

# Terms & Conditions of Appointment

## Key Conditions

- A minimum deposit of 50% (approximately half of the total fee) is required before any work commences.
- The remaining balance shall be payable once the plans have been prepared and are ready for submission to the Local Authority.
- Party Wall Notices must be served by the Building Owner and not by Planning Additions Ltd, unless we receive written instruction confirming that you require us to undertake this service.
- The Building Owner is responsible for confirming whether a public sewer is located within the property boundary. If a public sewer is later found to exist, approval to build over or near the sewer must be obtained from the relevant Water Authority. This may result in additional expense and delays. Additional charges may apply if a Full Plans Building Control application is required.
- Any amendments to plans already prepared in accordance with the initial instructions may result in additional fees.
- If the property is later found to be located within a Conservation Area or has Listed Building status, this may significantly affect the likelihood of obtaining planning permission and may lead to delays and additional costs.
- The fee for Structural Calculations/Structural Design will be confirmed and issued once the architectural consultantural plans are finalised and/or approved.
- Planning Additions Ltd acts as an agent for Planning Applications and Building Regulations submissions. However, the CDM (Construction Design and Management / Principal Designer role) is not included unless agreed in writing.
- Local Authority fees are payable directly by the Client and are in addition to our professional fees. The Local Authority may also charge additional inspection fees. All plans are prepared in good faith, however the final decision rests with the Local Authority/Council.

## 1. Contract

**1.1** Whether or not you have countersigned our Instruction Form (issued with the Quotation / Fee Proposal), by instructing Planning Additions Ltd to commence the services described in the Quotation / Fee Proposal (“Services”), you confirm that you accept and agree to enter into a legally binding contract with us on these Terms and Conditions, to the exclusion of any other terms proposed by you.

You are advised to read these Terms and Conditions carefully before instructing us to proceed. You may wish to seek independent legal advice prior to acceptance.

**1.2** The contract between us shall consist of:

- The Quotation / Fee Proposal
- Any written communications clarifying the Quotation / Fee Proposal
- Your instruction to commence the Services (verbal or written)
- These Terms and Conditions

In the event of any discrepancy, the Quotation / Fee Proposal shall take precedence.

## **2. Definitions**

**2.1** In these Terms and Conditions, the following definitions apply:

Company means Planning Additions Ltd. References to “we”, “our” or “us” refer to Planning Additions Ltd.

Client means the person or organisation instructing the works and to whom invoices are issued. References to “you” or “your” refer to the person instructing us and to whom the Quotation / Fee Proposal is addressed.

If you are acting on behalf of an undisclosed principal, you confirm that:

- You have full authority to bind the principal; and
- You accept personal responsibility for compliance with these Terms and Conditions and any liabilities arising under them.

If you are not personally funding payment for our Services, you must provide the full name and address of the payer and sufficient information to allow reasonable credit checks. We reserve the right to cancel the contract with seven (7) days’ notice if we are not satisfied that the payer has adequate funds.

Regardless of third-party funding, you remain fully liable for all contractual obligations, including payment.

Project means the subject of the Quotation / Fee Proposal.

Services / Works means the services to be performed by Planning Additions Ltd as described in the Quotation / Fee Proposal.

## **3. Issuing of Documents**

**3.1** Documents shall not be released until the required payments have been received in accordance with our payment terms.

**3.2** Plans will be delivered electronically in PDF format.

**3.3** We use reasonable endeavours to ensure all electronic deliverables are virus-free. However, we accept no liability for any infection caused by viruses or malicious code. Clients should ensure appropriate virus protection is in place.

## **4. Payment**

**4.1** Payment terms are 7 working days from the date of invoice issue.

Planning Additions Ltd will not:

- release documentation until the first stage invoice has been paid; or
- submit plans to the Local Authority until the full fee and all applicable third-party fees have been received.

**4.2** A PDF invoice will be issued to the Client's nominated email address within 48 hours of the scheduled survey date.

We are not responsible for delays caused by late or non-payment.

**4.3** Payment shall be made via:

- Bank Transfer (details shown on the invoice)

## **5. Scope of Work**

**5.1** All work will be undertaken strictly in accordance with the agreed scope of work as stated in the Quotation / Fee Proposal.

## **6. Change of Scope**

**6.1** Where additional work is required beyond the agreed scope due to matters outside our control, an additional fee may be charged at £75 per hour.

This may include (but is not limited to):

- revisions to drawings after preparation due to changes in Client instructions;
- revisions due to statutory or Local Authority requirements.

Additional Local Authority fees may also be payable.

No additional work will be charged unless it falls outside the original brief, and where applicable, the Client will be informed and a revised quotation may be provided. Work will proceed only upon receipt of Client approval and instruction.

## 7. Liability

**7.1** Planning Additions Ltd does not provide any warranty, guarantee, representation, or opinion regarding the cost, practicality, or feasibility of construction of any designs produced.

We do not provide collateral warranties or third-party rights.

Planning Additions Ltd accepts no liability for the Client's compliance with legislation during the construction process, including (but not limited to):

- Party Wall legislation
- Health and Safety legislation
- Construction Design and Management (CDM) Regulations
- Right to Light issues

**7.2** Planning Additions Ltd maintains Professional Liability Insurance for the duration of this Agreement.

The maximum liability of Planning Additions Ltd to the Client (in contract, tort, or statutory duty) for any one claim or series of claims arising from the same event shall be limited to the Client's target cost of the building work and in any event shall not exceed £500,000.

Any such liability shall expire six (6) years after completion of the Services. Professional Indemnity Insurance shall be maintained accordingly until expiry of this liability.

Insurance certificates are available upon request.

The Architectural Consultant and the Client waive consequential damages for claims, disputes, or other matters arising out of or relating to this Agreement.

Exclusions: Liability exclusions apply in relation to:

- pollution and contamination
- terrorism
- toxic mould
- asbestos and asbestos-containing materials

**7.3** Planning Additions Ltd cannot guarantee that Planning Permission or Building Regulations Approval will be granted.

Planning policies, regulations, and building standards may be interpreted differently by Local Authority officers and are subject to change. The outcome may also be affected by:

- site constraints
- environmental factors
- existing services

- ground conditions
- input from other consultants

## **8. Privacy and Personal Information**

**8.1** We will not share Client information with third parties except where:

- submitting information to the Local Authority on the Client's behalf
- using third-party print services
- instructed by the Client
- required by law
- obtaining quotations or services requested by the Client
- necessary for delivery of the Services

## **9. Third Parties**

**9.1** Planning Additions Ltd accepts no liability for works carried out by third parties, whether introduced by us or appointed by the Client, including but not limited to:

- surveyors
- builders
- structural engineers
- contractors

Any agreement entered into with third parties is solely between the Client and the third party. Planning Additions Ltd accepts no liability for any breach of such agreements.

## **10. Copyright**

**10.1** Planning Additions Ltd retains full copyright of all drawings and documents produced.

Subject to full payment of all fees due, the Client is granted a licence to use and copy the drawings solely for:

- construction of the approved project; or
- subsequent sale/use of the property

The drawings must not be reused or reproduced for any other project or extension without written consent.

Planning Additions Ltd accepts no liability for any use of the drawings beyond the purpose for which they were prepared.

Any reuse or modification without written permission is at the Client's own risk, and the Client agrees to indemnify Planning Additions Ltd against any claims, damages, or legal costs arising from such reuse or modification.

No design produced by Planning Additions Ltd may be registered by the Client without written consent.

## **11. Publicity**

**11.1** Planning Additions Ltd and its consultants reserve the right to photograph the project and use such photographs for promotional purposes, including (but not limited to):

- websites
- brochures
- advertising
- publications
- marketing materials

## **12. Governing Law**

**12.1** This Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.