

Globe Consultants Limited Terms & Conditions

This document outlines the terms on which we agree to act for our clients and our statutory responsibilities. Please read this document carefully. If there is anything in these Terms and Conditions which you do not understand or with which you disagree, contact us immediately and before accepting any proposal from us.

Introduction

These are the general terms that will apply to the delivery of our services to you as our Client. Normally, in relation to each matter on which you instruct us to advise you and/or act for you, we will send you a 'Fee Proposal' describing the services we will provide to you and the fees and other charges we shall expect you to pay. The terms of that Fee Proposal, together with these Terms & Conditions of Business, will constitute the contract between you and Globe Consultants Limited.

Acceptance

The Client's written instruction to proceed with the work as specified in the Proposal signifies the Client's express acceptance of these Terms & Conditions. If your appointment is verbal, we will write to you to confirm that appointment and you should inform us immediately if that confirmation of appointment and acceptance of our terms specifies anything to which you disagree.

Our Commitment to You

People Responsible For Your Work

One of our consultant team will be your main point of contact and the person responsible for delivering your work. We will try to avoid changing that person during the period of the contract, but if this cannot be avoided, we will notify you promptly. We will also appoint a Supervising Director as a secondary and supervisory contact.

Delays & Force Majeure

We will endeavour to meet an agreed programme of work for the project but cannot accept any responsibility for costs incurred or delays due to any cause beyond our reasonable control. In the event of any such occurrence, we shall notify you as soon as is reasonably practicable.

Service Issues & Complaints

If you have any concerns about our work for you, please raise them in the first instance with the Consultant with whom you have day to day contact. If this does not resolve the issue to your satisfaction, or you would prefer to speak to someone else, please contact our Business & Finance Director who will refer the matter to the appropriate Director. We promise to investigate your concerns promptly and carefully in accordance with our quality management procedures and do what we reasonably can to resolve the issues.

Planning Applications & Appeals

We will make all reasonable efforts to secure permission or consent for proposals which are the subject of any

planning application(s) or appeal(s) we prepare and submit on your behalf. However, we cannot guarantee a successful outcome or accept any responsibility for decisions made by any planning authority or other decision-making body.

Liability

While our analysis may contribute to your assessment of the viability of a project or proposed development scheme, we cannot take responsibility for viability, which is an issue beyond our control.

Your Commitment to Us

Payment of Fees & Expenses

In contracting with Globe Consultants Limited to provide any agreed service(s), you agree to pay, within 28 days of the date of any invoice presented to you by Globe Consultants Limited, our fees and expenses relating to that service, in accordance with the terms of any Fee Proposal agreed between you and us.

Planning & Other Applications & Appeals

Once we have contracted with you to provide a service that includes the preparation and/or submission of a planning application or appeal (or any other statutory application), you shall not submit that application or appeal or cause it to be submitted except through Globe Consultants Limited acting as your agent, unless specific agreement to that effect has been arrived at between you and Globe Consultants Limited.

Information Provided to Us

In the event that reports or submissions are based upon inaccuracies or inadequacies in data or material supplied to Globe Consultants Limited by the Client, third party consultants, local authorities, or statutory undertakers, that subsequently result in changes or delays, Globe Consultants Limited will not accept liability and the Client will reimburse Globe Consultants Limited for any additional time and or costs incurred, as necessary.

Fees

Fee Basis

The basis of charging will be set out in the Fee Proposal. We may vary this by agreement with you.

Where our Fee Proposal includes either a fixed fee or a fee quotation for a particular piece of work, the Fee Proposal will specify the assumptions upon which that proposal or quotation has been based – for example, the number of meetings needed, the availability of information or the range of expert studies required. We reserve the right to

make additional charges (based on our normal rates) in the event that the work required of us varies significantly from those assumptions.

All fees are quoted exclusive of disbursements and VAT, which will be charged additionally, unless stated.

Fee Changes

We will always endeavour to complete our work within the estimated fees, but shall notify you as soon as we become aware of any reason for deviating from our underlying assumptions about the necessary inputs and cost estimates.

Valid Period

Unless otherwise stated the Fee Proposal is valid for 3 months from the date of our letter or email.

Mobilisation Fee

Unless otherwise agreed, a mobilisation fee will be required in advance of work commencing. This fee will be specified in our Fee Proposal.

Disbursements

The following costs are normally charged as disbursements (unless stated in the Fee Proposal):

- Costs of photocopying and/or printing of our reports and other relevant documents and graphic materials (please note: we normally supply Clients with reports and other relevant documents in digital/electronic form, for which no separate charge is made);
- Purchase of Land Registry plans, Ordnance Survey maps or rights of use and other mapping materials/data that may be required;
- Purchase of necessary publications where not freely available;
- Costs of travel, based on standard-class public transport fares or a fixed car mileage rate (reviewed annually), taxi, or other fares where appropriate;
- Courier charges or other special delivery charges;
- Local authority and statutory consultee charges for pre-application meetings;
- Hire of rooms for meetings and events;
- Accommodation and subsistence when an overnight stay is either necessary or more cost effective than a return journey to a Globe Consultants Limited office or home residence;
- Telephone charges for overseas calls.

Local Authority and Third Party Fees

Unless otherwise agreed, the Client will be responsible for paying all local authority fees (such as planning application fees) as and when required by the authority

concerned. Unless specifically stated local authority fees and other related charges are not included in our Fee Proposals.

The Client is liable to pay any additional fees that may arise as a requirement of any external review of an application where these are not directly funded by the local planning authority.

The Client must be aware that costs associated with other consultant input will be contracted and paid for by the Client directly, unless otherwise agreed.

Where we are asked to provide estimates of third party or local planning authority fees these are estimates only until a formal quotation is provided by the party concerned.

Obligation to Pay Fees & Expenses

Fees charged for endeavours to achieve planning permission or a similar objective are payable on the work undertaken regardless of outcome.

Billing Arrangements & Settlement of Our Accounts

Payment of Accounts

Unless otherwise agreed, accounts are submitted on a monthly basis or at the completion of an identified stage or task. Our accounts are payable within 28 days of the invoice date.

Where payment is not forthcoming we will rigorously pursue the debt and will exercise our statutory right to claim interest (at the prevailing % over the Bank of England base rate) and compensation for debt recovery costs under Late Payment legislation if we are not paid according to our agreed credit terms.

We will not normally continue to work on projects in respect of which there are overdue accounts outstanding and will at our discretion withdraw our copyrighted materials. We may at our discretion cease to act as your agent due to non-payment of our fees.

Accounts outstanding may be passed to debt collectors for collection or, at our discretion we may take legal proceedings to secure recovery of the debt(s).

Deferred Payment

If, for some special reason, we agree with you in writing to defer invoicing you for our fees beyond the date on which we would otherwise render our account, our fees will, unless otherwise agreed, bear interest from the date of deferral until the date of actual payment at 2% over the overdraft rate charged by our bank during that same period. Those fees will become payable immediately in full (together with accrued interest) in the event of a termination of our contract prior to the end of the deferral period.

Planning & Other Applications & Appeals

Once we have contracted with you to provide you with a service that includes the submission of a planning application or appeal (or any other statutory application), we shall not normally make or lodge such an application or appeal until any fees and charges incurred by you up to that time, and in respect of which we have sent you an application for payment or invoice, have been paid in full.

Payment Method

Accounts can be settled by cheque or bank transfer in GBP. All cheques should be made payable to "Globe Consultants Limited".

VAT

Our VAT number is 875 6512 91. VAT sums in the Fee Proposal will be at the prevailing rate at the time of issue. If changes occur to taxes payable after the date of the Fee Proposal, the price will be altered accordingly.

Queries

If you have queries about any account sent to you, please contact our Business & Finance Director.

Third Party Liability

Even if another party has agreed to pay or is liable to pay all or part of your costs, you will have the primary responsibility for payment of our account, which will ordinarily be addressed to you.

Sub-Contractor Fees/Associated Consultants

Except for barrister's fees, (see below), and unless otherwise specifically agreed, payment of all fees and charges submitted by other specialists sub-contracted with us by prior agreement with the Client shall be the responsibility of the Client.

Barrister's Fees

Before instructing Counsel (which will be done only with the prior agreement of the Client) we will require the Client to pay to us the anticipated cost of the barrister's fees and expenses. Globe Consultants Limited is liable for fees incurred in direct access to Counsel and will ensure sufficient funds are available in advance from the Client. We will hold this money in an account to be used only for this purpose or, if not required, to be reimbursed to the Client.

Protection of Rights & Interests

Copyright

Unless we expressly agree otherwise, the copyright of the original materials we generate belongs to us. However, payment of our fees as set out in our Fee Proposal permits you to make use of that material for the purposes for which it is created. Where we withdraw our consent for

you to use our work due to non-payment of fees or any other reason, you may not use or rely upon such documents or their contents, including as part of a planning application or appeal that has been submitted by us as your agent.

Any original materials provided by us are for your benefit alone and are solely for the purposes of the engagement for which it was created. They may not be used or relied upon by third parties.

Conflicts of Interest

Where we are acting for you on any matter, we will not act for another Client on any associated matter unless and to the extent we are permitted to do so by the Royal Town Planning Institute's Code of Professional Conduct.

The Data Protection Act & How It Protects You

The Data Protection Act 2018 incorporates the General Data Protection Regulation (GDPR) and imposes greater accountability on businesses handling personal data. Under the GDPR the rights of individuals are extended by giving them more control over their own data. The Regulation requires compliance with the following six data principles:

1. Lawful, fair and transparent processing of data;
2. The purpose for which personal data is collected must be specified, explicit and legitimate, and the data must be processed in a manner that remains compatible with the initial purpose for which it is collected;
3. Data is not excessive and remains adequate and relevant data to the purpose;
4. Accuracy of data is maintained;
5. Data is stored for no longer than is necessary;
6. Appropriate measures are taken to ensure data is processed in a secure manner.

Under the GDPR, you have the right to: obtain from us confirmation that your data is being processed; access to your personal data; and any other supplementary information relevant to our relationship with you.

Our ICO registration number is Z1013322.

How We Use Your Personal Information

Our main use of your personal information is to look after your affairs and to provide the specific service you require of us as your agents. We may occasionally contact you, by mail, telephone, or email, to inform you of planning matters and services that are relevant to your land or property.

We may disclose that you are a Client and include the name of your business (we would not use your name if you are a private individual or sole practitioner without obtaining consent) and your project in our company literature and website, and may contact you for quality

assurance purposes. We may seek your consent in line with the GDPR to contact you for other purposes.

You have the right to know the information we hold about you and to request that information be rectified or erased as set out in the GDPR; contact the Business & Finance Director to obtain a copy of those records.

Unless consent has been given, we will not provide information about you to any third party other than to third parties directly associated with the delivery of the project or service you have commissioned from us.

If anything in the data we have is inaccurate, please let us know and we will correct it immediately.

Please note that all information (apart from some very specific exceptions) included in a Planning Application or Appeal are a matter of public record. Once submitted the relevant public authority data statements apply. If you have any questions about the content or visibility of data provided to the local authority or Planning Inspectorate then please contact us.

Our employees are personally responsible for maintaining Client confidentiality.

Exclusions & Limitations on Our Liability

In this Clause “Demand” means any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, loss of profit/income, damage to property, loss of data, outgoing, penalty or proceeding (including legal and other professional fees and expenses) in any jurisdiction.

Globe Consultants Limited’s Liability

Globe Consultants Limited holds professional indemnity insurance. Our liability to you for any Demand shall be limited to the maximum amount covered by our professional indemnity insurance. This cover is normally £1,000,000 for any one claim and appropriate for the scale of risk involved with the nature of the advice we offer our Clients. However, additional cover will be obtained in particular instances where the scale of the project and the nature of the advice sought from us warrants such action. The cost of such additional cover may, however, be reflected in the fee charged.

Proportional Liability

If we would be entitled to recover any Demand, or part of any Demand, from a third party but are prevented from doing so by any agreement between you and the third party, we shall not be liable to you for that Demand, or part of that Demand.

You will take all reasonable steps to mitigate your loss consequent to any breach of any of the terms of the Fee

Proposal and will not include in any claim against us any amount arising as a result of your failure to take such steps.

Third Party Liability

If you commence proceedings against us for any Demand and there is another party who is liable (or potentially liable) to you in respect of the same Demand, then you will (if we so request) join them into the proceedings. Once joined into any proceedings you will use your best endeavours to pursue the claim and seek compensation from the third party.

No Claim against Individual Employees

It is agreed that, having regard to our interest in limiting the personal liability and exposure to litigation of employees, Consultants and Directors, you will not bring any claim personally against any individual employee, Consultant or Director of Globe Consultants Limited in respect of a Demand suffered or incurred, directly or indirectly, by you arising from, or in connection with, our services. The provisions of this paragraph shall not limit or exclude the liability of Globe Consultants Limited as a company or other entity for the acts or omissions of its employees, Consultants or Directors.

Limitation on Exclusions

Nothing in this clause excludes or limits, or attempts to exclude or limit, liability for personal injury to you or your death resulting from negligence by us or for fraud.

No Third Party Reliance

Any advice provided by us is for your benefit alone and is given solely for the purposes of the engagement for which it is sought. It may not be transferred to, used or relied upon by third parties.

Inconsistencies

In the event of any inconsistency between a Fee Proposal and these Terms & Conditions of Business, the Fee Proposal shall prevail.

Law and Jurisdiction

Each Fee Proposal shall be subject to and governed by English Law. Any dispute arising from or under a Fee Proposal shall be subject to the exclusive jurisdiction of the English Courts.

These Terms & Conditions will apply to all services provided including extensions and renewals of our Proposals. This document will only be reissued to you if substantive changes have been made to its content. In the event that any of the terms or provisions of this document are or shall become invalid, illegal or unenforceable, the remainder shall survive unaffected. Your acceptance of these Terms & Conditions does not affect your normal legal rights.