Terms of appointment

One set of terms for every appointment. What you pay in advance depends on the fee and on whether we have worked together before.

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 This is version 2.0. It replaces our standard terms (version 1.1) and our small projects and new clients terms (version 1.0) for proposals issued from November 2026. Appointments made under an earlier version stay on the terms named in their proposal.

1.3 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.

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

1.5 Our proposal can be accepted for 60 days from its date. After that, we may need to review the fee and programme before we start.

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.

2.4 If you accept on behalf of a company or other organisation, you confirm that you have its authority to do so.

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 The proposal sets out what is included. Unless it says otherwise, it does not include responding to more than one round of comments from the council or other consultees, attending meetings, hearings or

inquiries, acting as an expert witness, or work needed because the scheme, site boundary or brief has changed. We will agree a fee for any of these with you before we do the work.

4.4 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.

4.5 Our advice reflects the scheme, information, policy and guidance current when we give it. If you want to use a report for a different scheme, or more than 12 months after we issue it, please ask us to review it first.

4.6 Draft reports are for discussion only. Please submit and rely on the final issued version.

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.

5.3 You will arrange any permission needed for us, or surveyors working for you, to enter land, and tell us about any hazards you know of. We are not responsible for health and safety on your site.

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 How we invoice depends on the fee and on whether you are an existing client. The proposal names the payment option that applies and states any advance payment in pounds.

Option	When it applies	In advance	After that
A	Fee up to £1,000	100% of the fee	Nothing further, unless additional work is agreed
B	Fee over £1,000 and up to £2,500	50% of the fee	The balance when we issue our report or complete the services, whichever is first
C	Fee over £2,500, new client	30% of the fee, or 20% where the fee is over £5,000	Monthly invoices for work done
D	Fee over £2,500, existing client	None	Monthly invoices for work done

6.4 An existing client is one who has paid in full, and on time, for at least one earlier appointment with us in the last three years. Everyone else is a new client.

6.5 Advance payments are due on receipt of the invoice. We start work once the advance payment has reached us, and the programme in the proposal runs from that date.

6.6 We hold the advance payment and set it against our final invoice. If the appointment ends early, we deal with it as set out in clause 13.

6.7 Monthly invoices cover work done up to the last day of the month. For a fixed fee, we invoice the share of the fee that matches the progress made.

6.8 Apart from advance payments, invoices are payable within 14 days. If you dispute part of an invoice, please tell us within 7 days of receiving it, with your reasons, and pay the undisputed part by the due date.

6.9 We release the final version of our report, for submission, once all invoices that are due have been paid.

6.10 We are not VAT registered, so no VAT is added to our fees. If we register for VAT during an appointment, we will not add VAT to a fee already agreed with a private individual.

6.11 Please pay by bank transfer to the account shown on our invoice. We will never change our bank details by email alone. If you receive a message saying our details have changed, please call us on the number on our website before you pay.

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

6.13 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. We invoice them in full, at cost plus any uplift stated in the proposal, before we commission them, unless the proposal says otherwise.

7.2 We take care in choosing survey companies and data sources, and in checking what they provide, but we are not responsible for errors in survey results or published data supplied by others.

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.

8.2 If the project is paused, or we are waiting for information or decisions from you, for more than three months, we may invoice the work done so far. If work has not restarted within 12 months, either of us may end the appointment under clause 13, and restarting may need a revised fee.

9 Liability

9.1 We do not hold professional indemnity insurance at present (see clause 10), and our fees and these limits reflect that. Our total liability to you for all claims arising from this appointment, however they arise, is limited to the lower of two times our total fee for the appointment and £100,000.

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 Any claim must be brought within six years of the date we complete the services, or the date the appointment ends if earlier.

9.5 Our appointment is for your benefit only. No one else has any right to enforce it, under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017.

9.6 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 do not currently hold professional indemnity insurance, and the limits in clause 9 reflect this. If you, your funder or your client need us to hold insurance, please tell us before you accept the proposal. We will tell you whether we can arrange it and whether it changes the fee.

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, including submitting them to the council and in any appeal.

11.2 Our reports are prepared for you. No one else may rely on them without our written agreement. We will consider reliance letters and collateral warranties if you ask, and may charge for them.

11.3 You may not transfer the appointment, or the benefit of our reports, to anyone else without our written agreement. We will not refuse unreasonably, for example if you sell the site.

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.

12.3 Once an application is public, we may say that we worked on the project, without sharing anything confidential. Please tell us if you would rather we did not.

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.

13.2 We may end the appointment straight away if an invoice is still unpaid when a suspension notice under clause 6 runs out, or if you become insolvent.

13.3 We will set any advance payment against the amounts due and refund any balance within 14 days. If the amounts due are more than the advance payment, we will invoice the difference.

13.4 The clauses on payment, liability, copyright and confidentiality continue to apply after the appointment ends.

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. Just tell us by email or letter.

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. We will refund the rest of any advance payment within 14 days.

14.3 Nothing in these terms affects your legal rights as a consumer. Where we are liable to you, the limit in clause 9.1 is never less than the fee you paid, and we remain responsible for losses that were foreseeable when you accepted the proposal.

14.4 The Late Payment of Commercial Debts (Interest) Act 1998 does not apply to you.

15 General

15.1 We are not responsible for delay or failure caused by events outside our reasonable control. We will tell you promptly if this happens.

15.2 Notices under these terms may be sent by email to the addresses used in the proposal or our correspondence.

15.3 If any part of these terms cannot be enforced, the rest still applies.

15.4 If either of us does not enforce a right straight away, we can still enforce it later.

16 Disputes and law

16.1 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.

16.2 These terms are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction. If you are a consumer living in Scotland or Northern Ireland, you may also bring proceedings in your local courts.