

SJM PLANNING

26 Kings Hill Avenue
Kings Hill
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Maidstone
Kent
ME19 4AE

Terms and Conditions (As of January 2018)

1. Definitions:

- The provision of consultancy services by SJM Planning & Construction Ltd (“SJMP&C”) under any agreement or instruction (the “Consultancy Agreement”) is subject to the following terms and conditions. By commissioning SJMP&C 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 SJMP&C, and placing an order with SJMP&C 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 SJMP&C.
- 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 SJMP&C 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 25% is required immediately upon signing of the contract between both parties, with the final 75% 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 SJMP&C to be considered an instruction to commence the prescribed works.
- SJMP&C 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 SJMP&C 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. SJMP&C will notify the Client in advance of any changes.
- In the case of a manifest error or omission, SJMP&C 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 SJMP&C 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:

- Instructions/orders are accepted by SJMP&C 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 SJMP&C, 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. SJMP&C 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.
- SJMP&C 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 SJMP&C on the Client's behalf up to the date of SJMP&C 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:

- SJMP&C 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 SJMP&C'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 SJMP&C against all costs, charges and damages falling upon SJMP&C as a result of legal actions brought against SJMP&C arising from the publication of any materials which have been approved by the Client for publication.
- SJMP&C's maximum liability for any default will not exceed the price of the Consultancy Agreement for which it is liable. SJMP&C 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 SJMP&C for fraud or for death or personal injury caused by the negligence of SJMP&C.
- SJMP&C undertakes to maintain Professional Indemnity Insurance, details of which can be made available on request.
- Any property or information made available by the Client to SJMP&C shall be and at all times remain at the risk of the Client and SJMP&C shall not be subject to any liability for it.
- All work is undertaken for the Client in good faith. SJMP&C 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 SJMP&C.
- If any work (written or verbal) produced by SJMP&C is altered other than for typographical errors or change of formatting, then SJMP&C 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 SJMP&C remains with SJMP&C. Should the client wish to procure the electronic copy originals of statements and plans produced by SJMP&C, a release fee equal to 25% of the original contract sum shall be payable by the client to SJMP&C.

8. Termination / Cancellation of Contract:

- SJMP&C reserves the right to terminate the contract with immediate notice where the Client's actions are in the view of SJMP&C 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:

- SJMP&C 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 SJMP&C 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.
- SJMP&C may subcontract its obligations to a competent third party.
- 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 & Construction Ltd