**Terms & Conditions Online Consumer Inspections Services**

**V August 2020**

Independent **Inspections**

At times, parties involved in a dispute need a little extra help in order to reach a resolution. If you are in dispute with a business that is not a member of the Ombudsman, we can provide inspections services.

There are a range of inspections that consumers can commission so as to provide evidence to back up their case. These inspections can be found in a comparison table for your ease of reference.

Please note that if the business is a full member of The Ombudsman, then we are unable to carry out this service as our full alternative dispute resolution service is available to parties in this instance.

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**Our terms**

1. **These terms**
   1. **What these terms cover**. These are the terms and conditions on which we supply our inspection services to you (the “services”).
   2. **Why you should read them**. Please read these terms carefully before you submit your Application Form to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
2. **Information about us and how to contact us**
   1. **Who we are**. We are Dispute Resolution Ombudsman Limited a company registered in England and Wales. Our company registration number is 8945616 and our registered office is at Premier House, First Floor, 1-5 Argyle Way, Stevenage, Hertfordshire, SG1 2AD
   2. **How to contact us**. You can contact us by telephoning our customer service team at 0333 241 3209 or by writing to us at [info@fhio.org](mailto:info@fhio.org).
   3. **How we may contact you**. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Application Form.
   4. **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.
3. **Our contract with you**
   1. **How we will accept your order**. Our acceptance of your order will take place when your signed Application Form and payment has been received, at which point a contract will come into existence between you and us.
   2. **If we cannot accept your order**. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the services. This might be because of the availability of our inspectors, the subject matter of the inspection is not one that we are able to cover or because we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline you have specified.
   3. **Your reference number**. We will assign a reference number to your order and tell you what it is when we accept your order. It will help us if you can tell us the reference number whenever you contact us about your order.
4. **Our Services**
   1. You will be asked to fill out an Application Form (the “Application Form”) providing information as to the nature of the goods or services to be inspected. More information as to the inspection services can be found at our website [*www.fhio.org/page/independent-inspection*](http://www.fhio.org/page/independent-inspection). These terms and conditions should be read in conjunction with the information contained in the Application Form.
   2. We use third-party inspectors (“inspectors”) to carry out the services and we will inform you of the identity of the person or inspection entity who will be carrying out your inspection.
   3. Please note that if the business is a full member of The Ombudsman, then we are unable to carry out this service as our full alternative dispute resolution service is available to parties in this instance.
5. **Your rights to make changes**

If you wish to make a change to the service you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

1. **Our rights to make changes**
   1. **Minor changes to the services**. We may change the services:
      1. to reflect changes in relevant laws and regulatory requirements; and
      2. to implement minor technical adjustments and improvements, for example in the way we deliver a report to you;
      3. to change the identity of the inspector or inspection entity assigned to carry out your inspection.
   2. **More significant changes to the services and these terms**. In addition, as we informed you in the description of the services on our website, we may make the following changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received:
      1. Price
      2. Time for carrying out the services
2. **Providing the services**
   1. **When we will provide the services**.

The estimated completion date for the services is as told to you during the order process.

* 1. **We are not responsible for delays outside our control**. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.
  2. **If you do not allow us access to provide services**. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the report late or not supplying any part of the services if this is caused by you not giving us the access to carry out the inspection within a reasonable time of us asking for it.

**What will happen if you do not give required information to us**. We may need certain information from you so that we can supply the services to you as per the Application Form. If you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the report late or not supplying any part of the services if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

1. **Your rights to end the contract**
   1. **You can always end your contract with us**. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
      1. **If there is a problem with the services**, **see** clause 11;
      2. **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
      3. **If you have just changed your mind about the services, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.
   2. **Ending the contract because of something we have done or are going to do**. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:
      1. we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 6.2);
      2. we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
      3. there is a risk that supply of the services may be significantly delayed because of events outside our control;
      4. we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
      5. you have a legal right to end the contract because of something we have done wrong.
   3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013)**. For most services bought online or over the telephone you have a legal right to change your mind within 14 days beginning on the day after you enter into this contract and receive a refund. Please contact us to exercise this right either via email, telephone or by post. You may use the Model Cancellation Form at **Annex A**, but you don’t have to.
   4. **When you don't have the right to change your mind**. You do not have a right to change your mind in respect of the services:

Once these have been arranged or completed, if you ask us to carry out the services within the cancellation period.

In making this request, you acknowledge that the services will be completed either in whole or in part and we are able to charge for the services that we have carried out. We will ask you to sign the acknowledgement at **Annex B**.

1. **How to end the contract with us (including if you have changed your mind):** Please contact us to exercise this right either via email, telephone or by post. You may use the Model Cancellation Form at **Annex A**, but you don’t have to.
   1. **How we will refund you**. We will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.
   2. **Deductions from refunds if you are exercising your right to change your mind**. If you are exercising your right to change your mind:

we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

1. **Our rights to end the contract**
   1. **We may end the contract if you break it**. We may end the contract for a service at any time by writing to you if:
      1. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
      2. you do not, within a reasonable time, allow us access to your premises to supply the service;
      3. If you have supplied us with incorrect information which makes the carrying out of the inspection impossible or significantly different to that which was originally contracted for.
2. **If there is a problem with the services**
   1. **How to tell us about problems**. If you have any questions or complaints about the services, please contact us. You can telephone our customer service team at 0333 241 3209 or write to us at [info@fhio.org](mailto:info@fhio.org); Premier House, First Floor, 1-5 Argyle Way, Stevenage, Hertfordshire, SG1 2AD
   2. Please note the inspectors used by us and the reports they produce are independent and it is possible that the report will not support your claim. **We will not provide a refund for the services if you disagree with the content of the report.**
3. **Price and payment**
   1. **Where to find the price for the services**. The price of the services (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the services advised to you is correct. However please see clause 8.2 for what happens if we discover an error in the price of the services you order.
   2. **We will pass on changes in the rate of VAT**. If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
   3. **When you must pay and how you must pay**. We accept payment with Visa, Mastercard, Cheque or BACs payment. Please either return payment with the Application Form or Contact Us**. Please note that we will not arrange the inspection until payment has been received in full.**
4. **Our responsibility for loss or damage suffered by you**
   1. **We are responsible to you for foreseeable loss and damage caused by us**. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
   2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
   3. **When we are liable for damage to your property**. Please note that our inspection is visual in nature and our inspectors will not carry out any destructive testing. If you consider any damage has been caused during the course of carrying out the inspection, please report this to us as soon as possible, providing photographs and full details of the damage. We will discuss this with the inspector and any established damage so caused will be made good. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
5. **How we may use your personal information**
   1. **How we may use your personal information**. We will only use your personal information as set out in our [privacy policy](https://www.disputeresolutionombudsman.org/page/privacy-policy).
6. **Other important terms**
   1. **We may transfer this agreement to someone else**. We may transfer our rights and obligations under these terms to another organisation.
   2. **You need our consent to transfer your rights to someone else**. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
   3. **Nobody else has any rights under this**. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
   4. **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
   5. **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
   6. **Which laws apply to this contract and where you may bring legal proceedings**. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

**Annex A Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

Dispute Resolution Ombudsman Limited, Premier House, First Floor, 1-5 Argyle Way, Stevenage, Hertfordshire, SG1 2AD. You can contact us by telephoning our customer service team at 0333 241 3209 or by writing to us at [info@fhio.org](mailto:info@fhio.org).

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] for the supply of the following service [\*],

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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**Annex B Waiver of Cancellation Rights**

*(We will ask you to complete this form if you request that the services commence within the 14-day cooling off period).*

I request that the services commence and for the inspection to take place within the 14 day cooling off period and I understand that in making this request, my right to cancel will be affected and that Dispute Resolution Ombudsman Ltd are able to charge for the services that they have carried out. If the report has been delivered within this period, Dispute Resolution Ombudsman Ltd will be able to charge in full. In the event the only the inspection has taken place, I understand that the charge will reflect the costs incurred from the inspection, including the consultant’s fee and expenses plus a reasonable administration charge.

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate