TERMS & CONDITIONS OF ENGAGEMENT

Project address:

Client:  
Job No:  

Date:  
Services:  

1. **Brief description of service**
   1.1 In accordance with the accompanying fee proposal dated

1.2 The following standard terms and conditions of engagement apply to all work carried out by Boyer Planning Limited unless specifically amended in writing prior to the commencement of work.

1.3 These terms and conditions of engagement should be read in conjunction with Boyer Planning Limited’s fee proposal. In the event of any conflict, these terms and conditions of engagement shall prevail.

2. **Consultant**
   2.1 The definition should be Boyer Planning Limited who are providing the services stated above.

**Client**

2.2 The definition is the person, authority, agency, company or other body named above who instruct Boyer Planning Limited to carry out the services. This agreement is between Boyer Planning Limited and the client. In the case of more than one client, this agreement means each of the named parties listed, who together shall be represented in all matters by the “instructing client”.

2.3 The instructing client means the first named party in the definition of the client.

3. **Client obligations**
   3.1 The client shall inform Boyer Planning if any other town planning consultancy has previously been engaged or is currently engaged on the project prior to appointment and, if so, provide Boyer Planning with the details to ensure compliance with the requirements of the RTPI.

3.2 The client shall provide Boyer Planning with any information reasonably and necessarily required for the performance of the service, such information should be provided free of charge. The client shall be responsible for the accuracy and completeness of such information provided to Boyer Planning.
4. **Consultants obligations**

4.1 Boyer Planning and its consultants will make every effort to meet the programme for the work but cannot accept any responsibility for delays or consequential costs however caused outside of their control.

4.2 For the avoidance of doubt, Boyer Planning Limited shall be responsible for performing the service obligations under this agreement. Any other services carried out for the client by third party consultants shall be deemed to be a separate appointment within the entity of these terms and the client should hold separately liable agreements for these services.

4.3 Boyer Planning Limited will carry out the service and obligations under this agreement with reasonable skill and care. The services provided are set on the first page of this agreement, with the scope of work set out in the accompanying fee letter.

4.4 The services may only be amended by written agreement between Boyer Planning Limited and the client. Unless otherwise agreed in writing, any additional services, variations or changes in instructions shall be subject to this agreement.

4.5 The instructing client will nominate one individual who has full authority to act as its company representative. Unless confirmed otherwise by the client in writing, this shall be the person to whom Boyer Planning Limited addressed its fee letter. Boyer Planning Limited shall be entitled to rely on any instruction of the representative as an instruction of the client/client company.

4.6 The client will be responsible for appointing other consultants necessary for the proper progress of the project and to enable Boyer Planning Limited to perform the service.

5. **The fee**

5.1 The fee shall be the sum set out in Boyer Planning Limited’s fee proposal accompanying this agreement. Where no fixed fee is agreed, remuneration for the services, any additional services, variations or changes of instructions shall be on a time spent basis plus expenses and VAT at the prevailing rate.

5.2 Staged invoices will be rendered monthly, unless otherwise agreed in writing, for fees on a lump sum or time charge basis as agreed. Payment will be due within 30 calendar days of receipt of the invoice.

5.3 The company reserves the right to require a deposit payment from the client. The deposit must be paid prior to the company undertaking any work on the project. The company reserves the right to take up a credit reference prior to acceptance of any new instructions. By agreeing to these terms you agree to a credit reference being completed.

5.4 In the case of more than one client, or where the fee is to be allocated between clients, the instructing client shall be responsible for procuring payment of all fees and any sums due under this agreement, but each client shall remain jointly and severally liable for the payment in total. Non-payment by any client of any sum due to Boyer Planning Limited will be deemed to be a breach of this agreement.
5.5 The consultant's fee excludes the following: planning application, building regulation application, local authority and survey fees. Such fees and costs shall be paid directly by the client to the local authority or consultant concerned. Where a fee stage is related to a local authority decision this is deemed to be the point of committee resolution rather than the issue of a decision notice in circumstances where other procedures required to be concluded prior to the issue of the decision notice. The client acknowledges that, by its very nature, the planning decision process itself is beyond the consultant's control and no guarantee can be given that any permission will be granted, or a decision made within a given timescale.

5.6 Unless otherwise stated, the fee excludes all reimbursable costs and expenses reasonably incurred in the course of providing the service in respect of travel, accommodation, subsistence, printing and other necessary expenses which will be charged in addition to the fees. Exceptional items of expenditure will be agreed prior to expenditure with the client and Boyer Planning Limited reserves the right to require payment in advance for such items.

5.7 The fee excludes any costs associated with copyright or licence fees. The client shall be responsible for paying all fees in respect of copyright, approval licence and obtaining all other necessary permissions for all copyright materials prior to use by Boyer Planning Limited.

5.8 Boyer Planning Limited reserves the right to charge interest after 30 calendar days from the date of invoice at a rate of 1.5% of the invoice total per month. If any sums due to the company under this agreement have not been paid in full after 60 calendar days from the date of invoice, and no effective notice has been given by the client, then without prejudice to any other rights of Boyer Planning Limited, it may suspend performance of any or all of its services or obligations under this agreement by written notice to the client stating the ground or grounds on which it is intended to suspend performance, and in the case of suspension of a part of the service, specifying the part to be suspended. Such suspension shall commence 7 calendar days after the date of issue of such notice. Work would recommence upon receipt of payment.

5.9 All work remains the copyright of Boyer Planning Limited and should not be reproduced without the prior permission of Boyer Planning Limited.

5.10 Should Boyer Planning’s appointment be terminated before completion of the work, fees and expenses will be charged accordingly to the amount of work undertaken up to the point that the appointment was terminated.

5.11 Boyer Planning Limited will not be held liable for any consequential delay or costs arising where work ceases due to non-payment of outstanding accounts.

5.12 All fees and other charges will be paid in pounds Sterling unless otherwise agreed. Where payment is agreed in another currency, fees will be calculated in pounds Sterling and invoiced at the National Westminster Bank Plc exchange rate prevailing at the date of invoice. All charges and expenses incurred in other currencies shall be reimbursed in pounds Sterling and the exchange rate prevailing on the date incurred.
6. **Third party consultant**

6.1 The client shall be responsible for the appointment of any third party services required to complete the work. Where Boyer Planning Limited arrange for quotations for third party services, this is on behalf of the client. Where the client confirms instructions to Boyer Planning Limited, this will be taken as a direct instruction of the third party.

6.2 The written agreement of the client will be required where exceptional costs are to be incurred by the company.

6.3 Acting upon the client’s instruction, the consultant will instruct Counsel. However, Boyer Planning Limited will require written confirmation that the client accepts responsibility for payment of Counsel’s fees, and that depending upon the quantum of these, payments in advance or on account will be required.

6.4 If the client requests Boyer Planning Limited to invoice a third party then any agreement by Boyer Planning Limited or the rendering of invoices to a third party shall not constitute novation or assignment of this agreement. The client shall remain liable for the payment of all sums until payment is received, in full, from the third party.

7. **Legislation and standards**

7.1 Boyer Planning Limited does not accept responsibility for the design undertaken by the architect appointed to the scheme.

7.2 The client acknowledges that it may have obligations and responsibilities under legislation relating to the property transactions and the building and construction industries. Boyer Planning Limited strongly recommends the client obtains appropriate advice from a suitably experienced consultant before proceeding with any development.

7.3 The client also acknowledges that Boyer Planning Limited has drawn attention to duties imposed on the General Data Protection Regulation (GDPR), the Copyright, Designs and Patents Act 1988 and other amendments. The consultant adheres to the principals of the Bribery Act 2010 with a commitment to carry out its business fairly, honestly, and openly in the performance of its services.

7.4 As a member of the design team, Boyer Planning Limited has responsibilities under the Construction (Design and Management) Regulations 2015 to eliminate hazards and risks during design and provide information about residual risks. These responsibilities do not include the duties of a Principal Designer. The Client also has responsibilities under the CDM Regulations, which include notification of projects, if applicable, the appointment of a Principal Designer and other duty holders and providing information for any health and safety file. The Client confirms they have understood their requirements by instructing work to commence.
8. **Accuracy of drawings & documents**

8.1 Planning applications are normally required to be supported with drawings showing designs, layouts or illustrations of the development. These drawings are intended to serve as a guide to the broad nature, density and composition of development and should not be regarded as definitive. Where drawings are prepared by a third party, Boyer Planning Limited will not accept responsibility for the accuracy of drawings.

8.2 In the event that planning permission is granted, Boyer Planning Limited shall have no responsibility for the ongoing implementation or non-implementation of the planning permission (including but limited to clearance of conditions or other matters requiring resolution, for example Section 106 planning obligations) unless agreed in writing.

9. **Copyright**

9.1 Copyright and any other intellectual property rights in all documents and other media prepared by or on behalf of Boyer Planning Limited and in work executed from the document shall remain with Boyer Planning Limited. Subject to Boyer Planning Limited receiving full payment of all fees and charges properly due under this agreement, the client shall have a licence to copy and use the documents for any purpose relating to the project but not to reproduce the intellectual property on a separate project.

10. **Assignment**

10.1 Neither the client nor consultant may assign this agreement of sub-contract their obligations without the written consent of the others.

11. **Suspension and termination**

11.1 This agreement may be terminated by either party on the expiry of 14 (Fourteen) days’ notice in writing. Termination or suspension by the client shall be subject to the payment of outstanding fees, expenses and reimbursable costs.

11.2 Boyer Planning Limited shall give immediate notice in writing to the client of any circumstances arising from Force Majeure which makes it impractical for Boyer Planning Limited to carry out any of the services and Boyer Planning Limited shall seek to agree an appropriate course of action with the client.

11.3 Termination of this agreement shall be without prejudice to the accrued rights and remedies of either party.
12. Limitation

12.1 The client hereby acknowledges that it may have obligations and liabilities to third parties in respect of the project and in particular, in respect of how the project is developed and valued. Boyer Planning Limited is only liable for the agreed services provided and Boyer Planning Limited has no obligational liability to the client in respect of any claims made by any third party arising out of incidental to the performance of the service.

12.2 Where there is more than one client, in the event of a difference or dispute, all the clients agree that the instructed client will act as the intermediary for all communications. Any claim or proceedings which for the purposes of agreement shall be deemed to include any form of alternative dispute resolution should be only be brought by the instructing client and all clients shall remain jointly and severally liable for any settlement or judgement in Boyer Planning Limited’s favour.

12.3 The duplicate of the accompanying letter of engagement should be signed by the instructing client and returned within one week to Boyer Planning Limited as acceptance of the fee proposal and this agreement, retaining the original for the client’s records along with these terms and conditions of engagement. In the event that this contract and the letter of engagement remains unsigned and work progresses on the project, whether by verbal instruction and/or instruction by email, then the contract letter shall be deemed to have been signed and the details of the contract and the terms and conditions attached thereto shall be both binding and enforceable.

Signed on behalf of

Print name: 

Signature: 

Date: 

Signed on behalf of Boyer Planning:

Print name: 

Signature: 

Date:
## SCHEDULE OF EXPENSE CHARGES

*(August 2015)*

### Printing / Copying

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### External Printing / Copying

Recharged at cost plus 20%

### Amendments to Terms & Conditions

£25.00

### Internal Binding

50p per wire binding  
50p per front cover  
50p per back cover

### Dividers

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### Plastic pocket / Expanding pocket

50p / 75p

### Folders

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### CD and case

£5.00

### Postage

Cost plus 20% for all postage

### Couriers

Cost plus 20%

### Boxes

Cost plus 20%

### Archive

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<tbody>
<tr>
<td>Retrieval of files</td>
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### Mileage

50p per mile

### Mapping and address data

Cost plus 20%

### Exhibition Board hire

£10 per board, per event

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Car Parking / Toll Charges / Congestion Charges and other related transport costs at cost.  
Any documents needed, or searches required, are charged at cost. All prices are exclusive of VAT.