



Feria Urbanism  
Second Floor Studio  
11 Fernside Road  
Bournemouth  
Dorset BH9 2LA UK  
+ 44 (0) 1202 548 676  
info@feria-urbanism.eu  
www.feria-urbanism.eu

Nether Wallop Parish Council  
c/o Karen Addison  
Dane Cottage, Five Bells Lane  
Nether Wallop, SO20 8EN

/ our ref: 209\_L\_191018\_KA  
/ 18.10.19  
/ sent by email to < karen@interfacetm.co.uk >

Dear Karen,

## Nether Wallop Neighbourhood Plan

Further to our meeting on Tuesday 15<sup>th</sup> October, and a subsequent exchange of emails, we are pleased to provide a fee quote for work to support you on the preparation of the Nether Wallop Neighbourhood Plan. Our work proposal is based upon the first part of the process chart that we shared with you earlier this week. This work programme will take you to the first statutory consultation milestone, the Pre-Submission (Regulation 14) Consultation. The only stages that remain after this milestone are the revision of the plan prior to submission to Test Valley Borough Council, examination and referendum. So this programme takes you a long way towards completion of the project.

At this stage, we have not suggested any timelines for these tasks — these can be discussed and agreed at any subsequent inception meeting.

We are aware from our discussions that much work has already been undertaken by the various working groups and that a household survey is about to be issued by the steering group. Our work proposal acknowledges these actions and is based around our support being complementary to these existing work streams. We want to work with these results and use local knowledge and expertise in the right places.

If you are happy to proceed on the basis of this proposal, we will need written confirmation from the clerk to the parish council. If you have any questions about this work proposal, do please get in touch.

With kind regards,

A handwritten signature in black ink that reads "Richard Eastham". The signature is written in a cursive, flowing style.

Richard Eastham [for and on behalf of Feria Limited]

TASKS		Richard £475/day	Team* £275/day
1/2	<b>Inception Meeting &amp; Site Visits</b> Our team will spend a full day in the village, to include round-table inception meeting to refine scope of work and agree forward programme. This day will also include a full assessment of the village and surroundings, including photography.	1	3
3	<b>Prepare Consultation Materials</b> We shall prepare bespoke materials, incorporating the results of the household survey and the results of the working groups e.g. green spaces, local history etc.	1	3
4	<b>Organise &amp; Run Consultation Events</b> We will organise and run a series of events targeting different demographic groups to help develop the vision and objectives. These events are most likely be held on a weekday evening — exact times and formats to be agreed.	2	5
5	<b>Prepare Interim Report</b> This report will summarise the results of the work so far and present a preferred vision and set of objectives for the parish. To be agreed by the parish council as the basis for the next steps in the process.	2	3
6	<b>Develop Policy Themes &amp; Supporting Vision Text</b> We we lead on the preparation of the first outline draft of the neighbourhood plan, with policy headings and supporting information, plans and illustrations.	2	3
7	<b>Exhibition &amp; Engagement Event</b> Our team will organise and run a “drop-in” style poster exhibition at which the outline plan, policy themes and vision text will be tested with the local community. We shall catalogue the responses and advise on revisions.	2	6
8	<b>Prepare Pre-Submission (Regulation 14) Consultation Version of the Plan</b> We shall prepare the full draft of the plan, ready for its formal six-week consultation with the public, the local planning authority and the various statutory agencies.	4	5
TOTALS		14	28
FEE		<b>£14,350</b> + reasonable expenses + 20% VAT	

\* Team refers to Henrike Johannsen, Anna Freiesleben and/or Amy Speed. One or more of the team will be supporting Richard on this project at various points in the process — the exact arrangements to be confirmed.

NOTE: Reasonable expenses are external to this fee and will car mileage (as appropriate), overnight accommodation (if required), subsistence expenses, venue hire (if required) and printing of materials (e.g. plans, maps, posters, final documents etc.)



## Standard Terms & Conditions

All services provided by Feria Limited to the client are subject to the following general terms and conditions.

### Definitions

The Client: The company, organisation or individual requesting the services of Feria Limited.

Feria Limited: Primary designer & employees or affiliates.

- Any proposal(s) supplied by Feria Limited shall be deemed to include these terms and conditions and an acceptance of any such proposal or tender shall be deemed to be an acceptance of these terms and conditions.
- The copyright design rights and all other types of intellectual property right in any proposal and any draft designs shall at all times remain with Feria Limited. Any tender draft or proposal shall be treated as confidential information by the client who shall not divulge nor permit any of its servants, agents or employees to divulge the contents thereof.
- In the event any proposal is not accepted by the client all copies of the proposal together with any accompanying documentation shall remain confidential.
- A proposal is deemed to be accepted where agreement is provided either by email, telephone, mail or fax ("the Commission").
- Any costing or timetable provided by Feria Limited shall be provided on the basis of the Commission shall hold good for 30 days and if not accepted within that period shall be subject to review and adjustment by Feria Limited.
- Any statement by Feria Limited as to the date of completion of the Commission is an estimate only. Feria Limited will use reasonable endeavours to comply with any timetable but will be under no liability to the client or any other person in the event the Commission is not completed by the agreed date. Feria Limited alone shall specify when the commission or any stage thereof has been completed.
- Any alteration to the Commission agreed between the client and Feria Limited shall entitle Feria Limited to review and adjust any costing or timetable provided to the client.
- Unless otherwise agreed in writing any costing of the Commission will be exclusive of VAT disbursements and reasonable expenses incurred by Feria Limited. Feria Limited shall have absolute discretion regarding the use of specialist materials or services in completion of the Commission [including (without prejudice to the generality of the foregoing): photography, type-setting, courier services, express deliveries, long distance telephone calls and facsimile transmissions and the client shall fully reimburse Feria Limited for the cost of such items] and may sub-contract such elements of the Commission as it deems appropriate.
- All fees, charges and disbursements shall be paid within 30 days of the submission of Feria Limited's account (unless otherwise agreed) in default of which interest shall accrue on the gross amount of the account so outstanding at a rate of 4% above the base rate of RBS Bank from time to time and Feria Limited reserves the right to stop work on the Commission should any account not be paid. Non-payment will result in legal action being taken if necessary.
- Feria Limited reserves the right to require the client to provide sums on account of the fee for the Commission or any disbursement or to require that the client obtain or provide to Feria Limited any specialist material or service.
- Feria Limited shall provide such information regarding the amount of costs incurred as the client may reasonably require.
- Unless otherwise agreed in writing Feria Limited may submit interim accounts for payment notwithstanding that the Commission has yet to be completed.
- On completion of the Commission and payment of all Feria Limited's accounts Feria Limited shall grant to the client at the cost of the client a license to exploit the finished version of the designs created modified or used in connection with the Commission ("the Works") for the purposes and in the territories specified in the Commission or if no such territories are specified the United Kingdom.
- The license granted shall extend to the Works in electronic form only. If the client requires a license in respect of tangible copies of the Works this may be granted at the absolute discretion of Feria Limited at additional cost.
- Feria Limited reserves such rights as are necessary for Feria Limited to use the Works for its archive and/or any advertising of its business (if any).
- The client acknowledges that each Work is created according to its own instructions and Feria Limited makes no warranty as to its quality or suitability for any purpose or compliance with any rules regulations standards or criteria save that the Work will reasonably conform to the Commission. Where drafts are submitted for approval to the client the client shall be responsible for the correction of errors or omissions and Feria Limited shall bear no liability whatsoever in respect of any errors or omissions subsequently discovered.
- Feria Limited shall not in any circumstances be liable for any loss of profit or any consequential loss suffered by the client or by any third party and in any event any claim against Feria Limited shall be limited to the amount of Feria Limited's fees and charges for the Commission. The client shall indemnify Feria Limited against any liability over and above the said amount absolutely.
- Feria Limited warrants that it has not knowingly infringed any copyright design right or patent in the completion of the Commission and subject thereto the client agrees to indemnify Feria Limited against any claim for infringement of any such right.
- The client warrants that the information given to Feria Limited in the Commission does not infringe any patent copyright or design right; is not information received by the client in confidence from a third party; is not defamatory and does not contravene any act of Parliament any subsidiary legislation any order of any Court or any other restraint and agrees to indemnify Feria Limited against any claim arising from the use thereof in breach of any such matter.
- Where the Commission includes printing by Feria Limited the client acknowledges that due to the nature of the process there may be some non-material variation in colour tone or printing quality. Feria Limited warrants it will use reasonable care and skill in the production of the printed items.
- Without prejudice to its existing rights Feria Limited may terminate this contract immediately if the client is in default of any term of any contract between Feria Limited and the client or if the client becomes insolvent. Either party may terminate this contract by the giving of two months written notice to the other. Upon such termination the client will pay Feria Limited any fees due, including fees for the period up to the end of the notice, together with any VAT and disbursements and will return all of the Works forthwith.
- Any goods or chattels supplied by or on behalf of the client to Feria Limited are insured for their replacement value only and the client shall bear the risk of any addition loss or damage from the date of the contract.
- Nothing in this agreement shall operate so as to create a partnership or joint venture of any kind between Feria Limited and any other person.
- The client may not assign the benefit of this agreement or any right arising there from in any way whatsoever.
- This agreement shall be construed in accordance with the laws of England.