



Derby City Council

DESIGN OPTIMISATION SERVICE AGREEMENT FORM

This agreement form (“the **Agreement**”) has been prepared with the purpose of formalising engagement with the DCC Design Optimisation Service (“**DOS**”) offered by the Council (“the **Council**”).

It is important to read through the information in this agreement carefully. It is also advised that you (“the **Applicant**”) are familiar with the information provided on the ‘*Design Optimisation Service Applicant Information Sheet*’ to ensure you fully understand the scope and nature of DOS, prior to opting in.

Please note, the scope of DOS is to provide informal, without prejudice architectural, urban and landscape design advice only. This advice does not guarantee planning approval.

Details of agent/person making this enquiry <i>(name, address, contact details)</i>	
DCC planning application reference <i>eg: 25/00054/FUL</i> <i>(relevant only for Pathway 2)</i>	
Description of proposal	
Address of site	
Application stage <i>(select from list)</i>	
Pathway requested <i>(select from list)</i>	
Application category <i>(select from list)</i> <i>(as per the Pre-application categories)</i>	Category
Review of proposals post workshop <i>(select from list)</i> <i>NB: only applies to Pathway 1, additional fee payable)</i>	

List of documents/plans to be reviewed during workshop	
Date of request <i>(DD.MM.YYYY)</i>	
Fees submitted <i>(Submit your payment using our online payment service)</i>	£
Payment receipt number	
Signature	

DCC officers will be in touch in due course following receipt of this form and payment to schedule the workshop.

NOTES:

1. *Please refer to the 'DCC Design optimisation Service Applicant Information Sheet for further information on the scope and nature of the service, and to determine what the correct Pathway is for your application.*
2. *DOS is not available for application categories D, E, G and H.*
3. *For Pathway 2, there is no option for a review of revised proposals following the workshop. The proposals would be reviewed formally as part of the planning application determination.*
4. *The duration of the workshop is set out in the Applicant Information Sheet. This time limit will be strictly adhered to. There will be no scope for further design discussion outside of the workshop, unless a 'Review of Proposals' has been selected (for Pathway 1 only).*
5. *DOS will not guarantee planning permission or mean that an application will be looked on favourably by officers during determination.*
6. *There may be cases where despite the architectural, urban and landscape design being satisfactory after having engaged with DOS, a proposal may still be recommended for refusal on other grounds. For example: highways or policy reasons.*
7. *The informal advice provided during the workshop and subsequent 'Post-workshop Advice Form' would not be binding on any future recommendation which may be made to the Council or any formal decision by the Council, not binding on any future decision we might make, and cannot pre-empt consideration of a formal application.*
8. *Any advice given is without prejudice.*
9. *The informal officer advice or sketches included as part of the 'Post Workshop Advice Form' are given in good faith on the basis of the information available at the present time. The advice may be subject to revision following further examination or consultation, or where additional information comes to light, and is therefore not binding on any future recommendation which may be made to the Council or any formal decision by the Council.*

TERMS AND CONDITIONS

1. The Council will provide DOS to the Applicant using reasonable skill and care commensurate with the service that DOS represents.
2. DOS is supplied to the Applicant without any warranty or guarantee from the Council in relation to any application for the grant planning consent to which the DOS may relate.
3. The Applicant will indemnify and hold harmless the Council for any and all costs, liabilities and damages incurred by the Applicant in relation to the provision of the DOS and the failure by the Applicant to obtain any planning consent to which the DOS may relate.
4. Without prejudice to any other provision within these terms and conditions the maximum liability of the Council shall be limited to the value of the DOS provided to the Applicant.
5. Time shall not be of the essence in relation to the provision of the DOS .
6. Once payment is received from the Applicant for the provision of DOS no refund or part thereof shall be forthcoming unless the Council in its absolute discretion determines to offer such a refund.
7. Notwithstanding the provisions of clause 6 the Council reserves the right to refuse the provision of DOS to any Applicant without reason

8. Any notice in relation to this Agreement must be served in writing and delivered by hand or posted by first class post (deemed to have been delivered by 09.00hrs on the next working day after posting) in the case of the Council for the attention of Paul Clarke the Council House , Corporation Street Derby DE1 2RS and in the case of the Applicant the address will be deemed to be that provided by the Applicant at the point of application for DOS unless otherwise advised in writing.
9. The Contract (Rights of third Parties) Act 1999 shall not apply to this Agreement and the terms herein shall not be enforceable by any party who is not a party to this Agreement
10. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
11. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).