

Yellow Wellies – Terms & Conditions (Updated 25 November 2025)

1. Who We Are

Yellow Wellies (“we”, “us”, “our”) is a land sourcing and development consultancy helping landowners, buyers and developers identify opportunities, explore planning potential, and increase the value of land or property.

2. Our Service

We provide:

- **Site sourcing**
- **Feasibility reviews**
- **Initial planning uplift assessments**
- **Advice and introductions to relevant professionals**
- **Support during negotiations with landowners and developers**
- **Optional packaged deals ready for purchase**

We do not provide:

- **Legal advice**
- **Professional planning guarantees**
- **Financial advice**
- **Architectural services**

Where required, we will recommend specialist consultants, but their work is separate and regulated by their own Terms & Conditions.

3. What You Can Expect From Us

We will:

- **Use our best skill, experience and diligence**
- **Provide honest, transparent assessments**
- **Communicate progress clearly and promptly**
- **Keep you updated about any delays caused by third parties**
- **Treat your project with confidentiality and professionalism**

4. What We Expect From You

You agree to:

- **Provide accurate information**
- **Respond to requests within reasonable timeframes**
- **Keep all Yellow Wellies intellectual property confidential**
- **Not use our sourced sites, data or opportunities without following our agreed fee structure**

5. Fees & Payment

Our fees may include:

- Upfront sourcing/retainer fee
- Planning uplift fee
- Finder's fee upon successful purchase
- Commission from developer introductions

Exact fees will be outlined in your individual proposal or agreement.

Payment terms:

- Invoices are due within 7 days unless otherwise stated
- Late payment may result in work being paused

6. No Guarantee of Planning Permission

We will assess the likelihood of planning success based on policy, precedent, constraints, and consultant advice.

However, we cannot guarantee planning permission or decision timescales, as this is entirely at the discretion of the Local Planning Authority.

7. Third-Party Professionals

We often liaise with planners, architects, surveyors, solicitors, developers and engineers.

We are not responsible for their timelines, fees, work or advice.

You engage them separately unless otherwise agreed.

8. Confidentiality & Intellectual Property

All site lists, maps, reports, opportunity summaries and strategy documents remain the property of Yellow Wellies.

They may not be:

- Shared
- Copied
- Re-used
- Passed to competitors
- Used to strike deals independently

9. Cancellations

You may cancel our service at any time, but:

- Fees for completed work up to that date remain payable
- Any live deal or active site found by Yellow Wellies will still incur the agreed fee if purchased later

10. Liability

We do not accept liability for:

- Financial loss from planning refusal
- Consultant errors
- Changes in planning policy
- Market fluctuations
- Delays from councils, solicitors or developers

Our role is advisory and based on experience, but decisions remain yours.

11. Complaints Process

If you are unhappy with any part of our service, please contact Danielle directly so we can resolve things quickly.

If it cannot be resolved informally, you may submit a written formal complaint. We will respond within 20 working days, with a possible 10-day extension if more time is required.

All complaints are reviewed from more than one perspective to ensure a fair and complete outcome.

Further details of our complaints process can be found on our website www.theyellowwellies.co.uk under Complaints.

12. Non-Circumvention & Non-Disclosure Agreements (NCA & NDA)

Any party engaging with Yellow Wellies — including buyers, sellers, landowners, developers, introducers and prospectors — is required to complete a Non-Circumvention Agreement (NCA) and a Non-Disclosure Agreement (NDA) prior to receiving sensitive site information or being introduced to any third parties.

These agreements:

- Protect our commercial interests
- Prevent bypassing Yellow Wellies in a deal
- Ensure confidentiality of all shared data, contacts and opportunities
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Both the NCA and NDA are legally binding documents with their own separate Terms & Conditions, which you will be provided upon engagement.

No work will proceed until both are signed.

13. Governing Law

These Terms & Conditions are governed by the laws of England & Wales.