

## Terms and Conditions of Appointment

All engagements accepted by Quantum Golf Ltd are subject to the following terms of business except where changes are expressly agreed in writing.

### 1. General Conditions

- 1.1 We will observe the byelaws, regulations and ethical guidelines of the Royal Town Planning Institute and accept instructions to act for you on the basis that we will act in accordance with those guidelines. Copies of the Professional Conduct are available from the RTPI's website [www.rtpi.org.uk](http://www.rtpi.org.uk).
- 1.2 All fees and charges submitted by other specialists sub-contracted by prior arrangement with the client shall be the responsibility of and payable by the client.
- 1.3 No responsibility is accepted for unavoidable errors or omissions, or matters beyond our control, to include drawings supplied by others.
- 1.4 Any statutory declarations provided to Quantum Golf Ltd to support an application must fully reflect the facts of the case.

### 2. Personal Data Protection

- 2.1 We collect personal data from you as part of our contract of services. Our obligations under the General Data Protection Regulation (GDPR) are set out in our Privacy Notice and these terms and conditions of appointment should be read and accepted in conjunction with our Privacy Notice, attached and available on our website [www.quantumgolf.net](http://www.quantumgolf.net).

### 3. Fees

- 3.1 Our fees are calculated on the basis of the time spent on your affairs by Quantum Golf Ltd and on the level of skill and responsibility involved and remain valid for 3 months from the date of this terms and conditions.
- 3.2 The following costs are covered by the administration fee:
  1. The printing of plans and documents
  2. Travel expenses
  3. Postage, telephone and internet costs.
- 3.3 Invoices must be paid in full when the planning application is ready for submission to the local planning authority or the planning appeal to the Planning Inspectorate respectively or on submission to you or as otherwise agreed with you in our covering letter to you agreeing our instructions. We reserve the right to charge interest on any amounts owing at 5% above Bank of England base rate. We reserve the right to suspend work on projects where accounts are outstanding after 28 days, other than by prior agreement. If you decide not to submit the application, our fees for the work to date must be paid in full at the time this decision is taken.
- 3.4 If it is necessary to carry out additional work outside of the agreed brief, such as attendance at Committee, then this work will involve additional fees.
- 3.5 Any delay in receiving information, changes in Client's instruction or any matter outside our control which leads to additional work may result in an additional fee.
- 3.6 Pre-application and planning fees charged by a local authority are the responsibility of the Client.

## Continued Over

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## Terms and Conditions of Appointment Continued

3.7 This fee quote relates only to the fees of Quantum Golf Ltd. Should other consultants be required at any stage of the planning process then additional fees will be the responsibility of the client.

### 4. **Limitation of Liability**

4.1 We will endeavour to provide professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or a failure of you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or relevant authorities.

### 5.0 **Law**

5.1 This contract is subject to England and Wales law.

### 6.0 **CDM Regulations**

6.1 You should take separate advice from your designer regarding your Construction (Design and Management) Regulations 2015 obligations.

### 7.0 **Community Infrastructure Levy (CIL)**

7.1 You may be liable to pay CIL on the implementation of your planning permission. Whilst Quantum Golf Ltd can advise on this matter, if you think you might qualify for relief, it is incumbent upon you as the Applicant/ Appellant to contact the local planning authority. You should seek their agreement to your formal claim **before** starting work on site, as in most cases, relief cannot be granted after development has commenced.

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Please commence work on my behalf as set out in your fee proposal letter reference above. I accept your terms and conditions as set out above, including the provisions of your privacy notice and confirm that either:

- a) I, as the applicant to be named on the application forms, have owned the site for a period of 21 days; or
  - b) the owner of the site is as follows:
  - c) Please confirm in the box below the name and details (including company if appropriate) to which our invoice should be addressed.
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Your Name and Address (For Invoicing Purposes):

Telephone numbers:

Email:

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## Terms and Conditions of Appointment Continued

Your Signature:

Date:

Please return a signed copy to us by post or email.

**In the event that you do not sign and return this document to us, but you continue to engage with our consultants in relation to your project, this will be taken as an acceptance of our Terms and Conditions as detailed above and in the covering letter.**

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## **GDPR: DATA PRIVACY NOTICE FOR CLIENTS AND SUPPLIERS**

Quantum Golf Limited ("We") are committed to protecting and respecting your privacy.

This policy (together with our website terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

The rules on processing of personal data are set out in the General Data Protection Regulation (the "GDPR").

### **1. Definitions**

**Data controller** - A controller determines the purposes and means of processing personal data.

**Data processor** - A processor is responsible for processing personal data on behalf of a controller.

**Data subject** – Natural person

### **Categories of data: Personal data and special categories of personal data**

**Personal data** - The GDPR applies to 'personal data' meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier (as explained in Article 6 of GDPR). For example, name, passport number, home address or private email address. Online identifiers include IP addresses and cookies.

**Special categories personal data** - The GDPR refers to sensitive personal data as 'special categories of personal data' (as explained in Article 9 of GDPR). The special categories specifically include genetic data, and biometric data where processed to uniquely identify an individual. Other examples include racial and ethnic origin, sexual orientation, health data, trade union membership, political opinions, religious or philosophical beliefs.

**Processing** - means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Third party** - means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

### **2. Who are we?**

Quantum Golf Limited is the data controller. This means we decide how your personal data is processed and for what purposes. Our contact details are: 1 Larkwood Close, Aspley Guise, Bedfordshire, MK17 8FR. For all data matters contact our Data Protection Representative,

Nicola Lake, at the company address or by telephone on 01908 991415 or email at [nicola@quantumgolf.net](mailto:nicola@quantumgolf.net).

### **3. The purposes of processing your personal data**

We use your personal data for the following purposes:

- to carry out our obligations arising from any appointments entered into between you and us and to provide you with the information and services that you request from us;
- to include your contact details (name and address) on any applications to Local Authorities and other Government Departments we make on your behalf. These are submitted to the Local Authority/Government directly or through the Government's Planning Portal website;
- to maintain our own records and accounts;
- to notify you about changes to our service.

### **4. The categories of personal data concerned**

With reference to the categories of personal data described in the definitions section, we process the following categories of your data:

- Personal data – name, address, your site address, telephone number, email address, bank details, other information including financial information that may be required to support a particular application.

### **5. What is our legal basis for processing your personal data?**

#### **a) Personal data (article 6 of GDPR)**

**Our lawful basis for processing your general personal data:**

##### **Our customers**

We need to process your personal data to fulfil contractual obligations – you appoint us to conduct a piece of work on your behalf and enter into an agreement with us for that work. We use your personal data to record the job reference allocated to your work and also use your information to submit applications on your behalf. Our lawful basis is therefore:

***Article 6 (1)(b) – processing in necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract***

##### **Our suppliers**

We purchase supplies and services for our business from a range of suppliers. Supplier contact and bank details are stored in our accounting system. We have entered into a contract for these supplies hence our lawful basis for processing our suppliers' personal data is:

***Article 6 (1)(b) – processing in necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract***

##### **Other third-party consultants we work alongside**

Our work is often run in conjunction with other specialists work e.g. a company offering architectural services may supply the plans for the proposed site that we are aiming to obtain planning permission for. Whilst it is our client that enters into a contractual arrangement with other consultants and specialists, we do maintain a record of individuals and companies offering relating services and provide these details to our clients if needed. Our lawful basis for processing the personal data of these consultants is:

***Article 6 (1)(a) – the individual has given clear consent for you to process their personal data for a specific purpose***

## 6. Sharing your personal data

Your personal data will be treated as strictly confidential, and will be shared only with:

- Local Authorities or appropriate Central Government Department (directly or through the Governments Planning Portal system), when we are making an application or representation to them on your behalf;
- Consultants linked to the work we are undertaking for you e.g. architects, highways consultants, ecology specialists, archaeological experts and other third-party specialists;
- Other parties with a legal interest in the application site.

Where we pass on contact details of other specialists that have given their consent for us to do so, we will only supply this information to our clients or prospective clients looking for such services.

## 7. How long do we keep your personal data?

We keep your personal data for no longer than reasonably necessary for a period of up to 40 years. It is necessary to keep data for this period due to the lengthy process of town planning in some instances. For example, some Local Authorities have not updated their Local Plan for a considerable number of years and we may be required to look back into historic cases.

## 8. Providing us with your personal data

We require your personal data as it is a requirement necessary to enter into a contract for our services.

## 9. Your rights and your personal data

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you;
- The right to request that we correct any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary to retain such data;
- The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable i.e. where the processing is based on consent or is necessary for the performance of a contract with the data subject and where the data controller processes the data by automated means);
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to the processing of personal data, (where applicable i.e. where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics).

## 10. Transfer of Data Abroad

We do not transfer personal data outside the EEA.

## 11. Automated Decision Making

We do not use any form of automated decision making in our business.

## 12. Further processing

If we wish to use your personal data for a new purpose, not covered by this Data Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions.

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### 13. Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on our web page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

### 14. How to make a complaint

To exercise all relevant rights, queries or complaints please in the first instance contact our Data Protection Representative on 01908 991415 or via email [nicola@quantumgolf.net](mailto:nicola@quantumgolf.net) or at the Company's registered office, 1 Larkwood Close, Aspley Guise, Bedfordshire, MK17 8FR.

If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the [Information Commissioners Office](https://ico.org.uk/global/contact-us/email/) on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.