

ROBINSON ESCOTT PLANNING
Chartered Town Planners
Planning & Development Consultants

Terms and Conditions of Engagement

1. We agree to provide professional services on the following terms and conditions
2. The work will be carried out by this Practice under the supervision of a Chartered Town Planner (hereinafter called “the Consultant”) of this firm, according to the Code of Professional Conduct of the Royal Town Planning Institute.
3. The Consultant will not, until the engagement has been completed and terminated, undertake work for or on behalf of any other Client if, by so doing, it would seem reasonably possible that the interests of the Client would be prejudiced, or the Consultant’s ability to act wholly in the interests of the Client would be in any way impaired.
4. The Consultant undertakes to pursue diligently the Client’s objectives to the best of his ability within the constraints imposed by the facts and circumstances of the case. However, the Client agrees and accepts that success cannot be guaranteed because of the nature and uncertainties of planning procedure and legislation.
5. The Consultant 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 Consultant by supplying upon request all necessary relevant information, documents, plans, material etc., in his/her possession within reasonable time. The Consultant shall not be held to be 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 his control.
6. The Consultant 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. He likewise undertakes not to deviate from the agreed scope of his services without further authority from the Client.

Submission and payment of accounts

7. Accounts 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.

8. The frequency with which accounts 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 a simple planning application, an account will only usually be submitted following the submission of the application and once a decision is issued. 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 three month period, or any such shorter period as may be agreed.

9. Accounts should be settled by the Client including VAT and 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 Consultant to add, at his discretion, interest to the outstanding amount at a rate of 8% over the Lloyds Bank base rate from time to time from the date that the invoice was due to be paid, calculated on a monthly basis. Failure to settle the account by the due date will entitle the Consultant to cease to act for or on behalf of the Client immediately, and will render all outstanding sums immediately due.

10. The 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 Consultant's 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.

Any quotation given is exclusive of VAT and disbursements and expenses. The Consultant reserves the right to increase the agreed hourly rate in accordance with changes in the R.P.I. plus 2% annually.

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.

11. Where an estimate has been given by the Consultant 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 necessarily impossible 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 Consultant 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 significantly greater than estimated. At this point the Client's instructions to proceed further will be sought.

Additional Matters

12. Where any statutory fees are due to be paid to local authorities or the Department of the Environment in respect of any applications, appeals, etc., such fees shall be the responsibility of the Client and the Consultant 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 Consultant.
13. Where it has been agreed between the Consultant and the Client that another consultant or consultants (such as an architect, engineer, noise consultant, traffic expert or landscape architect) 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.

14. Until all invoices rendered by the Consultant 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 Robinson Escott Planning and no unauthorised use of such material may be made by the Client or any person purporting to be acting on his/her behalf.