

TERMS & CONDITIONS OF ENGAGEMENT  
MAY 2018

1.0 Introduction

- 1.1 The following "Terms and Conditions of Engagement" shall apply to all of the Works carried out by the Company on behalf of the Client. They shall constitute the sole contract between Company and the Client until such time as they are replaced by a subsequent written and agreed contract of engagement.
- 1.2 If any term or condition of this agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this agreement and the validity and enforceability of the remainder of this agreement shall not be affected or impaired thereby.

2.0 Definitions

- 2.1 "Appointment" shall mean an instruction from the Client to the Company to undertake the agreed Works.
- 2.2 "Client" is the person, company, authority or other body who instructs the Company to carry out the work. The Contract is between the Client and the Company.
- 2.3 "Company" shall mean Saddington Taylor Limited.
- 2.4 "Works" shall mean the scope of services, duties and activities provided by the Company to the Client and, as defined, within the attached covering letter or email.

3.0 Appointment and Scope of Work

- 3.1 By receipt and in the absence of a written declaration to the contrary, these initial "Terms and Conditions of Engagement" are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Works.
- 3.2 The scope, nature and requirement of the Company's Works shall be strictly limited to that detailed upon the attached covering letter or email. All Works not included within the foregoing shall be regarded as additional and the Company reserves the right to charge for these additional works. A fee proposal for any additional works can be supplied upon request.

4.0 Client Obligations

- 4.1 The Client shall provide Saddington Taylor Limited 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 Saddington Taylor Limited.

4.2 The Client shall inform Saddington Taylor Limited if any other town planning consultancy has been engaged on the project prior to this appointment and, if so, provide Saddington Taylor Limited with their details to ensure compliance with the requirements of the Royal Town Planning Institute.

#### 5.0 Company Obligations

5.1 Saddington Taylor Limited will carry out the work and obligations under this agreement with reasonable skill, care and diligence but cannot accept any responsibility for delays or consequential costs caused outside of their control.

5.2 For the avoidance of doubt, Saddington Taylor 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.

#### 6.0 Accuracy of Drawings & Documents

6.1 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, Saddington Taylor Limited will not accept responsibility for the accuracy of drawings.

6.2 In the event that planning permission is granted, Saddington Taylor Limited shall have no responsibility for the on-going 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.

#### 7.0 Copyright

7.1 Copyright and any other intellectual property rights in all documents and other media prepared by or on behalf of Saddington Taylor Limited and in work executed from the document shall remain with Saddington Taylor Limited. Subject to Saddington Taylor 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.

#### 8.0 Fees & Expenses

8.1 The fee shall be the sum set out in Saddington Taylor's fee letter or email 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. All monies due to the company are to be paid in £UK sterling, unless specifically declared otherwise.

8.2 Invoices will be issued in accordance with payment schedule contained within the fee letter or email accompanying this agreement, unless otherwise agreed in writing. Full payment of invoices will be due within 14 calendar days of receipt of the invoice unless otherwise stated.

8.3 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.

- 8.4 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 Saddington Taylor Limited will be deemed to be a breach of this agreement.
- 8.5 The Company'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 unless otherwise agreed.
- 8.6 Unless otherwise stated, the fee excludes all reimbursable costs and expenses reasonably incurred in the course of providing the service in respect of long-distance travel, overnight 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 Saddington Taylor Limited reserves the right to require payment in advance for such items.
- 8.7 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 Saddington Taylor Limited.
- 8.8 Saddington Taylor Limited reserves the right to charge interest on any unpaid invoice after 30 calendar days from the date of invoice at a rate of 6% (above the Base Rate of The Bank of England plc.) 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 Saddington Taylor 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. Work would recommence upon receipt of payment.
- 8.9 Should Saddington Taylor Limited'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.
- 8.10 Saddington Taylor Limited will not be held liable for any consequential delay or costs arising where work ceases due to non-payment of outstanding accounts.
- 9.0 Insurance
- 9.1 Saddington Taylor Limited shall ensure that they always have in place professional indemnity insurance for any claim or series of claims arising as a result of any negligent act, error or omission on the part of Saddington Taylor Limited in performance of the services but excluding pure economic and or consequential loss excluding liability for claims connected with pollution or contamination, asbestos, terrorism and other exceptions included within the policy.
- 10.0 Limitations
- 10.1 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. Saddington Taylor Limited is only liable for the agreed services it provides 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.

- 10.2 Unless specifically stated to the contrary, any budgetary or programming opinion offered by the Company is to be regarded by the Client as broad guidance only and shall not be relied upon in any material issue by the Client.
- 10.3 This agreement is for the sole benefit of the parties. Any terms, conditions and/or other provisions of this agreement which make reference to third parties shall not confer benefits and are not to be construed as conferring benefits upon such third parties pursuant to the Contracts (Rights of Third Parties) Act 1999. It is not the intention of the parties that any term or condition of this agreement should be directly enforceable by any person other than the parties to this agreement.
- 11.0 Legislation and Standards
- 11.1 This agreement shall be governed by and construed in accordance with English law. The parties hereby submit to the non-exclusive jurisdiction of the English courts.
- 11.2 The Client and Company jointly accept that the conditions of the "Housing Grants Construction and Regeneration Act 1996 (as amended)" shall apply to this agreement.
- 11.3 The Client also acknowledges that Saddington Taylor Limited has drawn attention to duties imposed on the Data Protection Act 1998, the copyright, Design and Patent Act 1998 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.
- 12.0 Suspension and Termination
- 12.1 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.
- 12.2 Saddington Taylor Limited shall give immediate notice in writing to the Client of any circumstances arising from Force Majeure which makes it impractical for Saddington Taylor Limited to carry out any of the services and Saddington Taylor Limited shall seek to agree an appropriate course of action with the Client.
- 12.3 Termination of this agreement shall be without prejudice to the accrued rights and remedies of either party.
- 13.0 Dispute
- 13.1 In the event of a dispute, which proves irresolvable by discussion and negotiation, the Company and Client hereby jointly agree to an initial process of Mediation which, if unsuccessful, is to be followed by Adjudication under the statutory scheme. All costs, other than legal costs associated with the process shall be borne in equal shares by the Company and the Client.