

## BUSINESS TERMS AND CONDITIONS

Last updated: 13<sup>th</sup> May 2026

These Business Terms set out the agreement (**Agreement**) under which **Building Forensics Limited** (Company No. 08837566) (the **Company**) provides its inspection, investigation, advisory, decontamination and related services (**Services**) to you (the **Client**). The Services to be provided in each case will be those described in the applicable quote, invoice, proposal, booking confirmation or other written instruction accepted by the Company.

These Business Terms apply on a business-to-consumer (B2C) basis. Nothing in these Business Terms affects any statutory rights you have as a consumer under the Consumer Rights Act 2015 or any other applicable consumer protection legislation. Where any provision of these Business Terms purports to limit, exclude or restrict any right that cannot lawfully be excluded or limited in a consumer contract, your statutory rights will prevail to the extent of any inconsistency. The Company draws your attention to clause 8 (Liability), which contains terms that limit the Company's financial liability. The Company considers these to be fair and reasonable, but you are encouraged to read them carefully. If you are uncertain about your rights, you may wish to seek independent legal advice before accepting this Agreement.

### 1 APPLICATION OF THESE BUSINESS TERMS

- (a) These Business Terms apply to all the Client's dealings with the Company and are incorporated into every quote, invoice, proposal, booking confirmation, order acknowledgement or other written communication under which the Company agrees to provide Services to the Client (each an '**Order Document**'), together with any additional terms expressly stated in that Order Document.
- (b) The Client will be taken to have accepted this Agreement if the Client accepts an Order Document, or if the Client instructs, orders, books, accepts or pays for any Services provided by the Company after receiving or becoming aware of this Agreement.
- (c) In the event of any inconsistency between these Business Terms and any Order Document, the terms of the relevant Order Document will prevail to the extent of the inconsistency, but only in relation to the relevant Services. Any term described as a "Special Condition" or otherwise clearly stated to override these Business Terms in an Order Document will prevail to the extent of any inconsistency.
- (d) The Company may update any part of the Business Terms by providing at least 14 days' prior written notice to the Client, provided that such changes shall not materially reduce the Company's obligations or materially increase the Client's obligations under this Agreement in respect of Services already accepted by the Company, unless otherwise agreed in writing. Any changes to pricing, scope of work, timing or deliverables for specific Services must be agreed in writing. The Client continuing to order, accept or pay for any services provided by the Company following such an update will represent an agreement by the Client to be bound by the Business Terms as amended. The Client is encouraged to check the date at the top of the Business Terms to see when the Company last updated the Business Terms.
- (e) Any specifications, scopes, findings, reports, quotations, method statements, sampling plans, risk assessments or other documentation provided by the Company are indicative of the Services to be provided and are only contractually binding to the extent expressly incorporated into the applicable Order Document. The Company reserves the right to adapt its methodology, sequence of work and means of performance in light of site conditions, health and safety requirements, practical constraints and information revealed during the Services.

- (f) The Client is responsible for confirming that the applicable Order Document accurately specifies (if applicable):
  - (i) the specifications of the Services required; and
  - (ii) the agreed Fees and any other rates.

## 2 COMPANY OBLIGATIONS

- (a) In consideration for the payment of the Fees set out in the applicable Order Document (**Fees**), the Company will provide the Services described in that Order Document in accordance with the standards and warranties set out in clause 2(b) of these Business Terms.
- (b) The Company warrants that all Services will be provided:
  - (i) using reasonable care and skill and in accordance with current industry practice applicable to the relevant Services;
  - (ii) in compliance with applicable laws, regulations and relevant industry standards to the extent applicable to the Services;
  - (iii) by appropriately trained and competent personnel;
  - (iv) using equipment and materials the Company considers suitable for the relevant Services and maintaining calibration, maintenance or specification records where reasonably applicable; and
  - (v) maintaining any permits, licences, registrations and certifications required by law for the provision of the Services.
- (c) The Company will carry out inspections, investigations, sampling coordination, decontamination services and advisory work in accordance with the agreed scope. Unless expressly stated otherwise in writing, the Services are limited, representative, risk-based and non-intrusive inspections and investigations directed at identifying visible or reasonably detectable building-related factors that may be contributing to moisture, mould, contamination, hazards to health, building-related illness concerns or questions of causation, and are not full structural surveys, valuation surveys, warranty-backed surveys, destructive investigations, whole-building surveys or inch-by-inch examinations of the property. Any report, opinion, recommendation, estimate or other deliverable provided by the Company reflects the observations, information, testing, sampling and access available to the Company at the time of the Services and is not a guarantee that all defects, hazards, contamination, mould, moisture pathways, building failures, causative factors or risks have been identified.
- (d) The Company's ability to attend and perform the Services is conditional upon the Client fulfilling its access and site readiness obligations as set out in clause 3 of these Business Terms. If the Site is not accessible or ready at the agreed time, access is unavailable, the relevant decision-maker or person required to provide entry or instructions does not attend, the Client fails to keep the appointment, or the Company is delayed or prevented from carrying out the Services for reasons attributable to the Client or otherwise outside the Company's reasonable control, the Company may treat the visit as abortive and charge reasonable additional fees for wasted time, travel, waiting and re-attendance costs, subject to the Company's duty to take reasonable steps to mitigate its losses.
- (e) The Company may record the condition of the Site, affected areas and relevant contents before, during and after the Services by notes, photographs, videos, readings, samples or other records. Those records may be used for operational, evidential, quality assurance, training, insurance and dispute-resolution purposes and, unless the Client objects promptly with reasonable grounds, will be treated as an accurate contemporaneous record of matters observed.
- (f) If any physical damage to the Site is discovered and appears to have been caused directly by the Company's breach of this Agreement or negligence, the Company will notify the Client within a reasonable time after becoming aware of it. The Company is not liable for

any pre-existing condition, latent defect, deterioration, contamination migration, hidden damage or damage caused or contributed to by the Client, the condition of the Site or any third party. Any complaint regarding the Services, reports or physical damage must be notified to the Company in writing as soon as reasonably practicable and, in any event, within 7 days after the relevant Service date or report date, except where the matter could not reasonably have been discovered within that period.

- (g) The Company will perform the Services in accordance with its health and safety procedures and may suspend, vary or cease work where the Company reasonably considers that site conditions, occupant circumstances, contamination levels, chemical sensitivities, the presence of children or vulnerable persons, or other health and safety risks make it unsafe, inappropriate or impracticable to proceed. Where decontamination, cleaning or remediation products or chemicals may be used, the Client acknowledges that such substances may present risks, odours, residues or sensitivities and that the Client is responsible for obtaining any medical, occupational or other specialist advice relevant to any occupant, visitor or worker who may be affected.
- (h) Upon completion of the relevant Services, the Company may provide such reports, findings, recommendations, photographs, data, certificates, invoices or other deliverables as are included in the applicable Order Document. Any findings, opinions, results or recommendations are made only by reference to the conditions, information, access, observations, readings, samples and testing available at the relevant time of the Services. Unless expressly stated otherwise in writing, reports, photographs, data, sample results and other deliverables are prepared solely for the Client for the purpose of the relevant Services, may not be relied upon by any third party, and may not be copied, published, distributed or disclosed to any third party without the Company's prior written consent, except where disclosure is required by law. The Company may withhold any report, findings, recommendations, sample results, certificate or other deliverable until all due amounts have been paid in full in cleared funds.
- (i) The Company reserves the right to withhold deliverables, suspend or reschedule Services, cancel bookings, refuse further attendance and exercise any other rights available to it at law if any valid payment remains outstanding beyond its due date. The Company may claim any costs associated with suspension, delay, storage, rescheduling or recovery of debt from the Client, together with interest and any applicable statutory compensation.
- (j) The Company shall not be liable for loss of or damage to jewellery, cash, artwork, heirlooms, collectibles, documents, electronics or other valuable, fragile or irreplaceable items at the Site unless the Client has identified them to the Company in writing before the Services and the Company has expressly agreed in writing to assume responsibility for them. The Client must remove, protect or isolate such items before the Services are carried out.
- (k) The Company's liability for any loss, damage, cost or expense arising out of or in connection with the Services shall be subject to clause 8 and, save to the extent prohibited by law, the Company shall not be liable for any indirect, consequential, special, exemplary or economic loss, loss of profit, loss of opportunity, loss of rental income, loss of amenity, business interruption or reputational damage.
- (l) The Company will maintain such insurances as it considers appropriate for its business and as may be required by law. Details of insurance may be provided on request, but nothing in this Agreement shall be construed as increasing the Company's liability beyond the limitations set out in clause 8.

### 3 CLIENT OBLIGATIONS

- (a) The Client must provide the Company with all documentation, information and assistance reasonably required for the Company to perform the Services, including details of any known hazards, contamination concerns, sensitive occupants, previous remedial works,

reports, site restrictions, and accurate details of the property, occupancy, affected areas and requested scope.

- (b) The Client agrees to liaise with the Company as it reasonably requests and ensure site conditions are suitable for the Services, including safe access, availability of utilities where required, and readiness of the affected areas for inspection, investigation, sampling, decontamination or other agreed work. If the Site, property type, occupancy, extent of affected areas, access arrangements or nature of the issues encountered materially differs from the information provided by the Client or the assumptions on which the applicable Order Document was based, the Company may reasonably adjust the scope, methodology, timing and Fees, or decline to proceed until revised terms are agreed.
- (c) The Client shall provide suitable and lawful access to all areas relevant to the Services and ensure the Site is in a condition that permits the Company to work safely and effectively. The Client shall be responsible for any damage to the Company's equipment caused by the Client, occupants, pets, contractors or site conditions, except to the extent caused by the Company's negligence.
- (d) The Client agrees to indemnify and hold harmless the Company, its officers, employees, agents and subcontractors from and against any claims, liabilities, losses, damages, costs and expenses (including reasonable legal fees) arising directly out of the Client's failure to provide safe access, accurate information, suitable site conditions or compliance with any health and safety obligation relating to the premises where the Services are to be performed.
- (e) The Client agrees that if the Company's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation, then:
  - (i) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
  - (ii) the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause; and
  - (iii) the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

## 4 PAYMENT

### 4.1 FEES AND PAYMENT TIMING

The Client must pay to the Company the Fees in the amounts and at the times set out in the applicable Order Document or as otherwise agreed in writing. Unless otherwise expressly stated in the applicable Order Document:

- (a) for consultations, desktop reviews and advisory appointments, payment is due in full in cleared funds at the time of booking;
- (b) for surveys, inspections, investigations, causation assessments and site attendance services, 50% of the total Fees (including any additional agreed sampling or laboratory costs) is payable at the time of booking in order to secure the appointment, and the remaining 50% is payable on completion of the site visit or before release of any report, findings or deliverables, whichever occurs first;
- (c) for decontamination, cleaning, remediation support or other works, 50% of the total Fees is payable at the time of booking in order to secure the appointment and allocate labour, equipment and materials, and the remaining 50% is payable no later than the day the works

- are due to commence, unless alternative staged payment terms are expressly set out in the applicable Order Document (which may apply for larger or multi-phase projects);
- (d) the Company may require full payment in advance, staged payments, interim payments, or payment before release of reports, results or other deliverables, where stated in the applicable Order Document; and
  - (e) the Client must pay all amounts due under this Agreement in full without set-off, counterclaim, deduction or withholding (except to the extent required by law), and if there is any inconsistency between this clause 4.1 and the applicable Order Document, the Order Document will prevail.

#### 4.2 EXPENSES

Unless otherwise agreed in writing:

- (a) the Company may charge the Client for travel, mileage, accommodation, parking, congestion charges, waste disposal, specialist consumables, laboratory fees, courier charges, subcontractor costs, waiting time, abortive visits and re-attendance where those costs are stated in, contemplated by, or arise in connection with the applicable Order Document or the Client's instructions, site conditions or delays;
- (b) any third party costs incurred by the Company in the course of performing the Services, including testing, laboratory analysis, sampling logistics and specialist contractor or consultant costs, may be billed to the Client, unless specifically otherwise provided for in the applicable Order Document. Any third party contractor, consultant, laboratory or supplier suggested or identified by the Company is recommended for convenience only based on information available at the time, and the Company gives no warranty, representation or guarantee as to that third party's availability, pricing, suitability, competence, performance or work product unless the Company expressly agrees in writing to assume responsibility for that third party.

#### 4.3 VAT

Unless otherwise indicated, amounts stated in an Order Document do not include VAT. In relation to any VAT payable for a taxable supply by the Company, the Client must pay the VAT subject to the Company providing a tax invoice.

#### 4.4 PAYMENT METHODS

The Company may specify accepted payment methods in the applicable invoice or Order Document. The Client must pay any bank transfer charges, foreign exchange costs or other third party transaction charges applicable to its chosen payment method. The Company will only charge card processing fees or surcharges to the extent permitted by applicable law and disclosed in advance.

#### 4.5 LATE PAYMENT AND DEBT RECOVERY

If the Client fails to pay any amounts due to the Company under an invoice by the specified due date, the Company retains the right, without limiting any other rights under this Agreement, to charge interest on the overdue amount at 4% per annum above the Bank of England base rate from the due date until the date the full payment is received by the Company. Where the Client is contracting in the course of a business, the Company may alternatively claim interest and statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998 where that rate would be higher, that Act applying to qualifying business-to-business debts only and not to consumer contracts. The Client shall also be responsible for all reasonable costs incurred by the Company in collecting any overdue amounts, including legal fees, tracing fees, collection agency fees and court fees, to the extent permitted by applicable law.

#### 4.6 CLIENT CANCELLATION, POSTPONEMENT AND NON-ATTENDANCE

- (a) If the Client wishes to cancel or postpone any booked Services, the Client must notify the Company in writing as soon as reasonably practicable. The Client acknowledges that the

- Company may incur non-recoverable costs in preparation for and in connection with the Services from the point of booking.
- (b) Where the Client is a consumer under the Consumer Rights Act 2015, any amount retained or charged by the Company following cancellation or postponement will be limited to a fair and reasonable sum reflecting the losses directly caused to the Company by the cancellation or postponement, taking into account costs already incurred, time reserved, work already undertaken, and the Company's duty to take reasonable steps to mitigate its losses.
  - (c) Without limitation to the above, the Company may recover from the Client any non-refundable or non-cancellable third-party costs already incurred in connection with the Services at the time of cancellation or postponement, including accommodation, travel, parking, congestion charges, laboratory bookings, courier costs, subcontractor cancellation fees, equipment hire, specialist consumables and waste or disposal arrangements. Such costs will be deducted from any advance payment held by the Company or, if no advance payment is held or the costs exceed it, invoiced to the Client.
  - (d) If the Client cancels or postpones with fewer than 48 hours' notice before a booked attendance, the Company may also charge for wasted travel time, reserved appointment time, administrative costs and rebooking costs, provided such charges are fair and proportionate to the losses actually incurred by the Company.
  - (e) If the Company attends the Site and is unable to carry out the Services due to the Client's non-attendance, lack of access, failure to make the Site ready or other matter for which the Client is responsible, the Company may treat the visit as abortive and charge reasonable fees for wasted time, travel, waiting, re-attendance and any third-party costs incurred.
  - (f) Any sums paid in advance shall be credited against the amounts properly due under this clause, and any balance remaining after deduction of such amounts shall be refunded to the Client within a reasonable time where required by law.

## 5 SERVICE DELIVERY

In the course of provision of Services, the Company agrees to:

- (a) maintain standards of skill, care and diligence reasonably expected of a provider of comparable survey, investigation, advisory and decontamination services;
- (b) use equipment, products, materials and methods the Company considers appropriate for the relevant inspection, investigation, causation assessment, advisory, decontamination or related Services, subject to availability conditions and health and safety requirements;
- (c) carry out the Services in accordance with the agreed scope and provide any agreed reports, findings or recommendations in the format the Company considers appropriate;
- (d) ensure staff and subcontractors engaged in delivering the Services are appropriately trained, experienced and, where legally required, suitably certified or accredited;
- (e) comply with site-specific health and safety requirements that have been provided to the Company in writing sufficiently in advance of the Services, with any subsequent changes subject to the Company's reasonable agreement and any appropriate cost and time adjustments;
- (f) maintain such records of the Services as the Company reasonably considers appropriate, which may include notes, photographs, videos, readings, samples, reports, waste transfer documentation and communications; and
- (g) use reasonable endeavours to coordinate with the Client and any relevant site contact in relation to access, timing and practical arrangements for the Services.

## 6 CONFIDENTIALITY

- (a) Except as expressly permitted by this Agreement, each party must: (i) keep confidential all confidential information disclosed to it by the other party; (ii) not use such confidential information except for the purposes of performing its obligations under this Agreement; (iii)

ensure that its officers, employees, agents, contractors, related companies and professional advisers maintain such confidentiality and limited use obligations; and (iv) not disclose such confidential information to any person without the disclosing party's prior written consent. These obligations shall survive termination of this Agreement for a period of three (3) years.

- (b) This clause 6 does not apply to:
- (i) information which is generally available to the public (other than as a result of a breach of this Agreement or another obligation of confidence);
  - (ii) information required to be disclosed by any law;
  - (iii) information required to be disclosed to any authorities in the interest of health and well-being of the Client or of any other individual; or
  - (iv) information disclosed by the Company to its subcontractors, employees, agents, related bodies corporate or sister companies, including Mould Lab Ltd, for the purposes of performing the Services, arranging testing, obtaining laboratory analysis, administering the client relationship, processing payments, insurance, compliance, quality assurance, training or otherwise exercising the Company's rights or performing its obligations under this Agreement.
- (c) The Client acknowledges and agrees that the Company may collect, use, store and share personal data, property information, photographs, videos, samples, reports, test results, payment information and other materials relating to the Services with Mould Lab Ltd and other related service providers to the extent reasonably necessary for referral handling, laboratory testing, kit fulfilment, sample processing, technical review, administration, quality assurance, record-keeping, legal compliance, insurance, debt recovery and the provision of related products or services requested by or for the benefit of the Client. Each recipient shall use such data only for those purposes and in accordance with applicable data protection law.
- (d) The Company processes all personal data in accordance with its Privacy Notice (available at <https://buildingforensics.co.uk/privacy-policy/> which sets out the Company's ICO registration details, the lawful bases for processing, data subject rights (including the rights of access, rectification, erasure and portability), retention periods, and details of all third party data sharing arrangements under the UK General Data Protection Regulation and the Data Protection Act 2018. The Client is strongly encouraged to review the Privacy Notice before accepting this Agreement.

## 7 WARRANTIES

Where the Client is a consumer under the Consumer Rights Act 2015, nothing in this clause 7 or these Business Terms excludes, restricts or modifies any term implied by the Consumer Rights Act 2015 that cannot lawfully be excluded or restricted in a consumer contract, including (without limitation) the statutory right to receive services performed with reasonable care and skill, within a reasonable time, and for a reasonable price where no price has been agreed in advance. Subject to the foregoing, and to the maximum extent permitted by applicable law, all other express or implied representations and warranties not expressly stated in this Agreement are excluded, including any warranty that the Services constitute an exhaustive survey of the property, will identify every defect, source of contamination, pathway, building-related cause, health risk or remedial requirement, or that the property is safe, habitable, fit for occupation, fit for purchase, mortgageable, saleable or suitable for any particular purpose.

## 8 LIABILITY

### 8.1 LIMITATION OF LIABILITY

Subject to the exceptions set out below, the total aggregate liability of the Company in respect of all claims, losses or damages sustained by the Client in connection with this Agreement, whether in

contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to the lesser of: (a) the total Fees actually paid by the Client to the Company under the relevant Order Document giving rise to the claim; and (b) £100,000. This limitation of liability shall not apply to: (i) liability for death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any liability arising under the Consumer Rights Act 2015 in respect of terms that cannot be excluded or limited in a consumer contract, including any breach of the implied terms as to reasonable care and skill; or (iv) any other liability that cannot be excluded or limited by applicable law. Where the Client is a consumer, the Company draws particular attention to this clause as a significant term under the Consumer Rights Act 2015. The Client is encouraged to consider whether adequate home or property insurance is in place to cover any losses that may not be recoverable under this Agreement.

## 8.2 CONSEQUENTIAL LOSS

Subject to any rights the Client may have as a consumer under the Consumer Rights Act 2015 that cannot lawfully be excluded or restricted, and to the maximum extent otherwise permitted by law, neither party will be liable for any incidental, special, indirect or consequential loss or damages in connection with this Agreement or any Services provided by the Company, including loss of profit, loss of business, loss of revenue, loss of contract, loss of anticipated savings, loss of goodwill, loss of use, loss of enjoyment, alternative accommodation costs or diminution in property value, except in relation to a party's liability for fraud, death or personal injury caused by negligence, or physical damage to tangible property to the extent not otherwise excluded under this Agreement.

## 8.3 DISCLAIMERS

- (a) Any report, recommendation, opinion, statement, estimate, risk assessment, test interpretation or other advice provided by the Company is based on the information available to the Company at the relevant time, including any observations, readings, sampling and testing actually carried out as part of the Services, may be subject to further investigation, monitoring or more intrusive assessment, and represents the Company's professional opinion only. It is not a guarantee, warranty or certification that any property, room, system, material, item or environment is safe, free from contamination, free from mould, compliant with any legal standard, or fit for occupation, purchase, sale, lease, lending or any particular use, nor is it a representation that the Company has carried out an exhaustive whole-building survey.
- (b) The Client acknowledges that decontamination, cleaning, remediation and related Services may involve the use of chemicals, biocides, cleaning agents, sealants or other products that may cause odours, residues, staining, corrosion, material changes, irritation, allergic reactions or other adverse effects in some individuals or on some surfaces or contents. The Client must satisfy itself, in consultation with appropriate medical advisers and any other specialists it considers necessary, that such Services are suitable for the Site and for all occupants and visitors, including any person with asthma, allergies, multiple chemical sensitivity, immunological conditions or other vulnerabilities.
- (c) Unless expressly stated otherwise in the applicable Order Document, the Company is engaged to perform only the specific Services described and is not responsible for reinstatement, redecoration, rebuilding, replacement of finishes, removal or replacement of contents, clearance certification, medical advice, confirming overall building safety, or making the property suitable for reoccupation or any intended transaction after the Services. Any such further works, decisions and assessments remain the responsibility of the Client and its other contractors, advisers and medical professionals.
- (d) The Company is not responsible for any condition, contamination, mould growth, moisture source, defect, damage or hazard that is hidden, latent, inaccessible, enclosed, beneath finishes, outside the agreed scope, or otherwise not reasonably detectable without intrusive investigation, specialist testing not included in the Services, or subsequent monitoring. Unless expressly stated otherwise in writing, the Services are representative, non-intrusive

and non-exhaustive and do not include inspection of every part of the property or every possible cause, pathway or consequence of any observed issue.

- (e) Any indication by the Company that further investigation, testing, opening-up works, monitoring, specialist input or third party works may be appropriate does not mean such work forms part of the Services unless expressly included in the applicable Order Document, and the Company accepts no responsibility for work, advice, testing, analysis or conclusions provided by others.
- (f) All intellectual property rights in the Company's reports, photographs, data, methodologies and other deliverables remain vested in the Company or its licensors, and, subject to payment in full of all due amounts, the Client receives a non-exclusive, non-transferable licence to use the relevant deliverable for its own internal and personal purposes in connection with the relevant property and Services only.

## 9 SUBCONTRACTING

The Company may subcontract or delegate any aspect of the Services to suitably qualified subcontractors, consultants, laboratories, couriers, waste carriers or related companies, including any related brand or group service provider used in connection with inspection, testing, kit fulfilment, laboratory analysis, specialist cleaning or waste handling, provided that the Company remains responsible for the performance of the Services to the extent required by this Agreement. The Client acknowledges that certain elements of the Services, including laboratory analysis, kit fulfilment, specialist cleaning or waste handling, may necessarily be performed by third parties.

## 10 TERMINATION

### 10.1 TERMINATION FOR CONVENIENCE

- (a) Either party may end this Agreement for convenience by providing at least 7 days' written notice to the other party.
- (b) This agreement will end on the date specified in the notice, being not less than 7 days after the day the notice is sent (the **End Date**), except in cases of termination under the Force Majeure provisions of clause 12.
- (c) On the End Date, the Company will provide an invoice to the Client for:
  - (i) any Fees for Services rendered up to the End Date, including completed Services, work in progress, time reserved, non-cancellable bookings, non-refundable deposits and materials or products acquired for the Client; and
  - (ii) any pre-approved third party costs the Company has incurred on the Client's behalf up to the End Date.  
(together, the **Outstanding Amounts**)
- (d) The Client will pay the Outstanding Amounts to the Company on the End Date or, if invoiced later, within 7 days of the invoice date, unless otherwise agreed in writing.
- (e) Once all Outstanding Amounts and any other fees or charges due under this Agreement have been paid in full, the Company shall provide any outstanding deliverables included within the Services, subject always to the Company's right to withhold any deliverable where payment remains overdue.
- (f) If the Company terminates this Agreement pursuant to this clause, the Company will make reasonable efforts to provide an orderly handover of any work product required to be delivered under this Agreement, provided all Outstanding Amounts have been paid.

### 10.2 TERMINATION FOR BREACH

- (a) If a party (the **Notifying Party**) considers that the other party is in breach of this Agreement (the **Breach**), the Notifying Party may provide a notice to the other party.
- (b) The notice must include the nature and details of the Breach, with reference to the relevant clause/s of this agreement. The Notifying Party may, if it wishes to do so, make suggestions for resolving the Breach.

- (c) The other party will have 10 Business Days (or longer, in the Notifying Party's discretion) to rectify the Breach (the **Rectification Period**).
- (d) After the Rectification Period, the Notifying Party will:
  - (i) if the Breach has been successfully rectified, notify the other party that the agreement will continue; or
  - (ii) if the Breach has not been successfully rectified, notify the other party that this agreement is terminated (**Termination for Breach Notice**).
- (e) Following a Termination for Breach Notice, the parties will stop all work under this Agreement unless otherwise agreed.
- (f) Any disputes regarding termination under this clause must be dealt with in accordance with clause 11. The indemnities, warranties and liability caps in clause 8 will apply to any disputes and resulting claims.

### 10.3 OTHER CONSEQUENCES OF TERMINATION

If this Agreement ends, in addition to the specific consequences set out in clauses 10.1 (Termination for Convenience) and 10.2 (Termination for Breach) (as applicable), the parties will:

- (a) return all property and Confidential Information to the other party; and
- (b) comply with all obligations that are by their nature intended to survive the end of this Agreement.

### 10.4 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry.

## 11 DISPUTE RESOLUTION

- (a) The parties must, within 10 Business Days of a dispute arising and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement through senior management discussions before commencing court proceedings, except where urgent interlocutory relief is required. During any dispute resolution process, the Client must continue to pay all undisputed amounts in accordance with this Agreement.
- (b) If a party requires resolution of a dispute, it must immediately submit full details of the dispute to the chief executive officer or any other designated senior officer of the other party or, if the party is an individual, that individual.
- (c) The parties acknowledge that compliance with this clause 11 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
  - (i) in the case of applications for urgent interlocutory relief; or
  - (ii) a breach by another party of this clause 11.

## 12 FORCE MAJEURE

- (a) If a party becomes unable, wholly or in part, to carry out an obligation under this Agreement (other than an obligation to pay money or maintain insurance coverage) due to an event beyond its reasonable control, including but not limited to acts of God, fire, flood, natural disasters, war, civil unrest, terrorist attacks, governmental actions, disease outbreaks or pandemics, utility failures, or supply chain interruptions (Force Majeure), that party must give to the other party written notice within 48 hours of:
  - (i) reasonable details of the Force Majeure; and
  - (ii) so far as is known, the probable extent to which that party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 12(a), the relevant obligation will be suspended during the Force Majeure to the extent that it is affected by the Force Majeure, provided that if such suspension continues for more than 30 consecutive days, either party may terminate

this Agreement upon written notice to the other party. In the event of such termination, the Company shall be entitled to payment for all work completed up to the date of termination, plus reasonable demobilisation, storage, cancellation and third party costs incurred in connection with the Services. All payment obligations accrued prior to termination shall remain in effect.

- (c) The affected party must use its best endeavours to overcome or remove the Force Majeure as quickly as possible.

## 13 NOTICES

A notice or other communication to a party under this Agreement must be:

- (a) in writing and in English; and
- (b) delivered via email to the other party, to the email address specified in this Agreement, or if no email address is specified in this Agreement, then the email address most regularly used by the parties to correspond for the purposes of the subject matter of this Agreement as at the date of this Agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (c) Any notice sent through email shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of recipient, then on next Business Day. For the purposes of this Agreement, the term 'business hours' means 9:00 a.m. to 5:00 p.m. on a Business Day.

## 14 GENERAL

### 14.1 GOVERNING LAW AND JURISDICTION

This Agreement, 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, regardless of where the Services are performed (including where Services are carried out in Scotland, Wales, Northern Ireland or outside the United Kingdom). Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation, unless the parties agree otherwise in writing. Where the Client is a consumer habitually resident in Scotland, Wales, Northern Ireland or another jurisdiction, nothing in this clause affects any mandatory statutory rights or protections that apply under the law of that jurisdiction and that cannot lawfully be excluded or overridden by a choice of law.

### 14.2 BUSINESS DAYS

If the day on which any act is to be done under this Agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this Agreement expressly specifies otherwise. For site-based activities only, timing may be adjusted where access, health and safety considerations, occupancy, contamination conditions or other practical site constraints necessitate otherwise.

### 14.3 THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, provided that this shall only affect rights arising under the Contracts (Rights of Third Parties) Act 1999.

### 14.4 AMENDMENTS

This Agreement may only be amended in accordance with a written agreement between the parties.

- 14.5      **WAIVER**  
No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- 14.6      **SEVERANCE**  
Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.
- 14.7      **JOINT AND SEVERAL LIABILITY**  
An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.
- 14.8      **ASSIGNMENT**  
Neither party may assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 14.9      **COUNTERPARTS**  
This Agreement may be executed in any number of counterparts, including by electronic signature or digital execution platforms. Each counterpart constitutes an original of this Agreement and all together constitute one Agreement. The parties agree that electronic signatures shall have the same legal effect as handwritten signatures.
- 14.10     **COSTS**  
Each party must pay its own costs and expenses in connection with negotiating, preparing and executing this Agreement.
- 14.11     **ENTIRE AGREEMENT**  
This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.
- 14.12     **INTERPRETATION**
- (a)       **(Business Day)** means any day other than a Saturday, Sunday or public holiday in England and Wales on which banks in London are open for the transaction of ordinary banking business;
  - (b)       **(singular and plural)** words in the singular includes the plural (and vice versa);
  - (c)       **(gender)** words indicating a gender includes the corresponding words of any other gender;
  - (d)       **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
  - (e)       **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust, a main contractor, developer, building control authority, limited liability partnership, and any other entity;
  - (f)       **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
  - (g)       **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation, including but not limited to references to testing methodologies, equipment specifications, and compliance requirements; and
- (j) **(adverse interpretation)** no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision.

(h2) Unless expressly agreed in writing, the Services and any reports produced are not expert witness services, are not prepared in accordance with CPR Part 35, and are not intended for use in litigation, arbitration or formal legal proceedings.

(h1) Any third-party platforms, educational resources or AI-based informational tools referenced by the Company, including Talking Mould or AI Jeff, are provided separately under their own terms and are not part of the contracted Services unless expressly stated otherwise in writing.