

**Clerk to Council: Elizabeth Martin**

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# LBPC ALLOTMENT FLOOD PLAN

February 2024, for consideration and agreement by the Lyneham and Bradenstoke Parish Council.

## HISTORY

The Allotments and neighbouring properties have been subject to flooding for at least the last 5-6 years, this has caused damage to belongings. In previous years the parish council has acted upon this and reinstated the allotment drains which had fallen into disrepair.

Further, the Parish Council installed a French drain to the Playing fields to reduce the risk of standing water on the Rec and reduce the 'flow' to the low point at the allotments.

Following the storm of October 2023, termed the worst since 2007, significant flooding was observed to the Allotments, flooding to properties in Church Park, with water flooding across roads and gardens.

The Parish Council engaged an independent survey, documented the Wiltshire County Council (WCC) Flood Risk assessment for the area impacted and sought input from historic OS maps. As part of this process, history of the site was sought from long term allotment holders.

Further, it is noted the creation of the Solar Farm and the required implementation of the Swales and Ditches to prevent water run off to the North of the site boundary. The MOD have been requested to determine if the Swales and ditches are in good order, at the time of this report the outcome is awaited.

## KNOWLEDGE BASE

Appendix 1 The plans from WCC Flood Risk Assessment and historic OS maps, marked to detail the historic drainage routes from the 'Dew Pond' through the allotments and to the Lillybrook.

Appendix 2 details the surveyor report and recommendation.

Discussion with long term allotment holders confirmed the following.

1. The allotment drains were re-instated as far as possible given the restrictions some 3 years ago,
2. Sheds and other debris continue to be placed over the drain route to the eastern boundary adjacent to Church Park Park Homes.
3. 6-8 years ago, 3 allotment holders 'scraped' the top 2-3 inches of overgrown soil and dumped the resulting debris at the south eastern corner of the allotments. This location effectively blocked the drain route from the allotments to the Lillybrook.
4. It is stated that Vivo, the MOD contractor, attempted to unblock the drainage from the allotments to the Lillybrook when they were clearing the Lillybrook. The equipment in use however did not have sufficient reach.

## RECOMMENDATION AND ACTION

The surveyors contracted recommend re connection of the allotment drainage system to the Lillybrook. The history of the area, backed by observation would conclude that the allotments historically were connected to the Lillybrook, however over time the drainage system and indeed the Lillybrook fell into disrepair. The re-introduction of the connection would go some way to reduce flooding at the Allotments and surrounding areas.

It is noted from the WCC Flood Risk assessment that in severe inclement weather no 100% guaranteed flood prevention can be assured.



## Recommendation 1.

The Parish council contract to remove the earth barrier between the allotment and the Lillybook re-instating the historic drainage route. Further to improve this and safeguard against disrepair by installation of a suitable drainage pipe between the 2.

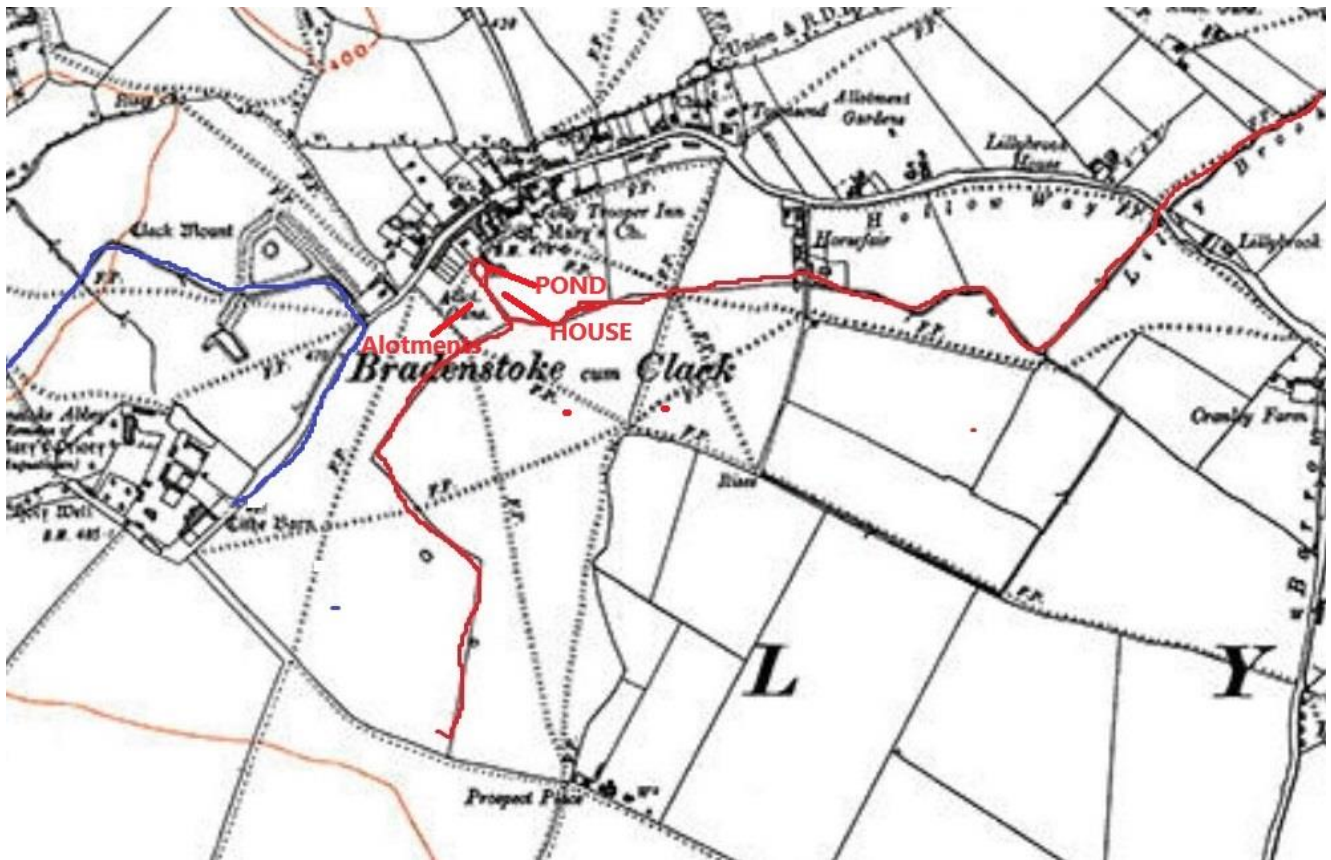
## Recommendation 2

MOD Lyneham confirm the condition of the Swales and Ditches at the northern boundary and make rectification if required.

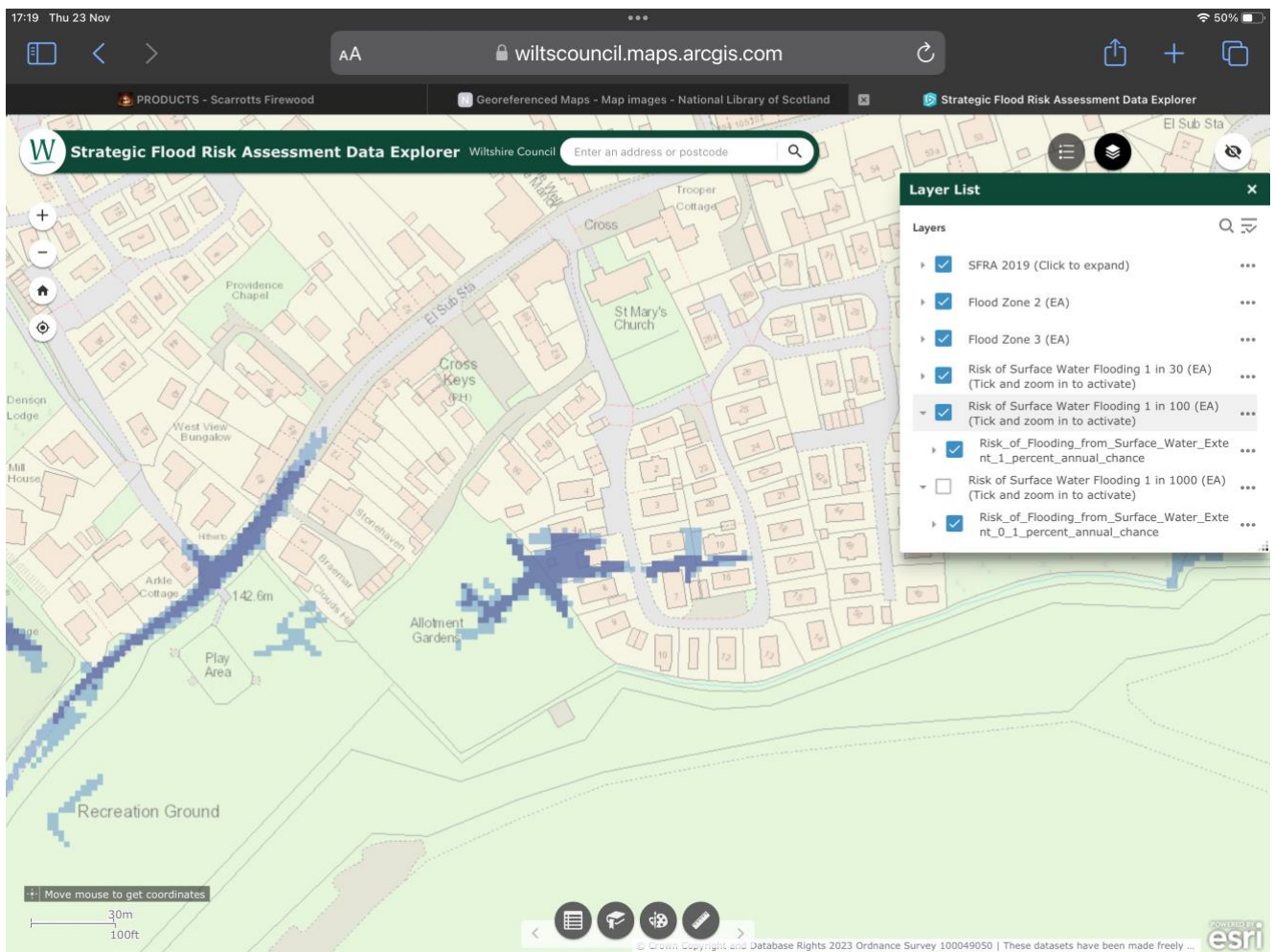
Stuart Bernard

February 2024

## APPENDIX 1



Map detailing the historical drainage routes. Red details the previous drain flowing through the allotments and onto the Lillybrook, also in Red.



WCC Flood Risk Assessment, as defined October 2023.



## APPENDIX 2





## Terms & Conditions of Business

### This Statement

- Sets out the basis on which we will provide our professional services.
- Unless otherwise agreed, and subject to the application of the then current hourly rates, will apply to any future instructions given to you by this firm.
- Constitutes a legally binding contract, which you should enter into only if you are satisfied as to its meaning and effect. Although your continuing instructions will amount to an acceptance of these terms and conditions, it may not be possible for us to start work on your behalf until our quotation form has been signed and returned to us.
- By signing our quotation form, you authorise us to do anything which in our opinion is reasonably and lawfully necessary in furtherance of your instructions.

### Charges and Expenses

- Our charges will be calculated mainly by reference to the time actually spent by our professional staff and other staff in respect of any work that they do on your behalf. This will include meetings with you and others, reading and working on papers, correspondence and preparation of detailed design solutions.
- Hourly rates are related to staff designation and experience as follows:
 

○ Managing Director	£110
○ Director	£100
○ Technical Director	£90
○ Associate Director	£80
○ Principal Engineer/Principal Consultant	£70
○ Senior Engineer/Senior Consultant	£65
○ Engineer/Consultant/Senior Technician	£40-£60
○ Graduate Engineer/Graduate Consultant	£35
○ Technician	£35
○ Technical Assistant	£25
- These hourly rates are reviewed periodically to reflect increases in overhead costs and inflation.
- Unless otherwise stated in the quotation form, travel expenses will be recharged at cost price, with the exception of mileage which is recharged at £0.55 per mile.
- An administration fee of £350.00 will be payable for any letters of reliance / assignment.
- An administration fee of £500.00 will be payable for Collateral Warranties.
- Fee prices are exclusive of VAT. We would wish to reserve the right to alter fee proposals should it

become evident that our brief has altered significantly during the course of the work.

- Unless stated otherwise, fees are exclusive of normal disbursements incurred in connection with the work, which are chargeable at cost. Time spent travelling in connection with the work is ordinarily chargeable.
- Our accounts are subject to VAT and are payable within 14 days of presentation.
- Unless Cole Easdon Consultants Ltd (CE) have specifically provided a quotation for such work, the client is responsible for procuring suitable site investigation work to identify any ground condition or contamination issues. Where CE have provided a quotation for such work, this will be undertaken by a specialist consultant and will be subject to their terms and conditions, general notes and limitations.
- Whilst reasonable care would be taken in relation to the accuracy and practicality of proposed solutions, we cannot guarantee the accuracy of Ordnance Survey, land ownership, or other plans supplied or the accuracy of solutions based on such plans.
- It is not CE's policy to be party to development risk as part of any fee agreement.
- CE's insurance levels are as follows:
 

○ Public Liability	£5 million
○ Employers Liability	£10 million
- Appropriate levels of Professional Indemnity insurance are determined for each project and recorded on the quotation forms that will be presented to you for signature. Notwithstanding the cover, insurance is for each and every claim or series of claims and in the aggregate, save that cover is restricted to an inner aggregate of £1 million for claims relating to pollution, asbestos and contamination and £5 million in respect of fire safety.
- Documentary details and evidence can be provided upon request.





- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise which the case may demand and the value of the matter to you (all of which are referred to as the value element). It is not always possible to indicate how these aspects may arise but, where a charge reflecting any value element is to be added, we will explain this to you.
- Occasionally, we have to pay out expenses on behalf of clients (disbursements) for example, Section 38/278/104 fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. We reserve the right to charge an administration fee of 10% of the purchase cost made on your behalf. VAT will be charged accordingly.
- We may have agreed with you a special charging arrangement as specified in the accompanying fee quotation. If for any reason the matter does not proceed to completion, we will be entitled to charge you for expenses incurred and for work actually done by reference to the time spent.
- CE will not accept liability for any costs where construction has commenced ahead of necessary approvals.
- CE's drawings should only be used for the purpose identified in the title block of the respective drawing. For example, CE's drawings should not be used for tender or construction purposes unless we have confirmed their suitability for such use in writing to you.

#### **Payment Arrangement**

- It is normal practice to request payment of invoices from clients on a monthly or lump sum basis, depending on the terms agreed at quotation stage. If such requests are not met with prompt payment, delay in the progress of a project may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further.
- Credit is subject to status and trading history. CE reserves the right to request up-front payment before work commences.
- We also reserve the right to charge interest on overdue accounts. We would like to maintain good relations with our customers and therefore only intend to charge interest as a last resort.

#### **Storage of Papers and Documents**

- After completing the work, we are entitled to keep all your papers and documents whilst there is any money owing to us for our charges and expenses. In addition, we will keep your project file in storage for not less than 12 years. After that, we have the right to destroy your file.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a reasonable charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions.

#### **Copyright**

- Copyright in the documents (including drawings) shall remain vested in CE, however we will grant an irrevocable and royalty free licence to use and reproduce the documents for all reasonable purposes relating to the project.
- We shall not be liable for any use of the documents for any purposes other than that for which the same were prepared and provided by CE.

#### **Bribery and Corruption**

- All CE staff members will politely refuse any gift, favour or hospitality from clients or service providers which might be interpreted as seeking to exert undue influence to obtain preferential consideration. Staff are also prohibited from engaging in facilitating tax evasion.





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**Duty of Care**

- In the performance of our services, we will use all the reasonable skill, care and diligence to be expected of a competent and qualified consultant experiences in performing the services of a similar size, scope and complexity of the services hereunder.

**Confidentiality**

- CE will respect confidential information obtained in the course of our work and refrain from disclosing such information without the consent of the client or a person entitled to act on his/her behalf except where a disclosure is required under the terms of the relevant safeguarding procedures or by law or by the order of a court or is a qualifying disclosure made in accordance with the Public Interest Disclosure Act 1998.

**Data Protection & Information Security**

- Details of our Security & Privacy of Data Policy can be found on our website [www.ColeEasdon.com](http://www.ColeEasdon.com).

**Termination**

- You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents whilst there is any money owing to us for your charges and expenses. If at any stage you do not wish us to continue doing work and/or incur any charges and expenses on your behalf, you must tell us this clearly in writing.
- If we decide to stop acting for you, for example if you do not pay an interim invoice or comply with the request for a payment on account, we will tell you the reasons and give you reasonable notice in writing.

**Limitation**

- No action or proceedings under or in respect of an Agreement, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise shall be commenced against us after the expiry of six years from the date of the Report or practical completion of the Project.

## Reprographic Charges

Black & White	Type	Paper Size	Fee per Copy (ex. VAT)	Method
	Print	A0	£1.35	In-House Printer
		A1	£1.15	
		A2	£1.00	
		A3	£0.50	
		A4	£0.05	
	Scan	A0	circa £20.00	Out-Sourced at Cost
		A1	circa £10.00	
		A2	circa £5.00	
		A3	NIL*	In-House Printer
		A4	NIL*	

Colour	Print	A0	£16.00	In-House Printer
		A1	£8.00	
		A2	£4.00	
		A3	£2.00	
		A4	£0.50	
	Scan	A0	£30.00	Out-Sourced at Cost
		A1	circa £15.00	
		A2	circa £7.50	
		A3	NIL*	In-House Printer
		A4	NIL*	

<b>Technical Reports</b>	£10.00 each bound copy plus printing costs
<b>Compact Disk (CD)</b>	£10.00 each

\* We reserve the right to charge for scanning of multiple documents.

### Notes:

- First generation print quality is ensured for every copy.
- Default printing is undertaken in Black & White (Greyscale). Colour reproduction may be necessary to meet local authority requirements for technical approval or to enhance submissions (e.g. for planning, public consultation etc.).
- Other stationery costs associated with report production will be re-charged accordingly.
- In order to reduce costs for both parties, and in line with our Environmental Policy, we encourage reports and drawings to be issued electronically where possible.



## Company Aim & Service Policy Statement

*CE has an excellent reputation in their key areas of business practice as one of the UK's leading specialist firms of transportation, hydrology and civil engineering.*

### Company Aim

CE's aim is to achieve, sustain and continually improve the high quality of our services and to ensure that they meet the needs of clients in a cost-effective way. We will continue to:

- Establish a significant transportation and civil engineering presence nationwide;
- Ensure Company management, services and design solutions are achieved in an environmentally responsible and sustainable manner;
- Create a reputation for technical excellence;
- Assist staff with the development of necessary engineering skills;
- Extend the expertise of the Company into other transportation and civil engineering sectors;
- Progress the business development of the Company in the UK;
- Increase CE's stature and influence;
- Safeguard CE's standards and integrity; and
- Provide challenging and secure employment

### Service Policy

This Service Policy Statement reflects the commitment of the Company to quality service and the achievement of this goal is supported by the Company's management systems, which embrace both quality management and the continual improvement of our service.

Quality management provides confidence both to our clients and our own management that our service will meet their quality expectations. Our quality system emphasises the importance of adequate planning and review in the delivery of a quality service and aims at meeting our client's requirements on each consulting commission undertaken.

Continual improvement, which is a cornerstone of all our management systems, focuses on better service to our clients, and addresses other key Company objectives to develop our reputation, people technologies and finances to maintain our position as one of the UK's leading specialist civil engineering and transportation consultancies. It includes improved client interaction, more effective learning from our project experience and more support for our project managers so that they can apply the right technology and management to projects. Our service targets good industry practice and is reinforced by our culture of openness, teamwork and sharing of experience.

We are totally committed to the achievement of the Company's goals and all staff are encouraged to become actively involved in the implementation and operation of our management systems to ensure quality service and continual improvement. Personal attitudes are important and staff are encouraged to develop and maintain their co-operation and teamwork with a keen sensitivity to the continual improvement of our service.



## A Guide for our Clients

*At CE, we are dedicated to the principle of genuine client care. That means we aim to give our clients a service that is second to none in expertise, access and value. It also means that, in the unlikely event of something going wrong, we pride ourselves on being able to identify the problem quickly and put it right. These notes are intended to give you some information about the service we hope to provide for you and about how you can help us to do our best for you.*

### Office Hours

- Our normal office hours are 9.00am to 5.30pm Monday to Thursday and 9.00am to 4.15pm on Fridays (except on bank holidays and between Christmas Day and the New Year when the offices are closed).

### Our Promise to You

At the outset of the matter we will confirm in writing:

- our understanding of your instructions to us;
- any initial advice we have given;
- the approximate time the matter will take;
- what action we will be taking;
- what action we need you to take;
- the best information we can give as to the likely cost; and
- any further information we will need from you.

During the matter, we will:

- keep you informed of progress;
- advise you of any delays and explain the reasons;
- explain the effect of any important documents;
- respond promptly to any letters or telephone calls from you;
- inform you if a costs forecast needs revising;
- explain any changes of staff affecting your matter
- send you copies of important documents; and
- regularly update our advice and explain any changes.

At the end of the matter, we will:

- email confirming the conclusion of it;
- explain any continuing consequences;
- render our final invoice if appropriate as promptly as possible; and
- deliver to you any papers and property to which you are entitled subject to any right to retain them if our invoice has not been paid.



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### **How You Can Help Us**

- Make sure that you have told us exactly what you want us to do.
- Give us all the facts we need and supply promptly any documents that we request within the timescales specified.
- If you are engaging us on behalf of a company or organisation, make sure that the person who deals with us has the ability and authority to make decisions.
- Deal promptly with any important questions that arise.
- Tell us if you have any important time limits.
- Keep in regular touch – do not be afraid to ask for a progress update if you are worried about anything or do not hear from us when you expect.
- Help us to organise our working day. Unless it is urgent, email us rather than telephone and please make an appointment if you want to see someone rather than just calling in.
- Make time to prepare for meetings or telephone calls with us and ensure that you have all the necessary documentation to hand. In advance of a meeting, it would be helpful to inform us of the points you wish to discuss.
- Remember – especially in planning matters, both you and CE are often subject to strict time limits. If we cannot comply with such a time limit because you have failed to give us instructions or provide information or documents which we need, the project programme may slip or planning consent be delayed.

### **What to Do if you are Unsatisfied With our Service**

- Tell us if you feel you are not receiving the service you hoped for – initially the person dealing with the matter. We want to know if you are dissatisfied. We can try to put it right and will look into it promptly and thoroughly.
- If you are still not happy after that you can complain to one of the Directors, who will investigate it and contact you to talk about the problem. You should please put your complaint in writing, by email or letter (keeping a copy for yourself), explaining what action you want us to take. Afterwards, one of the Directors will write to you (by email or letter) confirming your complaint, their discussions with you and what we are doing about it.

### **Services Available**

- We offer a full range of transportation, hydrology and civil engineering services. We have a brochure that sets out details of all of them. Please do not hesitate to ask for a brochure at any time. This information is also available on our website [www.ColeEasdon.com](http://www.ColeEasdon.com).



## Environment Policy Statement

*CE's core purpose is to deliver quality sustainable solutions that create business advantages for our clients. We provide professional and technical advice through consultancy and design services in Civil Engineering; Infrastructure; Highways and Transportation; Hydrology and Drainage.*

### Legislation Compliance & Pollution Prevention

Through our experience and expertise, we aim to identify significant environmental problems while providing technical and managerial solutions. We are committed to identifying and improving environmental performance and preventing pollution. As a minimum we will comply with all relevant legislative requirements and, where they exist, appropriate industry guidance and voluntary agreements.

### Working with Clients

We will seek to encourage clients to adopt low-impact environmental solutions and we will be active in the promotion of discussions to further environmental debate and understanding.

### Our Operations

We will endeavour to use our offices as examples of good environmental practice, working within the constraints of our existing building stock.

### Using Energy Efficiently

CE is committed to:

- Reducing the environmental impact arising from energy consumption in our offices.
- Promoting the use of clean, energy efficient technologies in our designs.

### Reducing Transport Impacts

We will seek opportunities to reduce the need for travel in our own operations and when advising clients. We will encourage the use of public transport, car sharing and cycling for business and commuter travel.

### Managing Materials Use

We aim to minimise the use of natural resources in our office operations and projects by adopting the concepts of reduce, re-use and recycle:

- Seek opportunities to *reduce* significant material use;
- Encourage the *re-use* of materials; and
- Encourage the *recycling* of materials and use of recycled materials.

### Sound Environmental Management

This policy is supported by in-house environmental management, which will be reviewed and audited regularly with the aim to continually improve our performance, through the setting of appropriate objectives and targets.

### Communication & Endorsement

This policy is endorsed by the Directors who are responsible for its implementation together with staff who also have a responsibility for endeavouring to reduce the environmental impacts of their work.

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cec@ColeEasdon.com  
www.ColeEasdon.com

Incorporated in UK as Cole  
Easdon Consultants Limited  
No. 0202 7005





# Quotation Form

To  F.A.O	c/o 72 The Green Poulshot Devizes Wiltshire SN10 1RT Elizabeth Martin	Authorised for Issue: SSt Account Set Up: SSe
		Quote Ref: Q9631.001
Client Name	Bradensoke & Lyneham Parish Council	Date <sup>(1)</sup> : 11.12.23
Title	Church Park, Bradensoke, Wiltshire	Project Ref: 9631
Appraisal	(Services to be provided) As per our fee email dated 29 <sup>th</sup> November 2023: <div style="display: flex; justify-content: space-between;"> <div> <ul style="list-style-type: none"> <li>▪ Site Visit and initial advice</li> </ul> </div> <div>£750</div> </div>	
Exclusions	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input checked="" type="checkbox"/> Topographical Surveys  <input checked="" type="checkbox"/> External Documents  <input type="checkbox"/> Site Visit/Meetings  <input checked="" type="checkbox"/> Signal Data  <input checked="" type="checkbox"/> Principal Designer role<sup>(7)</sup> </div> <div style="width: 33%;"> <input checked="" type="checkbox"/> Traffic Surveys  <input checked="" type="checkbox"/> Utility Enquiry Fees  <input checked="" type="checkbox"/> Printing/Postage  <input checked="" type="checkbox"/> Mapping  <input checked="" type="checkbox"/> Speed Surveys         </div> <div style="width: 33%;"> <input checked="" type="checkbox"/> Accident Data  <input type="checkbox"/> Travel  <input type="checkbox"/> Other (specify):            As per our fee email dated 29.11.23            Where <input checked="" type="checkbox"/> = Item Excluded         </div> </div>	
Progr- amme	Upon receipt of instructions.	
Payment Details	<input type="checkbox"/> Staged Payments (specify): <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Monthly Time Charge	
Fee Proposal	<input checked="" type="checkbox"/> Fixed Fee <input type="checkbox"/> Budget Ceiling <input type="checkbox"/> Budget Estimate	£ 750.00 + VAT
<div style="display: flex; justify-content: space-between;"> <div>           Client Signature<sup>(2)</sup>: <i>Elizabeth Martin</i>            Name of Signatory: Elizabeth Martin         </div> <div>Date: 11 December 2023</div> </div>		

## Notes

- (1) This quotation is valid for 90 days from this date, after which we reserve the right to re-consider our fee proposal.
- (2) We request that this quote be signed/authorised by the person with responsibility for settling our eventual invoice and returned as formal confirmation of our appointment.
- (3) Payment is due within 14 days from receipt of Payment Request. We reserve the right to charge interest on late payments.
- (4) All fees to be paid in full regardless of agreed payment terms. Should any project be aborted by the client we will calculate the cost of fees chargeable based on the work carried out and expenses incurred up to the date when written notification is given to CEC.
- (5) Please ensure that you have read and agree to our terms and conditions before signing this form.
- (6) Professional indemnity insurance will be limited to £1,000,000 (one million pounds) for each and every claim or series of claims and in the aggregate (and £1,000,000 (one million pounds) in the aggregate in relation to claims arising out of pollution, contamination and asbestos).
- (7) Unless explicitly stated within our accompanying fee letter or email, CEC will not assume the role of Principal Designer under the CDM Regulations 2015. We respectfully remind you as client that you have a duty to appoint a Principal Designer (and other Duty Holders) under these Regulations.
- (8) BACS Payments should be made to HSBC Bank plc. Account No. 61159992. Sort Code 40-43-35. Email remittances to KMason@ColeEasdon.com.

**Certificate Of Completion**

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Status: Completed

Subject: From Stuart Starr at Cole Easdon - Complete with DocuSign: Q9631.001

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Administration Team

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Unit 2, York House

Envelopeld Stamping: Enabled

Edison Park, Dorcan Way

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Swindon, Wiltshire SN3 3RB

sseed@coleeasdon.com

IP Address: 81.150.110.215

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11-Dec-2023 | 14:54

sseed@coleeasdon.com

**Signer Events****Signature****Timestamp**

Elizabeth Martin

Parish.Clerk@lynehamandbradenstoke-pc.gov.uk

*Elizabeth Martin*

Sent: 11-Dec-2023 | 14:57

Viewed: 11-Dec-2023 | 16:44

Security Level: Email, Account Authentication  
(None)

Signed: 11-Dec-2023 | 16:45

Signature Adoption: Pre-selected Style

Using IP Address: 146.90.203.49

**Electronic Record and Signature Disclosure:**

Accepted: 11-Dec-2023 | 16:44

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Stuart Starr

SStarr@ColeEasdon.com

Security Level: Email, Account Authentication  
(None)**COPIED**

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**Electronic Record and Signature Disclosure:**

Accepted: 16-Feb-2022 | 13:38

ID: 3887ff9b-8991-4086-8d60-0b84bcaf4d34

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Envelope Sent

Hashed/Encrypted

11-Dec-2023 | 14:57

Certified Delivered

Security Checked

11-Dec-2023 | 16:44

Signing Complete

Security Checked

11-Dec-2023 | 16:45

Completed

Security Checked

11-Dec-2023 | 16:45

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cole Easdon Consultants Ltd (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Cole Easdon Consultants Ltd:**

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