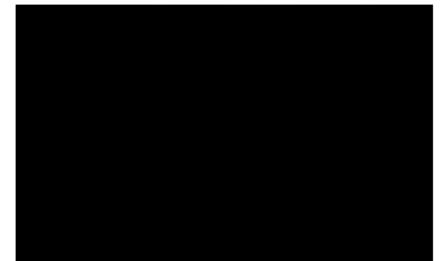
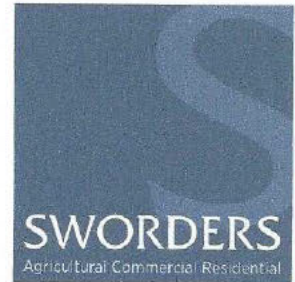


10th September 2019

Our ref: HD/SMI515 219299 001 10 09 19



COPY TO PLEASE SIGN AND RETURN

Dear [REDACTED]

RE: PLANNING OPPORTUNITIES, LAND AT BASSINGBOURN

Further to your initial correspondence with my colleague [REDACTED] and our recent correspondence regarding your land held adjacent to Bassingbourn, please see below our thoughts in relation to the land and its future planning potential.

Overview of the land

I understand your land is held under title number CB263713 situated to the west of Bassingbourn. I believe the land extends to approximately 25 acres (10 hectares) with road access onto Brook Road along its southern boundary. Its western boundary follows a stream and footpath whilst its eastern and northern boundary fronts further agricultural land. The block of land also surrounds your property, [REDACTED]

South Cambridgeshire Local Plan

As explained in my emailed dated 8th August 2019, South Cambs adopted their local plan in September 2018. This sets out their planning policies within the district over a set period of time. Within this plan, Bassingbourn is identified as a 'Minor Rural Centre' with a designated development boundary. In such locations, development is only permitted within development boundaries for up to 30 dwellings in accordance with Policy S/9. Your land is not within the village development boundary, therefore it is unlikely that a planning application would be supported on the site for residential use within this plan period. However, as your land is adjacent to the development boundary, this could present an opportunity for development in the future.

Greater Cambridge Local Plan

South Cambs are now in the process of preparing a joint local plan with Cambridge City Council, which once adopted will be known as the Greater Cambridge Local Plan. This plan is in its early stages of



preparation and therefore presents an opportunity to put your site forward for development. As part of the plan preparation process, a 'Call for Sites' period is held which allows landowners to put forward sites they think have potential for development. These sites will then be considered and analysed and eventually those sites deemed suitable will be allocated for housing.

The Call for Sites window technically ended in March, however having spoken to South Camb's planning policy team, they are still accepting applications. The process at this stage would consist of filling in a form to submit to the council to consider along with a plan outlining the land. South Camb's indicated when I spoke to them that they would look to issue feedback on sites in December/early January.

Whilst entering a site to the Call for Sites process is by no means a guarantee that the land will be considered appropriate for development, for the relatively low cost associated with submitting an application it is arguably worth participating, with little to lose if the application is not successful. There are of course constraints on the site that will need to be overcome, for example the fact that the site is separated from the rest of the village by a small stream, however having had a look at the Environment Agency's flood maps, it does not look like to land either side of the stream is marked as within the floodzone which is positive. The fact that it is opposite the school certainly is an advantage.

Our fees

I would propose our fees in relation to this matter be charged on a time basis. Our charge out rates vary depending on the member of staff involved, with our hourly rates ranging from £80 to £200 + VAT. My time is currently charged out at £90 + VAT per hour however I would also seek the input from some of our senior planners, with their time charged out at £130 + VAT per hour. On this basis, I would envisage as a mid-range estimate our fees in relation to preparing and submitting the application form, including a plan outlining the land, to be between £350 to £500 + VAT.

In addition to our fees, we will also need to purchase the Ordnance Survey data for the site. This is not usually expensive and will be required if the site is considered suitable for development in the future. I will provide a quote for this before purchasing the data for you to consider.

In the event that South Camb's were to take your site to the next stage, we would of course be happy to assist with this and can advise of our likely costs at the appropriate time.

Filing

Please note that your client reference is **SMI515** and the file reference relating to this sale is **219299**. We endeavour to save all electronic communications by client and file references and therefore it would be very helpful if, in any emails and letters, you could kindly use these references.

Money Laundering Regulations

We are required by the Money Laundering Regulations to identify you in accordance with a specific procedure. I would be grateful therefore if you could kindly provide a copy of your passport



(photograph page) or a copy of your photograph driving licence. In addition to this, we also require a utility bill in your name to your home address.

Conflicts of Interest

When commencing work for client we run a check to see whether or not we act or have acted for the other parties against whom we are likely to be negotiating. However, as you will appreciate, some instructions evolve over a period of time and therefore if you or we become aware of a potential conflict arising, we should each notify the other immediately.

Terms of Business

As a firm of Chartered Surveyors we are required to produce Standard Terms of Business in accordance with RICS guidelines and any advice given to you in given on the basis of these terms. A copy is attached and if you have any queries or questions in relation thereto do not hesitate to contact me.

If you are happy to proceed on this basis, please can you kindly sign where indicated below as the owner of the land and return a completed copy to us as soon as possible.

If you have any questions or would like to discuss any of the above in detail please do not hesitate to contact me.

With kind regards

Yours sincerely

[Redacted signature area]

[Redacted] RICS

Surveyor

Direct email: [Redacted]

Countersigned by way of agreement:	
Signature	Date: 11.09.19
Signature	Date: 11 September 2019



TERMS OF BUSINESS

Introduction

Sworders is the trading name for Sworders Agricultural Commercial and Residential Limited. As Chartered Surveyors, we aim to provide high quality advice specific to clients' requirements. This document details our general terms of business and should be considered in conjunction with any individual letter of instruction.

Confidentiality

Information that we obtain from clients will not be disclosed to third parties except where authorised by those clients or where we are working with other professionals who are also advising and as required by law.

Conflicts of Interest

We act for many clients. On occasion we are requested to act for one client against another. We will decline such an instruction unless we have a specific request from both parties that they are content for us to act. If clients feel there is or may be a potential conflict of interest, for any reason whatsoever, they should inform us immediately and we shall, if requested to do so, immediately cease to act. In this instance all fees incurred to this point will become due on a time basis.

Files

The files that we keep will remain our property although, in accordance with RICS guidelines, clients are entitled to copies of documents thereon where such are directly relevant to their affairs. In practice, it is generally our policy to copy all relevant correspondence and other documentation to clients at the time but if clients require copies at any time we can supply them subject only to recovery of our reasonable copying costs. Files are kept for a minimum of six years although we endeavour to keep files for longer periods where we have ongoing work for the same client.

Data Protection Act

As part of clients' instructions to us, we require consent to store information about them electronically. In return we undertake not to disclose this information to other parties, but may use it to send clients information of our services which might be of interest. If you do not wish to be on our mailing list, please tell us.

Fees

All work will be charged on a time basis unless otherwise agreed.

Time Based Work

Time based work is time recorded and an appropriate charge out rate applied.



Contingency Work	Contingency (i.e. Performance Linked) work is also time recorded but the charge-out rate and any premium that may be appropriate will reflect the risk undertaken.
Commission Fees	Typically agreed for property, machinery, livestock and quota sales, commission fees are pre-agreed as a fixed percentage of sale price.
Fixed Fees	For certain types of work (where the amount of work likely to be required can be assessed in advance with a reasonable degree of accuracy) we are happy to quote fees at a fixed level. However, such fees should be agreed prior to work commencing.
Fee Rates	As is normal professional practice, our charge out rates are based on the degree of qualification and experience of the employee and responsibility for the work undertaken.
Revision of Fee Rates	The charge out rates used in calculating our fees will vary periodically and are normally subject to revision annually.
Invoices	Please note that occasionally there is a delay in some time being recorded on the system that may pre-date an invoice and this will be added to your next invoice.
Payment of Fees	<p>Invoices will be rendered for each type of work undertaken and are due on presentation. We reserve the right to add an interest charge at a rate of 2% per month simple interest on any bills remaining unpaid 30 days after presentation.</p> <p>Unless otherwise agreed between us in writing, each and every party whose interests we represent while acting in accordance with your instructions will be jointly and severally liable for the payment in full of all our fees, expenses, and VAT.</p> <p>If an invoice remains unpaid 30 days after presentation we reserve the right to cease all work on the instruction until such time as the outstanding amount is paid in full.</p> <p>Presentation means sent by first class post to the Client's current and/or registered address or their last known address, and:-</p> <ul style="list-style-type: none">if posted on a Monday or Tuesday shall be deemed served on the following Thursday;if posted on a Wednesday or Thursday shall be deemed served on the following Tuesday;if posted on a Friday, Saturday or Sunday shall be deemed served on the following Wednesday.



Presentation may be affected by courier and shall be deemed to have been affected on delivery by the courier to the Client's current and/or registered address, or their last known address.

Presentation of any written notice or other communication may be affected by fax or e-mail and shall be deemed to have been affected on transmission of the fax or e-mail to the Client's last known fax number or e-mail address.

Contracts (Rights of Third Parties Act) 1999

A person who is not a party to the agreement covered by these standard terms of business has no right under the Contracts (Rights of Third Parties Act) 1999 to enforce any terms of the agreement, including those set out in the standard terms of business, but this does not affect a right or remedy of a third party which exists or is available apart from the Act.

Intellectual Rights

Property

We shall retain ownership of copyright of all plans, drawings and other work undertaken subject to the rights of third parties such as Ordnance Survey.

As long as all fees payable by you to us have been paid in full, we hereby grant you a personal, non-exclusive, non-transferable licence to use such plans, drawings and other work undertaken and make copies for private use but only for the purpose for which the work was originally undertaken.

Copyright

We reserve the right to withdraw use of our plans, reports or other information provided in any form if our fees are not settled in full in accordance with our terms of business. As such, if you are relying on our work (for example in planning enforcement situations, as expert witness reports in court or elsewhere) the withdrawal of our work means you will no longer be able to use it as part of these processes.

Where clients have a genuine difficulty in paying, they should contact us at the earliest opportunity.

Expenses

In addition to our fees, out of pocket expenses incurred directly on behalf of clients will be charged to the client. These might include OS Data on disk, photography, travelling and, on occasion, use of external contractors. All such costs other than travelling expenses will however be pre-agreed with the client and generally (other than for modest expenses) will require direct payment or payment in advance to be held on our clients account. Travelling time is also chargeable.

**VAT**

All fees and expenses are subject to VAT other than where clients are exempted from VAT for reason of their non-European tax base.

Clients Account

All monies held on behalf of clients whether received from clients to provide us with budget for marketing or other expenses, whether relating to fees paid in advance or whether sums received from third parties, will be paid into the Sworders Client Account, which is held with Barclays Bank.

This is a non-interest-bearing account and all bank charges and other costs relating to the management of the account (both payable to the bank, our own auditors and to the RICS through subscription) are payable by Sworders.

Limitation of Liability

Our liability in connection with this engagement shall be limited to a maximum of £1,000,000 to cover claims of any sort whatsoever (including interest and costs) and, subject to that cap, to that part of any loss suffered which is proportional to our responsibility.

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017/692)

Sworders is not registered as a Money Service Business and cannot accept cash payments of more than €15,000. However, it is Sworders' policy not to accept any cash payments except in exceptional circumstances. As part of our money laundering procedure, where we enter into a business relationship with our clients, we will carry out customer due diligence checks and will require evidence of identity (passport or photographic driver's licence) and proof of address (a utility bill for example). Where there is a legal or regulatory requirement to do so, Sworders retains the right to request evidence of identity beyond the above examples, depending upon the entity of the client, in order to ensure Sworders. For example, for a Trust, charity or Limited (public and private) Company all directors and the individual representing the company will be asked to provide evidence of their identity and address as well as the company's registration number and registered address. For an individual living outside the United Kingdom at least two documents proving address will be requested. Please note that all parties within property transactions such as purchasers of property.

In accordance with the regulations, we are required to report any suspicious transactions and this duty overrides our duty of client confidentiality. To confirm, these records will be kept for at least 5 years and a maximum of 10 years.

Commission

It is our policy not to accept commission from third parties so as to avoid potential conflict of interest. However, if we consider it to be in



our client's interest for us to receive such a commission so that we may reduce our fees to the client we will discuss this with you.

If we are offered or receive commission from a third party in relation to a matter which we are handling for you, we will inform you accordingly.

Dis-instruction

Should a client wish to dis-instruct us at any time for any reason whatsoever, they may do so in writing and upon settling our reasonable fees incurred to that date (including fees on a time basis relating to any contingency work).

Putting Instructions on Hold

Where clients delay instructions or wish to put the matter on 'hold', we reserve the right to send an interim bill, the scale of which will reflect the time-scale for which we are expected to put the matter on hold.

If we are unable to progress an instruction due to a delay in the client responding to our written (via e-mail or letter) request for their instructions, and if the aggregate of delays on the part of the client amounts to more than two months, our reasonable fees to date will be due on a time basis. For the avoidance of doubt this proviso concerns all work, whether carried out on a time, contingency or commission basis.

Actions of the Client

In the event that we are acting on a shared risk or performance linked basis, then if for any reason clients take any action that is outside of the scope of our instruction or contradicts the agreed strategy to the extent that it becomes prejudicial to our ability to secure a positive result, then we shall become entitled to terminate our instruction and our fees will become due on a time basis.

Death or Incapacity of the Client

If the client is an individual (or more than one individual), then in the event of the death or incapacity of the client (or one or more of the clients), we will continue to act on behalf of the Executors and subsequently the beneficiaries on the same terms as originally instructed. If the Executors choose to terminate our instructions, they will need to do so as if they were the client, with the same provisions applying. However, if Sworders continuing to act would create a conflict of interest, we may decline to act any further, with our fees to be settled as if we had been dis-instructed.

Exclusion from Liability

It is a condition of your agreement with Sworders that the duties and responsibilities owed to you are solely and exclusively those of the firm and that no employee of Sworders shall owe you any personal duty of care or be liable to you for any loss or damage howsoever arising as a



consequence of the acts or omissions of such employee (including negligent acts or omissions) save and to the extent that such loss or damage is caused by fraud, dishonesty, wilful misconduct or unauthorised conduct on the part of such employee.

This term is intended to be enforceable by and for the benefit of the employees of Sworders.

Construction (Design and Management) Regulations 2015

In April 2015 the Construction (Design and Management) Regulations 2015 were introduced. These regulations identify the client's responsibility for Health and Safety within a building project and as designers we have a legal duty to ensure that our clients have been made aware of their obligations.

Further information is available in the document "Construction (Design and Management) Regulations 2015. Guidance on Regulations – L153" which is available as a free download from the Health Safety Executive website. Table 1 on page 6 indicates the client's role in brief with further information in paragraphs 23-52. Part 2, page 14, should also be looked at in detail. If you are considering any construction works the HSE document "Need building work done? A short guide for clients on the Construction (Design and Management) Regulations 2015" gives a summary of the regulations.

Though the majority of the regulations only apply once a project has progressed past the initial design stage, the onus of the regulations falls on all participants of a project from the outset and as a result clients should make themselves aware of their obligations at the earliest stage.

Building Regulations

Please note that our fee estimates relate to drawing work for planning purposes only; the level of detail required for a Building Regulations application will be considerably more. Given that there is always a risk in obtaining planning permission, we would recommend a level of drawing detail that is appropriate to apply for planning permission. There will then be further cost involved in upgrading the drawings to deal with Building Regulations, for which we could quote separately, but the benefit of deferring this work is that it is not incurred as an additional cost at risk during the planning process.

Complaints

If clients have a problem with any of our services, which they are unable to resolve with the individual(s) responsible for the matter, they should contact the Managing Director who will make every effort to resolve the problem. Our Complaints Handling Procedure is available on request.



Applicable Law

Our relationship with you will be governed by the laws of England and will be subject to the exclusive jurisdiction of the English courts.

Post-performance Services

Sworders reserve the right to charge for the work we conduct on a time basis following completion of the initial instruction. Time based fees will be incurred following written or verbal instructions and if verbal instructions are given, Sworders will confirm the instruction in writing.