

BOX 22 LIMITED – CHARTERED TOWN PLANNERS
STANDARD TERMS OF ENGAGEMENT (APRIL 2007)

1 RTPI Code of Professional Conduct

The practice operates in accordance with the provisions of the Code of Professional Conduct of the Royal Town Planning Institute (RTPI). This provides, inter alia, that:

‘Before commencing work on any commission members shall ensure that their terms of engagement have been given and confirmed in writing to their clients and shall satisfy themselves that these terms have been accepted.’

and that:

‘Members shall notify their clients in writing before undertaking work or incurring fees or expenses additional to those previously agreed and shall satisfy themselves that the necessary instructions have been received.’

2 Fee rates

Unless agreed otherwise, fees will be charged at the practice’s current hourly or daily rates on the basis of time spent on the project. These rates will be agreed with the client before work begins.

3 Alternative fee arrangements

Alternative fee arrangements will be considered. These include:

- fixed fees (lump sums)
- reduced fees, plus success bonus – the latter may be calculated as a percentage increase in value of a site or property resulting from successful completion of the project
- retainers

Any such alternative fee arrangement will always be settled by negotiation and agreed with the client prior to the commencement of work.

4 VAT

VAT will be added at the applicable rate on all invoices (currently 17.5%).

5 Sub-contractors fees

Except for barristers' fees (see below), all fees and charges submitted by other specialists sub-contracted by prior agreement with the client shall be the responsibility of and payable by the client.

6 Barristers' fees

Before instructing Counsel (which will be done only with the prior agreement of the client) the practice will require the client to pay to the practice the anticipated cost of the barristers' fees and expenses. The practice must hold this money in a separate account to be used only for this purpose or, if not required, to be reimbursed to the client.

7 Local authority fees and charges

All local authority fees and charges shall be the responsibility of and payable by the client.

8 Delays

The practice will endeavour to meet an agreed programme of work for the project but cannot accept any responsibility for costs incurred as a result of delays beyond its control.

9 Disbursements

The following costs are normally added to fees accounts as disbursements:

- photocopying and plan printing
- photography
- Ordnance Survey maps
- publications (e.g. local plans)
- travel – either based on standard class rail fares or a fixed car mileage rate reviewed annually (Note: 2007 rate = 55p per mile)
- courier charges and other special delivery charges
- local authority charges for pre-application meetings
- accommodation and subsistence when an overnight stay is either necessary or cheaper than the alternative

10 Payment of accounts

Accounts are normally submitted on a monthly basis for payment within 21 days, unless otherwise agreed.

11 Outstanding accounts

The practice reserves the right to add interest to accounts outstanding after 21 days at 4% above the bank rate. The practice will not continue to work on projects where there are accounts outstanding after 42 days, other than by prior agreement.

Note: These Terms of Engagement should be read in conjunction with any special conditions and requirements referred to in the attached documentation. Written acceptance of these terms is required before the practice commences work in connection with the commission.