

The PLANNING Station - Town & Country Planning Consultancy

7 Front Street, Shotley Bridge, Co. Durham, DH8 0HH

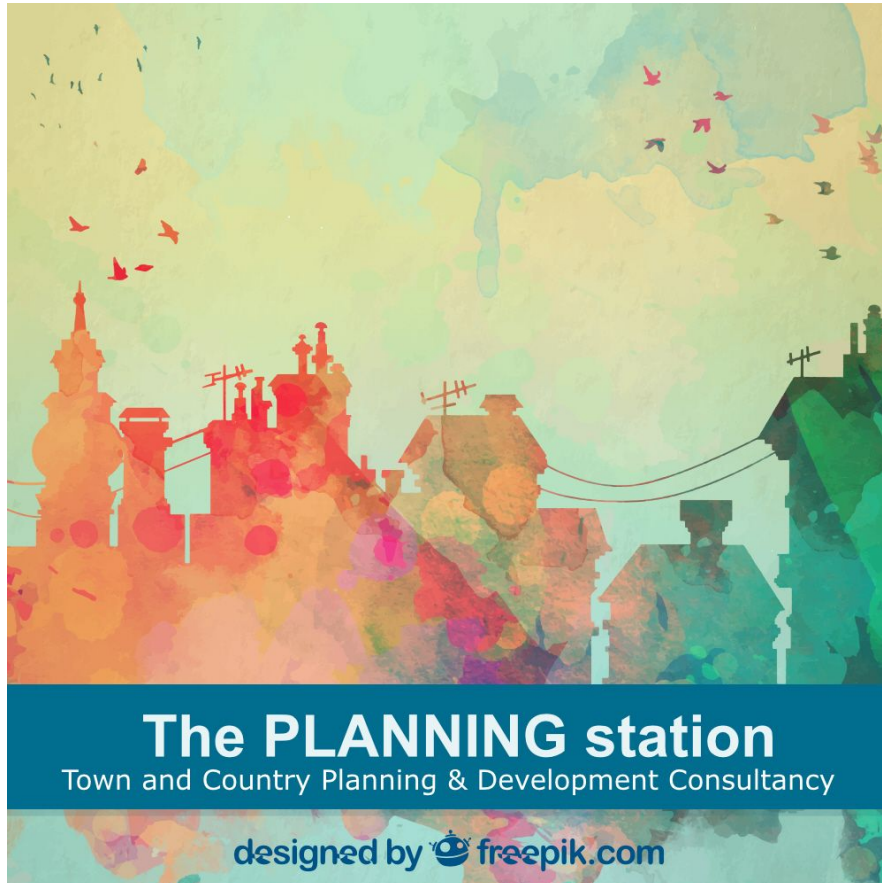
3 The Hazelmeres, Hazel Drive, Walton Chesterfield, S40 3FE

m | 07869507002

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s | theplanningstation



Standard terms of business

My terms of business attempt to clarify the relationship between the PLANNING station and you. As a member of the RTPI I am required by their code of professional conduct to 'ensure our terms of engagement' have been given and confirmed in writing to you and we are satisfied that these terms have been accepted.

In addition should the PLANNING station undertake work or incur fees or expenses additional to those previously agreed we shall notify you in writing and be satisfied that the necessary instructions have been received. All engagements accepted by the PLANNING station are subject to the following terms of business except where changes are expressly agreed in writing.

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1. General Conditions

1.1 We will observe the byelaws, regulations and ethical guidelines of the Royal Town Planning Institute and accept instructions to act for you on the basis that we will in accordance with those guidelines. Copies of the RTPI's Code of Professional Conduct are available from the RTPI's website www.rtpi.org.uk

1.2 All fees and charges submitted by other specialists sub-contracted by prior agreement with you shall be the responsibility of and payable by you.

1.3 All local authority fees including application fees shall be the responsibility of and payable by you.

1.4 No responsibility is accepted for unavoidable errors or omissions, or matters beyond our control. 1.5 The practice shall not sub-contract any part of the commission without first receiving approval in writing from you with a clear understanding of responsibilities.

2. Fees

2.1 Our fees are calculated on the basis of the time spent on your affairs and normally include: time-based fees are those which remunerate the PLANNING station for the time spent, expressed in terms of agreed rates per hour, day, week or month reimbursable expenses are those that are directly and necessarily incurred by the PLANNING station on the assignment and reimbursable either at cost or with a mark-up, management charge or handling fee.

2.2 On assignments where we are working away from home or office, a daily allowance for living expenses, often termed a subsistence allowance or per diem, may form a third element, or it may be included as part of the reimbursable expenses.

2.3 Time spent on your affairs is usually interpreted to include time spent on: technical work as defined in the contract or agreement with you surveys or data processing meetings with you, with other consultants or advisers associated with the work, and with external organisations site visits travelling in connection with the work preparation and production of outputs and deliverables, such as reports, plans and drawings writing, editing, proofreading and correcting reports community involvement and consultation procedures presentations of findings follow-up work as agreed with you.

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2.4 Reimbursable expenses are usually interpreted to include expenses relating to: travel and transportation equipment, materials or supplies purchased, leased or rented specifically in connection with the work the costs of support services bought in from outside, such as project-related laboratory testing, surveys, field facilities, remote sensing, translation bureau, services, legal work, and so forth communications, computing and data transfer, phone, fax and internet connections, courier services printing and production, including photocopying, scanning and conversion, and presentation of project material in video, CD-ROM or other forms documentation, covering the purchase of any necessary documents which may not be supplied by the client, including maps, copies of legislation, technical, journals and standards other specific costs: a category available for miscellaneous direct expenses not falling under any of the above items.

3. Payment

3.1 Invoices will be submitted on completion of the work, a monthly basis or at interim stages and must be paid in full within 14 days of the date of each invoice.

3.2 Payment can be made either by cheque made payable to 'The Planning Station' or by BACS transfer (account details will be provided)

3.3 The PLANNING station reserves the right to charge interest on any amounts owing at 8% above the Bank of England base rate in accordance with the Late Payment of

Commercial Debts (Interest) Act 1998. We reserve the right to suspend work on projects where accounts are outstanding after 28 days, other than by prior agreement.

3.4 If it is necessary to carry out additional work outside of the agreed brief then this work will involve additional fees.

3.5 In the case of appeals, any fees must be paid by the client before the submission date of the appeal.

3.6 Any delay in receiving information, changes in your instruction or any matter outside our control that leads to additional work may result in an additional fee. 4. Limitation of liability.

4.1 We will endeavour to provide professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or a failure of you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or relevant authorities.

4.2 We will pursue your objectives to the best of our ability but because of the subjective nature of local planning authority considerations and the uncertainties in planning law we cannot guarantee success.

5. Law

5.1 This contract is subject to England and Wales law.

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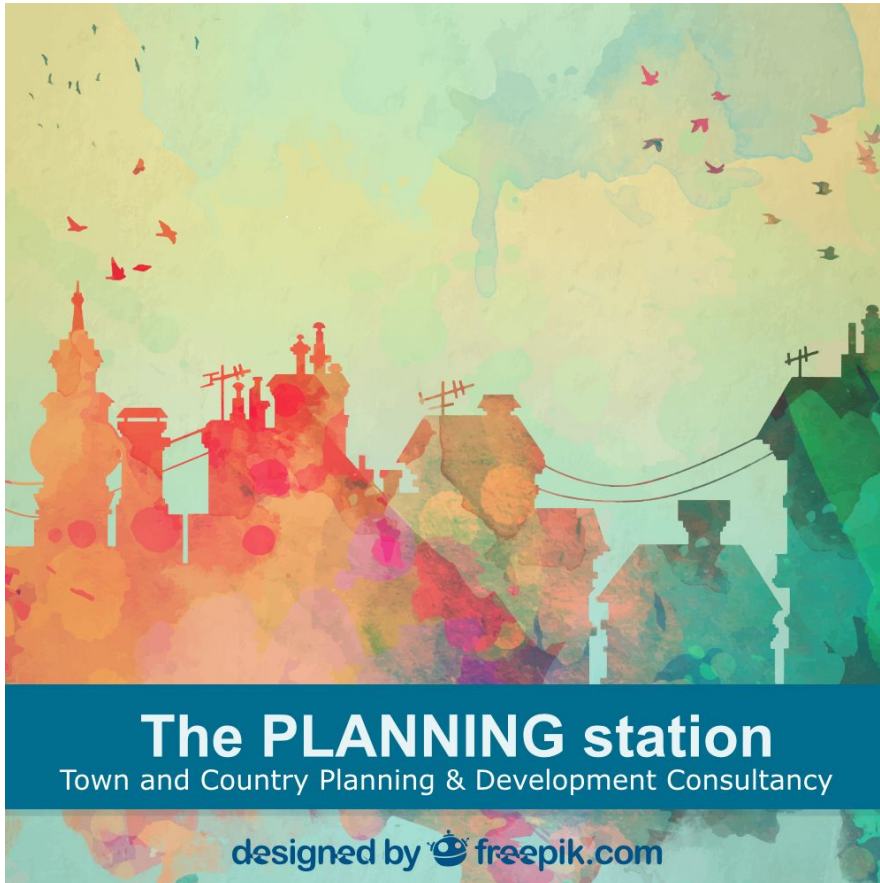
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RTPI

mediation of space · making of place



**Institute of
Leadership &
Management**

