



CONTRACTUAL ARRANGEMENTS

Sanctum Consultants Ltd provide a range of Environmental Health consultancy services including housing, food safety, healthy & safety, pollution, noise nuisance, noise impact studies, preparation of expert advice for planning and public enquiries and attendance at Court as expert witness. Sanctum Consultants also provide a variety of services to public sector and corporate clients which include Planning, Licensing, Trading Standards, Building Control, and Housing and ASB services.

All personnel are highly qualified and experienced members of the Chartered Institute of Environmental Health or other professional bodies. All professional duties are carried out with reasonable care and in accordance with guidance, codes of conduct or procedural rules issued by the relevant professional body.

Surveyors, Environmental Health Professionals, and Consultants provided by Sanctum Consultants do not act as advocates for any respective owner, occupier, commercial organisations, or third parties and always act within their statutory jurisdictions or within statutory or recognised and professionally defined roles.

Any written advice or correspondence on behalf of individuals to any third party including any advice on consumer rights, reducing hazards to health or on the abatement of nuisances is based strictly on professional matters within the expertise of the relevant professional. Any such advice should not be construed as legal representation or advocacy on behalf of any party.

The terms and conditions set out within this document form the basis of the contract between Sanctum Consultants and parties engaging Sanctum Consultants to provide consultancy services; and shall be governed by and interpreted in accordance with the laws of England and Wales.

Sanctum Consultants are committed to sustainable practices; to minimise our carbon footprint wherever possible orders forms, invoices and reminders will be issued electronically unless otherwise requested.

1.0. Fees

All standard fees are reviewed at the beginning of each financial year. From time to time and as part of a periodic and quarterly regular review of services (and addendum terms and condition) fees may also be reviewed. In such circumstances an updated copy of all changes will be provided with 14 days of the date of any such review.

In order to provide best value Sanctum Consultants endeavour to provide fixed price fees wherever possible. In all other cases or where additional work is undertaken outside the scope of a fixed fee agreement, fees for all work relating to research, investigation, casework review, letters, telephone calls, inspection and reporting are based on the Company's hourly rate charges for appropriately experienced and

qualified personnel. The Company's hourly rate charge is not necessarily indicative of any contractual arrangements between the Company's employees, Consultant's or other third party personnel and is governed by commercial sensitivity and confidential matters between the Company and its personnel.

Review date for fees: **1 November 2012**

1.1. Fixed Price Fees

Attendance at Court:

Lower Courts fixed fee day rate
Higher Court fixed fee day rate

Full details of our fixed fee prices for our range of Services can be obtained upon request, depending on the nature and duration of the Service required.

2.0. Supplementary Time Charges

For work which must be undertaken outside of normal office hours including weekends or as a result of specific project requirements, unless a fixed fee agreement is in place a 50% supplementary fee is payable.

Where work must be carried out on Public or Bank Holidays including Good Friday, Christmas Eve and New Years Eve a 100% supplementary fee is payable. For the avoidance of any doubt all supplementary fees are confirmed in writing in advance of any work undertaken.

For all press and media work involving overnight time away from home a 50% supplementary fee is payable in addition to the agreed hourly or daily rate, including any overnight accommodation, subsistence or associated travel costs.

3.0. Appointment

All proposals will be held open for 30 days. Upon confirmation of written or verbal instructions to proceed an agreement form will be dispatched for the Client to complete and return authorising formal appointment of Sanctum Consultants.

For acoustic monitoring completed orders must be received 21 working days in advance of submission dates and 14 working days for desk top reviews.

Sanctum Consultants do not accept responsibility for ensuring that Acoustic reports are submitted to local authority departments ahead of Licensing and Planning hearing deadlines. Sanctum Consultants do not accept responsibility for ensuring that Expert Reports for Court proceedings are submitted in time with Court deadlines or any Directions issued by the Court. The responsibility rests solely with the Client. As such Clients are urged to obtain written confirmation of the submission date from the Court or local authority before instructions are issued.

A 20% deposit is payable upon instruction. Credit card payments will incur an additional 2% charge. There is no additional charge for debit card payments.

4.0. Client Accounts

Client Accounts may be created by special arrangement subject to completion of an appropriate order form. Where appropriate all casework; including fixed fee casework, telephone calls, emails & visits etc will be recorded on a monthly client billing log.

4.1. Settlement of Accounts

All Consultancy fees for Court hearings must be lodged with Sanctum Consultants once a Court hearing date is agreed. Failure to lodge the appropriate fee (inclusive of VAT), may lead to non attendance by Consultants at any hearing.

All subjective noise assessment visits must be paid for in advance of scheduled appointments. In all other instances a 20% deposit is payable upon instruction.

Invoices are issued at appropriate stages of the work, usually monthly and are payable on presentation and **within 7 days** of the date of issue. Full payment is due on release of reports, letters or other documentation.

Persistent late payment of accounts may lead to the withdrawal of fixed term consultancy services and recovery proceedings for unpaid invoices. Delayed or late payment may result in the withdrawal of expert / acoustic reports.

Where despite the issue of periodic reminders payment remains outstanding after 1 month this will automatically result in the withdrawal of consultancy services, suspension of Client accounts and commencement of recovery proceedings and withdrawal of expert reports.

Outstanding or late payments may be subject to interest charges on the outstanding amount (at the date of invoicing) at a rate per annum equal to 30% above the Bank of England base rate.

Any queries regarding invoicing should be raised as soon as possible and within 7 days of the date of issue.

All queries must be confirmed in writing.

Cheques should be made payable to **Sanctum Consultants Ltd.**

Provided a written query has not been raised; Sanctum Consultants reserve the right after 14 days from the date of issue, to deduct the balance for unpaid invoices using debit/credit card details held. This may also result in the withdrawal of any expert report(s) prepared on behalf of the Client.

4.2. Cancellation Fee

A cancellation fee of 50% is payable where less than 48 hours cancellation notice for scheduled appointments is given. In all instances where Clients fail to keep appointments or where there is a failure to provide proper access or provide 48 hours notice of any cancellation the full contractual fee is payable. These conditions may be varied solely at the discretion of Sanctum Consultants.

For Court or other public meetings, once confirmation of the date is received personnel

time is allocated in advance, hence a cancellation fee of 20% is payable. Failure to provide written notice 14 days in advance of any hearing date will incur a cancellation fee. The cancellation fee allows Sanctum Consultants to cover redeployment costs resulting in the early settlement or termination of cases. Sanctum Consultants may at their discretion in exceptional circumstances waive the cancellation fee.

5.0. Expenses

Additional charges for photocopying or extra copies of letters will not be levied unless specific charges have been confirmed in writing. For all reports, three copies are provided as standard thereafter a charge of £40 per copy is applied. No extra charges for photography or use of in house acoustic testing will be levied unless specific and extraordinary requests incur additional expenditure. Hotel and travel expenses will be levied where appropriate. For the avoidance of any doubt these will be confirmed in writing at the commencement of the contract. All mileage rates are charged at 40p per mile.

6.0. VAT

VAT will be charged in accordance with the standard rate unless otherwise stated. Our VAT Reg Number is: 847915877

7.0. Noisedirect fees

Noisedirect is Sanctum Consultants dedicated noise service. Noisedirect; National Noise Advice Line is an independent advice line designed to provide low cost, fixed fee advice and assessment of noise cases. All advice given is based on an assessment of professional matters within the expertise of individual advisers and based on the body of evidence presented by callers. Advice on aspects of noise nuisance should not be construed as legal advice on the merits of a case. **Any written advice or correspondence on behalf of individuals to alleged noisemakers or third parties is based strictly on professional matters within the expertise of Environmental Health Professionals who should not be construed as acting in the capacity of advocates for any party.**

Insofar as we are aware call charges to the non-geographical advice line number are charged at a local rate. Calls from mobile phones will cost more. Callers should verify the cost of all calls with their own telephone service providers. Callers have the option of calling us on our geographical dedicated advice line telephone number: Tel:02071831184. Calls to Noisedirect may be recorded for training and monitoring purposes. **All telephone advice sessions must be paid for in advance either by debit/credit card, cheque or BACS transfer. Payment by credit card will be subject to the merchants 2.5% handing fee.** This is the actual fee charged by the merchant. There is no discretion to waive handling fee charges.

All fees exclude VAT which is levied at the standard rate. All Noisedirect telephone consultations are subject to a **minimum fee of £39**. Fees are charged at a rate of **£39 per 30 minutes**. For calls that exceed the 30 minute period by 5 minutes or less these will continue to be charged at the 30 minute fee. For calls that exceed each 30 minute period by 6 minutes or more these are charged at the 60 minute fee. A time check is carried out by all advisers at the

commencement of all Noisedirect telephone consultations. The responsibility for adhering to the 30 minute time limit rests entirely with the consumer. Written advice or review of documents will incur **a minimum charge of £78, plus £78 per each additional hour thereafter**. Review of all correspondence, reports, documents or letters whether sent by fax, email or post or forwarded by a third party on your behalf will be charged in accordance with the hourly fixed fee rate of £78.00. **All Noisedirect fees are payable in advance of telephone advice and casework.**

All email correspondence whether copied for information or seeking additional clarification for advice already provided will incur a minimum charge of £39 per email. This is intended to reflect the time taken for reading, responding and storing of all emails.

All fees for Noisedirect casework will be agreed in advance. All casework is based on commissioning information provided by the client. Noisedirect and Sanctum Consultants do not accept any liability whatsoever for any false or misleading information provided by clients. Where false or misleading information is supplied and further investigations are required to establish facts relating to ownership, liability or material and relevant matters then further standard charges will apply. Once agreed casework is completed all further enquiries by way of fax, post, email or telephone calls will be charged in accordance with our standard Noisedirect fees.

7.1. NoiseAid

Is a discretionary funding scheme providing limited telephone advice and casework for noise sufferers facing hardship and for those on low incomes subject to completing a NoiseAid eligibility assessment for which a one off fee of £39 is payable. Each application is assessed on its merits, taking into consideration the personal circumstances of applicants and facts of each case. All Noise Aid services are offered on a discretionary basis taking into account the financial circumstances of each applicant, the merits of the case and number of cases currently receiving NoiseAid assistance and in accordance with Legal Services Commission funding eligibility criteria.

Noise Aid funding will not normally be provided to owner occupiers, private tenants or where income levels exceed £13,000 for a single person with no children or £29,720 for a couple with children. Individuals who do not meet these criteria can still apply for Noise Aid assistance for a full or partial fee waiver based on an assessment of their disposable income.

8.0. Advice Direct

Advice Direct is Sanctum Consultants dedicated advice service for a range of regulatory functions. The service consists of the provision of telephone advice and casework. All advice given is based on an assessment of professional matters within the expertise of individual advisers and based on the body of evidence presented by callers. Advice on aspects of professional matters should not be construed as legal advice on the merits of a case. Any written advice or correspondence on behalf of individuals to third parties is based strictly on professional matters within the expertise of

Environmental Health Professionals, Surveyors and or other professionals who should not be construed as acting in the capacity of advocates for any party.

Insofar as we are aware call charges to the non-geographical advice line number are charged at a local rate. Calls from mobile phones will cost more. Callers should verify the cost of all calls with their own telephone service providers. Callers have the option of calling us on our geographical dedicated advice line telephone number: Tel:02071831186. Calls to Advice Direct may be recorded for training and monitoring purposes. **All telephone advice sessions must be paid for in advance either by debit/credit card, cheque or BACS transfer. Payment by credit card will be subject to the merchants 2.5% handing fee.** This is the actual fee charged by the merchant. There is no discretion to waive handling fee charges.

9.0. Legal Representation

Sanctum Consultants are not advocates and do not provide legal representation to Clients. Any advice provided is based on a professional assessment of conditions that give rise to nuisance or impact on public health and or are within the knowledge or expertise of a particular adviser or Consultant. Any advice provided on professional matters, including any written advice is not and should not be construed as legal representation.

Sanctum Consultants may from time to time at the specific request of a Client provide a list of advocates who specialise in aspects of environmental and consumer law. The provision of any such information is not an endorsement or recommendation of any legal provider or individual. Neither should it be deemed to be an endorsement in respect of the competency of any legally qualified individual.

Sanctum Consultants do not accept any liability for any advice provided by Counsel. Clients are entitled to seek a range of legal opinions advice and representation from advocates of their choice.

The Bar Council's Bar Directory is the official directory of Barristers of the General Council of the Bar for England and Wales and can be used to find a suitably qualified and competent Barrister at: www.barcouncil.org.uk/about/find-a-barrister/

The Law Society for England and Wales provides a searchable database of solicitors including firms with the [Law Society's Lexcel accreditation](#).

The directory can be accessed at:
<http://www.lawsociety.org.uk/choosingandusing/findasolicitor.law>

10.0. Counsels Fee

All fees for representation at Court will be payable directly to Counsel unless otherwise agreed. In cases where it is more expeditious to take payment on behalf of Counsel, for case conferences and or written advice, all fees must be paid in advance to Sanctum Consultants prior to any meeting arrangements made with Counsel by Sanctum Consultants or receipt of other advice.

11.0. Press & Media Clients

Sanctum Consultants agree to supply experienced and appropriately skilled personnel for filming and interviews for press and media programming and other appropriate media projects and publications. Consultant personnel provided by Sanctum Consultants are not directly employed by Client organisations and do not represent the views of media organisations.

Client organisations will not require consultant personnel to engage in any conduct which is unlawful or tending to bring Sanctum Consultants into disrepute or results in the loss of custom or business.

Client organisations will not subcontract consultant personnel to any third party.

The fee for the Contract / Assignment will be agreed between Sanctum Consultants and the Client organisation and should not be disclosed to appointed personnel or any third party.

Press and Media client organisations /companies will agree to provide consultant personnel at their own cost any clothing, equipment or appropriate training (company induction training, policy relating to health and safety or financial regulations etc) as is reasonable for the adequate performance of assignment services.

Client organisations agree to provide and make suitable arrangements as appropriate for travel to and from filming locations and make suitable arrangements for accommodation and travel insurance ,airport transportation and parking; a full itinerary to be provided to Sanctum Consultants before the commencement of any assignment.

Client organisations will agree to protect the commercial confidentiality of Sanctum Consultants and not release any commercially sensitive information or trade secrets (unless expressly so authorised by Sanctum Consultants) to any third party.

Any variation or alteration of contract terms must be agreed in writing.

12.0. Corporate & Public Sector Fixed Term Contracts

Sanctum Consultants agree to provide appropriately qualified and skilled personnel for fixed terms contracts or special assignments. Client organisations should furnish Sanctum Consultants with appropriate information to enable suitable personnel to be appointed. Sanctum Consultants will ensure that prior to the commencement of any agreed contract term or Assignment an updated CV is provided for consultant personnel to be appointed. Client organisations may conduct telephone and or face to face interviews with personnel before the commencement of the Contract/Assignment.

Client organisations shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity Insurance are in place during the Assignment period and shall make a copy of such policies available to Sanctum Consultants upon request.

Client organisations will not require consultant personnel to engage in any conduct which is unlawful or tending to bring Sanctum Consultants into disrepute or, results in the loss of custom or business.

Consultant personnel provided by Sanctum Consultants are not directly employed by Client organisations; as such responsibility for the payment of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions will not fall on Client organisations.

Client organisations will agree to provide Consultant personnel at their own cost any equipment or appropriate training (company induction training, policy relating to financial regulations etc) as is reasonable for the adequate performance of Assignment services.

Consultant personnel will wherever possible carry out Assignment services utilising remote/flexible working and hot desking. Sanctum Consultants and Consultant personnel will agree to furnish Client organisations with progress reports from time to time and ensure that appropriate record keeping is maintained. A Client billing log may be kept for Client Accounts where monthly invoicing arrangements are in place.

Consultant personnel agree to comply with any statutory or other reasonable rules or obligations including but not limited to those relating to health and safety during the Assignment period; to the extent that they are reasonably applicable to them while performing agreed services and to take all reasonable steps to safeguard their own safety, the safety of other Contractors, Staff and the safety of any other person who may be affected by their actions.

If designated Consultant personnel are unable for any reason to perform their relevant duties (due to ill health; bereavement or other exceptional personal circumstances) Sanctum Consultants will immediately inform Client organisations by telephone. Where this is not appropriate and dependant on the nature of the Assignment notification should be provided no later than 10.00hrs on the first day that this occurs; except where suspension of Contract services is agreed or where alternative, suitably qualified and appropriate personnel are temporarily provided.

Client organisations will not subcontract Consultant personnel to any third party. Client organisations will not for a period of 24 months following the termination of any agreement between Sanctum Consultants directly engage Consultant personnel previously supplied by Sanctum Consultants. Failure to adhere to these restrictions will render the Client organisation to a claim of breach of contract and result in Sanctum Consultants seeking damages for loss of business. These conditions may be varied solely at the discretion of Sanctum Consultants and where a one off payment is agreed between all parties.

The fee for the Contract / Assignment will be agreed between Sanctum Consultants and the Client organisation and should not be disclosed to appointed personnel or any third party. The notice period for termination of services for both parties shall be **6 weeks**, which must be issued in writing. Failure to adhere to these express conditions will render the Client organisation

subject to a claim of breach of contract and result in Sanctum Consultants seeking damages for loss of business. These conditions may be varied solely at the discretion of Sanctum Consultants

Client organisations will agree to protect the commercial confidentiality of Sanctum Consultants and not release any commercially sensitive information or trade secrets (unless expressly so authorised by Sanctum Consultants) to any third party.

All notices which are required to be given hereunder shall be in writing and shall be sent to Sanctum Consultants electronic address.

Any variation or alteration of contract terms must be agreed in writing.

13.0. Insurers, Legal Services Commission & Solicitors

Sanctum Consultants are happy to accept instructions for cases that involve funding from third parties such as Insurance companies and the Legal Services Commission. However we do not provide extended credit facilities for such cases. Sanctum Consultants expect instructing Solicitors and Insurers to ensure that Sanctum Consultants fees are paid in reasonable time and on issue and presentation of all invoices and ensure that their Clients are notified of this express condition at the outset; and absolutely before formal instructions are issued to Sanctum Consultants.

Sanctum Consultants do not accept liability for any deficiency in instructions from third parties (including Solicitors, Insurers, or their Clients) which results in unforeseen expenditure or additional inspections, or other costs. Formal instructions and associated documents must be supplied at least 28 working days before the Court filing deadline for Expert Reports. Sanctum Consultants do not accept liability for any delays on the part of instructing parties in arranging assessment visits /access arrangements for inspections or failure to supply relevant documentation, which leads to the late filing of Expert Reports.

Any queries regarding works commissioned including those relating to Expert Reports **must be raised in writing within 7 days of the date of issue of any invoice or Client Billing Log.** Any dispute that may arise between Clients, Insurers, or LSC in respect of the conduct of a case and expert services commissioned is a matter for parties to resolve internally. Sanctum Consultants will in all cases require full payment for all services provided in accordance with signed Order Forms other written authorisations or instructions. Failure to settle outstanding consultancy fees may result in Sanctum Consultants contacting the Court requesting withdrawal of Expert Reports and the commencement of recovery proceedings.

14.0. Liability

All work undertaken by Sanctum Consultants is carried out with reasonable care based on commissioning information supplied by the Client. Sanctum Consultants do not accept any responsibility for any false, misleading, or other deficiency in instructions or other information provided by the Client or their representative.

Noisedirect and Sanctum Consultants do not accept any responsibility for false or misleading information provided to them by individuals during Noisedirect consultations. All advice is given in good faith based on commissioning information provided by callers and should not be construed as legal representation or advocacy on behalf of any individual. Noisedirect and Sanctum Consultants do not accept any responsibility for any vexatious or malicious allegations or unlawful actions of any third parties.

Individuals are urged to consider seeking independent legal advice before instigating any Court action.

Where a third party contractor is commissioned to carry out specialist sampling etc on behalf of the Client; Sanctum Consultants do not accept any liability for inaccurate misleading or deficient professional advice or opinions supplied by third parties. It is for the Client to ensure that third party contractors are suitably qualified and hold adequate professional indemnity.

All advice and professional opinions provided on behalf of Sanctum Consultants is given in accordance with current legislative requirements, codes of practice, guidance and accepted good practice. Sanctum Consultants accept no responsibility on behalf of Clients or any third party for their failure to comply with all statutory and legal requirements; any liability shall fall upon and be discharged wholly and exclusively by the Client or third party.

Sanctum Consultants do not under any circumstances accept liability under the law of tort, contract or otherwise for any loss of profits, loss of business or for any indirect or consequential loss or damage, however caused, arising out of or in connection with the performance or non-performance consultancy services.

Sanctum Consultants will not be liable for any act, omission, or failure to fulfil its obligations for consultancy services, if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the commencement of consultancy services including communication line failures, power failures, tornadoes, earthquakes or natural other disasters (called "Force Majeure"). If Sanctum Consultants are unable to fulfil consultancy services due to Force Majeure, we will as soon as reasonably practicable:

- Notify Clients in writing of the reasons for the failure to and the effect of such failure; and
- Use all responsible endeavours to provide agreed consultancy services as soon as practicably possible.

No delay, neglect or forbearance by Sanctum Consultants in enforcing against other parties any provision of this Contract will be a waiver, or in any way prejudice any rights, of Sanctum Consultants.

Any claim, case or cause of action against Sanctum Consultants must be filed within a court

within 1 (one) calendar year after it arose, otherwise any claim against Sanctum Consultants shall be deemed to be forever forfeited.

The terms or conditions within this agreement may not be enforced solely under Section 1 of the Contracts (Rights of Third Parties) Act 1999.

15.0. Cancellations & Refunds

Services provided to consumer clients, where we do not meet you, or which are paid for before we do so, are subject to the Distance Selling Regulations 2000. Business to business contracts are not covered by the Regulations. If you are a consumer, before you proceed with contacting us you should read the following information carefully.

Where a consumer cancels a distance contract, the Company will reimburse any sum paid free from any charge unless the consumer has waived cancellations rights or where bespoke services relating to advice or other bespoke services have already been provided and have passed the point of expiry.

Any such reimbursement will be made as soon as possible and in any event within 30 days of the day on which the notice of cancellation was given. In practice, this will usually mean re-crediting the consumer's credit or debit card account.

For Entry Clearance inspections the right to cancel is surrendered once the inspection has been booked or commenced. Unsuitability of a property is not a ground for cancellation and all fees become liable once an inspection is booked as confirmed.

15.1. Service

The service is provided by Sanctum Consultants Limited. Our address for cancellation notices is PO BOX 77 Kent BR8 9XA. Our email address for cancellations is: mail@sanctumconsultants.co.uk. The company is registered in England at Companies House. Company No.4924802. Our registered address is: 145-157 St John Street London EC1 4PY. Our telephone number is 0207 183 1184. Our website address can be found at: www.sanctumconsultants.co.uk

The telephone number for Noisedirect is 08453 31 32 30. The email address is: mail@noisedirect.co.uk. The website address is: www.noisedirect.co.uk

The telephone number for Advice Direct is 08456 12 24 36. The email address is: advisedirect@sanctumconsultants.co.uk.

The services consist of the provision of telephone advice, casework and home assessment visits and expert investigations and reports. Details of particular options, the price of each and arrangements for payment will be discussed prior to any advice session and are summarised within pages of this document or are as otherwise notified to you in writing. The method of delivery (at your option) will be by telephone, email, through our website, by post or home visit. In the case of telephone advice we expect to be able to provide the advice immediately or within 72 hours of receiving an enquiry.

If we cannot provide the advice within that time we will contact you usually by telephone or email and tell you why and let you know when we will be able to provide the advice. The service will not usually exceed 30 days unless otherwise notified to you in writing. If you have requested a fixed price Noisedirect consultation by telephone, but we determine, at our sole discretion, that due to the unusual or complex points of law, or for other reasons that we deem appropriate that such a service is not relevant or appropriate, we will advise you accordingly and refund any charges.

15.2. Right to Cancel

Any sale of goods or services where consumers do not have face-to face contact during the sale is a distance sale and subject to the Distance Selling Regulations 2000. Business to business contracts are not covered by the Regulations. The Regulations give consumers the right to cancel an order within seven working days of agreeing to go ahead.

If you do decide to cancel, you should put this in writing, either by letter or you can fax or email. A telephone call is not sufficient. However, in most cases Noisedirect advice or services including noise nuisance assessments/acoustic reports and home inspection reports for entry clearance may be required at short notice and are a customised and bespoke service. If you request an immediate or urgent assessment visit or other service within the 7 day cooling off period then you will be deemed to have waived your cancellation rights. You will not be entitled to cancel once the service has commenced. You cannot cancel a Noisedirect or Advice Direct service one you have received bespoke advice on your case and are simply unhappy with the professional opinion or conclusion on the merits of your case. Similarly once expert reports, assessments, sampling or monitoring or any other written opinions or advice have commenced then the bespoke service cannot be cancelled.

In the event that you are entitled to cancel and notify us in accordance with these requirements we will refund your payment in accordance with your statutory rights.

15.3. Protection for Credit Cards

If someone uses your credit card without your knowledge for any kind of distance purchase, you can cancel the transaction and the card issuer will refund the money. You should notify your card issuer as soon as possible, if your card is stolen or you suspect it has been used fraudulently.

The full version of the Distance Selling Regulations 2000 regulations can be viewed at: <http://www.hms.gov.uk/si/si2000/20002334.htm>

15.4. Complaints

All complaints in respect of services should be sent in writing to our geographical address in accordance with the requirements of the Regulations. For ease of convenience consumers can choose to send notices to our electronic address, but the onus for proof of receipt will rest with the consumer.

In respect of complaints in relation to cancellation of services consumers are reminded of the exceptions to the right to cancel a contract where:

- The company as the supplier of the service has met the Information Requirements
- and the performance of the service has begun with the consumer's agreement
- bespoke services have been provided in the form of case specific advice, unique property inspections, acoustic monitoring and or sampling.

Consumers are not entitled to refunds where professional advice in relation to hazards to health or nuisance is not beneficial to the consumer's legal case or expectations. Or where a consumer does not agree with the professional opinion of the adviser or Consultant.

Your statutory rights remain unaffected.