

COAST TO COUNTRY TOWN PLANNING LTD

T: 07487 635 823
E: hello@ctcplanning.co.uk
W: www.ctcplanning.co.uk
A: 5 Maple Close, Dobwalls, PL14 6FA

TERMS AND CONDITIONS

1. ESTIMATES

Estimates remain valid for 60 calendar days.

2. APPOINTMENT AND PAYMENT TERMS

In order for us to be formally appointed, please sign and return a copy of the enclosed terms and conditions.
Preferred method of payment is Bank Transfer to **Rebecca Boyde**, Account No. **44659168** - Sort Code. **30-67-79** – **Lloyds Bank**
Fees are payable prior to submission of application to the Local Authority etc. or within 3 calendar days upon receipt of invoice.
Overdue accounts will be subject to a credit charge of 3.0% per calendar month. Please note by signing our terms and conditions you have acknowledged acceptance of same.

3. SITE LOCATION PLANS, PRINTING AND OTHER INCURRED COSTS

A site location plan is required for all applications. A charge will be made for the reproduction of Ordnance Survey Data, subject to Crown Copyright. All printing, plotting & copying (electronic or otherwise) will be charged accordingly. Incurred costs may include charges for postage, car mileage etc.

4. THE PARTY WALL ETC. ACT

An information leaflet entitled the Party Wall etc. Act is available from the local authority. If applicable, you are responsible for notifying your neighbours of the intended building work. Standard forms are available free of charge. If you are unsure whether the Act applies to your building work, please ask. If required, we can arrange for a Party Wall Surveyor to carry out the necessary duties on your behalf and charge accordingly.

5. PLANNING APPLICATIONS

Whilst every endeavour is made to obtain planning consent, we cannot guarantee that approval will be granted. We would be happy to advise on the likelihood of obtaining Planning Approval, based upon experience, local authority policy and guidelines, and to make pre-submission enquiries to the Planning Department. Consultations with local authority officials will be charged accordingly. If it is found necessary to revise any plans during the planning decision process our hourly rate will apply. Planning Approvals may be subject to conditions; if additional work is required to discharge these conditions, then our hourly rate will apply. The submission of a Planning Appeal, in the case of a refusal, is **not** included in our fees. Advice relating to the submission of a Planning Appeal will be given upon request.

6. DRAINS AND UNDERGROUND SERVICES

The location of drains shown on plans is approximate and based on client information and visible evidence e.g. the location of soil vent pipes, gullies and manholes etc. We cannot know the exact location or depth of any drains, sewers, culverts, soakaways or other services in the vicinity of the proposed building works, unless they are exposed, and we accept no responsibility if building works are affected by the same.

7. EXISTING STRUCTURES AND GROUND CONDITIONS

Where an existing structure is used to support the new building works its suitability to carry additional loads is based on visible evidence and client information. Unless otherwise stated our drawings will show proposed new building to have traditional strip foundations up to 900mm deep. Ground conditions, drains and nearby trees may, in some instances, mean that deeper or special foundations be required. In certain circumstances a Structural Engineer or Geotechnical Specialist may need to be employed (see notes 8 and 9 below). We accept no responsibility for additional building costs incurred due to the unsuitability of the existing foundations, structures or ground conditions.

8. SPECIALIST SERVICES ETC.

Fees do not include the services of Topographical, Environmental, Geotechnical or Thermal Specialists. (e.g. Phase 1 Contamination Reports, contamination or soil analysis reports for Planning and Building Regulations Approval, mine searches, geo-physical surveys, heritage assessments, flood risk assessments, drainage design requirements, ecology and arboricultural surveys, SAP and SBEM calculations, Lighting and Heating requirements, sound testing, air pressure testing etc.) If deemed necessary, we will seek a quotation on your behalf and advise you accordingly.

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9. SERVICES OF A STRUCTURAL ENGINEER / SUPERVISING SURVEYOR

Fees do not include the services of a Structural Engineer. (e.g. retaining walls or special foundations for building regulations approval). Some projects may require architectural supervision, when required these works will be sub-contracted to a suitable consultancy. [Note]. Supervision certificates are often required when conveying new or converted properties. **Coast To Country Town Planning LTD DOES NOT** currently undertake supervision works, should a supervision certificate be required we would be happy to seek a quotation on your behalf and advise you accordingly.

10. BUILDING REGULATIONS

Regulations are updated on a regular basis; as a result, Building Regulation Applications will only be negotiated upon receipt of Full Planning Permission and will be charged on a time basis for which our hourly rate will apply. Upon Building Regulations Approval proposed works should be carried out strictly in accordance with the Approval Notice, any conditioned items **must** be negotiated between client/owner developer/contractor and building control. Revisions found necessary to revise any plans during the Buildings Regulations decision process will be charged on an hourly basis. Please note that it is the owner who is legally responsible for any building regulation faults.

11. BOUNDARIES

Unless otherwise advised boundaries are assumed to be defined by current fences, hedges etc.

12. COPYRIGHT

The copyright on all drawings, specifications and documents prepared by **Coast To Country Town Planning LTD** remains the property of Rebecca Boyde c/o **Coast To Country Town Planning LTD**. Ownership of the Drawings, Associated Data and the Copyright attaching to the same shall not pass to the Buyer until such time as the Buyer has paid the Company the price for the Services in cleared funds.

13. R.T.P.I

The Royal Town Planning Institute Code of Professional Conduct will apply.

14. INSURANCE

Coast To Country Town Planning LTD is fully insured with Professional Indemnity Insurance and Public Liability Insurance. Copies of the insurance certificate can be requested at any time.

15. CDM REGULATIONS 2015

It is the responsibility of the client to familiarise themselves with the requirements of the 2015 construction design management regulations (CDM) for their project. Please note, **Coast To Country Town Planning LTD**, do not accept responsibility for the role of principal designer under the new 2015 construction design management (CDM) regulations, unless agreed prior in writing or when working for a domestic client. All roles and duties for CDM 2015 have been summarised in the table below which has been copied from the HSE government website. For more information on dutyholders roles and responsibilities please visit <https://www.hse.gov.uk/construction/cdm/2015>

CDM DUTYHOLDERS* - WHO ARE THEY?	MAIN DUTIES - WHAT THEY NEED TO DO
COMMERCIAL CLIENTS – Organisations or individuals for whom a construction project is carried out that is done as part of a business.	Make suitable arrangements for managing a project, including making sure: <ul style="list-style-type: none">• other dutyholders are appointed as appropriate• sufficient time and resources are allocated Make sure: <ul style="list-style-type: none">• relevant information is prepared and provided to other dutyholders• the principal designer and principal contractor carry out their duties• welfare facilities are provided

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<p>DOMESTIC CLIENTS – People who have construction work carried out on their own home (or the home of a family member) that is not done as part of a business. <i>CDM 2015 applies if the work is carried out by someone else on the domestic client's behalf. If the householder carries out the work themselves, it is classed as DIY and CDM 2015 does not apply.</i></p>	<p>Though in scope of CDM 2015, their client duties are normally transferred to:</p> <ul style="list-style-type: none"> the contractor for single contractor projects the principal contractor for projects with more than one contractor <p>However, the domestic client can instead choose to have a written agreement with the principal designer to carry out the client duties.</p>
<p>DESIGNERS – Organisations or individuals who as part of a business, prepare or modify designs for a building, product or system relating to construction work.</p>	<p>When preparing or modifying designs, eliminate, reduce or control foreseeable risks that may arise during:</p> <ul style="list-style-type: none"> construction the maintenance and use of a building once it is built <p>Provide information to other members of the project team to help them fulfil their duties.</p>
<p>PRINCIPAL DESIGNERS – Designers appointed by the client in projects involving more than one contractor. They can be an organisation or an individual with sufficient knowledge, experience and ability to carry out the role.</p>	<p>Plan, manage, monitor and coordinate health and safety in the pre-construction phase of a project. This includes:</p> <ul style="list-style-type: none"> identifying, eliminating or controlling foreseeable risks ensuring designers carry out their duties <p>Prepare and provide relevant information to other dutyholders.</p> <p>Liaise with the principal contractor to help in the planning, management, monitoring and coordination of the construction phase.</p>
<p>PRINCIPAL CONTRACTORS – Contractors appointed by the client to coordinate the construction phase of a project where it involves more than one contractor.</p>	<p>Plan, manage, monitor and coordinate health and safety in the construction phase of a project. This includes:</p> <ul style="list-style-type: none"> liaising with the client and principal designer preparing the construction phase plan (PDF) organising cooperation between contractors and coordinating their work <p>Make sure:</p> <ul style="list-style-type: none"> suitable site inductions are provided reasonable steps are taken to prevent unauthorised access workers are consulted and engaged in securing their health and safety welfare facilities are provided
<p>CONTRACTORS – Those who carry out the actual construction work, contractors can be an individual or a company.</p>	<p>Plan, manage and monitor construction work under their control so it is carried out without risks to health and safety.</p> <p>For projects involving more than one contractor, coordinate their activities with others in the project team – in particular, comply with</p>

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	<p>directions given to them by the principal designer or principal contractor.</p> <p>For single contractor projects, prepare a construction phase plan (PDF).</p>
WORKERS – Those working for or under the control of contractors on a construction site.	<p>Workers must:</p> <ul style="list-style-type: none">• be consulted about matters which affect their health, safety and welfare• take care of their own health and safety, and of others who might be affected by their actions• report anything they see which is likely to endanger either their own or others' health and safety• cooperate with their employer, fellow workers, contractors and other dutyholders

* Organisations or individuals can carry out the role of more than one dutyholder, provided they have the skills, knowledge, experience and (if an organisation) the organisational capability necessary to carry out those roles in a way that secures health and safety.

16. RESPONSIBILITY

Where Building Regulations are necessary plans **must not** be acted upon until such time as they have been approved in accordance with clause 14 & 12 [2] (b) of the Building Regulations 2000 and subsequent amendments. Conditioned items **must** be negotiated between client/owner, developer/contractor and building control. Conditioned items may require additional external services and as such we cannot be held responsible for delays brought about by external consultants. Should the client / owner / developer / contractor commence work without the necessary approvals or discharged conditions in place, they do so entirely at their own risk.

17. GDPR (General Data Protection Regulation)

GDPR (General Data Protection Regulation) as of 25th May 2018 the privacy laws have been significantly updated, giving you more control over how your data is used and how you are contacted. It requires anyone holding Data on another person or company to have express permission to hold and use that Data. We will be required to hold your name, address, telephone number and e-mail address, also various information in respect of your project / projects. This information is not made available to outside bodies other than bodies directly connected with the particular project. We generally hold this information for approximately 15 years as required within the terms of our "PROFESSIONAL INDEMNITY INSURANCE". **Coast To Country Town Planning LTD** is committed to treating your personal data with the utmost of care. Please be assured that your personal details are for our use only. All email and contact details are created by our in-house team; however you do have the option to have your Data removed from our records in part or whole should you so request at any time. In order for us to hold your Data and be able to contact you we will require written or e-mail confirmation.

Coast To Country Town Planning LTD. accepts no responsibility for costs incurred due to commencement prior to the necessary approvals being in place.

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS and "I/We hereby give permission for Coast To Country Town Planning LTD to hold our Data in connection with our particular project and to contact or pass any relevant information in connection with our project/contract to others directly connected.

SIGNED PRINT DATE