06 / SHORT / STANDALONE EDITION

Planning Application Preparation and Agency

A concise, editable client-facing precedent for selection, review and execution.

ENGLAND & WALES | ORIGINAL EDITABLE PRECEDENT | NOT AN OFFICIAL RIBA OR ARB CONTRACT

Complete all placeholders and check the appointment, insurance, competence and statutory dutyholders. Sign only ONE edition for a project. The detailed edition is not an automatic addendum to the short one.

Practice / contracting party	[Full legal name] trading as [trade name] OR [registered company name and number] — SELECT ONE
Business address	[Service / trading address]
Client / counterparty	[Full legal name, address, business or consumer status]
Project / premises	[Project title / postal address / reference]
Services and deliverables	[Schedule A and drawing / report issue list]
Commencement / milestones	[Start date; issue dates; dependencies]
Fees / VAT / expenses	[£ fixed fee / £ hourly; VAT status; approved expenses]
Invoicing / payment	[Milestones; due date; payment method]
Insurance / liability position	[Insurer; PI policy; limit; exclusions and legal review]

Appointment

Prepare agreed planning material and act as the client's submission agent where authorised.

Included services

The practice will undertake only the following, to the agreed design stage and issue status:

- Draft the agreed planning drawings and short design statement within competence
- Assemble client-supplied consultant reports and submit via the applicable portal if authorised
- Track validation correspondence and respond to [NUMBER] rounds of routine queries

Not included

The following are specifically outside the fee and appointment:

- Planning decision, appeal, consultation lobbying, highway reports, heritage assessments or specialist environmental reports unless separately appointed

Specialist caution

The client signs the necessary ownership certificates, pays authority fees and approves all submission documents before filing. No planning consent, determination date or validation outcome is guaranteed.

Standard working terms

Services are limited to the description and deliverables above. The practice will exercise reasonable professional care and skill; it does not warrant planning permission, a construction cost, a programme outcome or the accuracy of specialist work outside its appointment.

Instructions, fees and changes

The client provides reliable information, timely instructions and access. Fees and agreed expenses are invoiced at the milestones in the particulars. No extra service, revision or expense is chargeable without written agreement stating its price or pricing method. The practice may pause work for material non-payment after reasonable written notice, subject to applicable consumer law.

Permissions, safety and professional boundaries

Statutory applications, consultant appointments and contractor instructions require express authority. Each legally required designer/dutyholder must have the necessary competence. This agreement does not appoint the practice as CDM principal designer, Building Regulations principal designer, structural engineer, fire engineer, employer's agent or contract administrator.

Copyright, records and use

The practice retains copyright in original deliverables and, once sums properly due are paid, licenses the client to use them for the named project and agreed purpose. Third-party rights are excluded. Neither party may publish identifiable client information or project images without the other party's prior written consent, except where lawful or necessary for project delivery.

Issues, ending and law

Either party may terminate by [NUMBER] days' written notice, subject to accrued rights and reasonable payment for work properly completed. Each party must cooperate on a proportionate handover. Liability remains subject to applicable law; no term excludes liability which cannot lawfully be excluded. Raise complaints promptly; attempt discussion and mediation before litigation. English and Welsh law and courts apply, subject to mandatory consumer rights.

Consumer information and cancellation notice — complete when applicable

If the client is a consumer and the agreement is entered into online, by telephone or otherwise at a distance, or off the practice's business premises, a statutory 14-day cancellation right will generally apply, subject to the applicable exclusions and rules. The cancellation period normally starts the day after the contract is concluded. The consumer can cancel by any clear statement (including email to [EMAIL]) or using the form below. Applicable refunds will be made in accordance with law. The practice must give the required pre-contract information and a copy/confirmation on a durable medium.

Early-start request (only tick if requested by consumer): ☐ I expressly ask services to begin during the statutory cancellation period. I understand that if I cancel after such a lawful request, I may have to pay a proportionate amount for work supplied up to cancellation, and that I may lose the right to cancel after the service has been fully performed where the statutory conditions and required acknowledgment are satisfied.

Model cancellation form (optional use): To [PRACTICE LEGAL NAME, POSTAL ADDRESS, EMAIL]: I/we hereby give notice that I/we cancel my/our contract for [SERVICE], ordered on [DATE]. Consumer name: _____ Address: _____ Date: _____ Signature (only on paper): _____.

Execution / acceptance

This form is a draft until completed and expressly agreed. Signatures below are evidence of acceptance; a contract may otherwise arise under applicable law through conduct or other valid acceptance, so avoid beginning services before final terms are settled.

For the practice: Name _____ Capacity _____ Date _____

For the client / counterparty: Name _____ Capacity _____ Date _____

Signed agreement reference: _____ Version / schedules attached: _____

Note: this is an original practice-specific drafting aid informed by public professional guidance. It is not issued, endorsed or licensed by RIBA or approved by ARB. Obtain appropriately qualified legal and insurance review before issuing for signature.