

# **Partners in Planning and Architecture: Terms and Conditions of Contract**

## **1. DEFINITIONS**

1.1 In these terms and conditions the following definitions apply:

“we” / “us” / “our” / “the Company”

Partners in Planning and Architecture Ltd. Registered Office: MHA MacIntyre Hudson 1 The Forum, Minerva Business Park, Lynchwood Peterborough, PE2 6FT

“you” / “your” / “client”

the person, company or organisation to whom the Company supplies professional services

## **2. GENERAL CONDITIONS**

- 2.1 All engagements accepted by the Company are subject to the following terms of engagement except where changes are expressly agreed in writing.
- 2.2 The contract is between the Company and you as principles and shall not be assignable by the client without the express written consent of the Company.
- 2.3 The Company may sub-contract the performance of the contract in whole or in part unless otherwise requested by the client prior to the making of a contract.
- 2.4 All fees and charges submitted by other specialists sub-contracted by prior agreement with the client shall be the responsibility of and payable by the client.
- 2.5 Every care will be taken when carrying out client instructions. No responsibility is accepted for errors or matters beyond our reasonable control.
- 2.6 The Company shall have claim on all the client's property in its possession for all sums due at any time from the client and shall be entitled to use sell or dispose of that property as agent for and at the expense of the client and apply the proceeds in and towards the payment of sums on 28 days' notice in writing to the client. Upon accounting to the client for any balance remaining after payment of any sums due to the Company and costs of sale or disposal the Company shall be discharged of any liability in respect of the client's property.

## **3. EXISTENCE OF CONTRACT**

- 3.1 No contract shall come into existence unless the client's order however given is accepted by the earliest of:
- acceptance in writing by the Company
  - performance by the Company of the service required by the client
  - an invoice issued by the Company
- 3.2 These conditions shall be incorporated into the contract to the exclusion of any terms or conditions stipulated or referred by the client.
- 3.3 No variations or amendments of this contract shall be binding upon the Company unless confirmed by the Company in writing.

#### **4. FEES**

- 4.1 Our fees are calculated on the basis of the time spent on your affairs by the principals and staff, and on the level of skill and responsibility involved. See '*PROFESSIONAL FEE AND DISBURSEMENT CHARGES*' below for a breakdown of hourly rates, disbursements, etc, and exclude VAT).
- 4.2 Fees shall at times be charged at a fixed price as notified by the Company to the client for which a client's order shall only be accepted when given in writing.
- 4.3 The following examples costs that may be added to fee accounts as disbursements:
- photocopying and the printing of plans
  - photography
  - Ordnance Survey maps
  - publications (local plans/development plan documents)
  - telephone calls
  - pre-application fees charged by a local authority
  - postal and delivery charges
  - mileage and other travel expenses reasonably incurred.
- 4.4 All reports, written advices, plans, other documentation and goods supplied shall remain the property of the Company until payment for all services, documents and goods has been received by the Company.
- 4.5 Invoices will be submitted on a monthly basis or as otherwise agreed with you and must be paid in full within 14 days of the date of each invoice. We reserve the right to charge interest on any amounts owing at 5% above the Bank of England base rate. We reserve the right to suspend work on projects where accounts are outstanding after 42 days, other than by prior agreement.
- 4.6 If it is necessary to carry out additional work outside of the agreed brief, then this work will involve additional fees. We will provide an estimate of such fees before commencing additional work, where feasible.
- 4.7 In the case of a planning appeal, fees must be paid by the client before the submission date of the appeal.
- 4.8 Any delay in receiving information, changes in your instruction or any matter outside our control, including but not limited to those resulting from key stakeholders, which leads to additional work may result in an additional fee.

#### **5. TERMINATING THE CONTRACT**

- 5.1 You may terminate the Contract (either in whole or in part) at any time by giving us at least 24 hours' prior written notice.
- 5.2 We may suspend any Services or terminate the Contract (in whole or in part) immediately by providing you with written notice if:
- 5.2.1 you fail to pay any amount owed to us by the due date for payment;
- 5.2.2 you commit a serious breach of this Contract and (if it can be remedied) you fail to remedy that breach within 7 days of receiving a written request from us to do so;
- 5.2.3 any step is taken in relation to your bankruptcy (or any event occurs which has a similar effect in any other jurisdiction), or we reasonably believe that you are or will imminently become unable to pay your debts as they fall due;
- 5.2.4 by continuing to perform the Contract there would be a conflict of interest; or
- 5.2.5 we consider, in our reasonable opinion, that there has been a serious breakdown of confidence or relations between you and us.

5.3 On termination of the Contract:

5.3.1 you must pay to us all of our outstanding unpaid invoices and interest;

5.3.2 we will refund any money that you have paid in advance for Services not provided;

5.3.3 if you terminate the Contract after we have started the Services, you must pay us a reasonable sum for our work carried out and costs and expenses incurred in the performance of Services up until the time you terminate the Contract; and

5.3.4 clauses expressly or by implication surviving termination continue in full force and effect.

## **6. ARBITRATION**

6.1 Should a client dispute any charge made by the Company in respect of work carried out then that dispute shall be determined by an arbitrator of the Institute of Arbitrators.

## **7. LIABILITY**

7.1 Nothing in these Terms shall limit or exclude the Company liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b. fraud or fraudulent misrepresentation; or
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to the above, the Company shall under no circumstances whatever be liable to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and The Company's total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the maximum aggregate liability of £2,000,000 (two million pounds).

7.3 The Company maintains professional indemnity insurance in the sum of £2,000,000 (two million pounds) for each claim or series of claims arising out of any circumstance.

7.4 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or Common law are, to the fullest extent permitted by law, excluded from the contract.

## **8. FORCE MAJEURE**

8.1 The Company shall not be liable for any failure in performance of any of its obligations under the contract caused by factors outside its control.

## **9. LAW & CONSTRUCTION**

9.1 The contract shall be governed by English law and the client consents to the exclusive jurisdiction of the English courts in all matters regarding the contract.

9.2 The headings of conditions are by way of reference only and shall not affect their interpretation.

## **10.0 VARIATION & REPRESENTATION**

- 10.1 The contract between the Company and the client is contained exclusively in this form and no servant or agent of the Company has any authority to add vary or contradict these Conditions of Contract whether orally or in writing and the Company shall not be liable for any representation which any servant or agent shall purport to give on its behalf.

## **11.0 COPYRIGHT**

- 11.1 Copyright in all intellectual property, documents and drawings prepared by the Company and in any works executed from those documents and drawings shall remain with the Company.
- 11.2 The licensing of any intellectual property, documents and drawings prepared will be at the Company's discretion and subject to payment of a usage fee. Copyright protects original artistic works, which will include architectural drawings and reports.

## **12.0 PRIVACY POLICY**

- 12.1 This privacy policy sets out how the Company's uses and protects any information that you give us.
- 12.2 We may collect the following information from you:
- name
  - contact information including email address, postal address and telephone number(s)
- 12.3 With the information we gather we do the following:
- Internal record keeping
  - From time to time, we may also use your information to contact you personally. We may contact you by email, phone, fax or mail.
  - To complete forms or similar required as part of the planning and building regulation process, amongst other similar processes
- 12.4 We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect.

## PROFESSIONAL FEE AND DISBURSEMENT CHARGES

Normally, our charges are calculated based on the time spent on a project, calculated to the nearest 15 minutes. Occasionally, we are prepared to quote on a fixed price basis. Our rates are reviewed annually, and any changes are brought into effect from 1<sup>st</sup> January. All fee and cost detailed below exclude VAT.

Director	£140.00/hr
Principal Planning Consultant	£120.00/hr
Senior Planning Consultant	£95.00/hr
Senior Architectural Consultant	£95.00/hr
Planning Consultant	£85.00/hr
Architectural Consultant	£85.00/hr
Junior Planning Consultant	£65.00/hr
Junior Architectural Consultant	£65.00/hr

## DISBURSEMENTS

The following costs are normally added to fee accounts as disbursements.

Copying:	First 100 A4 sheets A4 copies thereafter Colour copying Sub-contracted copying	5p per sheet 4p per sheet £1 a sheet at cost to the Company, plus administrative charge for delivery and collection
Reports:	First copy of planning/building application Thereafter; additional copies of application document	Free of charge  recharge at cost to the company
Postage:	all postage	50p per page
Telephone:	calls of no more than 5 minutes duration  Telephone calls to mobile phones	recharge at cost to the company  will be charged at 50p per minute plus the hourly rate
Plans:	copying and printing of plans	recharge at cost to the company
Documents:	purchase of documents	recharge at cost to the company
Photography:	film and developing	at cost to Company plus administrative charge for delivery and collection
Courier:	courier charges or other special delivery charges	recharge at cost to the company
Car mileage:		65p per mile
Travel:	train, taxi and air fares	at cost to the Company
Room & subsistence:	where an overnight stay is necessary or effective	at cost to the Company

