120.

CONSULTANCY AGREEMENT

between

Eco-Readymix Limited

and

Cory Environmental (Central) Ltd

JOLLIFFE & CO. LLP
SOLICITORS

THIS AGREEMENT is made on this 21st day of October 2015

PARTIES

(1) Eco-Readymix Limited (Company Registration Number: 05292744) whose registered office is at Hafod Road Ruabon Wrexham LL14 6ET (the **"Company"**); and

(2) Cory Environmental (Central) Ltd Limited whose registered office is at 2 Coldbath Square London EC1R 5HL (Company Registration Number: 02773558) (the **"Consultant"**).

NOW IT IS AGREED as follows:

1 Definitions

1.1 In this Agreement:

'Amphibian Conservation Area' means the areas at Hafod Tileries, Hafod Road, Ruabon, Wrexham LL14 6ET;

'Confidential Information' means the trade secrets and other information which the Company regard as confidential including all knowledge and information relating to clients or customers, prospective clients or customers, business, organisation, finances, processes, specifications and technology of the Company;

'Fee' means as set out in clause 3.1;

'Management Plan' means the management plan for the Amphibian Conservation Area annexed to this Agreement and set in Schedule 1;

'Services' means:

(a) annual monitoring of the dedicated Amphibian Conservation Area as set out in the Management Plan; and

(b) such additional advice, information or assistance related to any aspect of the Consultant's involvement with the Company in connection with the Management Plan

at times chosen by the Consultant and which are acceptable to the Company acting reasonably.

2 Consultancy

2.1 The Company engages the Consultant to provide, and the Consultant accepts the engagement to provide, its Services to the Company for a minimum period of 5 years from [INSERT DATE] (the **'Commencement Date'**) and thereafter until terminated by either party giving to the other not less than 6 months' prior written notice to that effect. 19/10/15

2.2 The Consultant will procure that the Services are provided by its employees, sub-contractors or such persons that the Consultant chooses to instruct who:

2.2.1 agrees to be bound by and to perform the Consultant's obligations under this Agreement

2.2.2 will provide to the Company's auditors for the time being all such information, explanations, data and assistance as they require in relation to the Services in connection with the Company's business, and

2.2.3 will devote sufficient of his time, attention and ability as is necessary for the proper provision of the Services unless prevented by authorised leave from work, injury or ill health from so doing.

2.3 The Consultant acknowledges that any breach by its employees or such persons as it chooses to employ of any of the terms of this Agreement will constitute a separate breach by the Consultant for which the Consultant will be liable ;

2.4 The Consultant will provide the Services to the best of his ability and in an expert and diligent manner.

2.5 The Consultant must submit records of numbers of newts, within a reasonable timeframe, to the local Biological Records Centre as a matter of course and/or Natural Resources Wales on request.

3 Fees

3.1 The Company will pay to the Consultant a fee for the Services at the rate of £1,000.00 per year (exclusive of any VAT) (the "**Fee**") to be subject to annual indexation at the end of each calendar year in accordance with the Retail Price Index (RPI).

3.2 The Fee will accrue from day to day and, where payable in respect of a period shorter than a year be the same proportion of the Fee (as the case may be) as the period worked is of a whole year.

3.3 The Company will pay the Fee annually in advance within *30* days after receiving an invoice which:

3.3.1 is delivered promptly within the last month of each calendar year;
3.3.2 identifies the period in respect of which it is payable;
3.3.3 details the Services to be provided during such period;
3.3.4 states the amount of the Fee payable in respect of such period, together with any VAT, if any, payable thereon; and
3.3.5 provides full details of the Consultant's business address, VAT number, bank name, bank account number and sort code.

4 Expenses

The Consultant will be responsible for bearing all expenses of providing the Services. For the avoidance of doubt the Company is and shall remain solely responsible for any liability, loss, damage and/or costs for all maintenance and repairs of and to the Amphibian Conservation Area, howsoever caused.

5 Confidential Information

The Consultant must during this Agreement and after its termination (without limit in time) keep confidential and not (except as authorised or required for the purposes of this Agreement) use or disclose or attempt to use or disclose any of the Confidential Information. For the avoidance of doubt, the undertaking set out in this clause will not apply to any Confidential Information to the extent that such Confidential Information:

a) is or becomes public knowledge; or

b) is information the Consultant is required to disclose by reason of any legal requirement or any requirement of any applicable regulatory authority, subject to the Consultant providing the Company with written notice prior to making such disclosure.

6 Status and authority of Consultant

6.1 The Consultant acknowledges that it is engaged as an independent contractor to the Company and nothing in this Agreement renders it an employee, agent or partner of the Company and the Consultant will not hold itself out as such.

6.2 Although the Consultant is entitled to represent itself as a consultant to the Company when providing Services under this Agreement, the Company is not vicariously liable for any of the acts or omissions of the Consultant and the Consultant is not by virtue of this Agreement entitled to pledge the credit of the Company nor sign any document, enter into any contract or agreement or make any promise on behalf of the Company. The Consultant is not vicariously liable for any of the acts or omissions of the Company and the Company is not by virtue of this Agreement entitled to pledge the credit of the Consultant nor sign any document, enter into any contract or agreement or make any promise on behalf of the Consultant.

6.3 The Consultant is responsible for the payment of National Insurance contributions and for the discharge of any income tax liability for its employees and VAT payable in respect of the payments as set out in clauses 3 and 4 and will pay any such contributions and taxes to the appropriate authorities.

6.4 The Consultant must at all times maintain appropriate professional indemnity insurance covering the risk of its negligence, default or breach of duty under this Agreement up to a value of *£500,000*.

7 Indemnity

7.1 The Consultant hereby indemnifies the Company and undertakes to keep the Company indemnified against all and any liability, loss, damage, costs and expenses of whatever nature (excluding, for the avoidance of doubt, the fees referred to in clause 3) incurred or suffered in connection with the Consultant's performance or breach of this Agreement including but not limited to:

(a) any income tax, employee's National Insurance contributions, interest and/or penalties thereon arising in respect of the Consultant for which the Company may be called upon to account to HM Revenue & Customs and the disallowance of any VAT charged in respect of the Services as allowable input tax for the Company; and

(b) any unauthorised act or omission of or any negligence, wilful default or breach of duty by the Consultant.

7.2 If for any reason the Company is required to pay any income tax, employee's National Insurance contributions, fines, penalties or interest in connection with the payment of the fees referred to in clause 3, the Company is entitled to deduct from any sums due to the Consultant under this Agreement an amount equal to such payments.

8 Termination by the Company

The Company, by written notice, may terminate this Agreement or suspend the performance of all or any of its obligations under it immediately and without liability for compensation or damages if:

(a) the Consultant fails to comply with any of its obligations under this Agreement or any agreement or deed supplemental to it and the failure (if capable of being remedied) remains un remedied for 30 days or such other period agreed in writing between the Company and

IN WITNESS WHEREOF the parties have executed this document on the dates set out below:

Signed:

For and on behalf of Eco-Readymix Limited

Dated: 19-10-15

Signed:

For and on behalf of Cory Environmental (Central) Ltd

Dated: 21/10/15

Schedule 1

Management Plan for the Amphibian Conservation Area

[INSERT]

Management Plan for the Amphibian Conservation Area at Hafod Tileries, Hafod Road, Ruabon, Wrexham, LL14 6ET

Oakwood Ecology

by Simon Cope BSc, MSc, MCIEEM
Ecological and Arboricultural Consultant

For: Eco-ReadyMix
Hafod Road,
Ruabon,
Wrexham,
LL14 6ET

May, 2014

Oakwood Ecology, Bwlch-y-garnedd, Meifod, Powys, SY22 6DR.
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1 Introduction

1.1 Eco-Readymix have submitted a planning application for a change of use to a mortar and concrete batching plant at Hafod Tileries, Hafod Road, Ruabon, Wrexham, LL14 6ET. The site is adjacent to the Johnstown Newt Sites SAC, an internationally important site for Great Crested Newts (notified as one component SSSI - Stryt Las a'r Hafod). The planning permission was granted on appeal (APP/H6955/A/11/2150207), subject to one condition, the first part of which is the subject of this report:

"i) within one month of the date of this decision a written scheme of mitigation and habitat compensation and management for Great Crested Newts shall be submitted to the local planning authority. The scheme shall include details of:

a) the location of land to be retained for or provided for Great Crested Newt habitat,
b) details of how that land will be managed in order to provide habitat for Great Crested Newts,
c) a long term management and monitoring plan for the land,
d) *a timetable for the implementation of the mitigation, habitat compensation and management measures."*

1.2 In pursuance of the fulfilment of this condition, a dedicated Amphibian Conservation Area has been set aside and a management plan is proposed.

1.3 Since 2010, Oakwood Ecology has undertaken the ecological management of parts of the SAC for its owners Cory Environmental, including the part adjacent to the Eco-Readymix land holding.

2 Site location

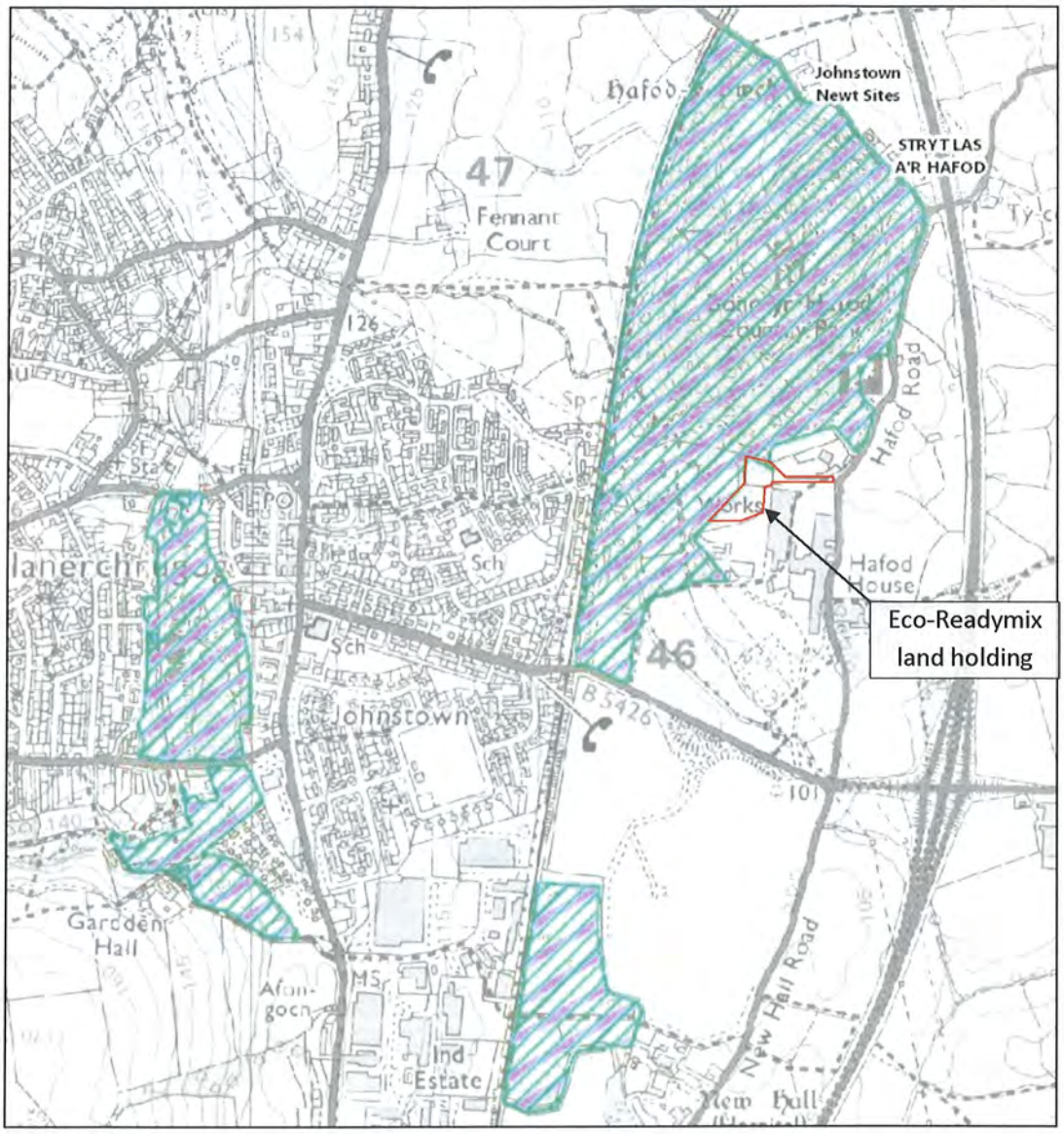


Figure 1. The location of the Eco-Readymix land holding in relation to the Johnstown Newt Sites SAC and Stryt las a'r Hafod SSSI (hatched green and purple).

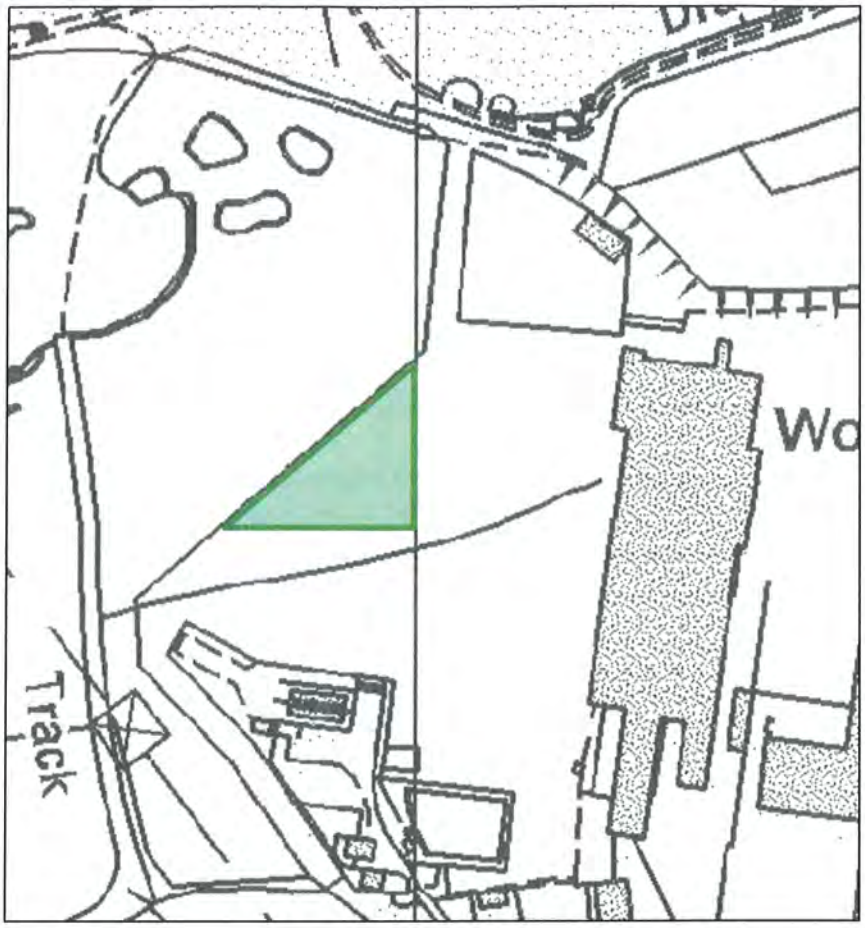


Figure 2. Plan showing the proposed location of the Amphibian Conservation Area (shaded green).

3 Management plan

3.1 Given its proximity to the Johnstown Newt Sites SAC, the following management proposals are directed at the conservation of Great Crested Newts, although other amphibian species will also benefit. The approximate area of the Amphibian Conservation Area (ACA) is 0.32 Ha, which is currently vegetated by mesotrophic grassland and ephemeral/short perennial habitats. Over the past two or three years, the area has been periodically inundated with shallow standing water during periods of high rainfall. The southern boundary is an intact mixed-species hedgerow.

3.2 The proposed management measures include the following:

- The ACA will be isolated from the operational parts of the Tilery by a permanent amphibian exclusion fence. Part of the existing exclusion fence around the adjacent SAC site will be removed and the new fence will link in this (see **Figure 3**).
- The fence will be inspected annually to ensure that it is fit for purpose. Any necessary repairs will be carried out promptly.
- The ACA will be directly linked with the neighbouring SAC site, and there will be no barriers to amphibian movement from this direction.
- Three ponds will be excavated in the ACA to provide breeding habitat for Great Crested Newts. These will each have a surface area of at least $80-100m^2$ and be approximately 1.5m deep. Their edge profile will be graded at approximately 1 in 4.
- Aquatic and marginal vegetation will be allowed to naturally colonise these ponds. Although this takes longer than planting nursery-raised plants, it does minimise the chances of the accidental introduction of non-native invasive species. In the short- to medium-term, strips of soft plastic will be anchored in the ponds to provide egg-laying substrate, a tactic that has had excellent results on the neighbouring SAC site. Some plant species enrichment may be possible if a reliably uncontaminated source of site-native species can be found.
- The ponds will not be lined to allow them to dry out occasionally. This is beneficial to newt populations in the long-term as it reduces the likelihood of a persistent predatory fish population. They are expected to fill naturally, but if problems with holding water are observed, lining will be considered.

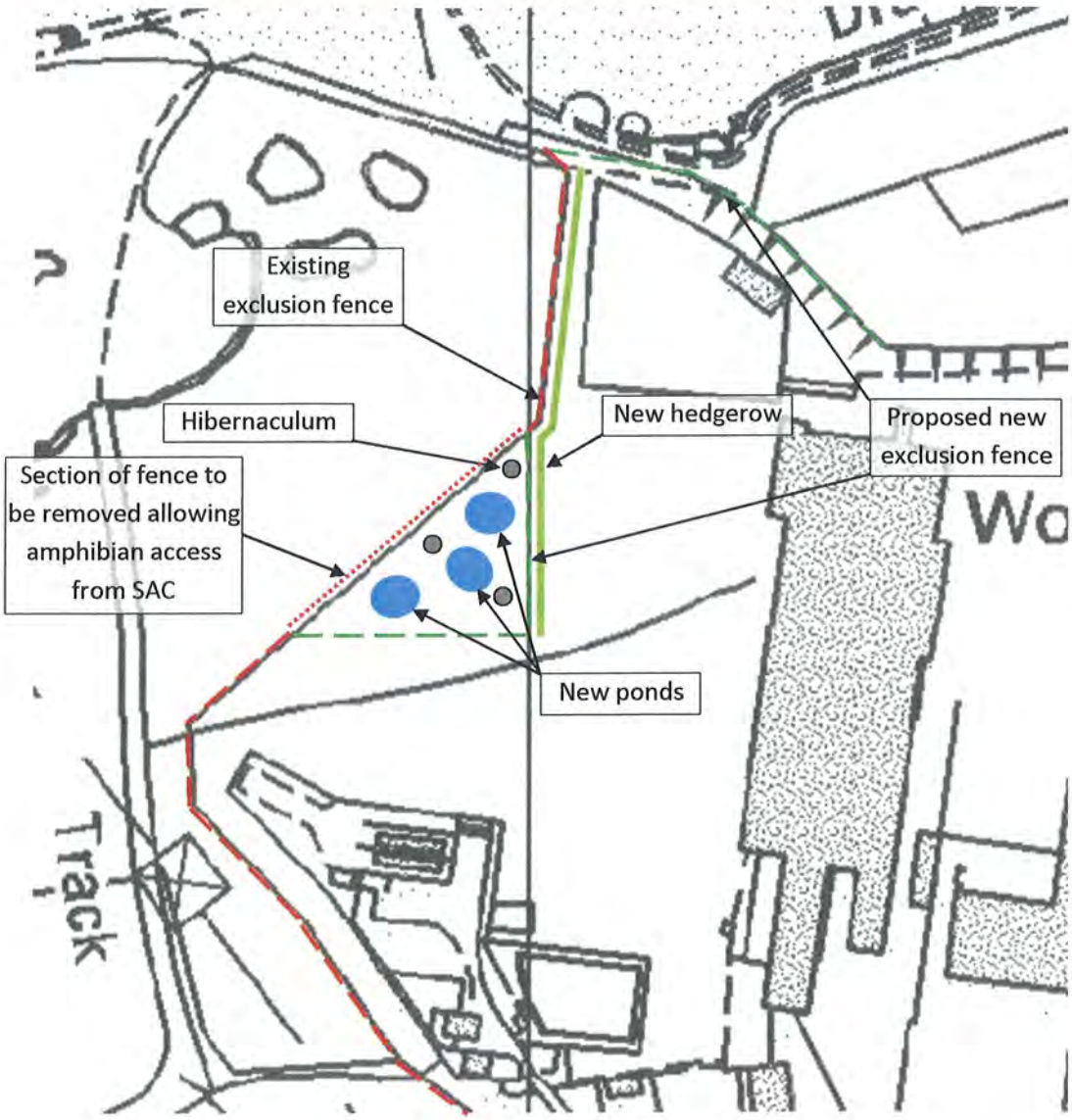


Figure 3. ACA plan showing the position of the exclusion fencing and the approximate locations of the other proposed features.

- Three artificial hibernacula will be constructed within the ACA, in line with the guidance provided in the Great Crested Newt Mitigation Guidelines, Natural England, 2001 (**Figure 4**).
- The new ponds will be surveyed between mid-April and mid-May two years after establishment to determine whether Great Crested Newts and other amphibians are present. This will be by a nocturnal torch survey in suitable weather conditions by suitably qualified and licensed personnel, and any positive results will be submitted to COFNOD (the local Biological Records Centre). The presence of Great Crested Newts and other newt species may also be determined from egg searches.
- Dust blowing in from the operational part of the site may prove to be a persistent problem in the ACA. To counteract this, a hedge will be planted along the western boundary of the operational area and continued along the northern extension of this

to protect the ponds in the adjacent SAC site. This will be composed of site-native hedging shrubs, and will be planted at least 5m back from the exclusion fence.

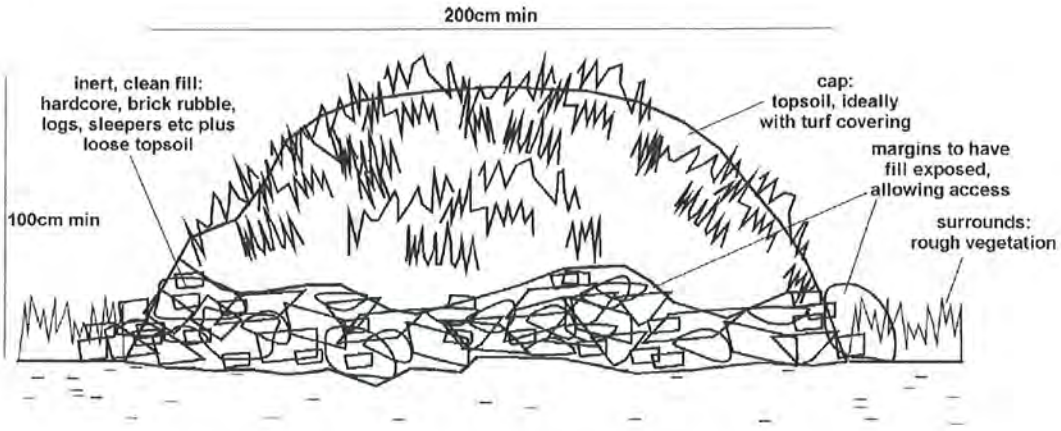


Figure 4. Diagram showing the structure of the proposed artificial hibernacula.

- The general condition of the ACA will be monitored in the long term by an annual survey which will review the development of both the terrestrial and aquatic habitats. This will include an assessment of the same performance indicators that are monitored on the neighbouring SAC site, namely: aquatic plant cover, water depth, presence of pollution, extent of shading of the ponds, the presence of wildfowl, fish and/or non-native invasive species. The results of this survey will be reported to the owner and will be acted upon accordingly.
- Scrub encroachment will be monitored and controlled to facilitate unimpeded access to the ponds and to ensure the integrity of the exclusion fence.

4 Method statement

4.1 For the foreseeable future, Oakwood Ecology will act as Ecological Clerk of Works for the site, providing suitably qualified, experienced and licensed personnel to carry out all of the ecological tasks outlined below:

- Immediately before the installation of the permanent exclusion fencing, the construction of the hibernacula and the excavation of the ponds, the ground surface will be inspected for the presence of amphibians. If found, these will be relocated to suitable habitat nearby.
- It is anticipated that the fence will be installed in one day, but if this is not possible any trenches left open overnight will be provided with escape routes for animals. The trench will be inspected the following morning before work commences, and any animals present will be relocated.
- If the construction materials associated with fencing etc. are temporarily stored within the ACA, they will be palletised to avoid providing refuges for amphibians.
- If the initial torch survey does not record Great Crested Newts in any of the new ponds, an additional survey will be carried out two years later.
- Any necessary scrub control will be carried out outside the bird-nesting season when the trees are dormant, i.e., between November and March inclusive.
- The removal of aquatic vegetation will be carried out by mechanical excavator and will take place between December and February inclusive, to minimise the possibility of amphibians being present.

5 Schedule of works

	Action	Timing
1	Installation of permanent amphibian exclusion fencing	As soon as possible (when ground surface is dry enough)
2	Pond excavation and hibernacula construction	End of summer 2014 (if ground surface is dry enough)
3	Plant hedge between the Tilery and the ACA and the SAC	Winter 2014
4	Installation of egg-laying strips and possibly planting-up ponds with aquatic plants	March 2015
5	Daytime survey of habitat performance indicators	Summer, annually from 2015
6	Torch survey of Great Crested Newts, report presence/absence	April/May 2016
7	Scrub control and aquatic vegetation management	As and when necessary, based on the recommendations of the summer survey