

**Ecology, Sustainability
and Landscape
Architecture solutions
since 1992**

Our Ref: T13948

30 June 2026

St Keyne & Trewidland Parish Council
Trewidland Village Hall
Liskeard
PL14 4ST

Dear Nicky,

RE: Bat surveys for the planning application for the proposed demolition at Trewidland Village Hall

Please find enclosed a quotation to carry out bat surveys on the village hall for the planning application.

CEC is a leading ecological and landscape consultancy in the South West and is a Registered Practice of both CIEEM and LI (Chartered Institute of Ecology & Environmental Management and the Landscape Institute). CEC is also a Certified B Corporation, having gained 129.6 points, showing that CEC is committed to balancing profit with purpose, benefiting people, the planet, and communities while being financially successful.

Summary of costs

A summary of the cost is below:

Tender	Fees (exc. VAT)	Expenses (exc. VAT)	Total (exc. VAT)
T13948 Trewidland Village Hall - Bat Surveys for Planning	£3,150.00	£270.00	£3,420.00

Scope of services

Two emergence surveys at dusk will be carried out on Trewidland Village Hall using four experienced bat surveyors. The surveyors will use bat detectors, thermal and/or infra-red video cameras and illuminators to record emerging bats. The surveys will commence c. 15 minutes before sunset and continue until at least 90 minutes after sunset. Video footage will be reviewed, and bat calls will be analysed following the surveys.

A static bat detector will be placed inside the building during one of the emergence surveys, then collected one week later and the data analysed.

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Cornwall Environmental Consultants Ltd, Five Acres, Allet, Truro, Cornwall, TR4 9DJ

Registered in England & Wales, Company No. 2634834. VAT Registration No. 213 2687 26

The surveys will be carried out during the active bat season (**May to September**) with at least one completed during the optimal survey season (May to August). There will be about 4-6 weeks between the surveys. The quote includes time for travelling to and from the site.

If the surveys determine that a long-eared bat was recorded emerging from site, then the bat droppings would need to be analysed to find out if they were from the common brown long-eared or rare grey long-eared bat species. We have allowed an expense to cover this cost. If this is not required, then this fee (£60) will be removed from the final invoice.

Once the surveys are complete, a pdf report will be provided detailing the results of the surveys and recommendations for mitigation which will be suitable for submission with your planning application.

Where additional work is required beyond the time allowance, scope or remit of this quotation we will inform the client and obtain authorisation in writing before incurring any further costs. Any additional work will be charged to the client at £75/hour.

In Britain all bats are protected under the Conservation of Habitats and Species Regulations 2017 (as amended). Any development or work that affects bats and their habitat may compromise this legal protection. Therefore, a Bat Mitigation Licence may need to be obtained from Natural England before the planned work can lawfully commence. Only a qualified bat ecologist can carry out this work, and our company offers this service.

If this quotation is acceptable subject to the enclosed Terms and Conditions, please confirm your instruction to proceed by completing the Tender Acceptance Record below. Please note we also require a 50% deposit before starting work.

Invoicing

Work will be subject to an initial 50% invoice raised on commission, with the remainder invoiced on completion of the work. Please note that no reports will be issued until the initial 50% invoice is paid.

Yours sincerely

Cathy Shaw MSc BSc(Hons) MCIEEM MRSB
Principal Ecologist

t: 07787 423559

e: cathy.shaw@cecenvironment.co.uk

w: www.cecenvironment.co.uk

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TENDER ACCEPTANCE RECORD

Tender	Fees (exc. VAT)	Expenses (exc. VAT)	Total (exc. VAT)	Tender Prepared by (name)
T13948 Trewidland Village Hall - Bat Surveys for Planning	£3,150.00	£270.00	£3,420.00	Cathy Shaw

If you would like us to proceed with this work, please confirm your instruction in writing by means of name/signature below (PLEASE NOTE, THIS INSTRUCTION MUST BE PROVIDED BY THE PARTY RESPONSIBLE FOR PAYMENT OF INVOICES);

I (print name).....

on behalf of (full company name if applicable)

Position in company (if applicable) , accept the works, fees and expenses outlined in this tender, including the terms and conditions, which have been provided by CEC. If the invoice details (see below) are different to my own, I agree to meet these costs should the invoice default on payment.

Date:

Signature:

To avoid any administrative delays and for CEC to be able to proceed with your instructions, please provide the details below;

Main Contact Person Details

Name	
Job Title	
Company	
Address	
Telephone	

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Email	
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Main Contact Person to arrange access (if applicable and if different from above)

Name	
Job Title	
Company	
Address	
Telephone	
Email	

Invoicee details (if different from main contact person)

Name	
Job Title	
Company	
Address	
Telephone	
Email	

Purchase Order details (if applicable - Please provide PO number, and attach PO.)

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Please provide delivery milestones / deadlines

Is there any other information about this project you think CEC should be aware of?

(For example, need for inductions, accompanied site visits, different contractual arrangements or T&Cs, availability of information)

Thank you for completing this information.

CORNWALL ENVIRONMENTAL CONSULTANTS LIMITED - TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Sections which only apply to consumers are shown in purple. Sections only applicable to businesses are shown in green. All other parts of the contract apply to all parties regardless of their status.

1. DEFINITIONS:

1.1 The following definitions apply in these Terms.

Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

CEC means Cornwall Environmental Consultants Limited (company no. 02634834) whose registered office address is Five Acres, Allet, Truro, Cornwall, TR4 9DJ.

Charges means the charges payable by the Customer for the supply of the Services in accordance with clause 4.

Customer/you means the person or business who purchases the Services from CEC.

Deliverables means the written and/or electronic materials produced by CEC for the Customer as a result of the Services including without limitation reports and surveys.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Services means the services, including the Deliverables, to be supplied by CEC to the Customer as set out in the Quotation or as described in the Website Order Confirmation.

Terms means these terms and conditions on which the Services are supplied to the Customer.

Quotation means the quotation provided by CEC to the Customer in writing or on screen (for online orders) which describes the Services to be provided and the associated Charges.

Website means www.cecenvironment.co.uk as updated from time to time.

Website Order Confirmation means the written confirmation of the Customer's online order made via the Website for the Services issued by CEC to the Customer.

1.2 **Interpretation:** Unless expressly provided otherwise in these Terms, reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted. Any words following the terms including, include, in particular, for example or any similar expression, shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to writing or written includes email but not fax.

2. BASIS OF TERMS AND SUPPLY OF SERVICES

2.1 CEC provides a range of ecology, sustainability and landscape architecture services, to both businesses and consumers. These Terms set out the legal relationship between CEC and the Customer in respect of the provision of the Services. CEC makes its Services available for order via its Website and also by email, telephone, and post. These Terms will indicate any differences which apply in respect of the different ordering mechanisms. Any descriptive matter or advertising issued by CEC, and any descriptions or illustrations contained in CEC's catalogues or brochures or on the Website are for illustrative purposes only. They shall not form part of these Terms or have any contractual force. These Terms apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 If the Customer wishes to make a change to the Services ordered it should contact CEC. CEC will let the Customer know if the change is possible. If it is possible CEC will inform the Customer of any changes to the Charges, the timing of supply or anything else which would be necessary as a result of the Customer's requested change and ask the Customer to confirm whether the Customer wishes to go ahead with the change. If CEC cannot make the change or the consequences of making the change are unacceptable to the Customer, the Customer may want to end the terms in accordance with these Terms.

2.3 Any Quotation given by CEC is only valid for the period of acceptance set out in the Quotation, or if not specified, for a period of 20 Business Days from its date of issue.

2.4 For orders by email, telephone or post, CEC shall issue a Quotation to the Customer on request. The Quotation shall only be deemed to be accepted when the Customer issues written acceptance of the Quotation to CEC at which point and on which date these Terms shall come into existence (**Commencement Date**). Acceptance of the Quotation constitutes an offer by the Customer to purchase Services in accordance with these Terms.

2.5 For online orders made via the Website CEC will provide the Customer with a Quotation for the Services. CEC's acceptance of the Customer's online order for Services will take place when CEC issues a Website Order Confirmation to the Customer, at which point these Terms will come into existence between the CEC and Customer). If CEC has to contact the Customer it will do so by telephone or by writing to the Customer at the email address or postal address provided at the time the Customer submits the order.

2.6 If CEC is unable to accept an order, CEC will inform the Customer of this in writing and will not charge the Customer for the Services. This might be because of

unexpected limits on CEC's resources which CEC could not reasonably plan for, because CEC has identified an error in the Charges or description of the Services or because CEC is unable to meet a delivery deadline for the Services the Customer has specified.

2.7 CEC shall supply the Services to the Customer in accordance with the Quotation and/or Website Order Confirmation in all material respects and shall use reasonable care and skill in providing the Services. CEC shall use all reasonable endeavours to meet any performance dates specified in the Quotation and/or Website Order Confirmation but time shall not be of the essence.

2.8 CEC reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and CEC shall notify the Customer in any such event.

2.9 The Customer acknowledges that CEC has a professional obligation to report to any relevant authorities any activity that is illegal or in contravention of planning conditions.

2.10 CEC will uphold the Codes of Professional Conduct of the Landscape Institute and the Chartered Institute of Ecology and Environmental Management.

3. CUSTOMER'S OBLIGATIONS

3.1 The Customer shall:

- a. ensure that the terms of the Quotation and/or Website Order Confirmation are complete, accurate and adequate for its requirements;
- b. co-operate with CEC in all matters relating to the Services;
- c. prepare and provide CEC, its employees, agents, consultants and subcontractors, with access to its premises, offices and other facilities as reasonably required by CEC;
- d. provide CEC with such information and materials as CEC may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- e. notify CEC of any health and safety issues relating to the premises where CEC will be providing the Services;
- f. obtain and have adequate insurance in place to cover CEC whilst it is on the Customer's premises providing the Services;
- g. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- h. provide all relevant materials and data which will be required by CEC to provide the Services, including but not limited to, ordnance survey base maps and digital topographical survey data and any materials requested in the Quotation;
- i. keep all materials, equipment, documents and other property of CEC (**CEC Materials**) at its premises in safe custody, at its own risk, maintain the CEC Materials in good condition until returned to CEC, and not dispose of or use the CEC Materials other than in accordance with CEC's written instructions or authorisation;
- j. comply with any additional obligations as set out in the Quotation and/or Website Order Confirmation.

- 3.2 If CEC's performance of any of its obligations under these Terms is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**): 4.9
- without limiting or affecting any other right or remedy available to it, CEC shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays CEC's performance of any of its obligations; 4.10
 - CEC shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from CEC's failure or delay to perform any of its obligations as set out in this clause 3; and 4.11
 - the Customer shall reimburse CEC on written demand for any costs or losses sustained or incurred by CEC arising directly or indirectly from the Customer Default including paying for additional staff time required as a result of the Customer Default.

4. CHARGES AND PAYMENT

- 4.1 CEC reserves the right to not provide the final Deliverables to the Customer until the Customer has paid the Charges or any other payment due under these Terms in full. CEC shall be entitled to charge the Customer for any other charges reasonably incurred in connection with the Services over and above the Charges, in accordance with CEC's fee rates set out in the Quotation. 5.
- 4.2 The Charges for the Services shall be set out in the Quotation and for orders made via the Website as set out in the Website Order Confirmation. For Services provided on a time and materials basis, the applicable Charges will be calculated in accordance with CEC's fee rates, as set out in the Quotation. 5.1
- 4.3 CEC shall be entitled to charge the Customer for any expenses reasonably incurred in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by CEC for the performance of the Services, and for the cost of any materials. 5.2
- 4.4 For ongoing work, CEC reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date, in line with the percentage increase in the Retail Prices Index in the preceding 12 month period. The first such increase shall take effect on the first anniversary of the Commencement Date and shall be the latest available figure for the percentage increase in the Retail Prices Index. 5.3
- 4.5 For orders made via the Website, the Customer must make payment of the Charges in full before CEC will start providing the Services. The estimated completion date for the Services will be set out in the Website Order Confirmation. This completion date is an estimate only and is not guaranteed. 5.4
- 4.6 For Services which do not require payment up-front, CEC shall invoice the Customer as set out in the Quotation and the Customer shall pay each invoice submitted by CEC within 30 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by CEC. All amounts due under the Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). All amounts payable by the Customer under these Terms are exclusive of amounts in respect of value added tax chargeable from time to time (VAT) which shall be payable by the Customer. 5.5
- 4.7 If the Customer fails to make a payment due to CEC under the Terms by the due date, then, without limiting CEC's remedies under clause 7, CEC reserves the right to suspend the Services and the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.7 will accrue each day at 4% annually from the due date above the Bank of England's base rate from time to time, but at 4% annually from the due date for any period when that base rate is below 0%. 6.1
- 4.8 If the Customer fails to make a payment due to CEC under the Terms by the due date, then, without limiting CEC's remedies under clause 7, CEC reserves the right to suspend the Services and the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.8 will accrue each day at 8% annually from

the due date above the Bank of England's base rate from time to time, but at 8% annually from the due date for any period when that base rate is below 0%.

If CEC suspends the Services in accordance with clause 4.7 or 4.8, the Customer shall be liable for any consequential delays, disruption or additional costs or liabilities resulting from the suspension.

Should CEC initiate legal proceedings to recover a debt, or pass the debt to a Debt Recovery company, the Customer will be liable for all additional charges, fees, interest and other costs.

CEC takes all reasonable care to ensure that the Charges for the Services advised to the Customer are correct. It is always possible that, despite its best efforts, the Charges as described in the Website Order Confirmation may be incorrectly priced. CEC will normally check the Charges before accepting the Customer's online order and issuing the Website Order Confirmation but if the Charges in the Customer's Website Order Confirmation are higher than the charges stated to the Customer in the Quotation, CEC will contact the Customer for its instructions before CEC accepts the Customer's order and issues the final Website Order Confirmation. If CEC accepts and processes the Customer's online order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Customer as a mispricing, CEC may end these Terms and refund the Customer any sums it has paid.

INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by CEC, unless otherwise agreed in writing by CEC.

Subject to first receiving payment in full of the Charges, CEC grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.

The Customer shall not sub-license, assign or otherwise transfer the rights granted in this clause 5.2. They shall not modify the Deliverables, nor remove CEC's name, logo or any copyright notices from the Deliverables without CEC's prior written permission.

The Customer grants CEC a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to CEC for the duration of the Terms for the purpose of providing the Services to the Customer. The Customer shall indemnify CEC against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by CEC arising out of or in connection with any breach of any third party Intellectual Property Rights by the Customer relating to any materials the Customer provides to CEC. The Customer acknowledges that all ecological data gathered will be shared with the relevant County Biological/Environmental Records Centre. This is a requirement of CIEEM's Code of Conduct and will also be a condition of any protected species survey or mitigation licences. Any such data passed on by CEC will be in the public domain but no personal data (as defined in the Data Protection Act 2018) will be shared.

LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

CEC has obtained insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover CEC has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

- 6.2 References to liability in this clause 6 include every kind of liability arising under or in connection with the Terms including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. Nothing in this clause 6 shall limit the Customer's payment obligations under these Terms.

6.3 The Customer acknowledges that, except as expressly provided in the Terms, CEC shall not be liable to the Customer for any loss or damage arising from the Services.

6.4 CEC does not exclude or limit liability to the Customer for:

- a) fraud or fraudulent misrepresentation;
- b) death or personal injury caused by negligence;
- c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- d) any matter for which it would be unlawful for CEC to exclude liability.

6.5 CEC's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Terms or any collateral contract shall be no more than the amount of Charges in the relevant Quotation issued under these Terms.

6.6 If CEC is providing Services at the Customer's property, CEC will make good any damage to the Customer's property caused by CEC while doing so. However, CEC is not responsible for the cost of repairing any pre-existing faults or damage to the Customer's property that it discovers while providing the Services. CEC will have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.7 If you are a consumer CEC is responsible to the Customer for foreseeable loss and damage caused by CEC. If CEC fails to comply with the Terms, CEC is responsible for loss or damage the Customer suffers that is a foreseeable result of CEC breaking these Terms or CEC failing to use reasonable care and skill, but CEC is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Terms were made, both CEC and Customer knew it might happen, for example, if the Customer discussed it with the CEC during the sales process.

6.8 This clause 6 shall survive termination of these Terms.

7. TERMINATION

7.1 For ongoing work either party may terminate these Terms by giving the other party two weeks' written notice.

7.2 Without affecting any other right or remedy available to it, either party may terminate these Terms with immediate effect by giving written notice to the other party if

- a. the other party commits a material breach of the Terms and (if such a breach is remediable) fails to remedy that breach within seven Business Days of the party being notified in writing to do so;
- b. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business
- c. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Terms has been placed in jeopardy.

7.3 Without affecting any other right or remedy available to it, CEC may suspend the supply of Services under the Terms or terminate these Terms with immediate effect by giving written notice if

- a. the Customer fails to pay any amount due under these Terms on the due date for payment or

b. the Customer becomes subject to any of the events listed in clause 7.2 b) – d), or CEC reasonably believes that the Customer is about to become subject to any of them or

c. CEC reasonably believes that the Customer is about to become subject to any of the events listed in clause 7.2 b) – d).

If you are a consumer the following clauses will apply:

7.4 The Customer has 14 days after the day the Website Order Confirmation is sent to the Customer to cancel the Services to be provided under the Terms. However, once CEC has completed the Services the Customer cannot change its mind, even if this 14 days period is still running. If the Customer changes its mind and cancels the online order after CEC has started providing the Services, the Customer must pay CEC for the Services provided up until the time the Customer notifies CEC that it has changed its mind.

7.5 To end these Terms with CEC, the Customer should let CEC know by doing one of the following:

- a) Telephoning CEC on 01872 245510; or
- b) Emailing CEC at enquiries@cecenvironment.co.uk;
- c) Completing the form attached to these Terms and posting it to CEC at the address in these Terms.

7.6 If the Customer is exercising its right to change its mind CEC may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when the Customer told CEC it had changed its mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Services and these Terms.

7.7 CEC will make any refunds due to the Customer as soon as possible but any refund will be made within 14 days of the Customer telling CEC it has changed its mind.

7.8 CEC may end these Terms if the Customer does not make any payment of the Charges or other charges due under these Terms by the due date and the Customer still does not make payment within 7 days of CEC reminding the Customer that the payment is due, does not, within a reasonable time of CEC asking for it, provide CEC with information that is necessary for CEC to provide the Services or does not, within a reasonable time, allow CEC access to the premises to supply the Services.

7.9 On termination of the Terms the Customer shall immediately pay to CEC all of CEC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, CEC shall submit an invoice, which shall be payable by the Customer immediately on receipt and the Customer shall return all of the CEC Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then CEC may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these Terms.

7.10 Termination of the Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination. Any provision of the Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Terms shall remain in full force and effect.

8. MISCELLANEOUS

8.1 Neither party shall be in breach of the Terms nor liable for delay in performing, or failure to perform, any of its obligations under the Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

8.2 CEC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Terms. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in

8.3 any other manner with any of its rights and obligations under these Terms.

8.4 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Terms it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms. The Customer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms. Except as set out in these Terms, no variation of the Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.5 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms. If any provision or part-provision of these Terms is deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

8.6 Any notice given to a party under or in connection with these Terms shall be in writing and shall be

- a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or the Customer's address as set out in the Quotation or
- b. sent by email to the address specified in the Quotation.

8.7 Any notice shall be deemed to have been received

- a. if delivered by hand, at the time the notice is left at the proper address;
- b. (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- c. (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8.8 Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms.

8.9 The Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

February 2022

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the Terms)

To Cornwall Environmental Consultants

I/We [*] hereby give notice that I/We [*] cancel my/our [*] Terms for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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