

# Building Forensics Ltd –Conditions for the Provision of Services

1. **GENERAL**
    - 1.1 All quotations are made and all orders are accepted and deemed to have been placed subject to the following terms and conditions.
    - 1.2 In these conditions:

"The Company" means Building Forensics Ltd means the "The Client" party by whom or on whose behalf (whether directly or indirectly, including by virtue of a pre-existing contract with a third party) the Company is requested to provide the Services to.

"The Services" means the services set out in Clause 2 hereof.

"The Client's Property" means the structure, contents, equipment, machinery or documentation in respect of which the Services are to be provided.

"Consequential Loss" means any indirect loss including but not limited to loss of goodwill, loss of profit, loss of contracts, or loss of anticipated savings.
    - 1.3 These terms shall prevail over any others including (without prejudice to the generality of the foregoing) any Client's terms and shall be deemed incorporated in any dealings by the Company with its Clients.
    - 1.4 No order shall be binding on the Company unless and until such order is accepted by the Company by its acknowledgement of order. The terms and conditions shall be deemed to have been accepted by the Client upon commencement by the Company of the Services. Any cancellation of an Order cannot be accepted if the Company has incurred expenses in connection with any such Order.
    - 1.5 This Agreement supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and undertaking between the parties relating to the subject matter hereof; no party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement.
  2. **SCOPE OF SERVICES**
    - 2.1 The Services provided by the Company consist of restoration by cleaning and restoration and decontamination or investigation survey of the Client's Property as specified in the Company's quotation or estimate and confirmed in the Company's acknowledgement of order. The term "restoration" is subject to Clause 8.1 hereof and does not include repair.
    - 2.2 If so specified by the Client, the Services may also include repair work. In the case of repair work, the Company shall, as agent for the Client, contract for the carrying out of repair work and include the costs thereof, together with its own incidental expenses, if any, in its invoice. For the avoidance of doubt the Company shall be deemed to be at all times acting as disclosed agent for the Client and, as such, will have no responsibility to the Client in respect of the standard of the work carried out by an independent contractor.
    - 2.3 The Client's Property in respect of which the Services are provided is specified in the Company's acknowledgement of order.
    - 2.4 The Services will be performed on site or in the Company's workshops, at the Company's option. Provided that:
      - 2.4.1 Where the Company elects to perform Services on site, the Client shall provide without charge, water, electricity, storage facilities and such other services as the Company may reasonably require together with appropriate access to enable the Company to carry out the Services
      - 2.4.2 Where the Company elects to perform the Services in its workshops, the Client shall be solely responsible for the safe transportation (unless agreed otherwise) and the insurance of the Client's Property to and from and whilst at the Company's workshops. Where the Company agrees to arrange for transport and/or insurance as agent for the Client, the Client shall reimburse the Company's costs in full and the provisions of clauses 3 and 4 shall apply with respect to payment of such costs. In addition, where the Company agrees to arrange for insurance as agent for the Client, the Client shall be responsible for notifying the Company of the value of the Client's Property so as to enable the Company to arrange adequate insurance cover.
    - 2.5 The Client shall be responsible for obtaining any permissions required to enable the Company to carry out the Services and shall confirm to the Company that such permissions have been obtained prior to commencement of the work.
  3. **PRICES AND RATES**
    - 3.1 Estimates provided by the Company are given in good faith but shall not be binding on the Company and are excepting errors and omissions.
    - 3.2 The rates applicable to the Services provided shall be as stated in the Company's acknowledgement of order or pro forma invoice.
    - 3.3 All rates and prices quoted are exclusive of Value Added Tax and any other applicable taxes and duties which will be added to the Company's invoice at the appropriate rate.
    - 3.4 Rates quoted shall be variable at any time to account for fluctuation in material prices and/or service charges to the Company via exchange rate fluctuations or otherwise.
    - 3.5 Rates applicable for the Services shall be valid for a period of 28 days only from the date appearing on the quotation.
  4. **PAYMENT TERMS**
    - 4.1 All payments are due as stated in per proforma invoice Time for payment shall be of the essence. The Company shall be entitled to charge interest on overdue payments at the rate of 2% above the base rate of Barclays Bank plc from time to time over the period from the date when payment falls due to the
    - 4.2 Unless otherwise specified in the Company's acknowledgement of order the Company's invoice for the Services will be raised on the notification to the Client that the Client's Property is ready for dispatch, or on completion where the Services are performed on site. Mobilization fees and pre-payment may be required
    - 4.3 The Client shall not be entitled to withhold payment for the Services in the event of:
      - 4.3.1 dissatisfaction with the Services of the contract engaged by the Company for the purposes of repair /restoration/decontamination or survey of the Client's Property; or
      - 4.3.2 the charges of the Company not being covered by a valid insurance policy.

The Services provided by the Company shall be paid for in accordance with the terms of Clause 4.1 hereof.

  - 4.4 The Company shall have a lien on the Client's Property until such time as any of the sums due by the Client to the Company have been discharged in full. The Company shall also have a lien on the Client's goods where there are amounts outstanding in relation to other unpaid accounts of the said Client.
5. **INSURANCE CLAIMS**
  - 5.1 Where Services are provided for Client's Property in respect of which the Client has suffered a loss which is covered by a valid insurance policy, the Client shall at the Company's request by signing an Authorisation Mandate provided by the Company instruct his insurers to settle the Company's invoice in accordance with Clause 4.1. Any insurance excess which may apply to the Client's insurance policy shall not in any way affect the amount due to the Company hereunder or the terms of payment applicable thereto.
  - 5.2 In the event that the Client's insurance company requires an independent report concerning the Client's claim neither the requirement nor any such report shall in any way affect the amount due to the Company hereunder or the terms of payment applicable thereto.
  - 5.3 Should the Client's insurance company or its agent, after receipt of a signed Authorisation Mandate, fail for whatever reason to pay the Company a full invoice amount by the due date, the Client shall be fully and irrevocably liable for the amount due to the Company and shall pay the amount due to the Company within 48 hours of the Company giving notice to the Client that the insurers have failed to settle the Company's invoice.
6. **TIME**
  - 6.1 Any time quoted by the Company for completion of the Services is an estimate only and in no event shall the Company have any liability for failure to complete within such time or for any damages or loss (including Consequential Loss) howsoever arising.
7. **CLIENT TO INFORM**
  - 7.1 The Client shall fully inform the Company before commencement of the Services of any Health and Safety requirements applicable to the Client's Property and any other regulations or specifications relating to the Client's Property which the Client is required to observe.
  - 7.2 The Client shall fully inform the Company before commencement of the Services of any special technical characteristics of the Client's Property. Specific requirements include immune compromised or chemically sensitive
8. **WARRANTY**
  - 8.1 In performing the Services the Company will use all reasonable skill and care but the Company shall have no obligation to restore the Client's Property to meet any particular specification.
  - 8.2 The Company guarantees to the Client that for a period of twelve months after the completion of the Company's Services that mould will not return subject to environmental conditions being present of humidity less than 75% and temperatures kept above dew point.
  - 8.2.3 No responsibility can be accepted for any form of damage during decontamination of building or contents either by the company or its sub-contractors. Unless work is covered by any third party guarantee and subject always to clause 9, the Company will initiate an investigation within five working days and the Company will rectify, by appropriate revision and correction of the work done, any deficiency in the Services which is caused directly by the faulty or incorrect workmanship undertaken by the Company and provided that the Client has permitted the Company to carry out any after-treatment deemed necessary by the Company and has not allowed third parties to work on the Client's Property except with the Company's prior approval.
  - 8.3 Save as provided in Clause 8.2.3 and to the extent permitted by law the Company shall not be under any liability in contract, tort or otherwise in respect of defects or deficiencies in the work carried out, or for any injury (other than death or personal injury caused by the negligence of the Company, its servants or agents,) damage or loss (including Consequential Loss) resulting therefrom unless there are any overriding conditions which have been negotiated and agreed upon in individual contracts.
  - 8.4 In the event that the Company engages the services of a contractor for the purposes of repair of the Client's Property, as provided under Clause 2.2 hereof it shall not be under any liability in respect of any defects or deficiencies in the work carried out by the said contractor.
9. **RESPONSIBILITIES OF THE CLIENT**
  - 9.1 Where the Client is of the opinion that the Services performed by the Company or its nominated sub-contractors does not comply with clauses 8.1, 8.2.1 and/or 8.2.2, it is the responsibility of the Client to:-
    - 9.1.1 Inform the Company in writing within 7 days of the discovery of a problem that, in the opinion of the Client, the problem has arisen as a result of the Services performed by the Company and/or its nominated sub-contractors and that it is covered by the warranty under Clause 8 above.
    - 9.1.2 Prove to the Company's satisfaction that the indicated problem has arisen as a result of Services performed by the Company and/or its nominated sub-contractors. This proof must be supplied in writing to the Company as soon as it becomes available.
    - 9.1.3 Allow the Company or its nominated sub-contractors to attend on site to inspect the indicated problem and where applicable rectify the problem.
    - 9.1.4 Allow the Company to bring independent experts to inspect the problem if a dispute arises. If after inspection by independent experts the indicated problem is found to fall outside of the Warranty in clause 8 the Client must compensate the Company for all reasonable expenses incurred during the investigation of the indicated problem.
  - 9.2 Failure to adhere to any of the principles laid out in the above section will also negate the Warranty in clause 8 in its entirety.
10. **LIMITATION ON COMPANY'S LIABILITY**
  - 10.1 The Company will be responsible to the Client against direct damage or injury to the Client's property or person or that of others to the extent directly caused by the negligence or breach of contract or breach of statutory duty of the Company, its subcontractors or agents, and will make good such damage to property or compensating personal injury, provided that:
    - 10.1.1 in the case of loss of or damage to the Client's Property the Company's liability shall be limited to the market value of the Client's Property immediately prior to the loss or damage and shall be subject to the limit referred to in sub-clause 10.1.2 below and,
    - 10.1.2 the Company's total liability for damage to the Client's Property (including damage caused by the Company's breach of contract, tort or breach of statutory duty) shall not exceed £500,000; and
    - 10.1.3 the Company shall not be liable to the Client for any Consequential Loss or, save as aforesaid for any loss or damage of any kind whatsoever and whether caused by the Company's breach of contract, tort, breach of statutory duty or otherwise howsoever.
  - 10.2 Save as provided in Clause 8 the Company shall not be liable for damage or injury occurring after the Services have been completed, where the Services are performed on site, or after despatch of Client's Property treated at the Company's workshops.
  - 10.3 The Client assumes all liability for accidents and damage whether on site or in the Company's workshops caused by or arising out of the condition or nature of the Client's Property not disclosed to the Company and not apparent on reasonable examination by the Company.
  - 10.4 Each of clauses 8.1 to 8.4 and 10.1 to 10.3 is to be construed as a separate limitation (applying and surviving even if for any reason one or other of the said clauses is held inapplicable or unreasonably in any circumstances) and shall remain in force notwithstanding termination of this contract.
11. **GENERAL**
  - 11.1 Should the Company become aware of any defects in the Client's Property in the course of carrying out the Services such defects may be noted and reported to the Client but the Company shall have no obligation in respect thereof.
  - 11.2 The Company will take all reasonable precautions to avoid or minimise damage to the Client's Property in order to enable the work to be carried out.
  - 11.3 Notices under this Contract may be given by either party by means registered letter sent to the other party at (in the case of an individual) his last known address and (in the case of a company) its head office or place of business for the time being. Any such notice sent by letter shall be deemed to have been given three working days after posting.
  - 11.4 Nothing in these Conditions shall restrict or exclude the Company's liability for fraudulent misrepresentation.
  - 11.5 The Company shall not be liable to any person under the Contracts (Rights of Third Parties) Act 1999 who is not a party to the contract for the services.
  - 11.6 In the event of either:
    - 11.6.1 the Company being delayed in or prevented from providing Services owing to Act of God, war, civil disturbance, requisitioning, Governmental restriction, prohibition, enactment or regulation of any kind, strike, trade disputes, difficulty in obtaining labour or materials, breakdown of machinery or utilities, fire, accident or any other cause of any nature beyond the Company's control, or
    - 11.6.2 failure by the Company's agents or sub-contractors, the Company shall be at liberty to cancel or suspend the contract with the Client and/or defer performance and cancel or suspend the Company's other obligations under the contract without incurring any liability of any nature as a consequence of such deferment, cancellation or suspension.
  - 11.6.3 Where labs are used the company reserve the right to remove names and identity of the labs due to their commercial value to competitors. The reports remain the property of the company until paid in full
12. **APPLICABLE LAW AND JURISDICTION**
  - 12.1 The Laws of England shall govern the validity, construction and performance of this Contract.
  - 12.2 English Courts shall have exclusive jurisdiction.