

Terms & Conditions

1. Definitions: -
 - We/Our/Us – Get Planning and Architecture Ltd, (GPA) Co Reg No 07572104 whose registered office is at 21/23 Croydon Road, Caterham, Surrey, CR3 6PA and includes any Group or associated Company.
 - You/Your – the client of Get Planning and Architecture Ltd who has retained our services and is named in the agreement including any Group or associated Company
 - Agreement – the document which outlines the scope of the work we will carry out for you.
 - Charges – our charges for the work we carry out for you as defined in the agreement and do not include supplemental costs or VAT.
2. You have engaged us to provide services to you as outlined in the Agreement or as agreed from time to time and this document and the Agreement together set out the terms and conditions under which we will carry out the work for you. Any work you ask us to carry out that is not covered in the agreement will be charged at the following hourly rates; Principal Chartered Architect £165, Chartered Architect £130, Chartered Planner £130, Senior Architectural Assistant £110, Architectural Assistant £86, Planning Researcher £86, all these rates are subject to VAT at the prevailing rate.
3. These documents constitute the whole agreement between us and any variation to the contract will only take effect if made in writing and agreed by both parties.
4. We will carry out the services we provide with reasonable care and skill and it is our policy to observe the codes of conduct of the Architects Registration Board and the Royal Institute of British Architects as well as the codes of practice of the Royal Town Planning Institute.

The architect/planner shall:

 - i) perform the services with due regard to the clients requirements,
 - ii) keep the client advised on how the project is progressing and any issues that may materially affect the delivery, the cost or quality of the service,
 - iii) act on behalf of the client in the matters set out or implied in this agreement,
 - iv) collaborate with any other persons appointed by the client and, as applicable, work in accordance with the execution of the agreed services,
 - v) make no material changes to the agreed services or the approved design without the consent of the client, except in an emergency.
 - vi) Get Planning and Architecture Limited shall have the right to publish photographs and drawings of the product, and the client shall give reasonable access to the project for this purpose for 2 years after practical completion of the works covered by the agreement.

The client shall:

 - i) shall advise the architect/planner of the requirements and of any subsequent changes within the terms of the agreement,
 - ii) shall provide, free of charge, the information in the clients possession, or which is reasonably obtainable, and which is necessary for the proper and timely performance of the services and the architect/planner shall be entitled to rely on such information,
 - iii) not withhold or delay decisions and approvals necessary for the performance of the services,
 - iv) may issue reasonable instructions to the architect/planner within the terms of the scope of the project,
 - v) the client acknowledges that the architect/planner does not warrant that planning permissions and other approvals from third parties will be granted at all or, if granted will be granted in accordance with any anticipated time scale
5. This contract is only between you and us and we both agree that the agreement is excluded from the provisions of the Contracts (Rights of Third Parties) Act 1999.
6. GPA shall own the copyright in the original work produced in the performance of our services and generally asserts that we are the moral author of this work.
7. The client shall have a license to copy, use and allow Other Persons providing services to the Project to copy and use PDF drawings and documents and other such work produced by or on behalf of GPA (and which has been issued to the Client) in performing the Services hereinafter called 'the Material'. This does not include any CAD or technical drawings or other internal preparatory documents that GPA may create internally in order to perform the service. The Material may be used for the project for the purpose for which it was created only as well as operation, maintenance, repair, reinstatement, alteration, promotion, leasing and/or sale of the Project. GPA shall not be liable if the Material is modified other than by or with the consent of GPA or used for any purpose other than the purposes for which it was prepared.
8. Any drawings provided by us are for the purpose for which you engaged us, and this is specified on the drawings. If you use any drawings or specifications provided by us in breach of this agreement you agree to indemnify us against all claims, costs, and liabilities which arise a result of unauthorised use of such drawings, including personal injury or loss.
9. No provision of this contract is intended to exclude liability for personal injury or death and if there is any contradiction between this clause and any other within the contract this clause will take precedence.
10. The cost of the work we provide will be as set out in the Agreement. In accepting the Agreement and these terms and conditions you agree that you are liable to pay the whole of the fee quoted including any VAT and disbursements. Any agreed split and/or timing of the payment does not affect your liability to pay the whole fee once you have accepted the agreement.
11. If you make payment by Credit or Debit card, you agree that we will retain the card details for the sole purpose of making payment under this agreement.



12. You agree that if you have not paid all sums due to us when any application is lodged we may, at our sole discretion and without reference to you, withdraw any such application.
13. You agree that should you make any payment later than the dates agreed within this agreement or the Agreement you will pay interest at 8% above the Bank of England base rate until all sums are paid. If you are acting in the course of a business, you agree to pay compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
14. Should you fail to make payment under this agreement you agree to indemnify us against any legal costs incurred in recovering sums due from you including court fees, legal fees, and costs of enforcement action.
15. Suspension & Termination of this agreement:
 - Get Planning and Architecture Limited will give immediate notice in writing to the client of any situation arising from force majeure which makes it impracticable to carry out any of the agreed services and agree with the client a suitable course of action.
 - The client may suspend the performance of any or all of the agreed services by giving reasonable notice, of not less than 7 days, in writing to Get Planning and Architecture Limited.
 - If Get Planning and Architecture Limited has not been given instructions to resume any suspended service within three months from the date of suspension, Get Planning and Architecture Limited will make written request for such instructions which must be given in writing. If these have not been received within 30 days of the date of such request, Get Planning and Architecture Limited will have the right to treat the appointment as terminated upon the expiry of the 30 days.
 - Should the architect through death or incapacity be unable to provide the agreed services, the appointment will thereby be terminated. In such event the client may, on payment of all outstanding fees and expenses, make full use of reports, drawings or other documents prepared by the architect in accordance with and for the use under the agreement, but only for the purpose for which they were prepared, subject to clauses 6 and 7 of this agreement.
 - This agreement will terminate Immediately on breach of the agreement by you,
 - Any aggression or abuse directed towards our staff will not be tolerated and will result in the immediate termination of our services. Aggressive or abusive behaviour includes language (whether verbal or written) that may cause staff to feel afraid, threatened or abused and may include threats, personal verbal abuse, derogatory remarks and rudeness. We also consider inflammatory statements, remarks of a racial or discriminatory nature and unsubstantiated allegations, to be abusive behaviour.
 - This agreement will terminate upon either party being declared bankrupt or entering into administration or liquidation or an arrangement with his/her/its creditors in the form of a CVA/IVA.
16. Upon termination of the agreement any provisions relating to IP and payment will continue as on-going obligations upon the parties.
17. If you are a consumer, where you entered into the Contract without someone from Get Planning and Architecture Limited being physically present, the Consumer Protection (Distance Selling) Regulations 2000 may apply, giving you the statutory rights:
 - To terminate the Contract within a cooling off period of seven working days beginning with the day after the Contract was concluded. Where you have this right, and decide to use it, you can do so by sending to us a written notice of cancellation within the cooling off period. However, you will lose your statutory right to cancel if we commence working for you, either at your request or if we consider it appropriate, before the cooling off period expires. If you wish us to wait until the cooling off period has expired before starting our work, please advise us in writing immediately;
 - To request we complete our work within 30 days of the day after you asked us to work for you, unless otherwise agreed. In this respect, subject to any contrary term in the covering letter, our agreement with you is on the basis that we shall not be required to meet any such 30-day deadline.
18. GPA shall have the right to publish photographs of the Project and the Client shall give reasonable access to the Project for this purpose for 2 years after practical completion of the project.
19. Matters arising during the project that are not specifically included in the agreed scope of works will be at an additional cost to the client. These additional matters will only be undertaken by GPA with the client's prior written instruction and acceptance of any additional cost to be incurred. Such matters may include but are not limited to any of the following:
 - Additional planning or conditions applications, enforcement work; additional site visits or meetings; attendance at Council committee or pre-application meetings; unforeseen time required to monitor and report on the progress of planning or other applications. (2-man hours maximum allowed unless otherwise separately agreed); abortive or other work that cannot be reasonably foreseen; work relating to CDM Regulations 2015; asbestos; section 106 costs; costs of obtaining additional digital maps or drawings; conveyance plans; freeholders / landlord's consent; 3D visualisations or CGI's; construction drawings including drawings required for a Party Wall Award; CCTV drainage survey; issue of paper copies of documentation.
 - Other consultant's fees, e.g. Structural Engineer, Party Wall Surveyor and Approved Inspector (AI) highways or parking specialist, landscape designer, tree specialist, acoustic or energy consultant including SAP, CoSH, BREEAM or EPC; are not included.
 - Council Fees are not included.
20. Our complaints procedure is available on our website or on request. If you have any concerns about any aspect of the service we provide, please refer to this.
21. We maintain Professional Indemnity Insurance, as required by the ARB, with Markel UK Ltd, indemnity limit £1000,000 and a copy of our certificate may be seen on application.



Get Planning and Architecture Ltd. 7 Tudor Court, Brighton Road, Sutton SM2 5AE

Tel: 020 8770 3962 www.get-planning.co.uk info@get-planning.co.uk

Registered in England No: 07572104. Registered Office: 21/23 Croydon Road, Caterham, CR3 6PA. Vat No: 113143076

22. All parties agree that this agreement does not create a relationship which could be characterised as a partnership, an agency, or an employment contract.
23. This agreement is governed by the law of England and Wales and the parties agree that the Courts of England and Wales have exclusive jurisdiction over it.



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