

ShrimplinBrown

Planning & Development



Standard Terms & Conditions

The appointment of ShrimplinBrown as town planning consultant as per the instructions set out in the Fee Proposal will be subject to the following terms and conditions:

1. All work undertaken by us will be carried out using all reasonable skill, care and diligence in the normal standard of a town planning consultant performing such services.
2. Unless otherwise specified in the Fee Proposal, we shall issue monthly Invoices based on the amount of work completed or partly completed. All Invoices shall set out any incurred instalments of the fee, expenses, disbursements and VAT. All Invoices will be issued in electronic format and sent to you by email.
3. All quotations are given exclusive of VAT and disbursements and expenses. Expenses will be charged at cost. Expenses will include the costs of travel, accommodation, subsistence, plans, printing, copying, documentation, couriers and any other reasonable expenses.
4. All Invoices are payable within 30 days of presentation.
5. Where it is agreed in the Fee Proposal that our fees shall be calculated on time spent undertaking the work, the hourly rates and standard expenses used will be those applicable at the time that the instruction is confirmed as set out in the Engagement Letter issued to the Client.
6. The hourly rates are reviewed annually and accordingly may increase during the project. We reserve the right to increase the agreed hourly rate in accordance with changes in the RPI in addition to our annual review. Any increase in hourly rates will be subject to prior written notification.
7. Our fees do not include the statutory planning application or other fees charged by a local authority or other body/ies. Where any statutory fees are due to be paid to a local authority or other body/ies, such fees shall be the responsibility of the Client and we shall have no liability whatsoever in that respect.
8. We reserve the right to suspend all work for the Client if the Client fails to settle any of our invoices in full within 30 days of the date of the invoice. Invoices that remain unpaid after 30 days may be subject to interest charged at a rate of 2% above the Bank of England base rate current at the date that payment becomes overdue, calculated from the date due until the date of actual payment.
9. Until all invoices issued by us to you have been paid in full, the copyright of any documents, plans and other such material will remain vested in us and no unauthorised use of such material may be made by you or any person purporting to be acting on your behalf.
10. Where external consultants, contractors, or specialists (the "Third Party(ies)") are required to carry out works or perform any service in connection with the Client's project, we can advise on their selection and terms of reference, but the Client shall be responsible for engaging such Third Party(ies) on commercial terms negotiated in the Client's sole discretion. We do not warrant the competence, performance, work, services, products or insolvency of any Third Party(ies). Nor do we confirm nor guarantee the accuracy of Ordnance Survey, land ownership or other plans supplied by a Third Party(ies) nor the accuracy of solutions based on such plans.
11. The Client may cancel or suspend its instructions at any time by giving at least 7 days written notice and stating the reason for doing so. Similarly, we may terminate or suspend any matter by giving the Client no less than 7 days written notice and stating the reason for doing so. Such reasons may include but are not limited to the Client's failure to pay any fees or other amounts outstanding by the due date. Upon receipt of such notice, we shall invoice the Client for our outstanding fees.
12. Hourly rates and standard expenses costs can be advised on request.
13. We shall not be liable for any loss or damage which shall exceed the amount of our professional indemnity insurance providing we have notified the insurers of the relevant claims as required by the terms of such insurance. We shall when reasonably requested by the Client produce for inspection a broker's letter or certificate confirming that professional indemnity insurance has been obtained and is being maintained.
14. None of our employees or our agents shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from the performance of the services hereunder.
15. We shall not be liable for any loss of profit, consequential or indirect loss in any kind.