**Terms and Conditions for Services Provided by Build Right Consultants**

**Definitions:**

In the following terms and conditions, the following definitions shall apply:

"Cancellation Fee" refers to 25% of the Fee and the Deposit.

"Contract" designates the legally binding agreement between Build Right Consultants and the Customer for the provision of Services in adherence to these outlined conditions.

"Customer" signifies the individual, company, partnership, or organization placing an Order for Services.

"Deposit" represents the monetary sum of £49.00.

"Fee" corresponds to the specified amount in the Order, exclusive of the Deposit.

"Inspection Date" designates the preferred date specified by the Customer in the Order or as subject to variations under these terms.

"Key Collection Point" denotes the location where keys to the Property are collected.

"Order" encapsulates the detailed specifications of the Services provided by Build Right Consultants to the Customer.

"Payment Date" is as specified in the Order.

"Property" is the physical address or building provided by the Customer in the Order.

"Report" is the comprehensive document meticulously prepared by Build Right Consultants pertaining to the Property.

"Services" encompass the suite of services, inclusive of the Report, delivered by Build Right Consultants to the Customer.

"We," "us," and "the Company" refer explicitly to Build Right Consultants.

**Agreement:**

Build Right Consultants commits to supplying the Report to the Customer under the stipulated terms.

The Customer explicitly indicates acceptance of these terms when initiating the Order.

**Customer Obligations:**

The Customer warrants the accuracy of all information provided in the Order.

Access to the Property on the agreed-upon Inspection Date must be facilitated by the Customer.

Cooperation with the truthful provision of information in the Order concerning the Property is a prerequisite.

If actions by the Customer impede the fulfilment of our obligations, Build Right Consultants reserves the right to suspend Services and seek reimbursement for associated costs.

**Report:**

The Report is meticulously produced with due care and skill.

The information within the Report is based on the conditions observed on the date of the report; Build Right Consultants disclaims responsibility for post-inspection alterations.

The Report is deemed confidential and is to be shared solely with professional advisors, site managers, and tradesmen.

Services are typically scheduled between 08:00 and 16:00 on the Inspection Date, unless alternate arrangements are communicated.

Build Right Consultants, while not Gas Safe nor Part P compliant, expects the Customer to acknowledge limited accountability for certain checks as outlined.

**Limitations**:

At Build Right Consultants, we are committed to delivering thorough and comprehensive property inspections to our clients. However, it's essential to acknowledge that certain limitations may impact the extent of our examination. These limitations could include:

1. \*Inaccessible Areas\*: Concealed spaces within walls, under floorboards, or above ceilings may be challenging to access for a complete inspection.

2. \*Locked or Obstructed Areas\*: Certain utility spaces, such as electrical panels or lofts, may be inaccessible due to locks or obstructions.

3. \*Obstructed Areas\*: Furniture, stored items, or dense vegetation may obstruct access to certain parts of the property, hindering our ability to conduct a thorough examination.

4. \*Safety Concerns\*: Hazardous areas, such as roofs with steep pitches or loft spaces, may pose safety risks to our inspectors, limiting their ability to fully assess these areas.

While we strive for excellence in our inspections, we advise clients to recognize these potential limitations. We recommend considering additional assessments or specialized inspections for critical components if necessary. This caveat serves as a proactive measure to ensure transparency and manage expectations regarding the inspection process conducted by Build Right Consultants.

**Price and Payment:**

The inclusive VAT is clearly specified.

Payment includes the Deposit at the time of Order placement.

The Fee and associated disbursements are payable by the stipulated Payment Date.

Automatic payment authorization is applicable for both the Deposit and Fee; non-compliance necessitates bank transfer.

The issuance of the Report is contingent upon the receipt of full payment.

Additional costs, including car-parking and congestion charges, are to be borne by the Customer.

**Deposit:**

The Deposit is payable on the date of the Order.

A refund, within 24 hours of booking, is permissible, post which the Deposit becomes non-refundable.

Denial of entry to the Property on the Inspection Date incurs a partial Fee.

**Inspection Date:**

Upon payment of the Deposit, Build Right Consultants reserves the Inspection Date.

Any alterations to the Inspection Date, with less than 2 working days' notice, necessitate an additional Deposit.

Cancellation within 2 working days forfeits the Deposit, and a Cancellation Fee may be applied.

**Third Party Rights:**

Unless explicitly stated otherwise, this contract does not confer any rights under the Contracts (Rights of Third Parties) Act 1999 for the enforcement of any term of the contract by third parties.

The rights of the contracting parties to rescind or vary the contract are not contingent upon the consent of any other individual or entity.

**Severance:**

In the event that any provision or part-provision of the Contract is deemed invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary for validation. If modification is infeasible, the relevant provision or part-provision shall be deemed deleted. Such modification or deletion does not affect the validity and enforceability of the remaining provisions of the Contract.

**Data Protection:**

Build Right Consultants commits to processing any personal data (as defined in the Data Protection Act 1998) solely in accordance with the Customer’s instructions and shall not process personal data for any purpose other than expressly authorized by the Customer.

Both parties warrant processing personal data in compliance with applicable laws, enactments, regulations, orders, standards, and similar instruments.

Build Right Consultants pledges to take reasonable measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction.

**11. Limit Liability:**

Except for circumstances specified below, these conditions do not limit or exclude Build Right Consultants' liability:

Death or personal injury caused by negligence, whether of Build Right Consultants, its employees, agents, or subcontractors.

Fraud or fraudulent misrepresentation.

Breach of the terms implied by section 12 of the Sale of Goods Act 1979.

Any matter for which it would be unlawful for Build Right Consultants to exclude or restrict liability.

Subject to the above exceptions, Build Right Consultants shall not, under any circumstances, be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this contract.

**12. Complaints:**

Any queries or complaints regarding the Report should be formally raised in writing to Build Right Consultants at the following email address: info@buildrightconsultants.co.uk

**13. Termination:**

Without prejudicing any other available right or remedy, either party holds the right to terminate the Contract by providing written notice to the other party under the following circumstances:

The other party commits a material breach of any term of the contract and fails to rectify the breach within 7 days of receiving written notification.

The other party initiates any action related to entering administration, provisional liquidation, or any composition or arrangement with creditors, winding up, having a receiver appointed to any assets, or ceasing business operations.

Build Right Consultants retains the right to terminate or suspend the supply of Services under the Contract with immediate effect by providing written notice to the Customer if the Customer fails to pay any amount due under the contract on the Payment Date.

Upon termination of the Contract, the Customer is obligated to promptly settle all outstanding sums.

**14. Governing Law:**

The Contract and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

**15. Jurisdiction:**

Both parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual dispute or claims) arising out of or in connection with the Contract or its subject matter or formation.

These comprehensive terms and conditions establish the framework for a transparent and fair relationship between Build Right Consultants and the Customer in the provision of services. It is recommended that the Customer carefully reviews and acknowledges these terms before engaging in any services with Build Right Consultants.