

Pre/Post-application Advice Request

Please provide the following information:

Section 1 - Your Details

Contact Name:	
Company Name:	
Your Reference:	
Address:	
Postcode:	
Phone:	
Email:	

Section 2 – About the proposed development

Site Address/Location of Site:	Submit a location plan A location plan clearly showing the boundary of the proposed development must be submitted with your enquiry. This should be at a scale between 1:100 and 1:2500. If there are any watercourses, water features and drainage infrastructure on or within the vicinity of your development site, you will need to identify these on your location plan.
Postcode:	
National Grid Map Reference:	
Local Planning Authority and contact:	
Planning application reference (if applicable):	

Section 3 – Description of the proposed development

Please give a full description of the development/change of use proposed, as much information as possible will enable a full response.
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Section 4 – Surface Water Drainage

Please provide details of proposed surface water drainage disposal and if applicable, existing surface water drainage arrangements. This should include as much information as is currently available including proposed discharge location, flow rates and volumes and how water quality will be managed. Where applicable reference, should be made to the Board’s Guidance and Policy.

Section 5 – Foul Water or Treated Effluent Drainage

Please provide details of proposed foul water drainage disposal or treated sewage effluent (where connection of foul sewage to the public system is not practicable in accordance with Building Regs part H)”

Notes and terms and conditions:

These are the standard terms and conditions that apply to any charged planning advice we give.

Interpretation

The following terms have the following meanings:

"advice" means the provision by Us of chargeable advice to You related to Your planning application prior to it being formally submitted to the relevant authority and/or after such submission and/or after the grant of Your planning application, such advice may include but not be limited to: surface water management; watercourse management and maintenance; water level management; pollution prevention; flood and coastal risk management.

"contract duration" means either the period between the submission of this form and the provision of advice by Us or the period specified in a programme

"Party" "Parties" means You and Us

"planning application" means an application for planning permission or development consent order

"programme" means the schedule of work to provide the advice that You want Us to provide for You. This is only applicable to advice that is more than one written response.

"We" "Us" "Our" means the Somerset Drainage Boards Consortium incorporating the Axe Brue and Parrett Drainage Boards (and includes our officers, employees, contractors and agents)

"working day" means the hours between 9.00am and 5pm on any day other than a Saturday, Sunday or public holiday in England

"You" "Your" means the applicant named or proposed to be named in the planning application or grant of your planning application, as applicable (and includes your employees, contractors and agents)

Work we will do

1.1 We will provide You with Our advice based on the information submitted and if applicable as set out in the programme and as permitted under these terms & conditions.

1.2 We may consult other regulators and government bodies or other relevant authorities where we consider they are relevant.

Programme

2.1 If applicable, We will agree with You a programme that sets out the advice You want from Us and when You want it. Otherwise, we will provide one written response based on the information submitted with this application. We will use reasonable endeavours to give You Our advice as set out in the programme (or in the absence of a specified programme within a reasonable time) but We don't guarantee to meet these timescales.

2.2 You and We may at any time agree changes to a programme. Such changes will be agreed in writing.

Work you will do

3.1 You will request Our advice in accordance with the application form and a programme if applicable.

3.2 You will make available to Us such information (including maps, reports, plans and drawings as relevant) and provide such support as We may reasonably require in relation to Your requests for Our advice.

3.3 You will discuss with Us when You have any changes to your proposals or additional requests for Our advice however we are under no obligation to provide advice in relation to such changes unless and until they have been agreed in writing as set out in Condition 2.2 or an additional fee has been provided.

Commencement and term

4.1 If a programme is being used, We will start to give You advice from the commencement date that We will agree with You and We will stop giving You advice on the last day of the contract duration. We will agree these dates with You and set these dates out in the programme.

4.2 The Parties may agree in writing to extend the contract duration.

Costs of our advice

5.1 You will pay Us all of the reasonable costs and expenses We incur in giving You Our advice.

5.2 We will charge You in accordance with the latest Somerset Drainage Boards Consortium's charging schedule. for each hour of staff time required in giving You Our advice either from the commencement date if a programme is applicable or In addition We will charge You for any other reasonable costs We incur (including the costs of advice from external consultants if we consider such advice necessary) and provide You with evidence of them.

5.3 Before We start work We will give You a costs estimate in writing. This will include a breakdown showing what work the costs are for, and approximately when the costs will occur. We will tell You if the costs estimate may change when We receive more information from You and from others, and when We agree with You in writing any changes to a programme under Condition 2.2.

5.4 You will tell us if You disagree with the costs estimate given under Condition 5.3 and why as soon as possible after You receive it, and not later than 2 weeks after You receive it.

5.5 You may terminate this agreement on the basis that the costs estimate is not acceptable at any time before We start work.

5.6 We will send You invoices quarterly if a programme is employed or an invoice with the written advice. Charges invoiced will be exclusive of VAT or any other relevant taxes. Invoices are payable within 30 days of the date of issue.

Acknowledgement

6.1 You acknowledge and agree that when We give You Our advice it places Us under no obligation to

You:

- i. to make any favourable recommendation to a local planning authority or the Planning Inspectorate in relation to Your planning application; or
- ii. to grant any related consents or permits which We are responsible for determining.

6.2 We will use reasonable skill, care and diligence when We provide You with advice, which will be based on the information available to us at the time and the laws, policy and guidance in place at the time.

You must ensure that the advice and information We give You meets Your needs and You are responsible for the consequences of any use to which You put it.

Confidential information

7.1 Subject to Condition 1.2, we will only disclose confidential information You send us to any third party where it must be disclosed by operation of law, statute or regulation or the order of any competent authority. You should note that We are subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and We may be required to disclose certain information upon request.

7.2 Condition 7.1 will not apply where We have obtained information separately without confidentiality obligations or where it becomes publicly available otherwise than by a breach of obligation or confidentiality.

7.3 Condition 7.2 doesn't prevent Us providing a copy of any advice provided under this Agreement in relation to a formal application for the planning application or discharge of conditions.

Termination

8.1 Either Party may terminate this agreement between us by:

- i. at any time by giving the other Party not less than 14 calendar days' notice in writing of its intention to terminate on that date. We will not unreasonably terminate this agreement.
- ii. by giving the other Party notice in writing with immediate effect if the other Party (the Defaulting Party) commits a material breach of this agreement and if:
 - the Defaulting Party has not remedied, or commenced and is diligently proceeding to remedy, the breach to the reasonable satisfaction of the other Party within 14 calendar days after service of a notice in writing specifying the breach and requesting it to be remedied; or
 - the breach is not capable of remedy; or
 - the breach is a fundamental breach of this agreement; or
 - the other Party becomes insolvent, is declared bankrupt, has a receiver appointed, enters into an arrangement with its creditors, or an order is made or a resolution passed for its winding up except where it is for the purpose of restructuring and the resulting institution agrees to be bound by this agreement.

8.2 If at the time that an agreement is terminated We have any outstanding costs which would otherwise have been payable by You under Conditions 5.1 to 5.2, or in relation to contracts or arrangements with third parties which cannot be immediately terminated You shall pay any such costs.

8.3 All provisions which would be required to survive the Agreement in order to have their intended effect will be deemed to survive termination.

Disclaimer

9.1 Neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations which it is not permissible to exclude by law.

9.2 Subject to Condition 9.1 We shall not be held liable in contract, negligence or otherwise for the consequences of You following or relying upon comments or views given to You by Us or any act, omission, event or circumstance or series of acts events or circumstances relating to this Agreement or with respect to the matters contemplated herein.

General

10.1 Any variation of these terms and conditions will only be valid if it is in writing and signed by both Parties.

10.2 Our obligations to You under these terms and conditions may be suspended because of any event which is beyond Our reasonable control and which means We can't carry out the work.

10.3 The use of these terms and conditions is subject to the law of England and Wales.

10.4 This agreement consists of (in order of precedence in case of conflict between them): Our offer letter to You, any variation in accordance with condition 2.2, 4.2 and 10.1, these terms and conditions, any estimate We provide, the programme and your acceptance of these terms and conditions. This is the whole agreement and excludes any representations whether oral or in writing.

Dispute resolution

11.1 Any dispute between the Parties arising out of this agreement will be referred first to Your project manager and Our senior manager for resolution before any formal action or proceedings are taken by either Party.