



NUKO Planning Limited – Terms and Conditions

Updated: 19th March 2026

NUKO Planning Limited (Company No. 12619250) ("NUKO") is an RTPI Chartered Practice registered in the United Kingdom.

These terms and conditions ("**Conditions**") apply to all professional and contracting services supplied by NUKO to the client identified in the proposal or engagement letter (the "**Client**"). These Conditions must be read together with the relevant proposal, scope, fee quote or engagement letter (the "**Proposal**").

1. Definitions and interpretation

In these Conditions: **Contract** means the agreement formed under clause 2; **Deliverables** means any advice, report, drawing, plan, letter, application document, data or other output produced as part of the Work; **Excluded Loss** means loss of profit, loss of business, loss of goodwill, loss of anticipated savings, loss of contract, and any indirect or consequential loss; **Fee** means the fees payable for the Work as set out in the Proposal (or otherwise agreed in writing); **Work** means the services and scope described in the Proposal.

Headings do not affect interpretation. Words such as "including" mean "including without limitation". A reference to law includes amendments and re-enactments. The singular includes the plural and vice versa.

2. Contract formation and precedence

2.1 The Proposal is open for acceptance for 3 months from its date unless stated otherwise.



2.2 A binding contract (the **Contract**) is formed when the Client accepts the Proposal in writing (including by email), issues a purchase order referencing the Proposal, or instructs NUKO to commence the Work (whichever occurs first).

2.3 The Client's standard terms and conditions do not apply unless expressly agreed in writing by NUKO.

2.4 If there is any conflict between the Proposal and these Conditions, the Proposal prevails to the extent of the conflict.

2.5 Any variation to the Contract must be agreed in writing.

3. NUKO's services and standard of care

3.1 NUKO will perform the Work with reasonable skill, care and diligence, in accordance with the Proposal and applicable law in force at the time the Contract is made.

3.2 Any dates or programmes are estimates only unless expressly stated to be binding.

3.3 NUKO maintains professional indemnity insurance of at least £1,000,000 per claim (or such other amount stated in the Proposal) where commercially available at reasonable rates.

4. Client obligations

4.1 The Client will provide timely instructions, access and complete and accurate information reasonably required for NUKO to perform the Work. NUKO is entitled to rely on information provided by the Client and others on the Client's behalf.

4.2 The Client is responsible for appointing and managing any principal designer/principal contractor roles and for compliance with CDM and site health and safety duties unless the Proposal expressly states otherwise.

4.3 The Client must confirm in writing any variations or additional instructions. NUKO may adjust the Fee and programme to reflect variations.



4.4 Where the Client requests NUKO to act as the Client's agent for agreed purposes, the Client will indemnify NUKO against claims arising from that agency except to the extent caused by NUKO's negligence.

4.5 Where there is more than one Client, each Client is jointly and severally liable for all obligations under the Contract including payment.

4.6 The Client will obtain all third-party consents and permissions required to enable the Work (including access permissions) unless the Proposal states otherwise.

5. Fees, expenses and payment

5.1 The Fee is as set out in the Proposal. Unless stated otherwise, fees cover professional time, whether at the Client's premises or elsewhere, including reasonable travel time.

5.2 Disbursements and out-of-pocket expenses are charged at cost plus a 10% handling charge unless the Proposal states otherwise.

5.3 The Client is responsible for all applicable taxes, including VAT.

5.4 Fees are invoiced in accordance with the Proposal. If the Proposal does not specify a schedule, NUKO may invoice monthly in arrears. Each invoice is due on the date of issue and payable within 28 calendar days.

5.5 Where the Construction Act payment notice regime applies, NUKO's invoice is the payee notice and the invoice value is the notified sum. Any pay less notice must be served not less than 14 days before the final date for payment and must specify the sum considered due and the basis of calculation. The Client must pay any undisputed amount by the final date for payment.

5.6 If any sum is not paid by the final date for payment, NUKO may charge interest from the day after the final date for payment until actual payment, at the higher of (a) 12% per annum above the Bank of England base rate or (b) the statutory interest rate. Statutory late payment compensation is also payable in accordance with the Late Payment of Commercial Debts (Interest) legislation.



5.7 The Client will reimburse NUKO on demand for all **reasonable costs and expenses** incurred in recovering overdue sums, including (without limitation) reasonable legal costs, court fees, debt collection agency fees and enforcement costs.

5.8 NUKO may, on reasonable notice, request a deposit/retainer or payment in advance where reasonably required to commence or continue the Work (for example, where the scope changes materially or where previous invoices have not been paid on time).

5.9 NUKO may withhold issue of Deliverables (including submission of any application or document) to the extent that sums which are **due and undisputed** remain unpaid.

5.10 If any invoice remains unpaid after the final date for payment and the Client has not served a valid pay less notice (where applicable), NUKO may suspend all or part of the Work on not less than 7 days' written notice. NUKO is not liable for any delay or disruption caused by lawful suspension. The Client will pay NUKO's reasonable additional costs arising directly from suspension and resumption of the Work.

6. Third-party appointments (through appointments)

6.1 Where, at the Client's request or with the Client's approval, NUKO engages or appoints any third party in connection with the Work (including specialist consultants, advisers, contractors or service providers) ("**Through Appointment**"), the third party's fees and expenses (and any applicable VAT) are payable by the Client and are additional to the Fee unless expressly stated otherwise in the Proposal.

6.2 Unless agreed otherwise in writing, the Client will pay the third party directly, or reimburse NUKO on demand where NUKO has paid the third party on the Client's behalf.

6.3 NUKO is not responsible for the acts, omissions or defaults of any third party appointed under this clause, except that NUKO will use reasonable skill and care in selecting that third party where selection is within NUKO's control.

7. Subcontracting



7.1 NUKO may subcontract parts of the Work. NUKO remains responsible for the performance of subcontracted services.

8. Liability

8.1 Nothing in the Contract limits or excludes liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation, or any other liability which cannot legally be limited or excluded.

8.2 Subject to clause 8.1, NUKO is not liable for any Excluded Loss.

8.3 Subject to clause 8.1, NUKO's total aggregate liability to the Client arising out of or in connection with the Contract (whether in contract, tort (including negligence), breach of statutory duty or otherwise) is limited to the lower of: (a) £1,000,000; and (b) the amount recoverable under NUKO's professional indemnity insurance in force at the time the relevant claim (or circumstance) is notified to insurers.

8.4 Where NUKO is responsible for loss or damage, NUKO's liability is limited to the proportion of the Client's loss that is just and equitable having regard to NUKO's responsibility for that loss.

8.5 If NUKO breaches the duty in clause 3.1, NUKO's liability is limited to the reasonable cost of correcting or completing the relevant part of the Work or (if necessary) procuring replacement services of equivalent standard within the scope of the Work.

8.6 Deliverables are prepared for the Client for the purposes of the Work only. NUKO accepts no liability for use of Deliverables for any other purpose or by any third party, unless NUKO has expressly agreed otherwise in writing.

8.7 No proceedings may be commenced against NUKO more than 6 years after completion of the Work (being the date NUKO issues the final Deliverable for the Work).

8.8 All warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.



9. Confidentiality and data protection

9.1 The Proposal, the Work and all information shared in connection with them is confidential and must not be disclosed to any third party except as required for the Work, with the other party's consent, or as required by law or a regulator.

9.2 Neither party will issue publicity or marketing relating to the project (including use of names/logos) without the other party's prior written consent, not to be unreasonably withheld where consent is requested for standard portfolio use.

9.3 Each party will comply with applicable data protection laws (including UK GDPR and the Data Protection Act 2018) when processing personal data under the Contract.

9.4 NUKO may retain copies of Deliverables and project records for professional and legal purposes.

10. Intellectual property and licence

10.1 Copyright and all intellectual property rights in Deliverables remain with NUKO (or its licensors).

10.2 Upon payment of all sums due, NUKO grants the Client a non-exclusive licence to use the Deliverables for the Client's internal purposes and solely for the project/work described in the Proposal.

10.3 The Client must not amend the Deliverables (except for formatting) or use extracts out of context where doing so may create a misleading impression, without NUKO's prior written consent.

10.4 The Client must not assign or transfer the benefit of the Contract or the Deliverables to any third party without NUKO's prior written consent (which may be subject to an administration fee and reasonable conditions).

11. Suspension, termination and consequences



11.1 Either party may notify the other of a material breach. Where the breach is capable of remedy, the breaching party will have a reasonable period (not less than 7 days, unless urgent) to remedy it.

11.2 Without limiting any other right, NUKO may terminate the Contract on written notice if any undisputed invoice remains unpaid for 14 days after the final date for payment.

11.3 Either party may terminate the Contract immediately on written notice if the other becomes insolvent or is unable to pay its debts as they fall due, enters administration/liquidation, or makes an arrangement with creditors.

11.4 On termination for any reason, the Client will pay NUKO for all Work carried out up to the termination date, together with any properly incurred commitments, costs and expenses. Where termination is due to the Client's breach, NUKO may also charge reasonable demobilisation and administration costs.

11.5 Clauses intended to survive termination (including payment, confidentiality, intellectual property, liability, dispute resolution and governing law) continue in force.

12. Dispute resolution

12.1 The parties will use reasonable endeavours to resolve disputes promptly through good faith negotiation between senior representatives.

12.2 Either party may refer a dispute to adjudication at any time where the statutory adjudication regime applies. The adjudicator will be agreed between the parties or nominated by the Construction Industry Council if not agreed within 7 days.

12.3 Subject to clause 12.2 where applicable, the courts of England and Wales have exclusive jurisdiction.

13. Force majeure

13.1 Neither party is liable for delay or failure to perform caused by events beyond its reasonable control (including acts of God, fire, flood, extreme weather, war, civil unrest,



strikes, epidemics/pandemics, failure of utilities or communications, or failure by the Client to provide access or information).

13.2 If a force majeure event continues for more than 90 days, either party may terminate on written notice. The Client will pay for Work performed up to termination.

14. Notices

14.1 Notices must be in writing and sent by email or recorded delivery to the addresses stated in the Proposal (or otherwise notified). Email notices are effective when acknowledged by the recipient (not to be unreasonably withheld or delayed).

15. Non-solicitation

15.1 The Client will not, during the Contract and for 6 months afterwards, solicit for employment any employee of NUKO with whom it has had material dealings in connection with the Work. If the Client breaches this clause, the Client will pay NUKO a reasonable recruitment and disruption fee, being the greater of £50,000 or 20% of the total employment cost of that employee.

16. General

16.1 This Contract constitutes the entire agreement between the parties and supersedes all previous agreements relating to its subject matter.

16.2 If any provision is held invalid or unenforceable, it will be treated as modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force.

16.3 A waiver is only effective in writing and only for the specific circumstances for which it is given. Failure to exercise a right is not a waiver.

16.4 No person other than a party to the Contract may enforce any term of it under the Contracts (Rights of Third Parties) Act 1999.

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16.5 NUKO may assign or subcontract its rights and obligations to a group company or successor business on notice to the Client, provided this does not materially reduce the standard of service.

16.6 The Contract and any dispute arising from it are governed by English law.

NUKO Planning Limited

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