

**TERMS AND CONDITIONS OF APPOINTMENT
FOR DESIGN AND CONSULTANCY WORK ONLY**

1. **Definition:** Elwood Landscape Design Ltd shall be referred to as the Landscape Consultant.
2. **Duty of Care:** The Landscape Consultant will use reasonable skill, care and diligence in accordance with the normal standards of the profession.
3. **Landscape Consultants Authority:** The Landscape Consultant will act on behalf of the client in the matters set out or implied in these terms and conditions and the quotation / scope of work. The Landscape Consultant will obtain authority from the Client before initiating any service or work stage.
4. **Revisions to Conditions of Appointment:** The agreement between the Client and Landscape Consultant is deemed to allow for minor revisions due to changing circumstances. In long term commissions such changes will probably be due to unforeseen factors or matters beyond the control of the Landscape Consultant at the date of appointment.
5. **Additional Work:** Should the Landscape Consultant be required to carry out any work in addition to that agreed the Landscape Consultant reserves the right to charge an additional fee, which shall be quoted to the Client prior to commencement of the additional work. Changes required to completed design work due to changes in brief or due to other factors beyond the Landscape Consultant's control will be considered as additional work.
6. **Sub-Letting:** The Landscape Consultant shall not sub-contract any part of the commission without notifying the client and receiving formal agreement on the division of responsibility that will apply.
7. **Consultant Co-ordination:** The Landscape Consultant will have the responsibility to co-ordinate and integrate into the overall design the services provided by any consultant, however employed.
8. **Information from Client:** The client is required to provide the Landscape Consultant with such information and make such decisions as are necessary for the proper performance of the agreed service. The requirement and reasons for such timely action shall be explained to the Client by the Landscape Consultant so that the implications of delay are clearly understood by both parties.
9. **Copyright:** Copyright in all documents and drawings prepared by the Landscape Consultant shall unless otherwise agreed remain the property of the Landscape Consultant.
10. **Copyright Entitlement:** The Client will be entitled to use documents and drawings in executing the works for which they were prepared by the Landscape Consultant provided that: (a) all fees due to the Landscape Consultant have been paid in full, and (b) the entitlement relates only to that site for which the design was prepared. This entitlement applies to the design, maintenance and management of the works.
11. **Suspension by client:** The Client may suspend the Landscape Consultant's appointment in whole or in part subject to four week's notice being given in writing.
12. **Suspension by Consultant:** the Landscape Consultant will give immediate notice in writing, to the client of any situation arising from *force majeure* which makes it impractical to carry out any of the agreed services, and to agree with the client a suitable course of action.
13. **Resumption of Service:** Following the notice in accordance with clause 11, if no instruction has been received within 6 months, the Landscape Consultant shall make a written request for instructions. If no instruction is received within 30 days, the appointment will be treated as terminated.
14. **Termination:** The Landscape Consultant's appointment may be terminated by either party in accordance with clause 11 or 12.
15. **Death or Incapacity:** If death or incapacity stops the Landscape Consultant from carrying out the agreed duties under the appointment, it shall be terminated. As soon as all outstanding fees have been submitted or paid, the client will be entitled to use all data prepared on the project subject to the provisions in respect of copyright in accordance with clauses 9 and 10.
16. **Fees on Termination:** If the Landscape Consultant's appointment is terminated, the Landscape Consultant reserves the right to charge the client for any work completed or underway at the time of termination.
17. **Payment of Fees:** Payment of invoices shall be due within 14 days of the date of issue. Should there be any additional information required in relation to invoices, or should there be any dispute over the amount or other details then this should be notified to the Landscape Consultant within 7 days, otherwise the invoice will be deemed acceptable for payment.
18. **Late Payment:** On completion of the work an invoice will be issued, which will be payable within 28 days of the invoice date. Please ensure your Purchase Order recognises this requirement. We understand, and will exercise, our Statutory right to interest @ the current rate + the Bank of England Base Rate and Compensation costs under the Late Payments of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013, if payment is not made according to our agreed credit terms.
19. **Settlement of Disputes by Agreement:** Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the appointment without recourse to arbitration.
20. **Mediation:** Should the Client and the Landscape Consultant dispute any matter arising from an appointment under this document they are free by agreement to invite a third party to act as mediator to effect mediation and settlement before exercising their rights to other means of resolving the dispute. This third party should be well versed in the process of mediation.
21. **Ruling on a Joint Statement:** Any difference of dispute arising from a written appointment under this document may, by agreement, be referred to the Landscape Institute for a ruling by the President. The parties must agree: to prepare and submit with their submissions a joint statement of undisputed facts to reduce the area of dispute to a minimum; to accept the ruling as final and binding.
22. **Arbitration:** Any difference or dispute arising out of any appointment under this document which cannot be resolved in accordance with either clause 19 or 20 shall be referred to arbitration by a person to be agreed between the parties, or, failing agreement within 21 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be appointed at the request of either party by the President or Vice President for the time being of the Chartered Institute of Arbitrators.
23. **Governing Laws of England and Wales:** The application of these conditions shall be governed by the laws of England and Wales.

All clauses in this document shall be deemed to apply to the appointment unless specifically agreed otherwise in writing. This document is based on the Landscape Institute's 'Landscape Consultant's Appointment'.