

Terms and Conditions of Engagement

Definitions

"CCL"	means Compliance Consultants Limited.
"IQP Reports"	means any report prepared by CCL.
"Client"	means the person or company whose name appears on any report or order form for requests of services or goods supplied by CCL.
"Goods or Services"	means Goods or Services supplied or quoted for supply by CCL to the client.

Unless otherwise agreed in writing between CCL and the client the following terms and conditions apply to the supply of all goods or services supplied by CCL. No variation, modification or substitution of or for these Terms and Conditions shall apply (where included by the client in any document, placing an order or otherwise) unless specifically accepted by CCL in writing.

IQP Reports prepared by CCL

All IQP Reports are prepared for the sole purpose of confirming the inspection and maintenance of the specified Building system/feature has been carried out in accordance with the Compliance Schedule. In preparing the IQP reports CCL relies on information supplied by the Client and others.

The report does not purport to convey any opinion or representation concerning the building (a) conformity with the Building Code, (b) fitness for use or (c) quality of construction and general maintenance. CCL has not carried out any general inspection of the building or any particular building system other than those systems specified in this report and only to the extent required by the Compliance Schedule.

All IQP reports are supplied solely to the Client. It is not to be used for any other purpose other than that specified above, or provided to any other person or organisation other than the relevant Territorial (or other Statutory) Authority without the prior written permission of CCL.

Where CCL commissions an IQP report from a third party on the Clients behalf, then CCL does so as the Clients duly authorised agent and the Client authorises Compliance Consultants Ltd to obtain any reports/surveys necessary to complete the Building Warrant of Fitness. CCL accepts no responsibility in contract, tort or otherwise for the actions of any third party or the accuracy of any IQP report prepared by a third party.

Building Warrant of Fitness

If CCL as part of its contract, is to act as the Client's agent and issues the Building Warrant of Fitness on the Owners behalf then;

1. CCL will not be liable for any loss, liability, damage, costs or expenses of the client not incurred as a direct result of the actions of CCL. Further, the client indemnifies CCL for any loss which others may sustain as a result of CCL's services undertaken for the client.
 - 1.1. Once the quotation has been accepted, a tax invoice shall be generated which will be payable under the terms of this agreement regardless of whether a building warrant of fitness is actually issued.
 - 1.2. It is acknowledged that the building warrant of fitness will only be issued once the client has confirmed that the defects, as listed in the IQP Report and summarised in the defects schedule have been remedied. Where CCL signs the building warrant of fitness on the owners behalf, it is as the owners duly authorised agent.

Payments

2. The Client must pay CCL in full for all goods and/or services supplied by CCL by the 20th day of the month following the date of invoice.
 - 2.1 The Client must pay to CCL on any overdue account interest at the rate of 4% over CCL's current overdraft rate or such other rate as CCL may from time to time specify.
 - 2.3 All costs including but not limited to solicitor/client costs incurred by CCL in recovering payment of any outstanding account will be payable by the client

Change to Service

3. The Client can only vary or cancel the services to be provided by CCL under this contract with the written agreement of CCL. Any agreement by CCL to a variation or cancellation of any services under this contract is at the sole discretion of CCL.

Time for Completion of Services

4. If stated in this contract, the time for completion of any services to be provided by CCL's best expectations. The stated time is not an essential term of this contract and shall not be the subject of any claim against CCL. The Client is not relieved of any obligations to accept or pay for services provided by CCL by reason of any delay in completion of any service by CCL.

Delay, Default or Non-Performance

5. CCL will not be liable to the Client for any compensation or damages in contract, tort or otherwise from any force majeure or unreasonable interference by other parties including but not limited to suppliers of CCL and the client.
 - 5.1 In the event of any situation in paragraph above arising CCL reserves the right to cancel this contract as to any unperformed portion thereof without further liability and shall upon such calculation account and receive payment for the services provided and neither party shall have any subsequent claim against each following payment for those services.

No Waiver

6. Any failure by CCL to insist upon strict performance of any terms and conditions in this contract or to exercise in whole or in part any right CCL may have (whether in general law or under this contract) shall not:
 - 6.1 Be deemed to be a waiver thereof or of any rights CCL may have; and
 - 6.2 Be deemed to be a waiver of any subsequent breach of any term or condition or right.

Damage to property

7. CCL and the parties employed by CCL on the Client's behalf, will take every reasonable step to protect the property of the client and or other persons, however CCL will accept no responsibility for damage caused during the supply of services through any cause whatsoever and the Client shall indemnify CCL against any claims made for any damage caused.

If Client is more than One Person

8. Where more than one person is the client, all obligations of the client are undertaken jointly and severally by each of such persons and references to "the client" shall include all or any one or more of such person.

Intellectual Property, Copyright and Confidential Information

9. All intellectual property rights, copyright, and confidential information in respect of the services all printed materials; reports, trademarks and designs are the property of CCL. No material may be reproduced in any form without the prior approval of CCL.

Health & Safety

10. Details of all on-site hazards and all required hazard controls shall be provided to CCL by the Client. Where specific safety equipment is required to satisfy any hazard control procedure CCL reserves the right to oncharge the cost of such equipment to the Client.