



Terms and Conditions of Engagement

We agree to provide professional services on the following terms and conditions:

1. The work will be carried out by a member of staff under the supervision of the Managing Director of this firm and/or by the Managing Director of this firm, according to the Code of Professional Conduct of the Royal Town Planning Institute and/or other relevant statutory bodies for the work involved.
2. The company undertakes to pursue diligently the Client's objectives to the best of its ability within the constraints, facts and circumstances of the individual case. However, in respect of planning applications and planning appeals the Client agrees and accepts that success cannot be guaranteed because of the nature and uncertainties of planning procedure and legislation. In respect of architecture and/or structural engineering work the company undertakes to pursue diligently the Client's objectives to the best of its ability within the constraints, facts and circumstances of the individual case.
3. The company undertakes to supply the professional services on the basis of the identified programme which has been discussed and agreed with the Client. The Client undertakes to render all necessary assistance to the company by supplying upon request all necessary relevant information, documents, plans, material etc., in his/her possession within reasonable time. The company shall not be held responsible for any delay incurred in the project as a result of any delay in the supply of such information by the Client as aforesaid, or because of circumstances beyond its control.
4. The company undertakes to keep the Client regularly advised of the progress of the project at reasonable intervals, including in respect of the timescale for its likely completion. The company undertakes not to deviate from the agreed scope of our services without further authority from the Client.

Submission and payment of Accounts/ Invoices.

5. Accounts/ Invoices for professional fees will be rendered on the following basis:

Unless otherwise agreed the fee will be related to the cost of the time spent on the work which is necessary to implement and complete the services and/or as agreed with the terms and costs outlined on the quotation provided for your case.

6. Unless otherwise agreed a deposit of 25% of the total agreed fee will be requested upon formal instruction and prior to the undertaking of any work for your project which includes any measured surveys.

7. The frequency with which accounts/invoices will be rendered will vary according to the complexity and duration of the services being supplied. For shorter tasks, such as the preparation and submission of simpler planning applications, an account/invoice will only usually be issued prior to the submission of the application, once the relevant work is complete, and once a planning decision is issued. The specific requirements for your case have been outlined on the quotation provided for your case on the first page of this agreement.

For longer and more complex projects interim accounts will be submitted at suitable stages in the process. An account will in these circumstances be issued normally not later than at the end of every calendar month, or any such shorter period as may be agreed.

8. Accounts/Invoices should be settled by the Client including incidental charges, if any, within fourteen days from the date of issue. Failure to settle the account within this period by the Client entitles the company to add, at its discretion, interest to the outstanding amount at a rate of 5% on a fortnightly basis from the date that the account/invoice was due to be paid. Failure to settle the account by the due date will entitle the company to cease to act for or on behalf of the Client immediately, and will render all outstanding sums immediately due. Following this stage if all outstanding sums remain unpaid, disputes in relation to unpaid sums may be dealt with by the small claims court, and/or relevant level of the legal court system applicable to the amount due, which will include all Practical Planning Permissions legal, court and personnel fees.

9. The agreed fee/ agreed hourly rate shall cover the following:

- i) Technical work arising from the implementation of the instructions received from the Client;
- ii) Survey work and data processing;
- iii) Meetings with the Client, local authority representatives, other consultants or advisors associated with the work or relevant external organisations;
- iv) Site visits, and visits to the locality where necessary for the proper undertaking of the companies role;
- v) All necessary travelling time in connection with the work;
- vi) Research into the site history where necessary;
- vii) Examination and consideration of background history, documents, materials, development plan and other relevant policy documents;
- viii) Preparation and production of project plans, forms, drawings, documentation, etc.
- ix) Writing, editing, proof reading and correcting of reports, statements etc.
- x) General advice to Client;
- xi) All necessary incidental correspondence and telephone communication in connection with the work.

Larger Projects/ Projects Agreed on a Fixed Hourly Rate

10. For larger projects or for projects agreed on a fixed hourly rate (i.e. planning enforcement cases), where a fixed fee has not been applied but where an estimate has been given by the company of the anticipated costs of an exercise the Client recognises and agrees that this can only be an approximate estimate. By the nature of the planning system it is not entirely possible to give a precise forecast of the amount of time that an exercise will take if the case is to be pursued as diligently and as thoroughly as is necessary to achieve the desired outcome. However, the company undertakes to endeavour to work within any agreed budget and failing this to advise the Client as soon as it appears that the likely final costs will be greater than estimated. At this point the Client's instructions to proceed further will be sought.

11. Incidental expenses and expenditure such as postage, telephone calls and travelling, will be charged at cost. Exceptional individual items such as large travelling expenses, expensive survey material or planning reports, policy documents, Ordnance Survey maps etc., will be charged for separately and be itemised.

Additional Matters

12. Where any statutory fees are due to be paid to local authorities or other government body in respect of any applications, appeals, building control applications etc., such fees shall be the responsibility of the Client and the company shall have no liability whatsoever in respect of such fees. The necessary fees shall be rendered by the Client promptly upon request and shall be paid to the receiving authority via the company and/or by the client directly to the respective governing body.

13. Where it is required, and prior agreed between the company and the Client other specialist consultants (such as an engineer, noise consultant, tree surgeon, ecologist, landscape architect etc.) should be sub-instructed by or on behalf of the Client, the Client shall have full responsibility for the payment of any fees, costs, expenses or charges due to the sub-consultant for work carried out for or on behalf of the Client. We endeavour to only appoint third party consultants that are known and reputable; however we are ultimately not responsible for the performance of any appointed third party consultants.

14. Until all invoices rendered by the company to the Client have been paid in full, the copyright of any documents, forms, statements, maps, plans and other such material will remain vested in Practical Planning Permissions and no unauthorised use of such material may be made by the Client or any person purporting to be acting on his/her behalf.

15. No change to this Agreement will be valid unless it is in writing and signed by or on behalf of you and us. This agreement is governed by and construed in accordance with English law and the English Courts have exclusive jurisdiction.

The following section declares your signature confirms that you are happy to proceed with the terms outlined in this agreement and the fees and fee arrangement conveyed on the attached quotation.

Client's Signature: _____

Dated: _____