



CONDITIONS OF ENGAGEMENT AND CONTRACT

- The scope, nature and requirement of the work will be agreed in writing between the client and Calumma Ecological Services prior to commencement of work.
- Invoices will be rendered monthly or on completion of each stage of work, unless otherwise agreed by Calumma Ecological Services.
- Calumma Ecological Services requires written confirmation that estimates have been accepted (including full invoicing details) before work commences.
- Payment will be expected within 30 days of invoice date. Where payment is unduly delayed, Calumma Ecological Services reserves the right to charge interest on overdue invoices rendered at 8% above the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act, 1998.
- Landowner access permissions must be obtained by the client before commencement of fieldwork by Calumma Ecological Services. Please be aware that delays in obtaining access permissions may delay fieldwork.
- Consultancy services provided by Calumma Ecological Services are bound by the Institute of Ecology and Environmental Management's Code of Professional Conduct (www.ieem.org.uk).
- All herpetofauna survey work will follow the most appropriate, recently published guidelines.
- Great crested newt survey work is undertaken under a licence issued by the appropriate statutory conservation organisation (i.e. Natural England, Countryside Council for Wales or Scottish Natural Heritage). It is a condition of this licence that details of all survey work are submitted to the statutory conservation organisation annually.
- Reptile survey work may require the use of cover objects, comprising 0.5 m² corrugated tin, roofing felt, carpet tile and similar materials. Cover objects will be distributed around the survey area and could be hazardous to farm machinery and livestock. Land owners/managers must be notified of the deployment of cover objects by the client. If such deployment is likely to be a problem, the client must inform Calumma Ecological Services before the onset of survey work so that an acceptable workaround can be found.
- Where mitigation advice is provided this will work towards the Herpetofauna Groups of Britain and Ireland (1998) 'Best Practice Guidelines' and English Nature (2001) 'Great Crested Newt Mitigation Guidelines' as appropriate.
- Calumma Ecological Services will make every effort to meet the start date and programme for the work, but cannot accept any responsibility for delays or consequential costs however caused unless such delay or costs arise as a result of the failure of Calumma Ecological Services to exercise reasonable skill, care and diligence.
- If Calumma Ecological Services considers that work conditions are dangerous and the health and safety of fieldworkers are compromised, Calumma Ecological Services reserves the right to suspend work.
- Calumma Ecological Services grants the client unrestricted licence to use supplied information for activities associated with the specified project. Such information may not be resold and/or used in conjunction with other projects without prior agreement with Calumma Ecological Services. Copyright of all information generated by Calumma Ecological Services remains with Dr Lee Brady.
- Observations of living organisms made by personnel working on behalf of Calumma Ecological Services will be submitted as records to the county records centre (or other nominated individual/organisation) no earlier than one year after such information is supplied to the client. Observations that the client considers to be sensitive must be identified by the client and reported to Calumma Ecological Services in writing.