Terms and Conditions
CONTRACTUAL ARRANGEMENTS

Sanctum Consultants (the Company) provide a range of Environmental / Public Health and Regulatory consultancy services including housing, food safety, health & safety, pollution, noise nuisance, noise impact studies, preparation of expert advice for planning and public enquiries and attendance at Court as expert witness. The Company also provide a variety of services to public sector and corporate clients which include Regulatory Services such as: Planning, Licensing, Trading Standards, Building Control, Housing, and ASB services. We are passionate about protecting public health, reducing health inequalities, and helping to create peaceful, sustainable neighbourhoods and communities. **Above all we are committed to safeguarding planet #Earth for future generations. At Sanctum Consultants, we believe that *all* the inhabitants of planet #Earth; be they politicians, business, regulators, experts, adults, children, or world-famous figures; need to work together in symbiotic partnership to preserve and conserve our universal home. #SaveOurPlanet**.

All our personnel are highly qualified and experienced members of the Chartered Institute of Environmental Health, Royal Society of Public Health and 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 Practitioners, Public Health Consultants, Planners, Engineers, and Consultants provided by the Company 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 the Company and parties engaging the Company, to provide consultancy services. All services shall be governed by and interpreted in accordance with the laws of England and Wales, including but not limited to, The Unfair Contract Terms Act 1977, The Unfair Terms in Consumer Contracts Regulations 1999, The Consumer Rights Act 2015, and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Post pandemic we have adjusted how we operate and now provide our services through a combination of peripatetic and hybrid working. Details of reasonable adjustments to our services and Terms and Conditions, under our Business Continuity Resilience Plan are included.

All calls to and from the Company's communications network may be recorded for training purposes and for the formation or performance of a contract or to protect our legitimate interests. The Company is committed to sustainable practices; to minimise our carbon footprint wherever possible orders forms, invoices, and reminders will be issued electronically.

FEES

1. All standard fees are reviewed at the beginning of each fiscal year. From time to time and as part of a periodic and quarterly regular review of services (and addendum terms and conditions) fees may also be reviewed. In such circumstances an updated copy of all changes will be provided within fourteen days of the date of any such review. The next scheduled review date is **01 October 2026**.

2. In order to provide best value, the Company endeavours 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.

3. 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.

4. Lower and Higher Courts fixed fee day rates are agreed in writing prior to booking and must be lodged in full prior to the hearing.

5. Full details of our other fixed fee prices for our range of services can be obtained upon request, depending on the nature and duration of the service required.

SUPPLEMENTARY TIME CHARGES

6. 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.

7. Where work must be carried out on Public or Bank Holidays including Good Friday, Christmas Eve and New Year's 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.

8. 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.

APPOINTMENT

9. All proposals will be held open for 14 days. Upon confirmation of written or verbal instructions to proceed, an agreement form, email confirmation instruction and order letter will be dispatched for the client to complete and return as appropriate authorising formal appointment of the Company. Order letters not signed or accepted within 14 days

including the provision of corporate cost codes and payment of fees; may be subject to service adjustments and fee increases, including, but not limited to reasonable adjustments required under our Business Continuity Resilience Plan.

10. For acoustic monitoring, completed orders must be received twenty eight working days in advance of submission dates and twenty working days for desk top reviews.

11. The Company does not accept responsibility for ensuring that acoustic reports are submitted to local authority departments ahead of Licensing and Planning hearing deadlines. The Company does 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.

12. The full fee is payable upon instruction of all Expert Reports. Payments must be paid by internet or telephone bank transfer or via cheque. We no longer accept credit or debit card payments by telephone and or payment by cheque. We do not accept cash payments. Electronic payments can be made through your bank via Bill Payment, BACS or via your smartphone where you are registered for mobile banking. For reasons of cyber security and possible fraud we no longer accept credit or debit card payments by telephone.

CLIENT ACCOUNTS

13. 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, and visits etc. will be recorded on a monthly client billing log.

SETTLEMENT OF ACCOUNTS

14. All Consultancy fees for Court hearings must be lodged with the Company 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.

15. All subjective and acoustic noise assessment visits must be paid for in advance of scheduled appointments.

16. 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 becomes due before the release of reports, letters, or other documentation.

17. 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.

18. Where, despite the issue of periodic reminders, payment remains outstanding after one 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.

19. 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 15% above the Bank of England base rate.

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

21. All queries must be confirmed in writing.

22. All invoices are supplied in electronic form by email as a durable download and therefore further requests for lost or misplaced invoices and or to reclaim costs will incur an administrative fee of £10.00 plus (VAT).

CANCELLATION FEE

23. A cancellation fee of 50% is payable where less than 24 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 24 hours' notice of any cancellation the full contractual fee is payable. Please be aware that we must *receive* any cancellation at least 24 hours before a scheduled appointment and it is not sufficient for you to post or email a notice which is not received in good time. These conditions may be varied solely at the discretion of the Company.

24. For Court or other public meetings, once confirmation of the date is received, personnel time is allocated in advance; hence a cancellation fee of 50% is payable where there is failure to provide written notice of adjournment or cancellation (which must be received) 10 working days in advance of any hearing date. Where notice is not received 10 working days in advance and Consultants have been deployed and or where a case is abandoned or settled midway through a hearing, then the cancellation fee of 100% of the fixed fee for Court attendance is payable plus any accommodation and travel costs incurred.

25. Before ordering our Environmental Protection Act 1990-Section 82 Advice Pack, clients should be aware that once the Pack is dispatched, the order cannot be cancelled as the Pack is unsealed and can simply be used and copied. Therefore, you should understand that by requesting a Section 82 Advice Pack (within the statutory 14 day cancellation period) you will not be entitled to cancel your service or seek a refund. The 30 minute Noisedirect / HouseLet Direct / Advice Direct Telephone Consultation, which is part of the Section 82 Pack cannot be transferred and can only be used by purchaser of the Pack.

EXPENSES

26. Additional charges for photocopying or extra copies of letters will not be levied unless specific charges have been confirmed in writing. For all reports, two copies are provided as standard thereafter a charge of £40.00 (plus VAT) 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 50p per mile.

VAT

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

ADVICE DIRECT

28. Advice Direct is a fixed fee telephone advice service designed to provide low cost, fixed fee advice and assessment of public health, regulatory issues relating to Licensing; Building Control; Trading Standards; Planning issues. School Admissions Appeals; UCAS and Oxbridge Applications: Personal Statements and Admissions Interviews advice is provided through video conferencing via (ZOOM, TEAMS etc).

29. 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 clients.

30. Calls to and from our communications network may be recorded for training purposes and for the formation or performance of a contract or to protect our legitimate interests.

31. We do not permit clients to record calls and use them for broadcast on Television, Radio, or social media networks or for any other purpose. If in addition we consider that the request for our service is either not genuine or designed to elicit commercially sensitive information then we may, at our sole discretion choose not to accept instructions or terminate our service.

32. All Advice Direct 30 minute telephone consultations are subject to a minimum fee of £50.00 (plus VAT); except UCAS Applications and Personal Statements and Interviews, which are priced separately, and fee rates are provided on enquiry.

33. Advice Direct telephone fees are charged at a rate of £50.00 (plus VAT) per 30 minutes. For calls that exceed each 30 minute period, these are charged at the 60 minute fee of £100.00 plus (VAT). A time check is conducted by all advisers at the commencement of all Advice Direct telephone consultations. The responsibility for adhering to the 30 minute time limit rests entirely with the consumer.

34. Written advice or review of documents will incur a minimum charge of £100.00 (plus VAT) and £100.00 (plus VAT) per each additional hour thereafter, unless a fixed fee rate has been otherwise agreed. 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 £100.00 (plus VAT). All Advice Direct fees are payable in advance of telephone advice and casework.

NOISEDIRECT

35. Noisedirect is the brand name for the Company's dedicated Noise Service operating in the UK. The Noisedirect service is provided through a standalone portal www.Noisedirect.co.uk. Noisedirect: National Noise Service is an independent noise service designed to provide low cost, fixed fee advice and assessment of noise cases through acoustic monitoring or subjective nuisance assessments. The service includes all types of noise issues including but not limited to Licensing, Planning, HHSRS, ASB inspections and casework, and Home Sellers, and Buyers reports.

36. 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 Practitioners who should not be construed as acting in the capacity of advocates for any party.

37. 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: 0207 183 1184.** Calls to and from Noisedirect's communications network may be recorded training purposes and for the formation or performance of a contract or to protect our legitimate interests.

38. We do not permit clients to record calls and or film our Consultants and use their personal data for broadcast on Television, Radio or social media Networks or for any other purpose. If, in addition, we consider that the request for our service is either not genuine or designed to elicit commercially sensitive information then we may, at our sole discretion choose not to accept instructions or terminate our service.

39. Noisedirect telephone consultations / advice are subject to a minimum fee of £50.00 (plus VAT). Fees are charged at a rate of £50.00 (plus VAT) per 30 minutes. For calls that exceed each 30 minute period, these are charged at the 60 minute fee of £100.00 plus (VAT). A time check is conducted 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.

40. All telephone advice sessions must be paid for in advance either by internet or telephone bank transfer. We no longer accept cheques, credit or debit card payments by telephone.

41. Noisedirect is a stand alone portal and is subject to its own Terms and Conditions; a copy of which can be obtained via the stand alone portal website: www.Noisedirect.co.uk.

HOUSELET DIRECT

42. HouseLet Direct is the brand name for dedicated Housing Services provided by the Company. HouseLet Direct services are provided via a stand-alone portal; www.HouseLetDirect.co.uk.

43. HouseLet Direct is an independent advice inspection and property service designed to provide low cost, fixed fee advice and assessment of housing conditions. 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 statutory nuisance and HHSRS or disrepair should not be construed as legal advice on the merits of any legal case.

44. Any written advice or correspondence on behalf of individuals to third parties is based strictly on professional matters within the expertise of Environmental Health Practitioners who should not be construed as acting in the capacity of advocates for any party.

45. Calls to and from HouseLet Direct's communications network may be recorded for training purposes and for the formation or performance of a contract or to protect our legitimate interests.

46. We do not permit clients to record calls and use them for broadcast on Television, Radio, or social media networks or for any other purpose. If in addition we consider that the request for our service is either not genuine or designed to elicit commercially sensitive information then we may, at our sole discretion choose not to accept instructions or terminate our service.

47. All HouseLet Direct telephone consultations/ advice are subject to a minimum fee of £50.00 (plus VAT). Fees are charged at a rate of £50.00 (plus VAT) per 30 minutes. For calls that exceed each 30 minute period, these are charged at the 60 minute fee of £100.00 plus (VAT). A time check is conducted by all advisers at the commencement of all HouseLet Direct telephone consultations. The responsibility for adhering to the 30 minute time limit rests entirely with the consumer.

48. Written advice or review of documents will incur a minimum charge of £100.00 (plus VAT) and £100.00 (plus VAT) per each additional hour thereafter, unless a fixed fee rate has been otherwise agreed. 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 £100.00 (plus VAT). All HouseLet Direct fees are payable in advance of telephone advice and casework.

49. All email correspondence whether copied for information or seeking additional clarification for advice already provided will incur a minimum charge of £50.00 (plus VAT) per email. This is intended to reflect the time taken for reading, responding, and storing of all emails.

50. All fees for HouseLet Direct casework will be agreed in advance. All casework is based on commissioning information provided by the client. HouseLet Direct does not accept any liability whatsoever for any false or misleading information provided by clients.

51. All HouseLet Direct house inspection visits and assessments fees become payable at the point of booking. HouseLet Direct does not provide credit facilities and all inspection fees must be paid in full prior to an inspection. In the case of public authorities or corporate clients we may at our sole discretion accept a suitable signed order form as agreement of payment prior to inspection.

52. HouseLet Direct is a stand alone portal and is subject to its own Terms and Conditions a copy of which can be obtained via the stand alone website: www.HouseLetDirect.co.uk.

EXPERT ROLE

53. The Company 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 regulatory matters 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.

54. The Company may from time to time at the specific request of a client provide a list of advocates, who specialise in aspects of environmental, property, consumer education 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.

55. The Company does 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.

56. 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

57. The Law Society for England and Wales provides a searchable database of solicitors including firms with the Law Society's Lexcel accreditation.

58. The directory can be accessed at: www.lawsociety.org.uk

COUNSEL'S FEE

59. 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 the Company prior to any meeting arrangements made with Counsel by the Company or receipt of other advice.

PRESS & MEDIA CLIENTS

60. The Company may 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 the Company are not directly employed by client organisations and do not represent the views of media organisations.

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

62. Client organisations will not subcontract Consultant personnel to any third party.

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

64. 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.

65. 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 the Company before the commencement of any assignment.

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

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

CORPORATE & PUBLIC SECTOR FIXED TERM CONTRACTS

68. The Company agrees to provide appropriately qualified and skilled personnel for fixed terms contracts, special assignments, or retainer arrangements. Client organisations should furnish the Company, with appropriate information to enable suitable personnel to be appointed.

69. The Company may prior to the commencement of any agreed contract term or Assignment provide a professional CV complaint with GDPR and the Equality Act 2010 for Consultant personnel. We may at our discretion also arrange for client organisations to conduct telephone and or face to face interviews with personnel before the commencement of the Contract / Assignment. We do not provide copies of qualification certificates or DBS checks to clients, as this forms the personal data of our personnel.

70. 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 the Company upon request.

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

72. Consultant personnel provided by the Company 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.

73. 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.

74. Consultant personnel will wherever possible carry out Assignment services utilising remote / flexible working and hot-desking. Consultant personnel are not required to provide services from within the client organisation premises.

75. The Company and Consultant personnel will agree to furnish client organisations with their 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 and can also be used as a progress report. No personal identifiable data of any named Consultants (including names) shall be included on any invoice or Order Form. Consultants should not and will not be deemed employees of any client organisation. The use of any named individual in correspondence or for client Assignments is purely for contact or liaison purposes and contract fees are not payable to any named individual as all contracts remain between the Company and client organisations.

76. 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.

77. If designated Consultant personnel are unable for any reason to perform their relevant duties (due to ill health; bereavement or other exceptional personal circumstances) the Company 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.

78. 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 the Company directly engage Consultant personnel previously supplied by the Company. Failure to adhere to these restrictions will render the client organisation to a claim of breach of contract and result in the Company seeking damages for loss of business. These conditions may be varied solely at the discretion of the Company and where a one off payment is agreed between all parties.

79. The fee for the Contract / Assignment will be agreed between the Company 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 the Company seeking damages for loss of business. These conditions may be varied solely at the discretion of the Company.

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

81. All notices which are required to be given hereunder shall be in writing and shall be sent to the Company's electronic address.

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

INSURERS, LEGAL SERVICES COMMISSION & SOLICITORS

83. The Company is 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. The Company expect instructing Solicitors and Insurers to ensure that the Company 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 the Company.

84. The Company does 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. The Company does 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.

85. 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.

86. 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. The Company 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 the Company contacting the Court requesting withdrawal of Expert Reports and the commencement of recovery proceedings.

LIABILITY

87. All work undertaken by the Company is conducted with reasonable care based on commissioning information supplied by the client. The Company do not accept any responsibility for any false, misleading, or other deficiency in instructions or other information provided by the client or their representative.

88. HouseLet Direct, Noisedirect, and the Company do not accept any responsibility for false or misleading information provided to them by individuals during telephone 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. HouseLet Direct, Advice Direct Noisedirect, and the Company do not accept any responsibility for any vexatious or malicious allegations or unlawful actions of any third parties.

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

90. Where a third party contractor is commissioned to conduct specialist sampling etc. on behalf of the client; the Company does 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.

91. All advice and professional opinions provided on behalf of the Company is given in accordance with current legislative requirements, codes of practice, guidance and accepted good practice.

92. The Company accepts 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.

93. The Company does 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.

94. The Company 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").

95. If the Company is unable to fulfil consultancy services due to Force Majeure, we will as soon as reasonably practicable:

96. Notify clients in writing of the reasons for the failure to and the effect of such failure; and

97. Use all responsible endeavours to provide agreed consultancy services as soon as practicably possible.

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

99. Any claim, case, or cause of action against the Company must be filed within a court within 1 (one) calendar year after it arose, otherwise any claim against the Company shall be deemed to be forever forfeited.

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

CANCELLATIONS & REFUNDS

101. Services provided to consumer clients, where we do not meet you, or which are paid for before we do so, are subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Business to business contracts and rental of accommodation for residential purposes are not covered by the Regulations. Assured Shorthold Tenancy (AST) Agreements are legally binding contracts, which contain specific obligations for payment of rent and statutory procedures relating to duties and rights for occupation and possession. Once commenced a fixed term AST Agreement cannot be cancelled and a tenant will be liable for full rental payments for the complete length of the Term (including where the tenant abandons or absconds from the property). The tenant cannot cancel or end the Agreement before the expiry of the full Term.

102. 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.

103. Any such reimbursement will be made as soon as possible and in any event within fourteen days of the day on which the notice of cancellation was given.

104. For Entry Clearance, HHSRS or other housing 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.

105. For Court, RPT, VT or public hearings the service cannot be cancelled when Consultants have been deployed are en-route or the hearing or meeting has commenced or on the day of the hearing or meeting; as the service is deemed to have been provided.

SERVICE

106. The service is provided by the Company. Our address for cancellation notices is PO BOX 77 Kent BR8 9XA. Or you may use our Online Cancellation Form .

107. The Company is registered in England at Companies House. Company No.4924802. Our registered address is: Alpha House, 11 Woodside Road, Kent, DA15 7JG. Our telephone number is **08456 12 24 36 | 0207 183 1184**. Our website address is: **www.SanctumConsultants.co.uk**

108. The telephone number for Noisedirect is 08453 31 32 30. The website address is: **www.Noisedirect.co.uk**

109. The telephone number for HouseLet Direct is 08456 12 24 36 press The website address is: **www.HouseLetDirect.co.uk**

110. The services consist of the provision of telephone advice, casework and home assessment visits, property control services relating to regulatory requirements 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.

111. 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/ at an appointment time agreed.

112. 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.

113. If you have requested a fixed price Noisedirect, HouseLet Direct or Advice Direct 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.

114. Calls to and from our switchboard and communications network may be recorded for training and quality purposes and for us to improve our service and to safeguard our legitimate interests. We do not permit clients to record calls and use them for broadcast on Television, Radio or social media Networks or for any other purpose.

115. If we consider that the request for our service is either not genuine or places our personnel at risk of harm or danger and or is designed to elicit commercially sensitive information, then we may at our sole discretion choose not to accept instructions or terminate our service.

116. Clients must not withhold or conceal any material facts, which may affect the advice we provide to them, or any casework or reports commissioned by them or any evidence we give to the Court on their behalf.

117. Clients must co-operate with all reasonable requests in respect of record keeping of music or possible nuisance events and maintain and complete any Event Logs Risk Assessment, Questionnaires we ask them to keep, and or provide any additional information we require in order for us to complete the agreed services.

118. Before we can confirm any assessment visit appointment, clients must tell us about any known or potential risks to our personnel at the property by completing our Risk Assessment, Questionnaire and return it to us at least 7 working days before the date of any proposed assessment. Where required clients must also complete and return Event Logs (for a period of 5 days). It is essential that we receive the completed documents in good time for us to make suitable arrangements for any proposed inspection.

119. Clients must ensure that they provide all evidence on instruction in an indexed bundle in accordance with our Evidence Guide. Documents can be provided either in a zipped electronic file for limited documents of less than 5MB. For larger files please send the documents to us using a USB memory stick or place the documents in a Dropbox or Cloud storage system with link for download provided.

120. If we do not *receive* all evidence in a single electronic (or paper bundle) along with indexed list **seven working days** prior to the assessment, then this will result in delays in completing the Expert Report and may also result in extra fee charges for additional time spent in the administration of incomplete evidence.

RIGHT TO CANCEL

121. 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 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Business contracts are not covered by the Regulations. The Regulations give consumers the right to cancel an order within fourteen working days of agreeing to go ahead.

122. If you do decide to cancel, you should put this in writing, either by letter, email or by using the attached Cancellation Form. A telephone call is not sufficient. However, in most cases Noisedirect, or HouseLet Direct advice or services including noise nuisance assessments / acoustic reports and home inspection reports for entry clearance, HHSRS, or other visits may be required at short notice (within the 14 day cooling off period) and are a customised and bespoke service; as is attendance at Court, RPT, VT or public hearings and appeals or UCAS applications.

123. Similarly, if you request a Section 82 Advice Pack to be supplied within the 14 day cooling off period then, you will not be able to return the Pack and request a refund as the Section 82 Advice Pack is unsealed and can simply be copied and used.

124. If you request an immediate or urgent assessment visit or other service within the 14 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 been provided. Where a part completed service has been provided you may be liable to pay a cancellation fee. You cannot cancel a Noisedirect, HouseLet Direct or Advice Direct service once 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, inspections, sampling, monitoring, or any written opinions or advice have taken place, then the bespoke service cannot be cancelled.

125. If you are entitled to cancel and notify us in accordance with the requirements under the Regulations, we will refund your payment in accordance with your statutory rights. Please be aware that cancellation fees may apply.

BUSINESS CONTINUITY RESILIENCE PLAN

126. The COVID-19 post pandemic era created unprecedented challenges; which has led us to review and future proof the way we operate. Our priority remains the health, safety and welfare of our personnel, clients, colleagues and the wider public. In the post COVID-19 era we continue to operate and provide services in accordance with our Business Continuity Resilience Plan.

127. In the event of any future recurrence of any coronavirus, influenza (avian, porcine or seasonal flu) pandemic or other outbreaks of public health significance and or civil unrest, cyber and or domestic / international attacks or conflict including terrorism or warfare; as part of our Business Continuity Resilience Plan, we will:

- Move to hybrid and or reduced / home working practices; work from home (WFH) as appropriate.
- Curtail all non-emergency inspections, meetings, and assignments, especially where our partners, clients, contractors, and service providers have taken the decision to close, reduce their operations and or are self-isolating. And where Royal Mail services are impacted, and where we experiencing significant delays, both issuing and receiving static post.
- For the safety and security of our personnel, and to comply with the provisions of any public health monitoring regime (such as Track and Trace); all responsive site visits will be subject to risk assessments, which may result in property visits / services being withdrawn cancelled or rearranged.
- We may also cease offering in person inspections or on site services, for areas where our personnel can only access locations by public transport, and or areas

where the Reproduction (R) growth rate or estimate rate exceeds 0.8 - 1%.

- In order to maintain consistency, continuity, and transparency, since 2020 we have enhanced our E-working, and made a number of reasonable adjustments to all our services. You should expect to see some or all the following measures implemented, when selecting or using our services.

- We may make reasonable adjustments and withdraw from or suspend orders or contractually agreed services, on a need to basis (NTB) in accordance with UK Government policy and guidance, perceived health risks to our personnel, and wider public health implications.

- Our telephone response has been reduced, and our switchboard now diverts all unanswered calls to voice to email. If using telephone to contact us, you will be able to leave a voicemail message, which will be picked up by our Duty Managers, who will assign and or respond to your enquiry or query by email. We ask that you use our website Contact Form to enquire about our services or contact us for any urgent or routine issues. We will acknowledge your communication as soon as we are able (depending on the availability of our emergency or on call personnel).

- We have expanded electronic communications across our services and no longer routinely provide paper postal copies of correspondence, orders, invoices notices, etc.

- Property inspections including Periodic, Licensing and Emergency Report In (ERI) inspections or Report In (RI) inspections, disrepair, and nuisance assessments, may be conducted through VI methods, utilising remote access software may at our discretion be offered through Virtual Inspections (VI).

- We may use software in all property and nuisance inspections to capture audio, video, and screen sharing activity. We may also utilise options for recordings for automatic transcription, so that we can play back inspection recordings, and search for important matters relating to disrepair or property defects, or evidence of nuisance and or as part of the performance of a contract. The recordings will be password protected and saved to our secure system, so restricted users can access them securely. We will always notify you if we intend to record the VI and obtain your consent, before we record any property inspection; where your data (voice or image, conversation) may be captured.

- Case conferences, meetings and attendance at Courts and Tribunals may also be offered through Virtual Attendance (VA). Please be aware that audio and picture quality can be affected due to bandwidth and or internet connection problems and is a matter outside of our control. We may use software in meetings and group calls (but not Court attendance) to capture audio, video, and screen sharing activity, as part of the performance of a contract. We will always notify you and obtain your consent before we record any meeting; where your data (voice or image, conversation) may be captured, and ensure all personal data is processed in accordance with our Privacy Policy and data protection legislation.

- Where we have agreed to provide a remote service (at your home or place of business), if you or anyone in your household / workplace is displaying signs of any infections illness, or if you are aware that anyone is symptomatic or asymptomatic, has recently undergone any testing for a communicable disease, or been exposed to any chemical or biological substances due to chemical or bio terrorism, then please immediately make our office aware, as we may have to defer or reschedule a service.

- As part of our risk assessment, our personnel are issued with protective safety and security equipment including PPE and have been trained and instructed to maintain a safe distance throughout inspections. We ask all external contractors, suppliers, and partners to ensure they use appropriate PPE.

- Please ensure that you maintain social distancing during inspections and for offices or domestic properties, where possible leave (garden) doors and windows open to ventilate properties.

- We will continue to periodically review, our Business Continuity Resilience Plan and follow UK Government policy and guidance, along with World Health Organization (WHO) advice as appropriate.

COMPLAINTS

128. 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.

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

130. The Company as the supplier of the service has met the Information Requirements;

131. And the performance of the service has begun with the consumer's agreement;

132. Bespoke services have been provided in the form of case specific advice, unique property inspections, acoustic monitoring and or sampling;

133. 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.

134. You will not be entitled to a refund if you have misleadingly or fraudulently used our service to film, record or obtain details of our personnel or services for commercial gain or to damage or interfere with our legitimate

commercial practices, or to harass or stalk any of our personnel or associates.

135. Business to business contracts are exempt from the regulations. Your statutory rights remain unaffected.

136. All services are provided in accordance with the principles of The Equality Act 2010. The Company does not directly or indirectly discriminate against any individuals due to a protected characteristic, in the provision of any of its services.

137. The following forms part of our **Unreasonable Behaviour Policy** and should be read in conjunction with any other contractual agreements.

138. The Company does not deal with any client either face to face, over the phone or in correspondence, who is exhibiting offensive, derogatory, threatening, abusive or violent language or behaviour. In any of these circumstances the Company reserves the right to refuse to speak, correspond or continue to provide services to a client.

139. The refusal by a client to be dealt with by any adviser, Consultant for any reason, such as gender, perceived or actual nationality, heritage, religious identity, or any other protected characteristic, is offensive and wholly unacceptable. In such circumstances, the Company will not accept any request for an alternative adviser and will immediately terminate its service to existing or potential clients.

140. Threatening behaviour is defined as, but not limited to, threats of violence to staff or any other person which is, for example; sexist, racist or homophobic; including intimidating language, swearing and / or aggressive body language and passive aggressive behaviour.

141. Unreasonable actions and behaviour includes, but is not limited to examples of unacceptable patterns of behaviour identified by the Local Government Ombudsman

142. The Company does not expect staff to tolerate unacceptable behaviour by complainants or any client. Unacceptable behaviour includes patterns of behaviour identified by the Local Government Ombudsman as unacceptable and behaviour which is abusive, offensive or threatening and may include:

- Using offensive, intimidating, abusive, or foul language on the telephone;
- Using abusive offensive, intimidating, or foul language face to face;
- Sending multiple emails;
- Sending multiple frivolous email requests for services which you do not intend to pursue and result in wasted and unnecessary responses impacting on our ability to provide a low cost service;
- Sending emails containing abusive offensive, intimidating, false or malicious allegations, wild language, pejorative accusations, unfounded allegations, or assumptions, repeating unfounded remarks or hearsay damaging or other offensive remarks;
- Leaving multiple voicemails containing abusive offensive, intimidating, false or malicious allegations, using wild language, pejorative accusations, unfounded allegations, or assumptions, repeating unfounded hearsay, damaging or offensive remarks;
- Making slanderous and false statements about the Company, its staff, and advisers and or cyber trolling and cyber stalking, harassment of our personnel. Including using social networks, websites, discussion threads, blogs and chain emails to name and cause upset and distress and harass personnel and or cause damage to the reputation of the Company;
- Making vexatious or mendacious allegations of harassment where you have been notified of contractual breaches or issued with reasonable payment requests and or where we have terminated and or declined to provide further services;
- Changing the basis of the issue / complaint as a consultation / investigation proceeds;
- Denying or changing statements made at an earlier stage;
- Introducing trivial or irrelevant new information at a late stage or withholding material facts;
- Raising numerous, detailed but unimportant questions; insisting that they are answered;
- Covertly recording meetings and conversations;
- Submitting falsified documents from themselves or others;
- Making false representations;
- Making excessive demands on the time and resources of personnel with lengthy telephone calls, emails, or detailed letters every few days, and expecting immediate or unreasonable responses;
- Demanding to see individuals in person or making threats to turn up in person at our offices to engage in confrontations; where we have made clear we do not agree with issues raised by clients and or have declined to provide services;
- Insisting on sending late night / early morning emails (due to lifestyle choices) and demanding or insisting on immediate responses outside standard working hours;
- Insisting on weekend and evening or late night appointments or services to be provided outside standard working hours;
- Adopting a 'scatter gun' approach: pursuing parallel complaints on the same issue with a variety of other organisations or advisers;
- Submitting repeat complaints with minor additions/variations that the complainant insists make these 'new' complaints;
- Refusing to accept the decision; repeatedly arguing points with no new evidence.

143. The Company is not a public body, but we do deal with unreasonably persistent complainants in accordance with the Local Government Ombudsman's Guidance on managing unreasonable complainant behaviour.

DATA PROTECTION

144. The following paragraphs should be read in conjunction with our Privacy Policy and with the legal notices contained on our website and any contractual terms which govern The Company's relationship with you. Please read your contract carefully for specific details as 'performance of a contract' is usually the legal basis for processing your information and carrying out our activities.

145. From 25 May 2018 the General Data Protection Regulation (GDPR) a European Union (EU) wide set of standardised rules for the handling and storage of personal information within the EU have been implemented in the UK under the Data Protection Act 2018 (DPA 2018).

146. The DPA 2018 and GDPR will apply to anyone who is controlling the information of an EU citizen or processing it on their behalf, even if the processor or controller are based outside of the EU. The legislation will still apply after the UK leaves the European Union.

147. The Company already complies with the provisions of the Data Protection and does not routinely collect any sensitive data or routinely pass or share any information with third parties; (except for data relating to environmental conditions, crimes: harassment, noise, ASB). We categorically do not share your personal information with any marketing companies or use it in house for marketing of goods or services to you. Any personal information provided by clients is used solely to protect the legitimate interests of Noisedirect and either:

- to enable a contract to be formed or
- for the performance of a contract

148. Our website Privacy Policy and contractual Terms and Conditions make clear our commitment to safeguarding your personal data. The Company is committed to ensuring that your privacy is protected. We practice a proactive policy of Data Minimisation – collecting as little information as possible and using it sparingly and employing pseudonymisation / anonymisation of Data wherever possible. For this reason, we also use pseudonymisation / anonymisation in the form of Alpha Numeric ID for all our personnel, third party suppliers and contractors wherever possible. Should we ask you to provide certain information by which you can be identified, when using our website or our services, then you can be assured that it will be used in accordance with our privacy statement and legal requirements

149. We do not sell client databases or personal information to third parties for telemarketing or for other commercial purposes. We collect basic information such as:

- Name
- Contact information including static and electronic (email) address
- Demographic information such as postcode
- Details of issues relating to properties or issues that you require assistance with

150. Calls to and from our switchboard and communications network may be recorded for the formation or performance of a contract and or for training purposes. Our recordings are usually held for a maximum period of six months.

151. We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic, and managerial procedures to safeguard and keep secure any information we hold on you.

152. All electronic and paper copies of personal data are held for a short a time as possible. We electronically secure delete and shred abortive service requests weekly/monthly. All other personal data is kept in most cases for the duration of the service and for at least one year afterwards and in limited instances for a maximum of three years (in accordance with financial regulations and other statutory requirements). Where money is owed on the account, details will be kept for as long as the case is active, or the debt remains unpaid.

153. You may choose to restrict the collection or use of your personal information in the following ways:

154. You may request details of personal information, which we hold about you under the DPA 2018 and GDPR. We reserve the right to charge "reasonable" fees for manifestly unfounded or excessive requests. If you would like a copy of the information held on you, please write to us at: **PO BOX 77 Kent BR8 9XA**.

155. We will respond within one calendar month of receiving your request. It will greatly assist us if you can be specific about what personal data you want to see, what it relates to, and the timeframe to which it relates, as that will assist our search.

156. You have the right to correct information that we hold. You may also withdraw your consent to use any information that was previously provided with your consent. If you believe that any information, we are holding on you is incorrect or incomplete, please write to us as soon as possible, at the above address. We will promptly correct any information / respond to your request. Please also advise us if you wish to withdraw any consent previously given.

157. Further information on your rights about Data Protection law is available on the Information Commissioner's Office (ICO) website:

EQUALITY ACT 2010

158. In accordance with the provisions of the Equality Act 2010, Data Protection Act 2018, and GDPR, and to comply with the Company's Equality and Diversity Policy and in order to become more diverse and inclusive, we positively promote the use of gender neutral language including job titles and pronouns when referring to individuals. The gender neutral title 'Mx' is used alongside traditional titles on all forms and databases wherever possible, alongside gender neutral pronouns including 'ze, hir, hirs'; 'xe, xem, xyr'; 'ze, zir, zirs; and 'they, them, their'. When communicating with us please let us know if you have any preferred pronouns.

HEALTH & SAFETY

159. We provide much of our services through peripatetic working; often at client locations and arrange most meetings at client locations or on site at properties. As part of our risk assessment, our personnel are issued with protective safety and security equipment (stab and bullet proof vest, bodycam, PPE) and maintain a safe distance throughout inspections. We ask all external contractors / suppliers to ensure they use PPE.

160. Please ensure that you maintain social distancing during inspections and where possible leave garden doors and windows open to ventilate the property. If you or anyone in your household is displaying signs of any infectious illness, or if you are aware that anyone is symptomatic or asymptomatic, has recently undergone any testing for a communicable disease, has been exposed to hazardous or dangerous substances, then please immediately make our office aware, as we may have to defer or reschedule an assessment, inspection, repairs or delivery.

161. As we share our offices with other businesses, we do not provide drop in services for clients at our offices; due to the potential for disruption to other businesses and to safeguard our personnel and others from injury or harm.

162. To further protect our personnel from cyber trolling, stalking or harassment, we also use pseudonymisation / anonymisation in the form of Alpha Numeric ID for all our personnel and do not provide names of our personnel and or personal CV's which have the potential to be used for identity fraud or theft.

163. Any threats to turn up at our offices to confront our personnel and or film or record our staff will be deemed as threatening and potential harassment and we reserve the right to report the matter to the police.

164. If our personnel receive any threats whilst at client locations / properties or any offensive or dangerous items or substances are observed in the possession of clients and or if our personnel perceive that there is a potential for a situation to escalate, which could lead to injury or harm, then our personnel will immediately leave the location.

RIGHT TO PROTECT OUR LEGITIMATE INTERESTS

165. We have a policy of **never** procuring products or services from any company that engages in destructive and disruptive commercial practices using junk marketing letters and emails, cold calling, and other forms of targeted bombardment.

166. **DPA 2018 and Cease and Desist Notice:** For the avoidance of doubt a general service enquiry, order, or use of any service by the company (or its stand alone portals) including any publicly available company information should not be construed as acceptance to harvest or store any personal data or receive unsolicited marketing emails, digital, telephone or other marketing approaches, newsletters either by the recipient or from any third party agents/associates. If you use disreputable practices to harvest our electronic or static addresses from web searches along with personal information of any of our personnel or elect to use the services of disreputable companies specialising in junk mail and email marketing campaigns to contact us, then we will take appropriate action to protect our legitimate interests.

167. The identification, removal, and deletion of junk letters, and emails impacts significantly on our personnel time not only to remove all junk marketing mail and emails, which are received across a number and range of static addresses and electronic communication equipment, but in locating and verifying sender's company details, physical and electronic addresses, along with reporting junk emails to the Administrator of the network where the email originates and blocking of spam / junk or unsolicited emails. For direct marketing mail in the form of letters, we incur staff time costs in opening, reading and returning unsolicited junk mail. In addition, we incur printing, packaging, and postage costs from sending paper copies of Cease and Desist Notices to sender's physical / registered addresses.

168. For the avoidance of doubt this section of our Terms And Conditions should be deemed as a public: **Cease and Desist Notice** to any individual, sole trader, company or agency; that with effect from 23 May 2018 if we receive any further unsolicited, junk marketing letters, chain emails, newsletters or emails from any individual, sole trader, company, agency or any of your subsidiaries/agents or third parties associated with you, to any of our email addresses (or static addresses) associated with any of our Company domain names, this will incur an administrative charge of £50.00 (plus VAT) per item (letter, email. newsletter etc).

169. If we continue to receive unsolicited junk marketing mail, chain mail, newsletters, emails or direct mail and or contact, contrary and in breach of data protection legislation pursuant to GDPR and DPA 2018 and our express wish not to receive unsolicited junk marketing mail, newsletters and emails for goods and services, which we have never subscribed to and have no interest in then, we will refer the matter to the ICO and or seek an independent legal remedy to protect our legitimate interests.

A Cancellation Form is attached overleaf for the cancellation of a distance or off-premises contract within the 14 day cancellation period, pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; where cancellation rights have not been waived and a service has not been requested to commence within the 14 day cooling off period.

CANCELLATION FORM

SANCTUM CONSULTANTS
USING OUR KNOWLEDGE ON YOUR BEHALF
www.SanctumConsultants.co.uk
#StaySafe | #StayStrong | #Public Health

Only use this Cancellation Form where you wish to cancel a service of a distance or off-premises contract within the **14 day** cancellation period pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please return the completed Cancellation Form to: **PO Box 77 Kent BR8 9XA**

From: Consumer	Name	
	Address	
	Postcode:	
	Telephone number:	
	Email:	
I/We hereby give notice that **I/We** cancel **my/our** contract of the supply of the following service(s). Tick as appropriate or provide details.	☐ Entry Clearance Inspection ☐ Nuisance /Acoustic Assessment Inspection ☐ Fixed fee Expert Services ☐ Advice Direct Telephone consultation ☐ Other: (Add details of service include date service booked via website or letter / email from Sanctum Consultants confirming service)	
Date Service Ordered:		
Date Service Received:		
Signature of Consumer:		
Date of Signature:		

Where a Service is provided during the 14 day cooling-off period: If you ask for a service to start during the cooling off period and the service is completed during that time, you will lose the right to cancel the contract. You will lose the right to cancel if you:

- **asked for the service to start during the cooling off period, and**
- **acknowledged that you will lose the right to cancel if we complete the work in that time.**

Where part of a Service is carried out during the cooling-off period: If you specifically ask for a service to start straight away, or within the next 14 days after reading our Terms and Conditions, (about time periods and procedures for cancelling and also that you may have to pay reasonable costs); if you cancel, then you will have to pay for the part of the service which has been supplied, including any cancellations fees.

#StaySafe | #StayStrong | #PublicHealth