



TERMS & CONDITIONS

All engagements accepted by Les Stephan Planning Ltd (LSP) are subject to the following terms and conditions of business except where changes are expressly agreed in writing by the Practice.

1.0 General Conditions

- 1.1 LSP will observe the byelaws, regulations and ethical guidelines of the Royal Town Planning Institute and accept instructions to act for you on the basis that we will do so in accordance with those guidelines.
- 1.2 LSP shall deem that the person, Company, Authority or other body who instructs LSP be "the Client" and to whom the fee charges shall be made unless advised otherwise in writing.
- 1.3 Confirmation of acceptance of the fee proposal and these Terms and Conditions is required in writing by completing and returning the attached Agreement Form.
- 1.4 All fees and charges submitted by other specialists sub-contracted by prior agreement with the Client shall be the responsibility of and payable by the Client (excluding Barristers' fees e.g. in the case of a Planning Inquiry – see paragraph 1.5 below).
- 1.5 Barristers' fees shall be the responsibility of the Client and agreed prior to engagement. However, it is protocol that these professional fees will be invoiced to LSP with a recharge being made to the Client for immediate payment to LSP.
- 1.6 No responsibility is accepted by LSP for unavoidable errors or omissions, or matters beyond the control of LSP.
- 1.7 LSP shall not sub-contract any part of the commission without first receiving approval in writing from the Client with a clear understanding of responsibilities.

2.0 Client Monies

LSP will require fees equating to the costs of any pre-application or planning application fees payable to the Local Planning Authority to be paid direct to the Local Planning Authority following submission of the application. LSP will not cover the costs of planning fees.

3.0 Fees

- 3.1 LSP fees are calculated on the basis of the time spent on the Client's affairs by the Practice principals and staff which is classified as 'professional time' unless it relates to time spent in the production of drawings in which case it is classified as 'technical time'.
- 3.2 LSP fees are based upon our current standard hourly rates of £150.00 per hour for professional time and £95.00 per hour for technical time. Please note that time spent on telephone calls counts as professional time and is charged at a minimum of 6 minutes.
- 3.3 The following costs are normally added to fee accounts as disbursements:
 - Photocopying
 - Printing of plans and reports
 - Ordnance Survey maps
 - Publications (local plans/development plan documents etc)
 - Postal and delivery charges/fees over and above standard letter rates
 - Mileage (£0.75/per mile) and other travel expenses reasonably incurred.
- 3.4 In exceptional cases such as a major Planning Inquiry, a charge for abnormal administrative costs may be added and where applicable will be set out in the Practice fee letter.
- 3.5 A deposit of approximately 30% of the fee estimate is required prior to commencement of the agreed works.
- 3.6 VAT will be added in all cases at the current rate.



- 3.7 If it is necessary to carry out additional work outside of the agreed brief then this work will involve additional fees and be charged at the relevant hourly rates.
- 3.8 Any delay in receiving information, changes in Client's instructions or any matter outside our control which leads to additional work may result in an additional fee.
- 3.9 LSP cannot guarantee the success of any planning project and fees are payable whatever the outcome.
- 3.10 The Practice fee scales will be reviewed annually but LSP reserves the right to amend the fee scales review to an interim date should exceptional circumstances so require.

4.0 Payment

- 4.1 Invoices will be submitted on a monthly basis or as otherwise agreed with the Client and must be paid in full within 21 days of the date of each invoice unless otherwise previously agreed with the Client in writing. LSP reserve the right to charge interest on any amounts owing at 5% above HSBC base rate. LSP reserve the right to suspend work on projects where accounts are outstanding after 42 days, other than by prior agreement.
- 4.2 LSP fees may be paid by cheque, cash or internet transfer. Our account details are as follows:

Sort Code: 40-41-30
Account no: 01785648
Account name: Les Stephan Planning Ltd

5.0 Limitation of Liability

- 5.1 LSP will endeavour to provide professional services with reasonable care and skill. However, LSP will not be held responsible for any losses arising from the supply by the Client or others of incorrect or incomplete information or a failure of the Client or others to supply any appropriate information or the Client's failure to act on LSP advice or respond promptly to communications from LSP or relevant authorities.
- 5.2 Clients should be aware that 'planning' is more often than not a long slow process and can be very frustrating especially to those unfamiliar with the planning system. LSP shall make every effort to meet the programme for the project but cannot accept any responsibility for delays or consequential additional costs in relation to both requests for information by the Client and response times by the Client and/or statutory or non-statutory bodies to requests by LSP.

6.0 Law, including Data Protection

- 6.1 This contract is subject to England and Wales law.
- 6.2 General Data Protection Regulations Compliance (25 May 2018) - LSP takes data protection and its legal compliance seriously. Our Policy & Procedure in relation to this can be found on our website at www.LSPLtd.co.uk.

7.0 Copyright

- 7.1 The content of any document, plan, drawing or photograph supplied by LSP must not be copied or altered in whole or part without the prior written consent of LSP.
- 7.2 Where LSP reports include third party material, such as photographs or plans, copyright issues and payment will be the responsibility of the Client.



AGREEMENT FORM

Client Name: _____

Site Address: _____

Correspondence Address: _____

Home Tel No: _____

Work Tel No: _____

Mobile Tel No: _____

Email: _____

ONLY COMPLETE IF DIFFERENT FROM CLIENT NAME/CORRESPONDENCE ADDRESS ABOVE:

Invoicing Name: _____

Invoicing Address: _____

I/we confirm our instructions and agreement to the fees as set out in Les Stephan Planning (LSP) Ltd letter dated [redacted] and the Terms and Conditions attached therewith. I/we enclose a cheque/have arranged a bank transfer with regard to the deposit in the sum of £ [redacted]

Signature: Name:

Signature: Name:

How did you hear about us:									
Website	<input type="checkbox"/>	Phone Book	<input type="checkbox"/>	Search engine	<input type="checkbox"/>	Recommendation	<input type="checkbox"/>	Other	<input type="checkbox"/>
If recommended or other, please provide details:									

PLEASE NOTE: WORKS ON YOUR PROJECT WILL NOT BE COMMENCED UNTIL RECEIPT OF THIS AGREEMENT AND THE REQUIRED DEPOSIT