

This Appointment will be in accordance with the terms set out below, except where changes are expressly agreed in writing:

In these Terms - "Terms" refers to these standard conditions of engagement.

"Appointment" refers to your engagement of us for the provision of the Work.

"DHA" or "We" or "Our" or "the Group" refers to DHA Planning Ltd (Company Registration No. 02683290, Registered Office Eclipse House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN), whether trading as DHA Planning, DHA Transport, DHA Urban Design or DHA Environment.

"Fee Proposal" means our estimate of our professional fees provided to You for the provision of the Work.

"Work" means the work detailed in our Fee Proposal or for which you have asked us to provide such proposal.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"You" or "Your" or "Client" refers to the client for whom we provide our services pursuant to these Terms. For the avoidance of doubt, the Client shall also include any subsidiary or associated person, firm, or corporate body (as the case may be) of the Client.

**THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THE EXCLUSIONS AND LIMITATIONS SECTION.**

**Professional Fees**

1. Your acceptance of our Fee Proposal constitutes an offer by You to purchase our services in accordance with our Terms. This offer will be deemed to be accepted by DHA when we issue written acceptance of such offer, at which point a contract between You and DHA shall come into existence.
2. Unless the Fee Proposal states otherwise:
  - a. The professional fees set out in our Fee Proposal are calculated on the basis of the time we anticipate will be spent in relation to the Appointment, and in accordance with our current hourly rates.
  - b. Fees for meetings with you, other members of the development team, representatives of local authorities or statutory consultees, or any other relevant party, are not included in the Fee Proposal unless otherwise stated and our time and expenses will be charged additionally at our current standard rates.
  - c. Fees associated with the management of sub-or other third party consultants are normally excluded from the Fee Proposal. Where costs are included they are subject to a 15% plus VAT handling fee.
  - d. Fee Proposals for work to support a Planning Application refer to a single application. Any work required for a re-submission or planning appeal, or in relation to the discharge of planning conditions, will require a separate fee agreement.
  - e. Expenses incurred by us in connection with the Work will be added to invoices. These include, but are not limited to: the purchase of Local Authority documents, publications and plans; pre-application fees charged by a local authority; planning appeal decisions; Ordnance Survey maps; highway definition and accident statistics; photocopying and plan printing; photography; communications charges; travel expenses and accommodation and subsistence when an overnight stay is necessary, which are charged at cost plus a handling fee; any costs associated in the procurement of a licence in your name for the use of relevant OS data, or other external data. We endeavour to purchase such items as cost effectively as possible and in the event that we require items of significant cost, we will seek your prior approval.
3. The Fee Proposal is only intended to give an indication of the likely fees to be incurred. It is not a fixed quotation, however we may in appropriate circumstances suggest a budget ceiling or an intermediate point (in time or budget) at which to review progress and agree further work.
4. If additional work is required beyond that specified in our Fee Proposal we will inform you in writing of the estimated cost of such additional work before any extra charges and expenses are incurred.
5. Fee Proposal will be subject to review in the event of delay, suspension or material extension of the time frame envisaged for provision of the services agreed under the Appointment.

6. We reserve the right to increase our prices on an annual basis with effect from each anniversary of the commencement of the Appointment in line with the Consumer Prices Index in the preceding 12-month period, and/or otherwise to reflect the change in our costs in delivering the service (for example, increased charges to reflect the promotion of individual employees involved in the delivery of services to you)
7. We may, at our discretion on any matter, require you to make a payment on account of our professional fees before we start any Work, and we may request further payments on account from time to time.
8. For new clients we may undertake a credit check via an accredited Credit Reference Agency. By accepting these Terms you consent to such checks being made.
9. Without affecting any other right or remedy available to us, if you fail to make a payment on account when asked to do so, we shall be entitled to suspend all work until payment has been made, and we further reserve the right, at our complete discretion, to terminate the Appointment with immediate effect by giving not less than 7 days' notice of our intention to do so.
10. If we have agreed with you that another consultant should be appointed to carry out work on a sub-contract basis, you shall have full responsibility for the payment of any fees, expenses or charges due to the said consultant(s).
11. Expenses & hourly rates are available on request.

**Amendments and Abortive Charges**

12. For pre-application enquiries to local/regional and national planning or highway authorities/consultees we will present such draft information to the officers as is appropriate (and agreed by the Client) in the expectation that there will be subsequent amendments leading to a design 'freeze' for a planning submission.
13. For planning applications and other formal submissions we will prepare the submission documents once a scheme has reached planning design freeze. If we incur abortive work arising from having to redraft or provide additional material as a result of:
  - a. being required to draft formal submissions before the scheme design is settled, i.e. while the scheme is still changing;
  - b. scheme amendments from yourself as Client being made after we are instructed to prepare or submit a planning document; or
  - c. local authority pre-application advice that was inaccurate in a material way, regardless of our independent advice on the matter;
14. We will alert you as soon as the situation arises and will seek additional fees to cover the extra work, based on hours worked or an extension to the fee agreement in place.

**Project Cancellation or Delay**

15. If the project is suspended or terminated by you, or any other person on your behalf, we will cease work and invoice for all work prepared or carried out up to that date.

**Client Responsibilities**

16. Where:
  - a. Any statutory fees are due to be paid to local authorities or other bodies in respect of any applications, appeals etc; or
  - b. Any Community Infrastructure Levy ("CIL") is payable;

It is the responsibility of the Client to ensure that they comply with the Community Infrastructure Levy Regulations 2010 (SI No 948) "the National CIL Regulations", including understanding how the CIL regulations apply to a specific development proposal and submitting all relevant information.

We can only provide indicative guidance on CIL matters as they relate to the planning process, based on information provided to us. CIL is levied on development under separate regulations, namely the Community Infrastructure Regulations 2010 (as amended), if you have any questions or concerns in relation to your CIL liability, we recommend that you seek appropriate legal advice.

We are unable to provide detailed CIL advice, for example advice on legal matters arising from the interpretation of the Regulations where such matters would affect your potential liability. Any guidance provided relating to potential liability and / or exemption is given indicatively only; it is the Clients responsibility to confirm the position, which will also be subject to the final calculation of the CIL by the Charging Authority (having the meaning given in s206 of the Planning Act 2008) (and any subsequent appeal, as the case may be).

Responsibility for the accurate completion of the relevant forms and adherence to the process, including any fees due remains the sole responsibility of the Client and or the party assuming CIL liability. Subject to clause 32 below, we will not accept liability in relation to CIL issues, including for any surcharge or matters arising from the non-service or incorrect completion of relevant forms.

#### Invoices and Payments

17. Invoices will be submitted on either an agreed trigger point or on a monthly basis, unless otherwise agreed. VAT will be applied at the standard rate to all invoices.
18. Unless otherwise stated payment is due within 14 days in full and cleared funds. If any invoice is not settled in 28 days, we reserve the right to require you to settle all other outstanding invoices in relation to any other work, regardless of any agreed payment period.
19. If the invoice is unpaid after 28 days, we reserve the right to charge interest on it at 4% above the prevailing Bank of England Base Rate (and if the rate is below 0%, at 4%) on a daily basis, from the due date of the invoice until the payment of the overdue sum.
20. Queries about invoices should be raised immediately by contacting payments@dhaplanning.co.uk or calling our Finance Team on 01622-776226. All queries relating to invoices must be raised within 5 working days of receipt and, if not, will be deemed to be agreed by the Client.
21. For the avoidance of doubt, you are responsible for payment of the invoices even if another person has agreed to pay them for you, or if we have issued the invoices to a related party at your request. If applicable, you agree that all invoices will be enforceable against you as if you were the named billing entity on the invoice.
22. Without affecting any other right or remedy available to us if payment of any invoice is not made in accordance with these Terms, we reserve the right to suspend all work and terminate any appointment.

#### Confidentiality

23. Subject to the following, we will treat all information about you and your business in confidence and not disclose it to anyone outside the Group without your consent. However, you consent to that disclosure:
  - in the proper handling of your work;
  - on a confidential basis to auditors who make random checks of files;
  - to our bankers to facilitate payments on your behalf;
  - to our Professional Indemnity Insurers; and
  - where compelled by professional regulations or pursuant to a requirement of law or order of the court.
24. Information contained in the Appointment is commercially sensitive and is provided to you in confidence. You must advise us if any requests are made under the Freedom of Information Act 2000 to disclose this information. You will not disclose any commercially sensitive information given by us, including technical solutions and commercial terms and information, and will consult with us before any act of disclosure is contemplated, as disclosure is likely to be prejudicial to us.

#### Publicity

25. Unless otherwise agreed, by signing these Terms you agree to DHA using information about the work we have undertaken on your behalf for promotional and marketing purposes. This includes images that you have provided and reference to the site and company name, although we will not name private individuals.

#### Data Protection

26. DHA will comply with all applicable requirements of UK GDPR and other relevant data protection legislation. In the event that we are handling any of your personal data, we will do so only in

accordance with our privacy policy, which is available upon request.

27. By signing these Terms you consent to data about You being stored and processed in the context of our business, including our marketing database.

#### General Conditions

28. DHA prides itself on delivering a quality service and on maintaining high standards of client care. Your instructions will be pursued diligently and professionally, however, you accept that outcomes cannot be guaranteed owing to the nature and inherent uncertainties of planning procedures, decision-making and the applicable legislation.
29. You undertake to assist us, where possible, by supplying all requested relevant and necessary information, documents, plans, material etc. within a reasonable time. We shall not be held responsible for any delays incurred while awaiting such information, or for any other circumstances or matters beyond our reasonable control.
30. We require accurate ownership details in order to make sure any application, drawings, designs, enforcement, planning agreement and CIL declaration complies with legal requirements. You are responsible for informing us should there be any reason to doubt that you have full title to all relevant property.

#### Exclusions and Limitations

31. References to liability include every kind of liability arising under or in connection with the contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
32. We do not limit our liability arising from fraud or liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or in any way excludes or restricts liability other than as permitted by law.
33. We exclude any liability for any claim or claims arising out of or in connection with pollution and contamination, including but not limited to asbestos. We have no responsibility to advise on the presence of asbestos or any direct or indirect effects of asbestos.
34. We maintain Professional Indemnity Insurance at the level of £5 million unless cover is not available at commercially acceptable rates. The limits and exclusions in this clause reflect the insurance cover DHA has been able to arrange and You are responsible for making your own arrangements for the insurance of any excess loss. Terrorism risks are currently excluded from Professional Indemnity Insurance cover.
35. Subject to clause 32, DHA's total liability to You for all loss or damage shall not exceed 10 times the fee set out in the Fee Proposal or £1,000,000, whichever is the lesser.
36. Subject to clause 32, this clause sets out the types of loss that are wholly excluded:
  - a) Loss of profits,
  - b) Loss of sales or business,
  - c) Loss of agreements or contracts,
  - d) Loss of anticipated savings,
  - e) Loss of use or corruption of software, data or information,
  - f) Loss of use or damage to goodwill; and
  - g) Indirect or consequential loss.

#### Use of AI

37. We may use artificial intelligence-enabled tools to assist with certain administrative or technical aspects of our work. AI tools are not used to generate professional opinions, advice, judgements or recommendations. All outputs produced with the assistance of AI are reviewed, verified and approved by our staff before being issued.
38. We remain fully responsible for the accuracy, quality and compliance of all our work, regardless of whether AI tools were used in the process.
39. The use of AI does not alter our contractual obligations, professional duties or liabilities to clients.

#### General and Boilerplate

40. **Rights of third parties.** This Agreement is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.



- 41. **Entire Agreement.** The Appointment constitutes the entire agreement between us relating to the Services to be provided and supersedes any previous agreements or arrangements and undertakings between the parties in respect of the provision of Services. You acknowledge that in entering into the Appointment it has not relied on any representation, warranty or undertaking, save as set out in the Appointment. Neither of us will have any claim in misrepresentation against the other, save in respect of any representation, warranty or undertaking set out in the Appointment or made fraudulently by the other party.
- 42. **Directors.** Where reference is made in the Appointment or otherwise in the course of your dealings with us to a person being a "Director", that title means the person who is acting as Director of DHA Planning Group, trading as "DHA Planning", "DHA Transport", "DHA Urban Design", "DHA Environment" or "DHA Group" and does not in any way purport to hold them out as partners in a partnership or Directors in a company.
- 43. **Governing law and jurisdiction.** This contract is governed by the laws of England and Wales and the parties agree to submit irrevocably to the exclusive jurisdiction of the courts of England and Wales to settle any dispute arising out of or in connection with the contract or its formation.

Complaints

- 44. If you are unhappy about any aspect of the service you have received or about any invoice, you should contact the person with day to day responsibility for your project.
- 45. This complaint will then be dealt with under the guidelines of our Clients' Complaints Procedure.
- 46. If you remain dissatisfied then you should contact the Managing Director in writing or by telephone with full details of your complaint. We will investigate your complaint promptly and thoroughly and provide a response in writing.

Agreement

- 47. Unless otherwise agreed, these Terms apply to any future instructions you give us.
- 48. Your continuing instructions to us will amount to your acceptance of these Terms.

Client acceptance

Signature:.....

Print Name:.....

On behalf of (entity) :.....

Job Title:.....

Date:.....