

Prism Planning Limited

Terms and Conditions of Appointment

Re: Address/ Job Title.....

General

1. You agree to retain us as Town and Country Planning Consultants to act on your behalf in accordance with the details set out in the Engagement Letter (the “Engagement Letter”) and these terms and conditions (the “Terms”) which together constitute the agreement between us (the “Agreement”) and we accept the engagement on the terms of the Agreement. Should there be any conflict between the provision set out in the Engagement Letter and the Terms, the Engagement Letter shall be deemed to take precedence. We shall be entitled to accept verbal, written or electronic instructions from you or any person who we believe to be acting on your behalf. You authorise us, without imposing any obligation on us, to take any steps that are necessary to protect your interests in this matter.

Appointment

2. We agree to carry out the work and perform the list of services connected with the project which is described in more detail in the Engagement Letter (the “Project”). Such work and services includes any work which is reasonably incidental thereto and any varied or additional work or services you reasonably require us to perform and which you confirm to us in writing and which we subsequently accept in writing (the “Services”).
3. In performing the Services and our obligations under the Agreement (Engagement Letter and/or Terms) we warrant that we will exercise all the reasonable skill, care and diligence to be expected of a professional Town and Country Planning Consultant having

experience of projects of a similar nature size and complexity to the Project.

4. You warrant and confirm to us that we can rely upon the accuracy and completeness of information which you provide to us. We shall not be responsible and shall in no way be held liable for the consequences of our use or application of information you provide to us in the event there is any inaccuracy or inconsistency.

Payment

5. Unless otherwise set out in the Engagement Letter, our normal practice is to charge on an hourly rate as specified in the Engagement Letter. This hourly rate may be varied by us from time to time. The hourly rate specified in the Engagement Letter will not be changed during the term of this Agreement on each individual project without you being advised by us in writing in advance.
6. Where we provide you with a fixed quote for our services, this will be set out in writing to you and only be valid for a period of 30 days from the date of the written quote. No contract will arise between us until we give written confirmation of acceptance of the quote by you. We reserve the right to increase the quote as a result of any matters beyond our control, of changing instructions from you or failure by you to give us adequate information on instructions. Where this occurs we will give you written notice of any such event.
7. The basis for our charges will therefore be more particularly set out in the Engagement Letter. You agree to pay to us the charges detailed in the Engagement Letter (the “Fee”). The Fee

will be payable in instalments as more particularly set out in the Engagement Letter and these Terms.

8. We will invoice you on a monthly basis for work undertaken unless otherwise agreed in writing. Receipts will only be issued on request after payment. Our invoices are due for payment in full on the invoice date. The final date for payment is 14 days from the invoice date. Where an invoice is not paid by the final date we reserve the right to charge interest on a monthly basis at 3% above the Base Rate of National Westminster Bank applicable at the relevant period on the amount outstanding on the invoice. This is without prejudice to any other right or remedy we may have to recover monies outstanding to us. We reserve the right to retain or request the return of all documents and other paperwork connected with this Agreement and the services which we are providing to you until all fees and disbursements are paid.
9. If you have not paid our invoice within the required 14 day period or we have not come to any alternative agreement between us at to payment terms, we reserve the right to suspend all work on any instructions you have given us until such times the invoices are paid.
10. We may assign the benefits and burdens of this Agreement to any third party and, subject to your consent (such consent not to be unreasonably withheld or delayed), we may sub-contract all or any part of our obligations to you. You may not assign the Agreement without our prior written consent.
11. It is agreed that you shall not be entitled to withhold payment of any sums after they become due to Prism by reason of any alleged right to offset or counterclaim.
12. Your instructions authorise us to incur reasonable disbursements and expenses on your behalf in order to fulfill our obligations under the Agreement. Unless otherwise set out in the Engagement Letter, any disbursements or expenses are additional to any hourly rate or fee quotation. All fees quoted are exclusive of VAT unless otherwise stated and VAT will be payable in addition to such sums.
13. It is agreed that all material written and electronic which passes between us shall be deemed to be confidential and shall not be disclosed to any other party unless required to do so by Law or the other party. You agree not to use our name in any way without first obtaining our written authorisation.
14. We destroy our files and other papers after such time as we judge reasonable, generally six years after completion of the matter.
15. We retain ownership of all intellectual property arising from the performance of our Services and generally from work produced or steps taken by us. This includes but is not necessarily limited to copyright, patents, design rights and any trade marks. We grant you a license to use any documents, plans or other work undertaken by us (the "Documents") for the purposes outlined in the Engagement Letter or as we may subsequently agree in writing. You agree not to adapt, reproduce, sell or otherwise disclose any Documents without our prior written consent. You will indemnify us in respect of any cost, losses or other expenses we incur as a result of your use of the Documents for any purpose or use for which they were not intended.
16. It is agreed that you will not rely on any representation, warranty or any other provision unless expressly agreed in writing between us.
17. If you request us to do so, we will provide assistance for you to select external contractors or consultants to carry out specific tasks on your behalf. Such tasks may be supportive of our work to you or of the project generally. Wherever this occurs, the contractual arrangements will

be solely between yourselves and the contractor or consultant. We accept no responsibility or liability for the performance of any such contractor or consultant or any acts or omissions arising from their work for you.

18. You should be aware that an owner of contaminated land may in certain circumstances be responsible for its contamination and compliance with environmental law even if the contamination was not the fault of the owner in the first place. We will not make any specific investigation or enquiries into environmental matters and we disclaim any responsibility or liability in relation to contaminative or potentially contaminative uses on the property on which we are advising or which arises in connection with the Project. Where any environmental contamination is suspected, separate advice should be sought and paid for by you.

19. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

20. Nothing in this Agreement excludes or limits our liability:-

- a. For death or personal injury caused by our negligence;
- b. For any liability which it would be illegal for us to exclude or attempt to exclude; or
- c. For fraud or fraudulent misrepresentation.

21. Subject to clauses 19 and 20:-

- a. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the value of the Fee or, in the

event of such claim being settled by our insurance company, the amount which our insurance company pays out in respect of your claim; and

- b. We shall not be liable to you for any pure economic loss, loss of profit, loss of business, repudiation, depletion of goodwill, liability you may have to a third party or otherwise, in each case whether special, direct, indirect or consequential, or any claims for consequential loss compensation whatsoever and howsoever caused which arise out of or in connection with the Agreement.

22. If a court of competent jurisdiction determines that any of the above limits on our liability, or otherwise under the Agreement, are unenforceable, then you agree that in any event our total liability to you shall not exceed the lesser of the value of the Fee or the amount which our insurance company pays out in respect of your claim.

23. You may cancel your instructions to us at any time by 15 working days' notice in writing sent to our registered office. Such notice must be sent by recorded delivery. On receipt of such notice, we will invoice you for outstanding sums payable up to the time of receipt of the written notice. Similarly, we may withdraw from any matter on which we have your instructions by serving written notice on you at the address you have provided to us. Such notice shall take effect on the date of that notice.

24. We shall give you immediate notice in writing if we believe ourselves to be conflicted in advising you or if any circumstances arise outside our control which makes it impractical for us to carry out our services. Where you do not consider any such conflict exists, you can advise us in writing of your views and we may then resume provision of our

services as and when we are reasonable able to do so or regard ourselves as wholly or partly released from our obligations to you without liability. If this occurs we shall invoice you for the services we have provided you with up to the date of cessation at the rate set out in our agreement.

25. If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of the Agreement which shall remain in full force and effect, and if any provision of the Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable and the remainder of the provision in question shall not be affected thereby.
26. It is agreed that where you as our client are represented by more than one person or body then your liability shall be joint and several.
27. Where we waive any right arising under the Agreement or under any other terms agreed between us, this shall not be taken as a waiver of our right to all other rights set out elsewhere within the agreement.
28. We will use written, verbal and electronic forms of communication with you. Our invoice will be sent by post to the last known or usual address or to any other address given by you for this purpose. All written communications to us should be sent to our registered office unless we notify you to the contrary. In proving the service of any communication, it shall be sufficient for us to prove that the envelope containing the notice should be properly addressed pre-paid and posted and service shall be deemed to have been made in the ordinary course of post or transition as the case may be. We may

also communicate with you electronically and will use the e-mail address provided by you. The failure of an electronic communication using e-mail shall not give rise to any liability on our part.

29. You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the services provided to you. If our business enters into a joint venture, is sold or merges with another business entity, your information may be disclosed to our new business partners, owners and their professional advisers. We will always take steps to ensure that your information is used by third parties in accordance with this policy.
30. The Agreement constitutes the contractual position between Prism Planning and you. The Agreement represents the entire agreement between you and us in respect of the work to be performed by us in connection with the Project as detailed in the Engagement Letter. The Agreement replaces any previous agreement between you and us in respect of the Project. Our Agreement shall be deemed to have commenced with effect from the date we first performed the work for you.
31. We reserve the right to alter these Terms from time to time but only upon written notification to you and they shall apply in their altered form to all services provided to you after you have received written notification of their alteration. These Terms shall be deemed to apply to all contractual relations between us and shall, with the exception of the Engagement Letter, if applicable, override any other terms that you may seek to impose. Your continuing instruction to us and payment of our invoices is acceptance of these Terms and agreement and any amendments made to them by us.

- 32. Our liability shall cease on the date which is 6 years from the date of commencement of our Services or the date of the Engagement Letter whichever is the earlier.
- 33. The Agreement shall be governed by English Law and the parties submit to the jurisdiction of the courts of England.

[Issue Date November: 2008]

With reference to the above and your letter dated, matter ref: XYZ

I/We accept these Terms of Appointment.

On behalf of _____

Authorised

Signature _____

Print Name: _____

Position: _____

Date: _____