



MEMORANDUM OF AGREEMENT

between

**Client**

&

**TLC Environmental Limited**

For

**Professional Services**

at

**Address**



This Agreement is made under Scots Law

**BETWEEN THE CLIENT (NAME)**

**OF (ORGANISATION)**

Business Name/ Client

**OR REPRESENTATIVE (NAME)**

Client representative

**ADDRESS/ REGISTERED OFFICE**

Client Address

**AND**

**THE LANDSCAPE CONSULTANT  
(DIRECTOR)**

Consultant name

**OF ORGANISATION**

TLC Environmental Limited SC549065

**ADDRESS/ REGISTERED OFFICE**

OTE Studios  
9A Strathaven Road  
Lesmahagow  
ML11 0DN

**IT IS AGREED**

The Client wishes to appoint the Landscape Consultant in connection with:

**THE PROJECT  
SITE ADDRESS**

Professional services  
Site address/ location

and the Landscape Consultant has accepted this appointment.

This Agreement comprises this Memorandum of Agreement (MOA) and the current revision of the Landscape Institutes Conditions of Appointment\* at the time of signing the MOA refers to the attached documents:

- Conditions of Appointment LI June 2018\*
- Project Fee proposals;
- Schedule of Fees and Expenses;
- Landscape Consultants Scope of Services;
- PI, PL & EL Insurances

1. The Landscape Consultant will perform the Services for the Client in accordance with the terms of this Agreement.

2. The Client will pay the Landscape Consultant and perform the obligations of the Client in accordance with the terms of section 5 of this Agreement; late payment covered under 5.10.

3. The Landscape Consultant shall maintain a minimum Professional Indemnity & Public Liability Cover of £2M – Hiscox PL-PSC03001914943/09

The Client and the Landscape Consultant have agreed to the registration of this agreement for preservation and execution and to submit to the non-exclusive jurisdiction of the Scottish Courts.

The registration of this agreement is witnessed where the Memorandum of Agreement is executed as follows:

<b>IT IS SUBSCRIBED AT:</b>	<b>DATE &amp; LOCATION</b>	<b>DATE &amp; LOCATION</b>
<b>BY:</b>	<b>On behalf of or by the Client</b>	The Landscape Consultant
<b>FULL NAME OF SIGNATORY:</b>	<b>Client/ Client representative</b>	<b>Consultants name</b>
<b>POSITION (DIRECTOR/ SECRETARY/ MEMBER/ PARTNER)</b>	<b>Position</b>	TLC Environmental Limited <b>Position</b>
<b>SIGNATURE</b>	<b>Signature</b>	<b>Signature</b>
<b>IN THE PRESENCE OF:</b>		
<b>WITNESS SIGNATURE</b>	<b>Name</b>	<b>Name</b>
<b>FULL NAME OF WITNESS</b>	<b>Name</b>	<b>Name</b>
<b>WITNESS ADDRESS</b>	<b>Address</b>	<b>Address</b>
<b>WITNESS SIGNATURE</b>	<b>Signature</b>	<b>Signature</b>
<b>FULL NAME OF WITNESS</b>	<b>Name</b>	<b>Name</b>
<b>WITNESS ADDRESS</b>	<b>Signature</b>	<b>Signature</b>

**TLC Environmental Limited**  
 Landscape Architects | Arboricultural Technician | Planning Consultants  
 OTE Studios, 9A Strathaven Road, Lesmahagow, ML11 0DN.  
 T: 01555894631 E: info@tlcenvironmental.uk  
 www.tlcenvironmental.uk



**Conditions of Appointment**

<https://landscapewpstorage01.blob.core.windows.net/www-landscapeinstitute-org/2018/08/lca02-conditions-2018-06.pdf>



**Project Fee Proposals**



**Schedule of Fees and Expenses**



**Landscape Consultants Scope of Service**

**LANDSCAPE CONSULTANT'S APPOINTMENT: SCOPE OF SERVICES**  
**S1: LANDSCAPE DESIGN & ADMINISTRATIVE / POST CONTRACT SERVICES**

This is the Scope of Service referred to in the foregoing Memorandum of Agreement between the following Client and Landscape Consultant:

<b>THE PROJECT</b>	
<b>SITE ADDRESS</b>	
<b>CLIENT</b>	
<b>LANDSCAPE CONSULTANT</b>	

		<b>PLAN OF WORK - STAGES</b>
<b>Work Stage A</b>	<b>S1- 0</b>	<b>Strategic Definition</b>
	01	Obtain from the Client information on ownership, legal interests, site information and any other matters which may influence the development or management requirements of the project.
	02	Assist the Client to define the initial project requirements.
	03	Visit the site and carry out an initial site appraisal and report findings
	<b>S1 -1</b>	<b>Preparation &amp; Brief</b>
	01	Agree the project scope, the brief, programme, finance, consultations and key stakeholders.
	02	Agree the scope of services to be provided by the Landscape Consultant and other consultants, the fee basis for the services and the design programme. Agree the design responsibility matrix.
<b>Work Stage B</b>	03	Agree the level and extent of BIM compliance required including 4D (time), 5D (cost) and 6D (FM). Define BIM Inputs and Outputs.
	04	Advise the Client of their duties under the Construction (Design and Management) Regulations 2007 and carry out the duties of a Designer as defined in the Regulations.
	05	Arrange for topographical or other surveys to be obtained.
	06	Prepare context and site appraisals with written advice and recommendations to determine the feasibility of the Client's requirements.
	07	Provide alternative solutions for review with the Client, including their technical and financial implications.
	08	Advise on the need to obtain planning permissions and other statutory requirements.
<b>Work Stage C</b>	09	Contribute to the development of the final design brief from the Client's initial project requirements.
	10	Identify procurement methods, project quality plan and procedures, BIM procedures, risk programme, organisational structures and engagement of other consultants and specialists for the project.
	<b>S1 -2</b>	<b>Concept Design</b>
	01	Agree any final amendments to the project and design brief and confirm the procurement method and Agreement of Project Quality Plan including BIM and Change Control protocols.
	02	Develop concept design proposal options and co-ordinate information with other project team members.
	03	Prepare initial outline specifications and provide information for approximate estimate of construction costs by others.
04	Provide input into sustainability / BIM/environmental / maintenance and operational / health and safety/ risk strategies	
05	Attend/host design team meetings or presentation meetings	



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<b>LANDSCAPE CONSULTANT</b>	

<b>Work Stage D</b>	<b>S1 - 3</b>	<b>Developed Design</b>
	01	Develop the concept proposals indicating spatial arrangements, construction materials and appearance and BIM data as required
	02	Prepare outline specifications and schedules of materials and maintenance.
	03	Consult with statutory authorities
	04	Provide developed detailed information for preparation of estimate of construction costs by others.
	05	Liaise and co-ordinate with other project team members as required.
	06	Attend workshops for review of requirements for BREEAM / EcoHomes / Code for Sustainable Homes / BIM / risk or health and safety assessments.
<b>Work Stage E</b>	07	Review and amend proposals to accommodate the requirements for BREEAM / EcoHomes / Code for Sustainable Homes / BIM/ risk or health and safety assessments.
	08	Make detailed applications for statutory approvals.
	<b>S1- 4</b>	<b>Technical Design</b>
	01	Develop detailed proposals to technical design stage for materials, techniques and standards of workmanship. Allow for integration of BIM Data as required
	02	Provide detailed proposals for updating the costs and check alignment with cost budget
	03	Liaise and co-ordinate with other project team members as required.
<b>Work Stage F -H</b>	04	Attend workshops for review of requirements for BREEAM / EcoHomes / Code for Sustainable Homes / BIM/ risk or health and safety assessments / value engineering.
	05	Review and amend proposals to accommodate the requirements for BREEAM / EcoHomes / Code for Sustainable Homes / BIM / risk / health and safety assessments / value engineering.
	06	Review and address conditions attached to planning consent
	07	Prepare all production drawings, schedules and specification of materials and workmanship required for the construction of the work.
	08	Provide information for updating estimate of construction costs by others.
	09	Review other consultants'/specialists' design and co-ordinate as part of production information.
	10	Liaise and co-ordinate with other project team members as required.
	11	Development of BIM data in sufficient detail to include co-ordination of design team inputs, enable a tender or tenders to be obtained
	12	Provide information for preparation of pricing documents / bills of quantities by others in sufficient detail for tender purposes.
	13	Prepare schedules of work / rates by others suitable for tendering purposes.
	14	Provide advice on suitable landscape Contractors to enable a final list of approved tenderers to be prepared.
	15	Prepare and collate all information and invite tenders from approved Contractors.
	16	Provide information for tender issue by others.
	17	Assist with or appraise and advise on tenders submitted.
	18	Review and amend proposals to accommodate the requirements of value engineering.
	19	Review of BIM information provided by contractors and specialists, including integration into project BIM data.

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<b>LANDSCAPE CONSULTANT</b>	

<b>Work Stage J - K</b>	<b>S1 - 5</b>	<b>Construction</b>
	01	Advise the Client on the appointment of the Contractor and on the responsibilities of the Client, the Contractor and the Landscape Consultant under the terms of the contract document; prepare the contract and arrange for it to be signed by the Client and the Contractor.
	02	Provide contract information as required by the form of contract.
	03	Administer the contract during construction including reviewing the Contractor's programme; chairing progress meetings; issuing information and instructions; checking and certifying progress; checking and certifying accounts for payments due; providing financial reports to the Client with other consultants where appointed; identifying any variation in the cost of the works and any adjustment to the completion date..
	04	Attend progress meetings to an agreed schedule.
	05	Visit the site at intervals appropriate to the Contractor's programmed activities and/or to an inspection schedule agreed with the Client to inspect the progress and quality of the works and compliance with the construction information. Provide inspection reports to the Client.
	06	Liaise with other appointed consultants to enable decisions to be made regarding the contract. works
	07	Provide information for change control procedures, or to assist in decision making on cost and time control during the construction period.
	08	Provide record information to the CDM Co-ordinator.
<b>Work Stage L</b>	<b>S1 - 6</b>	<b>Handover &amp; Close</b>
	01	Visit the site at intervals appropriate to the Contractor's programmed establishment activities and to a schedule agreed with the Client to inspect the progress and quality of the works.
	02	Prepare the schedule of defects and certify completion of defects made good.
	03	Provide 'As Constructed Information' for O&M Manual and Health and Safety File
	04	Administer the terms of the contract relating to the completion of the works.
	<b>S1 - 7</b>	<b>In Use : Post-occupancy Evaluation &amp; Project Performance</b>
	01	Analysis of BIM data for use on future projects, following feedback and research.
	<b>S1 - 8</b>	<b>Additional or Amended Services</b>
	01	



**Insurances**



**Certificate of professional indemnity insurance**  
TLC Environmental Limited

**Certificate of professional indemnity Insurance**

**Policy number:** PL-PSC03001914943/09  
**Name of policy holder:** TLC Environmental Limited  
**Period of insurance:** From 10/06/2019 to 09/06/2020 both days inclusive.  
This policy is a Continuing cover policy  
**Insurer:** Hiscox Insurance Company Limited  
**Retroactive date:**  
**Level of cover:** £2,000,000

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

**Bob Thaker**  
CEO, Hiscox UK

**Notes:**

- (a) This insurance is subject to policy terms and conditions and any special terms notified to the Insured



## Certificate of public and products liability insurance

TLC Environmental Limited

### Certificate of public and products liability insurance

**Insured name:** TLC Environmental Limited

**Address:** 9a Strathaven Road  
Strathaven Road  
LANARK

**Postcode:** ML11 0DN

**Policy number:** PL-PSC03001914943/09

**Insurer:** Hiscox Insurance Company Limited

**Period of insurance:** From 10/06/2019 to 09/06/2020 both days inclusive.  
  
This policy is a Continuing cover policy

**Limit of indemnity:** £2,000,000  
each and every claim or loss, excluding defence costs and criminal proceedings costs.

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

**Bob Thaker**  
CEO, Hiscox UK

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

**Certificate of employers' liability insurance (a)**

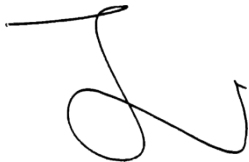
(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 and subsequently amended by regulation 2 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the **regulations**), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy. This requirement will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form).

<b>Policy number</b>	PL-PSC03001914943/09
<b>Name of policyholder</b>	TLC Environmental Limited
<b>1. Date of commencement of insurance policy</b>	10/06/2019
<b>2. Date of expiry of insurance policy</b>	09/06/2020 Both days inclusive
<b>Insurer:</b>	Hiscox Insurance Company Limited

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney (b); and
2. the minimum amount of cover provided by the policy is no less than £5 million (c).

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers



**Bob Thaker**  
CEO, Hiscox UK

**Notes:**

- a. Where the employer is a company to which regulation 3(2) of the regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- b. Specify applicable law as provided for in regulation 4(6) of the Regulations.
- c. See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

The certificate above shows that you are insured

- (i) with an authorised insurer, and
- (ii) in terms required by the Act for your liability for bodily injury or disease sustained by your employees.

The certificate (or any copy) must not be displayed unless the policy has been renewed.  
Hiscox Insurance Company Ltd  
Registered in England Number 70234  
Registered Office 1 Great St Helen's, London EC3A 6HX  
Telephone No: 020 7448 6000