Assumptions and Exclusions

Ecology Assessments

General

1. Unless specifically stated to the contrary in our fee proposal, we assume the client will be responsible for:

    - information on ownership, legal interests, site information including confirming planning application boundaries, and any other matters which may influence the development or management requirements of the project.

2. Please note that delays in supplying this information may affect the programme for the delivery of outputs.

3. We require confirmation of other team members contact information to facilitate liaison and co-ordination as necessary.

4. Any ecological advice, guidance or information provided by HCUK Group does not constitute legal advice and no liability is accepted.

Ecology Survey

5. During the busy ecology survey season (March to October), there is a lead time of up to four weeks to schedule the initial ecology survey (e.g. PEA/PRA survey).

6. Our fee proposal is based on the specified number of site visits stated in the proposal. If the number of site visits increase, we reserve the right to adjust our fee proposal to cover the additional work incurred. We would not undertake any additional work without client approval.

7. Phase 2 surveys (comprising habitats and protected species surveys) are subject to various specific survey timing restrictions (see ecology survey calendar in Appendix A. Please note, surveys carried out in suboptimal time periods may require additional surveys.

8. Any Phase 2 surveys will be quoted for separately following site visits and review of biological data. We would not undertake any additional work without client approval.

9. Access to site will be arranged by the client on our behalf in advance of the site visit. The client will provide any available information on safe access requirements in advance of the site visit and will facilitate any reasonable requests to minimise the risks on site. Unsafe survey conditions may necessitate aborted survey and may incur aborted survey costs.

10. Site surveys often need to be undertaken during periods good weather. Please note that long periods of inclement weather may delay the programme or may necessitate rearranging survey visits should weather conditions on the day of survey be outside the relevant survey guidelines which may result in aborted survey costs. All reasonable efforts will be made to undertake surveys during periods of suitable weather.

11. If the 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.

12. 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 prebooked day (e.g. supervisory works) or cancelled at less than 24 hour's notice will be charged the full daily rate.

13. Scientific data collected during the course of the contract will be made available to appropriate biodiversity record centers as required in their terms and

conditions. If a client has any objection to this, they must inform the consultant in advance in writing.

14. 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.

15. For internal bat preliminary roost assessments, access is required to all loft spaces and other internal areas within buildings as detailed in the quote. 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 incurred.

16. Fees do not relate to obtaining necessary Natural England (or equivalent) mitigation licences or activities relating to licensable work unless otherwise stated.

17. All ecology data provided is valid for no more than 12 months unless otherwise agreed from the date of collection owing to the dynamic nature of habitats and species.

18. Additional consultants or sub consultants may be appointed by either the client directly or by the HCUK Ltd in accordance with HCUK Ltd framework procedure.

Ecology Reporting

19. It is the client's responsibility to provide a project description with key data and this will outline the parameters for the assessment to enable the ecology reports to be finalised (i.e. proposed access, development area, British Standard Tree Survey, planning application area, proposed land-use, building footprint/ area, proposed landscape details etc).

20. HCUK Group will detail the identified ecological constraints/opportunities, requirements for any Phase 2 surveys, and likely mitigation requirements following the initial Preliminary Ecological Appraisal site visit to inform the site layout and proposed development within a Preliminary Ecological Appraisal report (PEAR).

21. The PEAR is suitable for outline feasibility stage only (not suitable for planning).

22. The Ecological Impact Assessment (EcIA) report is an upgrade of the PEAR that is suitable for planning and will only be progressed once the site plan and design parameters are fixed and all Phase 2 surveys have been completed. Any substantial late changes to the layout following the design fix may incur additional fees if further reporting is required that requires additional consultancy time of over an hour.

23. A Biodiversity Net Gain Feasibility Stage Assessment report will detail the results of the BNG metric baseline based on the Preliminary Ecological Appraisal, and inform detailed design proposed on how to achieve the target 10% BNG, suitable for outline feasibility stage only.

24. The Biodiversity Net Gain Statement will detail the results of the final BNG metric calculations based on the PEA site visit and the proposed detailed landscape strategy and masterplan (to establish the pre-development and post-development baselines respectively).

25. The proposed habitat (habitat/hedgerow/watercourse) areas required to complete a Biodiversity Net Gain metric will be provided by the appointed project landscape consultant based on the proposed detailed landscape strategy and masterplan (if not undertaken by HCUK) in a suitable format and calculating correctly to the appropriate site areas (with the detailed calculation to be undertaken by the project ecologist). Additional fees may be incurred if this is not provided.

26. We will commence the final Biodiversity Net Gain calculations when the proposed site plan is fixed and subject to only minor modifications for co-ordination purposes which would not affect the Biodiversity Net Gain calculations. A delay in the programme for fixing the site plan/design may have implications for the completion of our deliverables and we will notify the client at the earliest opportunity if this is the case.

27. All Biodiversity Net Gain calculations are generated through a Biodiversity metric and reliant on the data used being no more than 12 months old and all development details (development layout, British Standard Tree Survey, landscaping etc) provided are correct and deliverable. All Biodiversity Net Gain calculations are a prediction based on the available data at the time of generation.

28. Our fee includes for submission of a first issue of reports/biodiversity metric for review and amendments for one design iteration (unless otherwise stated) as outlined in the fee proposal.

29. Any extensive late changes to a site plan prepared by others following the design freeze, may incur additional fees for a redraw/further co-ordination, to cover this work. We consider extensive changes to incur more than one hour consultancy

    time. Any additional fees will be agreed with the client prior to commencing the work.

30. Our proposal includes for submission of a draft report and a final report incorporating one round of coordinated comments from the client or lead consultant.

31. Any post planning services, such as ecology planning support to respond to consultee comments or provision of a rebuttal, may be subject to additional fees.

32. Unless specifically stated to the contrary in our fee proposal, we assume the client will be responsible for:

    - Providing the planning application boundary and modern mapping.
    - Providing confirmation of the design brief.
    - Providing post-development layout and landscaping design where relevant.

33. Deliverables will be stated in the fee proposal and/or the accompanying covering email. They may include…
    - Production of an ecology report (PEAR/EcIA/BNG Feasibility Assessment/BNG Statement/ES Chapter as specified in the brief) and associated data obtained from the local biological records centre (where relevant) and mapping.
    - Input into the ecology sections of a Design and Access Statement (to be coordinated by others).

34. The PEA report and BNG Feasibility Stage Assessment (if required) will be issued typically within four weeks of the PEA site visit and receipt of the final red-line site boundary, whichever is latest.

35. The EcIA report, BNG metric, and BNG Statement will be finalised typically within six weeks of both the last Phase 2 survey (if required) and receipt of the final design plans and detailed landscape strategy, whichever is latest.

36. A delay in the programme for fixing the site plan / design may have implications for the completion of our deliverables.

Appendix A - Ecology Calendar

Survey	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Preliminary Ecological Appraisal (PEA)												
UK Habitat Classification / Biodiversity Net Gain (BNG)												
Botany / National Vegetation Classification (NVC) / Invasive Non-Native Species (INNS)												
Nesting bird check												
Breeding bird survey												
Wintering bird survey												
Reptile survey												
Great crested newt eDNA												
Great crested newt full survey												
Bat preliminary roost assessment (PRA) (buildings)												
Bat Ground Level Tree Assessment (GLTA)												
Bat emergence / re-entry survey												
Bat activity surveys (transects and remote monitoring)												
Bat hibernation survey												
Badger walkover survey												
Badger bait-marking monitoring survey												
Dormouse survey												

Otter surveys												
Water vole surveys												

	Optimal time of year for survey
	Suboptimal time of year for survey / weather dependent / survey restrictions
	Unsuitable time of year for survey