

## STANDARD FEE AGREEMENT

- 1     **PRELIMINARIES** This agreement should be read in conjunction with Bluestone Planning Partnership Limited Liability Partnership's (LLP's) Instruction Confirmation Letter to the Client, which sets out further details of Bluestone Planning Partnership LLP's appointment. In the event of any ambiguity or conflict between the two, the terms of the Instruction Confirmation Letter will prevail.
- 2     The Client is the person, company, partnership, authority or other body that instructs Bluestone Planning Partnership LLP, orally or in writing. The contract and this agreement is between the Client and Bluestone Planning Partnership LLP.
- 3     The Client undertakes to engage Bluestone Planning Partnership LLP (trading as Bluestone Planning) to provide professional town planning services in accordance with the terms and conditions hereinafter mentioned and as set out in the Instruction Confirmation Letter.
- 4     **APPOINTMENT** Wherever possible the full extent of the appointment and the services to be provided will be agreed in writing prior to the commencement of any works. There may be situations however where this is impractical. In such circumstances Bluestone Planning Partnership LLP will provide the Client with written confirmation of the full scope of the works to be undertaken and the basis of their remuneration as soon as is practicable.
- 5     The Client is deemed to have accepted these terms by signing a fee agreement or by other written or oral confirmation, or when at the Client's request (whether written or oral) Bluestone Planning Partnership LLP takes an action or incurs any expense pursuant to the objectives referred to in the Instruction Confirmation Letter.
- 6     Bluestone Planning Partnership LLP shall perform their obligations and duties with reasonable care.
- 7     **FEES** Bluestone Planning Partnership LLP will calculate its fees for professional town planning services on a time-spent basis (including time spent travelling) subject to any other agreed basis as set out in the Instruction Confirmation Letter.
- 8     Where fee estimates are provided they are given subject to the assumptions on which they are based as set out in the Instruction Confirmation Letter.
- 9     Hourly rates are reviewed annually. However Bluestone Planning Partnership LLP reserves the right to review the rates on a more regular basis.
- 10    **DISBURSEMENTS** All costs associated with an instruction in respect of travel, accommodation, subsistence, Ordnance Survey copyright royalties and all other reasonable expenses will be charged to the Client at cost and are, for the avoidance of doubt and unless otherwise stated, additional to all quoted fee rates.
- 11    Telephone, facsimile, printing, photocopying, postage, Promaps, computer consumables will be charged at cost plus 5%. Where disbursements are incurred, a matter will attract a minimum disbursement of £25 + VAT.
- 12    Travelling expenses will be recovered at cost other than mileage, which will be charged at 55p per mile.
- 13    Planning application / building regulation fees and other charges levied by local authorities as part of the development process are excluded from the fee rates quoted and are the responsibility of and will be paid directly by the Client.
- 14    **VAT** All fees and costs quoted are exclusive of VAT, which will be added to each invoice at the prevailing rate.
- 15    **PAYMENT TERMS** Invoices will be rendered on an interim basis at appropriate intervals during the project unless otherwise agreed in writing with the Client at the point at which the instruction is confirmed.
- 16    Invoices are payable immediately (without any deduction by way of set-off or counterclaim or otherwise). If an invoice is not paid within 14 days of the date of the invoice:
  - a) Bluestone Planning Partnership LLP reserves the right to charge interest on the total amount payable at 3% over the Bank of England Base Rate from the date upon which the payment becomes overdue until the date on which payment is received in full; and
  - b) all other invoices submitted shall immediately become due and payable.
- 17    Bluestone Planning Partnership LLP shall be entitled to recover on a full indemnity basis any costs incurred by them in collecting overdue payments.
- 18    Bluestone Planning Partnership LLP reserves the right to retain all documents and any other items in their possession relating to any matter until all invoices are paid in full. Bluestone Planning Partnership LLP reserves the right to stop work (and instruct their agents to stop work) on all matters if any invoice on any matter shall be overdue for payment.
- 19    **TERMINATION** Subject to any fixed period of appointment that may be agreed between the Client and Bluestone Planning Partnership LLP either party may by notice in writing terminate this agreement by giving to the other 14 days notice in writing. These terms may only be varied by agreement in writing between Bluestone Planning Partnership LLP and the Client.
- 20    **CONFIDENTIALITY** Save as required by law or information which is at the time of the disclosure in the public domain, Bluestone Planning Partnership LLP agree to treat as confidential and not at any time and for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the Client's business affairs or finances without the Client's prior agreement in writing. Subject to paragraph 18, upon

written request Bluestone Planning Partnership LLP will deliver to the Client all working papers or other material supplied by him to Bluestone Planning Partnership LLP pursuant to this agreement.

- 21 Subject to the confidentiality provisions in paragraph 20, Bluestone Planning Partnership LLP reserves the right to use, reproduce and/or adapt work which it has produced in relation to all instructions.
- 22 **MISCELLANEOUS** Any notice required by this agreement to be given by either party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice. Bluestone Planning Partnership LLP's relationship with you is governed by English law and is subject to the jurisdiction of the English courts.
- 23 Bluestone Planning Partnership LLP is not authorised to provide financial advice by the Financial Services Authority. Bluestone Planning Partnership LLP is not authorised under the Financial Services and Markets Act 2000. Bluestone Planning Partnership LLP will not give and the scope of its instructions does not extend to providing investment services, to acting as your financial advisor or otherwise providing financial advice. The Client accepts all responsibility for any decisions taken in light of consultancy advice provided by Bluestone Planning Partnership LLP.
- 24 By accepting these terms you authorise Bluestone Planning Partnership LLP to hold and process personal data about you in the administration of our contractual relationship with you and in carrying out our professional duties pursuant to this agreement. Please see the Privacy Notice on the Bluestone Planning Partnership LLP website ([www.bluestoneplanning.co.uk](http://www.bluestoneplanning.co.uk)) for full details of the way we will hold and process your personal data.
- 25 Your continuing instructions will amount to your acceptance of these terms. Unless otherwise agreed, these terms will apply to any instructions on future matters that you give to Bluestone Planning Partnership LLP.
- 26 **PROPORTIONATE LIABILITY** Where you have other advisers acting for you on a matter as well as Bluestone Planning Partnership LLP, Bluestone Planning Partnership LLP's aggregate liability to you in respect of breach of contract, or breach of duty or for negligence or otherwise arising out of this appointment shall be limited to that proportion of the loss or damage suffered by you which is attributed to Bluestone Planning Partnership LLP having regard to the contribution to such loss or damage by any other person.
- 27 **COMPLAINTS** Bluestone Planning Partnership LLP aims to carry out Client's instructions in an efficient and professional manner. Whilst we hope that Clients will not have any cause for complaint we nevertheless recognise that, in isolated circumstances, such matters may occur. Any such complaints should be addressed initially to the Partners. The company has a complaints policy and procedure which can be supplied upon request.