FLOOD RISK ASSESSMENT

Quotation

Site Address

57 Burr Lane,
Shalbourne,
Marlborough,
SN8 3PS

Client

Mrs Kathy Withers

Date

14/08/2023



Date: 14/08/2023

Dear Kathy,

RE: Flood Risk Assessment Quotation
Site Address: 57 Burr Lane, Shalbourne, Marlborough, SN8 3PS

Thank you for the opportunity to quote for Flood Risk Assessment (FRA) works at the above site.

I understand that the FRA is required to support a planning application to convert the existing garage into an annexe, and for an extension to connect the annexe to the existing main dwelling, at the address above.

As the site is in Flood Zone 2/3, EA standing advice requires that you must carry out an FRA for the development.

Please find below details of our specification and costs.

Scope of Work

An FRA requires an assessment of both the flood risk to the site and risk posed from the proposed development to the surrounding area and the recommendation of measures to mitigate the impacts of the development where necessary.

In order to meet your requirements, we would recommend the following works are carried out:

- Liaison with the EA and the relevant Planning Authority to obtain and analyse detailed information on previous flood events and modelled flood levels where available;
- A detailed assessment of flood risk to the site in relation to fluvial, tidal, surface water, groundwater and artificial flooding sources;
- A prediction of the flood risk to the proposed development and the risks of flooding to the local area;

STM Environmental Consultants Limited
Registered in England & Wales, Company Registration No: 4575523
Tel: +44 (0)845 303 9434 Fax: +44 (0)845 303 9435
Address: Unit 6 Crane Mews, 32 Gould Road, London TW2 6RS
Web: www.stmenvironmental.co.uk
Email: info@stmenvironmental.co.uk

- A preliminary assessment of the proposed developments impact on local flood risk.

Delivery for the study will include a final report written to address the specifications outlined in the National Planning Policy Framework (NPPF), and will include the following information:

- A clear assessment of the likelihood and extent of potential flooding on site and within the surrounding area;
- A summary of any existing information/history of flooding on the site;
- Details of any existing flood alleviation measures which may act to protect the site;
- Recommendations for resilience and management measures which may act to reduce the risk of flooding to the proposed development.
- Preliminary recommendations for suitable Surface Water Management Measures (SuDS). Please note, the report will not include the full site surface drainage (SUDS) strategy;
- Recommendations for safe egress (i.e. evacuation routes) in times of emergency.

Costs

The cost for standard turnaround is £700 plus V.A.T.

This quote includes up to 2 hours of pre/post-submission liaison with yourself, the Local Authority and the Environment Agency.

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Exclusions

For clarification, please note that the above fee is exclusive of the following services as they are not considered necessary. We can provide a separate quotation if any of these services are required.

- Disbursements (printing & postage (will use electronic transfer);
- Acquiring external data/records;
- Site visit or topographical survey (not necessarily required in this instance);
- Meetings.

Timescales – Turnaround Times

As the site is in Flood Zone 2/3, we need to request modelled flood data from the Environment Agency (EA) in order to finalise the FRA. We have today, sent off the data request. The EA normally has a statutory 20 working day turn-around time for data requests. In order to expedite the process, we have today ordered the report from the EA.

Therefore, assuming the timely receipt of your instruction, we would aim to deliver the draft version of the report to you within 5 – 10 days of receipt the data from the EA. Please note that we do not accept any responsibility for delays by the EA.

Terms and Conditions

I would like use to draw your attention to our standard terms and conditions for undertaking this work which are attached at the end of this letter. Please read them carefully. By accepting this quotation, you are also accepting these terms and conditions.

Payment

We are able to commence the assessment upon payment of the full amount plus VAT (i.e. £840) into our account using the details below. **Please quote your name and the address of the site as the reference for the payment.** Please let us know when the payment has been made by email (info@stmenvironmental.co.uk).

Bank: National Westminster
Account name: STM Environmental Consultants Limited
Account number: 17862515
Sort code: 60 24 77

Why Choose STM?

Established for more than 20 years, we have private and public sector Clients who rely on us to deliver their projects on time and within budget. As our Clients are a blend of very small and large companies and individuals, we recognise that one size does not fit all and try to tailor our solutions accordingly.

We strive to provide a service that is exceptional in quality and second to none. Our staff have a wealth of experience of working in and with regulatory authorities which will help to ensure your project gets through the planning permission phase quickly.

As a small company we are reactive and adaptable to your needs. We recognise that good communication is a key part of the service and therefore ensure that you are kept informed of progress of your project at all times.

I trust that this quotation meets with your approval and look forward to hearing from you. Please do not hesitate to contact me using the contact details given below should you require any further information or wish to discuss.

Yours faithfully,

Rebecca Andrew (MSci)
Environmental Consultant
Email : rebecca@stmenvironmental.co.uk
Tel : 07900 448 053

TERMS AND CONDITIONS FOR USE OF STM ENVIRONMENTAL CONSULTANTS LTD SERVICES

DEFINITIONS

"Consultant" means STM Environmental Ltd, its employees, agents and consultants.
"Client" means the party with whom this Agreement is made upon the acceptance of the proposal.
"Proposal" means the documents outlining Consultant's proposed Services to be performed for The Client and giving an estimate of the costs for undertaking the works with all attachments and amendments.
"Works and Services" and "Scope of Works" means those specific tasks undertaken by Consultant and detailed within Proposal, and any additional tasks subsequently agreed between Consultant and Client.
"Site" refers to the property, land or area on which the study is to be completed.
In these conditions, unless the context requires otherwise, any references to the singular includes the plural (and vice versa).

These terms of contract will be deemed to have been accepted by Client upon instruction to Consultant by Client to proceed with the services detailed in Proposal.

PROPOSAL

STM Environmental Consultants Ltd, hereinafter referred to as Consultant, proposes to perform the services for **Mrs Kathy Withers,** hereinafter referred to as Client, at the fees and costs set forth in the attached Quotation entitled **Flood Risk Assessment Quotation** at 57 Burr Lane, Shalbourne, Marlborough, SN8 3PS dated **14/08/2023**.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, including any Supplemental Terms and Conditions, are incorporated by reference into the Proposal (including any separately attached Proposal) of Consultant, for the performance of the Works and Services described in the Scope of Works for the benefit of Client, and together shall constitute the Agreement between Consultant and Client under which the Work and Services are to be performed by Consultant for Client.

SECTION 1: SCOPE OF WORK

a. The Scope of Work shall include all services provided by Consultant which are reasonably necessary and appropriate for the effective and prompt fulfilment of Consultant's obligations under the Agreement.

b. It is understood that the Scope of Work defined in the Proposal is based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Work may change, even as the work is in progress. In addition, Client may request additional services which will constitute a change in Scope of Work. When a change in the Scope of Work is necessary, a written amendment to the Agreement shall be executed by Client and Consultant prior to Consultant commencing the change in the work or

services. If Consultant believes an immediate change is necessary to protect human health or the environment, a written amendment incorporating the change shall be made as soon as is practicable, and Client's consent to such amendments shall not be unreasonably withheld.

c. Consultant shall obtain and maintain all permits, licenses or other approvals necessary to perform the Scope of Work, and upon request shall furnish copies of the same to Client.

d. In all matters relating to the performance of this Agreement, Consultant is and shall remain an independent contractor.

e. Client acknowledges that consultant's services require decisions, which are based upon judgement rather than scientific certainties, and that there exist inherent risks associated with the assessment of flood risk to Sites. Consultant's recommendations and conclusions are subject to modifications due to changes in Site conditions or regulations which may occur after the Services have been performed or during the performance of the services.

SECTION 2: STANDARD OF CARE

Consultant represents and warrants that it possesses the training, education, experience, skill, competence, and resources needed to properly perform the Scope of Work set forth in the Agreement. Consultant further represents and warrants that the work and services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of consultant's profession currently practicing in the United Kingdom. No other representation, warranty, or guarantee, express or implied, is intended.

SECTION 3: RIGHT OF ENTRY

a. If the services to be performed under the Scope of Work are to be performed on property controlled by Client, Client hereby grants Consultant and its subcontractors the right to enter from time to time in order for Consultant to fulfil the Scope of Work.

SECTION 4: REPORTS AND OWNERSHIP OF DOCUMENTS

a. Unless otherwise specifically provided, all drawings, reports, calculations, computer data and other documents ("the Documents") prepared or provided by Consultant in the course of providing the Services and ownership of them and of copyright and all other rights in them shall remain vested in Consultant. Client shall have a license to use and copy such documents solely for the purposes outlined in the proposal. Consultant shall furnish a digital copy of the report required by the Proposal to Client. Additional copies shall be furnished at the rates specified in the Proposal.

b. Consultant shall treat its performance of the Scope of Work and all information generated in the performance of the Scope of Work, whether the property of Client or Consultant, as confidential, and shall not release such information to any governmental agency or third party without the written consent of Client, unless the release of such information is necessary to prevent injury to individuals or the environment.

c. Consultant shall not publicize the performance of the Scope of Work for Client in any sales brochure, resume of work, or reference list without Client's written consent.

d. Unless set forth as part of the Scope of Work or otherwise required by law, Consultant does not assume any obligation to and shall not report the results of its sampling, investigation, or analysis to any governmental authority or third party. Determining the need to report and the report of any hazardous substance or condition discovered as a result of Consultant's performance of the Scope of Work shall be the obligation of Client.

SECTION 5: INFORMATION TO BE SUPPLIED BY CLIENT

a. Client shall supply to Consultant without charge and within a reasonable time all necessary and relevant data and information in the possession of Client and shall give such assistance as shall reasonably be required in the performance of the Services.

b. Client shall provide to Consultant any information in Client's possession regarding the existence of hazardous materials or wastes at or under the Site, and all pertinent documents regarding handling practices, environmental permits, records of compliance or non-compliance, or other matters affecting the performance of the Services.

c. Consultant will not be responsible for damages, claims or liabilities resulting from inaccurate or incomplete documents or information provided by Client.

d. Consultant acknowledges that Client may not be the Site owner or operator and therefore may need to request all necessary and relevant data and information from a third party. All such data and information is deemed to be supplied directly from Client for the purpose of this Agreement.

SECTION 6: FORCE MAJEURE

a. Client shall not hold Consultant liable for delays or failures caused by circumstances beyond Consultant's reasonable control, including without limitation, acts of God, acts and/or omissions of national, regional and/or local governmental authorities and regulatory agencies, storms, floods, epidemics, strikes, riots, civil unrest, and war. For delays caused by Client or circumstances beyond the reasonable control of Consultant, Consultant shall be given a reasonable time extension.

SECTION 7: INSURANCE

Consultant maintains general liability insurance and will endeavour to maintain professional indemnity insurance with a reputable insurer in an amount not less than £1,000,000, provided such insurance is available at commercially reasonable rates. Such professional indemnity cover will be in the aggregate for all claims made within the policy year.

SECTION 8: LIMITATION OF PROFESSIONAL LIABILITY

a. Client acknowledges that Consultant's Services as described in the Proposal will be performed solely for the use of Client and to the standards outlined in Conditions above and will not be disclosed or used or relied upon in any way by any third party unless stated otherwise in the Proposal. No warranty, indemnity or guarantee either expressed or implied, is given or intended by Consultant in either this Agreement or in Consultant's report(s).

b. Consultant's aggregate liability to Client arising out of the performance of Services for injury, loss or damages, whether in contract or otherwise, is limited to the fees paid under this Agreement. Consultant shall not be liable for delays, loss of profits, incidental or consequential damages of any type.

c. Client acknowledges that the findings and recommendations of Consultant relate only to the Conditions at the site at the time Consultant undertakes the Services.

d. Client acknowledges that it will place no reliance on information, data or any other matter other than that contained within a final report prepared and provided by Consultant, and Client acknowledges that Consultant has no liability for any loss, damage or injury caused by Client's reliance upon information, data or other matters not so presented to Client.

SECTION 9: TERMINATION

a. Client or Consultant may immediately terminate this Agreement for breach of this Agreement or when it is determined that the work or services being performed is contrary to existing law.

b. Client may terminate this Agreement for any reason. In the event of such termination for convenience, Client shall give Consultant seven (7) calendar days' notice of the effective date of termination.

c. Consultant shall promptly render to Client a final invoice and Client shall pay Consultant for services rendered and costs incurred up to the effective date of termination, unless the termination was by Client for breach of Consultant's obligations under the Agreement (cause) and a dispute exists as to amounts due Consultant. If the termination is by Client in the absence of a breach (without cause), Consultant may include the reasonable costs of demobilizing, modifying schedules and reassigning personnel. Upon such termination, Consultant shall deliver to Client all reports and documents pertaining to services performed up to termination.

SECTION 12: SEVERABILITY

Any provision of this Agreement later held to be unenforceable shall be deemed void, but all remaining provisions shall continue in force and shall be construed as a whole.

SECTION 13: CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the United Kingdom.

SECTION 14: NOTICES

Any notice required or permitted by the Agreement shall be deemed duly given if sent in writing, certified or registered mail with return receipt requested to the following addressees and the following addresses: