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20th May 2021

Dear Mr Dixit Joshi,

23 LINKSWAY, NORTHWOOD – TRANSPORT PLANNING CONSULTANCY SERVICES

Thank you for giving us the opportunity to assist you in relation to proposed works at the above property. I note that the proposals seek to provide alterations to the external landscaping as well as the inclusion of an internal driveway containing two vehicular access points directly off Linksway. The property is located within the administrative boundary of the London Borough of Hillingdon (LBH). It is understood that this commission seeks the provision of a Transport Note (TN) in order to support a new planning application.

It is understood that LBH refused planning permission in April 2021. The transport / highways related reasons for refusal contained within the Decision Notice were due to highway and pedestrian safety, contrary to Policies DMT 1 (managing transport impacts) and DMT 2 (highways impact) of the Hillingdon Local Plan (2020). However, it is noted that within the Officer's Report the Highway Officer stated that the proposal is not compliant with Policy DMT 6 (vehicle parking). No reference was made to any other policy by the Highway Officer. A review of the officer representations and the noted policies suggests that a stronger case could be put forward by the applicant to better justify the proposed scheme.

Taking the above into account, the proposed scope of works to undertake the study is as follows:

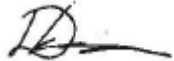
- Obtain and review relevant background information. This includes:
 - i. Details of proposed development
 - ii. Existing and proposed site layout and access plans;
 - iii. Availability of any mapping (e.g. ordnance survey / topographical survey / tree plan); and
 - iv. Any relevant correspondence with the Council including Officer Reports and Decision Notice.
- Establish baseline conditions including site accessibility by public transport, on-street parking restrictions, speed limit and personal injury accidents.
- Review and provide advice in relation to site layout and access based on current design standards.
- Undertake vehicle swept path analysis if required to demonstrate that vehicles can enter and exit the site in a forward direction.
- Visibility splay checks to ensure that safe visibility can be achieved for exiting vehicles.
- Ongoing liaison with the project team up to planning submission in terms of providing advice where necessary in relation to traffic and transport related issues. Correspondence with the project team shall be via telephone and email.

- Prepare a draft Transport Note (TN) report detailing the process undertaken and the findings of the study, for submission to the client / design team for review.
- Upon receipt of one set of consolidated comments from the client / design team, the draft note will be revised with the final version issued to accompany the planning application submission.

Work is undertaken on a time-spent basis to an agreed budget estimate. I suggest that a fee budget of **£1,750 (excluding VAT)** would be appropriate to cover the work up to the submission of the planning application as outlined above. The fee does not include face to face meetings, surveys and any other tasks outside of the scope above. Should additional work be required as a result of client instructions or as a consequence of further discussions with the Highway Authority, this would be charged on a time spent basis. Disbursements such as travel expenses and purchase of mapping are charged at costs incurred to the company.

I trust that you find this information useful and look forward to working with you on the project. If you have any queries or should you wish to discuss any particular aspects of the project, please feel free to contact me.

Yours sincerely,



Devinda Kumarasinghe
Director
DIRMAK Transport Planning

Enclosed: Terms and Conditions of Appointment



TERMS AND CONDITIONS OF APPOINTMENT

1. This document sets out the standard terms and conditions for all professional work undertaken by DIRMAK Transport Planning Limited (DIRMAK). These terms and conditions shall not be treated as varied or waived unless expressly agreed in writing by the parties. For the purposes of this document and unless otherwise agreed, the parties are considered to be you, the Client, and DIRMAK.
2. Subject to any other agreement, these terms have precedence over any others contained in other documents or letters. If we are instructed to proceed with a project, or specific elements of a project, we shall be entitled to assume your acceptance of these terms, conditions and fee rates.
3. Unless otherwise agreed elsewhere in writing, we will charge our fees on a time-spent basis. When specifically requested we will provide a budget estimate of our costs for our involvement in a project as a whole or for a specific element of work within a project. This budget will be our best estimate at the time of appointment and will be based on the information provided to us at that time regarding the nature of the project. There may be occasions when a budget will need to be reviewed and increased, such as in the event of significant changes to the project proposals or timescales, or because of other factors beyond our control. At such times the Client will be informed accordingly and a new budget will be requested.
4. Individual members of staff are charged out according to experience and the level of seniority exercised in relation to a particular project. Fees are reviewed annually as of 1 April and charges for an individual may be reviewed from time to time.
5. Our fees and expenses for a particular project, as set out in any fee proposal/fee estimate, remain open for acceptance for 3 months from the date of the fee proposal/fee estimate. Acceptance of any offer constitutes valid creation of a contract between DIRMAK and you, the Client, and acceptance of these terms and conditions to which the said contract shall be subject.
6. VAT will be applied to qualifying services and items at the standard rate.
7. Time spent travelling by any DIRMAK member of staff in connection with the project will be charged at the relevant hourly rate.
8. Unless otherwise agreed, invoices will include reimbursable costs and expenses associated with the work for travel, accommodation, subsistence, printing, computing and any other reasonable expenses. We will not normally add a handling charge to external costs. However, in certain circumstances, costs incurred by DIRMAK for sub-contracted work, such as traffic surveys or safety audits, may be subject to a handling charge not exceeding 10%.
9. Other significant external costs to be incurred on your behalf, such as planning application or other statutory fees are payable in advance. We reserve the right not to proceed in this respect until such time as payment has been made in full.
10. Invoices will usually be issued monthly from the start of our services, unless otherwise agreed or stated in the fee proposal/fee estimate. Payment in full is due on receipt of the invoice with the final date for payment being 28 days thereafter. Without prejudice to any other rights we may have we may add interest and compensation at the statutory rate as set from time to time for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 from the final date for payment until payment is made in full. If you fail to pay in full by the final date for payment, we reserve the right to either terminate our engagement (and claim damages on the basis of such termination having arisen as a result of your breach) or suspend our services until the outstanding amount, together with interest, has been received.
11. Our duty is to exercise all reasonable skill, care and diligence in the discharge of the agreed services. Save as set out within these terms, our Appointment shall be subject to and in accordance with the Association of Consulting Engineers' Conditions of Engagement 1981 as revised from time to time. Unless expressly agreed in writing, we shall not be liable or responsible for the performance or the output of work of any other person not engaged by us.
12. Any contract between DIRMAK and you resulting from acceptance of these Terms and Conditions is personal to you. The services and all written reports or other communications shall be for your benefit only and shall not be passed to any other person without our consent.
13. We will have a general lien on all documents, papers, files etc. in our possession related to any project for which our rendered invoices remain unpaid.
14. The headings in these Terms are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of these Terms.
15. Any contract between DIRMAK and you resulting from acceptance of these Terms and Conditions does not confer any rights on anyone other than the parties to it.
16. These Terms and Conditions shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts in connection with any dispute that may arise in relation to it.