

CONTRACT FOR SUPPLY OF SERVICES

(Version 2.7, 16 August 2019)

Customer Name and Address:

Site Address (address for which services to be provided)

Services	Qty	Each	Total
Quotation reference: _____			
TOTAL PRICE OF SERVICES*			

* Our fees exclude all application fees which are payable directly to the Local Authority. Our fees exclude any Structural Engineer's fees, services by third parties and any construction costs. VAT if applicable is included within the stated total.

Estimated time from order to delivery of initial plans (weeks):

SPECIAL REQUIREMENTS (tick all that apply or enter ? where unknown)

- Listed building
 Public sewers on site
 Conservation area
 Flood risk area
 Restrictive covenants
 Rights of way on site
 Not brick & tile construction
 Contaminated land

AGREEMENT

I (the undersigned) hereby agree to the contract of services as described above and on the enclosed terms and conditions of Contract (Issue 1.6, dated 1 August 2019) for the price stated above as the "Total Price of Services". I have the statutory right to cancel this contract within 14 days. Where cancelled within 14 days I shall be liable to pay only for any part of the work that has been undertaken up to the point of cancellation and only where I have specifically agreed to work starting within 14 days. Payment for the services shall be made in milestones. I acknowledge that the agreed price excludes Local Authority fees, any payments to structural engineer's or other third parties and excludes any construction costs. I note that additional services may on occasion be required and that the price list for these is overleaf.

Signed by customer:

Date:

Print name:

Acceptance of contract for GPO Designs, M. D. Otter: Date:

RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason. You will be charged for that part of the service already undertaken if you request that we begin work within the 14 days. **If you agree to us starting to provide our service today please sign below:**

I (the undersigned) agree to GPO Designs commencing work on the agreed services today. In the event of my cancelling the contract I understand that I will still be charged £300 for the "Site visit and measurement activities" if these have already been undertaken.

I understand that I will also be charged for any additional work that has been undertaken prior to the time of cancellation and that these fees will be to cover only the part of the work undertaken up to the point at which GPO Designs Limited receive my notice of cancellation (which may be by telephone, email or other means).

Signed by customer:

Date:

Print name:

Acceptance of contract: Signed on behalf of GPO Designs by M. D. Otter: Date:

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TIMESCALES

The estimated time of delivery of the initial plans is provided in the box on page 1.

Revision of plans/applications in response to your comments: 10 working day (typical),

Submission of plans/applications following your approval: 10 working days (typical).

We will endeavour to provide our services quickly however time of delivery shall not be of the essence of the contract. If your application is urgent please do call if you wish to arrange an earlier completion date (if available) or to confirm how we are progressing.

PRICE LIST OF ADDITIONAL SERVICES

The table below provides a price list of additional services which may on occasion be required but which are not included within this contract.

Price List of Further Services	Price
Planning Appeals (excluding support to site visit)	Price on application
Preparation for and attendance at planning committee meetings	£49+VAT/hour
Multiple Planning Applications (for same property if required)	30% of the planning stage fee
Subsequent Planning Applications (for same property if required)	30% of the planning stage fee
Minor amendments by Client (after application has been submitted for approval)	£210+VAT
Public sewer map and consultation	£65.00+VAT
Applications to build over services (e.g. Sewers) in conjunction with building regulations application.	£350+VAT
Fast Track (if very fast service required)	Typically 50% increase to fee
Further amendments (beyond those included within contract -see page 3)	£49+VAT/hour
On site support or review during construction works	Price on application
The stated prices remain valid for this job for 6 months from date of order	

PROPOSED PAYMENT MILESTONES

Items listed on the quotation will be invoiced on completion except, where applicable, as described below:

Completion of site visit and measurement activities: 25% of price of Premium Planning Application fee

Delivery of sewer map: £75

Delivery of initial design and application: 65% of price of Premium Planning Application fee

Planning Application ready for submission: Balance of Premium Planning Application fee

Any other application type ready for submission: 100% of relevant fee

TYPICAL LOCAL AUTHORITY APPLICATION FEES

The table below provides a list of the typical application fees charged by the Local Authority. These fees are charged by the Local Authority and are subject to change and confirmation by them, and therefore GPO Designs cannot accept any responsibility for changes in those fees. The Local Authority may charge other fees for other services. For large extensions, new dwellings and commercial work the Local Authority may also charge the Community Infrastructure Levy (CIL).

Typical Price of Local Authority Application Fees (excluding £25 Planning Portal online submission fee)	Price
Planning Applications (extensions to a single house or flat)	£206.00
Planning Applications (full applications or new dwellings per dwelling)	£462.00
Lawful Development Applications for Proposed Use	Half the planning application fee
Lawful Development Applications for Existing Use	As per planning application fee
Planning Appeals	Please request a quotation.

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Applications to remove or vary a condition	£234.00
Application to confirm conditions have been complied with (per application)	£33 for Householder applications otherwise £116.
Building regulations applications	Typically £400 - £900 but may be higher for larger projects.

DESCRIPTION OF SERVICES (CHARACTERISTICS OF SERVICES)

The offered services are provided by GPO Designs Ltd, Company Number 7459622, registered and trading address: 8 Willow Grove, South Woodham Ferrers, Chelmsford, CM3 8RA.

General Characteristics of Services

GPO Designs provide design services and these are for the purposes of securing of permissions only (e.g. Planning Permission, Building Control Plans Approval). We do not provide construction services and therefore you would need to employ the services of a suitably experienced building contractor under a separate contract to take responsibility for any required construction work. We may provide an estimate of likely construction costs however we have no control over the quotations provided by others, construction costs may be higher for example where ground conditions are poor or where unexpected underground services or ground conditions are found to be present.

We will amend your plans without charge up to the point of submission of any application, subject to a maximum of 3 issues of the plans. Amendments following submission of the applications will be charged at the stated hourly rate.

On site support or supervision during the construction process is not included within this contract. Where changes to the plans become necessary (e.g. due to unforeseen problems on site or due to errors in the plans) we will amend the plans if you or your contractor requests additional or alternative construction details. We do not charge for necessary alternative construction details but amendments to the design which affect the permission may incur charges. Any change in construction costs resulting from changes to the plans should be agreed with your contractor. On site support by ourselves during construction are excluded from this contract (unless explicitly listed within the services table on page 1 of this contract) however this can be arranged under separate contract if required.

Measurements included on the plans should be considered approximate and must be confirmed by yourselves or your contractor prior to the order or fabrication of items for which measurements are critical (e.g. steel work, fitted kitchens or bathroom fittings). We recommend that you do not enter into any contracts or other commitments with others until after planning and building regulations permissions have been obtained and contracts for fittings within or on the building should not be placed until substantial completion of the construction work.

Premium Planning Application Service

Our “Premium Planning Application” service includes:

1. A planning consultation with you at your property. This provides us with an opportunity to understand your requirements and for you to ask any questions. Following discussions we will measure inside and outside your property and take exterior photographs.
2. Production and delivery of the following plans:
 - Existing and proposed elevations
 - Existing and proposed floor plans
 - Proposed floor plans
 - Block plan and site plan
 - Colour visuals of existing and proposed scheme (unless excluded within the services table on page 1 of this contract)
3. Production and delivery of a “Local Authority Planning Application” or “Lawful Development Application” form.
4. Submission of plans and application form for your review.
5. Update of plans and application in response to your comments (prior to application submission) subject to a maximum of 3 issues.
6. Submission of your Planning/ Lawful Development Application to the Local Authority. (We will only submit your application once you have confirmed that it meets all of your requirements and once we have received payment for the preparation of the application).
7. We will liaise with the Local Authority regarding your application and inform you of the status of the application.

We may offer an opinion as to whether Planning Permission or a Certificate of Lawful Use will be issued however only the Local Authority or the Planning Inspectorate can provide you with the definitive answer and only after an application has been processed. We will not provide a refund of our fees where an application is unsuccessful. All plans are produced to the standard required for

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planning applications, to minimise costs details required for building regulations applications are not added until the building regulations stage.

Occasionally additional services from third-parties are required (e.g. specialist ecology surveys, topographical surveys, precision measurement/laser surveys, flood risk assessments). We can arrange these services with third parties at additional cost if required.

Multiple Planning Applications

Occasionally we may suggest that multiple planning applications are submitted at the same time. Our service for this optional additional service (see price table above) includes the preparation of plans and applications for two separate schemes.

Subsequent Planning Applications

An additional planning application may be occasionally be required for a property after the decision for an earlier application has been issued. This may for example include an alternative design to address a reason for refusal or to address changes in your requirements. Our service for this optional additional service (see price table above) includes the preparation of plans and applications for a subsequent application to the Local Authority.

Planning Appeals

If your application is rejected by the Local Authority we can prepare and submit and appeal to the planning inspectorate. Our service includes preparation of the appeal including the full statement of case and the submission of the appeal.

During the course of the application the Planning Inspectorate is likely to visit the site. During this visit the Inspector views the site and may require features of interest to be pointed out however the inspector will not discuss the merits or otherwise of the application. We assume that you will host the inspectors visit and have not included support to this visit within our offered price. We can support the inspectors visit if required at additional cost with our activities charged at £65/hour (to include travelling time).

Building Notice Application Service

A Building Notice is a written notice that you intend to carry out building work. This can be done without the need to submit detailed drawings. More information may sometimes be requested by the Local Authority Building Control Officer to ensure that your work is in line with the regulations. A Building Notice is ideal for minor residential alterations and/or extensions. No formal approval of plans is given and the work is assessed mainly through site inspection. As no prior approval is given you must be confident that the work undertaken on site by your contractor will comply or you risk having to correct it at the request of the Local Authority. Officially work may commence only 48 hours after the Building Notice has been accepted. You must also tell the Building Control Officer at certain key stages within the work to enable inspections to be carried out. Building Notices cannot be used in some situations (e.g. building within close proximity of public sewers).

Our *"Building Notice Application"* service includes:

1. The addition of outline construction notes to the drawings produced for planning permission. These details provide a summary of the construction of the main building elements but are not a complete specification.
2. The preparation and submission of the building notice application

Calculations from a Structural Engineer may be required to support the application. Where calculations are required we can arrange this for you with a Structural Engineer. Any contract for the supply of calculations will be between yourselves and the Structural Engineer.

Building Control Full Plans Application Service

The Full Plans Application process requires the production of detailed plans providing details of the construction materials and detailed specifications to the extent required to show compliance with the building regulations. The Local Authority then review the plans for compliance with the Building Regulations and providing the plans are compliant they permit work to proceed in accordance with the plans. The Local Authority inspects the work as it proceeds at the same stages as they do with the Building Notice.

Full Plans Applications are highly recommended for new build projects and for very complex projects. They are essential where Building Notices are not permitted.

Our *"Building Control Full Plans Application"* service includes:

1. The addition of detailed notes to the drawings produced for planning permission.
2. The preparation of a document providing construction details
3. U-value calculations (but not SAP calculations)
4. The preparation and submission of the building control full plans application
5. Update of the application in response to comments provided by the Building Control Authority.

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Calculations from a Structural Engineer may be required to support the application. Where calculations are required we can arrange this for you with a Structural Engineer. Any contract for the supply of calculations will be between yourselves and the Structural Engineer.

Public Sewer Map and Consultation Service

The presence of public sewers within 3m of the extension may influence the design and construction of extensions or new buildings. Where you are unable to confirm that there are no public sewers in the vicinity of the extension we will under this optional service obtain a map of the public sewers and review the map for sewers which will affect the extension. We recommend that this service is used prior to the preparation of plans since the costs associated with building over the sewer (if permitted by the sewerage undertaker) or moving the sewer (if permitted by the sewerage undertaker) may be high.

Following from this we will also contact the sewerage undertaker for your area and request confirmation of the location, size, type, and gradient of any public sewers which will affect your proposed works. The sewerage undertaker may charge for their service, particularly if a site visit is required and we will advise you of their fees, for which you would be responsible, prior to arranging their service. The sewerage undertaker may not be able to supply all of the required information in which case we will request a quotation for your consideration from a third party contractor for them to supply the information.

You and your contractors will remain responsible for complying with all regulations for building near to or over the public sewer in accordance with the sewerage undertakers requirements and advice.

Amendments by Client (after application has been submitted for approval)

We will make amendments to plans and applications prior to their submission (e.g. for Planning Applications) without additional charge. Amendments that are requested by yourselves after the submission of the application will incur the stated fee which will apply for each amended application. Where the amendment is due to an error or omission by GPO Designs Ltd no charge will apply.

CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS (CDM 2015)

The CDM 2015 regulations cover the management of health and safety and welfare when carrying out construction projects. Under this act you should ensure that your responsibilities for health and safety on the site are assigned to the principal building contractor or a CDM 2015 Principal Designer. We do not act as a CDM 2015 Principal Designer and cannot therefore provide assistance with the planning, management and co-ordination of health and safety matters.

THIRD PARTY SERVICES

We may at your request provide you with introductions to providers of other services (3rd party service providers) which may be of interest to you and for your convenience and only after your request may then forward your instructions to those providers. Examples of such 3rd party service providers include structural engineers, energy assessors, and other specialist services such as environmental survey, flood risk assessments, sewer surveys, topographical surveys and ecology assessments. Any contracts with those providers will be solely between yourselves and the provider and you will therefore be responsible for agreeing suitable contract terms with them and for any payments due to them.

GPO Designs cannot provide any warranty or guarantee with regards to the services of other providers who are contracted directly to yourselves. Where third party services are required you may make your own alternative arrangements. We advise you to ensure that you agree to and accept the terms of any third party service providers before using their services.

Where we rely on the details provided by third party providers, we will amend our documentation at no charge where we receive any revisions from those third-parties. Any such amendments may impact on the application and construction costs and other third-parties may charge you to amend their activities or details in response to amendments made to our documentation.

Examples of third party services which we do not provide include:

Air quality assessment	Lighting assessment
Biodiversity/ ecology survey and report	Statement of community involvement
Environmental impact assessment	Structural survey of existing property
Flood risk assessment	Telecommunications development
Health impact assessment	Transport assessment
Heritage statement (including historical and archaeological features)	Tree survey
Environmental/ Land contamination assessment	Ventilation/extraction statement
Affordable housing statement	Evidence to accompany applications for town centre uses

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Drain or sewer surveys and foul sewerage assessment	Town Centre uses impact assessment
Travel plan	Code for sustainable development design assessment or interim certificate
Soil testing	Utility/Asset location searches

PAYMENT AND DELIVERY

Payment can be made by bank transfer, cheque or in cash. Payment details will be included on our invoices or are otherwise available on request.

Delivery will be made by email (where reasonably possible and where an email address is provided by you) and by post to your address. An estimated delivery timescale is provided on the contract form.

APPLICATION FEES

Our "Total Price of Services" never includes application fees which may be due to the Council or other third party.

A fee is generally payable to the Local Authority for Planning Applications and Building Regulations Applications. The appropriate fee must accompany the application and will become payable by you direct to the Local Authority at the point of submission of the application. We may offer advice as to the fee we believe is due to the Local Authority however you are responsible for the payment of any Local Authority fees which become due.

Fees may also be due to utility providers (e.g. sewerage undertaker) should you wish to build over, adjacent to, or move their assets.

RIGHT TO CANCEL DETAILS

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, by e-mail or over the telephone). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you requested that we begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

EFFECTS OF CANCELLATION

If you cancel this contract within 14 days you will not be charged unless you have asked us to start within the 14 day period. You may cancel the contract at any time but you will be charged for all work undertaken up to the point of cancellation.

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than—

(a) 14 days from the day you return any goods supplied, or provide evidence that you have returned them, or

(b) if there were no goods supplied, 14 days from the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement

Example cancellation form

This form may be used if you wish to cancel the contract but you may alternatively contact us by other means if you prefer.

To GPO Designs Ltd, 8 Willow Grove, South Woodham Ferrers, Chelmsford, Essex, CM3 8RA.

I/We hereby give notice that I/We cancel my/our contract for the provision of the following services:

Ordered on: _____

Your name: _____

Your address: _____

Date: _____