

Terms and Conditions of Appointment

1. DEFINITIONS

1.1. The following defined words have the following meanings in this Agreement:

“Agreement”	Means the Consultant’s Letter enclosing these Terms and Conditions of Appointment and any subsequently agreed variations to the “Agreement”.
“Client”	Means either the person, organisation or company to whom/which, the Letter is addressed and for whom/which the Services are being carried out.
“Consultant”	Means Parker Dann Limited.
“Fees”	Means the remuneration to be paid by the Client to the Consultant as set out in the Letter.
“In writing”	Means any communication sent by post or by email.
“Letter”	Means the letter and any appendices and/or attachments thereto issued to the Client by the Consultant to which these Terms and Conditions of Appointment are attached.
“Services”	Means the services to be provided for the Client and which the Consultant identifies in the Letter.
“Terms and Conditions of Appointment”	Means this document which is referred to in the Letter.

1.2 Headings are explanatory and do not form part of the Conditions.

2.0 FEES

2.1 The Consultant’s fees are normally based on the time expended carrying out the work and the experience and seniority of the staff concerned.

2.2 If a Client requires planning advice which may or may not lead to ongoing work, an initial consultation fee will normally be charged. The Consultant also reserves the right to charge an introductory fee to the Client for introducing the Client to a development site.

2.3 After any initial consultation fee, a fee proposal is normally provided prior to instructions being obtained. This is not a quotation and circumstance may dictate that the estimate is exceeded. The Consultant will endeavour to keep the Client informed of any substantial increase that exceeds the estimate to obtain their agreement. The Consultant cannot always guarantee to do so.

2.4 Fee proposals are valid for 30 days. Where a Client wishes to instruct us to complete work for which the Fee Proposal is greater than 30 days old, the Consultant will review the Fee Proposal and the Client must confirm acceptance of any new Fee Proposal before work can commence.

2.5 In addition to the Consultant’s professional fees, an Administration Charge equal to 5% of the fees on any invoice will be charged. This fee covers the costs such as administrative staff, relevant training, photocopying, binding, telephone calls, postage and creating and maintaining appropriate document storage. The Consultant may also have to charge for essential expenses which are necessarily incurred in carrying out the work. These include travel (train fares or car mileage), subsistence, plans, and documents/) Whilst Disbursements are exclusive of VAT, Consultant’s professional fees, the administration charge and any other essential expenses will be subject to VAT at the current rate.

2.6 In some cases the Consultant reserves the right to obtain the appropriate sum of money from the Client directly. Examples are barrister’s fees when the Consultant instruct them directly (see item 6.0) or planning application and pre-application consultation fees payable to the local planning authority.

2.7 Interim invoices will normally be submitted on a monthly or bi-monthly basis as work proceeds to secure regular/phased payments. If the Client wishes to suggest an alternative basis for payment this must be agreed in writing prior to commencement of work.

3.0 PAYMENT

3.1 The Consultant shall require payment within 14 days net of the date that invoices are forwarded to the Client.

3.2 Any queries concerning an invoice should be raised within 7 days from its receipt. After this period it will be assumed that the invoice is acceptable and it should be paid accordingly.

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- 3.3 If payment is not received within the specified period the Consultant reserves the right to:-
- i) Cease work until the outstanding amount has been paid and take action as necessary to protect the Consultant's interests;
 - ii) Charge interest on any amount owing after the specified period at a rate similar to Bank of England Base Rate;
 - iii) Recover on a full indemnity basis any costs incurred by the Consultant in collecting the overdue amount;
 - iv) Retain all documents in the Consultant's possession relating to the Client's affairs until the outstanding amount is paid in full; and
 - v) Take legal action to recover the outstanding amount.
- 3.4 In the case of Public Inquiries the Consultant may require payment of at least three quarters of the total estimated costs prior to the date of the Inquiry. If payment is not received the Consultant reserves the right not to proceed with the appeal without further notice. Late withdrawals of appeals can result in a successful claim of costs by the local planning authority against the applicant.

4.0 LATE PAYMENT

- 4.1 If within 60 days payment is not received the invoice will be passed to the Consultant's Debt Collector as a matter of course.
- 4.2 If for any reason the Client considers he/she cannot settle the account within this period the Consultant must be notified in writing beforehand.

5.0 COMMUNITY INFRASTRUCTURE LEVY

- 5.1 Notwithstanding the validation requirements for a planning application submission, unless specifically instructed in writing by the Client, the Client will take all responsibility for compliance with the relevant local planning authority's requirements for their project concerning the Community Infrastructure Levy.

6.0 BARRISTERS

- 6.1 If the client needs to seek direct access to a Planning Barrister the barrister's fees will be payable directly to the barrister in question.

7.0 OTHER PROFESSIONAL ADVICE

- 7.1 The Consultant may need to enlist the service of other professional experts such as Highway Engineers, Architects and Solicitors. The Consultant will normally lead the professional team but require its members to make their own business/contractual arrangements directly with the Client. These costs will normally be in addition to the Consultant's fees and payable directly to the third party from the Client.

8.0 PROFESSIONAL INDEMNITY INSURANCE

- 8.1 The Consultant shall use reasonable endeavours to maintain professional indemnity insurance in an amount not less than £5,000,000 for any one occurrence or series of occurrences arising out of one event for the period of six years from the effective date of this Agreement provided always that such insurance is available to the Consultant at commercially reasonable rates and on commercially reasonable terms.

9.0 COMPLAINTS

- 9.1 If a Client is dissatisfied with the services they have received they should address the complaint in writing as soon as possible to Mr Chris Wojtulewski who will try to answer it in full. If the client is dissatisfied with whatever action is taken by the Consultant to remedy the complaint the Client can refer it to the Royal Town Planning Institute Conduct and Discipline Panel.

10.0 DATA

- 10.1 Client data will be used for the services for which the Consultant is instructed by the client and no other purpose. You have the right to complain to the Information Commissioner's Office if you have a problem with the way the Consultant is handling the data. Chris Wojtulewski and Mark Best, as Directors of Parker Dann, are jointly responsible for the Consultant's data management and protection.

11.0 STORAGE OF FILES

- 11.1 The Consultant has only limited space available to store complete files and related papers. It is therefore normal practice to retain complete files, plans and digital data for five years from the date on which the matter was concluded. The Consultant reserves the right to destroy correspondence, plans, consents and associated papers after that period without further reference to the Client. The

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Consultant may choose to retain certain complete files for longer than this period.

12.0 SERVICE DURING PERIODS OF CONSULTANT ANNUAL LEAVE

12.1 Parker Dann is a relatively small company. We value our Clients and our consultants equally, and our employees' well-being is important. Planning can be a complicated subject and whilst our planning consultants are experts in their fields, they may also have individual specialist expertise which differs from that of another planning consultant. This may therefore mean that during periods of consultant absence due to short term sickness or annual leave, it may not always be possible – or appropriate - for another planning consultant to 'pick up' another planning consultant's work. However in the event of a planning consultant taking unprecedented leave for an unknown period of time, the Directors will ensure that all Client cases are redistributed to suitably qualified planning consultants.

13.0 DECLARATION

13.1 The client must confirm acceptance of these Terms and Conditions of Appointment by completing the section below and returning this together with any required retainer fee. Please keep a copy of these Terms and Conditions for your future reference.

Signed.....

Print Name.....

Date.....

Telephone.....

Contact Address.....

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Email.....

PRIVATE CLIENT or BUSINESS ENTITY?

Please indicate below if you are a:

Private client YES / NO

Business Entity YES / NO

Business Entity billing details

If you wish us to invoice a business entity, please provide the relevant information below:

Name of Business to invoice:

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Company number (if applicable)

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Address for invoices:

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Contact name for invoices / account queries:

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Contact telephone for invoices / accounts:

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Contact email address for invoices / accounts:

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