Terms and Conditions

1. Definitions

In these terms and conditions, the following words shall have the following meanings:

“Cancellation Fee” means 50% of the Fee and the Deposit.

“Contract” means the contract between the KB Inspections & Sons Ltd and the Customer for the supply of Services in accordance with these conditions.

“Customer” means the person, company, partnership or other organisation placing an Booking either on their own as the intended recipient of the report or acting as an agent.

“Deposit” means the sum £50.00.

“Fee” means as specified in the Booking less the Deposit.

“Inspection Date” means the preferred date specified by the Customer in the Booking or as varied under these terms.

“Key Collection Point” means the location at which we have to collect the keys to the Property.

“Booking” means the description of the Services provided by KB Inspections & Sons Ltd "us” to the Customer.

“Payment Date” means as specified in the Booking (within 48 hours of inspection complete)

“Property” means the address/building supplied by the Customer in the Booking.

“Report” means the report prepared by us in respect of the Property within 48 hours.

“Services” means the services including the Report, supplied by us to the Customer as set out in the Booking.

“We”, “us” and “the Company” are references to KB Inspections & Sons Ltd.

1.2 A reference to a statute statutory provisions is a reference to as amended or re-enacted.

1.3 A reference to writing or written includes email.

2. Agreement

2.1. We agree to supply the Report to the Customer subject to these terms; and

2.2 The Customer indicates their acceptance of these terms when placing the Booking.

3. Customer Obligations

3.1 The Customer:

(a) Warrants that all the information they have supplied to us during the Booking is true, accurate and complete;

(b) Will provide us, our employees, subcontractors or agents with access to the Property on the Inspection Date;

(c) Must provide us with truthful information in the Booking regarding the Property, the Customer will be obliged to pay the correct Fee according to the size of the Property; and

(d) Co-operate with us in all matters relating to Services.

3.2 If we are prevented or delayed from performing our obligations by an act or omission by the Customer or failure by the Customer to perform the Customer's obligations contained in clause 3.1:

(a) We have the right to suspend performance of the Services until such default has been rectified,

(b) We shall not be liable for any costs or losses sustained by the Customer as a result of a breach of the Customer's obligations,

(c) The Customer shall reimburse us on demand for any costs or losses reasonably sustained or incurred by us arising directly or indirectly from a breach of the Customer's obligations.

3.3 The pricing of the service is based on location and number of bedrooms to be indicative of the size of house entirety.

Therefore any partitioned habitable rooms located above ground floor regardless of size or name (e.g. "office / study room etc) according to the plans are to be classed at bedrooms. This is with the exception of a single living area being on the 1st floor, also bathrooms / en-suites are not habitable rooms so are excluded from this clause. The Customer agrees as per clause 5.11 for us to amend the booking should the information be inaccurate (unless otherwise agreed in writing by us).

4. Report

We will produce the Report with reasonable care and skill and it is provided to the Customer on the basis that they acknowledge and agree the following:

4.1 The information in the Report reflects that available to us on the date the report was produced we are unable to report on any additional issues which arise after the Inspection Date.

4.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Customer for any change in information after the date upon which the Report was produced or for any inaccuracies or omissions.

4.3 The Report is produced only on the Property supplied in the Booking.

4.4 The Customer agrees to keep the Report confidential disclosing its contents only to the Customer's professional advisors and developer.

4.5 We endeavour to arrive at the Property to carry out the Services between 08:00am and 10:00am on the Inspection Date unless we inform the Customer otherwise.

4.6 The Company is not Gas Safe nor Part P compliant because the checks carried out on the heating system and to electrical sockets are basic; the customer accepts that in no way are we to be held accountable for the type of checks a certified engineer would carry out.

4.7 The Customer furthermore understands that this is not a structural survey and we cannot be responsible to the Customer for any inaccuracies or omissions.

4.8 The Customer agrees that images/videos taken during an inspection can be used by the company for marketing, sales and social media purposes.

4.9 The Customer agrees that if on the day of inspection, it is deemed unsafe or unlawful to operate drone/ roof technology then this decision is final. If any mechanical/weather/restrictions, or issues arise before/during inspection, the inspector on occasions can use alternative Ariel view equipment to use. This does not have any impact on the quality/service of the roof inspection. If this is the case the additional drone/roof inspection cost (£74.99) if applied during quotation will be refunded in full to the Customer within 5 working days, The Company will not deploy staff in addition to the day of inspection to complete this service.

5. Price and Payment

5.1 VAT is not incurred unless otherwise specified.

5.2 Unless the Customer has an agreed credit account with us for payment of the Services, we must receive payment of the Deposit when the Booking is placed.

5.3 The Customer shall pay the Fee and disbursements, detailed in this clause 5, agreed by us and the Customer by the Payment Date.

5.4 Where the Customer authorises us to take payment automatically for the Deposit and the Fee:

(a) the Deposit shall be taken on the date of the Booking; and

(b) the Fee shall be taken no later than 48 hours prior to the inspection being conducted.

5.5 Where payment is not made under the provisions of clause 5.4 payment should be made by bank transfer into our nominated bank account 48 hour before the inspection date.

5.6 Until such time as payment has been received in full and cleared we will not release the Report.

5.7 Where the Customer's payment method fails to process an administration fee of £10.00 will be payable within 14 days of notice from us.

5.8 If the Customer fails to make payment due to us by the Payment Date, the Customer shall pay interest on the overdue payment, interest will accrue each day at 4%.

5.9 If the property is found to be larger than the booking states, the Customer agrees for us to amend the invoice accordingly.

6. Deposit

6.1 The Deposit is payable by the Customer to us on the date of the Booking. The Customer has a period of 24 hours

6.1 The Deposit is payable by the Customer to us on the date of the Booking. The Customer has a period of 24 hours following the booking to review these Terms and Conditions; after which the deposit is non-refundable, should the customer wish to.

cancel within 24 hours of booking, they should notify their intention clearly in an email and upon receipt the deposit will be refunded in full.

6.2 If on the Inspection Date we are unable to gain entry to the property / entry is refused / not in a suitable state for

inspection (deemed too early to the extent we cannot fulfil our role properly) or we are otherwise asked to leave the premises:

(a) 50% of the Fee shall remain payable if we have spent less than two hours at the Property;

(b) 75% of the Fee shall remain payable if we have spent three hours or more at the Property but are unable to complete a full inspection.

7. Inspection Date

7.1 Upon payment of the Deposit we will reserve the Inspection Date

7.2 Where the Customer wishes to change the Inspection Date and gives us less than 2 working days' notice prior to the Inspection Date the Customer must pay an additional Deposit.

7.3 The Customer will forfeit the Deposit if the Customer cancels the Inspection Date within 5 working days prior to the inspection and must pay a Cancellation Fee.

(a) This clause is superseded by clause 6.1

8. Third Party Rights

8.1 Unless it expressly states otherwise, this contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract.

8.2 The rights of the parties to rescind or vary the contract are not subject to the consent of any other person.

9. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10. Data Protection

10.1 The Company shall process any personal data (defined in the Data Protection Act 1998) only in accordance with the Customer's instructions from time to time and shall not process the personal data for any purposes other than those expressly authorised by the Customer.

10.2 Each party warrants to the other that it will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

10.3 The Company warrants that it will take reasonable measures against the unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage.

10.4 The Company may authorise a third party to process the personal data provided that the third party's contract is on substantially similar terms as those set out in the Contract and it terminates automatically on termination of the Contract for any reason.

10.5 The Customer and Company acknowledge that for the purposes of the Data Protection Act 1998, the Customer is the data controller, and the Company is the data processor in respect of any personal data.

11. Limit Liability

11.1 Nothing in these conditions shall limit or exclude our liability for:

(a) Death or personal injury cause by its negligence or the negligence of employees, agents or subcontractors.

(b) Fraud or fraudulent misrepresentation:

(c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979;

(d) Any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2 Subject to clause 11.1 we shall under no circumstances whatsoever 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. Complaint

If the Customer has a query or complaint about the Report they should raise it in writing to Us, 14 Fifth Ave , Clipstone, Nottinghamshire NG21 9DH, and if appropriate ask for any complaint to be considered under our formal internal complaints procedure.

13. Termination

13.1 Without affecting any other right or remedy available to it either party may terminate the Contract by giving the other party written notice to the other party if:

(a) the other party commits a material breach of any term of the contract and fails to remedy that breach within 7 days of that party being notified in writing to do so;

(b) The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business.

13.2 Without affecting any other right or remedy we may terminate or suspend the supply of the Services under the Contract with immediate effect giving written notice to the Customer if the Customer fails to pay any amount due under the contract on the Payment Date.

13.3 On termination of the Contract the Customer shall immediately pay to us all outstanding sums due.

13.4 Termination of the Contract shall not affect any rights, remedies, obligation or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the contract which existed at or before the date of the termination.

13.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after terminate of the contract shall remain in full force and effect.

14. Governing Law

The Contract and any dispute or claim (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 law of England and Wales.

15. Jurisdiction

Each party irrevocably agrees 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.

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