

TERMS OF BUSINESS

General

- 1.1 These terms of business (as updated from time to time) together with, where provided, our engagement letter (including any schedule, attachment or annex) form the contract between us. Please retain this document in a safe place for your future reference.
- 1.2 If there is any inconsistency between our terms of business and our engagement letter, the engagement letter will prevail. Unless we agree otherwise, the receipt by you of services from us will be deemed to be in accordance with these terms of business.
- 1.3 These terms of business will apply to all future instructions you give us on this or any other matter.
- 1.4 Where we say 'you' or 'your' in these terms of business, we refer to the client, as may also be identified in the engagement letter and anyone authorised to give instructions on that client's behalf. Where we say 'we', 'us' or 'our', we mean Smart Bluefrog Ltd. The contract is between you and Smart Bluefrog Ltd and not with an individual director, employee or agent of Smart Bluefrog Ltd.
- 1.5 Where we say 'engagement letter' this may be in letter or email format, setting out any particular terms of engagement that we agree with you. Unless we hear from you to the contrary, email will be our default method of communication. We take all reasonable steps to safeguard emails and ensure they remain secure but if you would rather that we do not correspond with you in this manner do let us know.

About us

- 1.6 Smart Bluefrog Ltd is a private limited company incorporated in England and Wales.
- 1.7 We are registered for VAT purposes. Our VAT registration number is 111485541. Our chargeable time is subject to VAT at the appropriate rate.
- 1.8 Smart Bluefrog Ltd is a firm regulated by the Royal Institution of Chartered Surveyors.

Our fees and charges

- 1.9 Unless we agree otherwise, new enquiries for initial or preliminary site appraisal(s) are subject to payment of our fees in advance. Whenever we are instructed to represent a client on any prior approval, planning application, planning appeal or enforcement matter, unless we agree otherwise, we shall invoice you in respect of our fees on a fortnightly basis.
- 1.10 Our invoices become due for payment immediately after you receive them.
- 1.11 We may charge you interest on our unpaid charges from the date when they become due. Interest will be calculated at the annual rate of 5% above Bank of England base rate.
- 1.12 After giving you reasonable notice in writing, we may suspend work on your behalf, or cease to act on your behalf, if an invoice remains unpaid 14 days after the date on which the invoice is received by you.
- 1.13 Where we have more than one client on a matter, all such clients are jointly and severally responsible for payment of our fees and associated charges arising.



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Smart Bluefrog Limited is a private limited company incorporated in England and Wales.

Company Number: 7552322 VAT Number: 111485541



1.14 Our fee basis for charging is as follows:

- **Standard hourly rate:** Unless we agree otherwise, our fees will be calculated on our standard hourly rate of £130 per hour exclusive of disbursements and VAT and based on the time spent in dealing with your matter. If our fees are calculated differently, we will confirm the basis of charging in our engagement letter.
- **Estimates:** If we provide you with an estimate for our charges, or a quotation, then it is for your guidance only and does not bind us. A quotation or fee estimate is valid for 30 days, provided that the material planning circumstances have not changed.
- **Bespoke fee agreements:** We may agree for our fees payable to be related to (or wholly contingent upon) the outcome of a planning instruction, or linked planning instructions. Our fees payable may be agreed as a fixed fee amount or as a percentage of a land or property asset value, as independently assessed by a suitably qualified and appointed valuer on an agreed date, or as determined by the asset sale. We do not undertake valuation work. Specific terms and conditions apply to our bespoke fee agreements which will reflect the nature, urgency and complexity of the work, as well as the responsibility, skill and experience required to provide the service required. Bespoke fee agreements will remain subject to VAT on our net fees chargeable, irrespective of the fee calculation method agreed.

1.15 Depending on the nature of the work undertaken by us and the duration of our instruction, we may ask you to make payment(s) on account of our anticipated charges at any time during the matter. Such funds will be held in our general client money account until required. Please read the section below entitled 'Banking and handling client money.'

Disbursements & costs

1.16 We may include mileage under disbursements in our invoices to you. We charge 45p per mile travelling.

1.17 If we provide specific data or documents that relate to your property, for example, maps, colour photographs or specialist printing, we will include the associated charges for such items as disbursements in our invoices to you.

1.18 If you instruct us to submit any application, enquiry or site history search to a Local Planning Authority on your behalf, we do so in the capacity as your planning agent and you will be responsible for their charges, in addition to our own. We may include Local Planning Authority charges under disbursements in our invoices to you. Where this happens, it is for convenience only and you remain responsible for such costs incurred.

1.19 If you instruct us to engage other advisers or service providers (such as structural engineers, ecologists, environmental consultants or architectural specialists) on your behalf, we do so in the capacity as your planning agent and you will be responsible for their fees, in addition to our own. As such, we reserve the right to instruct any advisers/service provider to address their invoices to you.

Scope of our work

1.20 Planning applications and notifications for prior approval procedures are determined on their perceived planning merit by Local Planning Authorities based on a range of site circumstances and planning policy interpretation. Work undertaken by us on your behalf cannot guarantee the outcome of any planning proposal or the timescale involved in obtaining a decision from Local Planning Authorities.

1.21 Planning appeals are determined by the Planning Inspectorate based on assessment of the relevant facts by a planning inspector appointed to the case. Appeals work undertaken by us on your behalf cannot guarantee the outcome of any planning appeal, or the timescale involved in pursuit of a client's planning objectives for a site.

1.22 Planning policy evolves over time. Changes in planning law and practice can materially alter the prospect or likelihood of gaining planning permission for reuse of land and property. Our planning advice reflects planning policy considerations, as well as the site characteristics, features and use which exist when we issue our advice. Clients are advised to seek a fresh professional opinion if time has elapsed since the issue of planning advice or the circumstances have otherwise changed.

- 1.23 We are not responsible for reminding you about important dates and/or any deadlines after our instruction has come to an end.
- 1.24 We are not responsible for the payment of any levy or other sum which arises in respect of the grant of planning permission with or without conditions, such as those calculated by the Local Planning Authority in respect of Community Infrastructure Levy (CIL.)
- 1.25 If you instruct us to apply for relief or exemption from CIL on your behalf, we require all such requests to be made in writing and that you obtain our written confirmation that such instructions have been safely received and accepted by us.
- 1.26 We do not undertake instructions from clients for valuation work.

Commission

- 1.27 It is our policy not to accept commission from any third party in relation to your matter.

Banking & client money handling

- 1.28 National Westminster Bank Plc are our banker. If you are paying an invoice from us, please use our office account. The bank details are:

Smart Bluefrog Limited, NatWest Bank
Sort code 5 5 – 7 0 – 4 5
Account number 8 2 5 7 0 1 7 5

- 1.29 RICS UK professional standards and guidance includes the latest edition of their professional statement for client money handling, as updated by the RICS from time to time. RICS professional statements set out the requirements of practice for RICS members and for firms that are regulated by RICS. Smart Bluefrog Limited is a firm regulated by the RICS.

- 1.30 We hold client money in a designated UK client account with National Westminster Bank Plc UK which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. We retain exclusive control over client funds and accordingly our client account is registered in the name of Smart Bluefrog Limited. We have appropriate procedures in place to safeguard and keep client money safe, as well as to ensure that client funds are used for appropriate purposes only. Access to client funds held by us is restricted to Verity J Biddick MRICS FAAV, Director and Responsible Principal of Smart Bluefrog Limited.

- 1.31 We are not liable for any losses you suffer as a result of our banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). Visit <https://www.fscs.org.uk/> for more information.

- 1.32 We hold client money in a National Westminster Bank Plc general client account. The bank details are:

Client Account Smart Bluefrog Limited, NatWest Bank
Sort code 5 5 - 7 0 - 4 5
Account number 8 2 6 2 7 0 5 3

If our bank requests information about whom we hold funds for, you agree to us disclosing your details to them. We do not accept cash payments to be held as client money. We have appropriate measures in place to ensure that cheques are kept safe until they are banked and it is our policy to bank all cheques promptly.

- 1.33 We are an RICS Registered Firm and regulated member of the RICS Client Money Protection Scheme for Surveying Services. Clients who pay fees in advance for surveying services (including planning services) are hereby notified that these are not covered by the RICS Client Money Protection Scheme for Surveying Services.

- 1.34 Our general client account holds pooled amounts for different clients and matters. Unless we agree otherwise in writing, you agree that any interest generated from general client account funds held by us does not accrue to you. Our bank will be instructed to credit any such interest to our office account.

- 1.35 Unless we agree otherwise in writing, any charges or interest levied in respect of our general client account will not be debited to it but taken from our office account.
- 1.36 In accordance with the latest version of the RICS professional statement for client money handling, payments received by us from clients (as identified, but not limited to, those listed below) will not be classified as client money:
- Disbursements already paid by us for or on behalf of a client.
 - Disbursements incurred by us for or on behalf of a client, but not yet paid by us.
 - Payments made in advance in respect of an agreed fee for our planning services.
 - Payments received for fees and costs due to us in respect of an invoice or disbursement costs incurred by us, which we have notified to the client in writing.
- Payments to us from clients which fall into the above-named categories will therefore be credited to our office account and we will provide a written notification of the costs incurred to the respective client.
- 1.37 We may accept payments on account from clients for costs generally that are anticipated during in the course of an instruction. Payments on account are held by us as client money. We will require prior written authorisation from clients for the deduction of fees or disbursements from client funds held by us.
- Depending on the project scale, clients may choose to provide us with prior written authorisation for the deduction of disbursements from client funds in the following ways:
- On an itemised per disbursement cost basis (generally best suited to small projects)
 - On a category basis e.g. Local Planning Authority charges, mapping recharges or mileage costs
 - On a value basis e.g. apply a cap on approved items up to a combined value
 - On an unlimited basis – approval for deductions to be made by us, which may be less than or equal to the total sum of client money held by us for that client.
- Prior written authorisation from clients is not necessary before the payment of fees from the client account where this has been previously agreed in writing with the client.
- 1.38 Our internal management procedure is to carry out reconciliations of the client account on a monthly basis.
- 1.39 Written reports to a client normally comprise a client ledger record of all receipts and payments in chronological order and a running balance of the total amount of client money held by us for that client.
- 1.40 We will notify the client in writing of any client money which remains unallocated upon the final reconciliation of approved fees and/or costs arising from our instruction, or linked instructions. We will take instructions on whether the money should be returned to the client or retained to cover any aspects of the further work and any amount of client money to be returned to the client shall be released promptly by us to that client.
- 1.41 Any written request that we receive from a client for information related to client money held by us on their behalf can normally expect a response from us by return. At the latest, we will respond to any such written request from a client for information within seven days. We herewith advise clients to contact our company director: Verity J Biddick MRICS FAAV (M: 07735 983 999 or email: verity@smartbluefrog.co.uk) as soon as possible if any concerns or queries arise.
- 1.42 In accordance with RICS definitions, unidentified client money is client money where the beneficiary is unknown or cannot be traced, preventing payment to the client. We will take prompt action (no later than one month from the date of receipt of such funds) to attempt to identify the owner of any unidentified client money received. We will keep a detailed listing of unidentified funds that includes: the date the monies were received; how they were received, i.e. cash, cheque, direct banking; the reference on the bank statement regarding the payer and the amount. We will carry out an investigation into the unidentified funds, including:
- checking the accounting records
 - writing to the last known address of the client
 - trying to repay the funds through the banking system wherever possible.
- 1.43 We will keep a detailed record of our investigation. We will pay any unidentified funds from the client money account to a registered charity where the owner cannot be identified after three years from receipt and all avenues of investigation have been exhausted. We will obtain a receipt and an indemnity for all

client money paid to a registered charity that would reimburse the firm for payment of the monies if a beneficiary is subsequently identified.

- 1.44 Our standard terms of business, as documented herewith, together with our complaints handling procedure (CHP) and Privacy Notice can be found on our website at www.smartbluefrog.co.uk and, on request, these documents can also be sent to you free of charge if required, by e-mail or post.

Complaints

- 1.45 If you would like to discuss how we can improve our service to you, or if there is anything that you do not understand or are concerned about, please raise the matter as soon as possible with Verity J Biddick MRICS FAAV, Company Director of Smart Bluefrog Limited. Mobile: 07735 983 999 or Email: verity@smartbluefrog.co.uk.
- 1.46 Our complaints handling procedure (CHP) can be found on our website at www.smartbluefrog.co.uk and a copy can be sent to you by e-mail or post on request.
- 1.47 We hold professional indemnity insurance. Details of our insurers are available on request.

Confidentiality

- 1.48 Our representation on planning applications and planning appeals are normally documented on public record. Other than that information which enters the public domain, we will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter. You understand that we will not disclose any information to you about other clients.
- 1.49 In any event, you agree to us releasing confidential information to:
- Local Planning Authority officers, Statutory Planning Consultees and representatives of the Planning Inspectorate.
 - Professional or specialist advisers authorised by the client for the purposes of carrying out surveys, reports or providing any other advice.
 - Any regulatory authorities.
 - Our insurers, legal advisors, accountants, RICS representatives and auditors as may be required.
 - Any other third party, subject to the client's prior authorisation.
- 1.50 We shall not be liable to any third party to whom or which the client may disclose our advice or purport to transfer the benefit of any services supplied by the client, or to whom or which the client shows any document, drawing, plan, model or report produced by us for the client.
- 1.51 We may tell other clients or prospective clients about the services we provide. If we wish to rely on any work that we have undertaken for you to promote our services, we will ask your permission save where details of your matter subsequently enter the public domain in which circumstance you agree that we may publicise our involvement as well as any related information which has entered the public domain.

COVID-19

- 1.52 Our work substantially involves producing written representation for clients and, as such, we are generally predisposed to working remotely for clients. We have worked continuously during the COVID-19 pandemic. Local Planning Authorities, Planning Committees, Parish Councils and the Planning Inspectorate have adopted new working procedures, for example, the adoption of virtual meetings enables most parish consultation processes to continue safely.
- 1.53 Unless we agree otherwise, we are not undertaking face-to-face meetings at present and we will not resume any such meetings until such time as we deem it is safe to do so. Unaccompanied site visits may be undertaken by us at our discretion.
- 1.54 In any other circumstances which may arise, it is our strict policy to observe appropriate COVID-19 health and safety measures at all times. In particular:

- No close contact of less than 2m including physical contact (i.e. handshakes)
- Technical equipment will not be shared on site i.e. handled by more than one person
- We will not accept refreshments
- We will not share confined spaces with other personnel on site
- Any site visits conducted will be restricted to outside in the fresh air or well-ventilated space

Privacy & data protection

- 1.55 In order to provide you with services, we may need to process your personal data. Please see our Privacy Notice for detailed information about how we use your personal data and your rights in relation to your personal data. The Privacy Notice can be found on our website at www.smartbluefrog.co.uk and a copy can be sent to you by e-mail or post on request.
- 1.56 Use of Cloud and Other Third-Party Services for the Storage, Transfer and Processing of Data: Please note that we utilise third party service providers (including those that offer “cloud” services) in order to facilitate the provision of planning services to you to include document hosting, document transfer, document analysis and processing and document storage.

