

# Stuart Todd Associates

planning | policy | strategy | partnership

## STANDARD TERMS & CONDITIONS

Thank you for instructing Stuart Todd Associates Limited. Stuart Todd Associates Limited will provide professional and independent planning support and advice in good faith, in a timely manner and in accordance with our agreed fee proposal. Any chartered town planner working for Stuart Todd Associates Limited, and any of our Associates who are Members of the Royal Town Planning Institute (MRTPI), will adhere to the RTPI's professional Code of Conduct, available to view on the [RTPI website](#).

### 1. General Conditions

1.1 All engagements accepted by Stuart Todd Associates Limited are subject to the following terms of engagement except where changes are expressly agreed in writing. No amendment or variation to these terms and conditions shall be binding on Stuart Todd Associates Limited unless in writing signed by Stuart Todd and a duly authorised representative of the Client. These terms and conditions supersede all other oral and/or written communications, representations, agreements or undertakings and any such communications, representations, agreements and undertakings which are not expressly contained in these terms and conditions shall not be deemed incorporated herein.

1.2 For the purposes of these terms and conditions, the services to be provided by Stuart Todd Associates Limited ("the Services") and the fees and other charges or expenses to be paid by the Client shall be as set out in the offer letter, fee proposal, tender or other document supplied by the Client in connection with these terms and conditions.

Office / Postal Address: 50 Port Stanley Close, Norton Fitzwarren, Taunton, Somerset, TA2 6FD.

Company Registered Address: 18-22 Angel Crescent, Bridgwater, Somerset, TA6 3AL

Company Registration Number: 08284517

VAT Registration Number: 198 1151 91

1.3 Every care will be taken when carrying out Client instructions. No responsibility is accepted for errors or matters beyond our reasonable control.

1.4 Stuart Todd Associates Limited operates and undertakes contracted work in a professional manner and in good faith. Stuart Todd Associates Limited will observe the byelaws, regulations and ethical guidelines of the Royal Town Planning Institute and accept instructions to act for you on the basis that Stuart Todd Associates Limited will in accordance with those guidelines. Copies of the RTPIs Code of Professional Conduct are available from the RTPIs website [www.rtpi.org.uk](http://www.rtpi.org.uk).

## **2.0 The Services**

2.1 Stuart Todd Associates Limited shall perform the Services with all reasonable skill, care and diligence, but no liability shall attach to Stuart Todd Associates Limited in respect of the Services except such liability as covered by their Professional Indemnity Insurance (see clause 3.1).

2.2 No liability shall attach to Stuart Todd Associates Limited either in contract or in tort for loss injury or damage sustained as a result of the act, omission or insolvency of any person other than Stuart Todd Associates Limited and Stuart Todd Associates Limited shall not be liable to indemnify the Client in respect of any claim made against the Client for any such loss injury or damage.

2.3 Stuart Todd Associates Limited's liability shall be limited to that proportion of any loss or damage suffered by the Client as it would be just and equitable for Stuart Todd Associates Limited to pay having regard to the extent of Stuart Todd Associates Limited's responsibility for the same and on the basis that all other persons liable for the same damage shall be deemed to have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.

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### **3.0 Insurances**

3.1 Stuart Todd Associates Limited shall have and keep in effect Professional Indemnity Insurance of a minimum of up to £1,000,000, Public Liability Insurance up to £5,000,000 and Employer's Liability Insurance. Copies of certificates for these insurances are held in our office and are available on request.

### **4. Limitation of liability**

4.1 Stuart Todd Associates Limited will endeavour to provide professional services with reasonable care and skill. However, Stuart Todd Associates Limited 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 our advice or respond promptly to communications from us or relevant authorities.

### **5. Fees, Invoices and Payment**

5.1 Our fees are calculated on the basis of the time spent on your affairs and on the level of skill and responsibility involved. A break-down of hourly / daily rates, disbursements, etc. will be provided to the client as part of the fee proposal, tender or alongside these terms and conditions.

5.2 The fee proposal, tender and / or contract sets out costs which are inclusive of the fee.

5.3 Stuart Todd Associates Limited shall be entitled to payment of additional fees and to reimbursement of any expenses and disbursements incurred for any additional work arising outside of the agreed Services / fee. Stuart Todd Associates Limited will provide an estimate of such fees for the Client before commencing any additional work.

5.4 An invoicing and payment schedule will be agreed with the Client on confirmation of the

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agreement of contract. Any changes to the agreed payment schedule will be agreed between Stuart Todd Associates Limited and the Client prior to those changes coming into effect.

5.5 Invoices will be submitted as agreed in the fee proposal, tender and / or contract and prompt full payment is appreciated within 30 days of the date of each invoice. After this time, unless agreed through prior arrangement, overdue accounts will subject to a service charge of 1% of the fee per month. Stuart Todd Associates Limited reserves the right to suspend work on projects on-going where accounts are outstanding.

5.6 All fees shown are exclusive of VAT and VAT shall be payable in addition.

## **6. Sub-contracting**

6.1 Stuart Todd Associates Limited shall not sub-contract any part of the commission without first receiving approval from the client with a clear understanding of fees and responsibilities.

6.2 Stuart Todd Associates Limited shall have no liability for the acts or defaults of any person it introduces or recommends to the client who is not engaged by Stuart Todd Associates Limited as a sub-contractor.

## **7. Assignment**

7.1 The Client may not assign or transfer all or any part of the contract without the written consent of Stuart Todd Associates Limited. Stuart Todd Associates Limited may not assign or transfer any part of the contract without the written consent of the Client.

7.2 Neither the Client nor Stuart Todd Associates Limited confers or purports to confer on any third party any benefit or any right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.

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**8. Suspension and/or Termination**

8.1 The Client or Stuart Todd Associates Limited shall be entitled to suspend or terminate the performance of the Services in the event that distress or execution is levied or threatened upon any of the other's property or any judgement against the other remains unsatisfied for more than 14 days or the other (being an individual) is bankrupt or unable to pay his debts or seeks an arrangement with his creditors, or the other (being a company) has an administrator appointed of it or a receiver or manager or administrative receiver is appointed of it or any of its assets or it enters into liquidation or it proposes or makes any voluntary arrangement with its creditors: any petition is presented or any resolution passed or any steps or proceedings taken which may lead to any of the foregoing occurrences; the other is or is deemed to be insolvent or unable to pay its debts; or, the other ceases to carry on business.

8.2 The Client or Stuart Todd Associates Limited shall be entitled to terminate performance of the Services upon serving written notice on the other to that effect, if the other, being in breach of its obligations hereunder in any material respect, has failed within 30 days of the service of such notice to remedy such breach or breaches.

8.3 If performance of the Services has been suspended or terminated:

- a) Stuart Todd Associates Limited shall be entitled to send an invoice to the Client for all outstanding fees for the Services performed (whether wholly or in part), expenses and other disbursements incurred up to the date of suspension or termination; and,
- b) The Client shall compensate Stuart Todd Associates Limited for all subsequent and consequential expenses and disbursements incurred or properly to be incurred in consequence of suspension or termination, unless such suspension or termination by the Client results from a wrongful act or omission of or by Stuart Todd Associates Limited or sub-contractor(s) employed by them whether such act or omission be contractual or otherwise..

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**9. Complaints**

9.1 Any concerns over the level of service received will be dealt with in the first instance by the Director of Stuart Todd Associates Limited, Stuart Todd. A copy of the company's complaints handling procedure is available on request.

**10. Law**

10.1 These terms and conditions and any contracts between the Client and Stuart Todd Associates Limited are governed by English Law.

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Thank you for instructing Stuart Todd Associates Limited.

Please sign overleaf, retain one copy and return the other to Stuart Todd Associates Limited at our postal / office address or via email to [stuart@stuarttoddassociates.co.uk](mailto:stuart@stuarttoddassociates.co.uk).

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**I confirm that I have read, understood and accept the Standard Terms and Conditions set out above and in any associated confirmation letter and / or agreed fee proposal.**

**Client:**

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**Signed on behalf of Client:**

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**Name and Position (block capitals):**

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**Date:**

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**Signed by the Director on behalf of Stuart Todd Associates Limited:**

**(Director)**

**Date:**

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