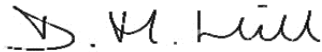


**TEWKESBURY TOWN COUNCIL  
BUILDINGS & MOORINGS COMMITTEE  
WEDNESDAY 1<sup>ST</sup> DECEMBER 2021**

To: Councillors C Danter (Chairman), H Bowman, K Brennan, P Devine, R. Gurney, K. Powell, S. Raywood

You are hereby summoned to an extraordinary meeting of the Buildings & Moorings Committee to be held in the Town Hall, High Street, Tewkesbury, Wednesday 1<sup>st</sup> December at 6.00pm in the Court Room

**Members of the public and press are welcome to attend.**



Debbie Hill  
Town Clerk  
25<sup>th</sup> November 2021

**AGENDA**

1. Receive apologies for absence
2. Receive declarations of interests
3. Receive dispensations
4. Receive correspondence relating to the Buildings & Moorings Committee
5. Public Participation *(to provide members of the public/press with the opportunity to comment on items on the agenda or raise items for future consideration. In accordance with Standing Orders this will not exceed 12 minutes in total and 3 minutes per person.)*
6. Agree the preferred specialist to undertake painting repairs to the damaged portrait in the Council Chamber
7. Agree to purchase 10 rectangular tables and 4 café style tables for the Town Hall
8. Review of grant funding and expenditure to date on Watson Hall improvements
9. Agree to replace lighting in the main hall, under the balcony and the front of the stage at the Watson Hall in order to satisfy the remaining C2 concern identified in the electrical installation inspection report
10. Agree expenditure related to additional specialist reports at Priors Court
11. Receive updates on the following ongoing matters:
  - i. Town Hall: Health & Safety inspection of pictures and hangings in the Council Chamber, lighting in the Town Hall garden & Anglo American Garden of Remembrance, installation of CCTV, improvements to heating in the Town Hall

- ii. 64 Barton Street: Historic England funding, loft insulation, roof water leak, damaged ceiling, fire alarm system
- iii. Moorings: repairs at Back of Avon, flood proof posts and fencing at St Mary's Road, ANT lease

**12.** Agree working group to review the work programme

**13.** Consider whether future Moorings working group meetings are required at this point in time



DATE  
08 Apr 2021

Jen King

PREPARED BY  
Beth Hodges  
beth@fineart-restoration.co.uk

QUOTATION NUMBER  
QU-5369

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## OUR RECOMMENDATIONS

### Oil Painting on Canvas

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Description	Amount
Oil Painting on Canvas Framed 1.0m by 0.9m	
Our recommendations for the restoration are as follows:	
<ul style="list-style-type: none"><li>• Removal of existing varnish</li><li>• Full clean to remove dirt, contaminants and surface discolouration</li><li>• Thread-by-thread repair to tear damage, with bonding</li><li>• Restore lost paintwork with sympathetic matching of pigments</li><li>• Revive original paintwork</li><li>• Application of conditioning treatment</li><li>• Re-varnish using conservation grade, non-yellowing varnish for even finish and for protection going forward</li></ul>	£2,280.00
It would take approximately six to eight weeks for completion.	
Frame of Oil Painting	
Our recommendations are to carefully clean it to remove dirt and contaminants. Remould and securely adhere decorative losses. Patinate remoulded detailing to age in with the rest of the frame. Finish by gently buffing it with our mix of gold leaf and wax to bring the finish up nicely.	£660.00
It would take approximately six to eight weeks for completion.	
Collection and Delivery Service Our driver, Leo, will securely pack and transport your artwork to and from our studio on a convenient working day. The cost is based on the address being located in mainland UK.	£90.00
All artwork is covered by our goods in transit insurance up to £50,000. Further coverage is available upon request.	
Subtotal	£3,030.00



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## OUR RECOMMENDATIONS

### Oil Painting on Canvas

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Description		Amount
	Total VAT 20%	£606.00
<b>TERMS AND CONDITIONS</b> Please click here for our full <a href="#">terms and conditions</a>	<b>TOTAL</b>	<b>£3,636.00</b>

VALENTINE WALSH ACR FIIC FSA

REPORT ON THE DAMAGE TO  
A PORTRAIT OF JOHN MARTIN  
BY  
ARTHUR WILLIAM DEVIS  
FOR  
TREWKSURY TOWN HALL  
AND ESTIMATE FOR ITS CONSERVATION  
JULY 2021



TREWYN HOUSE, TREWYN, MONMOUTHSHIRE NP7 7PG

+44 7836 213 1119

[VALENTINE@VALENTINEWALSH.CO.UK](mailto:VALENTINE@VALENTINEWALSH.CO.UK)

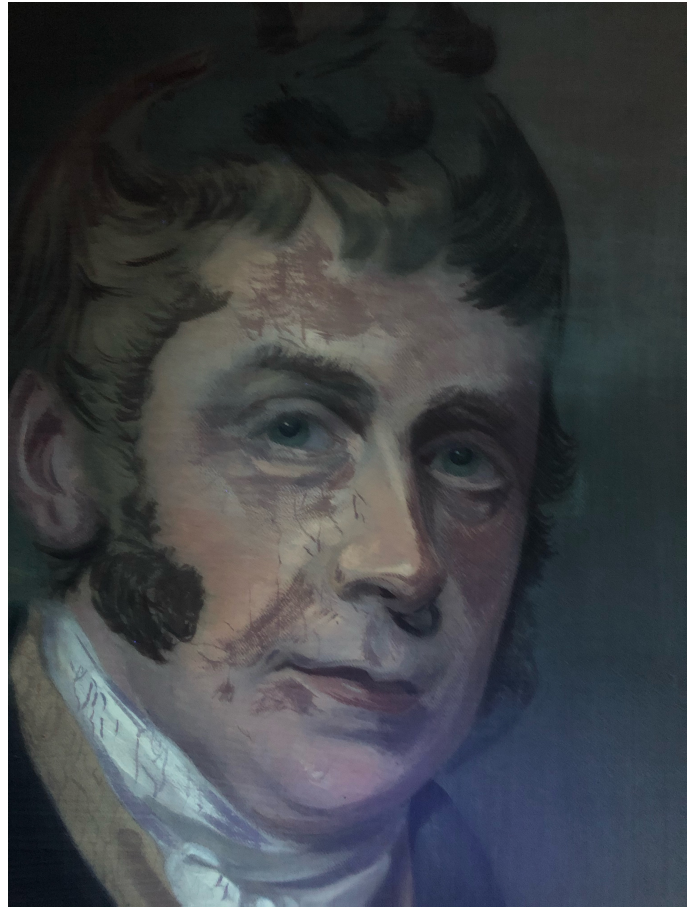


JOHN MARTIN  
ARTHUR WILLIAM DEVIS  
OIL ON CANVAS  
75 X 62 CMS

CONDITION

The painting has been wax lined and cleaned and restored in the past. There appears to be extensive retouching which has overpainted the original in part. This can be seen in the photos below with the ultraviolet image beside them. (Old restoration shows as black/dark in UV light). It is not possible to know the extent of the damage that this old restoration is covering without carrying out tests in the studio.







The painting has fallen off the wall and has a tear through the original canvas and lining canvas although the 'dry back' has not been torn. The tear is complex and about 10 x 5 cms in area. There is some paint loss and the varnish has cracked and scratched. The canvas has distorted considerably

The stretcher is in good condition however there are wedges missing.



PROPOSED TREATMENT

The painting should be removed from the stretcher and the dry back and wax lining removed. The tear should be brought into plane and the canvas re-lined onto a new canvas using Lascaux 375 as the adhesive and then replaced onto the stretcher. Missing wedges would also be replaced and fixed in. In order to carry out this treatment the varnish should be removed and this would probably also necessitate removal of the previous restoration.

Any loss around the tear would be filled. The painting would then be retouched as necessary in the area of the tear and also re-restoring any damages uncovered in the removal of varnish and overpaint. The painting would be re-varnished.

COST OF TREATMENT

The re-lining of the painting £1300.00

Cleaning and restoration

This is complicated by not being able to see the extent of any damage underneath the overpaint and for this reason a broad estimate is given £800-2000

The cost does not include transport to and from the studio near Abergavenny and insurance will be based on the value of the painting should you require me to insure it.

VAT is not applicable

Please see my terms and conditions attached.

FRAME

I recommend that the frame should go to Anthea Renshaw for a quote for the conservation of the frame. You should also ask for the painting to be given a backing board as part of the re-framing.

<https://www.anthearensaw.com>

Valentine Walsh  
July 2021

## TERMS AND CONDITIONS

### 1 Parties to the agreement

This agreement is made between the Conservator and Client whose respective details appear overleaf.

Where the Client is not an individual the Client hereby warrants that the authorised signatory whose details appear in the Contract ("the Authorised Signatory") has the Client's full authority in all aspects in relation to this agreement.

Each of these terms and conditions apply as between the Conservator and the Client except as specified in the Contract or otherwise agreed in writing signed by the Conservator and the Client (or Authorised Signatory). This agreement is binding on the parties hereto, their heirs, executors, administrators, successors and assigns.

### 2 Description of Item

The Conservator will have no responsibility for the accuracy of the description of the Item provided in the Contract. The Conservator shall describe the condition of the item and the Client shall indicate agreement to both the description and condition by signing the contract.

### 3 Documentation

The Conservator retains the copyright in all reports, drawings, photographs or other forms of documentation made under or in relation to the Contract. Such reports, drawings or photographs may not be reproduced in whole or in part without the Conservator's written consent which may or may not be given on such terms as the Conservator thinks fit or declined with or without reason. The Client acknowledges that any report prepared by Valentine Walsh is a conservation report and not a curatorial or artistic opinion as to the nature, quality or authenticity of the object(s).

### 4 Agreed Work

The Conservator shall describe the work to be carried out in clause 4 of the contract and the Client shall agree this by signing the Contract. The Conservator shall perform the agreed work set out in clause 4 of the Contract in accordance with any further specification of the Conservator which is accepted by the Client and appended to this agreement. By accepting these Terms and Conditions, the Client hereby warrants to the Conservator that the Client is the legal owner of the Item or has all necessary rights, licences and permission to authorise the Conservator to carry out the agreed work, and that the item is free of all liens, charges and encumbrances of any nature. The Client shall indemnify and hold the Conservator harmless against all costs, claims liabilities and expenses incurred by the Conservator in connection with any claim by any third party that the Client was not entitled to permit the agreed work to be carried out.

The Conservator shall use all reasonable care and diligence in carrying out the agreed work. If any process is to be applied by the Conservator in accordance with a specification submitted by the Client, the Client shall indemnify the Conservator against all loss, damages, costs, claims and expenses suffered or incurred by the Conservator in connection with or paid or agreed by the Conservator in settlement of any claim of any nature by the Client or any third party arising out of or connected with the said process. The Conservator reserves the right to refuse requests contrary to ECCO professional guidelines.

The Client hereby acknowledges that the Item is subject to natural variations and deteriorations of colour, quality, markings and other visible and non-visible attributes. The Client hereby agrees and acknowledges that such variations and deteriorations are innate to the Item and shall not form the basis for the Client to reject all or part of the Item nor give rise to any claim by the Client against the Conservator.

The Client hereby acknowledges that the need for further work may arise during the undertaking of the agreed work. The Conservator agrees to notify the Client of any such need for further work and any necessary changes to the specification and consequential change to the cost shall be agreed by the Conservator and the Client in writing before additional work is begun.

### 5 Time

On receipt of the signed Contract the Conservator will schedule the agreed work and notify the Client of the planned completion date. Any dates or periods of time quoted in the Contract or in relation to the carrying out or completion of any work, or the making of any report or specification are estimates only and the time of completion shall not be the essence of the Contract. The Conservator will endeavour to complete the agreed work within the estimated time but the Conservator shall not be liable for any loss or damage resulting from any failure by the Conservator to perform any obligations by any date, or within any period of time, quoted in the Contract.

### 6 Cost

The estimated cost is indicative only and is not a fixed quotation unless previously agreed with the Client.

The estimated cost shall be open for acceptance by the Client for a period of two calendar months from the date on which it is given. Where any such estimate is not accepted within two calendar months, the Conservator reserves the right to give a revised estimate, which shall be open for acceptance by the Client for a further period of two calendar months.

The Client agrees to pay the Conservator the cost of the work to be carried out, the cost of documentation and any additional costs, as specified in the Contract, in accordance with the payment terms below.

The Conservator reserves the right to revise the estimated cost in accordance with any agreed changes to the specification.

The Conservator reserves the right to require a deposit prior to beginning the agreed work dependent on the scale of the work and anticipated associated costs.

All estimates given are exclusive of VAT which shall be payable at the applicable rate.

### 7 Additional costs

The Client agrees to pay the Conservator, in accordance with the payment terms below, all out of pocket costs reasonably and necessarily incurred by the Conservator in carrying out the work specified in the Contract, such expenses to include (but not be limited to) the cost of estimates, materials, equipment hire, travel, carriage, research, technical analysis, visits, photographs and consultation. The client shall be notified in writing where any such costs are likely to exceed the amount specified in the Contract.

### 8 Completion

The Conservator shall notify the Client of completion of the work by the manner specified in the Contract. It is the Client's responsibility to notify the Conservator of a change of telephone/ email/address.

### 9 Terms of payment

Payment is due from the Client upon completion of the work. The conservator retains the right not to return the artwork until payment is made. If any invoice is not paid within seven days the invoice total shall bear compound interest at the rate of 3% above the base lending rate determined by the Bank of England in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debt Regulations 2002, such interest being payable from the invoice due date until the date of receipt of cleared funds by the Conservator.

The Conservator reserves the right to cease work on the Item for which payment of any interim invoice remains outstanding for more than 5 working days from the date of invoice. The Conservator reserve the right to retain possession of the Item until all the invoices which relate to the Item have been paid in full. The Conservator's entitlement to charge a storage charge is set out below.

### 10 Collection and Storage

The Item shall be collected by the Client (or the Authorised Signatory) from the Conservator's premises within one calendar month of notification of completion. If not so collected or not accepted. The Conservator shall be entitled to charge the storage charge specified in the Contract, such storage charge being payable from the date of notification of completion until the date of collection. If the Item is not collected within six months of the date of notification of completion then title to the Item shall pass to the Conservator who shall be entitled to dispose of the object without any liability whatsoever to the owner

### 11 Cancellation

Where the Contract is cancelled by the Client prior to completion of the work specified in the Contract, the Client shall be liable to pay to the Conservator the cost of any documentation and work already carried out and any additional costs already incurred by the Conservator.

The Conservator will not accept any liability for any damages, costs, claims and expenses which result from incomplete conservation treatment following cancellation or non payment of money due from the Client.

### 12 Risk

The Client remains responsible for the risk of damage to or loss of the Item whilst in the Conservator's custody including but not limited to fire, theft and any other accident.

The Client hereby agrees that the Client will take all necessary steps to insure the Item whilst it is in the custody, care and control of the Conservator. The Conservator will have no responsibility to insure the Item unless specifically requested to do so by the Client in writing at least 14 days prior to the Item being delivered to the Conservator and specifically accepted on that basis in writing by the Conservator in which case the Client shall be liable for the payment to the Conservator of all premiums necessary to effect such insurance on or prior to delivery. The Conservator may at any time refuse to accept the Client's instructions to insure the Item in which case the responsibility to insure will revert to the Client. Valentine Walsh shall be named as an insured party in the insurance contract and shall be entitled to a copy thereof.

The Client is responsible for arranging transit of the Item to and from the Conservator's premises unless otherwise agreed in writing. The Client is responsible for the insurance of the Item whilst in transit.

### 13 Liabilities

The Conservator is excluded from all liability to the Client except for professional liability involving the willful neglect or default of the Conservator, his servants or agents. The Conservator's liability shall not exceed the cost of the work as specified in the Contract. Under no circumstances shall the Conservator be liable for any loss of profit or any indirect or consequential loss or damage. This clause shall not exclude the Conservator's liability for any death or personal injury caused by the Conservator. The Client agrees and accepts that the Conservator is only prepared to undertake the agreed work on this basis and that such limitation of liability is fair and reasonable in all the circumstances.

### 14 Third parties and Consultants

Where the Conservator recommends to the Client any work to be carried out whether such recommendation is made in a report or otherwise, the Conservator is excluded from all liability to the Client in relation to any such work being carried out if and insofar as the Client engages a person other than the Conservator to carry out such work. The Client understands that it may be necessary for some of the treatment or examination to be made by consultants and facilities from time to time used by Valentine Walsh but not under her control, and consent is hereby given to the use of such outside consultants and facilities by Valentine Walsh at her sole discretion. The Client indemnifies and saves harmless Valentine Walsh, her servants, agents and consultants from and against all claims, demands, losses, costs, debts, damages, actions, suits or other proceedings in respect of any scientific examination, sample, removal or expression of opinion in respect to or about such object(s).

### 15 Variation

No alteration or variation to these terms and conditions or to the Contract shall be binding unless such alteration or variation is in writing and signed by the Conservator and the Client (or the Authorised Signatory).

### 16 Arbitration

Any dispute or difference arising out of or in connection with this Contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

### 17 Governing Law

This Contract shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

<b>Watson Hall Doors and Floors</b>	<b>Actual</b>	<b>Estimated</b>
<b>Expenditure</b>		
Dormakaba Doors	20,958.66	£20,958.66
Securitas door closer work	5,710.16	£5,710.12
Second set new estimate	<b>£1,382.16</b>	n/a
Flooring	5,357.52	£3,500.00
<b>Total Exp</b>	<b>32,026.34</b>	<b>30,168.78</b>
<b>Income</b>		
DFG Grant	23,612.00	£23,612.00
Town Council contribution	5,000.00	£5,000.00
<b>Total inc</b>	<b>28,612.00</b>	<b>28,612.00</b>
Overspend to date	<b>3,414.34</b>	
Optional building work for side entrance	3,432.00	n/a



# Gloucestershire Electrical Services Ltd

96 Cherry Orchard , Northway  
Tewkesbury, Gloucestershire, GL20 8PJ  
United Kingdom

Website [www.gloselectrical.co.uk](http://www.gloselectrical.co.uk)  
Telephone: 01684 292925  
Mobile 07527024846  
Email [Luke@gloselectrical.co.uk](mailto:Luke@gloselectrical.co.uk)



## Issued To:

## SALES QUOTE

Tewkesbury Town Council  
Town Hall  
High Street  
Tewkesbury  
Gloucestershire  
GL20 5AL

Issue Date	Expiry Date	Reference	Number
14/11/2021	14/12/2021	Watson Hall Lighting	SQ-168

Description	VAT %	Net Amt
Installation & Commissioning	20.00	1,750.00
Materials - Cable and Electrical Accessories to carry out installation of new lighting and rewire fixed cabling.	20.00	1,900.00
Materials - Cable and Electrical Accessories to carry out installation of new lighting and rewire fixed cabling.	20.00	700.00

VAT Rate	Net	VAT	Net Amount	
Standard 20.00% (20.00%)	£4,350.00	£870.00	4,350.00	
			VAT Amount	870.00
			<b>TOTAL</b>	<b>£5,220.00</b>

**Notes:**

Carry out the rewire of the main hall lighting and installation of new energy efficient LED lighting system with dimming capabilities.

Carry out the rewiring of the main hall lighting due to the issues discovered on the EICR and lighting survey carried out on the hall. The existing wiring system has no CPC (earth) meaning there is an C2 code on the most recent electrical report making it unsatisfactory.

Install 7x 40W dimmable LED flush mount lights in the main hall area  
 Install 4x 40W dimmable LED flush mount lights on the overhang of the stage.  
 Install 3x dimmable 30W dimmable LED flush mount lights under the balcony.  
 Two of the lighting in the main hall ceiling will have built-in emergency lighting.  
 Install dimming control behind the stage - this will be a simple to use keypad with an on-off button and four scene buttons with set dimming levels (25%,50%,75% &100%)

Carry out testing and commissioning.

**Terms and Conditions:**

This quote is valid for 30 days.

Many thanks.  
 Luke Boskett

**Your Ref:** 19/00144/FUL  
**Our Ref:** MAN.266.001.EC.P.001

**Date:** 4<sup>th</sup> October 2021  
**Email:** [chris.schofield@enzygo.com](mailto:chris.schofield@enzygo.com)

Debbie Hill  
Tewkesbury Town Council  
Town Hall  
High Street  
Tewkesbury  
Gloucestershire  
GL20 5BB

**By Email:** [townclerk@teWKesburytownCouncil.gov.uk](mailto:townclerk@teWKesburytownCouncil.gov.uk)

Dear Debbie,

## RE: Replacement Moorings, Rear of Prior's Court, Tewkesbury – HRA Screening and Riparian Mammal Survey

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Further to recent correspondence, and the consultation comments received from Natural England and the Council Ecology consultee, please find enclosed our proposal to undertake the required Riparian Mammal Survey and to produce the request HRA Screening Report, in relation to the proposed replacement moorings application to the rear of Prior's Court, Tewkesbury GL20 5US.

This proposal has been informed by the Natural England consultation response (dated 22<sup>nd</sup> October 2020) requesting further screening in relation to Habitat Regulations Assessment (HRA), and the Council Ecologist consultation response (email dated 11<sup>th</sup> September 2020) requesting further survey to confirm the absence of Otter and Water Vole.

The client will be responsible for arranging site access, and notifying us of any specific access or health & safety considerations.

### **Methodology**

#### **Riparian Mammal Survey**

An Otter and Water Vole Survey would be undertaken in order to identify any evidence of presence or significant opportunities for these species in the area of the proposed development.

This would include Otter Survey in accordance with current guidance (Chanin, 2003) entailing a detailed search and mapping of Otter field signs including footprints, feeding remains, spraints, holts, couches and slides. The survey area would focus on the area of the proposed development itself plus extend up to 200m upstream and downstream along the River Avon (where access allows).

At the same time, a Water Vole Survey would be undertaken in accordance with current guidance (Dean et al, 2016), which again would comprise a detailed search of the proposed development area, and up to 200m upstream and downstream along the River Avon, for evidence of Water Vole presence such as burrows, droppings, runs in vegetation and feeding remains.

It is recommended the survey is undertaken from **March to October** during the recommended Water Vole survey period (Dean et al, 2016). Otter surveys can be undertaken at any time of year (Chanin, 2003).

The results of the surveys and outline of any required mitigation strategy will be presented within a short report comprising the results of the surveys, an evaluation of potential constraints and opportunities, all relevant legislation and, outlining details of any required mitigation (all in accordance with the British Standard for Biodiversity (BS42020:2013)).

**HRA Screening Report**

A Habitat Regulations Assessment (HRA) Screening report would also be produced to support the planning submission. This shall consider whether there are any ‘likely significant effects’ of the development proposals on the European statutory designated sites for nature conservation in the wider area (i.e. Severn Estuary SAC and Ramsar). If a ‘likely significant effect’ or implications on a site’s conservation objectives is identified then a Stage 2 Appropriate Assessment will be undertaken to demonstrate and ascertain that the proposal will not adversely affect the integrity of the site through the incorporation of appropriate avoidance, mitigation or compensation measures. It is our understanding that in accordance with standing guidance from the Planning Inspectorate (Inspectorate, 2013) the Local Planning Authority are to undertake the actual HRA/AA assessment and make a determination through supplied information and following consultation with Natural England/Environment Agency as necessary. This HRA Screening Report shall provide the necessary information for the LPA to do this.

It is noted that Natural England already consider that the proposals are “*unlikely to have a significant effect on any European Site*” and as such it is likely the above HRA Screening Report is unlikely to require the Stage 2 Appropriate Assessment stage (i.e. likely significant effects to be screened out at Stage 1).

*Note: this document may need to be informed by technical information provided by others in relation to protection of the River Avon (e.g. pollution prevention, physical protection etc.).*

**General**

All data analysis and corresponding outputs will be produced in accordance with the British Standard for Biodiversity (BS42020:2013) and current guidance (CIEEM), with written reports containing all necessary supporting documents and plans, which would be suitable to support a detailed planning application.

In accordance with current guidance CIEEM, 2016, and as a requirement of protected species survey licences issued by Natural England, records of protected species will be submitted to the local records centre once details of the site are within the public domain.

**Fee Proposal**

The cost of the works are presented below excluding VAT but inclusive of any mileage and reasonable expenses.

Item	Description	Sub Total
1.1	<b>Riparian Mammal Survey</b> – Otter and Water Vole survey in accordance with current guidance (Chanin, 2003 & Dean et al, 2016), plus reporting and mapping. Two surveyors required for health and safety.	£1,250.00
1.2	<b>HRA Screening Report</b> – preparation of HRA Screening report to identify any likely significant effects of the proposals on European designated sites. <i>Note: will likely need technical information provided by others in relation to the River Avon protection measures.</i>	£1,000.00
<b>TOTAL</b>		<b>£2,250.00</b>

Fees and charges are based on work up to and including submission of the final reports/plans. All additional services to those listed above that may subsequently be required, including document appraisals, site visits, meetings, detailed reports and plan preparation and any other revisions would be either charged at our prevailing hourly rate, or subject to additional fee agreements.

All works will be carried out in accordance with Enzygo's standard terms and conditions, which have been enclosed. We shall invoice you monthly in arrears for payment within 28 days. VAT and any other relevant taxes will be added at the prevailing rate.

As a part of our financial quality control measures Enzygo are required to credit check each new or prospective clients. Clients whose credit score is less than the fee value will be required to either provide a personal or third-party guarantee of payment from a credit worthy party [see Table 3] or provide an advance payment as required or agreed otherwise with Enzygo.

We trust that you find our proposals to your satisfaction, and would like to take the opportunity to thank you for giving Enzygo the opportunity to prepare this proposal. However, if you require any further information or clarification please do not hesitate to contact me.

Yours sincerely



**Chris Schofield – Senior Ecologist**

Enzygo Ltd

## Work Instruction Form and Invoicing Details

**Completion of this form by the 'client' is required prior to commencement of work**

Please complete this form and return by post or email to the above address

**Proposal Reference:** MAN.266.001.EC.P.001

**Dated:** 4<sup>th</sup> October 2021

I/We confirm that Enzygo Limited is authorised to undertake the works as detailed in the above proposal and that we hereby accept the terms of the proposal and the terms and conditions of appointment enclosed with it.

<b>Company/Name ("the Client")</b>		<b>Company No.</b>
<b>Address</b>		
<b>Landline Number:</b>	<b>Mobile Number:</b>	
<b>Email address:</b>		
<b>Purchase order number:</b>		
<b>Signature</b>		<b>Date:</b>
<b>Name:</b>	<b>Position:</b>	

**Invoicing Details (if different to the above):**

<b>Company Name:</b>		<b>Company No.</b>
<b>Invoicing address:</b>		
<b>Contact name:</b>	<b>Position:</b>	
<b>Landline Number:</b>	<b>Mobile Number:</b>	
<b>Email address:</b>		

***GUARANTEE REQUIRED IN THE EVENT OF INSUFFICIENT CREDIT SCORE:***

I/We personally undertake to pay and be responsible for the fees as set out in the above proposal and in accordance with the terms and conditions in the event of non-payment by [the Client], in recognition of the fact that [the Client] is a newly incorporated vehicle and/or currently has insufficient independent resources or funds of its own pending completion of the proposed project.

<b>Company/Name</b>		<b>Company No.</b>
<b>Address</b>		
<b>Signature</b>		<b>Date:</b>
<b>Name</b>	<b>Position:</b>	



## Enzygo Limited and Enzygo Geo-environmental Limited

### **Standard Terms and Conditions of Appointment**

The following standard conditions of contract apply to all work carried out by Enzygo Limited and/or Enzygo Geo-environmental Limited [**"Enzygo"**].

1. Unless specifically agreed in writing to the contrary, the Client is the person, company, authority or other body to whom our proposal /fee quotation is addressed [**"the Client"**]. The parties to the contract are the Client and Enzygo.
2. These terms shall not be treated as varied or waived unless expressly agreed in writing by the parties that these terms are to be varied or waived. Subject to any such agreement, these terms have precedence over any others contained in other documents or letters.
3. The proposed services will be as detailed in the proposal/fee quotation [**"Services"**]. If, following receipt of a proposal/fee quotation, the Client instructs Enzygo to proceed or to continue with the Services, Enzygo shall be entitled to assume the Client's acceptance of the proposal/fee quotation and these terms.
4. Any subsequent variation to the Services [from those set out in Enzygo's proposal/fee quotation] must be agreed between the parties. Any additional or alternative work arising from such an agreed variation or undertaken as additional Services as set out in the proposal/fee quotation as requested by the Client, or arising from compliance with the Client's instructions or factors outside Enzygo's control, shall be subject to additional or alternative charges, which shall either [in so far as the basis is not set out in our proposal/fee quotation] be agreed between the parties or shall be charged at our standard hourly/daily fee rates pertaining at the time and which are reviewed annually on 1<sup>st</sup> January.
5. VAT will be applied to qualifying Services and items at the standard rate on all invoices rendered.
6. Any mileage undertaken in undertaking the work will be charged at 58p per mile. All other expenses for travel, accommodation, and subsistence will be charged at cost. Charges for printing, and any other reasonable expenses will be charged at rates to be agreed.
7. Invoices will be rendered monthly from the start of the Services based on the Services undertaken or at agreed project milestones, unless otherwise stated in the proposal/fee quotation. Payment in full is due on receipt of the invoice with the final date for payment being 28 days thereafter or as otherwise agreed. Without prejudice to any other rights Enzygo has the right to add interest and compensation at the statutory rate as set from time to time for the purposes of the Late Payment of Commercial Debts [Interest] Act 1998 from the final date for payment until payment is made in full.
8. Unless otherwise agreed in writing in advance, the Client by whom we are retained is responsible for payment of our fees and VAT and for reimbursing any expenses we incur on behalf of the Client. Payment of an invoice by a third party [including any parent company] on the behalf of the Client, where permitted and agreed in writing in advance, shall not in any way, expressly or impliedly assign, transfer, novate to or otherwise give to that third party any rights or obligations under or in connection with these terms and the Client shall remain fully responsible for its obligations under these terms notwithstanding any payment that may be made on its behalf by any third party [unless otherwise agreed in writing].
9. In the event that it is considered that the client does not have sufficient credit worthiness in respect of the level of fees for the Services to be provided, in consideration of Enzygo entering into these terms, the Client may be required to provide a personal or third party guarantee of payment from a credit worthy party as agreed with Enzygo [**"the Guarantor"**] and/or an advance payment as required or agreed otherwise with Enzygo.
10. Where a payment on account of Enzygo's fees is required in advance of the Services commencing, Enzygo shall not be obliged to commence the Services until the payment on account is received in full by Enzygo in cleared funds. The payment on account shall be credited against invoices rendered in accordance with these terms.
11. Where Enzygo requires the Guarantor to guarantee the Client's payment obligations under these terms, the Guarantor guarantees and undertakes to Enzygo that whenever the Client fails to make any payment

of fees as and when they fall due and in accordance with these terms the Guarantor shall make due and punctual payment of such fees on demand.

12. If monies owing are not paid in full by the date for payment, Enzygo reserves the right to either not commence the Services [if the Services have not yet commenced], terminate its engagement [and claim damages on the basis of such termination having arisen as a result of your breach] or suspend the Services until the outstanding amount, together with interest, has been received. In addition to the above, if payment is not received within 90 day of the date of invoice, Enzygo will be entitled to make an additional charge of 1.5% of the invoice value.
13. External costs to be incurred on behalf of the Client, such as planning application or other statutory fees and Counsel's costs are payable in advance. Enzygo reserves the right not to proceed in this respect until such time as payment has been made in full.
14. During the contract, and for six months after its termination, neither the Client nor any of its associated companies shall offer employment to any Enzygo staff involved in performing the Services without the prior agreement of Enzygo.
15. When Enzygo is required to act on the Client's behalf or as the Client's agent, the Client will indemnify Enzygo against all claims against which may result, except to the extent that any liability arises as a result of any breach of Clause 20.
16. Enzygo shall not be liable for any breach of this contract if the relevant action in respect of that breach is commenced more than 6 years after completion of the Services in respect of this commission.
17. This contract is personal to the Client and the Services and all written reports or other communications shall be for the Client's benefit only and shall not be passed to any other person without Enzygo's consent.
18. The Client will have the full right and licence to use copies of materials and reports prepared by Enzygo under the contract for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights in all documents, reports, written advice or other materials provided by Enzygo remain with Enzygo. If the Client wishes to use copies of these materials for the purposes other than those for which they were prepared, this will require Enzygo's permission.
19. In the event of the client being in default in the payment of fees, or other amounts due, Enzygo may suspend use of the Licence on giving 7 days' notice of the intention of doing so. For the avoidance of doubt, this may include the withdrawal of a report and/or its reliance by third parties. Use of the Licence may be resumed upon receipt of its outstanding amounts.
20. For the avoidance of doubt, the following provisions set out the entire financial liability of Enzygo [including any liability for the acts or omissions of its employees, agents and sub-contractors] to the Client. Enzygo shall not be liable to the Client, whether in contract, tort [including negligence], breach of statutory duty, or otherwise, for any loss of profit or other indirect or other consequential loss arising under or in connection with the Services. Subject to the foregoing, Enzygo's total liability to the Client in respect of all losses arising under or in connection with the Services, shall under no circumstances exceed £2,000,000 [two million pounds] per claim being that amount of professional indemnity insurance held by Enzygo PROVIDED THAT any claim is covered by such professional indemnity insurance policy [which the Client has the right to inspect] and that the Services so supplied by Enzygo are limited to the following insured professional and assessment services: environmental; waste management; mineral; planning; hydrology; flood risk; permitting; landscape; noise; transport; ecology. The Client acknowledges that for any claim relating to seepage, pollution or contamination, Enzygo is insured on an 'aggregate' basis in any insurance year. Accordingly, for claims relating to seepage, pollution or contamination, the liability of Enzygo is limited to lesser of £2,000,000 [two million pounds] or that level of available insurance based on any other claims which may have arisen. Enzygo's total liability to the Client in respect of all other losses arising under or in connection with the Services, whether in contract, tort [including negligence], breach of statutory duty, or otherwise, shall under no circumstances exceed the Charges paid to Enzygo by the Client.
21. Enzygo shall not be under any liability if it is unable to carry out any of the services for any reason beyond its control including [without limiting the foregoing]: act of God, acts of terrorism, legislation, war, fire,

flood, drought, failure of power supply, lock-out, strike or any other action taken by employees in contemplation or furtherance of dispute. During the continuance of such a contingency either party may by written notice to the other elect to terminate the Services and the Client shall pay for work done and disbursements incurred up to that time.

22. Nothing in these terms and conditions confers or purports to confer any rights on any person pursuant to the Contracts [Rights of Third Parties] Act 1999.
23. If requested by the Client at the time of commencement of the Services Enzygo will enter in a letter of reliance or collateral warranty, as agreed by Enzygo with a third party, on Enzygo's standard terms [which can be supplied on request].
24. If a letter of reliance or collateral warranty is:
  - a. requested after the commencement of the Services and/or
  - b. is requested on terms which are different to Enzygo's standard terms,Enzygo will consider and accept such requests at its sole discretion and Enzygo reserves the right to charge for its reasonable professional [legal] costs incurred in [i] preparing and providing an executed letter of reliance or collateral warranty and/or [ii] reviewing any terms which are contrary to its standard terms.
25. Notwithstanding any legal charges in Clauses 23 and 24, in addition Enzygo will charge an administration fee for entering into a Collateral Warranty of £450 [four hundred and fifty pounds] plus VAT and/or for providing a letter of reliance of £250 [two hundred and fifty pounds] plus VAT, in relation to the Services, unless the provision of these documents is otherwise agreed between the parties prior to completion of the Services.
26. The law of England and Wales is the law of the contract.

*August 2019*