

**Terms and Conditions (As of April 2020):**

**1. Definitions:**

- The provision of consultancy services by SJM Planning Ltd (“SJM”) under any agreement or instruction (the “Consultancy Agreement”) is subject to the following terms and conditions. By commissioning SJM to carry out work you (the “Client”) agree to accept and abide by all of the terms and conditions.
- These Terms and Conditions apply to all services, quotations, advertisements and advices given by SJM, and placing an order with SJM implies acceptance of the Terms and Conditions.
- Any variation of these terms and conditions is not valid unless it is specifically agreed in writing by an employee of SJM.
- These terms and conditions shall be governed by English law and the parties agree that any dispute arising from them shall be resolved in the last instance in the English courts.

**2. Fees:**

- The Client will pay SJM a fee for the services provided for a sum or at a rate as may be specified in correspondence between us.
- A first instalment of 50% is required immediately upon signing of the contract between both parties, with the final 50% outstanding to be paid in one or two instalments prior to submission of the work as outlined at the bottom of the quotation supplied to the Client. A copy must be signed and returned to SJM to be considered an instruction to commence the prescribed works.
- SJM reserves the right to revise the fee if the Client changes its requirements. Any work required beyond the scope of the work quoted for or estimated will be beyond the scope of the quotation or estimate. Quotations or estimates or fee rates can be provided for such extra work.
- Any quotations or estimates or rates quoted in a fee submission are valid for a period of three months from the date of the quotation letter. Beyond this period SJM reserves the right to amend the fee basis of the quotation or estimate.
- Our fee rates are reviewed annually, and any new rates will take effect from 6th April unless otherwise agreed. SJM will notify the Client in advance of any changes.
- In the case of a manifest error or omission, SJM reserves the right to amend the quotation, and will accept no liability in that event no matter how that mistake was made. A ‘manifest error’ is defined as a price quoted in error by SJM which is more than 10% different from the price that would have been quoted had the mistake not been made, or £5,000, whichever is the smaller.

**3. Acceptance:**

**Registered Name & Address:** SJM Planning Ltd, The Granary, Hermitage Court, Hermitage Lane,  
Maidstone, Kent, ME16 9NT

Company Registration Number: 10508350

VAT Registration Number: 305 2320 57

- Instructions/orders are accepted by SJM in writing, by email, and by fax when acknowledgement will be made as standard. In exceptional circumstances however instructions given by telephone will be acceptable and a written acknowledgement will be given by SJM, when these Terms and Conditions will come into force and when an invoice address must be supplied.

#### **4. Payment:**

- Payment terms are 7 days from the date of issue of invoices, unless otherwise indicated (excluding the deposit). On larger projects, Interim invoices may be issued monthly based on work done if agreed with the Client. SJM reserves the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.
- SJM will, upon request, advise the Client of the nature and the level of expenses to be incurred and will, where reasonably practicable, seek the prior approval of the Client unless those costs are implicit within the activity/programme (e.g. duplicating, postage, stationery, travel, accommodation etc). Mileage will be charged at a rate of 50 pence per mile, and any other expenses such as charges for provision of data will be charged at cost.
- If the Client modifies or cancels plans or projects the Client will accept liability for the cost of all commitments taken on by SJM on the Client's behalf up to the date of SJM being able to act on the Client's new instructions. The Consultancy Agreement can be terminated by either party giving one month's notice in writing.

#### **5. Confidentiality:**

- SJM will not disclose any confidential information relating to the Client or the Client's business without the Client's permission unless such information is requested from the Police as part of an investigation. The Client acknowledges SJM's right to use any information regarding Client products or services which it has gained in the course of its appointment and which is or becomes publicly available.

#### **6. Indemnity and Liability:**

- The Client agrees to indemnify SJM against all costs, charges and damages falling upon SJM as a result of legal actions brought against SJM arising from the publication of any materials which have been approved by the Client for publication.
- SJM's maximum liability for any default will not exceed the price of the Consultancy Agreement for which it is liable. SJM shall be under no liability whatsoever if payment of its fees has not been made by the due date, as defined in clause 8 of these terms and conditions. Nothing in this condition shall have the effect of limiting or excluding any liability of SJM for fraud or for death or personal injury caused by the negligence of SJM.
- SJM undertakes to maintain Professional Indemnity Insurance, details of which can be made available on request.

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- Any property or information made available by the Client to SJM shall be and at all times remain at the risk of the Client and SJM shall not be subject to any liability for it.
- All work is undertaken for the Client in good faith. SJM accepts no liability whatsoever for any loss or damage arising from any written or verbal advice or information that is acted upon by any third party unless the use of such information or advice has been previously agreed by SJM.
- If any work (written or verbal) produced by SJM is altered other than for typographical errors or change of formatting, then SJM will not accept any liability arising from those changes.

## **7. Copyright:**

- The copyright in all outputs, reports, plans, intellectual artwork, copy and other work produced by or assigned to SJM remains with SJM. Should the client wish to procure the electronic copy originals of statements and plans produced by SJM, a release fee equal to 25% of the original contract sum shall be payable by the client to SJM.

## **8. Termination / Cancellation of Contract:**

- SJM reserves the right to terminate the contract with immediate notice where the Client's actions are in the view of SJM likely to lead to breach of planning legislation or other Statutes. If this situation should occur all monies outstanding will immediately become due.
- Cancellation of the contract by the Client with less than 48 hours' notice will result in the cost of any equipment or materials being charged to the Client, as well the cost associated with the redeployment of staff. This is typically charged at the hourly rate quoted in the fee proposal connected to the contract.
- Cancellation of the contract by the Client once work has commenced will result in an invoice being raised for the work completed thus far. This is typically charged at the hourly rate quoted in the fee proposal connected to the contract.

## **9. Force Majeure:**

- SJM will not be liable for any delays in performance caused by circumstances beyond its reasonable control (e.g. strikes, governmental or regulatory actions and natural disasters) and will be entitled to a time extension for such performance. If such a situation should last in excess of 2 months, then the contract may be terminated at the Client's request.

## **10. Miscellaneous:**

- Unless the Client is able to provide fully-scaled site plans, these plans will be acquired by SJM and any charge for purchase, copyright and/or production costs will be passed on to the Client. The Client will then retain all remaining hard copies as granted by purchasing an Ordnance Survey license for such plans.
- SJM may subcontract its obligations to a competent third party.

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- All fees are subject to VAT unless expressed otherwise. The Client will be made aware of such costs prior to the commencement of works.

## 11. Expenses:

- The fees include all letters, emails etc. associated with the scope of works.
- The fees include the production of a maximum of 2 No. hard copies of final design drawings. Production of further hard copies will be at additional cost.
- Any additional meetings over and above those stated in the fee proposal will be at additional cost.
- Any revisions to the final design drawings which require any changes to our submitted design will be chargeable at £70 Plus VAT per hour plus expenses.
- Any requested planning consultancy work carried out not shown in the fee proposal will be charged at £110 Plus VAT/hour plus expenses or an agreed fixed sum.
- Mileage will be charged at 50p per mile.
- Additional postage will be charged at additional cost.

Signed



Simon McKay – Director, SJM Planning Ltd