



Chartered Town Planner

## MJM Planning

### Town Planning Consultancy across Northern England – *Advice, Appraisals, Applications, Appeals and more*

#### STANDARD TERMS OF ENGAGEMENT

I operate my practice in accordance with the Code of Professional Conduct of the Royal Town Planning Institute\*. Amongst other things, the Code requires that *'Before commencing work on any commission members shall ensure that their terms of engagement have been given and confirmed in writing to their clients and shall satisfy themselves that these terms have been accepted.'*

These Terms are to be read in conjunction with the covering Engagement Letter and the associated Proposal or Scope of Service (this may form part of the Engagement Letter itself). Together, these form the basis on which MJM Planning shall provide professional Planning services to you.

#### 1. Responsibility for Work

Mick McLoughlin MRTPI handles all professional Planning work directly thereby guaranteeing a senior level of professional planning expertise to all clients. Only in the event of illness or other incapacity will a change of personnel be unavoidable. In such circumstances clients will be informed promptly as to who will be handling their project.

MJM Planning can project manage the client's own named non-Planning specialist subcontractors e.g. landscape architects, engineers etc. All fees and charges submitted by such specialists shall be the responsibility of and payable by the client (excluding Barrister's fees – see section 2). Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs my liability for any claim shall be further limited to such sum as would be just and equitable for me to pay having regard to the extent of my responsibility for the loss or damage giving rise to such a claim.

#### 2. Professional Fees & Expenses

My charges are normally, primarily based on the time spent dealing with your Planning issue. This may include meeting with you and perhaps others; technical work set out in the Engagement Letter, Proposal or Scope of Service; research and survey work; considering, preparing and working on papers and reports; preparation and production of plans and graphic material; consultation with agencies; time spent travelling in connection with the project; producing and dealing with correspondence (including e-mails), and; making and receiving phone calls.

Details of the Practice's current fee rate are available on request from Mick. (The standard daily rate is based on 7 hours worked.) Charges are assessed in units of 6 minutes (one tenth of an hour). Time spent travelling to site or meetings is charged at a reduced rate, currently two-thirds of the prevailing fee rate.

Other expenses you are likely to have to pay for (which are not always possible to predict), are set out overleaf, with an estimate of their likely cost:

\* The Royal Town Planning Institute (RTPI) is the professional body which advances the art and science of town planning for the benefit of the public in the UK. It sets the standards of professional conduct and practice for planners acting as qualified Chartered Town Planners. (Membership of the RTPI as a Chartered Town Planner is an internationally recognised hallmark of professional Planning expertise and competence.)

<b>Item</b>	<b>Estimated Cost</b>
Travel by Car	40 pence per mile
Travel by Rail	Standard Class Tariff
Overnight Accommodation Minimum Charge (Outside London)	£55
Subsistence	At cost
Photocopying (monochrome)	10 pence per sheet
(colour)	At cost
Photography	At cost
Acquisition of Planning Authority Documents and Plans; Planning Appeal Decisions, and; Ordnance Survey Maps	At cost
Local Authority Charges for Pre-Application Meetings	At cost
Courier/Special Delivery Charges	At cost

I will write to you before I incur any substantial expenses to obtain your approval for expenditure and to request advance payment so that such major expenses can be met. Please note that I do not pay Planning Application fees on behalf of clients. Before instructing Counsel to act as your advocate at a Public Inquiry (which will only be done with your prior agreement), I will require you to pay me the anticipated cost of the Barrister's fees and expenses. I will hold this money in a separate account to be used only for this purpose or, if not required, to be fully refunded to you with any interest that has accrued. In the case of a planning appeal, fees must be paid by the client before the submission date of the appeal.

If all the work as set out in the Engagement Letter, Proposal or Scope of Service is not fully completed, MJM Planning will only charge for the actual work done and related expenses.

Projects can be charged on the basis of a fixed, all inclusive price. This approach is subject to negotiation. In determining an appropriate charge the following factors will be taken into account: the importance of the work to the client; the level of expertise, specialist knowledge, responsibility and innovation involved, and; any special circumstances such as the need for urgent action or the novelty of the matter. For such jobs, MJM Planning will require staged payments linked to the successful completion of each major phase of the project as set out in the Proposal.

It is possible to negotiate to secure a reduction in the standard hourly fee rate or initial fixed price estimate, in return for a success bonus or 'uplift' payable if your particular Planning objective for the project is achieved e.g. approval of planning permission or allocation of a site in a Development Plan.

### 3. Proposals

Proposals are normally provided for all sizes of Project setting out a Scope of Service and an Estimate of associated costs. Unless otherwise stated (and agreed), the Estimate will only be intended to give an indication of costs and not a fixed quotation. My acceptance of a client's instructions will usually be based on my Proposal and Clients are required to confirm that this and my Standard Terms of Engagement are accepted, as well as any additional terms set out in the covering Engagement Letter. (Sometimes the Engagement Letter will form the Proposal and Scope of Service.)

Where there is uncertainty over the amount of time involved and effort that may be required, MJM Planning may suggest a capped budget.

In accordance with the Royal Town Planning Institute's Code of Professional Conduct, MJM Planning shall notify you in writing before undertaking work or incurring fees or expenses additional to those previously agreed in the original Proposal document, and shall be satisfied that the necessary instructions have been received from you. Where circumstances arise that were not foreseen at the time of preparing the original Proposal necessitating work beyond the original Scope of Service (or

you request additional work to be undertaken), a formal Variation to the main Consultancy agreement will be prepared and agreed by both you and MJM Planning.

Where I have quoted a fixed price this will not be varied without your agreement.

If it is necessary to carry out additional work outside of the original Proposal/Scope of Service then this work will involve additional fees.

Any delay in receiving information, changes in Client's instruction or any matter outside my control which leads to additional work may result in an additional fee.

#### 4. Invoices and Payment

Invoices for fees and expenses will be sent to you, usually on a monthly basis or when the work is completed. (This may be varied in the case of large fixed price projects – see 2 above.) Invoices will be accompanied by a Note explaining the work covered and breakdown of the recorded hours spent on the project (unless a fixed price has been agreed).

Payment of invoices is due within 14 days of the date. If the bill is not paid within this time, MJM Planning reserves the right to charge interest on it at 4% above the prevailing Bank of England Base Rate on a daily basis, from the date of the bill. If you have any query about invoices please contact me straight away.

In the event of a payment not being made promptly, I may decline to act any further and issue a final invoice for the full amount of work done up to that point.

#### 5. Service Standards and Client Care

MJM Planning is confident of providing a high quality service in all respects. However, I aim to meet certain basic standards with regard to client care. These include returning telephone calls from clients during the course of the same day, ensuring clients receive copies of all substantive correspondence, responding to client's e-mails and correspondence of any sort on the same day that it is received and arranging appointments with clients without undue delay.

Please contact me if you feel these standards are not being met. In return, I ask that you respond to my requests promptly and pay my fees and expenses without delay. Clients have the peace of mind that complaints of professional misconduct or negligence against MJM Planning can be reported to the Royal Town Planning Institute and that the practice is fully insured to meet the costs of legitimate claims arising from such actions (see sections 1 and 9).

#### 6. Confidentiality and Privacy Statement

MJM Planning will treat any information provided by you as an input to the Proposal or subsequent to the Proposal being accepted, as confidential. However, any confidentiality agreement shall not cover any data or information which is already in the possession of MJM Planning, publicly available, subsequently legitimately supplied to MJM Planning by other parties and/or subsequently procured by MJM Planning using legitimate means.

Furthermore, MJM Planning will have the right to make general references to the Project in press releases or promotional materials.

Liability for breaches of confidentiality shall cease three years after completion of the Project.

In terms of the Data Protection Act 1998, MJM Planning will only maintain your personal details as a client in a manual filing system. During the Project this information will only be accessed, retrieved and used for the purpose of liaison with you. It will be kept for a reasonable period afterwards to occasionally contact you about my services. It will not be passed to third parties. You can choose not to receive marketing material from MJM Planning at any time.

#### 7. Termination

You may terminate the engagement in writing at any time. I will only stop acting for you with good reason and on giving you reasonable notice. Charges and expenses will be billed up to the date the engagement is terminated.

8. General

No responsibility is accepted for unavoidable errors or omissions, or matters beyond my control.

9. Limitation of Liability

I will endeavour to provide professional services with reasonable care and skill. However I will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or a failure of you or others to supply any appropriate information or your failure to act on my advice or respond promptly to communications from me or relevant authorities.

(See section 1 for the issue of net contribution.)

10. Law

Agreements under these Terms are subject to the Law of England and Wales.