

## Online Payments, Terms and Conditions

### Terms and Conditions

These terms and conditions apply to all purchases of services from Hertfordshire Building Control Ltd. made by you on this website. By submitting the online or paper hardcopy version of our application form you are confirming that you have read and accepted these terms and conditions. These terms and conditions are applicable to Hertfordshire Building Control Ltd in the capacity of offering a building control service and/or associated services. You must understand that whilst performing our obligations as building control inspectors they do not extend to providing a clerk of works service, full site supervision and/or control of your building works. This is and remains your responsibility. Furthermore, it is your responsibility to ensure that all work carried out by you or on your behalf meets the requirements of the Building Regulations in force at the relevant time. By submitting your application, you confirm you understand that the Completion Certificate is not a document of guarantee or warranty that work carried out by you or your builders is entirely compliant with those regulations.

#### **1. Terms**

By purchasing any services ("Services") from Hertfordshire Building Control Ltd. you are agreeing to be bound by the website terms and these online terms. Please read them carefully before you submit your order to us. Making payment for Services using a credit or debit card your order will be processed by Worldpay through a 128-bit Secure Socket Layer connection (SSL). No credit card data is held by Hertfordshire Building Control Ltd. Further information on how Worldpay processes your information is available from the [www.worldpay.com](http://www.worldpay.com) website.

#### **2. Information about us and how to contact us**

##### 2.1 Who we are:

We are Hertfordshire Building Control Limited a company registered in England and Wales. Our company registration number is 09990656 and our registered office is at Bishops' College, Churchgate, Cheshunt, Herts, United Kingdom, EN8 9XQ. Our registered VAT number is GB242928691.

##### 2.2 How to contact us:

You can contact us by telephoning us on 020 8207 7456 or by writing to us at the address in paragraph 2.1 or by e-mailing us at [building.control@hertfordshirebc.co.uk](mailto:building.control@hertfordshirebc.co.uk).

##### 2.3 How we may contact you:

If we have to contact you, we will do so by telephone or by writing to you at the email address (or postal address) you provided to us in your order.

##### 2.4 "Writing" includes emails:

When we use the words "writing" or "written" in these terms, this includes emails.

#### **3. Our contract with you**

##### 3.1 How we will accept your order:

Our acceptance of your order will take place when we write to you to accept it, at which point a contract will come into existence between you and us.

- 3.2 If we cannot accept your order:  
If we are unable to accept your order, we will inform you of this and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Services or because we are unable to meet a deadline you have specified.

#### **4. Our right to make changes**

- 4.1 We may make minor changes to our Services:
- (a) To reflect changes in relevant laws or regulatory requirements;
  - (b) To implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Services.
  - (c) We may make more significant changes to the Services and these terms and conditions but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received

#### **5. Your right to make changes**

- 5.1 If you wish to make a change to the Services you have ordered please contact us: We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract.

#### **6. Providing the Services**

- 6.1 We will begin the Services on the date agreed with you during the order process: The estimated completion date for the Services is dependent on the progress of your building works.
- 6.2 We are not responsible for delays beyond our control:  
If our supply of the Services is delayed by an event beyond our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 6.3 If you do not allow us access to provide the Services:

If you do not allow us access to your property to perform the Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and Clause 9 will apply.

- 6.4 What will happen if you do not give required information to us:  
We may need certain information from you so that we can supply the Services to you, for example, details of any proposed works. If so, this will have been stated in the description of the Services on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 9 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.5 Reasons we may suspend the supply of Services to you: We may have to suspend the supply of Services to
- (a) deal with technical problems or make minor technical changes;
  - (b) update the Services to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the Services as requested by you or notified by us to you
- 6.6 Your rights if we suspend the supply of Services:  
We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than fourteen days in any period of three months we will advise you and you do not pay for Services while they are suspended. You may contact us to end the contract for Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than fourteen days and we will refund the balance of any sums you have paid in advance for the Services not performed in respect of the period after you end the contract.
- 6.7 We may also suspend supply of the Services if you do not pay:  
If you do not pay us for the Services when you are supposed to (see Clause 11) and you still do not make payment within seven days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see Clause 10). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments.

## **7. Your Rights to End the Contract**

- 7.1 You can always end your contract with us:

Your rights when you end the contract will depend on what Services you have bought, whether there is anything wrong with them, how we are performing and when you decide to end the contract

- (a) If the Services you have bought are defectively performed or mis-described you may have a legal right to end the contract (or to get the Services re-performed or to get some or all of your money back),
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see 7.2
- (c) If you have just changed your mind about the Services, see 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see 7.6.

7.2 Ending the contract because of something we have done or are going to do: If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than fourteen days; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late)

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013):

For most Services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms

7.4 When you don't have the right to change your mind:

You do not have a right to change your mind in respect of Services, once these have been completed, even if the cancellation period is still running

7.5 If you have you bought Services you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services,

you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind

7.6 Ending the contract where we are not at fault and there is no right to change your mind:

Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed. A contract for Services is completed when we have finished providing the Services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for Services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the Services until 3 March. We will only charge you for supplying the Services up to 3 March and will refund any sums you have paid in advance for the supply of the Services after 3 March.

**8. How to end your contract with us (including if you have changed your mind)**

8.1 Tell us you want to end the contract:

To end the contract with us, please let us know by phone or email. Call our customer contact team on 020 8207 7456 or email us at [buildingcontrol@hertfordshirebc.co.uk](mailto:buildingcontrol@hertfordshirebc.co.uk). Please provide your name, home address, details of the Services and, where available, your phone number and email address.

8.2 How we will refund you:

We will refund you the price you paid for the Services including delivery costs, by the method you used for payment. However, we may make deductions from the refund of an amount for the supply of the Services for the period for which they were supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.3 When your refund will be made:

We will make any refund due to you within fourteen days of your telling us you have changed your mind. You should be aware that due to their nature, payments related to a Regularisation Certificate application or Building Notice are not refundable once made and the onus is on the developer or applicant to ensure that the application is required before depositing it.

**9. Our rights to end the contract**

9.1 We may end the contract if you break it:

We may end the contract for Services at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within fourteen days of us reminding you that payment is due;

- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, details of proposed works;
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services; or
- (d) you act in such a way as to make it very difficult or impossible to perform the Services.

9.2 You must compensate us if you break the contract:

If we end the contract in the situations set out in Clause 9.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract

**10. If there is a problem with the Services**

10.1 How to tell us about problems:

If you have any questions or complaints about the Services, please contact us using the details set out above.

10.2 Summary of your legal rights:

We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.



Summary of your key legal rights

These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

We are providing Services to you and the Consumer Rights Act 2015 says:

· reasonable care and skill, or get some money back if we can't fix it. you can ask us to repeat or fix a service if it's not carried out with · be

if you haven't agreed a price beforehand, what you're asked to pay must reasonable.

· if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

**11. Price and payment**

11.1 Where to find the price for the Services:

The price for the Services (which includes VAT) will be the price indicated on the order pages when you placed your order and please also see clause 11.6 below. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see Clause 11.3 for what happens if we discover an error in the price of the Services you order.

11.2 We will pass on changes in the rate of VAT:

If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

11.3 When you must pay and how you must pay:

- (a) We accept payment with BACS or Visa and Mastercard. You must make an advance payment of the price of the services, before we start providing them.
- (b) Confirmation of your payment will be displayed on your screen after you make the payment, once the payment has been authorised and accepted. You will be given the option of printing this out as confirmation of your payment.
- (c) Misuse of a credit card or debit card or use without the authorisation of the legal holder of the credit card or debit card will be dealt with in the most serious manner and we will take appropriate action against those committing or attempting to commit online fraud.

11.4 We can charge interest if you pay late:

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.5 What to do if you think an invoice is wrong:

If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11.6 The price you pay:

This is the price determined by us after having had the opportunity to assess the extent of work proposed and the circumstances and type of your application. If you have had a fee quotation provided by us within the previous 3 calendar months for the same work and on the same property then that quotation will hold good. In other situations we will contact you and advise separately the fee(s) to be paid. This price will remain valid until the Services are supplied or until the order has been cancelled or 3 calendar months have elapsed, whichever is the sooner.

11.7 In the event that the extent of the work carried out on your property exceeds that which is the subject of our original quotation you accept that we will be able to recover any additional costs from you for the further work required. This may include but is not limited to any further work that we set out in our inspection

schedule and/or our acknowledgement letter. We will prepare a quote for that further work before we undertake it.

- 11.8 If building or other work related to the Services should stop for a period of more than 6 months:

Where we are not advised we may require payment of a Re-instatement fee of £150.00 to re-open our file and progress the work. We may also increase our application fee to that in force at the time the application is re-opened and you will have to pay the balance. Full details of this are provided in the Applicant's Guidance Document issued with the acknowledgement of the application.

- 11.9 If your builder has in our reasonable opinion carried out work which is defective or has carried it out negligently more work may be required than had been quoted for. Where further inspections or additional work or both are needed we will prepare a quote before we undertake it.

## **12. Our responsibility for loss or damage suffered by you**

- 12.1 Paragraphs 12.1 to 12.3 apply where you have contracted with us as a consumer and we are responsible to you for foreseeable loss and damage caused by us: if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so:

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the Services.

- 12.3 When we are liable for damage to your property:

If we are providing Services in your property, we will make good any damage to your property negligently caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services

- 12.4 Where you have contracted for the Services as a business or have not contracted as a consumer, our liability to you for any damages is limited:

- (a) We have no liability resulting from consequential loss, lost profits, lost data or business interruption arising out of the Services and the use, inability to use, or the result of use of our website, any websites linked to our website, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not you are advised of the possibility of such damages

- (b) In respect of all other non-consumer liability, our liability is limited to the sum that you have paid or were due to have paid for the Services

### 13. **Other important terms**

- 13.1 You need our consent to transfer your rights to someone else:  
If you have not entered into this agreement as a consumer, you may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.2 Nobody else has any rights under this contract:  
This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.3 If a court finds part of this contract illegal, the rest will continue in force: Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect
- 13.4 Even if we delay in enforcing this contract, we can still enforce it later:  
If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 13.5 Which laws apply to this contract and where you may bring legal proceedings: These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.

### 14 **Personal data**

- 14.1 We will treat all your personal details confidentially:  
We will only use your details for processing your order. You should be aware that if we are requested to release your details by any regulatory or government authority investigating suspected illegal activities, we are entitled to do so. Some of your details i.e. name and address may be retained as a requirement relating to public information. We would like you to be aware that, by law, this may be on a register to which others can have access by request.

### 15. **Website Changes**

- 15.1 We reserve the right to modify or withdraw all or any part of our website without notice and your continued use of the website following such changes will be deemed to be your acceptance of the them.