



THE PLANNING WORKS

Terms and conditions

Contract Quote and Obligations.

Design and Planning Works Ltd (DPW Ltd) trading as The Planning Works.

The contract is defined as the agreed final quote, the design brief and specification, emails that attend the development of the design brief and specification and these terms and conditions.

This contract is not time bound unless previously agreed.

The payment terms for this contract are included with the final quote.

Payment of the deposit constitutes acceptance of the quote and contract.

All plans, elevations and sketches whether in draft or final form, remain the property and copyright of DPW Ltd until paid for in full. All drawings, plans and elevations are issued in standard .pdf form to clients. The original drawings, plans and elevations in .dxf, .dwg, .skp CAD file types remain the property of DPW Ltd. No plans, elevations or sketches may be reproduced or passed to third parties for any use whatsoever until they are paid for in full. Ownership and copyright of the plans in .pdf form will pass to the client upon full and final payment of the DPW Ltd invoice.

The contract does not include liability for any trades or personnel involved in the project that are not directly managed by or contracted to DPW Ltd.

The client is required to provide accurate information. If any information provided by the client is not accurate DPW Ltd shall be held harmless from any legal, financial or other liability as a result of such information.

Local authority Planning Applications, Listed Building Consents and Change of Use applications will be submitted when the invoice for these projects has been paid in full.

During the work that is involved with this contract if there are any design changes or unforeseen issues uncovered by DPW Ltd these will be notified to you, the client, in advance.

Any external consultant required in the process of planning or specification will be paid for by the client.

If any changes or variations result in additional costs these will also be notified to you and agreed in advance.

All invoices submitted by DPW Ltd are due upon presentation. If any Deposit or Stage Payment invoice is unpaid after presentation without agreement, DPW Ltd reserves the right to cease work on the project.

Payment of our final invoice signifies the conclusion of our involvement with the project.

If DPW Ltd is forced to cease work due to the non-payment of any invoices the company reserves the right to charge any downtime incurred to the contract.

Site Surveys - Health and Safety



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Site is defined as the building or location being surveyed by DPW Ltd as part of their contract prior to the preparation of plans and drawings.

Standard Site, as a rule, this will be a residential house, office, retail premises, educational establishment or place of work that is occupied or unoccupied that may be regarded as being in habitable condition.

Construction Site is a building or location where demolition or construction activity is currently ongoing, or a site that is uninhabitable or derelict.

Prior to any survey work being undertaken DPW Ltd will establish with you whether the location is classified as a Standard Site or a Construction Site. DPW Ltd will provide you with the date of survey and activity in advance.

Standard Site

On arrival DPW Ltd will carry out a preliminary risk assessment to ensure that the location is a safe place to survey.

Solo surveying may be conducted by DPW Ltd on a Standard Site.

If we discover that we are unable to carry out our planned works in line with this contract because of conditions on site outside our control, we will notify you of the reasons. We reserve the right to leave the project at this point to allow for conditions to be rectified.

If we must leave the project for the reasons given above, we will do our best to find alternative work. If we are unable to find alternative work, we will invoice you for the downtime incurred.

Construction Site

On a site where active demolition or construction is underway DPW Ltd will request prior access to the site Health and Safety Rules.

DPW Ltd will provide full contact and emergency contact details prior to any survey taking place.

DPW Ltd will furnish and wear PPE commensurate with the requirements of the site.

On arrival DPW Ltd will carry out a preliminary risk assessment to ensure that the location is a safe place to survey and that the site Health Safety regime is being duly observed.

Only scaffolding erected and tagged by a competent person will be used for survey purposes.

Solo surveying may not be conducted by DPW Ltd on an unoccupied Construction Site.

If we discover that we are unable to carry out our planned works in line with this contract because of conditions on site outside our control, we will notify you of the reasons. We reserve the right to leave the project at this point to allow for conditions to be rectified.



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If we must leave the project for the reasons given above, we will do our best to find alternative work. If we are unable to find alternative work, we will invoice you for the downtime incurred.

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Please refer to our website for our terms and conditions

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