

PYRAMID PLANNING – Terms of Service

Section A – No Guarantees

1. We do not provide any guarantees or warrant and do not accept any liability, that any planning permission, or other approvals/processes, will be granted or determined.
2. We do not provide any guarantees or warrant and do not accept any liability, that any planning permission, or other approvals/processes, will be granted or determined in any particular timeframe.
3. Any service you procure with Pyramid Planning is procured and paid for in the knowledge that you are not guaranteed to receive planning permission/any other consent you are seeking to secure.
4. Any service you procure with Pyramid Planning is procured and paid for in the knowledge that you are not guaranteed to win any appeal you may choose to make, be it against the refusal of a planning permission/other consent or any enforcement related appeal.
5. We do not guarantee that any land you put forward to a local plan 'call for sites' will be taken forward by the relevant local authority.
6. We do not guarantee that any representations/objections you ask Pyramid Planning to make on your behalf will influence/result in any particular outcome.
7. Advice provided as part of pre application advice is made on the best professional judgement of Pyramid Planning and Pyramid Planning do not accept any liability if you choose to follow advice provided and any consent sought is subsequently refused or any appeal made dismissed.
8. In no event will Pyramid Planning be liable for any loss or damage, including without limitation, indirect or consequential loss or damage (including but not limited to loss of revenue, loss of profits, loss of sales or business, loss of agreements or contracts, loss or damage to goodwill, loss of anticipated savings, wasted expenditure, loss of privacy, loss of use of any building or site, loss of any contract or loss of data), or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the services we provide, or the use of the Pyramid Planning website. Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

Section B – Services We Provide

9. Pyramid Planning provide informal planning advice in relation to the Town and Country Planning Act 1990 and the Town and Country Planning (Local Planning) (England) Regulations 2012 and various other pieces of secondary planning legislation.
10. Pyramid Planning do not provide professional advice or any kind of service in relation to the need to obtain building control approval as per the Building Regulations (2010). If your project needs building control approval, the onus is on you as the client to ensure you have the correct approvals in place and Pyramid Planning do not accept any liability for loss or damage of any kind because of not being compliant with the relevant legislation and regulations.
11. Pyramid Planning do not provide professional advice or any kind of service in relation to the need to obtain any kind of license(s) as required by the Housing Act 2004. If your project needs any kind of licence as required by the Housing Act 2004, the onus is on you as the client to ensure you have the correct licence(s) in place and Pyramid Planning do not accept any liability for loss or damage of any kind because of not being compliant with the relevant legislation and regulations.
12. If you choose to procure services with Pyramid Planning, two thirds of the quoted fee is to be paid prior to the commencement of work and the remaining third is to be paid prior to the submission of any application, appeal, or any other submission/action. The first two thirds of the fee is paid as a part payment of the full fee quote. The remaining third of the fee is the remainder of the quote, plus any additional costs, e.g. anything that is listed in Section 3 and that is not listed in Section 2 of the Fee Proposal. No work will commence until the initial two-thirds payment is received in cleared funds.

13. Where the Fee Proposal is for services valued at less than £500.00, or is in relation to the appeal of an enforcement notice, the full fee is to be paid up front prior to the commencement of works. Full fee is payable at the request of Pyramid Planning.
14. During the course of carrying out work, it may become apparent that new or additional tasks are required that fall outside the scope of the original fee quote. If this occurs, the nature and cost of the additional work will be agreed with you in writing before any such work is undertaken. Additional work will be billed separately under a new job number, and must be paid in full (regardless of the amount) prior to commencement.
15. Where amendments, alterations, or updates are requested to work that has already been produced under the original instruction, an hourly charge of £100.00 will apply. A minimum fee of one (1) hour will be charged for any such amendments. This applies to all post-completion revisions requested by the client, including adjustments to drawings, written reports, or plans, regardless of the reason for the change. This clause does not apply to corrections due to errors on the part of Pyramid Planning, which will be addressed at no additional cost.
16. If, after instructing Pyramid Planning, you choose not to proceed with a submission (such as an application, appeal, or other agreed action) and work has already commenced, a portion of the remaining quoted fee will still be payable. This is to cover the work completed up to the point of cancellation and is calculated as follows:
 - Elevation drawings produced: 30% of remaining balance;
 - Elevations + floor plans: 50%;
 - Elevations, floor plans + other drawings: 70%;
 - All drawings + written work (e.g. Planning Statement, Design and Access Statement): 85%;
 - Written reports only: 85%;
 - Any direct costs already incurred by Pyramid Planning at the time of cancellation (e.g. printing, postage, third-party consultations) are also payable in full.

No part of the work may be used, submitted, or relied upon until full payment is received. Pyramid Planning retains all intellectual property rights until the remaining balance is paid in full, which must be settled within 5 working days of cancellation. If you decide to resume the project within 6 months:

- 85% of the outstanding balance must be paid in full to recommence;
 - The final 15% of the original quote is payable before submission of the work, regardless of who submits it.
17. The quoted fee does not include the cost of any specialist reports which may be required from third parties. The fee associated with any specialist reports shall be paid in addition to any fees owed to Pyramid Planning and shall be paid by you, the client, directly to the third party. 'Specialist Reports' refers to, but is not limited to, reports in relation to trees, archaeology, heritage, flooding, urban design or energy assessments.
 18. The quoted fee does not include cost of any fees incurred because of the need for any legal work in connection with a statutory declaration, or any other legal work external to services provided by Pyramid Planning.
 19. The fees required to be paid to Pyramid Planning do not include any fees which are owed to the local authority, for example the fee for an application, pre application advice, an appeal fee, or any other fee. Depending on your preference as client, you can either pay any local authority fees yourself directly, or if you prefer you can pay the local authority fee to Pyramid Planning who will then pay the fee to the local authority on your behalf, without additional cost.
 20. The fee quoted is strictly in relation to the itemised work outlined in Section 2 of the Fee Proposal, provided to you alongside these terms of service, and excludes those actions/items/services listed in Section 3 of the Fee Proposal.

Section C – Advice Provided

21. We do not provide any legal, investment, or financial advice or information and are not advising on the commercial viability or suitability of any proposals. The relevant independent expert advice should be sought accordingly.

22. No advice or recommendations given either on the Pyramid Planning website, or verbal or written advice provided by Pyramid Planning should be construed as legal, investment or financial advice. You should undertake appropriate research and seek expert advice with regards to the relevant risks.

Section D – Communication and Website

23. The information contained on the Pyramid Planning website is for general information purposes only and does not constitute legal or professional advice.
24. The information is provided by Pyramid Planning and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
25. Through the Pyramid Planning website, you can link to other websites which are not under the control of Pyramid Planning. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
26. Every effort is made to keep the Pyramid Planning website up and running smoothly. However, Pyramid Planning takes no responsibility for, and will not be liable for, the website being temporarily or otherwise unavailable.
27. This fee proposal and terms of service and any attachments are confidential and intended solely for the use of the individual or organisation to whom it is addressed.
28. If you are not the intended recipient and have received this e-mail in error, any use, dissemination, forwarding, printing, or copying of it is strictly prohibited and you are requested to contact the sender and delete the material from any computer.
29. Whilst we make every effort to keep our network free from viruses, you need to verify that this e-mail and any attachments are virus-free, as we can take no responsibility for any computer virus which might be transferred by way of them.
30. Any dispute arising from these Terms shall be governed by and construed in accordance with the laws of England and Wales.

Section E – Definitions

31. For the purposes of these Terms of Service, the following definitions apply:
- **“You” / “Client”** – refers to the individual, company, or organisation instructing Pyramid Planning to carry out planning-related services;
 - **“Pyramid Planning” / “We” / “Us” / “Our”** – refers to Pyramid Planning, the trading name under which professional planning consultancy services are provided;
 - **“Work”** – refers to all deliverables and outputs created or prepared by Pyramid Planning under instruction, including but not limited to written reports, planning statements, appeals, drawings, plans, and applications;
 - **“Submission”** – refers to any formal or informal application, appeal, representation, or other planning-related communication or documentation prepared for submission to a local planning authority, the Planning Inspectorate, or other relevant body;
 - **“Fee Proposal”** – refers to the document provided by Pyramid Planning setting out the proposed scope of work, itemised tasks, associated fees, and relevant exclusions;
 - **“Remaining Balance”** – refers to the portion of the originally quoted fee that remains unpaid at the time of cancellation or prior to final submission, exclusive of any additional or third-party costs;
 - **“Specialist Reports”** – refers to reports or assessments required from third parties to support a planning submission, including but not limited to reports relating to trees, archaeology, heritage, ecology, flood risk, urban design, or energy;

- **“Third Party”** – refers to any person or organisation not directly affiliated with or employed by Pyramid Planning, including external consultants, statutory bodies, and any other entities engaged to provide additional services.