



Trading address:

**Darryl Howells Planning Consultancy**  
Unit 6, The Axiom Centre  
Dorchester Road  
Lytchett Minster  
Dorset  
BH16 6FE

## CONTRACT OF ENGAGEMENT

This Contract of Engagement is made on \_\_\_\_\_ and is entered into by: -

\_\_\_\_\_

and

Darryl Howells Planning Consultancy Limited at 17 Glasshouse Studios, Fryern Court Road, Fordingbridge, Hampshire, SP6 1QX

The following standard condition of engagement will apply to the contract between the parties unless specifically amended in writing by the Company prior to the commencement of works.

The Client is the person, company, authority, agency, or other body who instructs the Company to carry out works.

### 1. Definitions and Interpretations

- 1.1 For all the purpose of this agreement, the terms defined in the clause shall have the meaning specified
  - Client - \_\_\_\_\_
  - Company - Darryl Howells Planning Consultancy Limited (DHPC)
- 1.2 The Company is operated in accordance with the Royal Town Planning Institute's rules and professional code of conduct, details of which are available online at <https://www.rtpi.org.uk/>
- 1.3 Charges: the charges payable by the Client for the supply of the Services in accordance with clause 7.
- 1.4 Conditions: these terms and conditions can be amended from time to time, in accordance with clause 24.
- 1.5 Contract: the contract between the Company and the Client for the supply of Services in accordance with these Conditions.

- 1.6 Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.7 Order: the Client's order for Services, the Client's written acceptance of a Fee quotation by the Company, or other agreement, as the case may be, the Client will send confirmation of their instruction by email to [darryl@dhpc.co.uk](mailto:darryl@dhpc.co.uk) (*unless the instruction is confirmation by use of Xero accounting system link attached to fee quote email*) and return it to the Company as confirmation of their instruction.
- 1.8 Services: the services, supplied by the Company to the Client as set out in the Specification.
- 1.9 Documents: all documents prepared and produced by the company will be in a.pdf format, unless the client requests a paper copy of any document.

## **2. Basis of Contract**

- 2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.2 The Contract constitutes the entire agreement between the Parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Company which is not set out in the Contract.
- 2.3 Any samples, drawings, descriptive matter, or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued, or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

## **3. Supply of Services**

- 3.1 The Company shall supply the Services to the Client in accordance with the attached letter which may be amended by agreement between the Company and the Client.
- 3.2 The Company shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

- 3.3 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Client in any such even.
- 3.4 The Company hereby confirm that all actions undertaken will be in the best interests of the Client, and shall be offered in a professional, honest, and independent manner.
- 3.5 In accordance with the Royal Town Planning Institute's Code of Professional Conduct, any additional work not covered in the Fee Quotation, will be subject to a separate Fee Quotation to be agreed with the client in writing, before any additional or chargeable work is undertaken by the Company.
- 3.6 Where it is necessary to employ separate consultants or seek specialist advice, the Client shall be fully responsible for the instruction of such services and payment of any fees, expenses or charges that are incurred.
- 3.7 The work specified as being included is covered in the Fee Quotation. The list of actions included as 'not included' is not an exhaustive list and may include others, depending on the project and the time necessary to resolve the issue.

#### **4. Client Obligations**

- 4.1 The Client shall:
  - (a) ensure that the terms of the Order are complete and accurate.
  - (b) co-operate with the Company in all matters relating to the Services.
  - (c) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.
- 4.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
  - (a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client;
  - (b) default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
  - (c) the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - (d) the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

## **5. Limitation of Liability**

### **5.1 No claims to be made against individual partners and employees of the Company**

Subject to clause 5.8, no partner or member of staff of the Company will have any personal liability for work undertaken for you. The Client agrees not to bring any claim personally against any individual partner or member of staff in respect of any loss which you suffer or incur, directly or indirectly, in connection with our services. This will not limit the Company own liability for its acts or omissions. This provision is intended to benefit such partners and members of staff, who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **5.2 Liability to persons who are not the client of the Company**

Subject to clause 5.8, we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

### **5.3 Liability limited to £500,000.00**

Subject to clause 5.8, our liability for losses arising out of, or in connection with, our Contract of Engagement (including legal costs you incur in pursuing recovery of the losses and including interest) shall be limited to the sum of £500,000.00 in respect of any claim against us. In defining what a claim is for the purposes of this clause, all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related cases or transactions, similar acts or omissions in a series of related cases or transactions, and all claims against us arising from one case or transaction, shall be regarded as one claim.

### **5.4 Proportionate liability**

Subject to clause 5.8, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fair and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party.

### **5.5 Effect of limitation or exclusion of liability you agree with another person**

We could be affected by any limitation or exclusion of liability which you agree with another of your advisers or any other third party in connection with a case on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, (for example by way of contribution) or restrict the amount of damages that you might recover from them directly. Subject to clause 5.8, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for an amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability which you have agreed with that adviser or third party.

### **5.6 Making a claim against another person who is or may be liable**

Subject to clause 5.8, if there is another adviser or person who is liable (or potentially liable) to you in respect of the same loss as you claim from us then you will at our request join that person in any proceedings brought against us as soon as reasonably practicable following our request. This is subject to any legal prohibition against your joining them in that way.

**5.7 Complying with our obligations under statutory obligations and the money laundering legislation**

Subject to clause 5.8 we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report cases to the relevant authorities under the provisions of the money laundering legislation.

**5.8 Qualification to limitation of liability**

Nothing in these Terms excludes or restricts liability for:

- 5.8.1 Death or personal injury caused by breach of duty, negligence, or the negligence of its employees, agents or subcontractors;
- 5.8.2 Losses caused by the fraudulent misrepresentation, dishonesty, wilful default or reckless disregard of professional obligations committed by any director, partner or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time.
- 5.8.3 Subject to clause 5.8:
- (a) the Company shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - (b) the Company's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the client for the Services rendered.
- 5.8.4 Outline planning applications are frequently required to be supported with indicative layouts or illustrations of principles of development. Whilst every effort is made to ensure accuracy, these drawings are intended to serve as a guide to the broad nature, density and composition of development and should not be regarded as definitive.
- 5.8.5 Final development schemes may show more or less development than the original indicative layouts depending on the development control criteria prevailing at the time of implementation of the final scheme.
- 5.8.6 The Company will not be liable for any errors or omissions which may result from the information supplied on planning histories, site survey information etc by Local Authorities, Statutory Undertakers, and other relevant bodies.
- 5.8.7 Any documents, text or drawings prepared by the Company under this Agreement that could be affected by either the Property Misdescriptions Act 1991 or the Property Misdescriptions (Specified Matters) Order 1992 should not be included in any statements about land (which includes buildings) offered for sale without the information being cleared with the Director in charge of the project.

## **6. Reasonableness of limit**

- 6.1 The Company believes the limitations on our liability we have set out are reasonable having regard to the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future, but should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options for you, including the option of providing further cover at additional cost.

## **7. Charges and Payments**

- 7.1 The Company will issue an invoice at the appropriate stage during the project. A first stage invoice shall be issued following confirmation of instruction by the Client, and its payment due within 7 days of its publication to the client, unless otherwise agreed in writing by the Company; and will be paid in full prior to any work occurring. The second / third stage invoice(s) issued will be payable by the Client within 14 days of its publication to the Client, unless otherwise agreed in writing by the Company.
- 7.2 At the discretion of the Company where invoices relate to smaller amounts of fee income, notwithstanding clause 7.1, the company reserves the right to issue a single invoice if considered appropriate, to seek payment in full of the fee quotation offered. That invoice shall be issued following confirmation of instruction by the Client, and its payment due within 7 days of its publication to the Client, unless otherwise agreed in writing by the Company.
- 7.3 Payment of all invoices sent by the Company is to be undertaken by bank transfer only (details to be provided on the invoice).
- 7.4 Any work conducted outside of the agreed fee structure will be charged on a quantum meruit basis.
- 7.5 There are three bases of charge which may be referred to in our engagement terms. They are "Fixed Fee", "Time Basis" and "Agreed Fee".

### **7.6 Fixed Fee**

- 7.6.1 This will be a stated fixed amount. This fee is payable at the conclusion of the contract, or an agreed stage being reached. These rates are exclusive of VAT.

### **7.7 Time Basis**

- 7.7.1 Our charge will be calculated by reference to all time spent by the Company on the contract. This will include meeting you and where appropriate others, considering, preparing and working on papers, correspondence, making and receiving telephone calls, research, internal consultations and travelling. Such time is at the hourly rates applicable to the relevant individual conducting the work. You will be notified by email or letter of the rates chargeable by Company dealing with your case. These rates are exclusive of VAT. Charging rates will be reviewed from time to time and you will be notified of any changes as soon as reasonably possible.

## 7.8 **Agreed Fee**

- 7.8.1 An agreed fee is a fee that cannot be varied upwards and is payable whether or not the works are approved. These rates are exclusive of VAT.

## 7.9 **Estimates**

- 7.9.1 Unless you are being charged on a fixed fee or agreed fee basis, any indication of fees is an estimate only (whether stated to be an estimate or quotation). Any fixed fee or estimate will only apply to the work covered by your initial instruction(s), and we reserve the right to vary the estimate or our fee if the scope or nature of those instructions' changes. Whilst we will endeavour to ensure that estimates are as accurate as possible the actual fees that are incurred will be subject to factors outside our control and you should therefore treat any estimate as a guide only. We cannot guarantee that the final charge will not exceed the estimate. We will be entitled to charge for all time spent even if it transpires that our estimates understate the level of fees properly incurred in the case. We will let you know if our initial estimate is likely to be exceeded and provide an updated estimate at the same time.

## 7.10 **Contingency Fees**

- 7.10.1 Unless expressly agreed otherwise, no work is undertaken on a contingent basis our fees are payable in full whether or not the proposed work(s) are approved.

## 7.11 **Expenses and Disbursements**

- 7.11.1 Unless agreed otherwise we will expect all disbursements to be paid upon invoice. At the outset of the service, we will advise you of the disbursements that are likely to be incurred and their likely timescale. Should you fail to pay disbursements when requested, we shall be entitled to determine the Contract of Engagement with immediate effect.
- 7.11.2 All fee proposals exclude Planning Application, Building Regulation and Local Authority consultation fees and third party consultant and/or survey costs. Such fees will be paid directly by the Client to the Local Authority concerned. Where a fee stage is related to a local Authority decision, this is understood to be a committee resolution rather than the issue of a decision notice which may be related to other legal agreements.
- 7.11.3 By its nature the Planning Permission itself is beyond the Company's control; no guarantee that it will be granted can be given.
- 7.11.4 If the Client fails to make any payment due to the Company under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Client shall pay the interest together with the overdue amount. If that payment is not made by the due date, the Company retains the right to stop all work in respect of the Contract.

- 7.11.5 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 7.11.6 All fees and expenses are exclusive of VAT which will be charged where applicable at the appropriate rate.

## **8. E-mail Communication**

- 8.1 We are constantly reviewing and upgrading our e-mail technology to ensure that we can communicate with you as effectively as possible by e-mail with the minimum risk of virus infection. However, e-mail carries some inherent risks, namely potential lack of security and lack of authenticity. Further, where sender and recipient use different internet service providers, there can be no guarantee of prompt transmission and incompatibility may also create delivery problems. Notwithstanding these potential problems, the vast majority of e-mail communication is secure and prompt. We are nevertheless required to advise you of these potential risks.
- 8.2 If you ask us to communicate by e-mail or send us an e-mail, you will be deemed to have accepted the inherent risks in e-mail communication and we shall have no liability for any losses arising from such risks.

## **9. Terrorism Act 2000, Proceeds of Crime Act 2002, and Money Laundering Regulations 2017**

- 9.1 Our obligations by virtue of the legislation and regulations we are required to:
- 9.1.1 Verify your identity on the basis of documents, data or information from a reliable and independent source;
- 9.1.2 Identify any person who is classified by the regulations as a 'beneficial owner' and take reasonable measures to verify any beneficial owner's identity, to include taking reasonable measures to understand the ownership and control structure of any individual, trust, company, foundation, charity or similar arrangement;
- 9.1.3 Obtain information on the proposed and intended nature of the Contract of Engagement and business relationship and so far as it is reasonable satisfy ourselves that the funds which relate to the case we are instructed upon are legitimate;
- 9.1.4 Continue to monitor the transaction and keep identity information up to date;
- 9.1.5 Report to the relevant authority if we have any knowledge or suspicion that an offence under the above legislation or regulations may be or has been committed.
- 9.1.6 Failure by us to comply with these obligations may result in a criminal prosecution against us. To enable us to comply with our duties we may ask for evidence of identity and we may ask you detailed questions concerning the source of any relevant funds.



## 9.2 **Electronic Due Diligence**

- 9.2.1 We may make use of internet-based searches of extant databases to help ascertain your identity and any money laundering risks. Unless you contact us after being advised how to access these terms to inform us that you object to the use of such searches it will be deemed that you consent to their use.

## 9.3 **Reporting Obligations**

- 9.3.1 We are professionally and legally obliged to keep your affairs confidential. However, we are required by statute to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we have any concerns about the legitimacy of the funds or the legitimacy of the case, we are obliged to either terminate the Contract of Engagement or make a notification to the authorities. Such a disclosure is required under the legislation and is an exception to our normal duty of confidentiality. Accordingly, we shall not be liable for any loss that you may suffer as a result of our complying with any statutory or regulatory provisions, even if it ultimately transpires that no offences were being committed.

## 10. **Confidentiality**

- 10.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents, and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.
- 10.2 We will at all times keep your business confidential, subject to:
- 10.2.1 Any disclosure obligations which may be imposed on us by law, such as the money laundering legislation;
- 10.2.2 Documents and information relevant to any claim or potential claim being supplied to our professional indemnity insurers in the event of our having to inform our insurers of any notifiable circumstances under the terms of our policy; and
- 10.2.3 The review of your files in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business.

- 10.3 By accepting these terms, you consent to disclosure of your files of papers in the above circumstances on the basis that the third parties involved will be required to maintain confidentiality in relation to your files.
- 10.4 We sometimes engage other companies or people to provide certain support functions and to provide additional services, such as Solicitors, Bailiffs and Track and Trace Agencies. We may also refer our files to an expert for specialist advice.
- 10.5 You agree to waive confidentiality in respect of your name, address and details of unpaid invoices in so far as such a waiver of confidentiality is necessary to enable the firm to charge its book debts or enter into any factoring agreements or instruct other solicitors to collect any debt.
- 10.6 The Company understands that the Client may possess Proprietary Information (as defined below) which is important to its business and that this Agreement creates a relationship of confidence and trust between the Company and the Client with regard to Proprietary Information.
- 10.6.1 For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Client, or is developed, created or discovered by the Company while performing Services, or which became or will become known by, or was or is conveyed to the Client which has commercial value in the Client's business. "Proprietary Information" includes, but is not limited to, trade secrets, designs, technology, know-how, works of authorship, source and object code, algorithms, processes, data, computer programs, ideas, techniques, inventions (whether patentable or not), business and product development plans, customers, customer lists and other information concerning the Client's actual or anticipated business, research or development, personnel information, terms of compensation and performance levels of Client employees, or information which is received in confidence by or for the Client from any other person. The Company understands and agrees that this consulting relationship creates a relationship of confidence and trust between the Client and Company with respect to Proprietary Information.
- 10.6.2 At all times, both during the term of this Agreement and after its termination, the Company will keep in confidence and trust, and will not use or disclose, any Proprietary Information without the prior written consent of an officer of the Client, except as may be necessary in the ordinary course of performing the Services under this Agreement.
- 10.7 We will be entitled to keep your papers whilst there is still money owed to us for fees and expenses. Once our bills have been paid and with the exception of those papers that you request to be returned to you, we will retain papers arising from our work for you in storage for a minimum of 6 years from the date on which our file is archived. At the end of that 6-year period those papers may be destroyed by us without reference to you. You should therefore make special arrangements with us for any documents that you would like us to retain for a longer period of time and in particular to ensure the permanent retention of papers.
- 10.8 We will retain all electronic data for at least 6 years after which we will take all reasonable steps to destroy such data unless we are satisfied that there is good reason for retaining it. This provision may change without reference to you if there are changes to the relevant legislative or regulatory requirement.

- 10.9 You may instruct us to retain data for periods longer than those specified above at any time.
- 10.10 We may make a charge for the recovery, production, copying, delivery or reading of papers and for dealing with any correspondence in respect of papers held in storage.
- 10.11 The copyright in all documents prepared by us and our publications and practice notes are and shall remain our property.

## **11. Data Protection**

- 11.1 Please see our Privacy Statement for Clients and Privacy Statement for Website Users posted on our website.

## **12. Storage of papers and Retention of Data**

- 12.1 We will be entitled to keep your papers whilst there is still money owed to us for fees and expenses. Once our bills have been paid and with the exception of those papers that you request to be returned to you, we will retain papers arising from our work for you in storage for a minimum of 6 years from the date on which our file is archived. At the end of that 6-year period those papers may be destroyed by us without reference to you. You should therefore make special arrangements with us for any documents that you would like us to retain for a longer period of time and in particular to ensure the permanent retention of papers.
- 12.2 We will retain all electronic data for at least 6 years after which we will take all reasonable steps to destroy such data unless we are satisfied that there is good reason for retaining it. This provision may change without reference to you if there are changes to the relevant legislative or regulatory requirement.
- 12.3 You may instruct us to retain data for periods longer than those specified above at any time.
- 12.4 We may make a charge for the recovery, production, copying, delivery or reading of papers and for dealing with any correspondence in respect of papers held in storage.

## **13. Novation**

- 13.1 We may transfer all rights and obligations under any contract with you to any successor to the firm in the context of its business in the event that such a successor, whether it be a partnership, limited liability partnership, or body corporate takes on the business of the Company. By continuing to instruct us having been notified of these Terms of Business you agree to the future novation of any contract you have with us in favour of the successor entity.
- 13.2 This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, the Client may be merged, or which may succeed to its assets or business.

#### **14. Intellectual Property Rights**

- 14.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.
- 14.2 The Client acknowledges that, in respect of any third-party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Company obtaining a written license from the relevant licensor on such terms as will entitle the Company to license such rights to the Client.

#### **15. Termination**

- 15.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.
- 15.2 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 28 days written notice. Termination by the Client will be subject to payment of the outstanding fees and expenses.

#### **16. Consequences of Termination**

- 16.1 On termination of the Contract for any reason:
  - (a) the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt;
  - (b) the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

#### **17. Force Majeure**

- 17.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 17.2 The Company will give immediate notice to the Client of any Force Majeure Event which makes it impracticable to carry out any of the Services and agree a suitable course of action with the Client.

17.3 The Company shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

## **18. General**

18.1 Assignment and other dealings.

18.2 Neither the Client of the Company may assign this Agreement without the express written consent of the other party.

## **19. Notices**

19.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

19.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one business day after transmission.

19.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19.4 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19.5 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **20. Severance**

20.1 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 20.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **21. Waiver**

- 21.1 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **22. No Partnership or Agency**

- 22.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

## **23. Third Parties**

- 23.1 A person who is not a party to the Contract shall not have any rights to enforce its terms.

## **24. Variation**

- 24.1 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.

## **25. Governing Law**

- 25.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

## **26. Jurisdiction**

- 26.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**THE CLIENT**

Signed for and on behalf of the Client: \_\_\_\_\_

Print Name: \_\_\_\_\_

**THE COMPANY**

Title: Darryl Howells Planning Consultancy Limited

Signed for and on behalf of the Company:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Print Name: Darryl Howells