



Landscape Consultant's Appointment

LCA DEFINITIONS

June 2018

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Where defined terms are used in the Memorandum of Agreement or Conditions of Appointment for a Landscape Consultant, or the Memorandum of Agreement or Conditions of Appointment for a CDM Principal Designer, they are distinguished by an initial capital letter.

Where 'Landscape Consultant / CDM Principal Designer' appears in the definitions below the term relevant to the appointment applies.

Appointment

means the appointment agreement between the Landscape Consultant / CDM Principal Designer and the Client, constituted by the Memorandum of Agreement, the Conditions of Appointment, the Scope of Services and the Schedule of Fees and Expenses.

Brief

means the latest statement of requirements for the Project issued or approved by the Client:

- at initial inception - any initial statement by the Client;
- at Work Stage 1 - the defined Scope of Services;
- any subsequent development incorporated into the Project Brief.

CDM / CDM Regulations 2015

CDM and CDM Regulations 2015 both mean the Construction (Design and Management) Regulations 2015.

CDM Principal Designer

means the person named in the Memorandum of Agreement for the appointment of the CDM Principal Designer.

CDM Principal Designer's Representative

means the person named in the Memorandum of Agreement for the appointment of the CDM Principal Designer or such other person as may be substituted therefor by the CDM Principal Designer and notified to the Client.

Client

means the person named in the Memorandum of Agreement.

Client's Representative

means the person named in the Memorandum of Agreement or such other person as may be substituted therefor by the Client and notified to the Landscape Consultant / CDM Principal Designer.

Construction Cost

means:

- the Client's target cost for constructing the Project; or
- the current cost estimate; or
- the actual cost of constructing the Project;

and excludes:

- Value Added Tax;
- fees;
- the costs of resolution of any dispute;
- the Client's legal and in-house expenses;
- any loss and/or expense paid to a contractor;
- any adjustment for any liquidated damages deducted by the Client.

Landscape Consultant

means the person named in the Memorandum of Agreement for the appointment of the Landscape Consultant.

Landscape Consultant's Representative

means the person named in the Memorandum of Agreement for the appointment of the Landscape Consultant or such other person as may be substituted therefor by the Landscape Consultant and notified to the Client.

Others

means any person, company or firm, other than the Landscape Consultant / CDM Principal Designer or any sub-consultant of the Landscape Consultant / CDM Principal Designer, who have performed or will perform work or services in connection with the Project.

Programme

means the Programme for the Project as appended to the Memorandum of Agreement or an agreed timescale for the delivery of the Service, which may be varied from time to time by agreement between the Client and the Landscape Consultant / CDM Principal Designer.

Project

means the project as defined in the Memorandum of Agreement.

Schedule

means the Schedule of Fees and Expenses that forms part of the Agreement.

Services

means the services to be performed by the Landscape Consultant / CDM Principal Designer specified in the Scope of Services which may be varied by agreement.

VAT

means Value Added Tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994 or such other tax as may replace the same.

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