

PROPERTY +
CONSTRUCTION
ADVISERS



Terms and Conditions

Jones Melling Limited

info@jonesmelling.co.uk

jonesmelling.co.uk





The customer's attention is particularly drawn to the provisions of clause 8 (limitation of liability).

1.0 Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

1.2 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment).

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.5.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person or firm who purchases Services from the Supplier.

Customer Default: has the meaning set out in clause 4.2.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Data subject, controller, processor, personal data, personal data breach, processing and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the Data Protection Legislation.

Deliverables: the deliverables as set out in the Service Proposal Letter produced by the Supplier for the Customer.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and

service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out in the Service Proposal Letter.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Service Proposal Letter: the description or specification of the Services provided in writing by the Supplier to the Customer.

Supplier: Jones Melling Limited registered in England and Wales with company number 06879418 whose registered address is The Chambers, 54 Guildhall Street, Preston, PR1 3NU.

Supplier Materials: has the meaning set out in clause 4.1.8.

1.3 Interpretation:

1.3.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3.3 A reference to **writing** or **written** includes email but not fax.

2.0 Basis Of Contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).



- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

3.0 Supply Of Services

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Service Proposal Letter in all material respects.
- 3.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in Service Proposal Letter, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier agrees that the Services will be provided using the reasonable care and skill to be expected of a properly qualified and competent consultant experienced in carrying out works of a similar nature, size, scope and complexity of the Services.

4.0 Customer's Obligations

- 4.1 The Customer shall:
 - 4.1.1 ensure that the terms of the Order and any information it provides in the Specification/ Service Proposal Letter are complete and accurate;
 - 4.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - 4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

- 4.1.5 prepare the Customer's premises for the supply of the Services;
- 4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 4.1.7 comply with all applicable laws, including health and safety laws;
- 4.1.8 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- 4.1.9 comply with any additional obligations as set out in the Specification;
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.3 the Customer shall reimburse the Supplier on demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5.0 Charges And Payment

- 5.1 The Charges for the Services shall be set out in the Service Proposal Letter and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. The Supplier will endeavour to include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and



for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

- 5.3 The Charges contained in the Service Proposal Letter (and/or any figure which may be quoted by the Supplier in the future) are an estimate only and does not account for any unknown factors. The Supplier reserves the right to increase the Charges if any work needs to be done out of normal working hours or becomes more complex than it appears to be or requires an unusual degree of urgency - if this occurs Supplier will notify the Customer.
- 5.4 The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 5.5 The Supplier shall invoice the Customer on completion of the Services or as otherwise decided by the Supplier.
- 5.6 The Customer shall pay each invoice submitted by the Supplier:
- 5.6.1 within 14 days of the date of the invoice or as otherwise agreed in writing between the Supplier and the Customer; and
- 5.6.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- time for payment shall be of the essence of the Contract.
- 5.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.0 Intellectual Property Rights

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 6.2 The Supplier grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.
- 6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.
- 6.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

7.0 Data Protection

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 7, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
- 7.3 Without prejudice to the generality of clause 7.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract.
- 7.4 Without prejudice to the generality of clause 7.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:



- 7.4.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 7.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 7.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 7.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 7.4.4.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
- 7.4.4.2 the data subject has enforceable rights and effective legal remedies;
- 7.4.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- 7.4.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 7.4.5 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 7.4.6 notify the Customer without undue delay on becoming aware of a personal data breach;
- 7.4.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- 7.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- ## 8.0 Limitation Of Liability
- 8.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims or series of claims arising out of the same occurrence or series of occurrences not exceeding £5,000,000.00. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 8.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 8.2.1 death or personal injury caused by negligence;
- 8.2.2 a deliberate breach of the Contract and/or these terms and conditions by the Customer;
- 8.2.3 fraud or fraudulent misrepresentation; and
- 8.2.4 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.3 Subject to clause 8.2, the Supplier's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 8.4 In clause 8.3:
- 8.4.1 **cap.** The cap is the greater of £5,000,000 and or the amount of any applicable professional indemnity insurance held by the Supplier which is valid in respect of the relevant liability.
- 8.4.2 **contract year.** A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it.



- 8.5 This clause 8.5 sets out specific heads of excluded:
- 8.5.1 Subject to clause 8.2, the types of loss listed in clause 8.5.3 are wholly excluded by the Supplier.
- 8.5.2 If any loss falls into one or more of the categories in clause 8.5.3 and also falls into a category, or is specified, in clause 8.6, then it is not excluded.
- 8.5.3 The following types of loss are wholly excluded:
- 8.5.3.1 Loss of profits;
- 8.5.3.2 Loss of sales or business;
- 8.5.3.3 Loss of agreements or contracts;
- 8.5.3.4 Loss of anticipated savings;
- 8.5.3.5 Loss of use or corruption of software, data or information;
- 8.5.3.6 Loss of or damage to goodwill; and
- 8.5.3.7 Indirect or consequential loss.
- 8.6 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.7 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.8 The Supplier is not responsible for giving advice on whether the Customer should proceed with any transaction from a commercial perspective.
- 8.9 This clause 8 shall survive termination of the Contract.

9.0 Termination

- 9.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract by giving to the Customer not less than 14 days written notice.
- 9.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract by giving to the Supplier not less than three months written notice.
- 9.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the other party if:

- 9.3.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- 9.3.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 9.3.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 9.3.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.4 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 9.4.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or.
- 9.4.2 there is a change of control of the Customer.
- 9.5 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.3.2 to clause 9.3.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

10. CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Contract however arising:
- 10.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 10.1.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not



been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. Complaints And Disputes

11.1 In the event that the Customer has a complaint, they will have access to the Supplier's complaints handling procedure a copy of which is available upon written request.

11.2 In the event of any disagreement, dispute or unresolved complaint between the Customer and the Supplier, either party may refer the dispute to an adjudicator. The adjudication shall be conducted in accordance with the Construction Industry Council Model Adjudication Procedure current at the time of entering into the Contract.

11.3 The parties shall bear their own costs of the dispute resolution procedure.

12. General

12.1 Force majeure.

The Supplier shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings.

12.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

12.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

12.3 Confidentiality.

12.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3.2.

12.3.2 Each party may disclose the other party's confidential information:

12.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

12.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire agreement.

12.4.1 The Contract together with these terms and conditions and any documents referred to therein constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

12.5 Variation.

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



12.6 Waiver.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices.

12.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address as advised by the parties from time to time.

12.8.2 Any notice or communication shall be deemed to have been received:

12.8.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

12.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

12.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.10 Governing law.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England.

12.11 Jurisdiction.

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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CONSTRUCTION
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info@jonesmelling.co.uk
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Jones Melling Limited is a Registered
Company in England and Wales: 6879418

Registered Office: The Chambers,
53 Guildhall Street, Preston PR1 3NU

Offices in:

Chester

47 Watergate
Row South
Chester
CH1 2LE

01244 637 741

London

3 Rosemont Road
Hampstead
London
NW3 6NG

02071 110 961

Preston

The Chambers
53 Guildhall Street
Preston
PR1 3NU

01772 301 982

PROPERTY +
CONSTRUCTION
ADVISERS



Terms and Conditions (Consumer)

Jones Melling Limited

info@jonesmelling.co.uk

jonesmelling.co.uk





Our terms

1.0 These Terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order 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.

2.0 Information About Us And How To Contact Us

- 2.1 **Who we are.** We are Jones Melling Limited a company registered in England and Wales. Our company registration number is 06879418 and our registered office is at The Chambers, 53 Guildhall Street, Preston, PR1 3NU.
- 2.2 **How to contact us.** You can contact us by telephoning our consumer service team at 01772 301 982 or by writing to us at the registered office detailed above or emailing info@jonesmelling.co.uk.
- 2.3 **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 order.
- 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3.0 Our Contract With You

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we tell you that we are able to provide you with the services, which we will also confirm in writing to you, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or description of the services.
- 3.3 **We only provide services within the UK.** Our website is solely for the promotion of our services in the UK. Unfortunately, we do not provide services to addresses outside the UK.

4.0 Your Rights To Make Changes

If you wish to make a change to the services 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 of the services, their timing 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.

5.0 Our Rights To Make Changes

- 5.1 **Minor changes to the services.** We may change the services:
 - 5.1.1 to reflect changes in relevant laws and regulatory requirements; and
 - 5.1.2 to implement minor adjustments, for example changing scope of the survey due to accessibility issues.
- 5.2 **Significant changes to these terms.** In addition, as we informed you in the description of the services. We may make significant changes to these terms, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

6.0 Providing The Services

- 6.1 **When we will provide the services.** We will supply the services to you from the agreed date until we have completed the services or until either you end the contract for the services as described in clause 7 or we end the contract by written notice to you as described in clause 8. The estimated completion date for the services is as set out to you during the order process.
- 6.2 **We are not responsible for delays outside our control.** If our performance of the services is affected 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.
- 6.3 **If you do not allow us access to provide services.** If you have asked us to provide the services to you at your property and you do not allow us access to your property 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 and clause 7.3 will apply.



6.4 **What will happen if you do not provide required information to us.** As we informed you in the service proposal letter, we will need certain information from you so that we can provide the services to you, for example, property address and details of tenure. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) 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 providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.5 **Reasons we may suspend the services.** We may have to suspend the services to:

6.5.1 update the services to reflect changes in relevant laws and regulatory requirements;

6.5.2 make changes to the services as requested by you or notified by us to you (see clause 5).

6.6 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 14 days in any period, we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for services not provided to you.

6.7 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 10.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 10.6). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 10.5).

7.0 Your Rights To End The Contract

7.1 **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at clauses 7.2.1 to 7.2.5 below, the contract will end immediately and we will refund you

in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

7.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to;

7.2.2 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;

7.2.3 there is a risk the services may be significantly delayed because of events outside our control;

7.2.4 we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 30 days; or

7.2.5 you have a legal right to end the contract because of something we have done wrong.

7.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you a percentage of the fee estimate depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your ending the contract.

8.0 Our Rights To End The Contract

8.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

8.1.1 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;

8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, property address and details of tenure;

8.1.3 you do not, within a reasonable time, give us access to your property to enable us to provide the services to you.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you a percentage of the fee estimate depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.

8.3 **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 14 days in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.



9.0 If There Is A Problem With The Services

- 9.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us using the contact information provided above.
- 9.2 Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

- 9.3 **Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee which is in addition to your legal rights (as described in clause 9.2) and does not affect them. In the unlikely event there is any defect with the services:
- 9.3.1 if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services.
- 9.3.2 in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can. If we fail to remedy the defect by this deadline we will refund the price you have paid for the services.
- 9.4 **Transferring our guarantee.** You may transfer our guarantee at clause 9.3 to a person who has acquired any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

10.0 Price And Payment

- 10.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you order.
- 10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide 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.
- 10.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.
- 10.4 **When you must pay and how you must pay.** We will either invoice you for the services when we have completed them, or we will invoice you in stages as agreed at the time the order being placed. You must pay each invoice within 14 calendar days after the date of the invoice. We accept payment via cheque, credit or debit card and electronic bank transfer.
- 10.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.



11.0 Our Responsibility For Loss Or Damage Suffered By You

- 11.1 **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 breaking this contract or our failing to use reasonable care and skill. 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.
- 11.2 **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; for breach of your legal rights in relation to the services as summarised at clause 9.2.
- 11.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. 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.
- 11.4 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.0 How We May Use Your Personal Information

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.

13.0 Other Important Terms

- 13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 13.2 **You may only transfer your rights under our guarantee to someone else.** You may only transfer your rights or your obligations under these terms to another person with our written consent. However, you do not need our consent to transfer the benefit of our guarantee in clause 9.3 (see clause 9.4).
- 13.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 9.3 in respect of our guarantee. Neither of us will need the consent of any person acquiring rights under our guarantee to end the contract or make any changes to these terms.
- 13.4 **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.
- 13.5 **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 or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 13.6 **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.
- 13.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Centre for Effective Dispute Resolution (CEDR) via their website at www.cedr.com.

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Registered Office: The Chambers,
53 Guildhall Street, Preston PR1 3NU

Offices in:

Chester

47 Watergate
Row South
Chester
CH1 2LE

01244 637 741

London

3 Rosemont Road
Hampstead
London
NW3 6NG

02071 110 961

Preston

The Chambers
53 Guildhall Street
Preston
PR1 3NU

01772 301 982

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Survey Limitations

Jones Melling Limited

info@jonesmelling.co.uk

jonesmelling.co.uk





These Survey Limitations form part of the Agreement between Jones, Melling Limited and the Client.

The Agreement is supported by the Client's signature which is evidenced on the Services Proposal letter which is referenced below, any additional Surveys carried out under this Agreement will also be subject to the limitations as set out below:

1.0 Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

1.2 Definitions:

Supplier's Report: the written report provided by the Supplier to the Customer following a standard survey.

1.3 Any other capitalised terms in this document have the same meaning as defined in clause 1.2 of the terms and conditions of the Supplier.

2.0 Building Services

- 2.1 The information provided to the Customer will be of a general level only.
- 2.2 The Supplier will not undertake to assess the efficiency of service installations or their compliance with current regulation.
- 2.3 The Customer will be informed if, in the opinion of the Supplier, a specialist consultant is required.
- 2.4 The information provided is not a guarantee that the property is free from defects other than those reported to the Customer, nor is it an insurance policy.
- 2.5 The Supplier will not carry out any destructive tests, break out or open up the structure, lift carpet or floorboards or move heavy or delicate furniture unless previously agreed with the Customer.
- 2.6 The Supplier is not qualified to assess the condition of leisure facilities such as tennis courts, swimming pools, gyms etc.

3.0 Accessibility

- 3.1 The Supplier will report on the general accessibility in, around and within the building or site however this should not be relied upon as a substitute a full access audit.

3.2 Where a building is occupied at the time of inspection, access to certain areas may be restricted or denied. In such event, the Supplier will confirm this in the report.

3.3 Where necessary, and on prior agreement with the Customer, the Supplier will arrange for the hire of vertical access equipment at the cost of the Customer. In the absence of such agreement, all comments and reports will be made from views at ground level or from a ladder provided by the surveyor.

3.4 The Supplier may be obstructed by weather condition on site at the time of inspection. In such event, this will be identified in the report as necessary.

3.5 The Supplier will inspect accessible and safe areas of the building but will not inspect those areas which are covered, unexposed or not reasonably or safely accessible.

3.6 The Supplier will identify any areas which they were unable to inspect.

3.7 Where necessary, a CCTV examination will be recommended.

4.0 Contamination And Hazardous Materials

4.1 The analysis of hazardous, suspect or asbestos containing materials lies outside the scope of the Supplier.

4.2 The Customer will be informed if, in the opinion of the Supplier, a specialist consultant is required.

4.3 Where composite cladding panels or similar have been identified in the Supplier's Report, the Supplier confirms that no invasive testing has been carried out in order to determine their composition and whether they are approved by the Loss Prevention Certification Board.



5.0 Compliance

- 5.1 The Supplier's Report will include a brief review regarding the Client's compliance with statutory requirements however this should not substitute a more detailed risk assessment where necessary. Any such requirement will be included in the Supplier's Report.
- 5.2 The Supplier's Report may comment on accessibility and 'reasonable adjustments' pursuant to the Disability Discrimination Act 1995. This is not intended to be relied upon and a more detailed report may be required. Any such requirement will be included in the Supplier's Report.

6. Liability

- 6.1 Where a third party is instructed on the Client's behalf, the Supplier will not be liable for their costs, quality of service or general performance nor will the Supplier be liable for any failure, action, omission or error on the part of a third party provider.
- 6.2 The Supplier will not be liable for the conclusions made by a third party.
- 6.3 The Supplier will not be liable for any loss or damage which occurs as a result of any Act of God, war, labour dispute, fire, flood, legislation or failure of power supply.
- 6.4 The Supplier is not responsible for giving advice on whether the Customer should enter into any transaction from a commercial perspective.
- 6.5 The limitations on liability as set out in clause 8 of the terms and conditions document apply to these survey terms as thought set out in full in this clause 6.

7. Confidentiality

- 7.1 All documentation issued by the Supplier is issued for the attention information of the Customer only.
- 7.2 All documents in full or part, or any reference to, may not be published in any way whatsoever without prior written approval from the Supplier. Any approved publication must be in the form as approved by the Supplier only.

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01244 637 741

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Hampstead
London
NW3 6NG

02071 110 961

Preston

The Chambers
53 Guildhall Street
Preston
PR1 3NU

01772 301 982

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Client Privacy Policy

Jones Melling Limited

info@jonesmelling.co.uk

jonesmelling.co.uk





Reference: GDPR/GM

Issuing Office: Preston

Date: 3rd October 2018

Report Revision:

Policy Author: Gary Melling BSc (Hons) MRICS MFPWS

Policy Check: Ken Jones BSc (Hons) MRICS MFPWS

For and on behalf of Jones Melling Limited



1.0 Who Are We?

Jones Melling Ltd. is a firm of Chartered Building Surveyors. We provide building consultancy services primarily to the commercial and residential property sectors.

- **Our office address:** Jones Melling Ltd,
The Chambers, 53 Guildhall Street, Preston
PR1 3NU
- **Telephone:** 01772 301 982
- **Email:** info@jonesmelling.co.uk

2.0 What Does This Policy Cover?

We at Jones Melling Ltd. Take your personal data seriously. This policy:

- (a) sets out the types of personal data that we require from you;
- (b) explains how and why we require and use your personal data;
- (c) explains how long we keep your personal data for;
- (d) explains when, why and with who we will share your personal data;
- (e) sets out the legal basis we have for using your personal data;
- (f) explains the effect of refusing to provide the personal data requested;
- (g) explains the different rights and choices you have when it comes to your personal data;
- (h) explains how we may contact you and how you can contact us.

3.0 What Personal Data Do We Require?

We require the information solely necessary to be able to undertake the instruction, as provided at the time of appointment. This information includes:

- Name(s);
- Contact details such as telephone number(s) and/or email address(es);
- Postal address;
- Address of subject property / properties if different from postal address;
- Address(es) if different from subject property for contact and invoicing purposes.

We will however, only store sensitive personal data from you, where you have given your explicit consent i.e. about periods of ill health that could impact on projected tasks & deadlines. This sensitive data would only be further processed with a third party if deemed necessary upon your explicit consent, which would be sort in addition to the initial consent.

4.0 How We Obtain Your Personal Data

We receive personal data about you from the following:

- **Directly from you.** This is information you provide when seeking a fee quotation, advice and instruction, appointment;
- **From an agent/third party acting on your behalf.** e.g. Property Management Company/ Contractors.

Please note that we do not source or collect your personal data through publicly available sources.

5.0 How And Why We Use Your Personal Data

Your personal data will be used & shared within the company solely to undertake the initial fee quotation, and the subsequent agreed, signed instruction/ appointment. This will be necessary for contact purposes, production of the building surveying services required and for invoicing purposes.

The data will be stored & shared within the following GDPR compliant locations/ services:

- Our internal secure server & external dedicated secure remote server;
- Our Accountants solely for accounting & tax purposes;
- Our accounting software programme, solely for the accounting & tax purposes;
- Project management software, solely to manage project tasks & time scales;
- Website – Only with your explicit consent would we utilise an image of the subject property and company name. Our website does not use Cookies to store/ record or process information for our own use and therefore is not shared with third parties.

6.0 How Long Do We Keep Your Personal Data For?

The shortest time we can keep your personal data is for six years but the Limitation Act 1980 provides for a period of up to 15 years for a potential professional negligence claim.

Should you request at anytime, we can take further measures to limit access to your data within these timeframes.

We do not hold on to any personal data for longer than necessary, or process it for purposes that the individual isn't aware of.

7.0 Who Do We Share Your Personal Data With?

As well as sharing your data for administrative purposes as listed above in **How & why we use your personal data?** we may have to liaise & employ a third party, such as contractors, sub-contractors, consultants to carry out any works as specified within the agreed instruction.

Jones Melling Ltd. ensures that any third party (a natural or legal person or any other body) we appoint, provides sufficient guarantees to implement appropriate technical and



organisational measures to ensure that the processing will meet the standards of the General Data Protection Regulation (GDPR) and to guarantee the protection of your rights.

The appointed third party cannot subsequently appoint another processor without our prior, specific or general written authorization as consented by yourself.

We further acknowledge that a single consent does not cover all instances of data sharing, and further explanations of subsequent planned data sharing must be given when requesting consent in order to comply with GDPR regulations.

8.0 What Legal Basis Do We Have For Using Your Information?

For prospective clients and appointed clients our processing is necessary for our legitimate interests in that we need the information in order to be able to provide professional advice and/ or undertake the agreed instruction (s) from yourself and to assist with our company's administrative & accounting procedures.

Your personal data will only be passed to GDPR compliant third parties as agreed by yourself at the time of instruction.

9.0 What Happens If You Do Not Provide Us With The Information We Request Or Ask That We Stop Processing Your Information?

If you do not provide the personal data necessary, or withdraw your consent for the processing of your personal data, we may not be able to provide professional advice or undertake your instruction.

10.0 Do We Make Automated Decisions Concerning You?

No, we do not carry out automated profiling.

11.0 Do We Use Cookies To Collect Personal Data On You?

Our website does not use Cookies to store/ record or process information for our own use and therefore is not shared with third parties.

12.0 Do We Transfer Your Data Outside The Eea?

We do not transfer your personal data to any third party in countries outside the EEA.

Should you request the transfer of data to a country which has not been deemed to provide adequate data protection standards we would need to ensure security measures and approved model clauses are in place to protect your personal data.

13.0 What Rights Do You Have In Relation To The Data We Hold On You?

By law, you have a number of rights when it comes to your personal data as listed in the table below:

(Further information and advice about your rights can be obtained from the data protection regulator in your country. For the United Kingdom please refer to the ICO, Information Commissioner's Office).

Individual Rights	What does this mean?
1. The right to be informed	You have the right to be provided with clear, transparent and easily understandable information about how we use your information and your rights. This is why we're providing you with the information in this Policy.
2. The right of access	You have the right to obtain access to your information (if we're processing it), and certain other information (similar to that provided in this Privacy Policy). This is so you're aware and can check that we're using your information in accordance with data protection law.
3. The right to rectification	You are entitled to have your information corrected if it's inaccurate or incomplete.
4. The right to erasure	This is also known as 'the right to be forgotten' and, in simple terms, enables you to request the deletion or removal of your information where there's no compelling reason for us to keep using it. This is not a general right to erasure; there are exceptions.
5. The right to restrict processing	You have rights to 'block' or suppress further use of your information. When processing is restricted, we can still store your information, but may not use it further. We maintain records of people who have asked for further use of their information to be 'blocked' to make sure the restriction is respected in future.
6. The right to data portability	You have rights to obtain and reuse your personal data for your own purposes across different services. This enables you to move, copy or transfer your information easily between our IT systems and others safely and securely, without affecting its usability.
7. The right to object to processing	You have the right to object to certain types of processing, including processing for direct marketing.
8. The right to lodge a complaint	You have the right to lodge a complaint about the way we handle or process your personal data with the national data protection regulator.
9. The right to withdraw consent	If you have given your consent to anything we do with your personal data, you have the right to withdraw your consent at any time (although if you do so, it does not mean that anything we have done with your personal data with your consent up to that point is unlawful). This includes your right to withdraw consent from us using your personal data for marketing purposes.



14.0 How Will We Contact You?

We may contact you by phone, email or post. Should you prefer a particular contact means over another please advise.

15.0 How Can You Contact Us?

Should you wish to contact us or are unhappy with how we've handled your information, or have further questions on the processing of your personal data, contact our Data Protection Lead as per below:

- **Our office address:** Jones Melling Ltd,
The Chambers, 53 Guildhall Street, Preston
PR1 3NU
- **Telephone:** 01772 301 982
- **Email:** info@jonesmelling.co.uk

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