

STEPHEN GRAESER PLANNING

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TERMS & CONDITIONS

1. Introduction

- 1.1. Stephen Graeser Planning is the business name of the sole practice planning consultancy owned and operated by Stephen Graeser MA DipMS MRTPI, a Chartered Member of the Royal Town Planning Institute (RTPI).
- 1.2. The practice is operated in accordance with and will observe the byelaws, regulations and ethical guidelines of the RTPI's Code of Professional Conduct, details of which can be viewed online at <http://www.rtpi.org.uk>
- 1.3. Amongst other things, the Code states:

Before commencing work on any commission members shall ensure that their terms of engagement have been given and confirmed in writing to their clients and shall satisfy themselves that these terms have been accepted.

- 1.4. These Terms and Conditions are to be read in conjunction with the Offer of Professional Services and Fees, Charges and Expenses and the Data Protection Declaration which, together, form the basis under which the practice shall provide professional planning services to you.

2. Offers of Professional Services

- 2.1. All engagements accepted by Stephen Graeser Planning are subject to the following terms of engagement except where changes are expressly agreed in writing.
- 2.2. The practice prides itself on delivering a quality professional service and undertakes to pursue diligently the Client's objectives with all reasonable care and skill within the constraints imposed by the facts and circumstances of the case however, the Client agrees and accepts that outcomes cannot be guaranteed because of the nature and uncertainties of planning procedure and legislation.
- 2.3. As principal of the practice, I will undertake the work myself, in accordance with the Code of Conduct of the Royal Town Planning Institute.
- 2.4. I should point out however, that neither the local authority planning officers, nor the elected members, need accept the advice that I provide to you, or the submissions I make to them. Whilst the elected members are expected to follow their officers' advice, they are not legally bound to do so. It is a reasonable expectation that the Council's decision will be made in accordance with the officers' recommendation and it is a statutory requirement that a decision is made in accordance with national and local planning policies, unless material considerations indicate otherwise.
- 2.5. It is normal for the practice to commence any prospective engagement with an initial 45-minute consultation to gather information about the planning matter with which you require assistance.
- 2.6. Once the practice establishes that it can assist you, you will be sent an Offer of Professional Services, which will outline the discussions undertaken, set out the nature and scope of the professional services offered and give an estimate of anticipated fees.

- 2.7. Due to the nature of the planning system, it is not normally possible to give a precise forecast of the amount of time that a commission will take therefore, unless otherwise agreed, the Offer of Professional Services is intended to give an approximate estimate of the anticipated costs of a commission and is not a fixed quotation.
- 2.8. Written acceptance of the Offer of Professional Services, Terms and Conditions and a Client's instructions will be via a signed letter of acceptance or an e-mail and is required before any work can commence on a commission.
- 2.9. The practice will 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 which time your instructions to proceed further will be sought.
- 2.10. If it becomes necessary to carry out additional work outside of the agreed brief, or if you request additional work to be undertaken, this work will involve additional fees. In such circumstances, an amendment to the original Offer of Professional Services will be prepared, together with an estimate of the additional fees and must be authorised by you, in writing, before the additional work can be undertaken.
- 2.11. The Client undertakes to render all necessary assistance to the practice by supplying, upon request, relevant information, documents, plans, material etc., in his/her possession within reasonable time.
- 2.12. Any delay or changes in Client's instruction which leads to additional work may result in an additional fee.
- 2.13. The practice will endeavour to meet an agreed programme of work, to keep the Client advised of the progress of the commission at reasonable intervals, including the timescale for its likely completion and will respond promptly to any communications from the Client during the course of the commission.
- 2.14. Stephen Graeser Planning will not sub-contract any part of the commission to other consultants.
- 2.15. Subject to your agreement Stephen Graeser Planning will make an introduction on your behalf to other specialists (e.g., architect, ecology, tree, heritage, drainage, highway or other professionals) that may be required to provide additional expertise in association with your proposal.
- 2.16. Such an introduction will be made on the clear understanding that the responsibility for appointing the specialist and payment of all fees and charges submitted by the specialist for work carried out for or on behalf of you shall be your responsibility and is payable directly to the specialist.
- 2.17. Whilst Stephen Graeser Planning expects to continue acting for you until the work is complete, you or we may suspend or terminate instructions at any time in writing.
- 2.18. Stephen Graeser Planning will not suspend or terminate instructions without good reason, such as conflict of interests, a requirement that we break professional rules, our perception that the necessary relationship of trust does not exist, your failure to provide adequate instructions or to pay interim invoices when they are due.
- 2.19. In the event of suspension or termination of instructions by either party, the Client hereby accepts full liability for fees and expenses incurred to the date of the suspension or termination and payment for all work undertaken by the practice must be made in full, as outlined in 5 below.
- 2.20. The practice will not, until the engagement has been completed and/or 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.

3. Client Monies

- 3.1. Stephen Graeser Planning may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account.

4. Fees and Expenses

- 4.1. Fees are calculated on the basis of the time spent dealing with your planning proposal, the knowledge, expertise and level of skill involved.
- 4.2. The Client hereby accepts that the estimates given are based on the work involved in the preparation and submission of an application, not on the outcome of the application.
- 4.3. Any quotation given is exclusive of expenses.
- 4.4. The agreed hourly rate shall cover the following:
 - ♦ Technical work arising from the implementation of the instructions received from the Client;
 - ♦ Survey work and data processing;
 - ♦ Meetings with the Client, local authority representatives, other consultants or advisors associated with the commission, relevant organisations, community representatives etc;
 - ♦ Site visits, and visits to the locality where necessary for the proper undertaking of the commission;
 - ♦ Research, examination and consideration of relevant information including, background history, associated documents and materials, planning legislation, planning policy documents, other relevant policy documents, case law, practice guidance and commentaries;
 - ♦ Preparation and production of project plans, drawings and documentation, etc;
 - ♦ Completing forms, writing, editing, proof reading and amending reports, statements etc and working on notes, papers and documentation necessary for the proper undertaking of the commission;
 - ♦ Provision of general advice and presentations to the Client in connection with the commission;
 - ♦ All necessary correspondence, e-mails, telephone communications and consultations required in connection with the commission.
- 4.5. A reduced fee rate is payable for time spent travelling in connection with the commission and is calculated at 50% of the prevailing hourly rate and will apply to all travelling time spent in connection with the commission.
- 4.6. In addition to professional fees, the following expenses (where incurred) will be added to invoices as expenses:
 - ♦ Photocopying, plan printing, scanning and photography;
 - ♦ Purchase of Ordnance Survey or other maps or plans;
 - ♦ Purchase of publications e.g., local plans, development plan documents;
 - ♦ Refund of pre-application and other fees charged by a local authority;
 - ♦ Purchase of planning appeal or case law decisions;
 - ♦ Payment for postal, courier and delivery charges;
 - ♦ Payment for mileage and other travel expenses reasonably incurred;
 - ♦ Payment for accommodation and subsistence when an overnight stay is necessary.
- 4.7. Exceptional individual items such as large travelling expenses, expensive survey material, planning reports, policy documents, maps etc will be itemised and charged for separately.
- 4.8. Alternative fee arrangements are subject to negotiation with the Client prior to the commencement of work, will be considered on a client / project basis however the decision whether to enter into any such agreement rests wholly with Stephen Graeser Planning.
- 4.9. Where any statutory fees are due to be paid in respect of consultations, applications, appeals etc such fees shall be the responsibility of the Client and the practice shall have no liability whatsoever in respect of such fees.
- 4.10. The necessary fees shall be rendered by the Client promptly upon request and shall be paid directly to the receiving authority or, subject to agreement, via the practice.

5. Invoices and Payment

- 5.1. Invoices will normally be submitted on completion of a suitable stage in the process e.g., immediately prior to submission of an application, receipt of a decision notice, or as otherwise agreed with the Client and must be paid in full within 15 days of the date of the invoice.
- 5.2. Payment can be made either by cash, direct transfer or by cheque made payable to S Graeser.
- 5.3. Stephen Graeser Planning reserves the right to add interest on any amounts owing at a rate of 8% above the prevailing Bank of England Base Rate per month and to claim compensation on invoices not paid in accordance with the Late Payment of Commercial Debts Regulations 2002 (as amended or re-enacted from time to time). In addition, all costs incurred in the collection of overdue sums (including, but not limited to, collection of agents' fees), will be charged to and payable by you.
- 5.4. Where accounts are outstanding after 30 days and other than by prior agreement, Stephen Graeser Planning reserves the right to suspend work on any project and to withdraw and application if fees, including application fees and expenses, are not paid in full in the agreed timeframe.
- 5.5. If you have a query about invoices, please contact Stephen Graeser Planning straight away.

6. Limitation of Liability

- 6.1. Stephen Graeser Planning cannot accept any responsibility for costs incurred by, or any other liabilities arising from:
 - ♦ delays beyond the control of the practice;
 - ♦ delays resulting from the failure by you or others involved in the project to provide information of an adequate quality or in a timely manner;
 - ♦ your failure or refusal to fully disclose all material facts and circumstances;
 - ♦ your failure to act on advice given by the practice;
 - ♦ failure to respond promptly to communications from the practice or from relevant authorities; or
 - ♦ any other circumstances, errors or matters beyond the reasonable control of the practice.
- 6.2. The copyright and intellectual property rights of any documents, forms, statements, maps, plans, drawings and other such material will remain vested in Stephen Graeser 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 without prior written authorisation from the practice.
- 6.3. Stephen Graeser Planning does not assume any responsibility or liability under the Construction (Design and Management) Regulations 2015 or any regulations revoking, re-enacting or modifying those Regulations.
- 6.4. Other than completion of forms to accompany a planning application on behalf of a Client, Stephen Graeser Planning does not assume any responsibility, liability nor will provide any advice in respect of the Community Infrastructure Levy.
- 6.5. The maximum liability for any claims against Stephen Graeser Planning, whether in contract, tort, or otherwise, shall not exceed such amount as covered by their insurance policy from time to time.

7. Complaints

- 7.1. Any concerns over the level of service received should be addressed to the principle of the practice, Mr Stephen Graeser.
- 7.2. Clients also have the peace of mind that complaints of professional misconduct or negligence against Stephen Graeser Planning can be reported to the Royal Town Planning Institute and that the practice is fully insured to meet the costs of legitimate claims arising from such actions.

8. Law

- 8.1. This contract is subject to the law of England and Wales.