Appendix 1: Standard Terms & Conditions

Applicable to all contracts undertaken by Middlemarch Environmental Ltd.

1. **Health & Safety.** The contract is undertaken by Middlemarch Environmental Ltd on the basis that the Client has disclosed to Middlemarch Environmental Ltd any fact or circumstances known to the Client, or which should be known to the Client, which would involve any officer, employee or contractor of Middlemarch Environmental Ltd involved or concerned with the contract in any hazard or hazardous activity. The Client shall indemnify Middlemarch Environmental Ltd and its officers, employees or contractors from and against any losses or damage arising by virtue of such non-disclosure.

2. **Access.** The Client shall be responsible for obtaining all necessary licences, permissions and consents to enable Middlemarch Environmental Ltd to obtain access to sites. If the Employer does not obtain such consents and in consequence Middlemarch Environmental Ltd is unable to obtain access, this fact will be noted and reported back to the Client.

3. **Copyright.** Copyright in all material produced by Middlemarch Environmental Ltd shall be and remain vested with Middlemarch Environmental Ltd, notwithstanding payment in full of all sums due to Middlemarch Environmental Ltd in respect of it.

4. **Data and Information.** Middlemarch Environmental Ltd reserves the right to retain and use any data or information obtained in the course of the contract (other than information disclosed by the Client specifically on a confidential basis) for its own purposes.

5. **Confidentiality.** Unless specifically expressed to be confidential by the Client when providing the relevant information to Middlemarch Environmental Ltd, all information supplied by the Client for the purposes of the contract shall be treated as within the public domain. Where any such information is expressed by the Client to be confidential, Middlemarch Environmental Ltd shall take all practical steps to ensure that the information is communicated only to persons engaged in the preparation and supervision of the contract and that such persons treat the information as confidential. The foregoing restrictions shall not apply to any information that is actually within the public domain or becomes so after it has been disclosed to Middlemarch Environmental Ltd.

6. **Liability.** Middlemarch Environmental Ltd does not accept liability for any loss or damage incurred by the client as a result of disclosure of information regarding a site unless advised that information reported is confidential, as stated in Point 5.

7. **Fees.** The fee payable by the Client for the contract covers only the work that Middlemarch Environmental Ltd undertakes to carry out in relation to the contract in the letter from Middlemarch Environmental Ltd to the Client setting out the basis on which the contract is being carried out. In the event of additional work being required by the Client, this will be charged for as an extra item.

8. **Payment.** Payment shall be made within 30 days of submission of a valid invoice by Middlemarch Environmental Ltd. Any payment not received by this date will be liable to surcharge of 12% per annum of any outstanding debt.

9. **Acceptance of our Proposal includes acceptance of all the above Conditions.**

8. About Middlemarch Environmental Ltd

Middlemarch Environmental Ltd undertakes ecological and biodiversity projects throughout the UK for a wide range of private sector and public sector clients. These projects cover all aspects of the development cycle from initial survey and assessment, through planning and landscape design to implementation of habitat creation and restoration schemes. Completing the circle we develop management plans and prescriptions, carrying out monitoring and research-based projects, and assisting organisations with biodiversity policy, strategy and biodiversity action plans (BAPs). In addition Middlemarch is able to bring its environmental and business understanding to issues such as feasibility studies and initial scoping for projects of all kinds, supporting our strapline of 'creative ecological solutions'.

Our staff's environmental expertise covers the full range of biodiversity and habitat assessments including surveys of flora, fungi, terrestrial and aquatic macro-invertebrates, amphibians and reptiles, fish, birds and mammals. We have expertise in Phase 1 and Phase 2 habitat surveying, habitat assessments and ecological impact assessments, combining desk studies, field work and, where necessary, aerial surveys.

Recent projects of regional or national significance have included:

- The co-ordination of field-based biodiversity assessments for over 1600 sites owned and managed by Severn Trent Water Ltd;
- The development and delivery of site-based Biodiversity Action Plans for Biffa Ltd, and support for its role as Species Champion for the brown hare;
- Appointment as biodiversity master-planners for Land Securities Ltd for their sites in the Thames Gateway in North Kent;
- Strategic work for the Welsh Development Agency to facilitate the sustainable development of business parks;
- Co-ordinating the Building Research Establishment's Environmental Assessment Method (BREEAM) Ecological Assessment for the Association of Wildlife Trust Consultancies (AWTC);
- Development of the 'Biodiversity Benchmark' to enable organisations to assess their impact on the natural environment and demonstrate their commitment to biodiversity. The Benchmark has now been adopted by The Wildlife Trusts as the awarding body.
- Achievement for Severn Trent Water of the CIWEM/RSPB Living Wetland Award for a 140 hectare sewage sludge disposal farm where Middlemarch designed and created a significant area of wet grassland adjacent to the River Trent.

The company is wholly owned by Warwickshire Wildlife Trust, and profits from its activities are passed by Gift Aid to the Trust to fund local conservation projects. Middlemarch Environmental has also established a number of partnership agreements with other Wildlife Trusts, whereby the company acts as an approved supplier of consultancy services and returns donations to their local conservation projects. Middlemarch is also a founder member of the Association of Wildlife Trust Consultancies, a nationwide network of Trust subsidiaries providing UK-wide cover and on the ground staff.

Middlemarch Environmental's quality systems (including Health & Safety) are accredited to ISO9001:2008 and its environmental management system is accredited to ISO 14001:2004. The current certification expires on 23rd February 2011 and a copy of our certificate is available upon request. As a reflection of the company's commitment to Health and Safety, the British Safety Council has awarded Middlemarch Environmental Ltd an International Safety Award 2008. Middlemarch is also an Investor in People, supporting our staff through innovative research links with local Universities, including several Knowledge Transfer Partnerships.

4. Fees

Our proposed fee rate for undertaking this project is based on the information received to date and the scope of works set out in this proposal. Fees will be as follows:

Code for Sustainable Homes Ecological Assessment

Project Activity	Daily Rate £	Fee £
Field Survey and assessment for 13 units, including reporting, project management and quality assurance	-	515.00
	Total	515.00

If required an additional fee of £30 will be charged for completion of the Code for Sustainable Homes Ecology Report Template.

This fee includes the production of 1 no. amendment letter following actions based on our recommendations. Any additional requests to review credits that may be recommended will be charged at £75 for each occasion.

The above fee is inclusive of all expenses but is subject to VAT, which is applicable at the standard rate.

5. Payment Terms

Invoices will be submitted on completion of the contract, or for longer term projects, at the end of each calendar month based on the milestones completed in the period. Payment terms are 30 days from issue of invoice. All other Terms are on our enclosed Standard Terms & Conditions. Accepting our Proposal implies your acceptance of these Terms & Conditions.

6. Project Team

Middlemarch Environmental will ensure that the most appropriate staff are allocated to this project based on the particular skills necessary to deliver the requirements of this commission and the expertise and experience of undertaking similar commissions. In line with our ISO 9001:2008 Quality Management system, all activities will be led by a nominated Project Leader.

The Project Leader for this project will be:

Joscelin Tilley – BREEAM Manager

Full C.V.s of personnel and all staff involved with the project will be provided on request.

7. Insurance

Middlemarch Environmental Ltd carries full insurance for Professional Indemnity (£5M), Public/Products Liability (£5M) and Employers Liability (£5M). Full details and copies of documents are available on request.

1. Project Approach

Middlemarch Environmental Ltd recommends that the following approach is undertaken with respect to this project:

It is proposed that the survey will be carried out in line with Code for Sustainable Homes methodology.

This will include:

- Assessment of the site's ecological value
- Recommendations for protection of existing features
- Ecological enhancement of the site
- Assessment of the species change credits
- Calculation of footprint/floor area ratio

A report will be prepared to collate all data collected and provide a summary of the current position and any need for future action. One hard copy and one electronic copy of this report will be provided to the client.

2. Project Timescales

Work will normally be started within 5 days of receipt of a formal commission from the client.

3. Actions Required from the Client

To enable Middlemarch Environmental Ltd to successfully deliver this project, the following will be required from the client prior to our commencement of the works:

- Plans to be provided as electronic copies (preferred formats are: CAD (dwg/dxf/dwf/dgn) or ESRI shape files. Other acceptable formats are: pdf, jpg, tiff).
- Full access being made available to the site.

In addition, Middlemarch Environmental Ltd understands that the client will ensure that site access does not form a constraint with respect to the survey. This may include a requirement for access to ponds outside of the client's landownership which will be the client's responsibility.

All works will be undertaken with reference to Middlemarch Environmental Ltd Risk Assessments. The client is required to inform Middlemarch Environmental of any particular hazards associated with this site (e.g. contaminated land/asbestos). Any areas deemed unsafe for reasons of health and safety will not be surveyed.

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MIDDLEMARCH ENVIRONMENTAL

Proposal to

Mr S Gamble

for a

Code for Sustainable Homes Ecological Assessment

37-39 Chesswood Road, Worthing, West Sussex

SBMME-106955
February 2010

Principal Contact: Joscelin Tilley – BREEAM Manager

Middlemarch Environmental Ltd

Triumph House, Birmingham Road, Allesley, Coventry CV5 9AZ
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E-mail: admin@middlemarch-environmental.com Web: www.middlemarch-environmental.com

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Peter Devonport

From: Daniel Jenkins [Daniel.Jenkins@ecda.co.uk]
Sent: 17 December 2010 10:55
To: Peter Devonport
Cc: Guy Shaw; Mike Rolf
Subject: FW: Worthing - URC
Attachments: image007.jpg; BRE Acoustic Tests updated 05-08-10.pdf

Pete,

Please find attached information relating to the Monodraught system used at Emmanuel URC. Specific reference to the acoustics are mentioned.

Regards

Dan

Daniel Jenkins
Associate
ECD Architects
energy conscious design

Studio 3 Blue Lion Place, 237 Long Lane, London SE1 4PU

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w: www.ecda.co.uk

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Sustainable Housing AWARDS 2010 FINALIST

AECB

A supporter of

Theexistinghomesalliance

www.existinghomesalliance.org

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(ECDANTISPAM)

From: Andy Taylor [mailto:Andy.Taylor@monodraught.com]
Sent: 15 December 2010 09:50
To: Daniel Jenkins
Cc: Guy Shaw
Subject: RE: Worthing - URC

Daniel,

Further to your e-mail below, please find attached a report from the acoustic testing we carried out on our systems.

We can advise that our systems as installed will provide attenuation of approximately 15dB.

We trust that this information is of assistance to you and assure you of our close attention.

Regards,

Andy Taylor
Contracts Engineer
Monodraught Ltd

Monodraught

Please consider the environment before printing this email

Monodraught Ltd
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From: Daniel Jenkins [mailto:Daniel.Jenkins@ecda.co.uk]
Sent: 13 December 2010 15:38
To: Andy Taylor
Cc: Guy Shaw
Subject: FW: Worthing - URC

Andy,

Further to our conversation, please find below information requested by the planning department relating to your product – i.e. monodraught system to meeting room and foyer/

Monodraught

BRE Acoustic Tests

In January 2005 Monodraught commissioned the BRE to carry out a series of Airborne Acoustic Tests on a range of Monodraught WINDCATHCER® natural ventilation systems with various insulation thicknesses.

A Summary of the Results are shown in the following table:

Test number	$D_{n,e,w}$ (C; C_{tr}) (dB)	Construction Details
9	15 (0;-1)	125 Square WINDCATCHER system – VCD Open
10	30 (-1;-2)	125 Square WINDCATCHER system – VCD Closed
11	26 (-1;-3	125 Square WINDCATCHER system c/w 25mm insulation foam – VCD Open
12	47 (-1;-5)	125 Square WINDCATCHER system c/w 25mm insulation foam – VCD Closed
13	24 (-1;-4)	155 Square WINDCATCHER system c/w 25mm insulation foam – VCD Open
14	39 (-1;-5)	155 Square WINDCATCHER system c/w 25mm insulation foam – VCD Closed
15	31 (-1;-5)	155 Square WINDCATCHER system c/w 50mm insulation foam – VCD Open
16	47 (-2;-7)	155 Square WINDCATCHER system c/w 50mm insulation foam – VCD Closed

Key :
VCD = Volume Control Dampers
Foam is as follows:
25 mm open cell polyurethane foam (28 kg/m^3) lining the trunk, capping and internal airways
OR
50 mm open cell polyurethane foam (28 kg/m^3) lining the trunk, capping and internal airways

Conclusions

It was shown that for a typical classroom served by 1N° Square WINDCATCHER Classic 125 system, or equivalent rectangle of similar cross sectional area, a 15dB reduction in noise transfer was achieved with an unlined system (test 9). With the addition of 25mm of insulation (test 11) the reduction increased by 11dB to 26dB.

Further reductions can be made by increasing the insulation thickness to 50mm, but the system size will need to be increased in size accordingly. It should be noted that 1N° Square WINDCATCHER Classic 155 system with 50mm of insulation achieves 31dB reduction (test 15).