



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made between the following parties:

CLIENT

As per Client Customer Care Information
(the "Client")

CONSULTANT

Snapshot Property Inspection Ltd
272 Bath St Glasgow, G2 4JR
(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - I. Inspect The property and provide a condition report for defects rectification; and
 - II. Undertake testing to elements of the building as per the service items selected and paid for by the client.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to comply with termination clauses and provide written notice to the other Party as per *Cancellation and Refund Policy Clause*.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

PAYMENT

7. The Consultant will charge the Client a flat fee as per selected services and the item chargeable rate for the Services (the "Payment").
8. The Client will be invoiced as follows:
 - I. Payment is to be made "Up Front" or Balance "On The Day" with Deposit made "Up Front"
9. Invoices submitted by the Consultant to the Client are due upon receipt.
10. The above Payment attracts no further Value Added Tax (VAT).
11. The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Consultant will indemnify the Client in respect of any such payments required to be made by the Client.
12. Payment handling services are authorised acting as agent to process, hold and settle transaction "Stripe Payments UK, Ltd, ("*SPUKL*"), and authorised Payment service terms .
13. Payments made to Snapshot Property Inspection Ltd for Services shall show on your Bank Statement as "**SnapshotPI.**"
14. Customers receive invoice for works paid up front inclusive of all charges as per current rates supplied by secure encrypted and authorised "**Stripe**" payment merchant.

REIMBURSEMENT OF EXPENSES

15. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services. The Consultant will only be reimbursed for expenses submitted according to the following guidelines:
 - I. The Consultant will be reimbursed for reasonable expenses incurred, exclusive of any works carried out, either in part or in full, which shall be payable at the rates agreed or where no agreement is reached a statutory rate of £30.00 p/h, *where the works are not accessible and or no notification has been given in good time* in accordance with the terms and conditions, not exceeding £100.00 per attendance, where outwith the Consultants reasonable control, and is deemed payable immediately prior to further resumption of works.
 - II. Cancellation of services to be made in "Good time" which is deemed to be equal to or exceeding 24hrs prior to the originally scheduled works taking place.

PENALTIES FOR LATE PAYMENT

16. Interest payable on any overdue amounts under this Agreement is at a rate of 2.50% above the Bank of England base rate per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

17. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

18. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
19. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

20. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
21. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

RETURN OF PROPERTY

22. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

23. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

24. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
25. In the event that the Consultant hires a sub-contractor:
 - I. The Consultant will pay the sub-contractor for its services and the Rates for Services will remain payable by the Client to the Consultant.
 - II. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

26. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

27. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

28. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

29. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. As per Client Customer Care Information

b. Snapshot Property Inspection Ltd
272 Bath Street, Glasgow, G2 4JR
Registered in Scotland SC673673

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

30. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

NON ATTENDANCE

31. Un-informed, Non-attendance by the client following scheduled service provision will invoke a mandatory charge of upto amount (as per CL15), this is in addition to the already paid for "up front" fees for services "incomplete" . the monies are due immediately and no further services may be undertaken until payment is made in full, the fee is negotiable at the discretion of the Consultant, normal services may be re-scheduled following payment in full of the mandatory Non-attendance charge.
32. Agreed Non-Attendance will attract no mandatory fee, re-scheduling the works to a mutually beneficial alternative time and date.

CLIENT REQUIREMENTS

33. Property to be clear of furniture, to enable unobstructed access throughout the property, with limited non-essential persons in the vicinity where practicable, where furniture is obstructive, limited access surveying will be carried out.

Pets to be kept to isolated areas and not free to roam during inspection & testing.

Clients electrical supply to be fully operational, during testing service interruptions are likely and periodic loss of supply is expected, Snapshot Property Inspection Ltd will not accept loss of any kind, and the client indemnifies the Consultant in respect of any claim whatsoever relating to such occurrences.

Client to ensure that the Consultant is afforded the time necessary to carry out the works, Inspection and testing which may be 8hrs or more at any given visit depending on the nature of services selected, should the Client stop works for any reason, the full amount becomes payable and due, and the Consultant is due to be reimbursed pursuant to clause 12.

Windows, doors and any lockable access points, cupboards or electrical distribution boards are to be freely accessible for the duration of the service provision.

Should the Inspection, goods & services be unable to be fulfilled due to client intervention, termination of service or failure to ensure adequate access provision, the Consultant has the right to provide an incomplete report or withhold any or all part of the service, with the option to follow up the omitted details as a *non-standard* charge on an hourly basis at the rate of £30.00 p/h or negotiable rate at the discretion of the Consultant and in agreement with the Client.

MODIFICATION OF AGREEMENT

34. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

CANCELLATION & REFUND POLICY

35. Subject to Clauses regarding "Payment" & "Re-imbusement of expenses" if you are a consumer, you have a statutory right to cancel the Service(s) within 14 days and receive a full refund.
36. Once we have completed the Services(s) or part thereof you have lost your statutory right to cancel the Service(s) and receive a refund, even if the 14 day period is still running.
37. If you cancel the Service(s) after we have started performing them, you must pay us for the Service(s) provided up until the time that you tell us you have changed your mind, including reasonable expenses incurred by the "Consultant" .
38. If you want to cancel the Service(s) in accordance with "Cancellation & Refund Policy" let us know by doing one of the following.
- I. Contact us via our email at Contact@SnapshotPI.co.uk
 - II. Complete Online form at the bottom of the website page <https://www.SnapshotPI.co.uk>
39. The Consultant has the right to cancel the services in full or in part, where a material breach is deemed to have taken place in the terms of the agreement, cancellation may be invoked at the Consultants discretion where the Consultant deems it necessary, in circumstances such as, although not limited to, (*threatening or abusive behavior, safety risk, excessive noise likely to cause hearing damage, exposure to dangerous gasses, chemicals or other particulates, practices which may endanger the consultant, inability to complete works through intervention, co-ordination failure of trades or failure of the client to provide necessary required details to competently carry out the paid for service*), without obligation, limitation and without penalty, *recourse or requirement to fulfill any further provision in part or in whole services or goods subscribed by the Client.*
40. Cancellation of services to be made in "Good time" which is deemed to be equal to or exceeding 24hrs prior to the originally scheduled works taking place otherwise Cl 15 is applicable.

TIME OF THE ESSENCE

41. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

42. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

43. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

44. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

45. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

46. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

47. This Agreement will be governed by and construed in accordance with the laws of Scotland.

SEVERABILITY

48. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

49. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

The Parties have duly affixed their agreement as per the terms and conditions set herein, accepted by the Client by completing payment for goods either in part or in whole for services via electronic means including but not limited to website, electronic payment services and manual or in person payment services.

Client Name

As Customer Contact and Agreement submitted via Website (SnapshotPI.co.uk)

Date: As at Date of Services Payment

Simon Arnold (Managing Director)

Snapshot Property Inspection Ltd

Registered In Scotland SC673673

272 Bath St, Glasgow, G2 4JR

Date: As at Date of Services Payment