



TERMS AND CONDITIONS OF BUSINESS

Effective from: 7 July 2026

Version 1.0

1. Who We Are

These Terms and Conditions ("Terms") govern the provision of construction consultancy services by Hendrik Michael Ltd ("we", "us", "our", "the Company") to any individual or organisation that engages us ("you", "the Client").

Company name	Hendrik Michael Ltd
Company registration number	13275514 (England and Wales)
Registered address	52 High Street, Twyford, Reading, RG10 9AQ, United Kingdom
Email	info@hendrikmichael.com
Telephone	+44 7881 786294

By booking a service, confirming an inspection date, or making payment, you agree to be bound by these Terms. If you do not agree to these Terms, please do not book our services.

2. Our Services

Hendrik Michael Ltd provides independent construction consultancy services to homeowners, self-builders, property investors, and small builders. Our current services include:

- New Build Snagging Inspections — a visual, non-invasive inspection of a new build property identifying defects, non-compliant workmanship, and items requiring builder attention.
- Residential Property Inspections — a visual, non-invasive pre-purchase inspection of an existing or resale property, highlighting visible defects, maintenance issues, and any items warranting further specialist assessment.
- Builder Quote Review — an independent review of quotation(s) provided to you by a builder or contractor, identifying scope gaps, pricing concerns, and questions to raise.
- Such other services as we may agree with you in writing from time to time.

We are an independent consultancy. We are not employed by, and have no financial relationship with, the developer, builder, contractor, or any other party involved in your project unless explicitly disclosed to you in writing.

3. What Our Services Are — and Are Not

This section is important and we ask that you read it carefully before booking.

3.1 Snagging Inspections

- Our inspection is a visual, non-invasive assessment of readily accessible areas of the property, carried out at the time of the visit only.

- We do not lift carpets or flooring, move furniture or fixed fittings, dismantle any part of the building, or test the operation of every mechanical, electrical, or plumbing system beyond basic functional checks.
- We do not inspect areas that are inaccessible, obstructed, or unsafe to access at the time of the visit.
- Our inspection is not a structural survey, a building control inspection, a warranty inspection (e.g. NHBC), or a valuation, and must not be relied upon as such.
- Our report reflects the condition of the property as visually observed on the date of inspection only. We accept no responsibility for defects that develop, become apparent, or are concealed after that date.
- Identification of a defect in our report does not guarantee that the builder or developer will accept, agree with, or remedy that defect. Any dispute regarding remedial works is between you and the builder/developer.

3.2 Residential Property Inspections

- Our inspection is a visual, non-invasive assessment of readily accessible areas of the property, carried out at the time of the visit only.
- We do not lift carpets or flooring, move furniture or fixed fittings, dismantle any part of the building, or test the operation of every mechanical, electrical, or plumbing system beyond basic functional checks.
- We do not inspect areas that are inaccessible, obstructed, or unsafe to access at the time of the visit.
- Our inspection is not a structural survey, a damp and timber survey, a RICS Home Survey (Level 2/3) or Building Survey, or a valuation, and must not be relied upon as such.
- Our report reflects the condition of the property as visually observed on the date of inspection only. We accept no responsibility for defects that develop, become apparent, or are concealed after that date.
- Where we identify an item that we recommend a specialist assess further (for example, suspected damp, structural movement, or electrical concerns), that assessment is outside the scope of this report. We do not diagnose the cause, extent, or remedy of such items — our role is limited to visually flagging them for your attention, and arranging any recommended specialist assessment is your responsibility.
- Identification of an item in our report does not guarantee that any current owner, vendor, or contractor will accept, agree with, or remedy it. Any dispute regarding remedial works is between you and the relevant party.

3.3 Builder Quote Reviews

- Our review is an independent professional opinion based on the information and documentation you provide to us. We do not visit the site as part of a Quote Review unless separately agreed and charged.

- Our review does not constitute a structural design check, a Building Regulations compliance check, or a guarantee that the quoted price represents the lowest or best available price in the market.

3.4 General

- Nothing in our reports or advice constitutes legal, financial, structural engineering, or architectural advice. Where such advice is required, we will recommend you seek it from an appropriately qualified professional.
- Our reports are prepared for the sole use of the Client named on the booking. They must not be relied upon by any third party without our prior written consent, and we accept no liability to any third party who relies on our reports.

4. Booking and Payment

4.1 Booking

- Bookings are confirmed once we have received your booking details and, where applicable, a deposit or full payment as specified at the time of booking.
- You are responsible for arranging safe and lawful access to the property for the agreed inspection date and time, including any consent required from a developer, builder, site manager, or occupier.

4.2 Fees

- Our current fees are set out in our published Service Catalogue or in the individual quotation provided to you. All prices are quoted in GBP. Hendrik Michael Ltd is not currently VAT registered, so no VAT is charged.
- Payment is due as specified on your invoice. Unless otherwise agreed in writing, payment is due prior to or on the day of inspection, and reports will not be released until payment has been received in full.

4.3 Cancellation and Rescheduling — By You

- You may reschedule or cancel a booking free of charge with at least 48 hours' notice before the scheduled appointment.
- Cancellations or rescheduling requests made with less than 48 hours' notice may incur a charge of up to 50% of the agreed fee, to reflect time reserved and travel arranged.
- If we attend a property at the agreed time and are unable to gain access through no fault of our own, the full fee remains payable.

4.4 Your Right to Cancel (Consumer Contracts)

If you are a consumer (i.e. booking in a personal, non-business capacity) and you booked our services online, by phone, or other means without both parties being physically present together at the time of booking, you ordinarily have a legal right to cancel within 14 days of booking under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

- If you ask us to carry out the inspection or review within that 14-day period, you expressly agree that we may begin work before the cancellation period ends, and you acknowledge that once the service has been fully performed, you lose your right to cancel.
- If you cancel before the service has been fully performed, you will be charged a reasonable amount for the work carried out up to the point of cancellation.

4.5 Cancellation — By Us

We reserve the right to reschedule or cancel an appointment due to circumstances beyond our reasonable control (see Section 9, Force Majeure) or for health and safety reasons if the site is not safe to inspect. In such cases we will offer the earliest available alternative date, or a full refund of any fees paid, at your choice.

5. Report Delivery

- Reports will be delivered by email in PDF format within the timeframe stated at the time of booking (typically within 48 hours of inspection, unless otherwise agreed).
- Reports remain the intellectual property of Hendrik Michael Ltd. You are granted a licence to use the report for your own personal or business purposes in connection with the property inspected, including sharing it with the relevant builder, developer, or your legal representative.
- You may not resell, publish, or use our reports for marketing purposes without our prior written consent.

6. Client Responsibilities

To enable us to deliver our services, you agree to:

- Provide accurate information about the property, project, and access arrangements.
- Arrange safe access to the property, including any required permissions from third parties (developer, site manager, occupier).
- Ensure the site is safe to enter. Where a live construction site is involved, appropriate PPE requirements will be confirmed at time of booking and it is your responsibility to notify us of any site-specific safety requirements in advance.
- Provide any documentation reasonably requested (e.g. builder quotations, plans, contracts) in good time for a Quote Review.

7. Our Liability and Insurance

7.1 Insurance

Hendrik Michael Ltd holds the following insurance cover:

Professional Indemnity Insurance	£500,000 any one claim, held with AXA XL Insurance Company UK Limited (Policy Ref: PQ0739379)
Public Liability Insurance	£1,000,000, held with AXA Insurance UK plc, arranged via Simply Business (Policy Ref: AXBI4127538XB)

7.2 Limitation of Liability

- We will provide our services with reasonable care and skill, in line with recognised UK construction industry practice.
- Our total liability to you arising out of or in connection with our services, whether in contract, tort (including negligence), or otherwise, shall not exceed the level of our Professional Indemnity insurance cover in force at the relevant time, or the total fees paid by you for the service in question, whichever is greater.
- We do not exclude or limit our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited under English law.
- We are not liable for any indirect or consequential loss, including loss of profit, loss of opportunity, or costs incurred in connection with delays to your project that are not directly caused by our negligence.
- Our reports reflect a professional opinion formed from a visual inspection at a single point in time. They are not, and must not be relied upon as, a guarantee or warranty regarding the condition of the property, in line with the terms of our insurance cover.

8. Complaints

We are committed to providing a high standard of service. If you are unhappy with any aspect of our service, please contact us in writing at info@hendrikmichael.com within 14 days of report delivery, setting out your concerns. We will acknowledge your complaint within 5 working days and aim to resolve it within 21 days.

9. Force Majeure

We shall not be liable for any failure or delay in performing our obligations where such failure or delay results from circumstances beyond our reasonable control, including but not limited to extreme weather, illness, transport disruption, or site closure.

10. Data Protection

We process personal data in accordance with UK GDPR and the Data Protection Act 2018. Full details are set out in our separate Privacy Policy, available at www.hendrikmichael.com/privacy-policy or on request.

11. General

- **Entire Agreement:** These Terms, together with your booking confirmation and any written quotation, form the entire agreement between us regarding the services booked.
- **Variation:** We may update these Terms from time to time. The Terms in force at the time of your booking will apply to that booking.
- **Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions shall continue in full force.
- **Governing Law:** These Terms are governed by the laws of England and Wales, and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.