authorities or the Client.

Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited under English law.

27.0 Reliance by Third Parties

All reports, drawings, plans, assessments, survey data and other deliverables prepared by Nature's Rest Ecology are produced solely for the benefit of the named Client and for the specific project and purpose described within the accepted quotation or commission.

No responsibility or duty of care is accepted to any third party, and no third party shall be entitled to rely upon any report, advice or other deliverable prepared by Nature's Rest Ecology without the Consultant's prior written consent.

Where written consent is granted for reliance by a third party, Nature's Rest Ecology reserves the right to impose reasonable conditions, including the execution of a reliance agreement, payment of an additional fee, or the completion of updated surveys or assessments where circumstances, legislation or guidance have changed since the original report was prepared.

The Client shall not provide, reproduce or distribute reports or other deliverables for the purpose of third-party reliance without the prior written consent of Nature's Rest Ecology, except where disclosure is necessary for the purposes of the commissioned project, including submission to planning authorities, statutory consultees, regulators, funding bodies or other members of the project team.

28.0 Force Majeure

Neither Nature's Rest Ecology nor the Client shall be liable for any failure or delay in performing their respective obligations under these Terms and Conditions where such failure or delay arises from events beyond their reasonable control.

Such events may include, but are not limited to, acts of God, extreme or prolonged adverse weather, flooding, wildfire, storms, disease outbreaks, pandemics, industrial disputes, acts of terrorism, civil unrest, war, government action or restrictions, changes in legislation, failures of utility services, transport disruption, or any other event that could not reasonably have been foreseen or avoided.

Where a Force Majeure event affects the provision of the Services, Nature's Rest Ecology shall notify the Client as soon as reasonably practicable, and the parties shall work together in good faith to agree revised timescales where appropriate.

Nature's Rest Ecology shall not be liable for any loss, cost or delay arising directly from a Force Majeure event. Where work has already been undertaken, or costs have been reasonably incurred before the occurrence of the Force Majeure event, Nature's Rest Ecology shall remain entitled to payment for the Services completed and reimbursement of any reasonable expenses incurred.

29.0 Termination

Either party may terminate the Commission at any time by giving written notice to the other party. Upon termination, the Client shall remain liable for payment of all Services undertaken up to the date of termination, together with any work in progress, committed costs, non-refundable expenses, sub-contractor charges and any other reasonable costs incurred by Nature's Rest Ecology in connection with the Commission.

Where the Commission is terminated after survey dates, Ecological Clerk of Works attendance or other resources have been reserved, any applicable cancellation, postponement or stand-down charges set out in **Section 11.1** shall also remain payable.

Termination of the Commission shall not affect any rights, obligations or liabilities that have accrued prior to the date of termination, including the Client's obligation to pay outstanding invoices and the continued operation of those provisions relating to payment, confidentiality, intellectual property, limitation of liability and governing law. Nature's Rest Ecology reserves the right to terminate the Commission immediately where the Client commits a material breach of these Terms and Conditions, fails to make payment in accordance with the agreed terms, requires work to be undertaken contrary to applicable legislation or recognised professional guidance, or

otherwise places Nature's Rest Ecology in a position where it cannot continue to provide the Services in accordance with its professional or legal obligations.

30.0 Complaints

Nature's Rest Ecology is committed to providing a high standard of professional service. If the Client is dissatisfied with any aspect of the Services provided, they should notify Nature's Rest Ecology as soon as reasonably practicable.

All complaints should be submitted in writing, setting out the nature of the complaint together with any relevant supporting information. Nature's Rest Ecology will acknowledge receipt of the complaint promptly and will investigate the matter fairly, impartially and without undue delay.

Nature's Rest Ecology will endeavour to provide a written response setting out the findings of the investigation and any proposed resolution within **15 working days** of receipt of the complaint. Where this is not reasonably practicable, the Client will be informed of the reason for the delay and provided with an estimated timescale for a full response.

The parties agree to make reasonable efforts to resolve any complaint through discussion and negotiation before commencing formal legal proceedings.

Nothing in this clause affects either party's legal rights or remedies under applicable law.

31.0 Governing Law

These Terms and Conditions, together with any quotation, appointment or agreement for the provision of Services by Nature's Rest Ecology, shall be governed by and construed in accordance with the laws of England and Wales.

The parties shall use reasonable endeavours to resolve any dispute amicably through discussion and negotiation before commencing formal legal proceedings.

Subject to the above, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute, claim or matter arising out of or in connection with these Terms and Conditions or the Services provided by Nature's Rest Ecology.