

Standard terms and conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following definitions apply:

"Contract"	the contract between us and you for the supply of the Services, formed in accordance with clause 2 and subject to these terms and conditions.
"Data Protection Legislation"	any applicable laws relating to the protection of personal data and the privacy of individuals, as applicable to either party or the Services under this Contract, including the UK GDPR and the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time).
"Deliverables"	the drawings, reports, specifications, typologies and any other documents which we produce for you as part of the Services.
"Intellectual Property Rights"	copyright and related rights, trade marks, patents, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all renewals and extensions of the same, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Letter of Instructions"	the written fee proposal and confirmation of instructions letter (including the annexes) signed by us and provided to you.
"Personal Data"	has the meaning set out in the Data Protection Legislation in relation to data Processed under the Contract.
"Processed" and "Processing"	have the same meaning as in the Data Protection Legislation.
"Services"	the services to be supplied as specified in the Letter of Instructions.
"UK GDPR"	means the UK GDPR as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
"we" / "us" / "our"	Turley Associates Limited, a company registered in England and Wales under company number 02235387. Registered Office: 1 New York Street, Manchester, M1 4HD. VAT number: 510 1780 90
"you" / "your"	the person(s) who purchases the Services from us under the Contract, identified as the client in the Letter of Instructions.

1.2 A reference to **"writing"** or **"written"** includes e-mails.

1.3 Any phrase introduced by the terms **"including"**, **"include"** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

2. OUR CONTRACT WITH YOU

2.1 The Contract between us and you for the supply of the Services, subject to these terms and conditions, shall come into existence when we receive a copy of the Letter of Instructions signed by you.

2.2 Our terms and conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate.

2.3 These terms and conditions should be read together with the remainder of the Letter of Instructions. If there is any conflict between these terms and conditions and any other part of the Letter of Instructions, the other part of the Letter of Instructions will take precedence.

3. THE SERVICES

3.1 Unless you and we agree otherwise, we will begin the Services on the date on which the Contract comes into existence. We will perform the Services with reasonable care and skill.

3.2 Due to the nature of the Services, we cannot provide you with a specific date on which the Services (or any part of them) will be completed. Any date(s) provided by us are estimates only and are not a term of the Contract. We will not be responsible for any failure to advise or comment on any matter that falls outside the scope of the Services detailed in Annex 2 of the Letter of Instructions and you should ensure that Annex 2 is accurate and complete.

3.3 We will perform our obligations under the Contract in accordance with all applicable laws and regulatory requirements in force from time to time. Planning work (if any) will be carried out in accordance with the Royal Town Planning Institute Code of Professional Conduct then in force.

1 New York Street
Manchester
M1 4HD

T 0161 233 7676 turley.co.uk

- 3.4 If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any services you have paid for but not received.

4. CHANGES TO THE SERVICES

- 4.1 If you wish to make a change to the Services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to our fees for the Services, their timing or anything else which would be necessary as a result of your requested change and we will ask you to confirm whether you wish to go ahead with the change.
- 4.2 We may make changes to the Services to the extent required to comply with any applicable law, binding code of practice or safety requirements or if the change will not materially affect the nature or quality of the Services.

5. YOUR OBLIGATIONS

- 5.1 You shall:
- 5.1.1 co-operate with us and our representatives in all matters relating to the Services; and
- 5.1.2 provide us with the information that we reasonably require in order to supply the Services.
- 5.2 If either:
- 5.2.1 the performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or anyone acting on your behalf (such as a failure to comply with your obligations in clause 5.1) (for example, if you fail to allow us access to your property to supply the Services or do not provide adequate instructions/information to allow us to continue to supply the Services); or
- 5.2.2 you fail to pay any amount due to us by the due date for payment;
- (each referred to as a “Default”)
- then we may suspend the performance of the Services until you remedy the Default and we will not be responsible for any delay in providing (or failure to provide) any part of the Services to the extent that this is caused by your Default. We may also make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result of the Default. If you continue to be in breach of this clause 5, we may terminate this Contract in accordance with clause 8.

6. PRICE AND PAYMENT

- 6.1 The fees payable for the Services are specified in Annex 2 of the Letter of Instructions.
- 6.2 If the rate of VAT changes between the date on which the Contract commences and the date on which we provide any of the Services, we will adjust the rate of VAT that you pay for those Services which are carried out after the VAT rate change, unless you have already paid for them.
- 6.3 You must pay our invoices in full within 30 days from the date of the invoice.
- 6.4 If you fail to make any payment due to us under the Contract by the due date for payment, then we may charge you interest on the overdue amount at the rate of 3% per cent per annum above the Bank of England's base rate from time to time. This interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 6.5 If you think an invoice is wrong then please let us know promptly. We will not charge you interest on invoices disputed in good faith unless and until the dispute has been resolved in our favour.
- 6.6 Our bank details will not change during the course of this instruction and we will never change our bank account details via email. If you are in any doubt, please do not send funds to us electronically without speaking to us first to verify our account details. We will not accept liability for any payments into an incorrect account.

7. LIABILITY

- 7.1 Nothing in these terms and conditions limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded by law. For information on your consumer rights, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
- 7.2 Subject to clause 7.1:
- 7.2.1 if we fail to comply with these terms and conditions, we are responsible for loss or damage that you suffer that is a foreseeable result of our breaking this Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen (for example, if you discussed it with us prior to entering into the Contract or during the sales process);
- 7.2.2 our total liability to you in connection with this Contract shall be limited to an aggregate of £1,000,000 (one million pounds) or the total amount payable by you under the Contract (whichever is the greater).
- 7.3 We are only supplying the Services for domestic and private use. If you use the Services (or any Deliverables) for any commercial, business or re-sale purpose we will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.4 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.
- 7.5 The Deliverables and any advice given by us during the performance of the Services are provided solely for the purposes of the project for which we provide the Services, as outlined in the Letter of Instructions. We will not be liable for any loss or damage resulting from the use of or reliance on our advice or any Deliverables for any other purpose.

7.6 Where you consist of two or more persons, each of those persons shall be jointly and severally liable for your obligations under the Contract.

7.7 In accordance with the Royal Town Planning Institute Code of Professional Conduct, we hold professional liability insurance of £10 million, against claims arising from work undertaken or performed within the United Kingdom (including the Channel Islands and the Isle of Man) and Europe. Our professional liability insurance is provided by AIG Europe Limited, and they can be contacted at The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

8. TERMINATING THE CONTRACT

8.1 You may terminate the Contract (either in whole or in part) at any time by giving us at least 7 days' prior written notice, and by completing the cancellation form attached to these terms and conditions and posting it to us FAO Paul Deehan, Turley Associates, 1 New York Street, Manchester, M4 4AD or sending to us via email at paul.deehan@turley.co.uk. Or simply write to us including details of the services you have purchased, when you ordered them and your name and address.

8.2 For most of our services bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days of the date of the Letter of Instruction and receive a refund under the Consumer Contracts Regulations 2013 (the "Cooling Off Period"). However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. If you expressly inform us that you would like us to start providing the Services to you during the Cooling Off Period and you subsequently cancel the Contract during the Cooling off Period, you must pay for the work carried out and services performed up to date of cancellation.

8.3 We may suspend any Services or terminate the Contract (in whole or in part) immediately by providing you with written notice if:

8.3.1 you fail to pay any amount owed to us by the due date for payment;

8.3.2 you breach clause 5 of these terms and conditions;

8.3.3 you commit a serious breach of this Contract and (if it can be remedied) you fail to remedy that breach within 7 days of receiving a written request from us to do so;

8.3.4 any step is taken in relation to your bankruptcy (or any event occurs which has a similar effect in any other jurisdiction), or we reasonably believe that you are or will imminently become unable to pay your debts as they fall due;

8.3.5 by continuing to perform the Contract there would be a conflict of interest; or

8.3.6 we consider, in our reasonable opinion, that there has been a serious breakdown of confidence or relations between you and us.

8.4 On termination of the Contract:

8.4.1 you must pay to us all of our outstanding unpaid invoices and interest (except in circumstances when you cancel within the Cooling Off Period);

8.4.2 we will refund any money that you have paid in advance for Services not provided;

8.4.3 if you terminate the Contract after we have started the Services, you must pay us a reasonable sum for our work carried out and costs and expenses incurred in the performance of Services up until the time you terminate the Contract; and

8.4.4 clauses expressly or by implication surviving termination continue in full force and effect.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (including in the Deliverables) shall be owned by us and you acknowledge that except for clause 9.2 you will not acquire any right, title or interest in or to any such Intellectual Property Rights.

9.2 We grant you a non-exclusive, royalty-free licence to copy, reproduce, and use the Deliverables solely for the purpose of the project specified in the Letter of Instructions. This licence shall terminate immediately upon termination of the Contract pursuant to clause 9, unless the Deliverables have been paid for in full.

10. DATA PROTECTION AND HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 If we Process Personal Data on your behalf as part of the Services under the Contract, we and you shall both comply with our respective obligations under the Data Protection Legislation and the provisions of Annex 4 (where applicable).

10.2 We will comply with the Data Protection Legislation in relation to any Personal Data we collect and store about you.

10.3 We will only use your personal information as set out in our privacy policy for clients. Our privacy policy for clients is attached to this Letter of Instruction and is also available on our website.

10.4 We may amend our privacy policy for clients periodically to ensure that it is operating effectively and complies with relevant laws and regulations.

10.5 Where you provide any Personal Data to us (including that of third parties), you are responsible for ensuring that your disclosure of that data to us for the use by us in the provision of the Services complies with the requirements of the Data Protection Legislation. You have the sole responsibility for the accuracy, quality and legality of the Personal Data you provide to us.

11. OTHER IMPORTANT TERMS

11.1 Each of the clauses of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

- 11.2 If we don't insist immediately that you do anything required under these terms and conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 11.3 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or obligations under these terms to another person with our consent in writing. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 11.4 This Contract is between you and us. No other person has any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 11.5 These terms are governed by English law and you can bring legal proceedings in respect of the Contract in the English courts, or in the courts of the territory in which you live (if this is different).
- 11.6 We are subject to the Royal Town Planning Institute Code of Professional Conduct. A copy of the code can be obtained at http://www.rtpi.org.uk/media/831098/code_of_professional_conduct_2012.pdf.

12. CONTACTING US

- 12.1 If you need to contact us for any reason in connection with the Contract, you can contact us using the details provided in the Letter of Instructions.

Data Processor Clauses

1. For the purposes of this Annex 4:
 - 1.1 “Controller”, “Data Subject”, “International Organisation” and “Processor” have the same meaning as in the Data Protection Legislation; and
 - 1.2 “Third Country” means any country other than the United Kingdom that the UK Secretary of State has not deemed to provide an adequate level of protection for Personal Data under the Data Protection Legislation at the time of transfer of Personal Data.
2. The parties acknowledge that for the purposes of the Data Protection Legislation, you are the Controller and we are the Processor and, for the purposes of this Contract:
 - 2.1 the types of Personal Data are: **[insert details e.g. names and contact details of the client's staff, customers, members of the public etc.]** and the categories of Data Subjects are: **[insert details e.g. the client's staff, customers, members of the public etc.]**; and
 - 2.2 the nature/purpose of the Processing is to enable us to carry out the Services (which form the subject matter of the Processing) and the duration of the Processing shall be the term of this Contract.
3. We shall comply with our obligations under the Data Protection Legislation and shall, in particular:
 - 3.1 Process the Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with your written instructions (including with respect to transfers of Personal Data to a Third Country or to an International Organisation);
 - 3.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
 - 3.3 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;
 - 3.4 on request by you and taking into account the nature of the Processing and the information available to us, assist you in ensuring compliance with your obligations under Articles 32 to 36 of the UK GDPR (where applicable) in respect of the Personal Data;
 - 3.5 not transfer the Personal Data to a Third Country or to an International Organisation without your prior written consent;
 - 3.6 not engage any third party to carry out our Processing obligations under the Contract without obtaining your prior written consent and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this Annex 4;
 - 3.7 notify you, as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that request, unless authorised to do so by you) and assist you by technical and organisational measures, insofar as possible, for the fulfilment of your obligations in respect of such requests and complaints;
 - 3.8 notify you without undue delay on becoming aware of a Personal Data breach;
 - 3.9 on your request, make available all information necessary to demonstrate compliance with this Annex 4 and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by you (or its authorised representative) with respect to the Personal Data; and
 - 3.10 on termination or expiry of the Contract destroy, delete or return (as you direct) all Personal Data and delete all existing copies of such data unless required by law to keep or store such Personal Data.
4. You acknowledge that paragraph 3.1 shall not apply to the extent that we are required by law to Process the Personal Data other than in accordance with your instructions and we acknowledge that, in such a case, we must promptly inform you of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest).
5. We may, at any time on not less than 30 days' notice to you, revise this Annex 4 by replacing it with any Controller to Processor standard clauses adopted in accordance with Article 28 of the UK GDPR.