



Keepmoat Homes Ltd
Unit D1,
Orchard Place,
Nottingham Business Park,
Nottingham
NG8 6PX

For the attention of Rob Hannan

Dear Sirs,

RE: WHEM, Coventry IB2 and 1C3 – Pre-commencement Surveys

Report Addendum

Our report 'Pre-commencement Surveys' dated 26th July 2018, relates to pre-cautionary pre-commencement surveys of the two sites (1B2 and 1C3), to determine the presence/likely absence of protected/notable species within those sites that may potentially be impacted during the construction phase of the development.

It is understood that the changes to the proposed developments relate to changes to the layout of the development and housing types (1C3) and housing types (1B2). Neither change to the proposals extends beyond the site footprints on which our surveys were based. Nor are the amendments to the proposals likely to result in changes to the potential ecological impacts arising from the development, on areas beyond the site, considered in our report.

Consequently, we can confirm that no changes are required to the above report.

Yours faithfully,

Ian Stephens
Project Ecologist
for and behalf of WYG
ian.stephens@wyg.com

Victoria Thomas
Associate Ecologist



Terms of Appointment for Environment Consultancy Services

1 General

- 1.1 These Terms of Appointment and the attached fee letter (the "Fee Letter") shall constitute the entire contract between the Client and WYG Environment Planning Transport Limited (the "Contract").
- 1.2 This Contract shall apply in preference to and supersede any previous terms and conditions referred to, offered or relied upon by the client, whether in writing or otherwise.
- 1.3 This Contract shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the non-exclusive jurisdiction of the English courts.

2 Definitions

- 2.1 The following definitions shall apply to this Contract:
 - "Additional Services" means any services undertaken by the Consultant beyond the Services.
 - "Client" means the organisation identified as the client in the Fee Letter.
 - "Consultant" means WYG Environment Planning Transport Ltd.
 - "Fees" means the fees for the performance of the Services and Additional Services if any.
 - "Individual" means any employee or member of the Consultant, including any officer or director of a company.
 - "Insolvency" means either party becoming bankrupt, going into liquidation (either voluntary or compulsory unless as part of a bona fide scheme of reconstruction or amalgamation), being dissolved, compounding with his creditors or having a receiver or administrative receiver or administrator appointed of the whole or any part of his assets or any analogous event.
 - "Services" means the normal services described in the Fee Letter.
 - "Site" means the site stipulated as such on the Fee Letter subject to clarification at the start of the Services.

3 Obligations of the Consultant

- 3.1 The Consultant shall exercise reasonable skill, care and diligence in the performance of the services.
- 3.2 Subject always to conditions beyond his reasonable control the Consultant shall use reasonable endeavours to perform the services in accordance with the programme agreed between the Consultant and the Client and any subsequent programmes agreed between the Consultant and the Client.
- 3.3 The Consultant may with the prior written approval of the Client sub-contract the performance of any of the services to a sub-consultant. The Consultant shall be responsible for the performance and the payment of any such sub-consultant.

4 Obligations of the Client

- 4.1 The Client shall use his reasonable endeavours to provide to the Consultant without charge and in such time so as not to delay or disrupt the performance of the services by the Consultant all necessary and relevant data and information in the possession of the Client, his agents, servants, other consultants or contractors and give such assistance and make such decisions as shall reasonably be required by the Consultant in the performance of the services and the Consultant shall be entitled to rely on such data, information, assistance and decisions. The Consultant shall be entitled to rely on the accuracy of such data and information and shall not be responsible for such data and information or liable for defects or omissions from it.
- 4.2 The Client shall provide the Consultant with such access to the Site and any facilities as may be reasonably required by the Consultant for the purposes of performing the services.
- 4.3 The Client acknowledges that the Consultant does not warrant that planning permission and other approvals from third parties will be granted at all, or in accordance with any anticipated time-scale.

5 Payment

- 5.1 Payment by the Client to the Consultant for the performance of the services shall comprise the Fees and expenses as set out in the Fee Letter.
- 5.2 The Consultant shall send an invoice to the Client monthly (or such other period stated in the Fee Letter) in arrears for each instalment of the Fees and other sums payable under this Contract. Each invoice shall specify the sum which the Consultant considers will become due on the due date and the basis on which that sum is calculated. Payment due to the Consultant under this Contract shall become due on submission of the Consultant's invoice (the "due date"). Unless another date is stated in the Fee Letter, the final date for payment shall be 28 days thereafter (the "final date for payment"). Interest shall be calculated in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 5.3 The Consultant's invoice under clause 5.2 shall be the payment notice for the purposes of Section 110 A(1) of the Housing Grants, Construction and Regeneration Act 1996 as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009.
- 5.4 On or before the final date for payment the Client shall pay to the Consultant either (i) the sum stated as due in the Consultant's invoice issued under clause 5.2 (the "Notified Sum") or (ii) the sum that the Client considers to be due as specified in a pay less notice issued pursuant to clause 5.5.
- 5.5 Not later than seven days before the final date for payment, the Client may give the Consultant a notice that it intends to pay less than the Notified Sum (a "pay less notice"). Any pay less notice shall specify the sum which the Client considers to be due to the Consultant on the date the notice is served and the basis on which that sum is calculated. Where a pay less notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated in the pay less notice.
- 5.6 All Fees are exclusive of Value Added Tax, the amount of which, at the rate and in the manner prescribed by law, shall be paid by the Client to the Consultant unless agreed otherwise.

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6 Additional Payment

6.1 If the Consultant has to carry out Additional Services and/or suffers delay or disruption in the performance of the services for reasons beyond the Consultant's control the Client shall make an additional payment to the Consultant in respect of the Additional Services carried out and the additional resources employed.

6.2 The additional payment shall be made in accordance with clause 5. The Consultant shall where practicable and if so requested by the Client give an initial estimate of the additional payment likely to be incurred.

7 Limitation of Liability

7.1 Notwithstanding anything to the contrary contained elsewhere in this Contract, and without prejudice to clause 7.2, the total aggregate liability of the Consultant under or in connection with this Contract whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed the lesser sum of either (i) ten times the Fees or (ii) £1,000,000 (one million pounds).

7.2 The Consultant's liability in respect of asbestos, pollution or contamination whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) is excluded.

7.3 Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs the liability of the Consultant if any for any loss or damage ('the loss and damage') under this Contract shall not exceed such sum as it would be just and equitable for the Consultant to pay having regard to the extent of his responsibility for the loss or damage and on the assumptions that:

7.3.1 All other consultants, contractors, sub-contractors, project managers and advisers engaged in connection with the project for which the services are supplied have provided contractual undertakings to the Client on terms no less onerous than those set out in clause 3.1 above;

7.3.2 There are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between the Client and any other party referred to in this clause 7.3 and any such other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage; and

7.3.3 All the parties referred to in this clause 7.3 have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

7.4 No action or proceedings under or in respect of this Contract, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise shall be commenced against the Consultant after the expiry of 6 years after the completion of the services or the termination of this Contract if earlier.

7.5 The Client agrees not to pursue any claims in contract, tort or in negligence or for breach of statutory duties or otherwise against any Individual as a result of carrying out its obligations under or in connection with this Contract at any time whether named expressly in this agreement or not.

7.6 A failure by the Consultant to fulfill its obligations under this Contract shall not be considered to be a breach of this Contract insofar as such failure arises due to any event beyond the Consultant's reasonable control.

8 Insurance

8.1 The Consultant shall maintain public liability and professional indemnity insurance sufficient to cover the Consultant's liabilities for each and every claim, (save for claims in relation to pollution, contamination, asbestos and date recognition, for which such insurance shall have a limit of indemnity of such sum in the aggregate) under this Contract and for the period of six years after completion of the services or the termination of this Contract if earlier, provided always that such insurance is available at commercially reasonable rates.

9 Contracts (Rights of Third Parties) Act 1999

9.1 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

10 Copyright, Licence and Publicity

10.1 The copyright in all design, reports, bills of quantities, calculations and other documents provided by the Consultant in connection with the services shall remain vested in the Consultant, but the Client shall have a licence to use all completed drawings and other documents issued to the Client, other consultants or contractors for the purpose of the services. In the event of the Client being in default of payment of any Fees or other amounts due to the Consultant under this Contract, the Consultant may revoke the licence herein granted on seven days' written notice to the Client. The Consultant shall not be liable for the use by any person of any such drawings or documents for any purpose other than that for which the same were prepared by or on behalf of the Consultant.

11 Termination and suspension

11.1 In the event of a material breach of this Contract by either party or in the event of the Insolvency of one of the parties the party who is not in breach or is not insolvent may terminate this Contract upon not less than two weeks' written notice to the other party.

11.2 Upon such termination the Client shall pay the Consultant all monies accrued due to the Consultant up to the date of such termination following submission of the Consultant's invoice therefore and the provisions of clause 5 of this Contract shall then apply to such payment.

11.3 Termination of the Consultant's appointment under this Contract shall not prejudice or affect the accrued rights or claims of either party.

12 Assignment

12.1 Neither party may assign or transfer any benefit or obligation under this Contract without the prior written consent of the other party.



13

Non-Solicitation

13.1

Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the services or in the receipt of the services at any time during the period in which the services are performed by the Consultant or for a further period of 12 months after the termination of this Contract, other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

WYG Environment Planning Transport Ltd

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