

Terms of Business

Aspen Planning Limited

1. Introduction

- 1.1 These Terms of Business ("Terms") set out the basis on which **Aspen Planning Limited** ("we", "us", "the Consultancy") provides town planning and related professional services to its clients ("you", "the Client").
- 1.2 By instructing us, you agree to be bound by these Terms unless otherwise agreed in writing.

2. Scope of Services

- 2.1 We will provide planning consultancy services set out in our written fee proposal letter or email ("the Services").
- 2.2 Any additional work or variations to the agreed Services will require your prior written approval, and any resulting fee changes will be confirmed in writing.
- 2.3 Our services do not constitute legal, architectural, or surveying advice unless explicitly stated.

3. Fees and Payment

- 3.1 Our fees may be charged on a fixed-fee, hourly-rate, or percentage basis as agreed with you.
- 3.2 Hourly rates and mileage charges will be outlined in the fee proposal.
- 3.3 Disbursements (e.g. printing, subsistence) will be charged at cost unless stated otherwise.
- 3.4 All other costs (e.g. planning application fees) will be paid by you direct with the provider, unless otherwise agreed in advance.
- 3.5 Invoices are payable within **14 days** of issue unless otherwise agreed.
- 3.6 All fees are quoted exclusive of VAT, which will be added at the prevailing rate where applicable.
- 3.7 We reserve the right to charge interest on overdue invoices at **8% above the Bank of England base rate**, in line with the Late Payment of Commercial Debts (Interest) Act 1998.

- 3.8 We may suspend or terminate work if invoices remain unpaid.

4. Client Responsibilities

- 4.1 You agree to provide timely, accurate, and complete information necessary for us to undertake the Services. This includes responsibility for the accuracy of third party information that you provide to us.
- 4.2 You are responsible for obtaining all necessary consents from landowners or relevant parties.
- 4.3 You are responsible for all decisions based on our advice and for any instructions given to us.

5. Reliance on Advice

- 5.1 Our advice is based on professional judgement and the information available at the time.
- 5.2 Planning outcomes cannot be guaranteed; decisions are ultimately made by local authorities, inspectors, or other statutory bodies.
- 5.3 Written advice takes precedence over verbal advice in the event of any inconsistency.

6. Third-Party Services

- 6.1 Where specialist consultants (e.g., architects, ecologists, transport consultants) are required, they will be appointed and paid directly by you unless agreed otherwise.
- 6.2 We accept no liability for the performance, advice, or costs of third-party consultants.

7. Confidentiality and Data Protection

- 7.1 We will treat all client information as confidential except where disclosure is required by law or regulatory obligation.
- 7.2 We process personal data in accordance with the UK GDPR and Data Protection Act 2018. A copy of our Privacy Policy is available on request.

8. Publicity

- 8.1 We may use publicly available information relating to your project for marketing or publicity purposes, unless you request otherwise.

9. Intellectual Property

- 9.1 All documents, drawings, reports, photographs, and materials produced by us remain our intellectual property unless agreed otherwise.
- 9.2 You are granted a licence to use our work solely for the project for which it was prepared and not for any other purpose without prior consent.

10. Limitation of Liability

- 10.1 Our liability to you for any loss or damage arising from our Services is limited to the amount of our professional indemnity insurance ("PII") cover at the time, details of which are available on request.
- 10.2 We will not be liable for:
- indirect or consequential losses;
 - losses arising from delays outside our control;
 - actions taken contrary to, or without seeking, our written advice.
- 10.3 Nothing in these Terms limits liability for fraud, death or personal injury caused by negligence.

11. Conflicts of Interest

- 11.1 We will notify you if we become aware of any actual or potential conflict of interest and will seek to agree an appropriate way forward.
- 11.2 We may decline or terminate the appointment where a conflict cannot be reasonably managed.

12. Termination

- 12.1 You may terminate our appointment at any time by giving 7 days' written notice by email or letter.
- 12.2 We may terminate our services where:
- our fees remain unpaid,
 - the project is suspended indefinitely, or
 - continuing the appointment would be inappropriate or unprofessional.

12.3 Upon termination, all fees and disbursements incurred up to the termination date will become payable.

13. Complaints Procedure

13.1 If you are dissatisfied with our service, please refer to the Complaints Handling Procedure available on our website for how to proceed.

14. Governing Law and Jurisdiction

14.1 These Terms and any associated contract are governed by the laws of England and Wales.

14.2 Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

15. Amendments

15.1 We may update these Terms from time to time.

15.2 The version applicable to your appointment will be the version issued or referenced at the time of engagement.

Acceptance

By instructing Aspen Planning Limited you confirm acceptance of these Terms of Business.