

Practice Profile

The D&M Planning Partnership

Chartered Town Planners

PRACTICE PROFILE

The D&M Planning Partnership is a Chartered Town Planning Practice based in Godalming, Surrey. Its role is to provide advice to public and private sector clients on aspects of town planning including applications, appeals, Structure and Local Plan representations, site and development appraisals and the co-ordination of environmental statements. Within this role the Partnership develops or advises on estate strategies and the development potential of surplus estate assets.

This expertise is supported by sound technical knowledge and all professional staff are Chartered Town Planners and members of the Royal Town Planning Institute.

The Partnership was established in 1988 as Drake & Meade, becoming The D&M Planning Partnership on 1 May 1995. The Partnership comprises three Partners, one Associate Planner, two Principal Planners and a Senior Planner, supported by technical and secretarial staff. The Practice operates primarily in SE England drawing on the considerable knowledge of the Partners. All professional and technical staff have had extensive experience of working in local government.

The Practice is covered by Professional Indemnity Insurance, with a limit of indemnity of £4,000,000.00 on any one claim. Commissions which require a higher level of indemnity are covered on an individual basis.

Since its inception the Practice has carried out professional responsibilities to its clients with regard to the following:-

- a) The preparation of estate strategies and development proposals.
- b) Representations in respect of Structure Plans, including the preparation and the giving of expert evidence at Examinations in Public.
- c) Representations in respect of Local Plans and Local Development Frameworks, including, strategies for advancing proposals, development brief/master-planning and the preparation and the giving of expert evidence at LDF Examinations.
- d) The preparation, submission and negotiation of town planning and other associated forms of application including:-
 - Outline and Detailed approvals
 - Listed Building Consents
 - Conservation Area approvals
 - Certificates of Lawful Use
 - Enforcement and breach of condition matters
 - Tree Preservation Orders
 - Advertisement Consents
 - Compliance with conditions
- e) The preparation and the submission of planning appeals in respect of Written Representations and giving expert evidence at Hearings and Public Inquiries.
- f) Direct Access to the Bar with the preparation and submission of Instructions to Counsel.
- g) The recommendation to clients of other consultants to work alongside the Partners as part of a professional team. Such consultants include highway and drainage engineers, agricultural specialists, landscape consultants, arboriculturalists, ecologists, building and quantity surveyors, valuers, architects and solicitors. In addition, further specialist advice might be identified in the fields of minerals, geology, environmental assessment, mitigation of SPA impacts and sustainability appraisals.

Previous and on-going commissions include:-

The establishment of Estate Strategies for:-

- West London Mental Health NHS Trust (Broadmoor Hospital)
- Suffolk NHS Primary Care Trust
- Former Coopers Walking Stick Factory, Surrey
- Cranleigh Brick and Tile Works, Surrey

Securing planning permission for:-

- A 34 unit residential estate (Health Trust) - Sudbury
- Rural industrial campus - Surrey
- The conversion of a Grade 1 Mediaeval Castle to form guest hotel - Sussex
- 106 houses (HealthTrust) - Crowthorne
- A doctors group practice surgery - Godalming
- Provision of an abattoir - Kent
- Equestrian Centre (Certificate of Lawfulness) - Surrey

Other projects upon which The D&M Planning Partnership have worked include:-

- Coopers Walking Stick Factory Complex, Wormley, Surrey.
- Provision of a hotel at Adhurst St. Mary
- Establishing Development Brief for redevelopment of Health Service office campus at Bury St. Edmunds
- Broadmoor Hospital Estate, Berkshire
- Crematorium Site, Greatham, Nr Petersfield, Hampshire.

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COLIN G MEADE MRTPI

- 20 years experience in Local Government including 9 years at Surrey County Council (1965 - 74) and 11 years at Waverley Borough Council (1974 - 1985).
- Experience at Surrey County Council comprised Development Control and Development Plan posts, including work in land acquisition/disposal; Mineral Planning and Housing Land Availability.
- Experience at Waverley included heading the Development Control Team of 12 planners responsible for 1500-2000 applications and approximately 100 appeals per year. Corporate management via various internal officer groups and serving member Committees. Liaison with Councillors, Parishes, residents, pressure groups etc..
- In 1985 left Local Government to join Drake & Kannemeyer, Chartered Surveyors, to advise on Town Planning matters including the preparation of estate strategies for a number of Health Authorities and Trusts, preparation and submission of planning applications and appeals, appearing as expert witness at Public Inquiries.
- In 1988 founded Drake & Meade, Town Planning Consultancy, within the Drake and Kannemeyer Group. Left the Group in 1995 to form, with Paul Darking, The D&M Planning Partnership.
- Practice experience includes:
 - Giving expert evidence at Public Inquiries;
 - Negotiating planning permissions and establishing estate strategies for clients;
 - Pursuing representations in respect of Local and Structure Plans, and LDF Examinations;
 - Liaising with and assisting other professional disciplines including Counsel, architects, surveyors, valuers, land agents and solicitors.

Outside Interests

A family man and resident in Godalming for 33 years, he has also served on the Board of Governors of the Binscombe Junior school; has been a long serving member of a Local Youth Football Club of which he is a past Chairman; is a Vice President of the Guildford and Godalming RFC; former member of Sport Godalming; and still finds time to play the occasional round of golf!

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PAUL A DARKING BA(HONS) MRTPI

- Studied architecture before moving into Town Planning and obtained an Honours Degree at the South Bank University of London.
- 11 years experience in Local Government including 9 years at Waverley Borough Council (1978 - 1987) and 2 years at Mole Valley District Council (1987 - 1989).
- Experience at Waverley Borough Council comprised processing all types of planning applications including Advertisement and Listed Building proposals; preparation of reports to Committee; drafting Written Representation appeals; preparation of Development Briefs and undertaking commercial and industrial requirement surveys.
- Experience at Mole Valley included examination of development proposals; negotiation with developers and applicants; preparation of Committee reports and Written Representations and Informal Hearing appeals.
- In 1989 left Local Government to join Robert Shaw & Partners, Chartered Surveyors, as an Associate to advise on town planning matters and planning legislation including the preparation of appeals, appearing as expert witness at Public Inquiries; reviewing Local and Structure Plan policies and preparing and submitting planning applications on behalf of both the public and private sectors.
- In 1992 left Robert Shaw & Partners to join, as an Associate, Drake & Meade Town Planning Consultants, part of the Drake & Kannemeyer Group. Left the Group in 1995 to form, with Colin Meade, The D&M Planning Partnership.
- Private sector experience has included:- Golf course design including hotel, club facilities and course layout. Gaining relevant consents at appeal for an abattoir situated in the Green Belt. Rural building conversions to residential and commercial uses. Town centre office redevelopments. Advising private and public sector clients on Section 106 Agreements and obligations. Negotiations with third party representatives. Advising on complex enforcement matters. Equestrian proposals. Drafting Company Transport Plans.

Outside Interests

Born and raised within the Godalming area, he enjoys, art, antiques, architecture, travel and opera. A member of a local based charity, undertaking counselling, lecturing and organising volunteers and fund raising activities.

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TONY ALLEN MRTPI

- Studied Town Planning at Anglia University.
- 30 years experience in Local Government in Oxfordshire, East Anglia and Hampshire.
- Experience includes:-
 - wide experience of planning appeals, including Hearings and Public Inquiries;
 - preparation, submission and negotiating planning applications;
 - dealing with Enforcement cases, including appeals;
 - Local Plan and Local Development Framework preparation, submissions and appearances;
 - co-ordinating work with Environmental Planning and other agencies;
 - 'Planning for Real' - consensus building exercise with Local Parish Councils and other groups;

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JASON M CLEMONS BA(Hons) MA MSc MRTPI IHBC

- 10 years experience with Local Planning Authorities including Conservation Officer at East Hampshire District Council and Area Planning Officer at Waverley Borough Council. Subsequently experience in the private sector as a planning consultant.
- Experienced in a wide range of planning applications, both in terms of their preparation and determination, from minor household applications through to major redevelopment sites.
- As Area Planning Officer, Jason was responsible for planning enforcement within an area team, and therefore has considerable experience of enforcement procedures and legislation. He has been involved in the investigation of planning breaches, preparation and serving of Enforcement Notices, and provided expert evidence at Enforcement Public Inquiries. He also has experience in the preparation and submission of Article 4 Directions.
- With an MSc in Historic Conservation and as a Full member of the Institute of Historic Building Conservation, Jason has experience being a local planning authority Conservation Officer, which involved a wide range of work, from providing technical advice on the repair of historic buildings, advising on the impact of development on the architectural and historic interest of a building, to the development of conservation planning policy
- Trained in Urban Design, Jason has experience of appraising and developing the design of development proposals. He has also a good understanding and experience in the preparation of Design Statements, often required by local planning authorities for non-householder applications.
- Jason has a broad planning experience, acting for a number of residential and commercial developers, as well as private individuals. He has been successful in obtaining planning permission for two substantial enabling development schemes, which will result in the restoration of two important Listed Buildings.
- Joined The D&M Planning Partnership in 2003 and became a Partner in 2004

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KAREN LAW BA(Hons) BTP MRTPI

Studied Town and Country Planning at Bristol Polytechnic, now University of the West of England, from 1987. Gained an Honours Degree (Second Class, Division I) in 1990 and graduated with distinction with a further Honours Degree in Town Planning in 1991.

16 years experience in the private sector since Graduation.

In 1991 joined Robert Shaw & Partners, Chartered Surveyors in Guildford as a Research Assistant, progressing to Assistant Planner in 1992 and Planner in 1993. Promoted to Senior Planner and elected to full Membership of the Royal Town Planning Institute in 1995. In 1998 accepted the Partner's invitation to become an Associate of the Practice.

Following a brief career break in 1999 joined the D&M Planning Partnership, Chartered Town Planners based in Godalming as Principal Planner.

Experience in the private sector has involved dealing with many different local planning authorities, mainly although not exclusively in London and the South East. A wide range of planning matters have been and are dealt with including:

- planning applications;
- advising on complex enforcement matters;
- planning appeals by Written Representations and Hearings;
- liaising with and assisting other professional disciplines;
- preparation of applications for Certificates of Lawful Use including the drafting of affidavits and compilation of evidence.

Particular expertise also in instructing Counsel through Direct Professional Access to the Bar.

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JAYNE THOMAS BTP MRTPI

Studied Town & Country Planning at South Bank Polytechnic, now the University of the South Bank. Achieved a Bachelor of Town Planning in 1983 and became a member of the Royal Town Planning Institute in 1984.

16 years experience in Local Government and 15 years experience in the private sector.

Worked for Waverley Borough Council 1974-1987 and Mole Valley District Council 1987-89 as senior planner in development control and Bristol City Council in policy 1999-2000.

Worked in private practice for Drake & Meade 1987-1991; Curling Planning Constancy Bristol 1994-1995; Bryant Homes (Southwest) 1995; and as a sole practitioner 1996-1999.

Joined D & M Planning Partnership, Chartered Town Planners based in Godalming 2000 as Principal Planner.

Experience includes:

- Preparation, analysis and research of planning policy, collation of background material and organisation of the consultation process for the Bristol Local Plan Alteration.
- Master Planning of sustainable development in and around an existing town on the edge of Bristol to accommodate growth into the 21st century.
- Preparation of evidence, and appearance as expert witness, on behalf of private and public sector clients at Informal Hearings.
- Promotion of key sites by site analysis; review of Local Plan policies; analysis of housing allocation figures, and sustainability arguments, in preparing for Local Plan Inquiries in Avon and the Southwest.
- Reviewed estate strategy for prison institution including a disposals programme for the sale of 350 houses.
- Member of team producing estate strategy for the development and rationalisation of the District General Hospital, Bury St Edmunds and securing a commitment in the Local Plan.
- Established lawful use for major equestrian centre, including addressing complex use issues leading to the issue of Lawful Use Certificate;

- Market research into telecommunication regulatory, technical and market status in Poland and Arts and Crafts sector in Russia as part of a major study in the Baltic Sea Region.

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JESSE CHAPMAN BA(Hons) Dip. TP MRTPI

After leaving Oxford Brookes University in 2002 where he studied Planning, Jesse joined DPDS Consulting Group and worked within a diverse multi-disciplinary team. He worked on a number of projects including strategic neighbourhood expansions and undertaking research into the development potential of a number of sites on behalf of the Government Office for the South East and the redevelopment of Folkstone seafront.

In 2005 Jesse moved to WS Planning, where he gained extensive experience in different areas of planning and worked on a number of commercial and residential projects for wide range of clients including private individuals, developers and a number Local Planning Authorities.

Jesse joined The D&M Planning Partnership in May 2007 where his work to date includes:

- Preparation of appeal documents and for commercial and residential developments and for enforcement appeals at Public Inquiry, Informal Hearing and Written Representation level;
- Handling and heading-up Written Representation and Informal Hearing appeals;
- Advice to clients regarding site potential for residential and commercial use;
- Making Local Development Framework representations to Local Planning Authorities for the release of land for development;
- Other work including handling and submitting Planning and Listed applications on a variety of commercial and residential developments.

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CONDITIONS OF ENGAGEMENT

THE ENGAGEMENT

1. This document sets out the Conditions of Engagement under which The D&M Planning Partnership (“the Practice”) will conduct its business with the Client. The specific extent of the Practice services and the fee structure that will apply to a particular commission are set out in the letter of appointment and/or other written note to that commission. The Conditions on the letter of appointment and/or other written note shall be collectively referred to as “the Engagement”. No liability whatsoever will attach to the Practice in respect of the performance of services other than the specific services for which the Practice has been so engaged. The expression “the Practice” includes for the avoidance of doubt, the Partners and employees from time to time of The D&M Planning Partnership.
2. To the extent permitted by law, any liability on the part of the Practice is hereby excluded whether arising under contract negligence tort generally or otherwise for any loss, injury or damage sustained by the Client as a result directly or indirectly of any act or omission of the Practice in the provision of the services.
3. Without prejudice to paragraph 2 above, any liability of the Practice to the Client shall not in any circumstance exceed the limit of indemnity or sum insured under the Practices professional indemnity insurance in the insurance year in which the Client’s claim or circumstance is first notified to the insurers.
4. All work undertaken by the Practice, and the level of the said fee structure is on the basis that a full written disclosure has been made by the Client of all information and documentation which may affect such work and the Practice shall not be liable unless such a disclosure has been made prior to its engagement.

PAYMENT FOR SERVICES RENDERED

5. Within 21 days of the date of the invoice rendered, the Client shall pay all fees due and shall reimburse any expenses and any disbursements due including value added tax.
6. Specified fees do **not** include:
 - i) The preparation of photographic and other records, models and presentation materials unless expressly agreed at engagement.
 - ii) Fees, other charges and disbursements of sub-contractors, specialists or consultants engaged, with prior consent of the Client, whether directly or as agreed by the Client and whether or not working under the direction or supervision of the Practice.
 - iii) The reasonable cost of producing or reproducing documents, drawings, maps, photographs and other records including the costs incurred from local authorities or other sources in finding necessary and relevant documents for the performance of the services engaged.
 - iv) Reasonable hotel and travel expenses including mileage allowance, where the right is reserved by the Practice to pass on any costs incurred to the Client should they be necessary for the performance of the services engaged.

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- v) Communication charges, such as messengers, couriers, special postal items and the like, should their use be required within the Conditions of Engagement.
 - vi) Local Government fees and costs including statutory fees. As a general practice, in any event, the Client will be requested to pay any statutory fees directly to local authorities at the time of submission of planning applications, appeals or similar.
7. The Practice shall retain the right to charge interest, on any invoice overdue by more than 21 days at a rate of 3% above the Prevailing Bank Rate in force from time to time (before as well as after any judgement for the same) or any other Base Rate nominated in writing to the Client by the Practice from time to time.

COPYRIGHT

8. Unless otherwise agreed in writing, the Practice shall retain copyright and ownership of all files, specifications, manuals, reports, documents, drawings, maps, photographic and other records, models and presentation materials prepared by the Practice. The Client, or any other persons, may not reproduce any of the foregoing without the consent of the Practice and payment of any additional fees that may be specified by the Practice.

TERMINATION OF SERVICES

9. The Practice is entitled to suspend performance of the services retained upon serving written notice to that effect on the Client. The Client can also terminate the engagement by serving written notice on the Practice. If the performance of services has been so suspended, the Practice shall be entitled to send an invoice to the Client in respect of all outstanding fees for the services performed up to that time, to include all expenses and other disbursements incurred and value added tax.
10. If the Client is declared bankrupt or has a receiving order made against them, or has made any arrangement with creditors, or if distress or execution is levied or threatened upon any of the Client's property, or any judgement against the Client remains unsatisfied for more than 14 days, or for non-payment of any invoices presented for more than 21 days, the Practice may suspend performance of its services or may terminate any agreement upon serving written notice on the Client to that effect. These provisions shall also apply where the Client is a limited company and enters into liquidation, whether compulsory or voluntary (other than a voluntary and solvent liquidation for the purposes of amalgamation or reconstruction) or has a receiver or administrator appointed in respect of any of its assets.

GENERAL

11. The Engagement cancels and replaces all previous agreements or arrangements (if any) between the Practice and the Client and constitutes the whole agreement.
12. The Engagement shall be binding upon and endure to the benefits of the Practice and the Client and their respective successors and assigns except that the Client shall not assign its rights thereunder without the prior written consent of the Practice. In the event of any conflict between the Conditions and any other document binding upon the Practice and the Client, the provisions of the Conditions shall prevail.
13. The invalidity of any of the foregoing paragraphs shall not affect the validity of the remainder and shall be severed therefrom. The paragraph headings herein are for convenience only and do not effect the construction or meaning of the Conditions.

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SUPPLEMENTAL CONDITIONS OF ENGAGEMENT

1. This short note is intended to give a broad idea of the fees which may become payable in respect of our advice.
2. Planning and related work is difficult to quantify in terms of the time it will take. Occasionally a case takes an unforeseen course. Sometimes unexpected results occur which considerably shorten the work involved. More often, at planning application stage, the strength of opposition – unknown at the start – will decide what corrective measures and lobbying may be necessary at a late stage in the process.
3. Similarly, in planning appeals, there is no way initially of ascertaining the weight of opposition, if any, to the proposal from interested persons or, indeed, from the Planning Authority. In both cases the research and other work required to counter that opposition and promote the case varies considerably and often cannot be predicted.
4. Most commissions are based on an hourly time charge. Current rates range between £45 - £160 per hour depending on the complexity of the job, its urgency and other related matters and therefore the seniority of the staff deployed to deal with it. All commissions are overseen by the nominated Partner in charge.
5. Fees quoted are exclusive of VAT, printing, statutory fees and other disbursements. The Partners or employees of The D&M Planning Partnership deployed at any given time, either alone or jointly to a commission shall be decided upon at the absolute discretion of the Partners.
6. The covering letter to the commission may suggest a budget figure for a certain stage of the work involved, but it is emphasised that this is mentioned only as a guide. The final sum may be less. It may be more, in which case we will advise the Client in advance, unless it is in the Client's best interest that the specific task be completed, i.e. to meet appeal deadlines etc.
7. Depending on the nature of the Commission, it is our practice to send accounts on an interim or bi-monthly basis.

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DIRECT ACCESS TO THE PLANNING & ENVIRONMENT BAR ASSOCIATION

1. Since 1993 members of certain professional bodies, including The Royal Town Planning Institute, have been given Direct Access to the Planning and Environment Bar Association (PEBA). The D&M Planning Partnership can, therefore, instruct Barristers direct, without the need to engage instructing solicitors.
2. Thus, where there is a need to engage the services of a Barrister, for example to represent the Client at a Public Inquiry, to give an Opinion or to assist in the drafting of certain documents, the Practice can instruct the Barrister direct on behalf of the Client.
3. In accordance with Bar Rules, this Practice then becomes liable for the Barristers fees. It is normal procedure, therefore, to secure an advance from the Client to set against those fees.
4. The principle advantage of Direct Access is that we establish a direct line of communication with Counsel and can relay all professional opinions, documentation and procedural issues at first hand, without an intermediary, thus ensuring expediency and clarity of case. In addition, Direct Access usually results in a cost saving to the Client as it avoids the need for a duplication of roles.
5. In effect, in Direct Access cases we perform a similar function to a solicitor: i.e. arranging fees and conferences with Counsel, collating all necessary papers in order to brief Counsel, attending and keeping notes at the Conferences and taking notes subsequently at the Inquiry, in addition to giving evidence. Recording the proceedings at Inquiry is important, since these notes may be needed later should the matter need to go to the Courts. Therefore, at Inquiries, two people from this Practice will usually need to be present – one to give evidence, the other to record proceedings.
6. In some circumstances, however, particularly where there are complex legal or procedural issues to consider, this Practice may recommend the use of appropriate solicitors to instruct Bar Members on behalf of Clients.