

FEE PROPOSAL

Site: Princes Parade
Client: Folkestone & Hythe District Council
Date: 15/06/2018

Following your recent request for Landscape Architecture services for the above site, I set out below our suggested: 1) scope, 2) deliverables, and 3) fee proposal based thereon.

1.0 SCOPE

Following a review of the documents provided, we have identified our scope of works as follow:

- Outline proposals for landscape design for four key landscaped areas within the *Tibbalds* August 2017 Masterplan including: i) The Central Park, ii) the Western Park, and iii) the Ribbon Park connecting the sports centre to the Western Park, and iv) The promenade
- No work post outline proposals, i.e. planning, technical, tender or construction phase work is proposed at this stage.

2.0 DELIVERABLES

Initial Stages Design

- Assist the client to define the initial project requirements, brief, programme, and scope of services
- Desktop review of: project documents, site and context, landscape related planning policy and designations, rights of way, Geology and Soils, recorded landscape character...etc, that are likely to inform the design.
- Carry out a site visit recording: existing vegetation, landscape features, site boundary features, landform, land-use, circulation and access, character, visual considerations, constraints...etc, that are likely to inform the design.

Sketch/Outline Scheme

- Prepare 4no. sketch design proposals drawings (in full colour, nominal 1:500 scale @ A1 size), one for each of the four areas. The drawings will include the following information:
 - *Appraisal of relationship to land surrounding the site;*
 - *Existing landscape features retained (e.g. trees, hedges, habitats etc);*
 - *Hardstandings together with suggested finishes;*
 - *Site furniture;*

- *Play area zones (note: layout of play areas and suggested equipment will be indicative only);*
- *Boundary treatments;*
- *Outline planting design showing the main elements of tree and shrub planting, native screen thickets, grass areas, etc. (including a suggested schedule showing suggested species;*
- *Existing and preliminary proposed levels / contours;*
- *Images to illustrate all hard & soft materials with outline specifications;*
- *SUDs proposals;*
- *Brief landscape Design Statement*
- *Typical landscape sections and/or visualisations*

Note: An allowance has been made for one initial site appraisal and 2no further meetings in the above deliverable stage and included within the lump sum fee. Additional meetings will be charged at an hourly rate stated.

3.0 FEE PROPOSAL

Service	Method	Rate
Sketch / Outline Scheme for the Central Plaza	Lump sum fee	£2,500.00 + VAT
Sketch / Outline Scheme for the Western Park	Lump sum fee	£2,500.00 + VAT
Sketch / Outline Scheme for the Ribbon Park	Lump sum fee	£2,500.00 + VAT
Sketch / Outline Scheme for the promenade	Lump sum fee	£2,500.00 + VAT
Additional Meetings / Work To that described	Hourly Rate	£70.00 Principal Landscape Architect

Notes:

Mark Hanton Studio Standard Terms attached. The fee proposal is based on these terms and does not allow for the signing of any client appointment or collateral warranties that were not provided at the time of quoting, and that put additional liabilities upon us. Payment terms – upon receipt of invoice unless otherwise agreed. Invoices will be issued in stages appropriate to work carried out. Disbursements to be borne by the client.

One set of minor client changes is included within the lump sum fee, further or significant changes to the services such as redesigns, value engineering, additional information being required etc shall be subject to additional fees on the hourly rate stated.

Topographical/Arboricultural/Ecological surveys to be provided by client unless otherwise agreed. MHS to coordination with Ecologist and Arboriculturalist information as necessary.

All information will be prepared at an appropriate scale and drawing size. MHS reserve the right to modify the deliverables as it sees fit whilst still providing an equal level of service.

All information provided by the client is required in dwg format.

All information will be supplied by us in pdf format, with paper copies charged.

I hope you find this quotation acceptable and look forward to hearing from you soon.

Yours sincerely



Mark Hanton

CMLI, BA(Hons), PG Dip Landscape Architecture, MA Urban Design

MARK HANTON STUDIO
STANDARD GENERAL TERMS OF APPOINTMENT FOR PROFESSIONAL SERVICES

1. In this Agreement:

- "Banks"* means others who may choose to rely on the services undertaken in connection with this Agreement.
- "Client"* means the client for whom markhantonstudio is to carry out the Services;
- "Parties"* means markhantonstudio and the Client together;
- "Services"* means the services or any part thereof to be carried out by markhantonstudio for the Client;
- "Charges"* means the charges to be levied by markhantonstudio to the Client for the Services;
- "Intellectual Property"* means all drawings, software, reports, specification, bills of quantities, calculations and other documents and information prepared by or on behalf of markhantonstudio in connection with the Services;
- "Agreement"* means the contract between the Parties evidenced by a written quotation or estimate from markhantonstudio to the Client, identifying the Services and the Charges and any other relevant matters pertaining to the Services, and incorporating these standard general terms of appointment.
2. References to the masculine and singular shall include reference to the feminine, neuter and plural as appropriate and vice-versa; references to persons shall include reference to firms, corporations and unincorporated associations and vice-versa; references to statutes shall be taken to include reference to any modification, amendment or re-enactment of the statute in force.
3. Any alteration to this Agreement shall only be effective if agreed by markhantonstudio in writing.
4. This Agreement is the entire agreement between the Parties with respect to the Services and, save for a statement made fraudulently, the Parties accept that they are to have no rights or liabilities in respect of precontractual statements.
5. A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
6. The benefit and burden of this Agreement to the Client may be assigned only with markhantonstudio's express consent the giving of which shall be at markhantonstudio's entire discretion.
7. This Agreement shall be governed by and construed in accordance with English Law and be subject to the jurisdiction of the English Courts.
8. markhantonstudio shall carry out the Services using reasonable skill, care and diligence and in doing so shall be entitled to rely on information provided by the Client or on the Client's behalf.
9. The Client shall provide all necessary assistance to markhantonstudio in the carrying out of the Services and provide free of charge to markhantonstudio all data, reports, plans, drawings and other information (whether or not contained in documents) in the possession of the Client which pertain to the Services.
10. In the event that there is a material alteration in the Services and/or markhantonstudio are prevented from or delayed in undertaking the Services by reasons beyond their control, markhantonstudio shall be entitled to payment by the Client of their reasonable charges caused as a result of such alteration, prevention or delay and such charges will be treated as additional Charges payable in accordance with this Agreement.
11. Nothing in this Agreement shall restrict markhantonstudio's liability either, to the extent that the Unfair Contract Terms Act 1977 prohibits markhantonstudio from excluding or restricting such liability for death or personal injury, or for fraud.
12. markhantonstudio shall not be liable for any indirect, economic or consequential loss or damage arising from or in connection with this Agreement.
13. markhantonstudio will not be held liable for any delay or failure to fulfil markhantonstudio's obligations under this Agreement as a result of causes beyond markhantonstudio's reasonable control.
14. Save as above the liability of markhantonstudio and/or its officers, directors, employees and subcontractors under or in connection with this Agreement whether in contract, tort, breach of statutory duty or otherwise shall be limited to the lower of (i) such sum as markhantonstudio ought reasonably to pay having regard to its responsibility for the total loss or damage suffered by the Client on the basis that all other consultants, contractors or suppliers whose acts, omissions, services or advices have caused or contributed to the said loss or damage shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard only to the extent of their responsibility and ignoring any limitations of liability that may be incorporated into their contracts with the client or with any other party, (ii) the Charges, (iii) £1million; for the aggregate of all losses, liabilities or damages including interest thereon (if any) and any costs (including legal costs) suffered or incurred, directly or indirectly by the Client and or any Bank under or in connection with this Agreement on whom markhantonstudio has expressly agreed pursuant to the terms and conditions of this Agreement to confer on such Bank the right to enforce any term of this Agreement.
15. Save as otherwise expressly agreed in writing markhantonstudio is not responsible under this Agreement or otherwise for advising on, warning about, preventing or

mitigating any loss or damage wholly or partly arising out of, resulting from or caused or contributed to, directly or indirectly, by or associated in any way with any form of asbestos or any product that contains asbestos.

16. The parties agree and acknowledge that the clauses above relating to limitation of liability satisfy the requirement of reasonableness as set out in the Unfair Contract Terms Act 1977.
17. The limits of liability set out in this Agreement shall continue to bind the Client notwithstanding any termination of this Agreement.
18. markhantonstudio shall be under no obligation to provide collateral warranties or letters of reliance.
19. All Intellectual Property shall remain vested in markhantonstudio and markhantonstudio shall not be liable for the use by any person of Intellectual Property for any purpose other than that for which it was prepared. Provided that all sums due from the Client to markhantonstudio however arising and whether relating to this Agreement or any other have been paid, markhantonstudio grants a royalty free licence to the Client to use and to reproduce Intellectual Property in connection with the Services.
20. Until all sums due from the Client to markhantonstudio however arising and whether relating to this Agreement or any other have been paid markhantonstudio shall be entitled to a lien over all of the Client's documents in markhantonstudio's possession.
21. Any invoice issued by markhantonstudio further to this Agreement shall be payable upon receipt and time shall be of the essence in relation to payment. If an invoice or any balance of an invoice remains outstanding after 28 days from the invoice date the following sums shall be payable in addition at markhantonstudio's option:
- 21.1 a fixed sum calculated in accordance with s.5A, Late Payment of Commercial Debts (Interest) Act 1998;
- 21.2 interest from the date of invoice at the rate of 1.5% per month, compounded on a monthly basis, both before and after judgment; and
- 21.3 the full amount of markhantonstudio's administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
22. The Client shall have no right of set-off in any circumstances and:
- 22.1 all sums due to markhantonstudio in respect of this Agreement shall be paid in full without deduction save only for any deductions or withholdings required by law; and
- 22.2 if any deductions or withholdings are required by law the Client shall pay to markhantonstudio such further sums as will ensure that the aggregate of the sums paid or payable under this Agreement shall, after deducting all such deductions or withholdings, leave markhantonstudio with the same amount as it would have been entitled to receive under this Agreement in the absence of any such deductions or withholdings.
23. markhantonstudio may terminate this Agreement by giving at least 30 days' notice in writing to the Client in which event markhantonstudio shall be entitled to payment of that proportion of the Charges that relates to the Services performed up to the date of expiry of the notice to terminate.
24. markhantonstudio may suspend or terminate this Agreement with immediate effect without notice if the Client is in breach of any part of it or is subject to or instigates insolvency proceedings of any type or if markhantonstudio reasonably believes that the Client is or will be unable to pay its debts as they fall due. If markhantonstudio suspends or terminates this Agreement for such a reason the Client will not be entitled to make any claim against markhantonstudio in respect of such suspension or termination and the Client will remain liable to markhantonstudio in respect of all sums due.
25. Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Client (who will be responsible for reimbursing, on demand, markhantonstudio's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in markhantonstudio recovering a larger sum from HMRC than it is potentially liable to pay HMRC, markhantonstudio shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant Services already supplied, less additional VAT due to HMRC as a result of the decrease in markhantonstudio's input VAT recovery. The amount of VAT refunded to the Client shall be limited to the amount markhantonstudio receives from HMRC.
26. Fees and charges specified in the Agreement do not include any amount arising in respect of VAT (or other applicable taxes), which, if applicable, shall be payable by the Client and added to such fees at the rate in force at the time that they become due.
27. Any delay, waiver or abrogation by markhantonstudio in enforcing any aspect of this Agreement will not affect or restrict any of markhantonstudio's rights under this Agreement.