TERMS OF APPOINTMENT

Transport planning services

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1 About these terms

1.1 These terms apply to all transport planning services provided by Ripple Development Planning ("we", "us") to the client who accepts our proposal ("you").

1.2 Our appointment is made up of our proposal and these terms. If they conflict, the proposal takes priority. Together they are the whole agreement between us.

1.3 Your own terms, or conditions on a purchase order, do not apply unless we agree to them in writing.

2 How our appointment is made

2.1 Our appointment starts when you accept our proposal in writing: by signing the acceptance page, by email confirming that you accept the proposal (quoting its reference), or through an online signing service we send you.

2.2 If you ask us to start work, or send us information so that we can start, before you have accepted in writing, you accept the proposal and these terms by doing so.

2.3 The version of these terms that applies is the one named in the proposal. Every version stays published on our website, so you can always see the terms you agreed to. We will not change the terms of your appointment without your written agreement.

3 Who pays

3.1 The person or company that accepts the proposal is responsible for paying our fees.

3.2 If you instruct us on behalf of someone else, such as a landowner or a client of yours, you are responsible for our fees together with them, unless we agree in writing that only they are.

4 Our services

4.1 We will provide the services described in our proposal with the reasonable skill, care and diligence of a competent transport planning consultant.

4.2 Planning and highway decisions are made by others. We will give you our honest professional view, but we cannot guarantee the outcome of an application or appeal.

4.3 Any change to the services, programme or fee will be agreed with you in writing, which can be by email, before the work is done.

5 Your responsibilities

5.1 You will give us the information, drawings and decisions we reasonably need, when we need them. We will rely on information you or others provide, and are not responsible for errors in it.

5.2 You will tell us promptly about anything that may affect our services, including comments from the council or changes to the scheme.

6 Fees and payment

6.1 Our fees are set out in the proposal. Additional work is charged at the rates in the proposal, or as a further fee agreed with you first.

6.2 Our fees do not depend on the outcome of a planning application or appeal, or on the sale, funding or progress of your project. If the project is paused or stops, our fees for work done up to that point are still payable.

6.3 Unless the proposal says otherwise, we invoice monthly for work done in the previous month.

6.4 We are not VAT registered, so no VAT is added to our fees.

6.5 Invoices are payable within 30 days. If you dispute part of an invoice, please tell us within 14 days of receiving it, with your reasons, and pay the undisputed part by the due date.

6.6 For business clients, we may charge interest and compensation on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.

6.7 If an invoice remains unpaid, we may suspend the services after giving you 7 days' written notice. The programme is then extended by the period of suspension.

7 Third-party costs

7.1 Surveys, data, audits and other third-party services are arranged with your agreement and charged at cost, plus any uplift stated in the proposal, unless the proposal says otherwise.

8 Programme

8.1 Timescales in the proposal are our best estimate. They depend on receiving information on time and on the response times of councils and other third parties.

9 Liability

9.1 Our total liability to you for all claims arising from this appointment, however they arise, is limited to the lower of five times our total fee for the appointment and £250,000.

9.2 We are not liable for loss of profit, loss of opportunity, or any indirect or consequential loss.

9.3 Our liability is limited to the share of any loss that it is fair for us to bear, taking into account the responsibility of others involved in the project.

9.4 Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.

10 Insurance

10.1 We will hold professional indemnity insurance appropriate to the services before we start work, and will maintain it for six years after completing the services, provided it is available on reasonable terms. Details are available on request.

11 Copyright and use of reports

11.1 We own the copyright in our reports. Once our fees are paid in full, you may use them for the project they were prepared for.

11.2 Our reports are prepared for you. No one else may rely on them without our written agreement.

12 Confidentiality and data

12.1 We will keep your information confidential, except where it needs to be shared to carry out the services, such as with the council, or where the law requires it.

12.2 We handle personal data in line with UK data protection law and our privacy notice at weareripple.co.uk/privacy.html.

13 Ending the appointment

13.1 Either of us may end the appointment by giving 7 days' written notice. You will pay for work done up to that date, and any costs we have committed to that cannot be cancelled.

14 If you are a consumer

14.1 If you are instructing us as a private individual, for example for work on your home, you may cancel within 14 days of accepting our proposal without giving a reason.

14.2 If you ask us to start work within those 14 days and then cancel, you will pay for the work done up to the date you cancel.

15 Disputes and law

15.1 If something goes wrong, please tell us first: most issues can be resolved by talking. Where the Housing Grants, Construction and Regeneration Act 1996 applies, either of us may refer a dispute to adjudication.

15.2 These terms are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.

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