

**Beth Watts**

Bloomfields Chartered Town Planners  
77 Commercial Road  
Paddock Wood  
Tonbridge  
Kent TN12 6DS

06 February 2019  
Our ref: Q1872  
Your ref:

Dear Beth,

**RE: Pound Hill Field, Biddenden Road, Frittenden TN17 2EL: Preliminary Ecological Appraisal**

Thank you for inviting Urban Edge Environmental Consulting to submit a quotation for ecological consultancy services in relation to the above site.

We understand that planning consent is being sought for a residential development on c.0.2haha of agricultural land currently comprising a mobile home, a storage building, horticultural land, rough grassland, scrub, hedgerows and trees. The proposals would include demolition of the existing buildings and construction of a single dwelling, together with parking, access, landscaping and associated facilities. An ecological survey is required to inform the design and layout of development and subsequent planning application.

We are pleased to have the opportunity to present our proposals. In the first instance we would intend to visit the site to carry out a Preliminary Ecological Appraisal (PEA; previously known as Extended Phase 1 Habitat Survey). Please be aware that the results of the survey may necessitate recommendations for additional surveys if the habitats to be affected are found to be suitable for use by protected species.

Below I set out a method for undertaking the PEA before concluding with a programme for completing the work, our fee proposal, and project management and insurance details.

**Preliminary Ecological Appraisal**

The purpose of the survey will be to identify the main habitat types present on site, and establish their potential to support protected or notable species. The survey will therefore have dual objectives:

- To identify any features present on site which are ecologically interesting or significant and which may act as constraints or opportunities to the project; and
- To make a preliminary assessment of ecological impacts, identify any further surveys which may be necessary and to broadly outline available mitigation measures.

These objectives will be achieved through a number of steps as described below.

#### Desk-based study

Gaining a general understanding of the site, its landscape setting and ecological context is an important precursor to any ecological survey. We will approach the local Biological Records Centre and request recent records of protected or notable habitats and species occurring within up to 2km from the site centroid, and which may therefore be present on site or be affected by development proposals. The desk-study will include a review of ecological data for statutory and/or non-statutory site designations, or known sites for priority habitats or protected species, that occur within the search zone. Please note that the records centre charges a fee for this service, typically around [REDACTED] per site, and that the turnaround time can take up to ten days.

#### Site survey

The site survey will identify the different types of habitat present on site and adjacent areas, and classify, record and map their locations in accordance with a list of ninety specified habitat types (Joint Nature Conservation Council, 2010: *Handbook for Phase 1 Habitat Survey*). This allows a rapid visual assessment of the extent and distribution of different habitat types. Target notes will be used to provide supplementary information on features too small to map, or to provide additional details, for example relating to species composition and structure.

This basic methodology will be extended to also provide more detail in relation to habitats with potential to support rare, protected or notable fauna, as described by the Chartered Institute of Ecology and Environmental Management's (CIEEM, 2017) *Guidelines for Preliminary Ecological Appraisal*. Specifically, we will be looking for evidence of use by, or features with the potential to support, badger, bats, nesting birds, great crested newt, hazel dormouse, otter, reptiles and water vole. To this end, the site survey will include the following activities:

- A search for badger setts or signs of use by badgers on site and within a minimum buffer of 30m;

- Physical external/internal structures inspections (where applicable and subject to safe access) to identify features that may be suitable for nesting birds or roosting barn owls;

- A Preliminary Roost Assessment for bats in accordance with current Bat Conservation Trust guidelines (Collins, 2016), including an external ground-level assessment of structures and trees to assess their suitability for roosting bats, and an internal inspection of buildings (where applicable and subject to safe access) to search for evidence of past or present occupancy by bats;

- A specific habitat suitability assessment for great crested newt, including calculation of Habitat Suitability Index (HSI) scores for all ponds within up to 500m of the site (subject to access);

- A general assessment of habitats present on site and adjacent, and their suitability to support nesting birds, dormouse, otter, reptiles and water vole; and

- A record of any invasive non-native species in evidence during the survey (i.e. those listed on Schedule 9 of the Wildlife & Countryside Act 1981, as amended).

### Access

In order to complete the Preliminary Roost Assessment for bats we will need to gain internal access to any existing buildings affected by the proposals, including lofts, roof voids and cellars/crypts (where applicable and safe to do so). Whilst we are unlikely to need to access all rooms, our investigations may lead to us needing access to upper floor rooms if possible. We understand the buildings may be in use and if it is not possible to gain access to certain areas this can be noted as a limitation. However, it may be helpful if the property owner or site manager could accompany us on site to facilitate our progress around each building.

### Reporting

A report will be prepared which maps the site, noting any aspects which are ecologically significant. The report will include recommendations for further surveys if evidence found suggests that priority or other protected species may be using the site. Recommendations will also include ecological protection and mitigation measures and opportunities for ecological enhancement. The report will be broadly structured around the following headings:

Introduction to the site and surroundings, and proposed construction activities;

Survey objectives, methodology and limitations;

Results of the desk-study and site survey;

Interpretation of findings and evaluation of impacts;

Recommendations for further survey, ecological protection, mitigation and enhancement measures;

Conclusions.

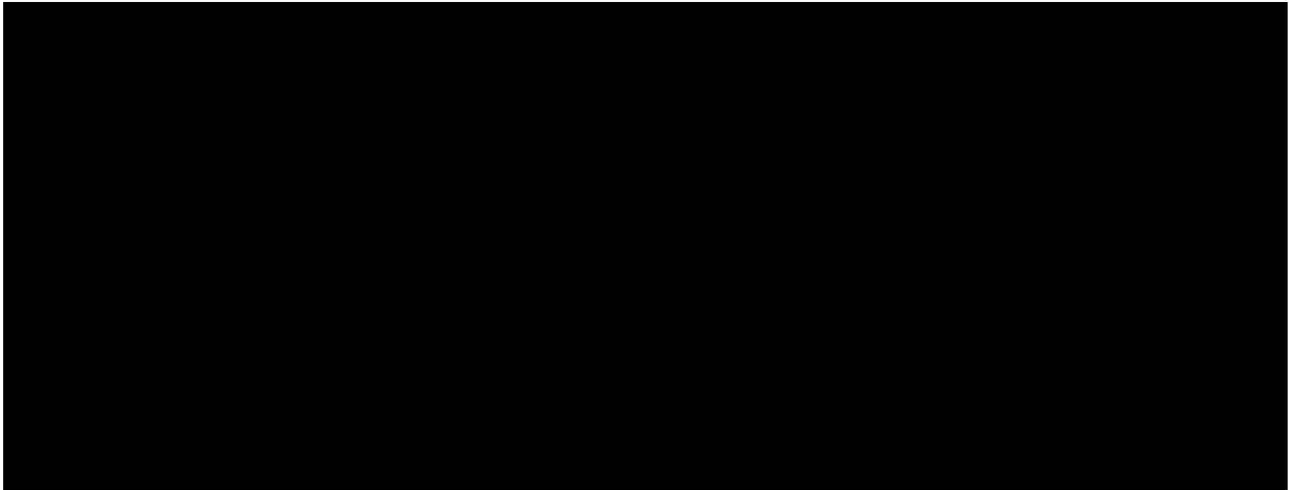
The report will include an Ecological Constraints and Opportunities Plan and/or Phase 1 Habitats Map including Target Notes and a review of relevant published data for the site. Photographs and illustrative material will be used where appropriate. All information will be fully referenced and any relevant records of communication with the Council Ecologist, local records centre and any other ecology contacts will be included in the report. The report will be subject to internal quality review before publication and will be signed off by a Director.

### **Programme**

We currently envisage carrying out the survey in week commencing 25 February but suggest we discuss the required timeframe to agree a convenient date.

Our reporting timeframe will be influenced by the complexity of what we find on site, and the time it takes to receive biological records data. However, we should be able to provide draft report outputs within 5 to 7 working days of completing the site visit. We would be very happy to agree a speedier reporting timeframe if that would better suit your needs.

## Fee Proposal



## Project Management


The work would be led by our Director, Nick Pincombe (BA(Hons) MSc CEnv MIEEMA MCIEEM), an experienced ecologist and environmental planner with over fifteen years project management experience and extensive practice in impact assessment relating to ecology, planning and sustainability. Nick works at all levels of the development planning process, from ecological appraisals for individual development sites, landscape approaches to habitat survey and management, to environmental and ecological assessments for strategy documents and local plans. Nick carries out Extended Phase 1 Habitat Surveys, Preliminary Ecological Appraisals and Ecological Impact Assessments for schemes of all sizes, and subsequently designs, implements and supervises detailed protected species surveys (e.g. badger, birds, bats, great crested newt, hazel dormouse, otter, reptiles and water vole) and ecological mitigation planning. He is a Suitably Qualified Ecologist for BREEAM/CSH assessments, and holds a Natural England Level 2 Class Licence to disturb and handle bats, and a Level 1 Class Licence to trap and handle great crested newts.

Nick would be assisted by Becci Bond (BSc(Hons), MCIEEM), Olly Edmonds (BSc(Hons) MSc ACIEEM) and Anna Douglas (BSc(Hons) MSc GradCIEEM). Becci is a Senior Consultant Ecologist with over seven years' experience in professional practice. Becci specialises in dormouse surveys and mitigation and has held four European Protected Species mitigation licences for the species. Becci also has extensive experience in surveying for other taxa, particularly bats and great crested newt, and holds a Natural England Level 2 Class Licence to trap and handle great crested newts, and a Level 1 Class Licence to handle dormice. Olly is an experienced Field Ecologist with 5 years' professional consultancy experience. Bats are Olly's ecological specialism and alongside bat roost character and activity surveys, he has experience in endoscope work, tree surveys and internal and external building inspections. Olly also has extensive experience in relation to other taxa and European Protected Species (e.g. badger, birds, bats, great crested newt, hazel dormouse, otter, reptiles and water vole), alongside Phase 1 habitat surveys, Preliminary Ecological Appraisals and BREEAM/CSH assessments. Olly holds a Natural England Level 1 Class Licence to trap and handle great crested newts and a Level 1 Class Licence to disturb bats. Anna is a Consultant Ecologist who has three seasons' professional consultancy experience, has undertaken numerous bat surveys and translocations of great crested newt and reptiles. Anna also holds a Natural England Level 1 Class Licence for bats, and a Level 2 Class Licence for great crested newts.

We have not allowed for attendance at any Design Team Meetings as part of our proposals, but would be happy to do so if required.

### **Insurance**

We are fully insured for indemnity and against appropriate levels of liability for work of this nature



### **Instruction**

If you are happy with our proposals and would like to proceed on this basis, please provide confirmation by reply email/letter including the following information:

Written instruction to proceed as per the pro forma overleaf, including contact details (name, telephone number, address and email) of the person/organisation who will be paying the invoice;

A purchase order number if required;

Contact details for the landowner(s) and/or site manager;

Confirmation of which buildings/structures and trees (if any) are likely to be altered or removed;

Confirmation of site access arrangements or restrictions, including details of any hazards associated with the site (e.g. asbestos, contaminated/unstable land or structures);

Written permission to access adjacent landholdings where ponds are present within 500m of the survey area; and

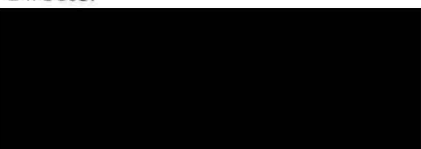
Site plans: red line boundary; existing block plan, floor plans, roof plans and building elevations; development area/phase boundaries; proposed general arrangement / block plan (if applicable); topographic, arboricultural and previous ecological reports (if available).

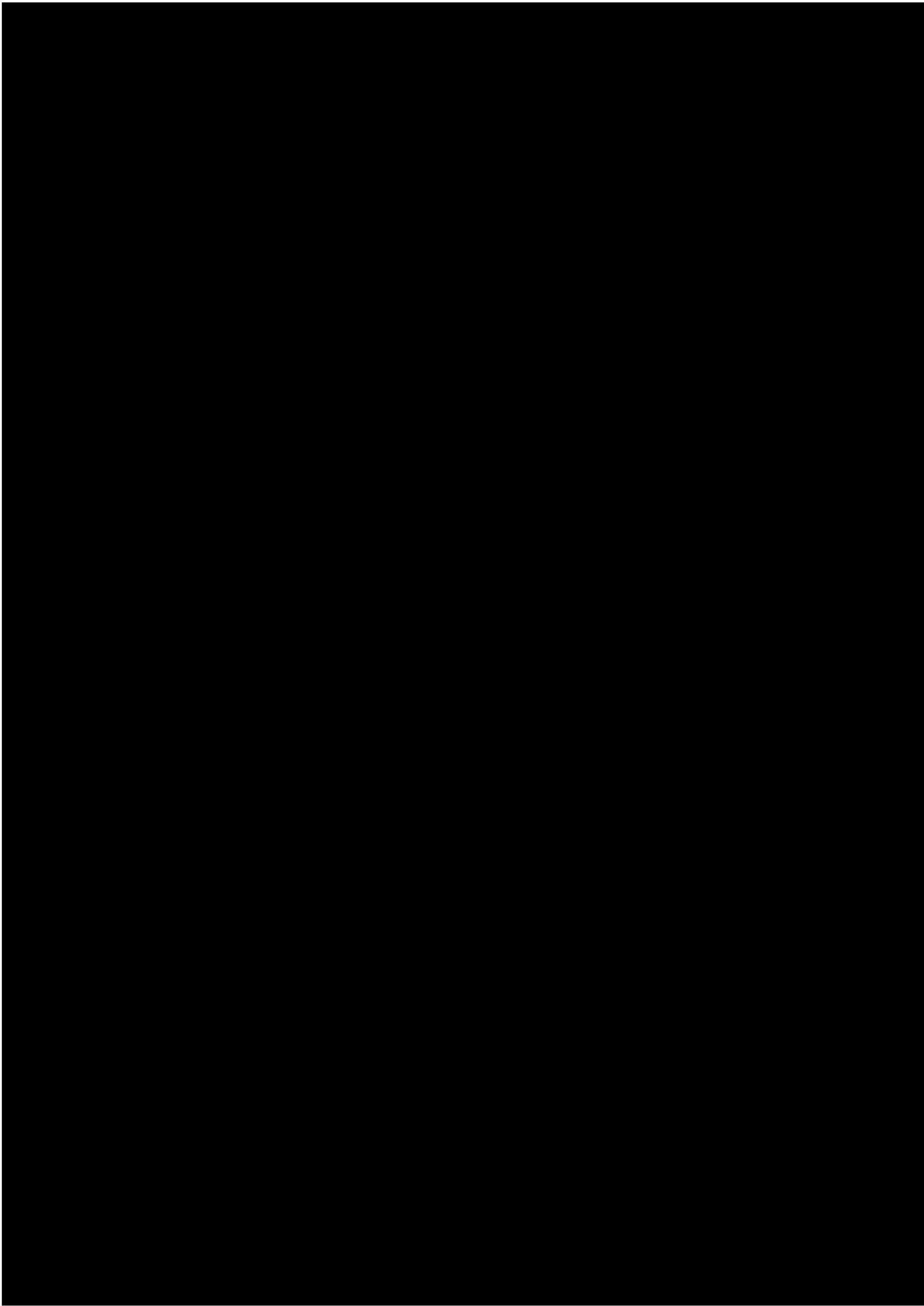
I trust our submission provides you with all the information you require at the present stage, but should you have any queries whatsoever please do not hesitate to call. Many thanks.

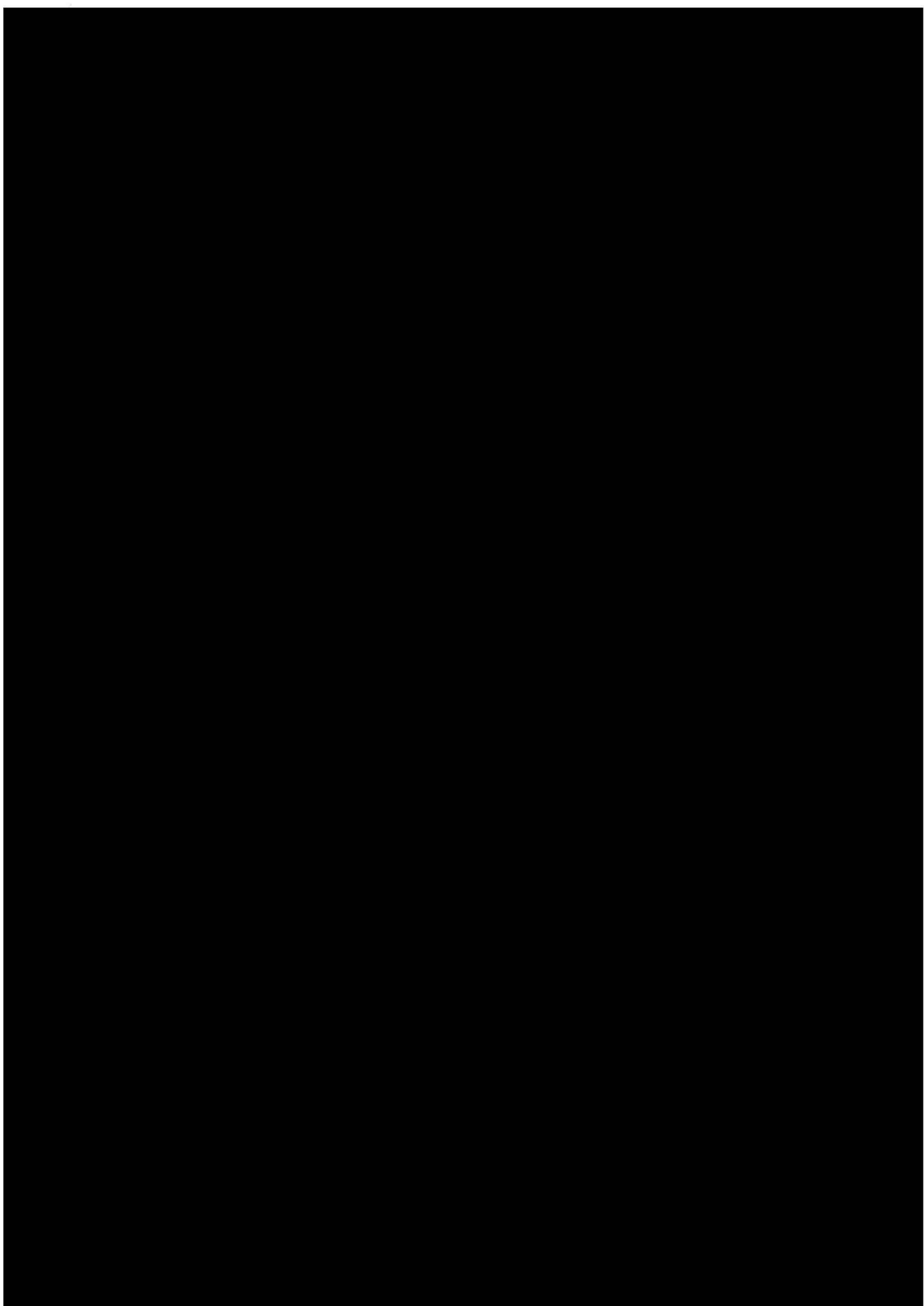
Yours sincerely,



Nicholas Pincombe  
Director







## Definitions

Throughout this document, a consultant is defined as a professional ecologist or environmental assessor/manager, or any other person, acting within these areas. A client is defined as any individual, group, body, authority, private or public company to whom a consultant provides professional services. The agreement is represented by this document and contains the terms of the appointment and such additional clauses and specifications as may be deemed necessary. The project specification is the document detailing the works to be undertaken by the consultant for the client and, where appropriate, the methodology to be adopted.

## General Conditions

### 1. Duty of Care

As a member of the Chartered Institute of Ecology and Environmental Management (CIEEM), the consultant shall operate within the terms of the Institute's

, or other relevant Code of Practice (such as that of the Institute of Environmental Assessment and Management ( ) or Society for the Environment ( )), and within the law of the country s/he is working in. As such, the consultant shall use reasonable skill and care and diligence in the performance of their duties and show due care and regard for the environment, their clients and their colleagues.

### 2. Consultant's Authority

The consultant shall act on behalf of the client as an impartial advisor, investigator or agent in those matters defined in this agreement.

### 3. Professional Standards and Conduct

i) All members of permanent staff are members of the CIEEM, IEMA, SocEnv and/or other professional institutes. All work will be undertaken in accordance with the relevant Institute/Society's Code(s) of Professional Conduct or Practice.

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

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

### 4. Liaison with Responsible Authorities

It is often necessary, and beneficial to the client, for the consultant to discuss details of the approach to and/or results of surveys and other contracts with the responsible authorities (local authorities, Natural England, etc.), particularly where planning permission or a protected species licence is required. This helps the consultant to ensure that the approach will provide precisely the information required by the relevant authority in order to determine an

application, and therefore this will normally be undertaken on behalf of the client. Where possible this will be discussed with the client in advance; however, on occasion (e.g. where the authority has contacted us directly to clarify certain issues) such discussions may be undertaken without further reference to the client, unless expressly instructed not to do so in advance.

### 5. Wildlife Crime

If the consultant considers a potential wildlife crime has been committed, or believes a crime may be about to be committed, this will be brought to the client's attention immediately. There are certain circumstances where the consultant will be constrained to notify the relevant authorities if a crime has been committed or is about to be committed. The consultant reserves the right to communicate with the relevant authorities directly at any stage should it be felt that this is necessary in order to report or prevent the commission or continued commission of a crime.

### 6. Modifications & Revision to Agreement

Any modifications to this agreement that are deemed necessary by either the consultant or the client should be notified to the other party at the earliest opportunity. Consent for modifications arising from unforeseen circumstances or factors should not be unreasonably withheld by either party.

### 7. Dealings with and Appointment of other Consultants/Sub-Consultants

Additional consultants or sub consultants may be appointed by either the client directly or by the principal consultant, subject to the acceptance of each party.

### 8. Liability for Other Consultants

i) *The consultant shall not be responsible for the actions and/or omissions of another consultant except where this is explicitly laid down in this agreement.*

ii) The liability for sub-consultants rests with the employing consultant.

### 9. Insurance

It shall be the duty of the consultant and client to maintain sufficient and appropriate insurance to meet their respective liabilities in relation to this project.

### 10. Client Responsibilities

#### i) Information from the client

The client shall provide the consultant with such information as are necessary for the proper performance of the agreed service, in particular any copies of previous ecological surveys undertaken on the site and available to the client. If it is found that such documents, or any other pertinent information, have been withheld without good reason, the consultant reserves the right to terminate the contract without notice and to require payment for any expenses incurred.

#### ii) Representative of client

The client, if a company or other group of persons, shall be required by the consultant to nominate one specific representative for the duration of the project.

### 11. Copyright

Copyright on all documents including survey information, text, photographs, drawings and other illustrations prepared by the consultant shall, unless otherwise agreed, remain the property of the consultant. The client shall be entitled to use documents prepared by the consultant in the execution of this agreement provided that:

i) all fees due to the consultant at that stage have been paid;

ii) the use relates only to the project or part of the project for which the material was prepared; and

iii) the consultant shall not be liable for the use of the documents described in this clause for purposes other than those for which they were prepared and provided.

### 12. Scientific Data

Scientific data collected during the course of the contract will be made available to appropriate biodiversity records centres, normally within 12 months of completing the survey, in order to better inform future ecological surveys. If a client has any objection to this they must inform the consultant in advance in writing.

### 13. Acceptance of Terms and Conditions

No work will be booked into the consultant's programme nor undertaken until the quoted costs and all terms and conditions have been accepted in writing. Written instructions, including by email, to proceed with the works will be taken as acceptance of the proposed project specification and these terms and conditions.

### 14. Delays and Cancellations

If agreed work dates have to be altered as a result of delays caused by the weather, or by availability of access permissions, or by safety issues, or by any other circumstances outside the consultant's control, the next available date will be programmed, taking into account pre-existing bookings. The consultant makes no guarantee that revised work dates can be arranged to meet the original deadlines. Any cancellations resulting from such delays will be subject to an appropriate charge. Work that is curtailed by a client or for other reasons beyond the consultant's control part way through a pre-booked day (e.g. supervisory works) or cancelled at less than 24 hours' notice will be charged the full daily rate.

### 15. Modification of Agreement

If either party to this agreement considers modifications to the project to be necessary, full details must be provided in writing. If agreement for appropriate modifications cannot be reached within 30 days, dispute procedures may be implemented (see Clause 19).

### 16. Termination by the Client: Grounds

The length of notice for the termination or suspension of all or part of this agreement shall normally be 30 days or as set out in the Schedule (if applicable). If, after 30 days following notification of suspension of this agreement, the consultant has not received instructions from the client, the consultant shall make a final, written application for instructions. In the event of no instructions



being received by the consultant within a further 30 days of the final application, this agreement shall be deemed to have terminated. Compensation as set out in the Schedule (if applicable) may be payable to the consultant.

#### 17. Termination by the Consultant: Grounds

The length of notice for the termination of all or part of this agreement by the consultant shall normally be 30 days or as set out in the Schedule (if applicable). The consultant shall give full details of reasons leading to the termination and a suitable course of action for the closure of the project shall be agreed in writing. Compensation as set out in the Schedule (if applicable) may be payable to the client.

#### 18. Death or Incapacity

*In the event of death or serious incapacity of a sole practitioner, key personnel or named consultant preventing the continuation of this agreement, it shall be deemed to have terminated. As soon as all outstanding fees have been paid, the client shall be entitled to use all data prepared on the project subject to the provisions of Clause 11.*

#### 19. Settlement of Disputes

##### i) By agreement

Differences or disputes arising out of the appointment in relation to professional, ethical or any other matter may be settled by agreement between the parties.

##### ii) By mediation

If agreement cannot be reached, the client or consultant are free to invite a third party to act as mediator.

##### iii) By arbitration

Any difference or dispute arising out of the appointment which cannot be resolved in accordance with either Clause 19i or 19ii shall be referred to arbitration by a person agreed between the parties. If agreement cannot be reached after 14 days, the matter shall be referred by either party to the Chartered Institute of Arbitrators for the appointment of an arbitrator.

#### 20. Governing Laws

The application of this agreement shall be governed by the laws of the country in which the agreement is implemented. The client and consultant shall comply with all relevant legislation.

#### 21. Limitations

No actions or proceedings for any breach of this agreement shall be commenced against the consultant after the expiry of 6 years from the date of the relevant report.

Technical reports are prepared with all reasonable skill, care and diligence within the terms of this agreement, and taking into account the information made available by the client. No other warranty, expressed or implied, is made as to the professional advice included in the report(s) or any other services provided by the consultant.

The consultant disclaims any responsibility to the client and others in respect of any matters outside the scope of this agreement. Technical reports & project specifications are confidential to the client and not to be disclosed to third parties. If disclosed to third parties, the consultant accepts no

responsibility of whatsoever nature to third parties to whom the document, or any part thereof, is made known. Any third party relies upon the contents of technical reports at their own risk and the report is not to be relied upon by any party, other than the client, without the prior and express written agreement of the consultant.

The advice provided in technical reports does not constitute legal advice. As such, the services of lawyers may also be considered to be warranted.

All work carried out in preparing technical reports utilises and is based upon the consultant's current professional knowledge and understanding of current relevant UK standards and codes, technology and legislation. Changes in this legislation and guidance may occur at any time in the future and may cause any conclusions to become inappropriate or incorrect. The consultant does not accept responsibility for advising the client or other interested parties of the facts or implications of any such changes.

Where technical reports provided in pursuance of this agreement present or rely upon the findings of ecological field surveys (including habitat, botanical or protected / notable species surveys), their conclusions should not be relied upon for longer than a maximum period of two years from the date of the original field surveys. Ecological change (e.g. colonisation of a site by a protected species) can occur rapidly and this limitation is not intended to imply that a likely absence of, for instance, a protected species will persist for any period of time.

#### Site Work

#### 22. Resident Consultants

Where a requirement for frequent or constant professional supervision is agreed, a resident professional shall be appointed on a full or part-time basis by the consultant under specific terms of appointment and remuneration.

#### 23. Site Safety

Surveys will be undertaken on the basis that the site is in a safe condition. If at any time the consultant's surveyors feel it is unsafe to proceed, work will be terminated until the site can be made safe.

#### 24. Risk Assessment

All work will be subject to risk assessment.

#### 25. Welfare

Where a continued presence on site is required (e.g. supervision of roof removal, installation of fencing etc.), adequate toilet and hand-washing facilities must be provided or made available.

#### 26. Access Permission

The consultant will require full access permission to be arranged. No site survey will commence until all such permissions are confirmed.

#### 27. Bat Surveys

For bat surveys, access is required to all loft spaces and other areas as detailed in the project specification. If access is not possible to all areas, the assessment may be incomplete and the local authority may require further surveys to be undertaken. If the consultant has to visit the site a second

time because full access was not available on the first visit, an additional charge will be made.

#### Remuneration

#### 28. Costs

i) The costs quoted in the project specification or Schedule (if applicable) do not include VAT, which will be charged at the prevailing standard rate.

iii) Any additional meetings or other work that may be required will be charged at the consultant's standard daily rate as indicated in the project specification or Schedule (if applicable).

iv) Unless otherwise stated, travel time to and from site is included in the time allocation quoted in the project specification.

v) Rates are normally reviewed in January each year. Revised rates may therefore apply to work that has been quoted for in one calendar year but is not undertaken until the following calendar year, unless agreed otherwise.

vi) Costs are based on the understanding that appropriate basemaps, both in hard copy and suitable electronic format (in order of preference: Esri shapefiles, MapInfo tables, dxf or jpg), will be supplied free of charge, together with any copyright permissions (e.g. OS licence numbers) needed for their use. If the necessary basemaps are not supplied, these will be purchased and the purchase price will be passed onto the client at cost price.

vii) Third party data charges, for instance those levied by Biological Records Centres, which are necessarily incurred in undertaking the specified works will be charged to the client at cost price.

#### 29. Payment Terms

i) Invoices are issued in the third week of each calendar month, or when all specified items have been completed, or in accordance with agreed milestones (as specified in the Schedule if applicable). Payment is due within 28 days of date of invoice. Reports will not be provided and licence applications will not be submitted until full and final payment has been received.

ii) The consultant will exercise their statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if they are not paid according to agreed terms.

**From:** Admin@Open-Property.co.uk

**Sent:** 07 February 2019 16:12

**To:** mackmehraban@gmail.com

**Subject:** Policyholder - Mrs Mehrabian. OpenProperty Ref: 305232. Client Ref:OI013825

Contact Type: File Note

Contact With: Policyholder

Contact From : Isabelle

Report: Good afternoon

It has come to my attention that there is an invoice(s?) from Building Control - we have not had sight of these and wondered whether you could forward these to us so we can arrange payment.

Many thanks

Isabelle