

Our Ref: Eco 10384

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Mr John Hickman
Witney Town Council
51B Market Square
Witney
OX28 6AG

By Email: john.hickman@witney-tc.gov.uk

12th February 2020

Dear John

ST MARY'S CHURCH, WITNEY / TREE INSPCETION & NOCTURNAL SURVEYS

Based on the information provided by Nick Bolton regarding a mature cedar tree within the church grounds, I would recommend that a ground based inspection is undertaken. This inspection will determine the suitability of the tree for roosting bats. A photographic record produced by Lockhart Garratt in November 2018 suggests that the cedar may be of Moderate Suitability and therefore requires two nocturnal emergence/re-entry surveys to confirm presence / likely absence of bats. An inspection will confirm the suitability and level of further survey effort required.

I recommend the following tasks:

1. Ground Based Investigation
2. Emergence / Re-entry Bat Surveys
3. Reporting

Task 1: Ground Based Inspection

A detailed inspection from ground level will be undertaken to ascertain signs and the actual presence of roosting bats. As part of the inspection any evidence of bats (e.g. scratch marks, staining or droppings) will be searched for using high powered binoculars and torches. Any external features accessible from a 4m ladder will also be closely inspected using hand torches and inspection mirrors as required.

Task 2: Emergence / Re-entry Surveys

A single mature cedar has been identified as containing features suitable for roosting bats. The tree is assumed to be of Moderate Suitability based on photographic evidence and therefore, two nocturnal surveys are required, which would be carried out by two surveyors stationed around the tree to ensure full coverage.

Surveys would be conducted as per the Bat Conservation Trust's best practice guidance (BCT, 2016) and may be completed between **May and September** (optimal period between May and August). Dusk surveys commence 15 minutes prior to sunset and conclude 90 to 120 minutes after sunset. Dawn re-entry surveys would commence 90 to 120 minutes before sunrise, and conclude 15 minutes after sunrise. Surveys must be undertaken in suitable weather conditions and spaced apart by a minimum of two weeks.

If bats are found to be roosting within the tree, an application may need to be made to Natural England for a European Protected Species Derogation Licence should it be necessary to carry out any activity which may disturb or harm bats. **The fee for this is outside the scope of this proposal.**

Task 3: Reporting

All data from the nocturnal surveys will be analysed using specialist bat call analysis software (AnalogW and Batsound). The results of all surveys, including an evaluation of the impacts of the proposals on bats and recommendations will be presented within a single report with accompanying maps where required.

Timing

If appointed we would commence with arrangements to book in the surveys from May to August. It is anticipated that two surveys will be required based on the tree being of moderate suitability. The report is likely to be available within 10 working days of the final assessment being completed.

Requirements

To complete the instruction the following site specific requirements would need to be satisfied:

- All access to be arranged by the client;
- Appropriate scale (e.g. 1:1250, 1:500) site plans (.dwg or similar CAD), topographical survey plans, to be supplied by the client (to include existing site, proposed site layout, redline application area, proposed landscaping, etc);
- All health and safety issues associated with the site provided (e.g. asbestos register); and
- If any works covered by the Work at Height Regulations 2005 are involved (e.g. tile removal, working from scaffold, please note that it is the client's responsibility to ensure that this is undertaken in a safe and legal manner, with appropriate risk assessments and safe methods of work supplied to us in advance.
- Any previous survey data or relevant supporting information for the application area to be supplied by the client.
- A signed copy of the Client information form (below) and a Purchase Order (if required).

PROFESSIONAL FEES

Task	Description	LGL Fee Inc. Expenses excl. VAT
1	Ground Based Inspection	£1,990
2	Emergence / Re-entry Surveys	
3	Reporting	

Please note that our terms are strictly 30 days from the date of invoice.

Supplementary Work

Any follow-up work, such as protected species surveys or further meetings (e.g. project, induction) and responding to queries arising from the above proposal would be outside the scope of the above fee and would be charged in addition. Any proposal to charge additional costs would be agreed with you in advance.

Invoicing

We will invoice for this work at the end of each month that work is undertaken on this project.

Expenses as applicable are included within the total fee outlined above. Such expenses will be charged in line with our Terms and Conditions of Business and current fee tariff.

VAT

Please note that VAT is not included. Invoices will show VAT charged at the current rate as a separate item.

NEXT STEPS

The **Key Information** sheet below sets out clearly your commitments to us to enable us to discharge the agreed tasks as professionally and promptly as possible. It also lays out the proposed project team for your information.

If you wish to instruct us, please confirm your acceptance of the above proposals and associated fees in writing, together with your invoicing details and any other relevant information.

Please note that, by confirming your acceptance, you are also agreeing to our Terms & Conditions of Business (as supplied below).

Alternatively, you can email your acceptance to sophie.amphlett@lgluk.com

Please do not hesitate to call me on 01608 656179 or 07539 120296 should you have any queries on the above or require any further information.

Kind regards,



Sophie Amphlett BSc (Hons) MSc, ACIEEM
Ecological Consultant

CLIENT INFORMATION SHEET

Please complete and return this page to Lockhart Garratt Ltd

Invoice Addressee Name:	Invoice Address:	Recipient:
Purchase Order No (if applicable):		
Recipient Contact No:		
Recipient Email Address:		

Accounts Contact (person who we would contact in relation to invoice payment if different from above)			
Name:			
Tel No:		Mob No:	
Email:			
Additional Notes:			

Known Site Hazards	Yes	No	Unknown
Waterbodies			
Regular public access			
Livestock			
Steep ground			
Known anti-social behavior			
Mineshafts			
Other hazards/further information:			

I accept the fee proposal and associated information and agree to Lockhart Garratt Ltd's Terms & Conditions of Business (attached):

Task No:	Yes:	No:
ALL TASKS		
If 'No', please specify the Task numbers you wish to accept:		
Signed:	Name:	
On behalf of:	Date:	

KEY INFORMATION

PROJECT TEAM	
The project team would be:	
Project Director:	Justin Mumford BSc (Hons), MSc, FICFor, CEnv
Project Team:	Jo Alderton BSc (Hons), BA (Hons), PG Dip Law, ACIEEM Sophie Amphlett BSc (Hons), MSc, ACIEEM Elliot Williams BSc (Hons)
Project Administrator:	Marie Allcoat
The experience and skills of the above team are well-established with full curriculum vitae available on request.	
TERMS APPLYING TO FEE PROPOSAL	
1.	This fee proposal covers the preparation and submission of the given approach only and is valid for 60 days, after which it is subject to review.
2.	All work undertaken by Lockhart Garratt Ltd is covered by professional indemnity to the value of £5 million per claim.
YOUR COMMITMENT TO LOCKHART GARRATT LTD	
To enable us to perform our services to you in a professional and timely manner, you undertake to carry out the following:	
1.	You will take all reasonable steps to allow us or our appointed sub-consultants access to your property or documentation under your control as required.
2.	You will supply us with all relevant and new information as quickly and accurately as possible.
3.	You will respond to our queries as promptly as possible.
4.	To settle our professional accounts within 30 days of date of receipt.
FOLLOW-ON INSTRUCTIONS	
1.	Once the work covered by this fee proposal has been completed, any follow-on instructions will be discussed and agreed with you in advance via an exchange of emails or letters.
2.	Any follow-on instructions will be charged for on a time-spent basis unless agreed otherwise and will remain subject to Lockhart Garratt Ltd's terms of business and current fee rate.
INVOICING	
1.	Our terms of payment are strictly 30 days from receipt of invoice.

LOCKHART GARRATT LTD – TERMS OF BUSINESS EFFECTIVE FROM 1ST MAY 2018

1. Introduction

You have appointed us to provide the Services (being the services described in the Work Instruction and all other work performed by us for you) in accordance with these Terms of Business and the work instruction which you have agreed with us (the “**Work Instruction**”). These Terms of Business and the Work Instruction are collectively referred to as the “**Contract**”).

The Work Instruction constitutes an offer by you to purchase the Services from us in accordance with these Terms of Business. The Work Instruction will only be deemed to be accepted when we issue written acceptance of the Work Instruction to you, on which date the Contract will come into existence.

These Terms of Business will apply to all Services provided by us to you (to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing), unless we agree otherwise in writing and should be read in conjunction with the appropriate Work Instruction.

Should the terms of a Work Instruction conflict with these Terms of Business at any time, the terms outlined in the Work Instruction will always take precedence until the Services outlined in that particular Work Instruction have been completed by us.

2. Supply of the Services

We will:

- (a) Supply the Services to you in accordance with the Work Instruction in all material respects;
- (b) Use reasonable endeavors to meet any performance dates specified in the Work Instruction or otherwise given by you or us, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services;
- (c) Provide the Services using reasonable care and skill; and
- (d) Unless otherwise agreed in writing, delegate the provision of the Services to the most appropriate professional staff.

We reserve the right, at all times, to change the Services to be supplied to you if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services and will notify you in writing as soon as reasonably practicable of such amendments (including any consequent revisions to our fees).

3. Professional Opinion

The advice which we will give you will be our professional opinion and will be based on the facts and matters known to us at the time that we give you such advice. However, our advice may change based on new information and facts that subsequently emerge, either from you or any other party.

4. Professional Standards and Conduct

We are a member of numerous professional bodies including: the Institute of Chartered Foresters (ICF); Chartered Institute of Ecology and Environmental Management (CIEEM); the Royal Institution of Chartered Surveyors (RICS); the Arboricultural Association (AA); and the Landscape Institute (LI).

Nothing in these Terms of Business shall require us to perform the Services in a manner that would put us in breach of the codes of ethics or conduct of any professional body we belong to from time to time (including, but not limited to those listed above). We reserve the right to cease providing the Services immediately at any time where continuing would (in our reasonable opinion) result in us breaching such codes of ethics or conduct.

5. Your Commitment to Us

To enable us to perform the Services in accordance with these Terms of Business, you undertake to:

<i>Instructions:</i>	Ensure that the terms of the Work Instruction and any information contained in it are complete and accurate and to notify us immediately if this ceases to be the case.
<i>Access:</i>	Give us and/or our employees, agents, consultants or appointed sub-contractors access to your property as reasonably required in order to provide the Services.
<i>Preparation:</i>	Ensure that your premises are prepared sufficiently to enable to us provide the Services, including ensuring that the premises comply with all applicable health and safety laws.
<i>Documentation:</i>	Provide us and/or our employees, agents, consultants or appointed sub-contractors or appointed sub-consultants with such information as we and/or they may reasonably require in order to provide the Services, including (but not limited to) any previous survey data or relevant support information for the work area and supply such information as quickly and accurately as possible.
<i>Materials:</i>	Keep all materials, equipment, documents and other property (“ Materials ”) owned by us at your premises in safe custody at its own risk, maintain our Materials in good condition until returned to us, and not dispose of or use the Materials other than in accordance with our written instructions or authorisation.
<i>Plans:</i>	Supply us with appropriate scale (eg 1:1250, 1:500) site plans (paper and electronic) as required plus all relevant and new mapping information as quickly and accurately as possible.
<i>Permissions</i>	Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
<i>Queries:</i>	Respond to queries from us and/or our employees, agents, consultants or appointed sub-contractors as promptly as possible.
<i>Health & Safety:</i>	At all times comply with all applicable law, including health and safety laws in force, provide such information on all health and safety risk assessments and in particular, inform us of any known hazards as we may request from time to time and co-operate with any risk assessments of your premises we may conduct.

If the performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (“**Customer Default**”) then, without limiting or affecting any other right or remedy available to us:

- (a) We will have the right to immediately suspend the performance of the Services until you (in our reasonable opinion) have remedied the Customer Default;
- (b) We will be entitled to rely on the Customer Default to relieve us from the performance of any of our obligations, in each case to the extent that the Customer Default prevents or delays our performance of any of our obligations under the Contract;
- (c) We will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations where clause 6.2(b) applies; and

(d) You shall, on written demand from us, reimburse us for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default, including (but not limited to) all Fees payable in respect of the Services provided to you up to and including the date on which we ceased to provide the Services, reasonable travel expenses incurred by our employees, agents, consultants or sub-contractors.

6. Conflicts of Interest

We will check for any potential conflicts of interest before accepting your instructions, but cannot guarantee that we will be able to identify all situations where there may be a conflict of interest prior to entering into a contract with you.

Should a conflict of interest arise, we will immediately inform you and then establish procedures to safeguard all interests involved. If you know of, or subsequently become aware of a conflict of interest, you must notify us as soon as possible.

7. Charges

The charges for our Services (“Fees”) are exclusive of VAT and will be calculated according to one or more of the methods outlined below:

<p>Time Spent Basis</p>	<p>Unless otherwise agreed, our Fees will be calculated on a time spent basis. The time taken to complete any work for you will be strongly influenced by factors outside our control, including (but not limited to):</p> <ul style="list-style-type: none"> i. changing circumstances following the initial instructions ii. positions taken by parties in negotiations iii. adjustments to instructions which are required as a project or job develops. <p>Our Fees will be calculated according to the time involved, the value and experience of the professional staff undertaking the work and the nature and complexity of the work. Time spent providing the services to you will be recorded and details provided on request. Our current charge-out rates are available on request.</p>
<p>Fixed Fees</p>	<p>Where appropriate we will be happy to quote a fixed fee for a defined body of work. The precise details of the instruction, precise scope of the work to be undertaken and the agreed Fees will be confirmed with you in writing. A programme for the work will also be agreed. Any amendments to the agreed fixed fee will be confirmed to you in writing.</p>
<p>Flat Fee plus Commission</p>	<p>Where appropriate we may quote a flat fee for a defined body of work with an added commission percentage of income won as a result of such work eg grant income. The precise details of the instruction, scope of the work to be undertaken and the agreed fee and commission will be confirmed with you in writing. A programme for the work will also be agreed. Any amendments to the agreed fixed fee and commission will be confirmed to you in writing. If deemed more suitable to the project; we may agree percentage uplift only.</p>
<p>Commission Only</p>	<p>Where appropriate we may quote on a commission only basis, which will be an agreed percentage of income won as a result of our work eg grant income. The precise details of the instruction, scope of the work to be undertaken and commission will be confirmed with you in writing. A programme for the work will also be agreed. Any amendments to the agreed commission will be confirmed to you in writing. If deemed more suitable to the project; we may agree percentage uplift only.</p>

In case of unusual complexity or urgency (such as court work) we reserve the right to charge an enhanced rate. Any enhancement in our rate will be agreed in advance with you and will in any event be shown on your account.

Unless expressly stated otherwise by us in writing, our Fees are exclusive of VAT and expenses.

By accepting these Terms of Business you consent to us carrying out a credit check on you or your business. If the credit result raises concerns, we reserve the right to terminate the Contract immediately. We will notify you promptly if this course of action is taken.

8. Charges Review

Charge rates will be reviewed on 1st May each year and may be increased. In addition we reserve the right to make further changes to the charge rates at any time of the year should market conditions dictate or to reflect staff development.

Any substantial changes will be notified to you in writing giving the amount and date such changes are effective.

9. Expenses

We will charge you for the following expenses incurred in providing the Services:

- a) Travelling: charged on a mileage basis;
- b) Subsistence: relating to meetings and site visits;
- c) Miscellaneous items purchased specifically for you: eg photographs and re-prints, maps and plans, printing, colour photocopying, marker pegs and paint, advertising;
- d) Additional reports over and above the agreed number listed in the Work Instruction;
- e) The use of specialist equipment or software; eg Drone; LandCADD;
- f) Any other expenses set out in our Fees/Expenses Tariff from time to time; and
- g) Any other expenses reasonably and properly incurred by us in providing the Services to you in accordance with the Work Instruction.

Unless otherwise agreed by us in writing, the expenses listed above are in addition to our fees and VAT. Our rates for specific expenses are available upon request.

In certain cases we will incur charges on your behalf; examples are statutory fees and fees of other professionals/sub-contractors. We will recharge these to you (including VAT where appropriate) in addition to our Fees.

10. Billing

We shall invoice you for our Fees at regularly intervals not less than monthly, beginning one month after we begin to perform the Services, or if sooner, on the completion of the Services.

You shall pay each invoice submitted to you within 30 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by us.

If you fail to make a payment on time, then, without prejudice to the other remedies available to us under the Contract, you shall pay interest on the overdue sum in accordance with the Late Payment of Commercial Debts Act 1998 from the due date until payment of the overdue sum, whether before or after judgment.

In the event of non-payment of our Fees we also reserve the right to terminate the Contract (and instruct our employees, agents, consultants and/or sub-contractors to stop work) on all matters and retain all documents and any other items in our possession until all your outstanding invoices have been paid in full.

11. Sub-Contractors

We reserve the right to appoint sub-contractors to provide some or all of the Services on our behalf at any time. All such sub-contractors work under our instruction and will report to us in respect of any Services they provide. All sub-contractors will be required to comply at all times with the terms of the Contract and the costs of the Services provided by sub-contractors will be included within our Fees, unless otherwise agreed in writing.

12. Termination

Without affecting any other right or remedy available, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) The other party is in material breach of its obligations under this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 10 business days of receiving written notice requiring it to do so; or
- (b) The other party becomes insolvent.

On termination of the Contract:

- (a) We will immediately stop any work being undertaken for you;
- (b) You shall immediately pay to us all of our outstanding unpaid invoices, expenses and interest; and
- (c) In respect of the Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

13. Force Majeure

We will not be liable for any delays in performance caused by circumstances beyond our reasonable control (eg strikes, governmental or regulatory actions, adverse weather and natural disasters) and will be entitled to a time extension for such performance. If such a situation should last in extent of two months, then either party will have the right to terminate the Contract.

14. Limitation in Liability

All work undertaken by us is covered by professional indemnity to the value of £5 million per claim. Our company insurance details are available on request.

Nothing in this Contract limits any liability which cannot legally be limited, including (but not limited to) liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; and
- (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

Except where expressly stated otherwise in these Terms of Business:

- (a) Our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, arising under or in connection with the Contract shall be limited to the extent of any loss, damages, injury, expenses and reasonably and properly incurred costs (including costs) that are directly caused by us or our employees or sub-contractors and shall not, at any time, exceed £5million; and
- (b) We shall not be liable under the Contract for loss of profit, loss of revenue, business interruption, loss of goodwill, loss of business, loss of anticipated saving, or special, indirect or consequential damage suffered by you arising out of or in connection with the Contract, whether or not such losses were foreseeable at the time of entering into the Contract.

If you become aware of such circumstances, you must give us written notice within 30 days of you becoming aware of them.

15. Letters of Reliance

Should you require a signed letter of reliance from us, you must request this in writing. We will only provide letters of reliance to a maximum of two assignees of the Contract and only if the report being passed on is still valid.

16. Copyright and Intellectual Property

The copyright and all other intellectual property rights in all documents (including drawings and plans) produced by us in providing the Services to you will remain ours at all times. You must not copy or reproduce in whole or in part for any purpose any document in which we own the intellectual property rights without our explicit prior written consent.

We do not claim any rights of ownership to any documents belonging to you which may be supplied to us in the course of our delivering the Services to you.

All our documents are prepared in accordance with our internal quality control procedures. Should our documents, drawings or plans be used for purposes other than that for which they have been prepared, we do not accept responsibility or liability for any subsequent consequences.

17. Confidentiality

We shall not at any time disclose to any person any information concerning the Contract and our business relationship with you, and confidential information about the business, affairs, customers, clients or suppliers except as permitted in this Contract in order to carry out our obligations under the Contract or as may be required by law.

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

By accepting these Terms of Business, you acknowledge and accept that we are required by our professional memberships to pass on all ecological data gathered during survey work and during the term of the project to the relevant local records centre, unless you instruct us otherwise in writing. Local record centres use ecological data to produce information and analysis of their area's habitats and species, and any data passed on will therefore subsequently be in the public domain.

This clause will be automatically overridden by any legal obligation to disclose information to an outside party eg notification of accidents under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, notifiable pests and diseases. However, wherever possible, we will contact you in advance of any formal reporting action.

18. Files & Document Storage

Unless otherwise agreed, we will store all documents relating to the Services for such time as we are required by law or (where no legal restriction applies) for such time as we decide is reasonable, after which time the files will be destroyed. Files or papers may be preserved by any means of image processing at our discretion.

Alternatively, on request we can return the original documents to you, but retain the right to hold copies for such time as we decide is reasonable and for such time as we are required by law to hold such documents. We reserve the right to make a charge to you for returning documents or retrieving documents from archiving on your behalf.

19. Data Protection

Both parties will comply with all applicable requirements of any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation (the “**Data Protection Legislation**”). This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to us for the duration and purposes of the Contract.

We will, in relation to any Personal Data processed in connection with the performance by us of our obligations under the Contract:

- (a) At all times process any Personal Data obtained by us in performing the Services or otherwise in accordance with the Data Protection Legislation;
- (b) Ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- (c) Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) Not transfer any Personal Data outside of the European Economic Area unless your prior written consent for us to do so has been obtained;
- (e) Assist you, at your cost, in responding to any request from a Data Subject (as defined in the Data Protection Legislation) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) Notify you without undue delay on becoming aware of a Personal Data breach involving your Personal Data;
- (g) At your written direction, delete or return Personal Data and copies thereof to you on termination of the Contract unless required or permitted by the Data Protection Legislation to store the Personal Data; and
- (h) Maintain complete and accurate records and information to demonstrate our compliance with this clause 19.

By entering into the Contract:

- (a) You consent to us appointing sub-contractors as third-party processors of Personal Data under the Contract. We confirm that we have entered or (as the case may be) will enter with the sub-contractors into a written agreement incorporating terms which are substantially similar to those set out in this clause 19. As between you and us, we shall remain fully liable for all acts or omissions of any third-party sub-contractor appointed pursuant to this clause 19;
- (b) You consent to us sharing survey data obtained by ecologists during the course of the Contract in accordance with our obligations as members of the professional bodies at clause 4; and
- (c) You indemnify us for all losses or expenses we incur as a result of any failure by you to comply with the Data Protection Legislation.

20. Complaints

We will aim to ensure that all work undertaken for you will be performed in a professional, efficient, friendly and cost effective manner.

Should you not be satisfied with our level of service, our Complaints Handling Procedure can be made available to you on request.

Complaints should be referred to the project director or managing director responsible for the Contract.

21. Third party rights

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

22. Assignment

We may at any time assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without our prior written consent (at our absolute discretion).