



TERMS AND CONDITIONS

ACCEPTANCE OF A QUOTATION DENOTES ACCEPTANCE OF THESE TERMS AND CONDITIONS.

QUOTATIONS

- All quotations are valid for a total of 30 days from the date of the quotation, unless otherwise detailed in writing by Sangan Island Conservation Ltd.
- After 30 days, prices cannot be guaranteed as fees may have adjusted. Revisions in fees may need to be made if delays in work are the result of an extended timescale. Sangan Island Conservation Ltd will inform the client at the earliest opportunity of any revisions which will affect quotations. Sangan Island Conservation Ltd will not carry out any work until instructed to do so by the client.

PAYMENT

- Invoices are issued once works have been completed, and as reflected by the relevant quotations. **Payments must be paid within 15 days of the date of the invoice.**
- Ongoing works may be issued on a monthly basis, unless previously agreed in writing by Sangan Island Conservation Ltd.
- Payments which remain unpaid after 15 days of the invoice date are subject to a 5% non-payment fee. An additional 5% late payment fee is then added for each subsequent 15-day late period (30 days, 45 days).
- Invoices which remain unpaid after 60 days will be passed to our lawyers for further action.

- Incorrect email addresses or incorrect postal addresses provided by the client do not constitute reason for late/non-payment. The client has the responsibility to ensure that Sangam Island Conservation Ltd has the correct email/postal address to issue payment to.
- Payment must be paid via bank transfer or cheque. Bank details are available on request and are made available on invoices. As an ecology business, Sangam Island Conservation Ltd predominantly issues invoices via email. If this is not appropriate; the client has the responsibility to inform Sangam Island Conservation Ltd of an appropriate method of communication to ensure prompt payment to Sangam Island Conservation Ltd.
- Advance payment for work to be carried out does not mean quicker service; receipt of advance payment does not constitute acceptance of work, and we reserve the right to return payment to the client and decline to accept work if necessary. Decline of work will be justified to the client as appropriate.
- Written reports remain the property of Sangam Island Conservation Ltd until the client has paid for them. As such, reports cannot be used by the client until Sangam Island Conservation Ltd has been paid in full. Any exceptions will be agreed by Sangam Island Conservation Ltd and confirmed in writing.
- By issuing reports, surveys or other work written by Sangam Island Conservation Ltd to a third party (such as the Planning Department), the client has accepted the quality of work and shall not be entitled to any set-off or refund.

GOODS AND EQUIPMENT

- Equipment and materials which are supplied during the agreed works remain the property of Sangam Island Conservation Ltd, until receipt of payment.
- Where work requires equipment belonging to Sangam Island Conservation Ltd to be left on site, for example overnight, or for an extended period of time; the client is responsible for ensuring that no loss or damage of the equipment occurs.
- In the event that loss or damage occurs to equipment, the client will be liable for the cost of repair or replacement.

ADDITIONAL FEES

- Fees payable to Sangam Island Conservation Ltd are detailed in relevant quotations and invoices. In the event of unforeseen works being required, this will be charged for in addition to original quotations/invoices.
- If additional costs are incurred to Sangam Island Conservation Ltd in order to fulfil work, due to errors in specifications, measurements, information provided and plans provided by the client; the client will be required to reimburse the additional expenditure to Sangam Island Conservation Ltd.

- Where additional work is required to be carried out by Sangan Island Conservation Ltd, the client will be charged at the hourly rate relevant to the personnel that Sangan Island Conservation Ltd is required to supply.

CANCELLATION FEE

- A cancellation fee will be charged if a project is cancelled at any stage. Fees due up to the point of the project ceasing will be charged accordingly, as will a 20% administration fee.
- For EclA related surveys, cancellations less than 30 days prior to the proposed start of the first survey date will be subject to a 50% cancellation fee. Cancellations after a first survey will be subject to a 75% cancellation fee, and after the second survey subject to a 100% cancellation fee.

HEALTH AND SAFETY

- Sangan Island Conservation Ltd has a strict Health and Safety policy which all of its staff adhere to at all times.
- The client has the responsibility of ensuring disclosure of any facts or circumstances which should be disclosed to Sangan Island Conservation Ltd which could be considered a health and safety risk.
- The client will ensure that specific health and safety information relating to the area of work which Sangan Island Conservation Ltd will be accessing is passed to Sangan Island Conservation Ltd prior to work commencing.
- The client shall indemnify Sangan Island Conservation Ltd and its employees and contractors against any losses or damages occurring as a result of non-disclosure.

BEHAVIOUR

- The employees of Sangan Island Conservation Ltd have the right to feel safe and secure within their working environment. Abusive behaviour will not be tolerated, and any employee of Sangan Island Conservation Ltd feeling threatened reserves the right to leave a work site immediately.
- Additional fees may be incurred by the client in order to rearrange site visits/works to be carried out.

CONFIDENTIALITY

- Sangan Island Conservation Ltd expresses confidentiality to the client for any ongoing work, if the need for confidentiality is explicitly expressed by the client or their agent.

- The client accepts that confidentiality will need to be breached in circumstances where Sangan Island Conservation Ltd has reason/proof that the client has acted outside the confines of the law, or when there is a public safety concern.
- Confidentiality is maintained in accordance with current, local laws. Clients must be aware that due to the nature of the works carried out, personal data (such as address, geographical location and client name) are subject to be shared with the States of Jersey Environment Department and the Jersey Biodiversity Record Centre (local record centre). (The Jersey Biodiversity Record Centre is only given grid coordinates from where samples have been collected.) This sharing of data is necessary to complete ecological surveys within the confines of the law.
- Clients must be aware that once reports are submitted to the States of Jersey Environment Department, and consequently the States of Jersey Planning Department, information is within the public domain, and data is available in accordance with laws applicable to these departments and processes.
- All data information is kept by Sangan Island Conservation Ltd as per the GDPR (2018) law. (The GDPR, 2018 law comes into force in May of 2018. Until this point, the Data Protection (Jersey) 2005 law is being adhered too.
- Clients should note that local record centres and genetic analysis facilities use collected ecological data to produce information relevant to reports produced by Sangan Island Conservation Ltd. As such, any data passed to Local Record Centres or Genetic Analysis Facilities will be considered to be in the public domain.

LIABILITY

- Sangan Island Conservation Ltd does not accept liability for any damage or loss incurred by the client as a result of disclosure of information.
- Sangan Island Conservation Ltd does not accept any liability for losses which occur after work carried out by Sangan Island Conservation Ltd has been completed.
- Employees of Sangan Island Conservation Ltd have a professional obligation to report any illegal activity which breaches local wildlife laws to the Environment Department and the police.

ACCESS

- The client is responsible for ensuring that access to properties, and permissions to access the properties, has been arranged prior to work being commenced.
- Should Sangan Island Conservation Ltd attend a property for scheduled works and the property is inaccessible, the client will be charged for the time that Sangan Island Conservation Ltd were on site and will have their work rescheduled as appropriate.

HOURS OF BUSINESS

- Hours of business vary throughout the year, dependant on the ecological surveying calendar. Unless previously agreed, Sangam Island Conservation Ltd does not work weekends, and will not respond to voice calls or emails on weekends, bank holidays, or after 4pm weekdays.
- The company closes annually for 2 weeks over the Christmas and New Year period.
- Should work be required to be carried out over a weekend, an additional rate will be incurred. This surcharge is not applicable to surveys which are commenced on a Friday night and finish on a Saturday morning.
- Emergency contact details will be given to clients as seen appropriate by Sangam Island Conservation Ltd.

AGENTS

- Agents of clients are anyone instructing Sangam Island Conservation Ltd to carry out work on another party's behalf, for example, an architect or relative.
- In the event that work is instructed by an agent, the agent is responsible for adhering to these terms and conditions, and will be viewed as 'the client.'
- Agents should discuss at the outset issues such as payment arrangements, access and liability with Sangam Island Conservation Ltd so as to ensure efficient provision of service.

COMMITMENT TO THE ENVIRONMENT

- As an ecology and conservation firm, Sangam Island Conservation Ltd aim to reduce our impact on the environment as much as possible. As such, all reports are provided to the client electronically via email. Hard copies are available on request and for an additional fee. The client is responsible for ensuring that the email address provided to Sangam Island Conservation Ltd is correct. Sangam Island Conservation Ltd will not be responsible for delays in projects due to incorrect email address(es) being provided.

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SANGAM ISLAND CONSERVATION LTD RESERVES THE RIGHT TO AMEND THESE TERMS AND CONDITIONS AT ANY POINT.