

# Standard terms and conditions

## 1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following definitions apply:

<b>"Contract"</b>	the contract between us and you for the supply of the Services, formed in accordance with clause 2 and subject to these terms and conditions.
<b>"Deliverables"</b>	the drawings, reports, specifications, typologies and any other documents which we produce for you as part of the Services.
<b>"Letter of Instructions"</b>	the written fee proposal and confirmation of instructions letter (including the annexes) signed by us and provided to you.
<b>"Services"</b>	the services to be supplied as specified in the Letter of Instructions.
<b>"we" / "us" / "our"</b>	Turley Associates Limited, a company registered in England and Wales under company number 02235387. Registered Office: 1 New York Street, Manchester, M1 4HD. VAT number: 510 1780 90
<b>"you" / "your"</b>	the person(s) who purchases the Services from us under the Contract, identified as the client in the Letter of Instructions.

1.2 A reference to **"writing"** or **"written"** includes e-mails.

## 2. OUR CONTRACT WITH YOU

2.1 A contract between us and you for the supply of the Services, subject to these terms and conditions, shall come into existence when we receive a copy of the Letter of Instructions signed by you.

2.2 Our terms and conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate.

2.3 These terms and conditions should be read together with the remainder of the Letter of Instructions. If there is any conflict between these terms and conditions and any other part of the Letter of Instructions, the other part of the Letter of Instructions will take precedence.

## 3. THE SERVICES

3.1 Unless you and we agree otherwise, we will begin the Services on the date on which the Contract comes into existence. We will perform the Services with reasonable care and skill.

3.2 Due to the nature of the Services, we cannot provide you with a specific date on which the Services (or any part of them) will be completed. Any date(s) provided by us are estimates only and are not a term of the Contract.

3.3 We will not be responsible for any failure to advise or comment on any matter that falls outside the scope of the Services detailed in Annex 1 of the Letter of Instructions and you should ensure that Annex 1 is accurate and complete.

3.4 We will perform our obligations under the Contract in accordance with all applicable laws and regulatory requirements in force from time to time. Planning work (if any) will be carried out in accordance with the Royal Town Planning Institute Code of Professional Conduct then in force.

3.5 If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

## 4. CHANGES TO THE SERVICES

4.1 If you wish to make a change to the Services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to our fees for the Services, their timing or anything else which would be necessary as a result of your requested change and we will ask you to confirm whether you wish to go ahead with the change.

4.2 We may make changes to the Services to the extent required to comply with any applicable law or safety requirements.

## 5. YOUR OBLIGATIONS

5.1 You shall:

5.1.1 co-operate with us and our representatives in all matters relating to the Services; and

5.1.2 provide us with the information that we reasonably require in order to supply the Services.

5.2 If either:

5.2.1 the performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or anyone acting on your behalf (such as a failure to comply with your obligations in clause 5.1); or

5.2.2 you fail to pay any amount due to us by the due date for payment;

(each referred to as a "Default")

then we may suspend the performance of the Services until you remedy the Default and we will not be responsible for any delay in providing (or failure to provide) any part of the Services to the extent that this is caused by your Default. We may also make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result of the Default.

## 6. PRICE AND PAYMENT

6.1 The fees payable for the Services are specified in Annex 1 of the Letter of Instructions.

6.2 If the rate of VAT changes between the date on which the Contract commences and the date on which we provide any of the Services, we will adjust the rate of VAT that you pay for those Services which are carried out after the VAT rate change, unless you have already paid for them.

6.3 You must pay our invoices in full within 30 days from the date of the invoice.

6.4 If you fail to make any payment due to us under the Contract by the due date for payment, then we may charge you interest on the overdue amount at the rate of 3% per cent per annum above the Bank of England's base rate from time to time. This interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

6.5 If you think an invoice is wrong then please let us know promptly. We will not charge you interest on invoices disputed in good faith unless and until the dispute has been resolved in our favour.

## **7. LIABILITY**

- 7.1 Nothing in these terms and conditions limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded by law. For information on your consumer rights, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.
- 7.2 Subject to clause 7.1:
- 7.2.1 if we fail to comply with these terms and conditions, we are responsible for loss or damage that you suffer that is a foreseeable result of our breaking this Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen (for example, if you discussed it with us);
- 7.2.2 our total liability to you in connection with this Contract shall be limited to an aggregate of £1,000,000 (one million pounds) or the total amount payable by you under the Contract (whichever is the greater).
- 7.3 We are only supplying the Services for domestic and private use. If you use the Services (or any Deliverables) for any commercial, business or re-sale purpose we will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.4 The Deliverables and any advice given by us during the performance of the Services are provided solely for the purposes of the project for which we provide the Services, as outlined in the Letter of Instructions. We will not be liable for any loss or damage resulting from the use of or reliance on our advice or any Deliverables for any other purpose.
- 7.5 Where you consist of two or more persons, each of those persons shall be jointly and severally liable for your obligations under the Contract.
- 7.6 In accordance with the Royal Town Planning Institute Code of Professional Conduct, we hold professional liability insurance of £10 million, against claims arising from work undertaken or performed within the United Kingdom (including the Channel Islands and the Isle of Man) and Europe. Our professional liability insurance is provided by AIG Europe Limited, and they can be contacted at The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

## **8. TERMINATING THE CONTRACT**

- 8.1 You may terminate the Contract (either in whole or in part) at any time by giving us at least 24 hours' prior written notice.
- 8.2 We may suspend any Services or terminate the Contract (in whole or in part) immediately by providing you with written notice if:
- 8.2.1 you fail to pay any amount owed to us by the due date for payment;
- 8.2.2 you commit a serious breach of this Contract and (if it can be remedied) you fail to remedy that breach within 7 days of receiving a written request from us to do so;
- 8.2.3 any step is taken in relation to your bankruptcy (or any event occurs which has a similar effect in any other jurisdiction), or we reasonably believe that you are or will imminently become unable to pay your debts as they fall due;
- 8.2.4 by continuing to perform the Contract there would be a conflict of interest; or
- 8.2.5 we consider, in our reasonable opinion, that there has been a serious breakdown of confidence or relations between you and us.
- 8.3 On termination of the Contract:
- 8.3.1 you must pay to us all of our outstanding unpaid invoices and interest;
- 8.3.2 we will refund any money that you have paid in advance for Services not provided;
- 8.3.3 if you terminate the Contract after we have started the Services, you must pay us a reasonable sum for our work carried out and costs and expenses incurred in the performance of Services up until the time you terminate the Contract; and
- 8.3.4 clauses expressly or by implication surviving termination continue in full force and effect.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights or arising out of or in connection with the Services (including in the Deliverables) will at all times be owned by us and you acknowledge that except for clause 9.2 you will not acquire any right, title or interest to those intellectual property rights.
- 9.2 We grant you a non-exclusive licence to copy, reproduce, and use the Deliverables solely for the purpose of the project specified in the Letter of Instructions.

## **10. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 10.1 We will only give your personal information to third parties where the law either requires or allows us to do so, or where you have provided your consent for us to do so.
- 10.2 We may use the information that you provide to contact you about our services that may be of interest to you. If, at any time, you or any member of your organisation no longer wishes to receive this information you should contact Stefan Redfern ([stefan.redfern@turley.co.uk](mailto:stefan.redfern@turley.co.uk)).

## **11. GENERAL**

- 11.1 Each of the clauses of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 11.2 If we don't insist immediately that you do anything required under these terms and conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- 11.3 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or obligations under these terms to another person with our consent.
- 11.4 This Contract is between you and us. No other person has any rights to enforce any of its terms.
- 11.5 These terms are governed by English law and you can bring legal proceedings in respect of the Contract in the English courts, or in the courts of the territory in which you live (if this is different).
- 11.6 We are subject to the Royal Town Planning Institute Code of Professional Conduct. A copy of the code can be obtained at [http://www.rtpi.org.uk/media/831098/code\\_of\\_professional\\_conduct\\_2012.pdf](http://www.rtpi.org.uk/media/831098/code_of_professional_conduct_2012.pdf).

11.7 The European Commission has launched the Online Dispute Resolution (ODR) Platform. This is a web-based platform that is specifically designed to help consumers resolve any dispute out of court, where they have purchased goods or services online and subsequently have a problem. For more information on this service, please visit: [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm).

**12. CONTACTING US**

12.1 If you need to contact us for any reason in connection with the Contract, you can contact us using the details provided in the Letter of Instructions.

