APPENDIX B

Waste Recover Plan and Confirmation Letter

Waste Recovery Plan for Land at Horwich Moor Farm Matchmoor Lane, Horwich, Bolton BL6 6PR. Grid reference SD 66562 11793

On behalf of Tracy Miller and David Boardman

Introduction

This Waste Recovery Plan (WRP) is being produced to support an application for an environmental waste permit to enable inert waste to be used in a deposit for recovery operation(specifically the reclamation, restoration and improvement of land) to enable the land's future use for agriculture and forestry, in accordance with a SR2015No.39 or similar bespoke permit.

1. Situation

The land is a 3.5hectare section of Horwich Moor and constitutes approximately one third of the land comprising of Horwich Moor Farm, Grid reference SD 66562 11793 and is shown on the location plan in Appendix 1.

2. Previous history

The small holding was acquired by the applicant approximately 15 years ago with a view to returning the land to agriculture, the applicant having a family history of farming in the locality for over 150 years. In the 1960's the land was quarried for stone for the construction of the nearby M61 and was never fully restored after quarrying ceased approximately 50 years ago.

The importation of inert fill and subsoil will serve two purposes:-
i) to raise the level of the land to road level and hence reduce water run- off from the hillside above infiltrating the site. (Prior to stone quarrying taking place the field level was higher with better drainage than it now has).
ii) Improve the quality of the growing medium- during the stone quarrying period sub and top soils were also removed.

The applicant has gradually been improving the adjacent land and associated farm buildings over the last few years as finances allowed, and as suitable restoration materials became available .They have obtained planning permissions and an environmental permit in order to do so. Please see Appendix 2 for details of these previous permissions.

Other planning permissions have been granted relating to the construction of farm buildings and dwellings but do not relate to the importation of materials for land restoration.

The most recent planning permission 00176/17 was granted in May 2017 and allows for the importation of sub soils and inert materials to a depth of 1metre across the 3.5 hectare site. Please see Appendix 3.

Environmental Waste Permit WML101639 (EPR/HP3092LC) was issued in July 2010 (SR 2010No.9) for the reclamation/improvement of a strip of land to the east of the farm/track.
This was varied in October 2011 to increase the permitted area to cover land to the north and west of initial permitted area. The permitted area was adjacent to that covered by this current application.

An audit undertaken jointly between the Environment Agency and Bolton Bolton MBC (Environmental Planning) departments on 16th Nov 2010 found no non- compliances with the environmental permit (CAR reference A/101116/101639)

The permit was surrendered in March 2017 following the acceptance of the surrender report which demonstrated a satisfactory level of restoration.

3. Current land use

The land associated with this application is rough upland pasture with little or no sub or top soil and is infested with Junkus(rushes) .Please see photos in Appendix 4.
In the 1960's the land was quarried for stone for the construction of the nearby M61 and was never fully restored after quarrying ceased approximately 50 years ago.

It is unusable in its current state for livestock grazing, agriculture or forestry due to the lack of adequate sub and top soils and poor drainage.

The previous phases of the operation (adjacent fields) have been restored and re-seeded and are regenerated with healthy grass clover sward and support grazing livestock.

4. Evidence of a "waste recovery" operation

Environmental Waste Permit WML101639 (for the land adjacent to this current application) was issued following the receipt and acceptance of a Waste Recovery Plan which demonstrated through the response to the 5 specific questions of the then current guidance (RGS No.EPR13) that the activity was a recovery not a disposal activity i.e

1. Is there a clear benefit from the activity?
2. Is the recovered waste material suitable for its intended use?
3. Is the minimum amount of waste being used to achieve the intended benefit?
4. Is the waste being used as a substitute for non-waste?
5. Will the proposal be completed to an appropriate standard?

This current application is able to demonstrate that the answer would be "yes" to the above recovery test questions.

However in 2017 Environmental Agency revised it's guidance on defining waste recovery to include a requirement to show that if an applicant couldn't use a waste material, they would do the work anyway, to get the same outcome, using non waste materials.

5. Financial gain by using non-waste materials: evidence

It is calculated that 35,000 cubic metres of material is required to raise the 3.5 hectares by 1metre. It is extremely difficult to obtain a quote for "non waste" subsoil /inert infill, however an estimate/quote figure of [redacted] per tonne has been obtained for a ¾ inch clay/stone/subsoil product from a local haulage company. (See Appendix 6). This would equate to a cost of [redacted] should infill material have to be bought in (using a conversion factor of 1.5.-see section 8 below)

Other costs include surface preparation (loosening, ripping and stone picking), post emplacement soil analysis, and post emplacement grass seeding and fertilising to form a stable surface- as described in the Agricultural Benefit Statement March 2018 (Appendix 11 and 11a)

The applicant has established that importation of 1metre of inert material and subsoils would enable the parcel of land to be used to grow Christmas trees on a commercial scale.

Currently the land has inadequate soil, and poor drainage, as full restoration was not undertaken when the underlying stone was quarried in the 1960's.

The applicant has established that no change of planning permission is required as
Section 55 of the Town and Country Planning Act 1990 states:

(2)The following operations or uses of land shall not be taken for the purposes of this Act to involve *development* of the land—
….
(e)the use of any land for the purposes of agriculture or forestry (including afforestation) and the use for any of those purposes of any building occupied together with land so used;

Section 57 of the same act makes it plain that planning permission is required for the carrying out of *development* on land. If there is no development there is no need for specific planning permission.

Appendix 5 of this Waste Recovery Plan set out the estimated costings for this project, and projected income. Appendix 5 V2 Summary (March 2018) includes the additional costings identified in the Agricultural Benefit Statement.

The figures used are conservative (ie the costings could be considerably less for the purchase of tree saplings for a lower quality product), and the income could be considerably higher (ie a higher growth and sales rate could be achieved) but for the purposes of this plan, an underestimation has been used to show that the scheme would still be viable should infill material have to be purchased.

Taking all costs into consideration it is calculated that the scheme would still be viable if infill material had to be purchased, as the Christmas tree growing scheme could still generate a profit of [redacted]

6. Evidence the waste is suitable

The following waste types are required to support this application. The majority of waste required is subsoil (70%) with inert materials such as rubble and bricks to be used as drainage medium and for access tracks (20%), with a final 10% being top soil.

Table 6.1

Waste Types to be accepted				
Source	Sub source	Waste Code	Description	Additional restrictions
01 Waste resulting from exploration, mining, quarrying and physical and chemical treatment of minerals	01 01 wastes from mineral excavation	01 01 02	Wastes from mineral nonmetalliferous excavation	Restricted to waste overburden and interburden only. **For access tracks and site drainage only**
	01 04 wastes from physical and chemical processing of non-metalliferous minerals	01 04 08	Waste gravel and crushed rocks other than those mentioned in 01 04 06	**For access tracks and site drainage only**
		01 04 09	Waste sand and clays	
10 Wastes from thermal processes	10 12 wastes from manufacture of ceramic goods, bricks, tiles and construction products	10 12 08	Waste ceramics, bricks, tiles and construction products (after thermal processing)	**For access tracks and site drainage only**
	10 13 waste from manufacture of cement, lime and plaster and articles and products made from them	10 13 14	Waste concrete	**For access tracks and site drainage only**
Waste Types to be accepted				

Source	Sub source	Waste Code	Description	Additional restrictions
17 Construction and demolition wastes	17 01 concrete, bricks, tiles and ceramics	17 01 01	Concrete	**For access tracks and site drainage only**
		17 01 02	Bricks	
		17 01 03	Tiles and ceramics	
		17 01 07	Mixtures of concrete, bricks, tiles and ceramics other than those mentioned in 17 01 06	Metal from reinforced concrete must have been removed **For access tracks and site drainage only**
	17 05 soil stones and dredging spoil	17 05 04	Soil and stones other than those mentioned in 17 05 03	Restricted to topsoil, peat, subsoil and stones only
19 Wastes from waste management facilities	19 12 wastes from the mechanical treatment of waste (for example sorting, crushing, compacting, pelletising) not otherwise specified	19 12 09	Minerals (for example sand, stones) only	Restricted to wastes from treatment of waste aggregates that are otherwise naturally occurring minerals. Does not include fines from treatment of any non-hazardous waste or gypsum from recovered plasterboard **For access tracks and site drainage only**
		19 12 12	Other wastes (including mixtures of materials) from mechanical treatment of wastes other than those mentioned in 19 12 11	Restricted to crushed bricks, tiles, concrete and ceramics only. Metal from reinforced concrete must be removed. Does not include fines from treatment of any non-hazardous waste or gypsum from recovered plasterboard. **For access tracks and site drainage only**
20 Municipal wastes (household waste and similar commercial, industrial and institutional wastes) including separately collected fractions	20 02 garden and park wastes	20 02 02	Soil and stones	Restricted to topsoil, peat, subsoil and stones only

Depth of soil required

Various publications provide guidance on suitable sub soil and top soil depths for trees- they take into account soil type, tree variety and in some cases gradient of slope, exposure to wind and underlying strata (or in the case of industrial land restoration schemes the underlying land use – eg landfills and quarries)

The Forestry Commission document "The Influence of Soils and Species on
Tree Root Depth" in Table 1 indicates that for several fir and pine tree species the likely root depth (and hence required depth of soil) lies between 0.5 and 2 metres (see link below)
https://www.forestry.gov.uk/pdf/fcin078.pdf/$file/fcin078.pdf

The article also identifies that organic rich soils (eg top soils) are not recommended at depth for tree root formation. However, Forest Research Best Practice Guidance For Land Regeneration Note 5, identifies on page 6 that "Topsoil cover is recommended for all soils but is not essential for those with a moderate to high clay content. Topsoil will, however, be required over nutrient-poor or unstable / erodible subsoil materials".
https://www.forestry.gov.uk/pdf/LRU_BPG05.pdf/$FILE/LRU_BPG05.pdf

The article refers on page 5 to research undertaken by Dobson and Moffatt 1993
https://www.forestry.gov.uk/pdf/FR_Doick_Landfill_Establishment.pdf/$FILE/FR_Doick_Landfill_Establishment.pdf
which states in its summary:-
"At least 1 metre of soil cover is required to enable sustainable growth to be maintained for trees of age up to 10 years. In droughty areas or in soils with low moisture-holding capacity, a greater soil cover depth is likely to be required to support the moisture demands of mature trees."

The MAFF Code of Good Agricultural Practice for the Protection of Soil "the Soil Code" identifies in section 6 "Restoring Disturbed soils" in paragraphs 194 to 196 the requirement for drainage within sub soils, for all crops grown in disturbed soils.

The applicant believes that these guidance and research documents demonstrate that drainage materials, sub soils and top soils are required for this restoration project and that an overall depth of 1 metre is reasonable.

In March 2018 an Agricultural Benefit Statement was undertaken by LDC Ltd which is included in the document as Appendix 11. This report, undertaken following a site visit, soil sampling and analysis supports the conclusion that the import and placement of Soil Forming Material(SFM) over the site at a depth of 1m will provide a number of agricultural and ecological benefits, the primary one being a general improvement in physical, chemical, physical and or biological properties of existing soils and that it is the author's conclusion that agricultural and ecological benefits will accrue from the waste recovery

activities proposed and that these are consistent with the principles of both sustainability and the current Regulatory and Environmental Framework.

7. Purpose of the work

The purpose of the scheme is for the reclamation, restoration and improvement of land to enable the land's future use for agriculture, horticulture or forestry.

The land is currently unable to sustain livestock grazing or crops due to the poor quality and depth of soil and poor site drainage, as a result of no restoration taking place following previous stone quarrying activity in the 1960's.

The site has a wide covering of *Juncus* rushes-associated with the poorly drained soils of low pH (infestations of *Juncus* often arise in disturbed areas of pasture or where the sward is weak)

Please see photos in Appendix 4 of the land in its current state and Appendix 10 showing poor soil profiles at 5 points across the site - with depth of soil only a few centimetres above clay and rock.

The applicant's aim is to increase the commercial viability of their farm by improving the quality of 3.5hectares of currently unusable land within the curtilage of the farm.

The importation of inert fill and subsoil will serve two purposes:-

i) to raise the level of the land and hence reduce water run- off from the hillside above infiltrating the site. Prior to stone quarrying taking place, the original field level was higher than the public road which runs along the north west boundary of the site, and was not water logged as it is currently.

ii) Improve the quality of the growing medium- during the stone quarrying period sub and top soils were also removed.

The applicant has established that importation of 1metre of inert material and subsoils would enable the parcel of land to be used to grow Christmas trees on a commercial scale. Currently the land has almost no subsoil or top soil, and poor drainage as no restoration was undertaken when the underlying stone was quarried in the 1960's.

Although Christmas trees saplings are tolerant of a wide range of soil types, very acidic, chalky soils, heavy clay or sandy soils should be avoided. Trees grown in very poor soil will not grow to be the size and quality enabling them to be sold either wholesale or retail, conversely land should not be too fertile (to avoid becoming "leggy" from too fast growth).

They will not tolerate water logged soil of any soil type, so field drains will be required in the fill material. Land drains will be emplaced as per the surface

water scheme approved by the Local Authority and undertaken by the applicant.

A depth of 1 metre is sufficient to support the growth of good quality Christmas trees at
a generous spacing of 1.2 x 1.2m (Please see “Notes on growing Christmas trees” a copy of which is included in Appendix 5) http://treesplease.co.uk/wp-content/uploads/2015/10/Trees-Please-Christmas-Tree-Advice.pdf and email advice from Yorkshire Christmas Tree Sales ,also included in Appendix 5.

Nordman Fir (Caucasian Fir) seedlings (a non drop variety of tree)are more expensive to
buy than traditional Norway Spruce seedlings but currently account for 90% of the retail market and attract a high purchase price. Grown correctly they have an 85% growth success rate when grown from 2+2 year old seedlings (after 2 years the nursery trim the tap root to encourage lower branch growth the generate the desired bushy shape, selling the trees for planting 2 years later). Harvesting of these trees can then take place after approximately 6 years depending on size required.
http://treesplease.co.uk/wp-content/uploads/2015/10/Trees-Please-Christmas-Tree-Advice.pd

Appendix 5 includes details of items of expenditure, costings and projected income from this project. Appendix V2 gives a summary of revised costing taking into account the additional expenses identified in the Agricultural Benefit statement

Appendix 6 includes a quote for infilling material

Appendix 7 includes an extract from the supplementary information submitted to Bolton Council’s planning department as part of the planning application. It gives a clear indication of the genuine intention of the applicant to reinstate the land to enable the management of a reasonable sized agricultural holding.

8. Quantity of waste used

A total of 35,000 cubic metres of inert waste will be imported to enable a 1metre depth of fill across the 3.5 hectare site. Please see Appendix 8 Cross Sectional Drawings approved as part of planning application PP 00176/17.

Conversion factors

Brick/rubble 1m3 = 1.8t to 2.2t	2.00 (average)
Sand 1m3 =	1.28 tonnes
Top soil 1m3 =	1.44 tonnes
Clay 1m3 =	1.60 tonnes
Loam 1m3 =	1.28 tonnes
	7.60

7.60/5= 1.52

Average conversion factor m^3 to tonnes = 1.5

35,000 cubic metres x 1.5 = 52,500 tonnes

Please see sections 6 and 7 above for justification of depth of fill and hence requirement for 52,500 tonnes.

9. Meeting quality standards

9.1. Only uncontaminated soils, subsoils and inert fill will be imported. Records to demonstrate that the imported materials are safe for deposition in respect of the proposed end use of grazing/agriculture/ forestry and to prevent contamination of ground waters in the area will be kept on site. These will include pre-acceptance sampling and testing data.

9.2. Duty of care transfer notes will be kept on site for all waste imported.

9.3. The Environmental Management System will contain a Waste Acceptance Procedure detailing the:-
Pre-acceptance data checks.
Checks made by waste carrier drivers at the point of production
On site visual checks on arrival and deposit
Rejected loads- procedure and record keeping
Procedure and record keeping of any non compliant wastes stored in the quarantine area.

Please see Appendix 9 Draft Waste Acceptance Procedure for further details

9.4. Impact on Water Quality
The site is not in a Groundwater Vulnerable zone, nor in a NVZ and there are no local water abstraction points. No objections were raised by the Environment Agency regarding this proposal at planning application stage.

9.5. A flood risk assessment has been undertaken which identified that the site falls within Flood Risk Zone 1 (lowest risk).

9.6. Standards for emplacement.
Incoming material will be emplaced in accordance with the recommendations of the Agricultural Benefit Statement dated March 2018,namely a single placement technique will be used for soils which will involve the laying of suitable soil forming materials sequentially as described below:-

- The site reinstatement strategy will follow the recommendations of Defra's Soil Code (Protecting our Soil, Water and Air 2009), Defra guidance Land use planning - Good practice guide for handling soils (2000) and Construction Code of Practice for the Sustainable Use of Soils on Construction Sites (2009). Adoption of these practices will mitigate the impact on soil resources and shorten the period of recovery after reinstatement

- Operations of soil placement and loosening will be undertaken in the driest practicable conditions and generally between April and September.

- Soil Forming Material(SFM) and imported soils are to be laid to final contours using appropriate equipment. e.g. shovel, dump truck and low ground pressure dozer. Soils placement will be in loosened and de-compacted layers. A working method for soil re-instatement should be devised which minimises trafficking of the ripped subsoil layers using a loose or bulk tipping methodology using dumpers.. With appropriate management the land can be restored using a retreating panel which is ripped, loosened and not compacted prior to placement of the next layer. Topsoil will be spread evenly to 'feather' in to existing levels at the edges of the site.

- The existing surface will be ripped and loosened to a depth 300mm.

- Lower subsoil will be laid to a depth 400mm across the site onto the existing ripped surface. This layer will be loosened/ripped to 500mm and stone picked to 150mm in any dimension

- Upper subsoil will be laid to a depth 400mm across the site onto ripped and stone picked upper subsoil. This layer will then be loosened/ripped to 500mm and stone picked to 150mm in any dimension

- Topsoil will be replaced to a minimum depth of 200mm across the site. This layer will then be loosened/ripped to 300mm and stone picked to 100mm in any dimension

- Ripping and loosening will be undertaken using a tracked machine. Lines of rips will be across the slope or contour.

- Progressive seeding of the restored areas should be encouraged to help bind the newly formed soils and start the process of soil structural regeneration through crop rooting. The seeding methodology will be dependent on ground conditions at the time and make use of either quad bike, hand seeding or where possible conventional seeding techniques.

- The applicant produces straw based farmyard manures and these will be used at the site to provide both nutrients and organic matter into the topsoil forming process.

9.7. Standards for Aftercare

Potentially Toxic Elements .

- It is proposed that soil concentrations of Potentially Toxic Elements (PTE) in both the topsoil and subsoil be aligned to recommended maximum values detailed in the Sludge (Use in Agriculture) Regulations (SUAR) 1989 as amended. PTE results will be screened against PTE levels recommended in the Sludge (Use in Agriculture) Regulations (SUAR 1989 as amended) and these have been costed for in Appendix 5.V2.

- The Agricultural Benefit Statement section 4.32, Table 5 indicates maximum PTE levels for Horwich Moor farm. Proposed nutrient and PTE levels will be demonstrated by validation testing of the restored soil profiles during the restoration phase. Samples will be collected and analysed of each soil layer as per the recommendations in Section 4.33 Table 6 of the Agricultural Benefit Statement.

Vegetation establishment and aftercare.
The recommendations made in section 4.35 to 4.42 of the Agricultural Benefit Statement will be followed, including the establishment of grassland which will initially be established on the restoration areas as per the agreed restoration plan for the site. A low vigour grass seed mix is will be used to limit grass competition with the subsequent crop of Christmas trees (spp. Nordmann).

As grass reseeds will benefit from the application of fertiliser the use of bulky farmyard manures, applied and incorporated into the topsoil is to be undertaken.

10. Conclusion

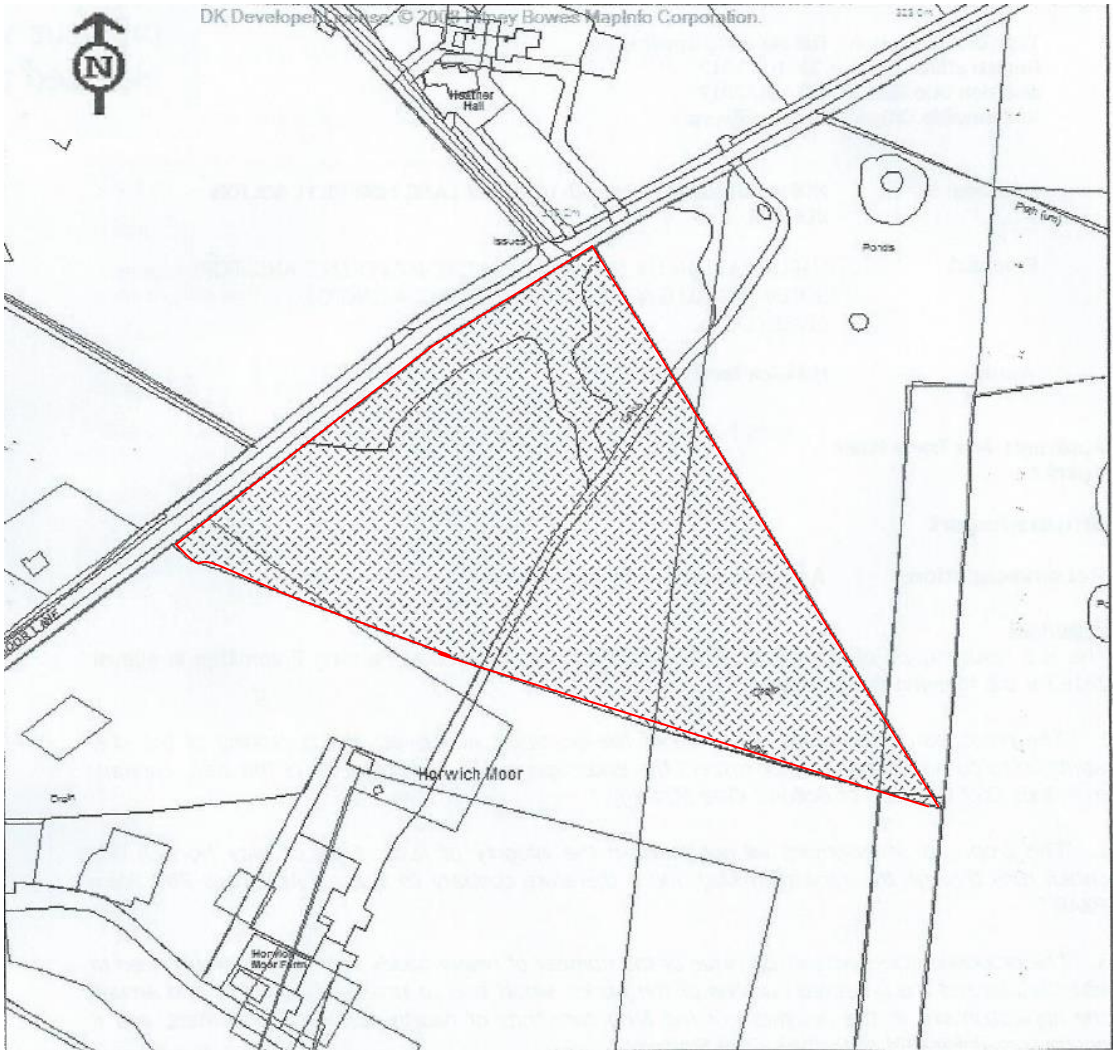
There is adequate evidence that the purpose of this proposal is to improve poor quality rural land, despoilt by quarrying, in order to return it to productive use, and that the applicant has provided sufficient evidence to justify a financial gain by using non-waste materials. Hence it is shown to be a recovery activity, not a disposal activity.

Appendices

Appendix 1	Location plan
Appendix 2	Details of previous permissions
Appendix 3.	Planning Permission Decision Notice 00176/17 from Bolton Council.
Appendix 4.	Photos current land use
Appendix 5.	Estimated costings and projected income
Appendix 5 V2.	Revised summary of costings including the additional costings identified in the Agricultural Benefit Statement
Appendix 5.Ev1.	Notes on growing Christmas trees from English Woodlands Burrow Nursery
Ev2.	Advice on drainage and prices of seedlings from Yorkshire Christmas Trees Ltd
Ev3.	Quote for fencing
Ev4a&b	Quotes for soil sampling and analysis

Appendix 6. Email quote for inert fill
Appendix 7. Cross Sectional Drawings proposed levels and typical cross section
Appendix 8. Extract from planning application supplementary supporting information
Appendix 9. Draft Waste Acceptance Procedure
Appendix 10. Photos of excavations showing poor soil depth
Appendix 11. Agricultural Benefit Statement by LDC Ltd.
Appendix 11b. Agricultural Benefit Statement appendices 1 & 2

Appendix 1. Location Plan.



Appendix 2. Details of previous permissions

Horwich Moor Farm Planning Permission **(PP)** and Environmental Permitting History

2007.**PP** 78560/07 Importation of inert materials/subsoils (to allow future use for agriculture and grazing of livestock). Land to east of track and south of current farm buildings. Area = @31,500m^2 =3.15Ha

2010.EPR/HP3092LC. **Waste permit** (SR 2010No.9) for land reclamation/restoration (also has the reference number **WML**/**101639**). Issued in July 2010 for a strip of land to the east of the farm/track.

2011.**PP** 85706/11. Importation of inert materials/subsoils (to allow future use for agriculture and grazing of livestock). Land to north and west of previous planning permission. Area = 17493 m^2 =1.75Ha

2011.EPR/HP3092LC **Waste permit** varied in October 2011 to increase the permitted area to cover land to the north and west of initial permitted area. Given the reference **HP3092LC/V002**

2015.**PP** 95286/15. Importation of inert materials/subsoils (to allow future use for agriculture and grazing of livestock).Land to west and north of farm buildings Area = 2.2Ha

2017. **PP** 00176/17. Importation of inert materials/subsoils (to allow future use agriculture and grazing of livestock). Triangular area of land to north of farm buildings. Area = 3.5Ha

HP3092LC/V002 AKA WML 101639. This **waste permit** was surrendered in March 2017

Appendix 3.Planning Permission Decision Notice.

PLANNING DECISION NOTICE
BOLTON COUNCIL
TOWN AND COUNTRY PLANNING ACT 1990
PLANNING PERMISSION

Agent: Applicant: **Mrs Tracy Miller**
The Hollies
263 Leigh Road
Westhoughton
Bolton
BL5 2JQ

Part 1 - Particulars of the Application Application Number: **00176/17**
Date of Application: **27/01/2017**
Proposed: **IMPORTATION OF SUB-SOILS, INERT MATERIALS AND TOP SOILS (TO ALLOW FUTURE USE FOR GRAZING OF LIVESTOCK).**
Location: **HORWICH MOOR FARM, MATCHMOOR LANE, HORWICH, BOLTON,BL6 6PR**

Part 2 - Particulars of Decision
The Bolton Metropolitan Borough Council hereby give notice in pursuance of the above mentioned Regulations **permission has been granted** for the development referred to in Part 1 hereof in accordance with the application and plans submitted subject to the following conditions:

Conditions to be satisfied before the approved development is Commenced

1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.
Reason
Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

Conditions to be satisfied before the use or building work starting

2 No importation of materials shall commence until the following have been submitted to and approved in writing by the Local Planning Authority:
a) A verification plan - This should include sampling and test criteria, and proposals of records to be retained that will demonstrate that the materials imported are safe for deposition in respect of the proposed end use of grazing and agriculture and to prevent contamination of ground waters in the area. The verification plan shall be fully implemented in accordance with the approved proposals.
b) A validation report - This should include a record of all sampling and testing results and data collected to demonstrate that the imported materials are to the standards required for the proposed end use and protection of ground water in the area, confirming that the objectives of the verification plan have been met.
Reason
To ensure the development is safe for use and to ensure that ground waters in the area are not contaminated, compliant with Policy CG4 of Bolton's Core Strategy.

3 No importation of materials shall commence until details of biodiversity compensation/mitigation measures for the site and/or surrounding land have been submitted to and approved in writing by the local planning authority. The approved measures shall then be completed in full within the agreed time period and retained thereafter.
Reason
To safeguard and enhance biodiversity on the moor, and to comply with Policy CG1.1 of Bolton's Core Strategy.

4 Prior to the commencement of development full details for the surface water drainage of the site shall be submitted to and approved in writing by the local planning authority. The approved details shall be implemented in full and retained thereafter.

Reason
To ensure the site provides satisfactory means of surface water drainage, compliant with Policy CG1.5 of the Core Strategy.

Conditions to be satisfied before the approved development is first used or completed

5 Within 6 months of completion of the approved importation operations topsoil shall be evenly spread over the site to a maximum depth of 75-100 mm. The movement and spreading of topsoil shall not be carried out except when the soil is suitably dry and friable and when the ground is dry enough to ensure the topsoil is not damaged by the passing of heavy machinery. The grass seeding shall be carried out thereafter but no later than 12 months after the topsoil has been completed.
Reason
To ensure a satisfactory form of restoration and to comply with policies CG3 and OA1 of Bolton's Core Strategy.

Conditions always relevant to the use or development

6 No operations or vehicle deliveries of material shall be carried out on the site outside the following hours:-
08:00 to 18:00 Mondays – Fridays
No operations or vehicle deliveries of material shall take place on Saturdays, Sundays or Bank Holidays.
Reason
To safeguard the living conditions of residents and the amenity and character of the area with regard to noise and/or disturbance, and to comply with policy CG4 of Bolton's Core Strategy.

7 The development hereby permitted shall be carried out in complete accordance with the following approved plans:
Proposed Levels; dated January 2017 and received/scanned 18 April 2017
Cross Section A-A; dated January 2017 and scanned 1 February 2017
Reason
For the avoidance of doubt and in the interests of proper planning.

Informative notes

The development hereby permitted is affected by public rights of way which must remain available to the public and must not be closed, diverted, disturbed or altered in any way until the appropriate statutory procedures have been completed. For more details, including likely costs and timescales, the Applicant is advised to immediately contact the Public Rights of Way Officer, Highways and Engineering at highways@bolton.gov.uk (01204 336677).

As a temporary obstruction of Public Right of Way Horwich 061 is unavoidable, no development must take place until a Temporary Closure Order has been made by Bolton Council and a suitable temporary alternative route made available.

Because this area of land has also been designated as Open Access Land, if access management is likely to be too difficult because of the risk of danger to the public and due to the length of the works, the applicant will need to apply to Natural England to use discretionary powers to restrict access. This must be done before any development takes place.

The open ditch/drain located at the south east of the application area must be retained. Any alterations to this watercourse requires consent under Section 23 Land Drainage Act 1991 which should be obtained from the Local Authority. The consent application is completely separate to the planning process. The cost of diversion or replacement of the culverted watercourse shall be borne by the applicant/landowner.

The proposal complies with the development plan and would improve the economic, social and environmental conditions of the area. It therefore comprises sustainable development and the Local Planning Authority worked proactively and positively to issue the decision without delay. The Local Planning Authority has therefore implemented the requirement in Paragraphs 186-187 of the NPPF.
YOU ARE REMINDED THAT THIS PERMISSION CONTAINS CONDITIONS THAT REQUIRE YOU TO SUBMIT FURTHER DETAILS TO THE COUNCIL FOR ITS FORMAL APPROVAL IN WRITING BEFORE ANY DEVELOPMENT STARTS ON SITE. YOU MUST ENSURE THAT YOU FULLY COMPLY WITH THE TERMS OF THESE CONDITIONS AND DO NOT START ANY WORK ON SITE UNTIL THE COUNCIL HAS APPROVED THESE DETAILS IN FULL.
IF YOU START WORK ON THE APPLICATION SITE WITHOUT DISCHARGING THE CONDITION/S YOU WILL HAVE EXCEEDED THE SCOPE OF THIS DECISION NOTICE WHICH, IN EFFECT, WILL NULLIFY THE PLANNING PERMISSION, THIS CONSTITUTES A BREACH OF PLANNING CONTROL THAT MAY RESULT IN ENFORCEMENT PROCEEDINGS BEING INSTIGATED AGAINST THE DEVELOPMENT/THOSE WITH AN INTEREST IN THE DEVELOPMENT OR YOU MAY NEED TO SUBMIT A FRESH PLANNING

APPLICATION FOR THE RETENTION OF THE DEVELOPMENT SHOULD YOU WANT TO CONTINUE WITH THE DEVELOPMENT.

Date of Decision: 11/05/2017 Signed:
on behalf of Bolton Council

Important Note: This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, byelaw, order or regulation.

GREATER MANCHESTER ACT 1981

Notice is given in accordance with Section 63, Greater Manchester Act 1981, that consideration will be given to means of access for the fire brigade in appropriate cases where plans are deposited for building regulations approval.

APPEALS TO THE FIRST SECRETARY OF STATE

If you are aggrieved by the decision of your Local Planning Authority to refuse permission or to grant it subject to conditions, then you can appeal to the First Secretary of State, **please note that only the applicant possesses the right of appeal**.

If you want to appeal, then you must do so within six months (8 weeks for advertisements) of the receipt of this notice, using the appropriate form which you can get from Planning Inspectorate, Customer Services, Temple Quay House, 2 The
Square, Temple Quay, Bristol, BS1 6PN Tel: 0303 444 00 00. Appeals can also be made online at https://www.gov.uk/government/organisations/planning-inspectorate. If the local planning authority has served an Enforcement Notice against the development hereby refused, you must appeal within 28 days of the date of this notice.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him/her that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

In practice, The Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him/her.

Copies of Appeal forms for the attention of the Council should be sent to Development and Regeneration, Development
Management, Town Hall, Bolton, BL1 1RU or email Planning.Control@bolton.gov.uk.

PURCHASE NOTICES

If either the Local Planning Authority of the First Secretary of State refuse permission to develop land or grants it subject to conditions, the owner may claim that he/she can neither put the land to a reasonably beneficial use in its existing state nor can he/she render the land capable of a reasonably beneficial use by the carrying out of any development which has
been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council on whose area the land is situated. This notice will require the Council to purchase his/her interest in the land in accordance with the provisions of Part IX of the Town and Country Planning Act 1990.

COMPENSATION

In certain circumstances compensation may be claimed for the Local Planning Authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him/her.

These circumstances are set out in Section 114 and related provisions of the Town and Country Planning Act 1990.

Appendix 4. Current Land Use

Appendix 5. Estimated costings and projected income.

Christmas trees. Costs and income

The site is 3.5 hectares in total
Assume 3 hectare to be planted (to allow for access)

Plant Spacing.
Recommended spacing between trees varies between 1m x1m and 1.2m x1.2m depending on variety of tree, soil type and location. Taking the widest recommended spacing of 1.2x1.2 this would enable 6900 trees per hectare (Source English Woodland Burrow Nursery-see below **Ev1**)
http://treesplease.co.uk/wp-content/uploads/2015/10/Trees-Please-Christmas-Tree-Advice.pdf

6900 x 3 hectares = 20,700 trees.

Seedling Cost
Costing assuming a purchase of 20,700 Nordman Firs

Assuming planting of 1 species Nordman Fir aka Caucasian Fir (*Abies Nordmania*) at an average price of [redacted] each, plus delivery charge of [redacted] plus vat
(Please see email quote below from Yorkshire Christmas trees-prices vary between [redacted] depending on how many purchased **Ev2**)

Other suppliers advertise Norman Fir seedlings on line at slightly lower prices, however the applicant intends to use a recommended supplier despite them being slightly more expensive.

Fencing
900 metres of stock proof and rabbit proof fencing is required to protect the young trees, plus one new gate.
[redacted]/metre x 900m = [redacted]
Gate= [redacted]
Please see quote below from Taylors Agricultural Contractors **Ev3**

Weed Control
Approx [redacted] for 5 litres ([redacted] litre)
Required 2 times per year. 1 litre when diluted will cover 0.4 hectares
3.5Ha/ 0.4ha = 8.75litres required x 2 = 17.5 x [redacted] = [redacted] per year
x 6 years = [redacted]

Fertiliser
1 x 25kilo bag annually @[redacted] per bag required for 800 trees up to 3 years =
20,000/800 = 25 bags/year for 3 years = [redacted] x 25x 3= [redacted]
1 x 25kilo bag annually @[redacted] per bag required for 500 trees 3yrs to full age=
20,000/500 =40 bags/year for 3 years= [redacted] x40 x3 = [redacted]

Labour for planting
2 persons @[redacted]/day each, planting total of 500 trees per day =
[redacted]x40 days =[redacted]

Labour for harvesting
2 persons @[redacted]/day each, harvesting total of 260 trees per day =
£[redacted]x 77days = £[redacted]

Income

Estimates of potential income vary depending on tree quality, variety and size and if selling to retail of wholesale.
Retail sales will generate a higher income but wholesale is less risky in terms of stock left unsold. For this reason retail and wholesale figures have been calculated and an average of the 2 calculated.

Retail
Good quality tress grown by members of the BCTGA (British Christmas Tree Growers Association) are currently selling **retail** at around
[redacted]/ft retail for Norway Spruce trees
[redacted]0/ft retail for **Nordman Fir trees**
Source: Telegraph Lifestyle 4th December 2017.
http://www.telegraph.co.uk/christmas/0/when-should-i-buy-my-christmas-tree/

These prices have been increasing annually so are the minimum that could be expected in 6 years times

Assuming 85% successful growth = 17,595 trees available for retail

Assuming average of 6ft Nordman Fir tree (6 x [redacted] per tree)

Assuming 17,595 @[redacted] per tree £[redacted]
Assuming 50% potential trees unsold [redacted]

Wholesale
Yorkshire Christmas Trees Ltd estimate a potential income for smaller trees (5.25 feet/1.6metres) sold
at a wholesale price of [redacted] to generate an income from 17,595 trees to be [redacted]
Source: Yorkshire Trees Ltd.http://yctgroup.co.uk/financial-return/

Appendix 5 Summary

Appendix 5. Ev1. Notes on growing Christmas trees from English Woodlands Burrow Nursery

NOTES ON GROWING CHRISTMAS TREES

These notes have been prepared by English Woodlands Burrow Nursery and are for general guidance only. They are not intended to provide a comprehensive or detailed guide and you should obtain further advice where necessary.

Introduction

Growing of Christmas trees can be a profitable enterprise but it is not without risk. As with any agricultural crop the quality of the end product, and therefore the price obtained, is very important. Good quality trees will normally find a ready market. However, second grade trees are difficult to sell. It is therefore vital that consideration is given to the details of growing this crop so that at harvest time - some 5 or more years after planting - the crop is saleable for a worthwhile price.

Site Selection

It is important to choose a suitable site on which to grow the crop. Avoid a frost hollow as young trees can be damaged by late spring frosts. Good access is desirable for cultural operations but remember that this could be a temptation to Christmas Tree thieves when the trees are older. Most species are tolerant of a wide range of soil types but you should avoid very acid soils, chalky soils, heavy clay or very sandy soils.

The ideal tree is one that has grown steadily, but not so quickly as to become 'leggy' or have long shoots. To achieve this the land should not be too fertile, although even on good farm land vigorous growth can be controlled by shearing.

Protection from pests

The trees will need protection from:

- Rabbits. A rabbit-proof fence is the most satisfactory method of achieving this and in most cases this is essential.
- Insects. The main pests are aphids and these can be controlled by regular spraying with a suitable pesticide several times through the growing season. Expert advice may be necessary on particular pesticides.
- Deer. In certain areas these may be a problem and in extreme cases deer fencing may be required

Species

The most popular tree in the market is Norway Spruce and this is the species most commonly planted. The growing cycle of Norway Spruce is about 4 to 6 years.

However Nordman Fir (Caucasian Fir) and Noble Fir are increasingly being planted as well. These firs are slower to grow and more expensive to produce, taking 6 to 10 years to grow, depending on growth and size required. Noble Fir is however best grown only in high rainfall areas and is not suited to south-east England.

Blue Spruce and Serbian Spruce are also popular as Christmas Trees and are similar to Norway Spruce in terms of their growing requirements. Blue Spruce however is particularly prone to damage from aphids unless controlled.

Plant Spacing

Normal spacing for Spruces is either 1m x 1m or 1.2m x 1.2m. Noble and Nordman Fir are normally planted at 1.2m x 1.2m.

Spacing	Trees / Ha	Trees / acre
1m x 1m	10,000	4200
1m x 1.2m	8300	3500
1.2m x 1.2m	6900	2900

Pre-planting treatment

It is vital to control weed growth in Christmas tree plantations, particularly grass weeds, and this task is made very much easier if a pre-plant application of Glyphosate (Roundup) or similar herbicide is made, preferably in late summer/autumn prior to planting. If the ground is to be cultivated prior to planting then it is a good idea to do this in the autumn and make a further application of herbicide to any weeds that germinate prior to planting.

Plants

In the case of Norway Spruce, either 3 year or 4 year plants may be used. However on exposed sites it is advisable to use the 3 year plants. The firs and other spruces are normally smaller plants. All plants will have been transplanted in the nursery to ensure good root systems and branching are achieved.

Plants supplied for Christmas Tree production are grown from seed that has been specially selected for the purpose from trees which exhibit the characteristics that are required in Christmas trees. Details of the seed origin for plants supplied are available on request, free of charge.

The planting season runs from late November to early April (ie the dormant period) Plants are normally supplied in special plant bags designed to protect the

Appendix 5 Ev2. Advice on drainage and prices from Yorkshire Christmas Trees Ltd

Carol Romero

From: yctsales2 <sales2@yctgroup.co.uk>
Sent: 18 December 2017 11:38
To: Carol Romero Aut 18
Subject: Yorkshire Christmas Trees

Hi Carol,

Thanks for taking our call today.

From the details of the land you gave of the poor drainage, it is recommended to put some drainage system in before any sub and top soil is laid. If this isn't done, you could have the same problems with wet land in later years.

Prices and options for our hybrid nordman fir seedlings.

Option 1.

1st year. 3300 @1.35 + 75.00 del.

2nd year. 3300@1.25 + del.

Payments. 10% deposit. Balance payable no less than 14 days prior to delivery.

Option 2.

6600@1.25. Then split the amount into 2 over 2 seasons + deliveries.

Payments. 10% deposit on total amount. Balance payable no less than 14 days prior to delivery on 1st delivery. A 10% deposit will then be carried over to your 2nd season.

The above are for a total of 6 acres, planting 1 acre per year to give a planting and harvesting rotation.

Price for 20,000.

20,000@1.00 + 270.00 del.

All prices above are subject to vat.

If you have any further questions, please don't hesitate in contact us.

Kindest regards

YCT Sales Team

Appendix 5.Ev3

TAYLORS

AGRICULTURAL CONTRACTORS

Hill Houses, Hill House Lane, Brindle, Chorley, PR6 8NR - Phone (01254) 854261

Forage Harvesting - Manure Spreading - Hedge Cutting - Ploughing - Rotavating
Steel Frame Buildings - JCB Hire ... plus more

D Boardman
Horwich Moor Farm
Matchmoor Lane
Horwich 18/12/17

Dear Sir/Madam,

We thank you for your valued enquiry and have pleasure in supplying our quote for the fencing work at Horwich Moor Farm, Matchmoor Lane, Horwich, Nr Bolton. As was discussed with yourself during our phone call on Friday 15th December 2017. Approximately 900mts of fencing, in the fields at the above address.

- Fencing (stock netting & one strand barb) [redacted]/m.
- Rabbit netting [redacted]/m (attached to above stock fencing).
- Removal off old fencing [redacted] (if required)
- Galvanized gate hung onto 8" round wooden posts, [redacted]e
- All fencing posts to be treated with preservative.
- On completion the fence line is to be measured for an accurate distance, prior to invoicing.

If the rabbit netting requires digging into the ground on the fence line, then this will be charged as an extra

VAT to be added at the current rate.

Validity
The above quote is open for acceptance within **30 days from above date**. Any time after that **date an increase may occur**, subject to material prices.

If you require any additional information please feel free to call me on the above number or 07817820649.

Yours faithfully
G Taylor

QUOTATION

DAVID ROYLE
LDCL
COWSLIP OFFICES
FIMBER
DRIFFIELD
EAST YORKSHIRE
YO25 9LY

Quote Ref : Q32671/18

Issue Date : 27-MAR-2018

Client Code : J143
(Please quote above code for all enquiries)

Dear Dave

With reference to your e-mail, I have pleasure in providing a quotation for the analysis as requested.

This quotation is valid for 1 or more samples, submitted on one occasion and is valid until 27-Sep-2018. The individual prices quoted apply to the quotation as a whole. If you do not require all of the analysis in this quotation, please contact the laboratory and we will be pleased to issue another quotation.

Samples must be sent to the laboratory Postage Paid.

The weight of sample required to carry out the analysis for this quotation is 1000 g (or mls for liquid samples).

Please quote the reference number above and your client code when submitting samples under this quotation.

Please note that this quotation does not indicate the accreditation status of the individual tests listed. If accreditation is required this must be confirmed with the laboratory prior to the receipt of the samples.

May we draw your attention to the full terms and conditions attached to this quotation. Unless otherwise agreed in writing, these terms and conditions shall apply to any order placed by the customer. In the event of any inconsistency between these terms and those passing between the parties, these terms shall prevail. No variation of the terms and conditions shall be allowed unless expressly agreed by Cawood in writing.Samples of soil and plant tissue originating outside of the EU are classed as being of foreign origin and therefore must be submitted alongside a copy of our DEFRA import licence. In addition, under the conditions of the import licence, foreign samples should be disposed of in an appropriate manner (autoclaved/incinerated). Therefore an additional charge will be incurred for this disposal.

Please note that our terms of credit are payment within 30 days of the date of invoice (unless alternative payment terms are agreed) Failure to adhere to this may invalidate this quotation.

I do hope that you will find this quotation acceptable and that you will entrust us with your samples. If you have any queries regarding this quotation or any of the services provided by Natural Resource Management, then please telephone on 01344 886338 or fax on 01344 890972.

Yours sincerely

Dr R C Wilkinson

QUOTATION

DAVID ROYLE
LDCL
COWSLIP OFFICES
FIMBER
DRIFFIELD
EAST YORKSHIRE
YO25 9LY

Quote Ref : Q32671/18

Issue Date : 27-MAR-2018

Client Code : J143
(Please quote above code for all enquiries)

Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL	
A882	SPECIFICATION FOR TOPSOIL [BS3882:2015] with classification - Includes pH, Electrical Conductivity, Particle Size Distribution by Sieving & Sedimentation, Stones, Total Nitrogen, Extractable Phosphorus, Potassium, Magnesium, Exchangeable Sodium Percentage, Organic Matter, Calcium Carbonate & Phytotoxic & Visible Contaminants. pH - measured in water [1:2.5] - reported as dry basis Available Phosphorus - Sodium Bicarbonate Extractable - Olsens - reported as mg/l dry basis Available Potassium - Ammonium Nitrate Extractable - reported as mg/l dry basis Available Magnesium - Ammonium Nitrate Extractable - reported as mg/l dry basis SAND FRACTION 2.00-0.063mm - reported as % w/w mineral fraction <2.00mm dry basis SILT FRACTION 0.063-0.002mm - reported as % w/w mineral fraction <2.00mm dry basis CLAY FRACTION <0.002mm - reported as % mineral fraction <2.00mm dry	135.85

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Continued.....

QUOTATION

DAVID ROYLE
LDCL
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FIMBER
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EAST YORKSHIRE
YO25 9LY

Quote Ref : Q32671/18

Issue Date : 27-MAR-2018

Client Code : J143

(Please quote above code for all enquiries)

Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL	
	basis Textural Classification for PSD Analysis STONE FRACTION >50mm - reported as % w/w or w/v dry basis STONE FRACTION 20-50mm - reported as % w/w or w/v dry bais STONE FRACTION 2-20mm - reported as % w/w or w/v dry basis Total Nitrogen - Dumas - reported as % w/w dry basis Visible Contaminants >2mm - reported as % Electrical Conductivity - Saturated Calcium Sulphate - reported as uS/cm or mmhos/cm dry basis Organic Matter - Loss on Ignition [JAS-568] - reported as % w/w dry basis Available Sodium - Ammonium Nitrate Extractable - reported as mg/l dry basis Extractable Calcium - Ammonium Nitrate Extractable - reported as mg/l dry basis Calcium Carbonate Equivalents - Neutralising Value - reported as % w/w CaCO3 equivalents dry basis	

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Continued.....

QUOTATION

DAVID ROYLE
LDCL
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EAST YORKSHIRE
YO25 9LY

Quote Ref : Q32671/18

Issue Date : 27-MAR-2018

Client Code : J143

(Please quote above code for all enquiries)

Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL	
	Total Zinc [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Copper [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Nickel [JAS-0510,JAS-0300] - reported as mg/kg dry basis Determination of Total Fresh Weight - reported as g Number of Sharps	
E020	ICRCL Suite with Speciated PAH [EPA-16] and EPH C10-C40 including- pH, Conductivity, Hot Water Soluble Boron, Arsenic, Cadmium, Chromium, Lead, Nickel, Zinc, Copper, Selenium, Mercury, Total Cyanide, Sulphide, Monohydric Phenols, Elemental Sulphur, Water Soluble Sulphate, Speciated PAH [EPA-16] and EPH C10-C40 Determination of pH (1:10) on as-received waste samples Determination of water soluble Sulphate in soil 1:2 ratio - reported as g/l dry basis Electrical Conductivity 1:2.5 ratio in water - reported as uS/cm weight/volume dry basis	72.34

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Continued.....

QUOTATION

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EAST YORKSHIRE
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Quote Ref : Q32671/18

Issue Date : 27-MAR-2018

Client Code : J143

(Please quote above code for all enquiries)

Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL	
	Hot Water Soluble Boron - reported as mg/l dry basis Total Arsenic [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Cadmium [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Lead [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Zinc [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Mercury - reported as mg/kg dry basis Total Nickel [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Selenium [JAS-0510,JAS-0455] - reported as mg/kg dry basis Total Copper [JAS-0510,JAS-0300] - reported as mg/kg dry basis Determination of Total Phenols [Colorimetric] in Soil - reported as mg/kg as received basis. Elemental Sulphur - reported as mg/kg dry basis Determination of Easily Liberated Sulphide [Steam Distillation] - reported as mg/kg as received basis Determination of Total Cyanide - reported as mg/kg as received Determination of Individual PAH EPA16 including Total PAH - reported as mg/kg as received basis	

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Continued.....

QUOTATION

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Issue Date : 27-MAR-2018

Client Code : J143

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Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL	
	Bulk Density - Disturbed Soil - reported as g/l	
	EPH in soil as DRO and OIL - reported as mg/kg	
	Total Chromium [JAS-0510,JAS-0300] - reported as mg/kg dry basis	
	Total Solids (Dry Matter) at 105 C - reported as % w/w as received basis	
	Total Price per sample	**208.19**

Prices are Pounds Sterling and are subject to Value Added Tax at the rate current at the time of invoicing. Where the Standard Operating Procedure has been identified (as [JAS-xxx]) the analysis is available as UKAS accredited.

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Cawood Scientific Limited – Standard Terms and Conditions for Analytical Data Services
Last updated: November 2017

1 Introduction

The Customer's attention is drawn to these terms and conditions of business which govern all contractual arrangements with Cawood Scientific Limited, whether trading through any of its operating divisions or otherwise.

2 Definitions

2.1 In these conditions:

Analysis Request Form means the paperwork supplied by Cawood to the Customer or the online form that the Customer is directed to by Cawood (as applicable), containing questions for the Customer in relation to ordered Services and Samples to be submitted.

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

Cawood means Cawood Scientific Limited, registered in England and Wales with company number 05655711, and whose registered office is at Coopers Bridge, Braziers Lane, Berkshire, RG42 6NS, whether trading through any of its operating divisions of: "NRM Laboratories", "Sciantec Analytical Services", and "Sci-Tech Laboratories", or in its own name.

Customer means any person who places an order for Services.

Conditions means the terms and conditions set out in this document, as amended from time to time.

Confidential Information means any and all information (which may be written, oral or in any other format) that: (i) is by its nature confidential; (ii) the other party knows or ought to know is confidential; (iii) is designated by either party as confidential; (iv) relates to the Samples, products, operations, systems, security, processes, procedures, tools, methodologies, utilities, know-how, plans, intentions, product information, market opportunities, business affairs, financial position, assets, liabilities, business strategies (including marketing, advertising and commercial plans), ideas and business projections of either party, and is disclosed to or otherwise learnt or acquired by the other party in connection with a Contract (including information acquired during an audit of Cawood's premises), but which is not: (a) lawfully in the possession of the recipient before disclosure; (b) available to the recipient on a non-confidential basis prior to disclosure by the discloser; or (c) in the public domain other than as a direct result of the information being disclosed by the recipient or its representatives in breach of these Conditions (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);

Contract means the contract made between the Customer and Cawood and which is formed by acceptance of the Quotation by the Customer (either expressly or by the provision of Samples by the Customer to Cawood) for the supply of Services, incorporating these Conditions.

Data Breach means: (i) any unauthorised loss, corruption, damage, destruction, alteration, disclosure or access to any Personal Information; (ii) any unauthorised or unlawful Processing of Personal Information; or (iii) any breach of Data Privacy Laws.

Data Controller has (until 25 May 2018) the meaning given to "Controller" under the Data Protection Directive 1995/46/EU and (from 25 May 2018) the meaning given to "Controller" under the General Data Protection Regulation (EU 2016/679).

Data Privacy Laws means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, (until 25 May 2018) the Data Protection Act 1998 and any other laws in force from time to time which implement the Data Protection Directive 1995/46/EC and (from 25 May 2018) the General Data Protection Regulation (EU 2016/679), and the equivalent in any other relevant jurisdictions all as amended or replaced from time to time.

Data Processor has (until 25 May 2018) the meaning given to "Processor" under the Data Protection Directive 1995/46/EU and (from 25 May 2018) the meaning given to "Processor" under the General Data Protection Regulation EU 2016/679).

Data Subject has (until 25 May 2018) the meaning given under the Data Protection Directive 1995/46/EC and (from 25 May 2018) the meaning given under the General Data Protection Regulation (EU 2016/679).

EEA means the member states of the European Union, Norway, Iceland, Liechtenstein and the United Kingdom.

ICO means the UK Information Commissioner's Office, or the equivalent national data protection authority in any relevant jurisdiction.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how, testing methods and trade secrets) and any other intellectual property rights, in

each case whether registered or unregistered and including all applications for and renewals or extension of such rights, and all similar or equivalent rights or forms of protection subsisting at any time in any part of the world.

Insolvency Event means any one or more of the following events: (i) an administrator, administrative receiver, receiver or manager, liquidator, provisional liquidator or similar officer is appointed in respect of the whole or any part of a party's assets and/or a winding up petition is issued against a party; (ii) the party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; and/or (iii) the party is subject to an event analogous to (i) or (ii) above in any other jurisdiction.

Personal Information means any information which: i) falls within the definition of "Personal Data" under the Data Protection Directive 1995/46/EU (until 25 May 2018) and within the definition of "Personal Data" under the General Data Protection Regulation EU 2016/679 (from 25 May 2018); and ii) in relation to which the Supplier is providing the Services or which the Supplier is required to Process (subject to the Data Privacy Laws) in connection with a Contract.

Processing has (until 25 May 2018) the meaning given under the Data Protection Directive 1995/46/EU and (from 25 May 2018) the meaning given under the General Data Protection Regulation EU 2016/679) (and Process, Processed and Processes shall be construed accordingly).

Quotation means any written quotation issued by Cawood to the Customer in relation to proposed Services.

Samples means the sample(s) supplied by the Customer to Cawood from time to time in order that Cawood may perform the Services.

Services means the analytical testing, investigation, test protocols or other investigation and technical services to be provided by Cawood as detailed in the Quotation.

3 Contract Formation

3.1 Cawood shall supply the Services to the Customer subject to these Conditions, which shall apply to the provision of all Services carried out by Cawood.

3.2 Unless stated otherwise, the Quotation shall constitute an offer and will typically be open for acceptance by the Customer for the period specified in the Quotation. If the Customer's acceptance of a Quotation is inconsistent with the Quotation or these Conditions, Cawood shall not be bound by such inconsistency unless it specifically agrees in writing to the relevant variation or inconsistency.

3.3 At its absolute discretion, Cawood reserves the right to withdraw a Quotation prior to acceptance by the Customer at any time. Cawood is not responsible whatsoever for any loss or damage encountered as result of this action.

3.4 The Customer acknowledges that any obvious typographical or clerical error or omission in any Quotation, invoice or other document issued by Cawood shall be subject to correction by Cawood at any time without any liability to Cawood

3.5 Any drawings, descriptive matter or advertising issued by Cawood, and any descriptions or illustrations contained in Cawood's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract nor have any contractual force.

3.6 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4 Supply of Services

4.1 Subject to these Conditions and unless otherwise agreed, Cawood shall supply the Services to the Customer (and employ the tests) in accordance with the accepted Quotation in all material respects. If a situation arises where Cawood deems the quoted method to be inappropriate or unsuitable, this will be discussed with the Customer prior to making any alterations in the methodology and pricing.

4.2 The Customer is responsible for providing Cawood with all relevant information regarding the Services required (and Samples provided) by the Customer and shall accurately fill out an Analysis Request Form prior to commencement of the Services (or provide equivalent paperwork detailing the requested information). The Customer acknowledges that failure to provide information and/or fill out an Analysis Request Form correctly may delay provision of the Services.

4.3 Cawood shall use reasonable endeavours to meet any performance dates specified in the Quotation (if any) but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Cawood reserves the right to extend the turnaround time for the provision of results.

4.4 Cawood shall have the right, without liability, to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Cawood shall notify the Customer in any such event.

4.5 Cawood warrants to the Customer that the Services will be provided using reasonable care and skill.

5 Supply of Samples

5.1 The Customer shall provide Samples in such form and quantities as may be reasonably required by Cawood to provide the Services. Any alternative form and/or excess quantities of Samples provided to Cawood and requiring disposal may be charged as an additional cost to the Customer.

5.2 Cawood shall, where appropriate, supply the Customer with packaging and/or containers for the Samples to be collected and sent to Cawood and the supply of packaging for Samples will be considered in the Quotation. Any such packaging supplied by Cawood to the Customer is supplied for the sole purpose of receiving Services and the Customer agrees that any packaging supplied shall only be used for such purpose and that the packaging shall remain at all times the property of Cawood.

5.3 Cawood shall not be responsible for the integrity of any analysis, result or output of the Services where Samples have not been submitted to Cawood in packaging provided by Cawood or, otherwise, in accordance with Cawood's instructions.

6 Collection of Samples

6.1 Where the Customer requires Cawood to collect Samples from the Customer, Cawood may appoint (on the Customer's behalf) a third party courier to collect and deliver the Samples to Cawood. Any third party courier used to deliver Samples is used at the Customer's own risk and Cawood shall have no liability whatsoever in relation to such courier services (including in relation to time of delivery).

6.2 The Customer shall be responsible for all charges in relation to any courier services commenced pursuant to Clause 6.1. Where Cawood arranges the collection of any Sample from a Customer and the Sample is not available for collection at the specified time as agreed between the parties, Cawood reserves the right to charge the Customer the price agreed for the collection of the Sample. In the event that the Services are terminated, the Customer shall be responsible for all courier costs incurred up to and including the date of such termination.

6.3 The Customer acknowledges that by requesting courier services it has authority to authorise the collection and delivery of Samples by the courier from the collection point to Cawood or such other location as agreed between Cawood and the Customer in writing.

6.4 The Customer agrees that the relevant courier’s receipt shall be conclusive evidence of the date and time of collection of Samples from the Customer.

7 Analytical Services

7.1 In normal circumstances, analysis of Samples are carried out singly, strictly in accordance with Cawood’s quality assurance procedures. If duplicate or repeat analysis is expressly requested by the Customer following acceptance of a Quotation (that does not account for such duplicate or repeat analysis), then Cawood shall be entitled to increase the price and, once accepted by the Customer, this price increase shall be considered a variation of the Contract.

7.2 If the Customer requests duplicate or repeat analysis of a Sample in circumstances where the original analysis is found to be incorrect, no extra charge shall be levied for repeating or rectifying the analysis.

7.3 In certain circumstances, for example where a Sample received by Cawood is exceptionally heterogeneous, Cawood may deem repeat analyses of a Sample to be necessary in order to produce meaningful results. Should Cawood deem it necessary to carry out repeat analysis of any Samples, it shall discuss this first with the Customer (including any anticipated increase in the agreed pricing) and only proceed with the Services once the Customer has agreed to any increases in the pricing.

7.4 Cawood reserves the right, subject to prior agreement with the Customer, to levy a surcharge for Services required urgently where this urgency has not been factored into the original Quotation.

7.5 Laboratory records for accredited analysis such as chromatograms, notebooks, worksheets, test certificate and reports are retained by Cawood for four years from the date of receipt of a Sample, unless alternative longer arrangements are agreed in writing with the Customer prior to entering into the Contract, or a longer period is required by law.

7.6 Unless otherwise agreed by the parties in writing, Cawood may dispose of all Samples in line with the relevant site accreditation - this right to dispose will trigger, at the earliest, at 14 days from Cawood's receipt of the relevant Sample. In certain circumstances, Sample(s) will be retained by Cawood prior to disposal for longer periods. The time that Samples are retained is dependent on a number of factors including Sample type and site accreditation stipulations. If the Customer requires Cawood to retain Samples for a longer period of time than it otherwise would have retained them for, Cawood reserves the right to charge an additional storage fee at its standard rates from time to time.

Legal Analysis

7.7 The Customer acknowledges that Cawood is not a public analyst nor is it statutorily approved as a public analyst for the purpose of any legislation containing or referring to such expression.

7.8 The Customer shall notify Cawood in writing prior to the issuing of a Quotation if any of the Services (including any analysis of the Samples provided) are likely to be used for the purpose of arbitration or litigation. In the event that the Customer should fail

to do so, Cawood may refuse to provide information and/or supporting data as expert testimony and/or for use in the legal proceedings and will not be responsible for any loss as a result of such refusal.

7.9 Subject to Clause 7.8 and Clause 7.10, if Cawood does agree to carry out an analysis for use in legal proceedings, any such analysis will be carried out in accordance with the procedures from time to time established by Cawood for the analysis of Samples required specifically for legal proceedings.

7.10 If a Quotation has been provided to the Customer and accepted in circumstances where Cawood was not aware that the Services (and analysis) in question would be used in legal proceedings, Cawood shall be entitled to vary the Contract accordingly to reflect the increased value of Services. Cawood shall proceed with the Services once the Customer has approved and accepted the revised pricing.

8 Health and Safety

8.1 The Customer shall inform Cawood in advance of Cawood receiving any relevant Sample if the Sample contains hazardous, dangerous or harmful substances, including asbestos. In the absence of such express notification, the Customer warrants that no Sample will constitute or contain dangerous, harmful or hazardous materials. Cawood reserves the right to charge for any administration and/or specific handling requirements involved in handling hazardous, dangerous or harmful Samples (where it was not aware that these would be provided at the point of Quotation).

8.2 The Customer shall take all appropriate steps to ensure that Samples will not endanger the health and safety of Cawood, its employees or agents and that of any third party sub-contractor together with property, vehicles or premises.

8.3 The Customer shall indemnify and hold Cawood, its employees, servants, agents and subcontractors harmless from all claims and all direct, indirect or consequential liabilities and losses (including loss of profits, loss of business, depletion of goodwill and similar losses), incurred or paid by, Cawood, its employees, agents and subcontractors as a result of or in connection with the Customer's breach of any of the provisions set out in Clause 8.1 and Clause 8.2.

9 Customers' Obligations

9.1 The Customer shall:

(a) co-operate with Cawood in all matters relating to the Services;

(b) provide Cawood with such information and materials as Cawood may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(c) obtain and maintain all necessary licences, permissions and consents (including in relation to Samples) which may be required before the date on which the Services are to start;

(d) keep and maintain all materials and equipment (including packaging), documents and other property of Cawood supplied to the Customer ("**Cawood Materials**"), at the Customer's premises in safe custody and at the Customer's own risk, until returned to Cawood, and not dispose of or use Cawood Materials other than in accordance with Cawood's express instructions;

(e) be responsible for ensuring that Samples for 'Time Dependent Services' (as specified in the Quotation or Analysis Request Form, if any) are delivered to Cawood promptly, that documentation for a 'Chain of Custody' is completed correctly and that appropriate labels are placed on the Samples to notify Cawood that the provision of 'Time Dependent Services' has been agreed between the parties;

(f) notify Cawood when Samples are despatched from outside the United Kingdom, with details in particular to enable customs clearance of Samples to be carried out effectively (if appropriate). Cawood shall not be held liable for any delays encountered as a result of a failure to carry out this notification. The Customer will be liable for and will indemnify Cawood against any Customs and Excise duties, charges or levies paid by Cawood in relation to Samples; and

(g) notify Cawood of any other relevant issues that Cawood should be made aware of.

9.2 If Cawood's (or its employees', agents' and subcontractors') performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

(a) Cawood shall, without limiting its other rights or remedies, 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 to the extent the Customer Default prevents or delays Cawood's (or its employees', agents' and subcontractors') performance of any of its obligations;

(b) Cawood shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Cawood's (or its employees', agents' and subcontractors') failure or delay to perform any of its obligations as set out in this Clause 9.2; and

(c) the Customer shall reimburse Cawood on written demand for any costs or losses sustained or incurred by Cawood arising directly or indirectly from the Customer Default.

10 Price and Payment for the Services

10.1 Unless otherwise agreed, the price for the Services shall be set out in the Contract.

10.2 Charges for services other than the Services (i.e. not included in the Quotation) will normally be calculated on a time and materials basis at Cawood's prevailing rate. Such charges will be discussed with the Customer in advance and the provision of Services commenced following the Customer's authorisation of the charges for the additional services. In relation to all Services, Cawood shall be entitled to charge the Customer for any expenses not quoted for but reasonably incurred by the individuals whom Cawood engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of Services provided by third parties and required by Cawood for the performance of the Services, and for the cost of any materials.

10.3 Cawood reserves the right to increase its list prices at any time. Cawood will endeavour to give the Customer written notice of any such increase one month before the proposed date of the increase.

10.4 If a purchase order number or equivalent reference is required by the Customer for payment of an invoice, it is the responsibility of the Customer to ensure that this is provided at the time of the submission of the relevant Samples. Cawood reserves the right to charge an administration charge for delays in providing these details.

10.5 Cawood shall invoice the Customer in accordance with the periods set out in the Quotation.

10.6 The Customer shall pay each invoice submitted by Cawood:

(a) within 30 days of the date of the invoice (unless alternative payment terms are agreed); and

(b) in full and in cleared funds to a bank account nominated in writing by Cawood, and time for payment shall be of the essence of the Contract. Receipts for payment will be issued only upon request by the Customer.

10.7 All amounts payable by the Customer under a Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Cawood to the Customer, the Customer shall, on receipt of a valid VAT invoice from Cawood, pay to Cawood such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

10.8 Should the Customer fail to make payment in full within 30 days of the date of invoice, without prejudice to any other right or remedy available to Cawood, Cawood:

(a) shall be entitled to charge the Customer interest (both before and after any judgment) on the amount unpaid from the day that payment is due until the date of payment in full at the rate of 4% above the base rate from time to time of the Bank of England; and

(b) reserves the right to suspend the provision of any Services to the Customer and withhold results and/or "Certificates of Analysis" relating to any outstanding Services until such time as any late payments are made in full. The Customer will be liable for payment of any costs and expenses whatsoever incurred by Cawood in the collection of any overdue payment amount.

10.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Cawood may at any time, without limiting its other rights or remedies, set-off any amount owing to it by the Customer against any amount payable by Cawood to the Customer.

11 Intellectual Property

11.1 As between the Customer and Cawood, all Intellectual Property Rights in or arising in connection with the Services (including without limitation the analyses and data relating to the results of the Services) shall be owned by Cawood. Cawood (and its successors, assignees and licensees) shall have the right to exploit such Intellectual Property Rights by any and all means and in any and all media throughout the world absolutely free from any restriction or encumbrance, without payment to the Customer. In particular, Cawood has the right to collate, aggregate and use anonymised results data for any purpose (including commercial exploitation) which it sees fit.

11.2 Subject to Clause 11.3, Cawood licenses all Intellectual Property Rights in the results of the Services to the Customer on a non-exclusive, worldwide and perpetual basis, to such extent as is necessary to enable the Customer to make reasonable use of the results of the Services.

11.3 The Customer acknowledges that, where Cawood does not own any materials or relevant Intellectual Property Rights, the Customer's licence of relevant Intellectual Property Rights is conditional upon Cawood obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Cawood to license such rights to the Customer.

11.4 The Customer warrants and undertakes that in the event that the Customer shall submit to Cawood any specifications, designs, plans or other materials (including Samples) that the same shall not breach any third party's Intellectual Property Rights of whatever nature or howsoever occurring.

11.5 The Customer shall indemnify and hold Cawood, its employees, agents and subcontractors harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by Cawood, its employees, agents and subcontractors as a result of or in connection with any claim, action proceeding or allegation of whatever nature (whether in contract, tort, negligence or otherwise) that the specifications, designs, plans or other materials (including Samples) provided by the Customer infringe a third party's Intellectual Property Rights.

11.6 For the avoidance of doubt, Cawood shall retain all Intellectual Property Rights in any new processes or methodologies it develops during the provision of the Services.

12 Confidentiality

12.1 Subject to the provisions of Clause 11.1, each of the parties undertakes with the other to keep confidential and not to disclose to any third party or use for any purpose (other than as contemplated by the Contract) any Confidential Information supplied by the other party save as may be required by law or to employees, agents and subcontractors who have reasonable need to see and use such Confidential Information and the receiving party shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. This Clause 12.1 shall survive termination of the Contract.

12.2 None of the material or information provided by Cawood to the Customer shall be used by the Customer to convey any connection with Cawood, or any endorsement or implied approval of, or on behalf of, Cawood of any aspect of the Customer's business or products except for disclosures required by regulatory submissions or with the prior consent of Cawood.

13 Liability

13.1 Cawood shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any submission of Sample(s), data or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their arrival or non-arrival, or any other fault of the Customer.

13.2 Nothing in these terms or conditions shall limit or exclude Cawood's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.3 Subject to Clause 13.2:

(a) Cawood shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract; and

(b) Cawood's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer under the Contract in relation to the relevant Services.

13.4 The terms implied by sections 3 to 5 of the Supply Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.5 Any results given by Cawood to the Customer are given on the understanding that they are subject to normal experimental error and are based on the methods and techniques known by Cawood at the relevant time. Cawood accepts no liability whatsoever for any loss or damage resulting from any delay or the value of the result of the analysis issued.

13.6 The Customer confirms and acknowledges that it is the sole responsibility of the Customer to ensure that the particular Services are appropriate for the Customer's requirements.

13.7 This Clause 13 shall survive termination of the Contract.

14 Termination

14.1 Without limiting its other rights or remedies, Cawood may terminate any Contract by giving the Customer one month's written notice.

14.2 Without limiting its other rights or remedies, either party may terminate a Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the other party suffers an Insolvency Event;

(c) the other party suspends or ceases, or threatens to suspend or 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 Cawood's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.3 Without limiting its other rights or remedies, Cawood may terminate a Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment and fails to pay all outstanding amounts within 30 days after being notified in writing to do so;

(b) Cawood considers (acting reasonably) that continuance of the Contract may cause Cawood significant reputational harm; or

(c) Cawood suspects (acting reasonably) that the Customer has or is attempting to manipulate the results of Cawood's analyses in order to mislead a third party or is otherwise acting in a fraudulent manner in relation to the Services.

15 Consequences of Termination

15.1 On termination of a Contract for any reason:

(a) the Customer shall immediately pay to Cawood all of Cawood's outstanding unpaid invoices (and any interest due) under that Contract and, in respect of Services supplied under a Contract where no invoice has been submitted, Cawood shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall immediately return all of the Cawood Materials provided by Cawood under that Contract. If the Customer fails to do so, then Cawood 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 the Contract;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

16 Force Majeure

16.1 For the purposes of a Contract, "Force Majeure Event" means an event beyond the reasonable control of Cawood, its employees, agents or subcontractors including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Cawood or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

16.2 Cawood shall not be liable to the Customer as a result of any delay or failure to perform its obligations under any Contract as a result of a Force Majeure Event.

16.3 If the Force Majeure Event prevents Cawood from providing any of the Services under a Contract for more than four weeks, Cawood shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

17 Anti-Bribery

17.1 The parties shall not, and shall procure that their directors, employees, agents, representatives, contractors or sub-contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

17.2 The parties shall have in place adequate procedures designed to prevent any person working for or engaged by a party or any other third party in any way connected to a Contract, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

17.3 Breach of this clause 17 by the Customer shall entitle Cawood to terminate any Contract by written notice with immediate effect.

18 Modern Slavery

18.1 The Customer shall, and Cawood shall procure (where relevant) that all persons who are performing services or providing goods in connection with, or which will or may be used in performing or to support the performance of any Contract in any part of the world (collectively, its **Supply Chain**) shall, at all relevant times:

(a) comply with the provisions of the Modern Slavery Act 2015 (the **Act**) and all applicable laws, regulations, codes and guidance made under it or relating to it, and ensure that all of its relevant staff have received appropriate training on the same;

(b) not engage in any activity, practice or conduct that would constitute an offence under the Act if such activity, practice or conduct were carried out in the UK;

(c) comply with any policy relating to Slavery and Human Trafficking as required by Cawood; and

(d) take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business, or its Supply Chain in the case of Cawood.

18.2 The Customer shall immediately notify Cawood if it has reason to believe that it or any person in its business is engaged in Slavery and Human Trafficking or is in breach, or is likely to breach, the Act or any provision of clause 18.1, or if it receives a communication from any person alleging any of the foregoing.

18.3 For the purposes of this clause 18, the phrase **Slavery and Human Trafficking** shall have the meaning given to it in Section 54 (12) of the Act.

19 Data Protection

19.1 The provision of the Services may require Cawood to Process Personal Information (e.g. name and address data) for and on behalf of the Customer. In respect of such Processing, the parties acknowledge and agree that:

(a) the Customer shall be the Data Controller and Cawood shall be the Data Processor;

(b) the Customer shall be solely responsible for determining the purpose(s) for which and the manner in which the Personal Information will be Processed by Cawood; and

(c) Clauses 19.2 to 19.8 below shall apply.

19.2 The Customer shall:

(a) comply with all Data Privacy Laws;

(b) obtain and maintain all relevant registrations (and similar) required by Data Privacy Laws; and

(c) ensure that all instructions that it issues to Cawood comply with Data Privacy Laws.

19.3 When Processing Personal Information as part of the delivery of the Services, Cawood shall:

(a) Process the Personal Information only on the documented instructions of the Customer, except to the extent that any Processing of Personal Information is required by applicable law;

(b) where Processing of Personal Information by Cawood is required by applicable law, Cawood shall inform the Customer of the relevant legal requirement before processing, unless such law prohibits Cawood from doing so;

(c) notify the Customer where Cawood reasonably believes any documented instructions from the Customer in respect of the Processing of Personal Information infringe any Data Privacy Laws or any other applicable law;

(d) ensure that its personnel who are authorised to Process the Personal Information have committed themselves to confidentiality;

(e) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of Processing;

(f) only appoint a third party to Process Personal Information on its behalf in accordance with clauses 19.4 and 19.5 below;

(g) taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights under Data Privacy Laws;

(h) notify the Customer without undue delay after becoming aware of a Data Breach;

(i) assist the Customer in its compliance with its obligations under Data Privacy Laws in respect of notifying Data Breaches to the ICO and affected Data Subjects, insofar as it is able taking into account the nature of the Processing and the information available to Cawood;

(j) at the Customer's discretion, delete or return to the Customer all of the Personal Information Processed upon completion of the Services and delete any copies of such Personal Information unless any applicable law require that copies are kept. For the avoidance of doubt, this does not apply to anonymised results data which shall remain the property of Cawood and Cawood is entitled to use in accordance with clause 11; and

(k) make available to the Customer all information necessary to demonstrate compliance with its obligations in this clause 19.3.

19.4 Cawood shall not sub-contract its Processing of Personal Information to a third party without the Customer's prior specific or general written authorisation (not to be unreasonably withheld, conditioned or delayed). Where any sub-contracting of Processing of Personal Information is based on the Customer's general written authorisation, Cawood shall inform the Customer of any intended changes concerning the addition or replacement of any sub-contractors and the Customer shall notify Cawood of any objections it has to any such changes in writing within five (5) Business Days, after which any such changes which the Customer has not objected to in accordance with this clause 19.4 shall be deemed to be accepted.

19.5 Where Cawood sub-contracts its Processing of Personal Information to a third party in accordance with clause 19.4 above, Cawood shall:

(a) ensure that any such third party is subject to the same data protection obligations as those set out in clause 19.3 above;

(b) obtain sufficient guarantees from any such third party that they will implement appropriate technical and organisational measures in such a manner that the Processing of Personal Information by such third party will meet the requirements of Data Privacy Laws; and

(c) remain liable to the Customer for any Processing of Personal Information by any such third party.

19.6 Each party shall co-operate with the ICO on the request of the other party in respect of the performance of its tasks under any Contract.

19.7 Cawood shall not transfer Personal Information to any country outside the EEA without the prior written consent of the Customer, such consent may be subject to and given on such terms as the Customer may in its discretion prescribe (acting reasonably and in compliance with Data Privacy Laws).

19.8 In the event that the Customer consents to the transfer of Personal Data from the Suppler to a country outside of the EEA under clause 19.7, Cawood shall confirm in writing details of how Cawood will ensure an adequate level of protection and adequate safeguards in respect of the Personal Information that will be processed in and/or transferred outside of the EEA so as to ensure compliance with the Data Privacy Laws.

20 General

20.1 **Assignment and other dealings**

(a) Cawood may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. Where Cawood subcontracts Services, it shall use reasonable endeavours to notify the Customer of any such sub-contracting and endeavour to clearly indicate the same in any Quotation and on subsequent 'Certificates of Analysis' provided by Cawood.

(b) The Customer shall not, without the prior written consent of Cawood, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

20.2 **Notices**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 20.2(a), 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

20.3 **Severance**

(a) If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If one party gives notice to the other of the possibility that any provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.4 **Waiver**

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its 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.

20.5 **Third parties**

A person who is not a party to the Contract shall not have any rights to enforce its terms.

20.6 **Variation**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Cawood.

20.7 **Entire Agreement**

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Cawood which is not set out in the Contract.

20.8 **Governing law and Jurisdiction**

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

QUOTATION

DAVID ROYLE
LDCL
COWSLIP OFFICES
FIMBER
DRIFFIELD
EAST YORKSHIRE
YO25 9LY

Quote Ref : Q32672/18

Issue Date : 27-MAR-2018

Client Code : J143
(Please quote above code for all enquiries)

Dear Dave

With reference to your e-mail, I have pleasure in providing a quotation for the analysis as requested.

This quotation is valid for 1 or more samples, submitted on one occasion and is valid until 27-Sep-2018. The individual prices quoted apply to the quotation as a whole. If you do not require all of the analysis in this quotation, please contact the laboratory and we will be pleased to issue another quotation.

Samples must be sent to the laboratory Postage Paid.

The weight of sample required to carry out the analysis for this quotation is 1000 g (or mls for liquid samples).

Please quote the reference number above and your client code when submitting samples under this quotation.

Please note that this quotation does not indicate the accreditation status of the individual tests listed. If accreditation is required this must be confirmed with the laboratory prior to the receipt of the samples.

May we draw your attention to the full terms and conditions attached to this quotation. Unless otherwise agreed in writing, these terms and conditions shall apply to any order placed by the customer. In the event of any inconsistency between these terms and those passing between the parties, these terms shall prevail. No variation of the terms and conditions shall be allowed unless expressly agreed by Cawood in writing.Samples of soil and plant tissue originating outside of the EU are classed as being of foreign origin and therefore must be submitted alongside a copy of our DEFRA import licence. In addition, under the conditions of the import licence, foreign samples should be disposed of in an appropriate manner (autoclaved/incinerated). Therefore an additional charge will be incurred for this disposal.

Please note that our terms of credit are payment within 30 days of the date of invoice (unless alternative payment terms are agreed) Failure to adhere to this may invalidate this quotation.

I do hope that you will find this quotation acceptable and that you will entrust us with your samples. If you have any queries regarding this quotation or any of the services provided by Natural Resource Management, then please telephone on 01344 886338 or fax on 01344 890972.

Yours sincerely

Dr R C Wilkinson

QUOTATION

DAVID ROYLE
LDCL
COWSLIP OFFICES
FIMBER
DRIFFIELD
EAST YORKSHIRE
YO25 9LY

Quote Ref : Q32672/18

Issue Date : 27-MAR-2018

Client Code : J143

(Please quote above code for all enquiries)

Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL	
A883	SPECIFICATION FOR SUBSOIL [BS8601:2013] with classification - Includes pH, Electrical Conductivity, Particle Size Distribution by Sieving & Sedimentation, Stones, Extractable Phosphorus, Potassium, Magnesium, Exchangeable Sodium Percentage, Organic Matter [LOI], Calcium Carbonate & Phytotoxic & Visible Contaminants pH - measured in water [1:2.5] - reported as dry basis Available Phosphorus - Sodium Bicarbonate Extractable - Olsens - reported as mg/l dry basis Available Potassium - Ammonium Nitrate Extractable - reported as mg/l dry basis Available Magnesium - Ammonium Nitrate Extractable - reported as mg/l dry basis SAND FRACTION 2.00-0.063mm - reported as % w/w mineral fraction <2.00mm dry basis SILT FRACTION 0.063-0.002mm - reported as % w/w mineral fraction <2.00mm dry basis CLAY FRACTION <0.002mm - reported as % mineral fraction <2.00mm dry	125.84

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Continued.....

QUOTATION

DAVID ROYLE
LDCL
COWSLIP OFFICES
FIMBER
DRIFFIELD
EAST YORKSHIRE
YO25 9LY

Quote Ref : Q32672/18

Issue Date : 27-MAR-2018

Client Code : J143

(Please quote above code for all enquiries)

Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL	
	basis Textural Classification for PSD Analysis Stones 20-75mm - reported as % w/w Stones >75mm - reported as % w/w STONE FRACTION 2-20mm - reported as % w/w or w/v dry basis Visible Contaminants >2mm - reported as % Electrical Conductivity - Saturated Calcium Sulphate - reported as uS/cm or mmhos/cm dry basis Organic Matter - Loss on Ignition [JAS-568] - reported as % w/w dry basis Available Sodium - Ammonium Nitrate Extractable - reported as mg/l dry basis Extractable Calcium - Ammonium Nitrate Extractable - reported as mg/l dry basis Calcium Carbonate Equivalents - Neutralising Value - reported as % w/w CaCO3 equivalents dry basis Total Zinc [JAS-0510,JAS-0300] - reported as mg/kg dry basis	

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Continued.....

QUOTATION

DAVID ROYLE
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Quote Ref : Q32672/18

Issue Date : 27-MAR-2018

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Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL	
	Total Copper [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Nickel [JAS-0510,JAS-0300] - reported as mg/kg dry basis Determination of Total Fresh Weight - reported as g Mass of Sharps - reported as mg/kg	
E020	ICRCL Suite with Speciated PAH [EPA-16] and EPH C10-C40 including- pH, Conductivity, Hot Water Soluble Boron, Arsenic, Cadmium, Chromium, Lead, Nickel, Zinc, Copper, Selenium, Mercury, Total Cyanide, Sulphide, Monohydric Phenols, Elemental Sulphur, Water Soluble Sulphate, Speciated PAH [EPA-16] and EPH C10-C40 Determination of pH (1:10) on as-received waste samples Determination of water soluble Sulphate in soil 1:2 ratio - reported as g/l dry basis Electrical Conductivity 1:2.5 ratio in water - reported as uS/cm weight/volume dry basis Hot Water Soluble Boron - reported as mg/l dry basis	72.34

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Continued.....

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Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL	
	Total Arsenic [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Cadmium [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Lead [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Zinc [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Mercury - reported as mg/kg dry basis Total Nickel [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Selenium [JAS-0510,JAS-0455] - reported as mg/kg dry basis Total Copper [JAS-0510,JAS-0300] - reported as mg/kg dry basis Determination of Total Phenols [Colorimetric] in Soil - reported as mg/kg as received basis. Elemental Sulphur - reported as mg/kg dry basis Determination of Easily Liberated Sulphide [Steam Distillation] - reported as mg/kg as received basis Determination of Total Cyanide - reported as mg/kg as received Determination of Individual PAH EPA16 including Total PAH - reported as mg/kg as received basis Bulk Density - Disturbed Soil - reported as g/l	

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Continued.....

QUOTATION

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Quote Ref : Q32672/18

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Analysis Code	Analysis Description	Price
	SAMPLE MATRIX : SOIL EPH in soil as DRO and OIL - reported as mg/kg Total Chromium [JAS-0510,JAS-0300] - reported as mg/kg dry basis Total Solids (Dry Matter) at 105 C - reported as % w/w as received basis	

Prices are Pounds Sterling and are subject to Value Added Tax at the rate current at the time of invoicing. Where the Standard Operating Procedure has been identified (as [JAS-xxx]) the analysis is available as UKAS accredited.

Quotation prepared by .....*Dr R C Wilkinson*..... Date .....*27/03/18*.....

Cawood Scientific Limited – Standard Terms and Conditions for Analytical Data Services
Last updated: November 2017

1 Introduction

The Customer's attention is drawn to these terms and conditions of business which govern all contractual arrangements with Cawood Scientific Limited, whether trading through any of its operating divisions or otherwise.

2 Definitions

2.1 In these conditions:

Analysis Request Form means the paperwork supplied by Cawood to the Customer or the online form that the Customer is directed to by Cawood (as applicable), containing questions for the Customer in relation to ordered Services and Samples to be submitted.

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

Cawood means Cawood Scientific Limited, registered in England and Wales with company number 05655711, and whose registered office is at Coopers Bridge, Braziers Lane, Berkshire, RG42 6NS, whether trading through any of its operating divisions of: "NRM Laboratories", "Sciantec Analytical Services", and "Sci-Tech Laboratories", or in its own name.

Customer means any person who places an order for Services.

Conditions means the terms and conditions set out in this document, as amended from time to time.

Confidential Information means any and all information (which may be written, oral or in any other format) that: (i) is by its nature confidential; (ii) the other party knows or ought to know is confidential; (iii) is designated by either party as confidential; (iv) relates to the Samples, products, operations, systems, security, processes, procedures, tools, methodologies, utilities, know-how, plans, intentions, product information, market opportunities, business affairs, financial position, assets, liabilities, business strategies (including marketing, advertising and commercial plans), ideas and business projections of either party, and is disclosed to or otherwise learnt or acquired by the other party in connection with a Contract (including information acquired during an audit of Cawood's premises), but which is not: (a) lawfully in the possession of the recipient before disclosure; (b) available to the recipient on a non-confidential basis prior to disclosure by the discloser; or (c) in the public domain other than as a direct result of the information being disclosed by the recipient or its representatives in breach of these Conditions (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);

Contract means the contract made between the Customer and Cawood and which is formed by acceptance of the Quotation by the Customer (either expressly or by the provision of Samples by the Customer to Cawood) for the supply of Services, incorporating these Conditions.

Data Breach means: (i) any unauthorised loss, corruption, damage, destruction, alteration, disclosure or access to any Personal Information; (ii) any unauthorised or unlawful Processing of Personal Information; or (iii) any breach of Data Privacy Laws.

Data Controller has (until 25 May 2018) the meaning given to "Controller" under the Data Protection Directive 1995/46/EU and (from 25 May 2018) the meaning given to "Controller" under the General Data Protection Regulation (EU 2016/679).

Data Privacy Laws means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, (until 25 May 2018) the Data Protection Act 1998 and any other laws in force from time to time which implement the Data Protection Directive 1995/46/EC and (from 25 May 2018) the General Data Protection Regulation (EU 2016/679), and the equivalent in any other relevant jurisdictions all as amended or replaced from time to time.

Data Processor has (until 25 May 2018) the meaning given to "Processor" under the Data Protection Directive 1995/46/EU and (from 25 May 2018) the meaning given to "Processor" under the General Data Protection Regulation EU 2016/679).

Data Subject has (until 25 May 2018) the meaning given under the Data Protection Directive 1995/46/EC and (from 25 May 2018) the meaning given under the General Data Protection Regulation (EU 2016/679).

EEA means the member states of the European Union, Norway, Iceland, Liechtenstein and the United Kingdom.

ICO means the UK Information Commissioner's Office, or the equivalent national data protection authority in any relevant jurisdiction.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how, testing methods and trade secrets) and any other intellectual property rights, in

each case whether registered or unregistered and including all applications for and renewals or extension of such rights, and all similar or equivalent rights or forms of protection subsisting at any time in any part of the world.

Insolvency Event means any one or more of the following events: (i) an administrator, administrative receiver, receiver or manager, liquidator, provisional liquidator or similar officer is appointed in respect of the whole or any part of a party's assets and/or a winding up petition is issued against a party; (ii) the party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; and/or (iii) the party is subject to an event analogous to (i) or (ii) above in any other jurisdiction.

Personal Information means any information which: i) falls within the definition of "Personal Data" under the Data Protection Directive 1995/46/EU (until 25 May 2018) and within the definition of "Personal Data" under the General Data Protection Regulation EU 2016/679 (from 25 May 2018); and ii) in relation to which the Supplier is providing the Services or which the Supplier is required to Process (subject to the Data Privacy Laws) in connection with a Contract.

Processing has (until 25 May 2018) the meaning given under the Data Protection Directive 1995/46/EU and (from 25 May 2018) the meaning given under the General Data Protection Regulation EU 2016/679) (and Process, Processed and Processes shall be construed accordingly).

Quotation means any written quotation issued by Cawood to the Customer in relation to proposed Services.

Samples means the sample(s) supplied by the Customer to Cawood from time to time in order that Cawood may perform the Services.

Services means the analytical testing, investigation, test protocols or other investigation and technical services to be provided by Cawood as detailed in the Quotation.

3 Contract Formation

3.1 Cawood shall supply the Services to the Customer subject to these Conditions, which shall apply to the provision of all Services carried out by Cawood.

3.2 Unless stated otherwise, the Quotation shall constitute an offer and will typically be open for acceptance by the Customer for the period specified in the Quotation. If the Customer's acceptance of a Quotation is inconsistent with the Quotation or these Conditions, Cawood shall not be bound by such inconsistency unless it specifically agrees in writing to the relevant variation or inconsistency.

3.3 At its absolute discretion, Cawood reserves the right to withdraw a Quotation prior to acceptance by the Customer at any time. Cawood is not responsible whatsoever for any loss or damage encountered as result of this action.

3.4 The Customer acknowledges that any obvious typographical or clerical error or omission in any Quotation, invoice or other document issued by Cawood shall be subject to correction by Cawood at any time without any liability to Cawood

3.5 Any drawings, descriptive matter or advertising issued by Cawood, and any descriptions or illustrations contained in Cawood's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract nor have any contractual force.

3.6 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4 Supply of Services

4.1 Subject to these Conditions and unless otherwise agreed, Cawood shall supply the Services to the Customer (and employ the tests) in accordance with the accepted Quotation in all material respects. If a situation arises where Cawood deems the quoted method to be inappropriate or unsuitable, this will be discussed with the Customer prior to making any alterations in the methodology and pricing.

4.2 The Customer is responsible for providing Cawood with all relevant information regarding the Services required (and Samples provided) by the Customer and shall accurately fill out an Analysis Request Form prior to commencement of the Services (or provide equivalent paperwork detailing the requested information). The Customer acknowledges that failure to provide information and/or fill out an Analysis Request Form correctly may delay provision of the Services.

4.3 Cawood shall use reasonable endeavours to meet any performance dates specified in the Quotation (if any) but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Cawood reserves the right to extend the turnaround time for the provision of results.

4.4 Cawood shall have the right, without liability, to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Cawood shall notify the Customer in any such event.

4.5 Cawood warrants to the Customer that the Services will be provided using reasonable care and skill.

5 Supply of Samples

5.1 The Customer shall provide Samples in such form and quantities as may be reasonably required by Cawood to provide the Services. Any alternative form and/or excess quantities of Samples provided to Cawood and requiring disposal may be charged as an additional cost to the Customer.

5.2 Cawood shall, where appropriate, supply the Customer with packaging and/or containers for the Samples to be collected and sent to Cawood and the supply of packaging for Samples will be considered in the Quotation. Any such packaging supplied by Cawood to the Customer is supplied for the sole purpose of receiving Services and the Customer agrees that any packaging supplied shall only be used for such purpose and that the packaging shall remain at all times the property of Cawood.

5.3 Cawood shall not be responsible for the integrity of any analysis, result or output of the Services where Samples have not been submitted to Cawood in packaging provided by Cawood or, otherwise, in accordance with Cawood's instructions.

6 Collection of Samples

6.1 Where the Customer requires Cawood to collect Samples from the Customer, Cawood may appoint (on the Customer's behalf) a third party courier to collect and deliver the Samples to Cawood. Any third party courier used to deliver Samples is used at the Customer's own risk and Cawood shall have no liability whatsoever in relation to such courier services (including in relation to time of delivery).

6.2 The Customer shall be responsible for all charges in relation to any courier services commenced pursuant to Clause 6.1. Where Cawood arranges the collection of any Sample from a Customer and the Sample is not available for collection at the specified time as agreed between the parties, Cawood reserves the right to charge the Customer the price agreed for the collection of the Sample. In the event that the Services are terminated, the Customer shall be responsible for all courier costs incurred up to and including the date of such termination.

6.3 The Customer acknowledges that by requesting courier services it has authority to authorise the collection and delivery of Samples by the courier from the collection point to Cawood or such other location as agreed between Cawood and the Customer in writing.

6.4 The Customer agrees that the relevant courier’s receipt shall be conclusive evidence of the date and time of collection of Samples from the Customer.

7 Analytical Services

7.1 In normal circumstances, analysis of Samples are carried out singly, strictly in accordance with Cawood’s quality assurance procedures. If duplicate or repeat analysis is expressly requested by the Customer following acceptance of a Quotation (that does not account for such duplicate or repeat analysis), then Cawood shall be entitled to increase the price and, once accepted by the Customer, this price increase shall be considered a variation of the Contract.

7.2 If the Customer requests duplicate or repeat analysis of a Sample in circumstances where the original analysis is found to be incorrect, no extra charge shall be levied for repeating or rectifying the analysis.

7.3 In certain circumstances, for example where a Sample received by Cawood is exceptionally heterogeneous, Cawood may deem repeat analyses of a Sample to be necessary in order to produce meaningful results. Should Cawood deem it necessary to carry out repeat analysis of any Samples, it shall discuss this first with the Customer (including any anticipated increase in the agreed pricing) and only proceed with the Services once the Customer has agreed to any increases in the pricing.

7.4 Cawood reserves the right, subject to prior agreement with the Customer, to levy a surcharge for Services required urgently where this urgency has not been factored into the original Quotation.

7.5 Laboratory records for accredited analysis such as chromatograms, notebooks, worksheets, test certificate and reports are retained by Cawood for four years from the date of receipt of a Sample, unless alternative longer arrangements are agreed in writing with the Customer prior to entering into the Contract, or a longer period is required by law.

7.6 Unless otherwise agreed by the parties in writing, Cawood may dispose of all Samples in line with the relevant site accreditation - this right to dispose will trigger, at the earliest, at 14 days from Cawood's receipt of the relevant Sample. In certain circumstances, Sample(s) will be retained by Cawood prior to disposal for longer periods. The time that Samples are retained is dependent on a number of factors including Sample type and site accreditation stipulations. If the Customer requires Cawood to retain Samples for a longer period of time than it otherwise would have retained them for, Cawood reserves the right to charge an additional storage fee at its standard rates from time to time.

Legal Analysis

7.7 The Customer acknowledges that Cawood is not a public analyst nor is it statutorily approved as a public analyst for the purpose of any legislation containing or referring to such expression.

7.8 The Customer shall notify Cawood in writing prior to the issuing of a Quotation if any of the Services (including any analysis of the Samples provided) are likely to be used for the purpose of arbitration or litigation. In the event that the Customer should fail

to do so, Cawood may refuse to provide information and/or supporting data as expert testimony and/or for use in the legal proceedings and will not be responsible for any loss as a result of such refusal.

7.9 Subject to Clause 7.8 and Clause 7.10, if Cawood does agree to carry out an analysis for use in legal proceedings, any such analysis will be carried out in accordance with the procedures from time to time established by Cawood for the analysis of Samples required specifically for legal proceedings.

7.10 If a Quotation has been provided to the Customer and accepted in circumstances where Cawood was not aware that the Services (and analysis) in question would be used in legal proceedings, Cawood shall be entitled to vary the Contract accordingly to reflect the increased value of Services. Cawood shall proceed with the Services once the Customer has approved and accepted the revised pricing.

8 Health and Safety

8.1 The Customer shall inform Cawood in advance of Cawood receiving any relevant Sample if the Sample contains hazardous, dangerous or harmful substances, including asbestos. In the absence of such express notification, the Customer warrants that no Sample will constitute or contain dangerous, harmful or hazardous materials. Cawood reserves the right to charge for any administration and/or specific handling requirements involved in handling hazardous, dangerous or harmful Samples (where it was not aware that these would be provided at the point of Quotation).

8.2 The Customer shall take all appropriate steps to ensure that Samples will not endanger the health and safety of Cawood, its employees or agents and that of any third party sub-contractor together with property, vehicles or premises.

8.3 The Customer shall indemnify and hold Cawood, its employees, servants, agents and subcontractors harmless from all claims and all direct, indirect or consequential liabilities and losses (including loss of profits, loss of business, depletion of goodwill and similar losses), incurred or paid by, Cawood, its employees, agents and subcontractors as a result of or in connection with the Customer's breach of any of the provisions set out in Clause 8.1 and Clause 8.2.

9 Customers' Obligations

9.1 The Customer shall:

(a) co-operate with Cawood in all matters relating to the Services;

(b) provide Cawood with such information and materials as Cawood may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(c) obtain and maintain all necessary licences, permissions and consents (including in relation to Samples) which may be required before the date on which the Services are to start;

(d) keep and maintain all materials and equipment (including packaging), documents and other property of Cawood supplied to the Customer ("**Cawood Materials**"), at the Customer's premises in safe custody and at the Customer's own risk, until returned to Cawood, and not dispose of or use Cawood Materials other than in accordance with Cawood's express instructions;

(e) be responsible for ensuring that Samples for 'Time Dependent Services' (as specified in the Quotation or Analysis Request Form, if any) are delivered to Cawood promptly, that documentation for a 'Chain of Custody' is completed correctly and that appropriate labels are placed on the Samples to notify Cawood that the provision of 'Time Dependent Services' has been agreed between the parties;

(f) notify Cawood when Samples are despatched from outside the United Kingdom, with details in particular to enable customs clearance of Samples to be carried out effectively (if appropriate). Cawood shall not be held liable for any delays encountered as a result of a failure to carry out this notification. The Customer will be liable for and will indemnify Cawood against any Customs and Excise duties, charges or levies paid by Cawood in relation to Samples; and

(g) notify Cawood of any other relevant issues that Cawood should be made aware of.

9.2 If Cawood's (or its employees', agents' and subcontractors') performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

(a) Cawood shall, without limiting its other rights or remedies, 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 to the extent the Customer Default prevents or delays Cawood's (or its employees', agents' and subcontractors') performance of any of its obligations;

(b) Cawood shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Cawood's (or its employees', agents' and subcontractors') failure or delay to perform any of its obligations as set out in this Clause 9.2; and

(c) the Customer shall reimburse Cawood on written demand for any costs or losses sustained or incurred by Cawood arising directly or indirectly from the Customer Default.

10 Price and Payment for the Services

10.1 Unless otherwise agreed, the price for the Services shall be set out in the Contract.

10.2 Charges for services other than the Services (i.e. not included in the Quotation) will normally be calculated on a time and materials basis at Cawood's prevailing rate. Such charges will be discussed with the Customer in advance and the provision of Services commenced following the Customer's authorisation of the charges for the additional services. In relation to all Services, Cawood shall be entitled to charge the Customer for any expenses not quoted for but reasonably incurred by the individuals whom Cawood engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of Services provided by third parties and required by Cawood for the performance of the Services, and for the cost of any materials.

10.3 Cawood reserves the right to increase its list prices at any time. Cawood will endeavour to give the Customer written notice of any such increase one month before the proposed date of the increase.

10.4 If a purchase order number or equivalent reference is required by the Customer for payment of an invoice, it is the responsibility of the Customer to ensure that this is provided at the time of the submission of the relevant Samples. Cawood reserves the right to charge an administration charge for delays in providing these details.

10.5 Cawood shall invoice the Customer in accordance with the periods set out in the Quotation.

10.6 The Customer shall pay each invoice submitted by Cawood:

(a) within 30 days of the date of the invoice (unless alternative payment terms are agreed); and

(b) in full and in cleared funds to a bank account nominated in writing by Cawood, and time for payment shall be of the essence of the Contract. Receipts for payment will be issued only upon request by the Customer.

10.7 All amounts payable by the Customer under a Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Cawood to the Customer, the Customer shall, on receipt of a valid VAT invoice from Cawood, pay to Cawood such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

10.8 Should the Customer fail to make payment in full within 30 days of the date of invoice, without prejudice to any other right or remedy available to Cawood, Cawood:

(a) shall be entitled to charge the Customer interest (both before and after any judgment) on the amount unpaid from the day that payment is due until the date of payment in full at the rate of 4% above the base rate from time to time of the Bank of England; and

(b) reserves the right to suspend the provision of any Services to the Customer and withhold results and/or "Certificates of Analysis" relating to any outstanding Services until such time as any late payments are made in full. The Customer will be liable for payment of any costs and expenses whatsoever incurred by Cawood in the collection of any overdue payment amount.

10.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Cawood may at any time, without limiting its other rights or remedies, set-off any amount owing to it by the Customer against any amount payable by Cawood to the Customer.

11 Intellectual Property

11.1 As between the Customer and Cawood, all Intellectual Property Rights in or arising in connection with the Services (including without limitation the analyses and data relating to the results of the Services) shall be owned by Cawood. Cawood (and its successors, assignees and licensees) shall have the right to exploit such Intellectual Property Rights by any and all means and in any and all media throughout the world absolutely free from any restriction or encumbrance, without payment to the Customer. In particular, Cawood has the right to collate, aggregate and use anonymised results data for any purpose (including commercial exploitation) which it sees fit.

11.2 Subject to Clause 11.3, Cawood licenses all Intellectual Property Rights in the results of the Services to the Customer on a non-exclusive, worldwide and perpetual basis, to such extent as is necessary to enable the Customer to make reasonable use of the results of the Services.

11.3 The Customer acknowledges that, where Cawood does not own any materials or relevant Intellectual Property Rights, the Customer's licence of relevant Intellectual Property Rights is conditional upon Cawood obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Cawood to license such rights to the Customer.

11.4 The Customer warrants and undertakes that in the event that the Customer shall submit to Cawood any specifications, designs, plans or other materials (including Samples) that the same shall not breach any third party's Intellectual Property Rights of whatever nature or howsoever occurring.

11.5 The Customer shall indemnify and hold Cawood, its employees, agents and subcontractors harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by Cawood, its employees, agents and subcontractors as a result of or in connection with any claim, action proceeding or allegation of whatever nature (whether in contract, tort, negligence or otherwise) that the specifications, designs, plans or other materials (including Samples) provided by the Customer infringe a third party's Intellectual Property Rights.

11.6 For the avoidance of doubt, Cawood shall retain all Intellectual Property Rights in any new processes or methodologies it develops during the provision of the Services.

12 Confidentiality

12.1 Subject to the provisions of Clause 11.1, each of the parties undertakes with the other to keep confidential and not to disclose to any third party or use for any purpose (other than as contemplated by the Contract) any Confidential Information supplied by the other party save as may be required by law or to employees, agents and subcontractors who have reasonable need to see and use such Confidential Information and the receiving party shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. This Clause 12.1 shall survive termination of the Contract.

12.2 None of the material or information provided by Cawood to the Customer shall be used by the Customer to convey any connection with Cawood, or any endorsement or implied approval of, or on behalf of, Cawood of any aspect of the Customer's business or products except for disclosures required by regulatory submissions or with the prior consent of Cawood.

13 Liability

13.1 Cawood shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any submission of Sample(s), data or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their arrival or non-arrival, or any other fault of the Customer.

13.2 Nothing in these terms or conditions shall limit or exclude Cawood's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.3 Subject to Clause 13.2:

(a) Cawood shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract; and

(b) Cawood's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer under the Contract in relation to the relevant Services.

13.4 The terms implied by sections 3 to 5 of the Supply Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.5 Any results given by Cawood to the Customer are given on the understanding that they are subject to normal experimental error and are based on the methods and techniques known by Cawood at the relevant time. Cawood accepts no liability whatsoever for any loss or damage resulting from any delay or the value of the result of the analysis issued.

13.6 The Customer confirms and acknowledges that it is the sole responsibility of the Customer to ensure that the particular Services are appropriate for the Customer's requirements.

13.7 This Clause 13 shall survive termination of the Contract.

14 Termination

14.1 Without limiting its other rights or remedies, Cawood may terminate any Contract by giving the Customer one month's written notice.

14.2 Without limiting its other rights or remedies, either party may terminate a Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the other party suffers an Insolvency Event;

(c) the other party suspends or ceases, or threatens to suspend or 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 Cawood's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.3 Without limiting its other rights or remedies, Cawood may terminate a Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment and fails to pay all outstanding amounts within 30 days after being notified in writing to do so;

(b) Cawood considers (acting reasonably) that continuance of the Contract may cause Cawood significant reputational harm; or

(c) Cawood suspects (acting reasonably) that the Customer has or is attempting to manipulate the results of Cawood's analyses in order to mislead a third party or is otherwise acting in a fraudulent manner in relation to the Services.

15 Consequences of Termination

15.1 On termination of a Contract for any reason:

(a) the Customer shall immediately pay to Cawood all of Cawood's outstanding unpaid invoices (and any interest due) under that Contract and, in respect of Services supplied under a Contract where no invoice has been submitted, Cawood shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall immediately return all of the Cawood Materials provided by Cawood under that Contract. If the Customer fails to do so, then Cawood 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 the Contract;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

16 Force Majeure

16.1 For the purposes of a Contract, "Force Majeure Event" means an event beyond the reasonable control of Cawood, its employees, agents or subcontractors including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Cawood or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

16.2 Cawood shall not be liable to the Customer as a result of any delay or failure to perform its obligations under any Contract as a result of a Force Majeure Event.

16.3 If the Force Majeure Event prevents Cawood from providing any of the Services under a Contract for more than four weeks, Cawood shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

17 Anti-Bribery

17.1 The parties shall not, and shall procure that their directors, employees, agents, representatives, contractors or sub-contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

17.2 The parties shall have in place adequate procedures designed to prevent any person working for or engaged by a party or any other third party in any way connected to a Contract, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

17.3 Breach of this clause 17 by the Customer shall entitle Cawood to terminate any Contract by written notice with immediate effect.

18 Modern Slavery

18.1 The Customer shall, and Cawood shall procure (where relevant) that all persons who are performing services or providing goods in connection with, or which will or may be used in performing or to support the performance of any Contract in any part of the world (collectively, its **Supply Chain**) shall, at all relevant times:

(a) comply with the provisions of the Modern Slavery Act 2015 (the **Act**) and all applicable laws, regulations, codes and guidance made under it or relating to it, and ensure that all of its relevant staff have received appropriate training on the same;

(b) not engage in any activity, practice or conduct that would constitute an offence under the Act if such activity, practice or conduct were carried out in the UK;

(c) comply with any policy relating to Slavery and Human Trafficking as required by Cawood; and

(d) take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business, or its Supply Chain in the case of Cawood.

18.2 The Customer shall immediately notify Cawood if it has reason to believe that it or any person in its business is engaged in Slavery and Human Trafficking or is in breach, or is likely to breach, the Act or any provision of clause 18.1, or if it receives a communication from any person alleging any of the foregoing.

18.3 For the purposes of this clause 18, the phrase **Slavery and Human Trafficking** shall have the meaning given to it in Section 54 (12) of the Act.

19 Data Protection

19.1 The provision of the Services may require Cawood to Process Personal Information (e.g. name and address data) for and on behalf of the Customer. In respect of such Processing, the parties acknowledge and agree that:

(a) the Customer shall be the Data Controller and Cawood shall be the Data Processor;

(b) the Customer shall be solely responsible for determining the purpose(s) for which and the manner in which the Personal Information will be Processed by Cawood; and

(c) Clauses 19.2 to 19.8 below shall apply.

19.2 The Customer shall:

(a) comply with all Data Privacy Laws;

(b) obtain and maintain all relevant registrations (and similar) required by Data Privacy Laws; and

(c) ensure that all instructions that it issues to Cawood comply with Data Privacy Laws.

19.3 When Processing Personal Information as part of the delivery of the Services, Cawood shall:

(a) Process the Personal Information only on the documented instructions of the Customer, except to the extent that any Processing of Personal Information is required by applicable law;

(b) where Processing of Personal Information by Cawood is required by applicable law, Cawood shall inform the Customer of the relevant legal requirement before processing, unless such law prohibits Cawood from doing so;

(c) notify the Customer where Cawood reasonably believes any documented instructions from the Customer in respect of the Processing of Personal Information infringe any Data Privacy Laws or any other applicable law;

(d) ensure that its personnel who are authorised to Process the Personal Information have committed themselves to confidentiality;

(e) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of Processing;

(f) only appoint a third party to Process Personal Information on its behalf in accordance with clauses 19.4 and 19.5 below;

(g) taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights under Data Privacy Laws;

(h) notify the Customer without undue delay after becoming aware of a Data Breach;

(i) assist the Customer in its compliance with its obligations under Data Privacy Laws in respect of notifying Data Breaches to the ICO and affected Data Subjects, insofar as it is able taking into account the nature of the Processing and the information available to Cawood;

(j) at the Customer's discretion, delete or return to the Customer all of the Personal Information Processed upon completion of the Services and delete any copies of such Personal Information unless any applicable law require that copies are kept. For the avoidance of doubt, this does not apply to anonymised results data which shall remain the property of Cawood and Cawood is entitled to use in accordance with clause 11; and

(k) make available to the Customer all information necessary to demonstrate compliance with its obligations in this clause 19.3.

19.4 Cawood shall not sub-contract its Processing of Personal Information to a third party without the Customer's prior specific or general written authorisation (not to be unreasonably withheld, conditioned or delayed). Where any sub-contracting of Processing of Personal Information is based on the Customer's general written authorisation, Cawood shall inform the Customer of any intended changes concerning the addition or replacement of any sub-contractors and the Customer shall notify Cawood of any objections it has to any such changes in writing within five (5) Business Days, after which any such changes which the Customer has not objected to in accordance with this clause 19.4 shall be deemed to be accepted.

19.5 Where Cawood sub-contracts its Processing of Personal Information to a third party in accordance with clause 19.4 above, Cawood shall:

(a) ensure that any such third party is subject to the same data protection obligations as those set out in clause 19.3 above;

(b) obtain sufficient guarantees from any such third party that they will implement appropriate technical and organisational measures in such a manner that the Processing of Personal Information by such third party will meet the requirements of Data Privacy Laws; and

(c) remain liable to the Customer for any Processing of Personal Information by any such third party.

19.6 Each party shall co-operate with the ICO on the request of the other party in respect of the performance of its tasks under any Contract.

19.7 Cawood shall not transfer Personal Information to any country outside the EEA without the prior written consent of the Customer, such consent may be subject to and given on such terms as the Customer may in its discretion prescribe (acting reasonably and in compliance with Data Privacy Laws).

19.8 In the event that the Customer consents to the transfer of Personal Data from the Suppler to a country outside of the EEA under clause 19.7, Cawood shall confirm in writing details of how Cawood will ensure an adequate level of protection and adequate safeguards in respect of the Personal Information that will be processed in and/or transferred outside of the EEA so as to ensure compliance with the Data Privacy Laws.

20 General

20.1 **Assignment and other dealings**

(a) Cawood may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. Where Cawood subcontracts Services, it shall use reasonable endeavours to notify the Customer of any such sub-contracting and endeavour to clearly indicate the same in any Quotation and on subsequent 'Certificates of Analysis' provided by Cawood.

(b) The Customer shall not, without the prior written consent of Cawood, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

20.2 **Notices**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 20.2(a), 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

20.3 **Severance**

(a) If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If one party gives notice to the other of the possibility that any provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.4 **Waiver**

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its 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.

20.5 **Third parties**

A person who is not a party to the Contract shall not have any rights to enforce its terms.

20.6 **Variation**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Cawood.

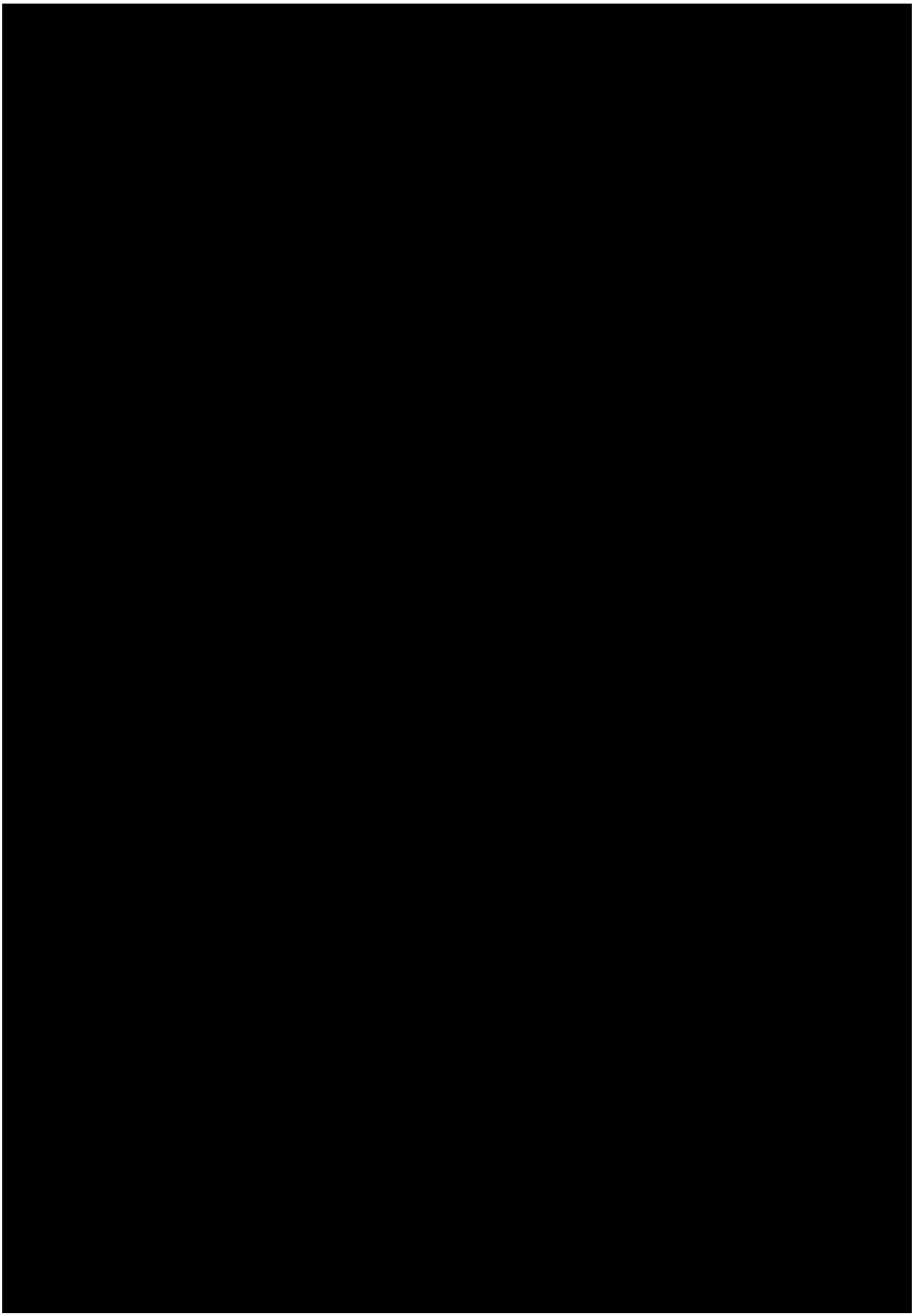
20.7 **Entire Agreement**

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Cawood which is not set out in the Contract.

20.8 **Governing law and Jurisdiction**

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Appendix 5 V2 Summary of Revised Costings



[redacted]

Additional verbal quotes for farm machinery hire and labour for pre-deposit land preparation (March 2018)

[redacted]

Appendix 6. Email quote for inert fill

From: "Ian McCarthy Haulage" <imccarthyhaulage@btconnect.com>
Date: 3 October 2017 at 11:49:07 BST
To: <montcliffefarm@googlemail.com>
Subject: NORTHWEST LAND RECLAMATION

Hi Tracey

SUPPLY OF 3/4 MATERIAL FROM OUR SCREENING OPERATION

I can confirm a price of [redacted] per tonne collected for the above product.

I hope this meets your requirements.

Kind regards

Ian McCarthy

Ian McCarthy Haulage Ltd

Carol Romero

From: Ian McCarthy Haulage <imccarthyhaulage@btconnect.com>
Sent: 13 October 2017 14:41
To: Carol Romero
Subject: Re: WRAP QP

Hi

Just for clarification the 3/4 material is inert clay and stone mix.

Regards

Ian

From: Carol Romero
Sent: Wednesday, October 11, 2017 1:06 PM
To: imccarthyhaulage@btconnect.com
Subject: WRAP QP

Dear Ian
As discussed here is some information on the WRAP Quality Protocol for aggregate production which you might find useful.

I look forward to hearing from you regarding the quote for ¾ inch sized inert clay/stone material.
Regards
Carol

Carol Romero
Waste Management Consultant

Romero Waste Consulting
Sycamore House
Kings Meaburn
Penrith
Cumbria
CA10 3BU

Tel: 01931 714840
Mobile: 07521 142547
Email: carol@romero-waste.co.uk
Web: www.romero-waste.co.uk

MATCHMOOR LANE

POND

319.00
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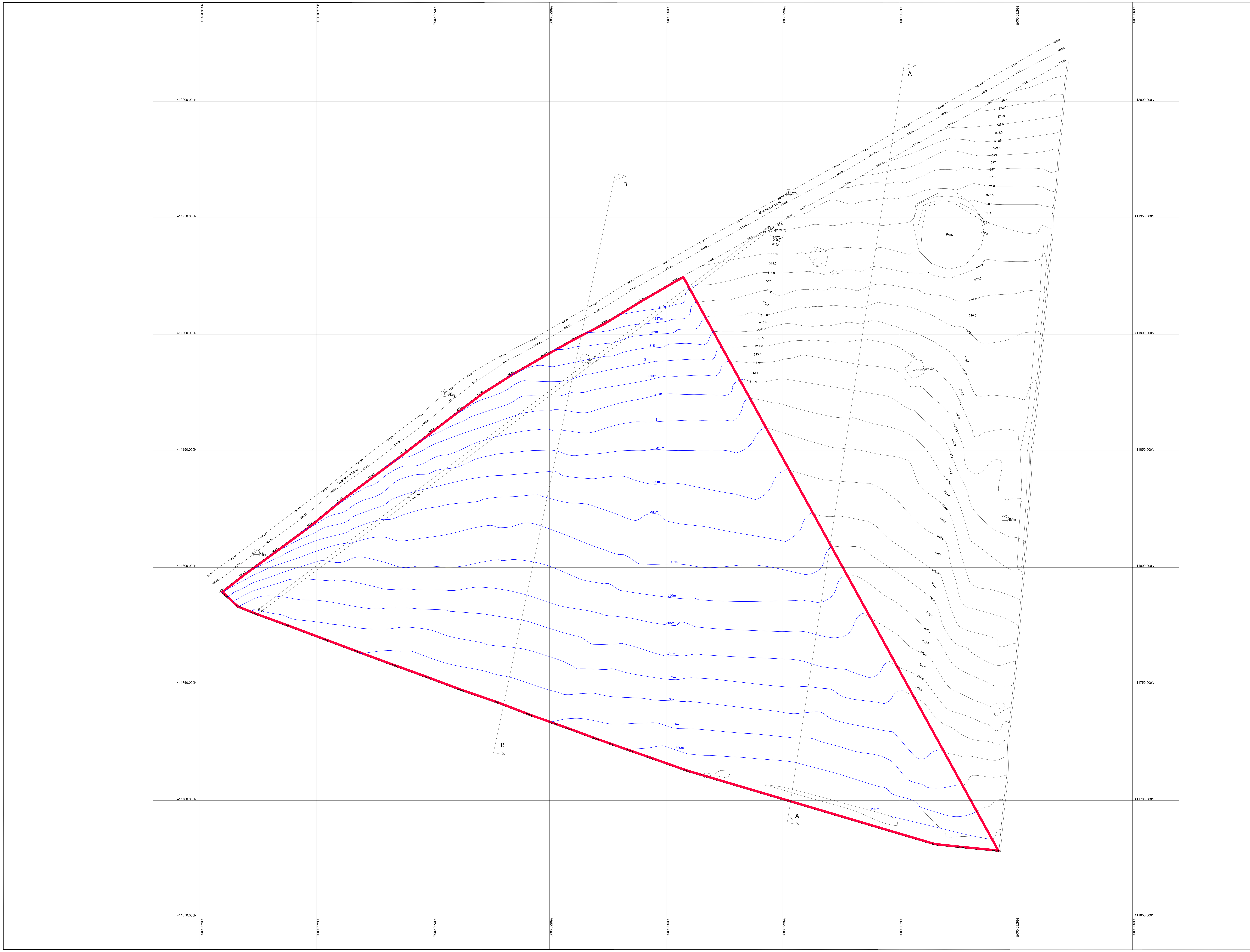
CONTOURS OUTSIDE RED EDGE ARE EXISTING

APPLICATION SITE

LEVELS ADJUSTED WITHIN RED EDGE ONLY

PROPOSED RECLAMATION - MATCHMOOR LANE, HORWICH

PROPOSED LEVELS
JANUARY 2017 SCALE 1:1000 at A3



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SURVEY ORIENTATED TO REAL TIME GPS

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SCALE BAR 1:500

NOTES AND AMENDMENTS

ONLY MANHOLES AND SERVICES VISIBLE AT TIME OF SURVEY SHOWN

DRAINAGE INFORMATION MUST BE CHECKED AND VERIFIED WITH LOCAL AUTHORITY RECORDS PRIOR TO WORK COMMENCING

Levels defining edge of carriageway are observed at channel (bottom of kerb). Unless otherwise stated.

TREE SPREADS ARE SYMBOLIC ONLY AND ARE REPRESENTATIVE OF THE THE AVERAGE SPREAD.

THE DRIP LINE LAYER DENOTES THE TREES EXTREMITY

REVISIONS

REV.	DESCRIPTION	DRAWN	CHKD.	DATE

KEY

EXISTING CONYOURS AND LEVELS

PROPOSED CONTOURS AND LEVELS

Topographical Survey Legend

Bol	Bollard	TP	Telegraph pole
Bin	Litter bin	TPS	Tactile paving slabs
BS	Bus stop	TS	Traffic signal light
BT	British telecom ic	TV	Television cover
CPS	Concrete paving slabs	VP	Vent pipe
DR	Drain	WM	Water meter
Elec	Electrical ic	WO	Wash Out
EP	Elec. pole	UTL	Unable to lift
ER	Earth rod		Fence annotation
FP	Flagpole	B/W	Barbed wire
FT	Floodlight	C/B	Closed boarded
G	Gully	C/I	Corrugated iron
GP	Gate post	C/L	Chain link
GV	Gas valve	C/P	Concrete panel
Hyd	Hydrant	H/R	Hand rail
IC	Inspection cover	I/R	Iron railings
JB	Junction box	O/B	Open boarded
KO	Kerb outlet	P/C	Post & chain
LB	Letter box	P/R	Post & rail
LP	Lamp post	P/W	Post & wire
Mkr	Utility marker	W/M	Wire mesh
MP	Mile post		Level prefix descriptions
NP	Name plate	AL	Arch level
P	Post	BL	Bed level
PM	Parking meter	CL	Cover level
RE	Rodding eye	EH	Eaves level
RS	Road sign	FL	Floor level
rwp	Rain water pipe	IL	Invert level
SP	Sign post	PL	Parapet level
ST	Stop tap	RH	Roof/ridge level
SB	Service Box	SL	Soffit level
SV	Stop valve	Spr	Arch springing level
TCB	Telephone call box	Top	Top of pipe/culvert
TL	Tie line	WH	Wall height
		WL	Water level

BENCH MARK INFORMATION

All levels relate to OSBM Newlyn

Datum Generated by VRS GPS

SURVEY STATIONS

stn1	366504.962	411874.812	313.579
stn1a	366424.062	411806.292	308.310
stn1b	366652.483	411960.766	322.611
stn1c	366745.428	411820.909	312.683

JLP Surveying

Suite 25,
Rodney House,
King Street,
Wigan
WN1 1BT
Tel - 01942 243313
Fax - 01942 492230
Mobile - 07710 428498
EMAIL:- peterhouston@jlpsurveys.com

PROJECT

Matchmoor lane, Horwich

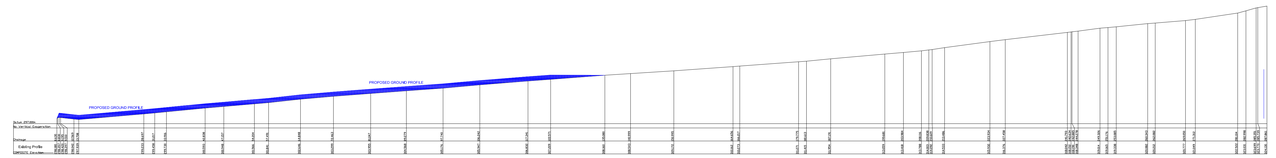
DRAWING TITLE

Proposed Contours

SCALE	SHEET SIZE	No. of SHEETS	DATE	REVISION
1:500	A0	1	21.04.16	

DRAWING NUMBER

HMF/PC/001



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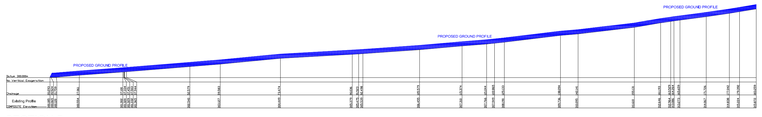

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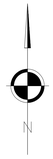

SURVEY ORIENTATED TO REAL TIME GPS

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SCALE BAR 1:500

NOTES AND AMENDMENTS

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REVISIONS

REV.	DESCRIPTION	DRAWN	CHKD.	DATE

Topographical Survey Legend

Bol	Bollard	TP	Telegraph pole
Bin	Bin bin	TRS	Traffic sensing slabs
BS	Bus stop	TS	Traffic signal light
BT	British telecom ic	TV	Television cover
CPS	Concrete paving slabs	VP	Vent pipe
DR	Drain	WM	Water meter
DSC	Electrical ic	WO	Water Out
EP	Elec. pole	UTL	Unable to lift
ER	Earth rod	Fence annotation	
FP	Flagpole	B/W	Barbed wire
FT	Floodlight	C/B	Closed boarded
G	Gully	C/I	Corrugated iron
GP	Gate post	C/L	Chain link
GV	Gas valve	C/P	Concrete panel
HY	Hydrant	H/R	Hand rail
IC	Inspection cover	I/R	Iron railings
JC	Junction box	O/B	Open boarded
KO	Kerb outlet	P/C	Post & chain
LB	Letter box	P/R	Post & rail
LP	Lamp post	P/W	Post & wire
MW	Utility marker	W/M	Wire mesh
MP	Mile post	Level pinfo descriptions	
NP	Name plate	A	Arch level
P	Post	B	Bed level
PM	Parking meter	C	Cover level
RE	Rodding eye	EH	Eaves level
RS	Road sign	F	Floor level
RW	Rain water pipe	I	Invert level
SP	Sign post	PL	Parapet level
ST	Stop tap	RL	Roofridge level
SB	Service Box	SL	Soffit level
SV	Stop valve	SP	Arch springing level
TCB	Telephone call box	TOP	Top of pipe/culvert
TL	Tie line	WH	Wall height
		WL	Water level

BENCH MARK INFORMATION

All levels relate to OSBM Newyln

Datum Generated by VRS GPS

SURVEY STATIONS

stnl	366504.962	411874.812	313.579
stnla	366424.062	411806.292	308.310
stnlb	366652.483	411960.766	322.611
stnlc	366745.428	411820.909	312.683

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EMAIL - peterhouston@jlpsurveys.com

PROJECT

Matchmoor lane, Horwich

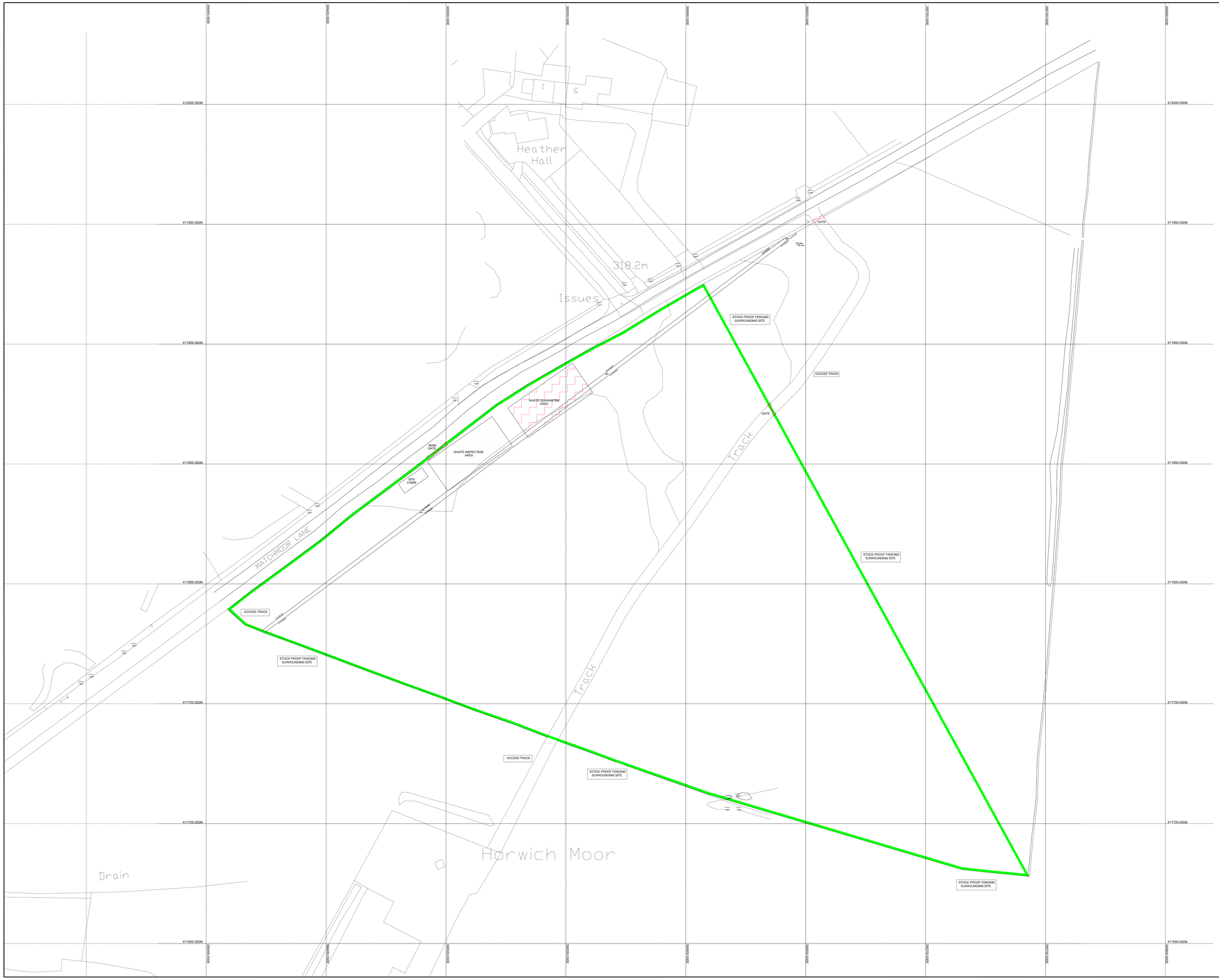
DRAWING TITLE

Existing andProposed Sections

SCALE	SHEET SIZE	No. of SHEETS	DATE	REVISION
1:500	A0	1	21.04.16	

DRAWING NUMBER

HMF/PC/001-1



N

SURVEY ORIENTATED TO REAL TIME GPS

0m 10m 20m 30m 40m

SCALE BAR 1:500

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REVISIONS

REV.	DESCRIPTION	DRAWN	CHKD.	DATE

Topographical Survey Legend

Denotes - Permitted area

Bol	Bollard	TP	Telegraph pole
Bin	Litter bin	TPS	Tactile paving slabs
BS	Bus stop	TS	Traffic signal light
BT	British telecom ic	TV	Television cover
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GP	Gate post	C/S	Chain link
GV	Gas valve	C/P	Concrete panel
HyP	Hydrant	H/R	Hand rail
IC	Inspection cover	I/R	Iron railings
JB	Junction box	O/B	Open boarded
KO	Kerb outlet	P/C	Post & chain
LB	Letter box	P/R	Post & rail
LP	Lamp post	P/W	Post & wire
MW	Utility marker	W/M	Wire mesh
MP	Mile post		Level prefix descriptions
NP	Name plate	AL	Arch level
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RE	Rodding eye	EL	Eaves level
RS	Road sign	FL	Floor level
RW	Rain water pipe	IL	Invert level
SP	Sign post	PL	Parapet level
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BENCH MARK INFORMATION

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Datum Generated by VRS GPS

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Fax - 01942 492230
Mobile - 07710 428498
EMAIL:- peterhouston@jlpsurveys.com

PROJECT
HORWICH MOOR FARM
HORWICH

DRAWING TITLE
Site Detail Plan

SCALE	SHEET SIZE	No. of SHEETS	DATE	REVISION
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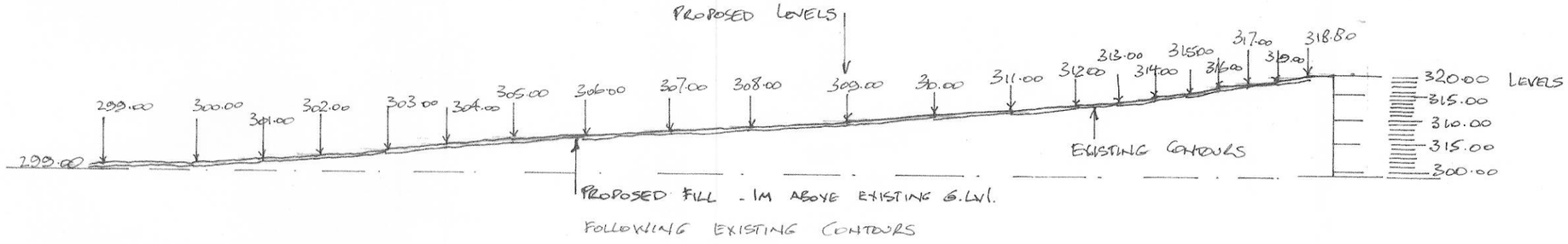
DRAWING NUMBER
HMF/SDP/01

BOLTON COUNCIL
DEVELOPMENT & REGENERATION

2 7 JAN 2017



CROSS SECTION A - A

PROPOSED RESTORATION - MATCHMOOR LANE HORWICH

TYPICAL CROSS SECTION

JANUARY 2017 SCALE 1/1000 at A3

Appendix 8.

Extract from Supplementary Supporting Information for planning permission 00176/17

The ongoing site development again confirms commitment to invest in not only time and energy to improve the holding and expand the enterprise but to be prepared to commit to substantial financial investment in the holdings future.

The existing acreage when fully reclaimed will support the farming enterprise when supplemented by the available rented/leased grazing nearby as the agricultural activities expand and diversify.

This application is submitted in an attempt to continue the site improvements in line with and taking on board previous advice of the specialist consultees in anticipation of a favourable decision being reached by the Planning Authority

Appendix 10. Excavations showing soil depth.
(Grey material is rock or mix of rock and boulder clay.)

Appendix 10. Excavations showing soil depth.

Romero Waste Consulting
Sycamore House
Kings Meaburn
Penrith
Cumbria
CA10 3BU

Your ref: EPR/FB3309XU/A001

Date: 24/04/2018

Dear Carol

Environmental Permitting – Recovery or Disposal Operation
Pre-application Reference: EPR/FB3309XU/A001
Proposed Operator: Tracy Miller and David Boardman
Regulated facility: Deposit for Recovery (SR2015 No.39 or Bespoke Permit (A25: Deposit of waste to land as a Recovery operation))
Site Address :
Horwich Moor Farm
Matchmoor Lane
Horwich
Bolton
BL6 6PR

As part of our pre-application discussions, you have submitted information to us that includes your assessment that the activity you wish to undertake at your site amounts to a recovery operation.

We have now fully considered your submission and we would like to advise you that:

We agree with your assessment that your activity is a recovery operation. This advice is based on the information you have provided in relation to waste types, amounts and nature of proposal including any proposed landform. If you change any of these between now and when you submit an application form, this advice may no longer apply. **Please also note that following submission of an application, additional assessment will take place (for example, further assessment of the proposed waste types based on the sensitivity of the site location) and therefore agreement that an operation is a recovery activity does not guarantee that a permit will be granted or a variation issued.**

For the sake of clarity, the following documents are considered to form the approved waste recovery plan:

- Waste Recovery Plan Version 5 Mach 2018 including appendices 1 – 8, 10 and 11 but not appendix 9

Note, appendix 9 includes draft waste acceptance procedures which will be finalised on submission and determination of any future application.

Prior to submitting an application, we recommend that you consider the following:

- Any relevant planning permissions or legal requirements necessary for the development of the land for commercial forestry

- The quality of the cross-sections used to evidence the current and planned final levels of the land

- The designation of the land (as a Site of Biological Interest and recognised as a local wildlife site during EA screening) on which the proposed operation will take place including the current status of this designation and any evidence that this land no longer meets the designations qualifying criteria

- Our online guidance including, but not limited to:
    - https://www.gov.uk/guidance/waste-recovery-plans-and-permits
    - https://www.gov.uk/guidance/waste-acceptance-procedures-for-waste-recovery-on-land
    - https://www.gov.uk/guidance/waste-environmental-permits

- Information requested as a part of a waste permit application especially section 1c and Appendix 4 of form B4 (https://www.gov.uk/government/publications/application-for-an-environmental-permit-part-b4-new-bespoke-waste-operation)

If you require further pre-application advice details of this service and how to access it can be found via the following link: https://www.gov.uk/government/publications/environmental-permit-pre-application-advice-form.

If you have any questions please phone me or email guy.price@environment-agency.gov.uk.

Yours sincerely
Guy Price
Permitting Officer