

**Dr Jack Rostron MA PhD FRTPI FRICS Solicitor
Chartered Town Planner, Surveyor and Solicitor (Non-practising)**

1. Professional Services

Projects are conducted by providing Professional Services which are reasonable and related to the Project. We will comply with any reasonable incidental instructions given in writing by you the client

2. Specifications & Design

We will not make any material changes to the Projects design or specification in respect to the Professional Services after agreement has been reached, provided your consent is not unreasonably withheld or delayed.

3. Other Consultants and Agents

If you as our client appoint third party consultants, contractors, agents, and/or sub-contractors in relation to the Project, we shall not have any liability for their services, and our responsibility shall be strictly limited to co-ordination of such third parties as reasonably appropriate. For the avoidance of doubt, we shall not be held vicariously liable for the services carried out by any other third-party consultants, contractors, agents and/or sub-contractors.

4. Fees & Payment

We shall be entitled to payment of our Fee and payment of each invoice shall become due on submission of the invoice to you, the final date for payment is 30 days from date of invoice. Interest will accrue at 8% over the base rate of the Bank of England calculated on a daily basis.

We need to be in funds before incurring any disbursements. This includes for example planning application fees.

If for any reason you do not wish to proceed with the Project or decide to determine our Professional Services

under clause 6 or suspend performance of Professional Services in terms of clause 6, in addition to any amounts which have then become payable, we shall be entitled to receive payment for any abortive work and/or loss and/or expense incurred as a result.

If you as client request in writing for us to carry out additional Professional Services, before complying with your request, we shall so far as is practical and reasonable, agree the additional Professional Services and such increase in Fee that is appropriate.

The Fee and any additional Fee is exclusive of disbursements and VAT.

5. Insurance

We have in place professional indemnity insurance and will use reasonable endeavours to maintain such for a period of 6 years after completion of the Professional Services, or if sooner, 6 years after termination of the Professional Services, provided such insurance remains available on reasonably competitive rates, terms and conditions.

6. Termination and Suspension

We may suspend provision of Professional Services by giving you at least 7 days written notice of such and the reasons for doing so in the event that you are in default of payment of the Fee or another amounts due.

Both us and you as client shall be entitled to terminate the Professional Services by giving 7 days written notice stating the reasons thereto. Upon giving or receiving such notice we shall cease providing Professional Services and be entitled to payment in accordance with clause 4.

7. Limits of Liability

Our liability shall cease 6 years after the completion of the Professional Services, or if before, 6 years after termination of the Professional Services in relation to the Project.

Our total liability to you in contract, tort (excluding death and personal injury), breach of statutory duty or otherwise shall be strictly limited to the lesser of: our fee or the amount recoverable under our subsisting professional indemnity insurance.

Nothing in these terms and conditions shall be construed as conferring any rights on any third party pursuant to the *Contracts (Rights of Third Parties) Act 1999*.

8. Assignment

Neither party may assign the terms and conditions without the written consent of the other.

9. Dispute Resolution

If either party is not satisfied with the other, they may notify the other party in writing. Within 21 days of sending or receiving such notice of dissatisfaction both parties shall meet to try and resolve the dispute. If such a meeting proves unsuccessful both parties shall seek to resolve the issues in accordance with the Complaints Handling Procedure adopted by us, a copy of which can be provided on request.

Any unresolved dispute shall be dealt by reference to English law and the English Courts shall have jurisdiction with regard to all matters arising.

Contact details:

Dr Jack Rostron
1 Hartley Crescent
Birkdale
Southport
Merseyside
PR8 4SG

Rostron Limited Reg. No. 02573121