Aberduna
Fford Maeshafn
Denbighshire
CH7 5LD
01248 351541

Fouez Setta
c/o Jon Edsall
JNL Design

Date: 27/03/2024

Quote Ref: 2626

St David's Church, Rhosllanerchrugog; Bat Emergence Survey

Dear Fouez,

Thank you for contacting Enfys Ecology in relation to the above project. Please find below a description of the proposed works and a quote.

This quotation is for bat emergence surveys following in an initial Preliminary Roost Assessment (PRA). As potential has been found for bats, an emergence survey or a dawn re-entry survey of the site is needed. This is where surveyors observe the building at dusk (or re-entry surveys at dawn) to determine if any bats emerge out of the building. Depending on the building and its potential to be a roost for bats, up to three separate emergence/re-entry surveys, at least three weeks apart (following the Bat Survey Guidelines, 2023) may be needed to determine with confidence which species are present, numbers, exact areas of the building being used and the status of the roost (e.g. maternity roost). The first two surveys, were applicable, need to be carried out between May – August (if a third survey is required this can be carried out in September in agreeable weather). The report will provide an update to the PRA concentrating on the results from the emergence survey and any new conclusions, again, mitigation for the bats will be provided, however full detailed information regarding mitigation will be provided in the licence application.

As per the revised Bat Survey Guidelines (2023), Night Vision Aids (NVA's) are now recommended to be used on all bat activity surveys to ensure the validity of the survey for planning and licence applications. In the absence of NVA's, the Local Planning Authority and Natural Resources Wales may reject the survey report, or may require surplus surveys to provide sufficient information about the site. Infra-red cameras will be used in appropriate positions and the footage reviewed following the survey. Costs have been provided for the camera use and footage analysis (per camera) and will only be charged as they are required. As standard practise in most cases, one camera will be used per survey but up to four cameras may be required depending on the size/ complexity of the site. In instances where it can be justified by the ecologist that NVA's are not appropriate, no cameras will be used and the costs will not be applied.

If bats are found during the surveys, following planning approval (where appropriate) a licence will be needed from Natural Resources Wales (NRW). The licence application and detailed method statement will need to be compiled by a licenced bat worker before being submitted to NRW – NB this can only be applied for on receipt of planning permission and the discharge of any ecological conditions. The application takes up to **40 working days** to be processed. If bats are found, the

timing of works is likely to be affected (depending on the status of the roost). Indicative costs can be provided upon request.

Nesting bird activity will be recorded alongside the emergence survey, with any findings being included in the final report.

Enfys Ecology will be informed by the client of any health and safety risks such as asbestos before attending site.

Quote – Please note all prices include VAT, which is charged at 20%.

Item	Total (excluding VAT)	VAT	Total (including VAT)
Emergence Survey & Report Update (per survey)	£1160	£232	£1392
NVA's – Use of infrared camera and footage analysis (PER camera used)	£160	£32	£192
Potential Additional Costs			
DNA analysis of bat droppings (charged at cost) – may be required if evidence of bats is found and the species cannot be determined	£80	£16	£96.00
Static detector (≤ 5 nights) and analysis per detector (not including travel)	£250	£50	£300.00

Any additional work or meetings will be charged at £60/hour plus travel.

- The above quote is valid for a period of 3 months
- All biological data will be passed on to the local Biological Records Centre unless specifically asked otherwise

Before commencing work we will require acceptance of our costs using quote number 2626 by the individual responsible for paying and the full address and contact details of the individual or company who will receive the invoice. If a purchase order is required on your invoice, this **must** be provided prior to start of any works. Unless otherwise previously agreed, **payment will be required prior to release of any report or project associated documents**. Please follow the link in the accompanying email, to complete your quote acceptance form. You are advised that Enfys Ecology Ltd do not accept payment by cheque.

Your personal details are used for the purpose of this project. Data will be stored securely. Enfys ecology will never sell your contact details to another organisation and never share your data with other companies for marketing purposes.

We advise that it will take approximately four weeks from the site visit to produce a report, more so if it is a complex site or further surveys are required. Please inform us of any deadlines at the start of the project so we can schedule the work to aim to meet these.

Many thanks for asking Enfys Ecology to provide costs for this work. All of the profits from our consultancy are donated to the North Wales Wildlife Trust. If you have any questions please do not hesitate to contact us.

By agreeing to this quote, you are accepting Enfys' Terms of Business, including payment terms, please see below.

Yours sincerely,



Keymar Wake
Ecologist

ENFYS ECOLOGY LTD - TERMS OF BUSINESS.

1. Terms of Business.
1.1 All contracts for services, or for goods and services as the case maybe, (the "Project") to be carried out directly by, or under the instructions of, Enfys Ecology Ltd ("ENFYS") for the Customer are subject to these terms of business which may be varied by any scope of works, quotation, proposal or tender ("Tender") submitted by ENFYS to the Customer or by subsequent express agreement in writing signed on behalf of ENFYS and the Customer, but not otherwise, subject to clause 18.

1.2 The Tender shall, unless otherwise stated therein, remain valid for thirty days from its date of issue.

1.3 These terms shall prevail over any other terms or conditions purporting to apply to the contract in question.

2. Commencement and Completion of Work.
2.1 Unless otherwise stated in the Tender, the appointment of ENFYS shall commence from the date of ENFYS' acceptance of the purchase order or other assent to the Tender by the Customer, or from the time when ENFYS has begun to perform for the Customer any of the services specified in the Tender, whichever is the earlier. Receipt of payment does not constitute acceptance of the Tender and ENFYS reserves the right to return payment and decline to accept the instructions from the customer. (See also s9)

2.2 The Customer shall cooperate with ENFYS in all reasonable ways and shall make freely available or place at ENFYS' disposal all facilities and personnel reasonably required by ENFYS to carry out the Project including (without limitation) where appropriate:

- access to the Project site (the "Site");
- visas and permits for personnel and equipment to enter and leave the Customer's country and the Site;
- licences or permits for the work to be undertaken at the Site; and
- information on special dangers or risks at the Site or in relation to the Project material.

2.3 The Customer shall (a) provide ENFYS with all the data (presently or subsequently in the possession of the Customer) relating to the Site and the Project. The Customer represents and warrants to ENFYS that all such data are accurate to the best of the Customer's knowledge; and (b) accurately indicate and mark for ENFYS the location of property boundaries, utilities and Site conditions of which the Customer has knowledge.

2.4 ENFYS shall not be obliged to work at the Site in dangerous, unhealthy or unsafe conditions.

2.5 ENFYS shall make reasonable endeavours to supply the results on the date agreed, this date shall be taken as a guideline for time planning purposes only. Time is not of the essence unless specifically agreed in writing with liquidated damages for late delivery fully defined before commencement of the Project.

3. Business Associates.
ENFYS shall take all reasonable steps to meet the wishes of the Customer in the use of business associates but reserves the right to employ, discharge or replace at any time any business associate in carrying out the Project. References in the Tender to the utilisation of the services of a particular person as a business associate shall imply only that ENFYS intends at the Tender date to engage or retain such person but shall not imply that contractual arrangements have been made for such engagement or retention for the entire contract period.

4. ENFYS Personnel.
It is a condition of contract that the Customer shall not approach or contact, with intention of employing or retaining, any employee of ENFYS engaged or connected with the Tender or the Project without the prior agreement of ENFYS. This restriction is to apply at all times during the Project and for a period of one year immediately following the termination of the Project.

5. Techniques.
ENFYS intends to employ methods, procedures, techniques, personnel and sources of information set out in the Tender, but reserves the right to vary these as necessary or desirable in order to achieve the aims of the Project.

6. Care and Diligence/Contractual Limitations.
6.1 All survey findings, forecasts, statements of opinion and recommendations in the Tender or in any report or letter (the "Results") submitted by ENFYS to the Customer on work carried out under a Project are made in good faith, and on the basis of the information before ENFYS at the time. ENFYS shall in the discharge of the services agreed to be performed by ENFYS exercise all reasonable skill, care and diligence normally provided by a professional person or firm in the performance of services similar to those provided for the Customer and under the same terms and circumstances. If in the performance of these services ENFYS has a discretion exercisable between the Customer and a contractor, ENFYS shall exercise this discretion fairly.

6.2 In so far as the Results are based on observations, data and/or materials supplied by the Customer or obtained by ENFYS from a third party, ENFYS assumes no responsibility and makes no warranty or representation as to their correctness. All samples, materials data and other information supplied by or on behalf of the Customer shall be accepted by ENFYS at the Customer's risk. ENFYS shall exert reasonable efforts to ensure their safety and security. The Customer shall indemnify ENFYS at all times against any costs, claims, demands and expenses arising from the Customer's failure to comply with the provisions of this clause 6.2.

6.3 ENFYS shall have no liability to the Customer under contract or otherwise (including negligence or breach of statutory duty) for any consequential or indirect loss or damages. The term "consequential" shall include but is not limited to, loss or reduction of profit, increased

costs of production, increased costs of Site investigation or development arising from defective work by ENFYS or incorrect interpretation of the data, or failure to obtain planning permission or failure to obtain it subject to conditions which the Customer deems satisfactory.

6.4 Save in respect of liability for the death or personal injury due to the negligence of ENFYS or fraud or fraudulent misrepresentation by ENFYS, its servants or agents, the total liability of ENFYS under the contract and in tort shall not exceed the consideration payable by the Customer to ENFYS under the contract and the limitation period for all such claims against ENFYS shall be two years from the Customer entering into the contract with ENFYS under clause 2.1.

6.5 ENFYS can accept no liability for the failure of the Customer to follow ENFYS' advice. The Customer shall refer back to ENFYS any Tender by the Customer that would conflict with ENFYS' advice. ENFYS shall provide advice on the Customer's Tenders at its then current standard charge-out fees or other agreed sum.

6.6 Subject to clause 6.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

7. Confidentiality/Intellectual Property.
7.1 Except as provided by clauses 7.3 and 7.4, all materials resulting from ENFYS's performance of the Project, including documents, calculations, maps, photographs, drawings, computer printouts, notes, analytical reports, and any other pertinent data, are the property of ENFYS. Ownership of any such material which is unique to the Project together with an irrevocable license in respect of non-unique material shall be the Customer's when the Customer completes payments and its other obligations under this Agreement, provided however that ENFYS shall have the right to retain copies of said materials for archive purposes. All reports and other materials resulting from the performance by ENFYS of the Project are intended solely for the Customer's use on this Project and are not intended or represented to be suitable for the use by the Customer or third parties on any other Project; such re-use of said materials by the Customer or third parties without written permission or adaptation by ENFYS for the specific purpose intended shall be at the user's sole risk without liability to ENFYS and the Customer agrees to indemnify and hold harmless ENFYS from all claims, damages, and expenses including legal fees arising from such unauthorised re-use.

7.2 Nothing in this Agreement shall create any obligation on the part of ENFYS to undertake any responsibilities that the Customer may have under any laws or regulations which may require the reporting or notification to responsible governmental or other authorities or other third parties of any discharge or release of hazardous substances or of any other environmental conditions and/or regulations at the Site. However, ENFYS expressly retains the right to undertake such reporting or notification where it deems such reporting or notification necessary to ensure ENFYS' compliance with applicable laws or to prevent harm to health, the environment or to property.

7.3 Copyright is reserved to ENFYS (a) in the Tender, and (b) in any material that has not been generated under the Project. No such material shall be copied or published (in whole or in part) or disseminated to any third party without the prior written permission of ENFYS.

7.4 The copyright in all drawings, documents and other material provided by or on behalf of the Customer for the use of ENFYS in connection with the Project shall remain vested in the originator of such material, and the Customer shall ensure that ENFYS is duly authorised to use such material for all purposes related to the Project.

7.5 Notwithstanding the foregoing conditions of this clause 7, ENFYS reserve the right to use material in its promotional literature.

8. Costs of Service.
8.1 Any charge contained or referred to in the Tender shall be for guidance only, unless otherwise specified therein, and relates to the relevant charge at the date of the Tender only. Invoices shall be issued using the fee rates and charges in force at the time work is carried out, unless otherwise agreed by ENFYS and the Customer.

9. Terms of Payment.
9.1 Payment due to ENFYS will be as specified in the Tender e.g. lump sum in advance of commencement, prior to issue of final report, on completion, or instalments based on date or project milestones.

9.2 Invoices shall be paid (without deduction or offset) by the Customer within 28 days of the submission (invoice date) of the invoice by ENFYS. Any sums remaining unpaid at the expiry of 28 days shall bear interest to accrue from day to day at the rate of base rate of the Bank of England plus 8% (eight percent) per annum cumulatively on the balance outstanding.

9.3 If any item or part of an item of an invoice rendered by ENFYS is disputed or subject to question, the payment of the remainder of the invoice shall not be withheld on these grounds.

9.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay ENFYS on the due date, ENFYS may, under the Late Payment of Commercial Debts Act (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, charge compensation for debt recovery costs and interest on the outstanding amount until the date of payment.

9.5 Invoices shall not be re-assigned without the prior written consent of a director of ENFYS.

10. Termination or Suspension.

10.1 If either party shall become bankrupt, go into liquidation, have a receiver or administrator appointed over any part of its business or assets, enter into a composition with its creditors or otherwise become insolvent (the “Insolvent Party”) the other party shall be entitled forthwith without notice to the Insolvent Party terminate or suspend work under the contract.

10.2 If the Customer fails to pay any sum due hereunder within 30 days of the due date ENFYS may, by notice to the Customer, suspend and/or at the same time terminate the contract.

10.4 If either party (the “Defaulting Party”) breaches a material term of the contract which remains unremedied for 60 days after the service of written notice on the Defaulting Party by the other party specifying such a breach, or it appears that the Defaulting Party is in breach of a material provision of any statute, statutory instrument or common law, the other party may by notice in writing to the Defaulting Party suspend and at the same time terminate the contract.

11. Entire Agreement
Save for any authorization under clause 18, these terms and the Tender comprise the entire agreement and understanding between the parties hereto with respect to the Project and replace all prior agreements, correspondence and understandings relating thereto.

12. Force majeure
ENFYS shall have no liability to the Customer under the contract or otherwise if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of ENFYS or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of ENFYS or subcontractors.

13. No partnership or agency
Nothing in the contract, or otherwise, is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14. No third party rights
A person who is not a party to the contract shall not have any rights under or in connection with it.

15. No assignment
The Customer shall not, without the prior written consent of ENFYS, assign, transfer, charge, mortgage, subcontract, or deal in any manner with all or any of its rights or obligations under the contract.

16. Severance
If any provision of the contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the contract, and the validity and enforceability of the other provisions of the contract shall not be affected.

17. Waiver
A waiver of any right under the contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

18. Variation of terms
No variation of these terms shall be valid unless prior written authorization from a director of ENFYS for such a variation is given to the Customer by ENFYS.

19 Interpretation
19.1 Headings in these terms shall not affect their interpretation.

19.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

19.3 A reference to writing or written includes faxes, e-mail and electronic signature.

19.4 Any obligation in the contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

19.5 Words in the singular include the plural and in the plural include the singular.

20. Law and jurisdiction

20.1 These terms of business and all documents, arrangements and agreements to which they apply shall be construed and have effect in accordance with the laws of England and Wales.

20.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the contract or its subject matter or formation

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A company registered in England and Wales with number 02535184 Tel.: (01248) 351541