***VISUAL IMPACT ASSESSMENT FIELD REPORT***

***COCKLE EDGE FARM***

***INGBIRCHWORTH***

***1ST JUNE 2012.***

***THIS REPORT IS PREPARED IN ACCORDANCE WITH THE GUIDELINES IN ' GUIDELINES FOR LANDSCAPE AND VISUAL IMPACT ASSESSMENT. PUBLISHED BY THE LANDSCAPE INSTITUTE & THE INSTITUTE OF ENVIRONMENTAL MANAGEMENT & ASSESSMENT ' & 'VISUAL REPRESENTATION OF WINDFARMS: GOOD PRACTICE GUIDE'. PUBLISHED BY SCOTTISH NATURAL HERITAGE.***

## CONTENTS

**CLAUSE**


1. INTERPRETATION ..... 3

2. APPLICATION OF CONDITIONS ..... 4

3. COMMENCEMENT AND DURATION ..... 5

4. PROJECT PLAN ..... 5

5. SUPPLIER'S OBLIGATIONS ..... 5

6. CUSTOMER'S OBLIGATIONS ..... 6

7. CHANGE CONTROL ..... 6

8. CHARGES AND PAYMENT ..... 7

9. INTELLECTUAL PROPERTY RIGHTS ..... 8

10. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY ..... 8

11. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION ..... 9

12. TERMINATION ..... 9

13. DISPUTE RESOLUTION PROCEDURE ..... 10

14. FORCE MAJEURE ..... 11

15. VARIATION ..... 11

16. WAIVER ..... 11

17. Severance ..... 12

18. STATUS OF PRE-CONTRACTUAL STATEMENTS ..... 12

19. ASSIGNMENT ..... 12

20. NO PARTNERSHIP OR AGENCY ..... 12

21. RIGHTS OF THIRD PARTIES ..... 13

22. NOTICES ..... 13

23. GOVERNING LAW AND JURISDICTION ..... 13

SCHEDULE 1 SERVICES ..... 14

SCHEDULE 2 PROJECT PLAN ..... 16

**THIS AGREEMENT** is dated [DATE]

**PARTIES**

(1) **3DVS** of Manor House, Manor Street, Dewsbury, WF12 8ED (**Supplier**).

(2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Customer**).

**BACKGROUND**

**AGREED TERMS**

## 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions **(Conditions)**.

**Contract:** the Customer's purchase order and the Supplier's acceptance of it, or the Customer's acceptance of a quotation for Services by the Supplier under condition 2.2.

**Customer's Representative:** a representative of the Customer, appointed in accordance with condition 6.1.

**Intellectual Property Rights:** 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 and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Project:** the project as described in the Project Plan.

**Project Plan:** the detailed plan describing the Project and setting out the estimated timetable and responsibilities for the provision of the Services agreed in accordance with condition 4.

**Services:** the services to be provided by the Supplier under the Contract as set out in Schedule 1, together with any other services which the Supplier provides or agrees to provide to the Customer.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Condition, schedule and paragraph headings shall not affect the interpretation of these conditions.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The schedules form part of the Contract and shall have effect as if set out in full in the body of these Conditions and any reference to the Contract includes the schedules.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to **writing** or **written** includes faxes but not e-mail.

1.7 Where the words **include(s)**, **including** or **in particular** are used in these terms and conditions, they are deemed to have the words **without limitation** following them and where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.8 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.9 References to conditions and schedules are to the conditions and schedules of the Contract.

## 2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

(a) apply to and be incorporated into the Contract; and

(b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier, constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than:

(a) by a written acknowledgement issued and executed by the Supplier; or

(b) (if earlier) by the Supplier starting to provide the Services, and

(c) on the Supplier’s receipt of 30% of the price payable by the Customer on completion of the Project as a deposit.

when a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

## 3. COMMENCEMENT AND DURATION

3.1 The Services supplied under the Contract shall be provided by the Supplier to the Customer from the date of acceptance by the Supplier of the Customer's offer in accordance with condition 2.2.

3.2 The Services supplied under the Contract shall continue to be supplied until the Project is completed in accordance with the Project Plan unless the Contract is terminated in accordance with condition 12.

## 4. PROJECT PLAN

4.1 The Project Plan shall be agreed in the following manner:

(a) the Customer shall provide the Supplier with all architectural and site CAD files in AutoCAD .dwg format (release 2002 or later) origined at 0,0,0. These files shall include at a minimum, the engineering site plan, floor plans, elevations, sections, landscape plans, hardscape plans, and other significant design elements produced by others. In the event that landscaping plans are not available at the start of the 3D design, the Customer shall either provide detailed written guidance to the specific name and location of all landscape elements or provide the Supplier with full design control of all project landscaping, for the sole purpose of providing an aesthetically pleasing visualization

(b) the Supplier shall, as soon as reasonably practicable, provide the Customer with a draft Project Plan; and

(c) the Supplier and the Customer shall discuss and agree the draft Project Plan and when it has been agreed, they shall both sign a copy of it and it shall become Schedule 2 to and subject to these Conditions.

4.2 Once the Project Plan has been agreed and signed in accordance with condition 4.1(c), no amendment shall be made to it except in accordance with condition 7 and condition 15.

## 5. SUPPLIER'S OBLIGATIONS

5.1 The Supplier shall use reasonable endeavours to provide the Services, and to deliver the completed Project to the Customer, in accordance in all material respects with the Project Plan.

5.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Project Plan, but any such dates shall be estimates only and time shall not be of the essence of the Contract.

## 6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Services and appoint the Customer's Representative, who shall have the authority contractually to bind the Customer on matters relating to the Services;

(b) provide, in a timely manner, such information required for the Project Plan as described in clause 4.1 and any other such information as the Supplier may request and ensure that it is accurate in all material respects;

6.2 The Customer understands that the Supplier will use their best endeavours to create an accurate 3D representation in accordance with the Project Plan but that it will not be an exact representation of the Customer's final construction. To this end the Customer will provide the Supplier with a written disclaimer to be inserted in the final presentation. Upon the lack of any provided disclaimer the Supplier will use their own standard disclaimers as applicable.

6.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

6.4 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

## 7. CHANGE CONTROL

7.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

7.2 If the Customer wishes to change the scope or execution of the Services after viewing any work already carried out by the Supplier the Customer must notify the Supplier within 3 business days

7.3 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

(a) the likely time required to implement the change;

(b) any variations to the Supplier's charges arising from the change;

(c) the likely effect of the change on the Project Plan; and

(d) any other impact of the change on the terms of the Contract.

7.4 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Project Plan and any other relevant terms of the Contract to take account of the change.

7.5 The Supplier may charge for its time spent in assessing a request for change from the Customer on a time and materials basis in accordance with condition 8.

## 8. CHARGES AND PAYMENT

8.1 Condition 8.2 shall apply if the Supplier provides the Services on a time and materials basis. Condition 8.3 shall apply if the Supplier provides the Services for a fixed price. The remainder of this condition 8 shall apply in either case.

8.2 Where the Services are provided on a time and materials basis:

(a) the charges payable for the Services shall be calculated on an hourly basis of £35 an hour;

(b) the Supplier shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this condition 8.2.

8.3 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Project Plan. This, less the 30% deposit already paid, will be payable on completion of the Project, unless otherwise specified in the Project Plan. The Supplier shall invoice the Customer for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate.

8.4 Where an estimate of fees has been provided, it is for information purposes only. The Supplier cannot guarantee that the Services can be completed without exceeding the amount estimated. The Supplier shall contact the Customer in writing if the final fees exceed the estimated amount by 25% or more.

8.5 Where the Customer directly hires any sub-consultants which are then directly handled by the Supplier there will be a cost of 18% of the sub-consultant contract fee.

8.6 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt.

8.7 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:

(a) charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England Base Rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(b) suspend all Services until payment has been made in full.

8.8 Time for payment shall be of the essence of the Contract.

8.9 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition 8.9 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

8.10 All payment shall be made to the Supplier at, Manor House, Manor Street, Dewsbury, WF12 8ED The Supplier reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period.

8.11 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the documents, products and materials developed by the Supplier in relation to the Project shall be owned by the Supplier. The Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the finished Project. If the Supplier terminates the Contract under condition 12.2, this licence will automatically terminate.

9.2 The Customer acknowledges that, any and all documents, products and materials developed by the Supplier in relation to the Project may be used by the Supplier for demonstration or marketing purposes

## 10. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

10.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents or

sub-contractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

10.2 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

10.3 This condition 10 shall survive termination of the Contract, however arising.

## 11. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

11.1 This condition 11 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) any breach of the Contract;

(b) any use made by the Customer of the Services, the finished Project or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Subject to condition 11.2 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

## 12. TERMINATION

12.1 Subject to condition 12.3, the Contract shall terminate automatically on completion of the Project in accordance with the Project Plan.

12.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on giving the other not less than 10 days written notice if:

(a) the other party commits a material breach of any of the terms 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 of the breach; or

(b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or

(c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(d) a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

(e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(f) the other party ceases, or threatens to cease, to trade; or

(g) there is a change of control of the other party; or

(h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

12.3 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

## 13. DISPUTE RESOLUTION PROCEDURE

13.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this agreement, the parties shall follow the dispute resolution procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documentation. On service of the Dispute Notice a

representative of each of the parties shall attempt in good faith to resolve the Dispute;

(b) if the parties' representatives are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

13.2 Neither party may commence any court proceedings in relation to any dispute arising out of this agreement until 30 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.

## 14. FORCE MAJEURE

The Supplier shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier 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 sub-contractors.

## 15. VARIATION

Subject to condition 4 and condition 7, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## 16. WAIVER

16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## 17. SEVERANCE

17.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

17.3 The parties agree, in the circumstances referred to in condition 17.1 and if condition 17.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of the Contract shall be suspended while an attempt at such substitution is made.

## 18. STATUS OF PRE-CONTRACTUAL STATEMENTS

Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

## 19. ASSIGNMENT

19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

19.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

## 20. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 21. RIGHTS OF THIRD PARTIES

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

## 22. NOTICES

Notice given under the Contract shall be in writing, sent for the attention of the person, and to the address or fax number, given in the Contract (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 22 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## 23. GOVERNING LAW AND JURISDICTION

23.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.

This agreement has been entered into on the date stated at the beginning of it.

## Schedule 1 Services

The Supplier will prepare a 3D visualization that demonstrates the visual impact of the new construction as described in Schedule 2. This project and the scope of services are generally defined herein. The services in this agreement are limited to the scope and terms defined herein and any additional services must be defined by a supplemental agreement.

1. **3D Animation ( If Required and relates ONLY to Architectural Visualisation )**
   A. The Supplier will create an animation of no less than ( ) seconds and no more than ( ) seconds comprised of several ( ) sec sequences. Animations will include, at a minimum, a ( ) second exterior sequence and a ( ) second interior sequence. All sequences will be created to maximize the viewer's perspective and provide the greatest degree of understanding of the project's design in the amount of time available, while limiting the viewer's perspective to the boundaries of the property. Animated sequences will avoid showing any land outside the project's property line.
   B. The animation will include all hardscape and landscape elements included in the CAD drawings. All architectural details provided in the CAD drawings will be included in the animations. Any details not provided in the original drawings, may be created later for inclusion in the final animation at a rate of [£35/hr]. The Supplier will use its best judgment to represent the structures where and when detailed information is not provided by the Customer.
   C. The Supplier will utilize the Supplier's stock library materials and models to represent the future planned vegetation and to populate the scene with common elements such as cars, people, and hardscape elements. The Customer may elect to provide pictures to be used as materials for objects in the scene.
   D. The Supplier will utilize the Supplier stock library materials and models for interior furniture. No custom furniture will be created. The Supplier will provide a catalogue of images to allow the Customer to make furniture selections.
   E. The Supplier will provide the Customer with a draft version of the ( ) second animation sequence to review. The Supplier will revise, within reason, any elements of the sequence which were overlooked or elements which do not conform to the architectural data provided. Colours and textures may be altered after the draft animation submission, at the request of the Customer, at no additional charge. The Customer may elect to make any changes to the design not specified in the CAD files at a cost of [£35/hr.]
   F. After making all specified corrections and/or changes to the draft animation, the Supplier will present a final animation for approval by the Customer.
   G. The Customer shall be allowed to provide a detailed script for camera movements throughout the project. If the Customer fails to provide a detailed script of camera movements, then the Supplier will use its best judgment to provide a pleasing script for camera movement and will not be responsible for changes to which may be reasonably considered unnecessary.
   H. The Supplier will not be responsible for post-production requirements such as dialogue.

2. **3D Renderings**
   A. The Supplier will provide ( **if Required** ) six (6) high-resolution still images of the final proposed construction up to 3000 pixels wide by up to 3000 pixels high. The Supplier will not be responsible for printing any images or for obtaining aerial photography for use in renderings.
   B. Still renderings will include three (3) exterior views, two (2) interior views. ( **If required** )

3. **Product delivery**
   A. The Supplier will provide the Customer with the following products as delivery on the professional services provided.
      1. A (  ) second animation sequence in the form of a DVD for viewing in all standard DVD players.
      2. Six high-resolution still renderings of the proposed future construction in JPG format on a CD.
      3. Pending any further contractual agreements the responsibility of the Supplier will end at this point.

4. **Product schedule**
   A. The Supplier and the Customer shall adhere to the following schedule

<u>Provided by the Customer:</u>

| | |
|---|---|
| Site Plan and Architectural Drawings | NLT 30 days after contract signing |
| Colour scheme | NLT 30 days after contract signing |
| Detailed Script of camera movements (if desired) | NLT 30 days after contract signing |
| High-resolution tower photograph in digital form | NLT 30 days after contract signing |

<u>Provided by the Supplier:</u>

| | |
|---|---|
| 3 exterior renderings (initial review) | NLT 30 days after the Customer provides CAD files, signed contract & deposit |
| 3 interior renderings (initial review) | NLT 45 days after the Customer provides CAD files, signed contract & deposit |
| Draft animation | NLT 60 days after the Customer provides CAD files, signed contract & deposit |
| Final animation and 6 still renderings | NLT 75 days after the Customer provides CAD files, signed contract & deposit |

   B. The Supplier is not responsible for the Customer's delays in providing a detailed script of camera movements. The Supplier may elect to postpone work on animation until a detailed script has been provided by the Customer.
   C. The Supplier is not responsible for the Customer delays in providing structural approval of renderings. If the Customer does not provide structural approval or corrections of rendered building within 7 calendar days, the Supplier will assume no responsibility for making changes and will continue with project as scheduled. Further changes after 7 days may be billed at an additional cost to the Customer.

## Schedule 2 Project Plan

THE PROJECT PLAN AGREED IN ACCORDANCE WITH CONDITION 4.

| | |
|---|---|
| Signed by<br>for and on behalf of 3DVS | .....<br>Director |
| Signed by [NAME OF DIRECTOR]<br>for and on behalf of [NAME OF CUSTOMER] | .....<br>Director |

# *Visual Impact Assessment.*

## 1. Introduction

3DVS have undertaken this Visual Impact Assessment study on behalf of *David Storrie Associates* which is intended to form part of an application for the determination of the erection of an Endurance wind turbine at Cockle Edge Farm, Ingbirchworth. The report identifies the visual impact of this turbine through photography.

## 2. Site Context.

| | |
|---|---|
| Grid Reference | |
| Lat/Lon: | 53 32.722 – 001 39.246 |
| OSGB: | SE23065 - 05425 |
| Landscape Description & Use | Agriculture |
| Green Belt | Yes |
| National Park | No |
| A.O.N.B | No |
| Planning Authority | Barnsley |
| Distance from site to nearest residential property owned by customer. | 124m |
| Distance to nearest property not owned by customer. | 410mm |
| Distance from nearest commercial property. | 732mm |
| Centres of residence | Ingbirchworth, Upper Denby |
| Public Highways | A629, B6115, Single track roads. |
| Public Footpaths/Bridleways etc. | Barnsley Boundary Walk, |

## 3. Existing Environment.

A desktop study was undertaken to gather information on the existing baseline landscape conditions, location of visual receptors and geographical context to establish the area over which the wind turbine development may have a visual impact. In addition to the desktop study, site survey work was undertaken to verify the findings of the data collection, to identify specific landscape features and to undertake a detailed visual analysis. Photographs were taken from viewpoints from potential visual receptors.

## 4. Terrain/Landscape/Site Context.

The proposed site is 341m to the southeast of Cockle Edge Farm, adjacent to the A629. The landscape is defined as Green Belt. The area consists of irregular shaped fields separated by dry stone walls. There are three reservoirs within the survey area; these are Scout Dyke Reservoir, Ingbirchworth Reservoir and Royd Moor Reservoir. The topography in the area in the main gently rises to the southwest to a maximum of 362m. Prominent in the area is the Spicer Hill Wind farm which is 2.3km to the west-southwest. There are other medium scale turbines in the area. A circular 'boundary walk passes nearby; this is the Barnsley Boundary Walk. Whilst there are Heritage sites within the area, none were to be established within 1km of the proposed site.

## 5. Methodology for Assessment of Landscape Resource and Visual Impacts.

The assessment of the visual impacts were conducted in accordance with current guidance or adapted, namely The Landscape Institute and Institute of Environmental Management and Assessment *Guidelines for Landscape and Visual Impact Assessment*, (Second Edition) 2002, as described below.

In defining the landscape visual impact Tables 1, 2 & 3 below have been used as guides.

Table 1. Sensitivity Classification

| **Sensitivity of Landscape Resource** | |
|---|---|
| Landscape of particularly distinctive, character susceptible to relatively Small changes e.g. National Park | **High** |
| Landscape with relatively ordinary characteristics reasonably tolerant of changes | **Medium** |
| Landscape with few features of value or interest, potentially tolerant of Significant change. | **Low** |

**Note on Table 1, specifically A.O.N.B, National Parks, SSSI and World Heritage sites etc.**

*This report addresses the visual impact of the proposed site from the viewpoint of an individual or individuals looking towards the site from various viewpoints or 'visual receptors', it does NOT assess the 'physical' impact on the Land e.g. Flora/Fauna, Geology, terrain and land use, therefore the objective terminology used in this report is of a different meaning, and RELATES to visual impact.*

*For example:*

*The proposed site may be in a National Park, by definition a high sensitivity landscape. However the site from a particular viewpoint, say a road or footpath may be masked or hidden by trees, from a 'visual' reception point of view this would be classed as 'slight' as the turbine is not in full view to the 'visual' receptor. The same criteria are applied to any properties that may have visual reception to the site.*

*Issues on the physical change to the landscape (as above) should be addressed by other reports.*

Table 2. Magnitude Classification.

| **Magnitude of Change** | |
|---|---|
| Substantial change in landscape characteristics over an extensive area,<br>ranging to very intensive change over a limited area. Permanent, long term. | **High** |
| Moderate change in landscape component over a wide area and/or<br>moderate change in localised area. | **Moderate** |
| Discernable but slight change in any landscape component. Short term,<br>temporary | **Slight** |
| Virtually imperceptible change. Insignificant scale to affect the integrity of<br>the landscape component | **Negligible** |

Table 3. Impact Significance.

| | **Low Sensitivity** | **Medium Sensitivity** | **High Sensitivity** |
|---|---|---|---|
| **Substantial Magnitude** | Moderate Impact | Substantial Impact | Substantial Impact |
| **Moderate Magnitude** | Slight Impact | Moderate Impact | Substantial Impact |
| **Slight Magnitude** | Slight Impact | Slight Impact | Moderate Impact |
| **Negligible Magnitude** | Negligible Impact | Slight Impact | Slight Impact |

Table 4 provides a summary of predicted visual impact upon completion of installation and construction

Table 4. Predicted Visual Impact over the next 5 years.

| **Activity** | **Effect upon landscape resource** | **Sensitivity** | **Magnitude** | **Significance of visual impact.** |
|---|---|---|---|---|
| Increase in traffic due to construction works and erection of plant | Loss of a small area of grassland | LOW | LOW | SLIGHT |
| Initial Operation Stage | Continuation of existing conditions – Loss of small area of grassland | LOW | LOW | SLIGHT |
| Continued full time operation | Continuation of existing conditions – Loss of small area of grassland. | LOW | LOW | SLIGHT |

Table 5. Predicted Visual Impacts Upon Completion of Construction.

| **Activity** | **Effect upon Visual Impact** | **Sensitivity** | **Magnitude** | **Significance of visual impact.** |
|---|---|---|---|---|
| Increased visibility of the site due to the operation of the single wind turbine | Near distance views. | | | |
| | Location 2 | High | High | Significant |
| | Middle Distance Views. | | | |
| | Location 1 | Low | Low | Slight |
| | Location 3 | Low | Low | Slight |
| | Location 4 | Low | Low | Slight |
| | Location 5 | Low | Low | Slight |
| | Far distant views. | | | |

## 6. Methodology for Assessment of Visual Impact.

Visual impact is the result of a change in view from receptors such as residential property, public rights of way, land with public access and roads. Residential properties are considered the most sensitive receptors to changes in view whereas road users are the least sensitive as their experience is transient. The magnitude of impact is assessed according to the scale of the effect, which will depend largely upon the size and type of the development and the distance of the receptor/s from the site. The significance of visual impact depends upon the sensitivity of the receptor and the magnitude and duration of the effect

## Technical Processes Used in Producing this Report.

1. All location photographs and the Turbine position were logged on site using a GARMIN GPS. The accuracy of positions is +/- 1m.
2. Locations were logged on site as OSGB 10 figure co-ordinates. These were then converted back to Latitude – Longitude bearings so that the positions could be accurately marked on the Google Earth Aerial view and the relevant OS Maps.
3. Original Marker Distances on the GPS were cross referenced with the distances from Google Earth and OS Maps for accuracy. Both, co-ordinate sets, elevation and distance from the Turbine position are clearly marked on the images. Terrain Cross Profiles were produced from OS digital maps 1:50.000/1:25000 vertical exaggeration is approximately x 2.
4. The visualisations were produced using 3D STUDIO MAX and Photoshop. This was done by placing the photographs into 3DS Max, placing a ‘virtual camera’ in the scene at the correct distance from the turbine and then superimposing the turbine into the scene. Scale height calculations were done to ensure total accuracy of turbine height against distance.
5. Final images were then rendered out, saved as .jpg files and then post processed in Photoshop, re-sizing of image for printing purposes.

***Note: Consideration is given to all possible visual receptors within the range 0 to 5000m during the desktop study. However, it would be impractical to examine all visual vantage points for a project of this size and we accept that the turbine could be seen from other locations.***

**Table 6. Sensitivity of Visual Receptors.**

| **Sensitivity of Visual Receptor.** | |
|---|---|
| Residential properties less than 1 km from the development with direct views<br>from ground floor and first floor windows towards the development.<br>Public Rights of Way less than 1 km from the development with direct views. | **HIGH** |
| Residential properties over 1 km from the development or with more<br>restricted views towards the development.<br>Public Rights of Way more than 1 km from the development, or with restricted<br>views.<br>Local side roads and lanes.<br>Sporting and recreational facilities, allotments. | **Medium** |
| Offices, commercial developments and industrial sites.<br>Main roads and rail routes. | **Low** |

**Table 7. Classification of Magnitude of Visual Receptors.**

| **Magnitude of Impact ( Scale ).** | |
|---|---|
| The majority of viewers affected/major changes over a large proportion<br>of the view. | **Substantial** |
| Many of the potential viewers affected/ major changes over a smaller<br>proportion of the view/moderate change in view/partial view. | **Moderate** |
| Few viewers affected / minor change in view/glimpsed view. | **Slight** |
| Indiscernible change in the view. | **Negligible** |

**Table 8. Significance of Impact ( Relationship Between Sensitivity and Magnitude ).**

| | **Low Sensitivity** | **Medium Sensitivity** | **High Sensitivity** |
|---|---|---|---|
| **Substantial Magnitude** | Moderate | Substantial | Substantial |
| **Moderate Magnitude** | Slight | Moderate | Substantial |
| **Slight Magnitude** | Slight | Slight | Slight |
| **Negligible Magnitude** | Neutral | Neutral | Slight |

The photomontage images have been produced to predict the proposed views of the site post construction. Photograph Locations 1 to 5 were taken using a Fuji SD2950 digital camera with an equivalent 50mm lens. The images are comparable to those observed by the human eye. Images should be held between 300 to 500mm from the eye. The photomontages were produced using 3d Studio Max an industry standard visualisation package, part of the Autodesk AutoCAD group and PhotoShop. Photographs 1 to 5 were taken from publicly accessible viewpoints, to illustrate the site on completion.

**7. Visual Baseline Conditions.**

A visual analysis was undertaken in May when weather conditions and visibility were considered to be acceptable.

*The Zone of Theoretical Visibility (ZTV) is defined as the area from within which the*
*proposed development would be visible (assuming an eye level of 1.6 m above*
*Ground level). The ZTV and potential visual receptors are shown in Part 2 of this report.*

For a project of this size 3DVS do not employ DTM's ( Digital Terrain Models ) or DEM's ( Digital Elevation Models ). This practice is the domain of Utility Scale Windfarms.

## 8. Visual Receptors.

***The local authority has not asked for any specific locations to be considered.***

There were a number of possible visual receptors identified from the desk top study.

These were:

A629
Spicer House Lane
B6115 Upper Denby
Annat Royd Lane
Lakeland Residential Area

All of the above sites were visited on the day.

A total of 5 visual receptors were identified and photographs taken looking towards the site of the Turbine for assessment on how they might be visually affected by the erection of the proposed turbines.

The receptors are situated between 341m and 2075m away from the site.

***All photographs were taken from publicly accessible viewpoints. Legally 3DVS is not allowed to access private land or the curtalige of domestic properties.***

**Near Distant Views (inside 1000m)**

Location 2

**Middle Distance Views (Between 1000m & 2500m).**

Location 1
Location 3
Location 4
Location 5

**Distant Views (Between 2500m & => 5000m.)**

N/A

## 9. Predicted Visual Impacts.

A summary of the visual impacts from the above receptors, using the methodology
described in Section 6 is summarised in Section 11. The receptor locations are
shown in Part 2 of this report. ( GIS Image & Shaded relief OS Map ). Terrain Cross Profiles with a vertical exaggeration of approx X2 are also supplied in Part 2 of this report.

The description of the views and the potential impact on individual receptors is summarised as follows below:

### Location 1

Elevated position looking east to the site. Whilst the turbine is ‘masked’ by heat haze. The turbine will be seen as a thin distant construction against hillsides and other topography. Visual impact will be slight.

### Location 2

Adjacent to A629. Looking northwest to the site. The proposed turbine will be dominant to traffic and other properties in the vicinity. Visual impact will be significant. As at least 3 other turbines can be seen from this location Cumulative impact is classed as combined.

### Location 3

A middle distant view from the edge of Upper Denby, looking southeast. Properties at this location will have slight visual impact. Properties in Upper Denby itself will have no direct views to the site.

### Location 4

A panoramic view looking northeast to the proposed site. The turbine will be seen as a thin structure in an open landscape. It is well below the skyline and will not be immediately picked up by the eye at this distance. Visual impact will be slight.

**Location 5**

A middle distant view from the high point on the A629. This will be the first view that traffic will have of the site when moving southeast. This view is transient and will change as traffic moves towards it. Visual impact is slight at this point. Cumulative impact is classed as combined as there are other structures in the view.

## 10. Summary of Predicted Visual Impact.

The proposed site is positioned close to the A629. It is positioned in an open landscape with elevated views to the site from the northeast. There is an existing commercial Windfarm at Spicer Hill; there are also a number of other turbines in the area. There are no properties that have any significant views to the site. There is no visual or sensory impact to the reservoirs nearby.

*Cumulative impact is classed as Combined.*
*Shadow Flicker has been examined and does not apply to this particular site.*

## 11. Conclusion.

1. This is an application for 1 Turbine.
2. The proposed site is adjacent to the A629. Significant visual impact will occur at this point to traffic.
3. Visual impact varies depending on distance.
4. There are other turbines in the vicinity.
5. The addition of this turbine to the area will not affect the capacity of the landscape to change.
6. Overall, visual impact is determined as slight, with significant impact to the A629..

Broadstone Rd
Penistone Rd
Denby Ln
B6115
Location 5
Location 3
Turbine
Location 2
Location 1
Spicer House Ln
Halifax Rd
B6462
Location 4
Royd Ln
© 2012 Infoterra Ltd & Bluesky
© 2012 Google
Google earth
Imagery Date: 5/31/2009
2002
53°32'52.44" N 1°39'55.18" W elev 245 m
Eye alt 5.54 km

Location 1. OSGB: SE21049 - 05107  Lat/Lon: 53 32.531 - 001 41.030 Distance to Turbine = 2040m (  2.04km ) 305m AOD ( GPS ).
View looking east.

Location 2. OSGB: SE23313 - 05199  Lat/Lon: 53 32.575 - 001 38.980  Distance to Turbine = 341m. 231m AOD ( GPS ) View looking northwest.

Location 3. OSGB: SE22295 - 06743 Lat/Lon: 53 33.410 - 001 39.895  Distance to Turbine = 1523m ( 1.52km ). 257m AOD ( GPS )
View looking southeast

Location 4. OSGB: SE21554 - 04289 Lat/Lon: 53 32.089 - 001 40.577. Distance to Turbine = 1885m ( 1.89km ). 326m AOD ( GPS ).
View looking northeast.

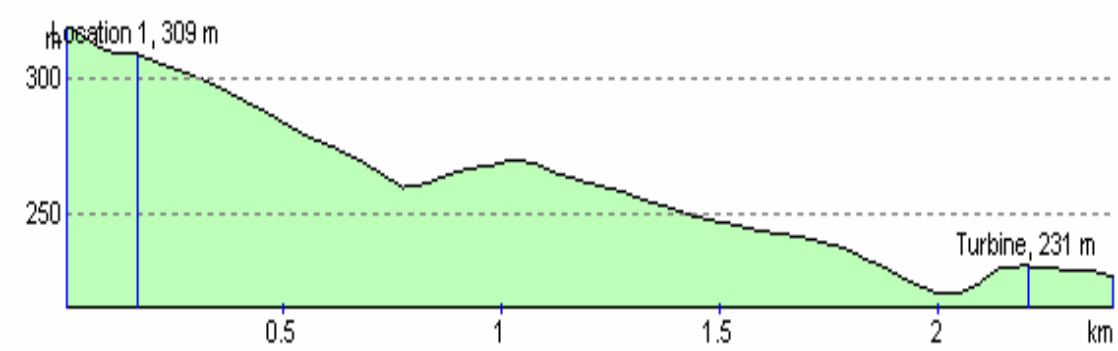
Location 5. OSGB: SE21534 - 06892  Lat/Lon: 53 33.460 - 001 40.584  Distance to Turbine = 2075m ( 2.07km ) 244m AOD ( GPS )
View looking southeast.

# Terrain Profile: Location 1 to Turbine

## Summary

Profile Distance: 2.4 km
Total Ascent: 18 m Total Descent: 110 m

## Elevation Profile




## Waypoints

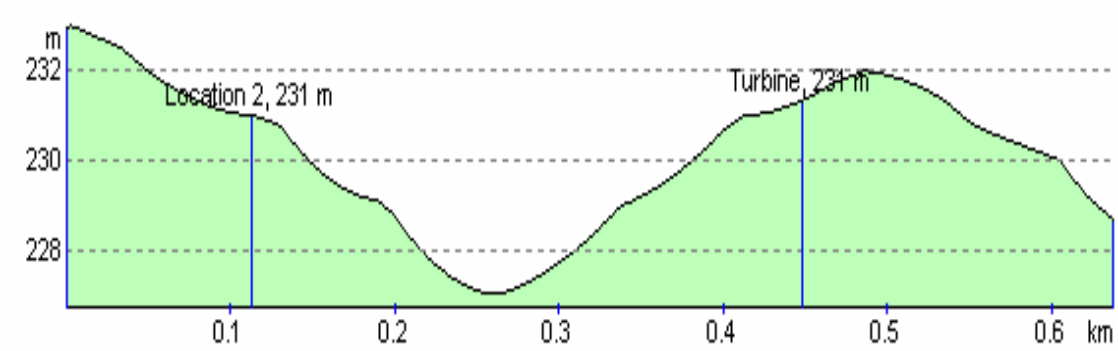
| Leg | Name / Position / Elevation | Bearing | Distance | Ascent | Descent | Comments |
|---|---|---|---|---|---|---|
| 0 | WP0301<br>SE 20887 05075<br>319 m | | | | | |
| 1 | Location 1<br>SE 21049 05107<br>309 m | 078°T | 165 m | 0 m | 10 m | Location 1. Distance to Turbine = 2040m ( 2.04km ). Profile running east. |
| 2 | Turbine<br>SE 23065 05425<br>231 m | 081°T | 2.04 km | 19 m | 96 m | Turbine |
| 3 | WP0304<br>SE 23257 05455<br>227 m | 081°T | 195 m | 0 m | 4 m | |
| | | Totals: | 2.4 km | 18 m | 110 m | |

# Terrain Profile: Location 2 to Turbine

## Summary

Profile Distance: 638 m
Total Ascent: 4 m Total Descent: 9 m

## Elevation Profile




## Waypoints

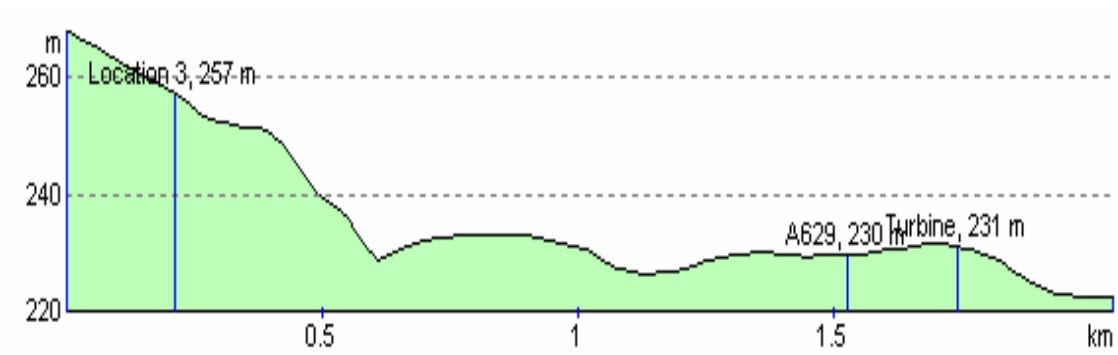
| Leg | Name / Position / Elevation | Bearing | Distance | Ascent | Descent | Comments |
|---|---|---|---|---|---|---|
| 0 | WP0401<br>SE 23402 05130<br>233 m | | | | | |
| 1 | Location 2<br>SE 23313 05199<br>231 m | 308°T | 113 m | 0 m | 2 m | Location 2. Distance to Turbine = 341m. Profile running northwest |
| 2 | Turbine<br>SE 23065 05425<br>231 m | 312°T | 336 m | 4 m | 4 m | Turbine |
| 3 | WP0404<br>SE 22927 05555<br>229 m | 313°T | 189 m | 0 m | 3 m | |
| | | Totals: | 638 m | 4 m | 9 m | |

# Terrain Profile: Location 3 to Turbine

## Summary

Profile Distance: 2.05 km
Total Ascent: 9 m Total Descent: 54 m

## Elevation Profile




## Waypoints

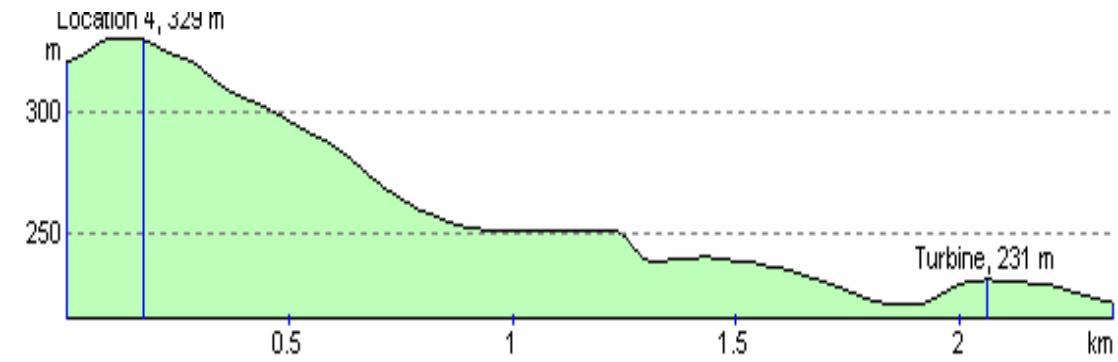
| Leg | Name / Position / Elevation | Bearing | Distance | Ascent | Descent | Comments |
|---|---|---|---|---|---|---|
| 0 | WP0501<br>SE 22182 06924<br>268 m | | | | | |
| 1 | Location 3<br>SE 22295 06743<br>257 m | 148°T | 214 m | 0 m | 11 m | Location 3. Distance to Turbine = 1523m ( 1.52km ). Profile running southeast. |
| 2 | A629<br>SE 22957 05610<br>230 m | 149°T | 1.31 km | 7 m | 34 m | A629 |
| 3 | Turbine<br>SE 23065 05425<br>231 m | 150°T | 214 m | 2 m | 0 m | Turbine |
| 4 | WP0504<br>SE 23207 05155<br>223 m | 152°T | 305 m | 0 m | 8 m | |
| | | Totals: | 2.05 km | 9 m | 54 m | |

# Terrain Profile: Location 4 to Turbine

## Summary

Profile Distance: 2.35 km
Total Ascent: 21 m Total Descent: 119 m

## Elevation Profile




## Waypoints

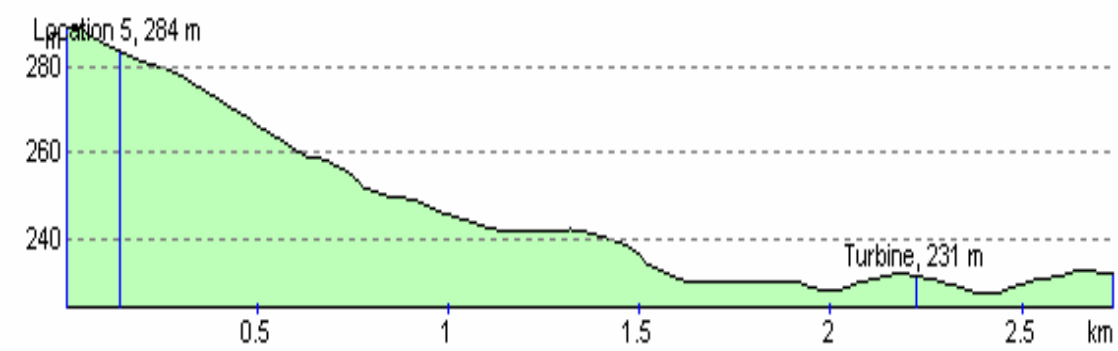
| Leg | Name / Position / Elevation | Bearing | Distance | Ascent | Descent | Comments |
|---|---|---|---|---|---|---|
| 0 | WP0601<br>SE 21417 04180<br>320 m | | | | | |
| 1 | Location 4<br>SE 21554 04289<br>329 m | 051°T | 175 m | 9 m | 0 m | Location 4. Distance to Turbine = 1885m ( 1.88km ). Profile running northeast. |
| 2 | Turbine<br>SE 23065 05425<br>231 m | 053°T | 1.89 km | 12 m | 110 m | Turbine |
| 3 | WP0604<br>SE 23297 05585<br>222 m | 055°T | 282 m | 0 m | 9 m | |
| | | Totals: | 2.35 km | 21 m | 119 m | |

# Terrain Profile: Location 5 to Turbine

## Summary

Profile Distance: 2.74 km
Total Ascent: 9 m Total Descent: 66 m

## Elevation Profile




## Waypoints

| Leg | Name / Position / Elevation | Bearing | Distance | Ascent | Descent | Comments |
|---|---|---|---|---|---|---|
| 0 | WP0701<br>SE 21422 06919<br>289 m | | | | | |
| 1 | Location 5<br>SE 21534 06832<br>284 m | 128°T | 142 m | 0 m | 6 m | Location 5. Distance to Turbine = 2075m ( 2.07km ). Profile running southeast. |
| 2 | Turbine<br>SE 23065 05425<br>231 m | 132°T | 2.08 km | 4 m | 56 m | Turbine |
| 3 | WP0704<br>SE 23457 05085<br>232 m | 131°T | 519 m | 5 m | 4 m | |
| | | Totals: | 2.74 km | 9 m | 66 m | |