

1. Services

We shall provide the Services and shall also provide any other services which are reasonably incidental thereto. Furthermore, we shall comply with any reasonable instructions given in writing by you in relation to the Project.

2. Design Changes

We confirm that we will not, without your written consent, make any material change in the designs or specifications in respect of the Services after they have been approved, provided your consent is not unreasonably withheld or delayed.

3. Duty of Care

In carrying out the Services we shall exercise the degree of skill and care reasonably to be expected of a qualified and experienced consultant undertaking the Services in relation to projects of a similar size and scope to the Project.

4. Other Consultants

If you appoint other consultants or sub-contractors in respect of any part of the Project, we shall not have any liability for the services of such other consultants and/or sub-contractors, and our responsibility shall only extend to coordination of the Services with the services of the other consultants and/or sub-contractors as appropriate. For the avoidance of doubt, we shall not be held vicariously liable for the services carried out by any other consultants and/or sub-contractors.

5. Remuneration

We shall be entitled to payment of our Fee and payment of each invoice shall become due on submission of the invoice by us to you. The final date for payment of each amount due to us shall be 30 days from the date of the invoice. Interest will accrue (and be recoverable as a debt) on any overdue amount at the rate of 8% over the base rate of the Bank of England calculated on a daily basis.

If you issue a written instruction to us to undertake any Additional Services, prior to

complying with such instruction(s), we shall, so far as is practicable, agree the nature and extent of these services and such increase in Fee as is fair and reasonable.

If for any reason you do not proceed with the Project or terminate our Services under clause 8 or we suspend performance of the Services pursuant to clause 8, in addition to any amounts which have then become payable, we shall also be entitled to be paid for any abortive work and any loss and/or expense incurred as a result.

For the avoidance of doubt, the Fee and any additional fee payable, is exclusive of disbursements and VAT.

6. Professional Indemnity Insurance

We confirm that we have in place professional indemnity insurance and shall use our reasonable endeavours to maintain such insurance for a period up to 6 years after completion of the Services, or if sooner, 6 years after termination of the Services in respect of the Project, provided such insurance remains available on commercially reasonable rates, terms and conditions.

7. Retention of Documents and Copyright

We shall retain all documents, designs and drawings provided to us by you for a period of 2 years after the completion of the Services and shall provide you with copies upon payment of a reasonable copying charge.

Copyright in any drawings, details, specifications and designs (the "Documents") produced by us or on your behalf in respect of the Services shall remain vested in the party providing those drawings. Acquisition of copyright shall be subject to separate arrangement and payment as agreed with the relevant party concerned. Provided always that we shall not be liable for the use of the Documents for any purpose other than those for which they were produced by us, or where unapproved amendments have been made, and you shall indemnify us against any costs, loss, expense or damages incurred as a result of any mis-use of the Documents.

8. Suspension and Termination

We may suspend performance of any or all of the Services by giving you at least 7 days written notice of our intention and the grounds for doing so in the event that you are in default of payment of the Fee or any other amounts due to us.

Both parties shall be entitled to terminate the Services by service of a 14 day written notice setting out the reasons for such termination. Upon service by us or receipt by us of such notice we shall cease the performance of the Services, and we shall be entitled to payment in accordance with clause 5 above.

9. Limit of Liability

Our liability shall cease 6 years after the completion of the Services, or if sooner, 6 years after termination of the Services in relation to the Project.

Our total liability to you whether in contract, tort (excluding death and personal injury), breach of statutory duty or otherwise shall not exceed the lesser of:

- (a) the Fee; or
- (b) an amount equal to the proportion of the loss or damage suffered by you which is caused by our negligence or breach of contract calculated on the assumption that any other consultants and/ or contractors and/or sub-contractors engaged in relation to the Project have provided contractual undertakings on terms no less onerous than us in respect of their respective services or work and shall be deemed to have paid you the contribution for which each of them would have been liable pursuant to those undertakings; or
- (c) the amount recoverable under our professional indemnity insurance.

10. Confidentiality

Save as may be necessary for the performance of the Services or Additional Services, both parties shall treat as confidential all information relating to the Project and each others business and shall

take all necessary steps to ensure that employees do likewise.

11. Assignment

Neither party may assign these terms and conditions without the prior written consent of the other.

12. Third Party Rights

Nothing in these terms and conditions shall be construed as conferring any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. Dispute Resolution

If either party is dissatisfied with the other they may notify the other party in writing of such dissatisfaction (the "Notice") and within 2 weeks of the date of the Notice, both parties shall meet to try and resolve the matter. If the matter cannot be resolved after such meeting, both parties shall seek to resolve the matter in accordance with the approved Complaints Handling procedure adopted by us, a copy of which can be provided on request.

Notwithstanding the above, these terms and conditions shall be governed by English law and the English courts shall have jurisdiction with regard to all matters arising under it.

14. Collateral Warranties

Insofar as the Services fall within the provisions of the Act, Collateral Warranties to third parties will not be provided unless we agree otherwise and provided always that an additional fee will be payable.

CONTACT DETAILS:

Ian Butter BSc (Hons) FRICS MRTPI

121 Abbey Road
South Shore
Blackpool
FY4 2PY

07860 684604

ianbutter@ruralurbanplanning.co.uk