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’ hereof means the services set out in Clause 2. The Client’s Property means as specified in the Company’s quotation or estimate and confirmed in the Company’s acknowledgement of order. The term “temperature” is subject to the conditions set forth in clause 7.2.1.2.2.

2. SCOPE OF SERVICES
2.1 The Services provided by the Company consist of restoration by cleaning and restoration of various elements, including but not limited to:
   - Cleaning and restoration of the Client’s Property.
   - Restoration of any damage to the Client’s Property caused by fire, water, or other natural disasters.
   - Restoration of the Client’s Property to its original condition.

2.2 The Company shall provide all representatives, arrangements and agreements between the parties relating to the subject matter hereof and shall ensure that the work is carried out in accordance with the terms of this agreement.

3. PRICES AND RATES
3.1 Estimates provided by the Company are given in good faith but shall in no way be binding on the Company and are Excluding errors and omissions.

3.2 The rates applicable to the Services provided shall be as stated in the Company’s acknowledgment of order or pro forma invoice.

4. PAYMENT TERMS
4.1 All payments are due as stated in the pro forma invoice. Time 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 in effect at the time of the invoice date at the time of the period from the date when payment falls due to the delivery date.

4.2 Unless otherwise specified in the Company’s acknowledgment of order or pro forma invoice, the notification to the Client that the Client’s Property is ready for dispatch, or on completion where the Services are performed on the Client’s Premises, is deemed to be payment in full.

4.3 The Client shall not be entitled to withhold payment for the Services in the event of:
   - Failure to comply with the terms of this agreement.
   - Non-payment of any outstanding amounts.

4.4 The Client shall have a lien on the Client’s Property until such time as all sums due to the Client 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 any unpaid accounts of the said Client.

5. INSURANCE CLAIMS
5.1 Where the Company is provided with 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 sign a claim on behalf of the Company instruct his insurers to settle the Company’s claim in accordance with Clause 10.1.2.

5.2 In the event that the Client’s insurance company requires an independent report concerning the Client’s claim or any action in respect of the claim, the Client shall provide the Company with full details of the insurance claim.

5.3 Should the Client’s insurance company or its agent, after receipt of a signed Authorization Mandate, fail for whatever reason to pay the Company a full invoice amount by the due date, the Client shall pay to the Company 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 Client 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 Company’s work, the Client’s requirements, 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 complications chemically sensitive.

8. WARRANTY
8.1 Performing the Services the Company will use all reasonable skill and care but the Company will have no obligation to restore the Client’s Property to meet any particular specification.

8.2 The Company guarantees the work for a period of twelve months after the completion of the Company’s Services that will not result in return to environmental conditions being present at the commencement of the work and will be kept at the dew point.

8.3 No responsibility can be accepted for any form of damage during the services of building or contents either by the Company or the Client’s subcontractors. Unless work is covered by any third party guarantee and subject always to clause 9. The work will be carried out by the Company who will be responsible for any work carried out and will be covered by the Company’s insurance.

8.4 As 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 any delay in carrying out the work, or for any injury (other than death or personal injury) caused by the negligence of the Company, its servants or agents or by a failure or omission on the part of any other person, save in so far as the Client’s negligence is caused by the faulty or incorrect workmanship undertaken by the Company and provided that the Client has permitted the Company to make use of any materials and equipment which the Company deemed necessary by the Company and has not allowed third parties to work on the Client’s Property.

8.5 As 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 any defect or defects in the work carried out by the said contractor.

9. RESPONSIBILITIES OF THE CLIENT
9.1 Where the Client is the opinion of the Services performed by the Company or its nominated sub-contractors does not comply with clauses 9.1, 9.2.1 and 9.2.2, it is the responsibility of the Client to:

10. LIMITATION OF 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 the omission of the Company, its subcontractors, or agents, and will make good such damage to property or compensating personal injury, provided that:

10.2 If in the case of loss or damage to the Client’s Property the Company’s liability shall be limited to the market value of the property, or if written proof is not forthcoming in respect of the matter or otherwise, the Client’s Property shall be reduced to the market value at the time of the loss.

10.3 The Company shall not be liable to the Client for any Consequential Loss or, save as aforesaid for any loss or damages howsoever caused by the Company’s breach of contract, tort, breach of statutory duty or otherwise however.

10.4 Save as aforesaid 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.

10.5 The Company assumes all liability for accidents and damage whether on the premises of the Client or elsewhere and the Client acknowledges that the Client is not held liable in any way or manner for the damage or injury caused by the Client’s Property.

10.6 Each of clauses 8.1 to 8.10 and 10.1 to 10.3 is to be construed as a separate limitation (applying and survival even if for any reason one or more parts are held inapplicable or unenforceable in any circumstances) and shall remain in force notwithstanding the termination of this contract.

11 GENERAL
11.1 Should the Company become aware of any defects in the Client’s Premises before the completion of the Services such defects or limitations may be noted and reported to the Client but the Company shall have no obligation in respect thereof.

11.2 The Company shall 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 to the Contract may be given by either party by means registered letter 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’s liability to the Client under the Contracts (Rights of Third Parties) Act 1999 who is not a party to the contract for the services.

11.6 The Company’s liability under this agreement is limited to 25% of the total agreed price.

11.7 The Company may be delayed in or prevented from providing Services owing to Act of God, war, civil disturbances, strikes, lockouts, or other industrial disputes, or other causes beyond the Company’s control, or other cause of any nature beyond the Company’s control, or

11.8 If the Company’s agents or sub-contractors suspend the Company shall at liberty to cancel or suspend the contract with the Client and/or defer performance and cancel any portion of the contract which has been completed, and shall be entitled to recover payment under the contract without incurring any liability of any nature as a consequence of such deferral, cancellation or suspension.

11.9 Where labs are used the Company reserve the right to charge the Client the necessary fee due to them for the purpose of the company paid in full.

12.1 The Laws of England shall govern the validity, construction and performance of this agreement.

12.2 English Courts shall have exclusive jurisdiction.