

Terms and Conditions of Engagement

CLIENT: Royle Berkshire Developments Ltd, 7 Wychotes, Caversham, Reading RG4 7DA **JOB NO:** 0458
PROJECT: Development of Land at the Rear of 99 London Road, Reading RG1 4PL **DATE:** 4th March 2022

Definition	Meaning
"Consultant"	Means: services provided by staff of David Williams Landscape Consultancy Limited
The "Client"	Is the person, company, authority, agency or other body who instructs the Consultant to carry out the Services, the Agreement is between the Client and the Consultant.
The "Services"	The scope of works to be executed by the Consultant as separately described in the fee letter or as subsequently amended in writing.
The "Agreement"	Means these Terms and Conditions of Engagement

The following Standard Terms and Conditions of Engagement (the Agreement) shall apply unless amended in writing by the Consultant prior to commencement of work.

Important: For the avoidance of doubt, only the discipline providing the relevant Services to the Client shall be responsible for such Services and any liability arising from the Services and obligations hereunder and no other member of the David Williams Landscape Consultancy Limited (even if included in the Agreement as another discipline) shall have any liability for the Services and obligations hereunder.

1. The Consultant shall carry out its Services and obligations hereunder with reasonable skill and care. The Services are set out in the accompanying fee letter and where design Services are to be provided, unless the Services are fully described in the fee letter, the Services shall be in accordance with the attached 'The Landscape Consultant's Appointment' published by the Landscape Institute current at the date hereof. The Services may be subsequently amended by written agreement between the Client and the Consultant.
2. Unless otherwise notified in writing, changes of instruction, the work carried out shall be remunerated on a 'time-spent' basis plus expenses and VAT at the prevailing rate. The scale of rates shall be reviewed annually on 1st April and is currently set out in the annexed schedule of hourly rates.
3. The Consultant shall give immediate notice in writing to the Client of any circumstances arising from force majeure which makes it impracticable for the Consultant to carry out any of the Services and the Consultant shall seek to agree an appropriate course of action with the Client.
4. The Consultant shall have no liability for the accuracy or content of data supplied by others when incorporated into the work and the Consultant shall have no liability for any errors or omissions which result from the information supplied by the Client and others including but not

limited to planning histories, and site survey information by Local Authorities, statutory undertakers and any other third party.

5. The Agreement may be terminated by either party on the expiry of reasonable prior written notice. Termination by the Client shall be subject to the payment of all outstanding fees and expenses including VAT applied at the prevailing standard rate when invoices rendered.
6. Neither the Client nor the Consultant may assign this Agreement without the written consent of the other.
7. All fee proposals exclude Planning Application, Building Regulation and Local Authority fees and survey costs. Such fees and costs shall 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. The Client acknowledges that, by its very nature the Planning Permission process itself is beyond the Consultant's control and no guarantee can be given that any permission shall be granted.
8. Outline planning applications are normally required to be supported with indicative designs, layouts or illustrations of principles of development. Whilst the Consultant shall use its best endeavours 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. 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.
9. In the event that a planning permission is granted the Consultant shall have no responsibility for the ongoing implementation or non-implementation of the planning permission (including but not limited to clearance of conditions or other matters requiring clearance, for example including, matters relating to Section 106 Planning Obligation) unless agreed in writing.
10. Budget cost guides for provision of the Services shall be provided on written request and shall be based on experience but as all schemes are unique the budget figure will be deemed to be indicative only. The Consultant shall endeavour to advise the Client when a budget guide figure is reached.
11. In addition to fee charges, invoices shall include all reimbursable costs and reasonably incurred expenses arising in the course of providing the Services in respect of travel, accommodation, subsistence, printing and other necessary expenses. Exceptional items of expenditure shall be agreed by the Client and the Consultant, and the Consultant reserves the right to require payment in advance for such items. VAT shall be applied at the prevailing standard rate on all invoices rendered.
12. Completion of the Services shall be deemed to occur on the issue of the final fee invoice no action or proceedings for any breach of this Agreement shall be commenced against the Consultant after the expiry of 6 years from completion of the Services.
13. Payment is due on the date of the invoice and accounts should be settled in full within 30 days of that date. Any queries in respect of an invoice must be raised in writing within 7 days of the receipt of that invoice. If payment is not made by the settlement date, the Consultant reserves the right to charge interest on overdue invoices at 6% above Lloyds TSB Bank plc base rate. In addition, in the event that payment is not made by the settlement date, the Consultant retains the right to cease work on the project until such time as payment is made.
14. Copyright and all other intellectual property rights in all documents drawings and other media prepared by the Consultant and in any works executed from those documents drawings and other media shall, unless otherwise agreed in writing, remain with the Consultant.
15. All fee proposals made by the Consultant exclude fees associated with copyright or licence fees relating to any material supplied by the Client. The Client shall be responsible for obtaining and

paying all fees in respect of copyright approval licences and other necessary permissions for all materials provided for inclusion in the Services.

16. If the work is to incorporate the Client's corporate colours, font styles or any other corporate information full details are to be provided in an electronic form for agreement before commencement of the Services.
17. Any documents, text or drawings prepared by the Consultant under this Agreement shall not be included in any statements in respect of land (which includes buildings) offered for sale. In particular the Consultant expressly excludes all liability that might otherwise arise as a consequence of performing its Services and obligations by the operation and/or application of the Property Misdescriptions Act 1991 the Property Misdescriptions (Specified Matters) Order 1992 the Copyright, Designs and Patents Act 1988 and any subsequent re-enactments thereof.
18. The Client hereby acknowledges the Consultant has drawn its attention to duties imposed on the Client by the Construction (Design and Management) Regulations 2015. Any comment or guidance provided by the Consultant with regard to scheme design by others is based on its reasonable interpretation of prevailing Government and Local Authority planning policies; responsibility for applying such advice to the scheme design remains that of the designer or architect appointed to design the scheme which may be a party other than the Consultant who shall be responsible for the application of any such comment or guidance to the scheme design.
19. The Client hereby also acknowledges that it may have obligations and responsibilities under legislation relating to property transactions and the building and construction industries. The Consultant strongly recommends that the Client obtains appropriate advice from its property, legal and taxation and other professional advisers before proceeding with any development.
20. In respect of design work, the Consultant shall carry out such duties as a designer as applicable to it under Regulation 11 of the Construction (Design and Management) Regulations 2015. The Consultant's obligations under this Agreement do not include the duties or responsibilities of a CDM Coordinator or the collation of Pre-Construction Information or preparation of a Health & Safety file (as defined in the 2015 Regulations).
21. For the avoidance of doubt, nothing in this Agreement confers or is intended to confer on any third party any benefit or the right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
22. Where there is any exclusion, restriction, or limitation of liability in the Client's agreement with any consultant, contractor or sub-contractor by way of financial cap or relating to pollution or contamination, asbestos, terrorism, toxic mould, or resulting from the joint insurance of any such party with the Client, the Consultant's liability to the Client hereunder shall be similarly excluded, restricted or limited to the extent it shares liability (or would otherwise have shared liability) with such a party.
23. This Agreement shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
24. If in the course of providing the Services the Consultant prepares project implementation drawings but no on-site involvement is included in the Services, unless the Consultant is provided at the appropriate time with full details of and given adequate opportunity to resolve any conflicts between site dimensions/conditions and construction elements produced from such drawings, no liability for any errors arising there from shall be accepted.
25. When investigating and using innovative technologies in the development of schemes solutions the Consultant shall not be liable for any failure of such technologies to meet intended environmental or sustainability targets.

April 2021 Rates

LANDSCAPE PLANNING AND DESIGN

Landscape Inquiry Director	£110.00
Landscape Director (Planning)	£90.00
Landscape Director (Design)	£75.00
Landscape Associate	£70.00
Senior Landscape Architect	£68.00
Landscape Architect	£60.00
Senior Landscape Assistant	£59.00
Landscape Assistant	£58.00
Landscape Architectural Technician	£57.00
Junior Landscape Technician	£56.00
Technical Support	£55.00