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PROPERTY SERVICES & CONSULTANTS



Terms & Conditions

Refresh Property Services & Consultants Limited
Effective from: 10th October 2026

Refresh Property Services & Consultants Limited, Churchill House, 120 Bunns Lane. London. NW7 2DZ
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1. Surveys, Inspections and Consultancy Services

i. Our standard surveys are charged between £100 and £250 exclusive of VAT for properties within a 10-mile radius of our office premises. Fees for properties outside this area, larger properties or surveys requiring additional investigation will be agreed with the client at the time of booking.
ii. Where we are instructed to undertake an independent survey on an advisory or consultancy basis, without an associated quotation for remedial works by Refresh, our standard fee is £150 inclusive of VAT, unless otherwise agreed.

iii. Commercial surveys, specialist investigations, structural waterproofing design and other consultancy services may be subject to separately agreed fees. Survey fees are not automatically deductible from subsequent remedial works unless agreed in writing.

iv. Our surveys are undertaken with reasonable professional care and skill and are intended to investigate the matters specified within our instruction. They do not constitute a comprehensive building survey, structural survey or assessment of the property's compliance with Building Regulations.

v. Our inspections are generally non-invasive and non-destructive. We utilise specialist diagnostic equipment, visual assessments and professional judgement to investigate dampness, condensation, timber decay, infestation and associated defects. Destructive testing, opening-up works, laboratory analysis and other specialist investigations are not included unless specifically agreed and may incur additional charges.

vi. Our findings represent an assessment of conditions at the time of inspection. Changes in geological, environmental and internal conditions, together with alterations to the building and its maintenance, may influence the presence or development of dampness, timber decay, infestation and other defects.

vii. Areas concealed by floor coverings, plasterwork, fixed furniture, fixtures, fittings or other building elements may not be accessible for inspection. We cannot confirm the condition of concealed timbers, embedded joist ends, floor voids, buried drainage systems, concealed pipework, damp-proof courses or other inaccessible structural elements.

viii. Where defects are identified or suspected within inaccessible areas, our assessment and proposed scope of works will be based on the visible evidence and reasonable professional assumptions. Further investigation or opening-up may reveal additional defects, requiring amendments to our recommendations, specification and associated costs.

ix. Standard survey fees allow for travel to and from the property and approximately 30 minutes on site. Where a longer inspection is anticipated or additional investigative work is required, any applicable additional fees will be agreed with the client.

x. Where a comprehensive structural assessment, destructive investigation, specialist testing or advice outside our remit is required, we may recommend the appointment of other suitably qualified professionals.

xi. Our reports are prepared for the client and purpose stated within our instruction. Unless otherwise agreed, they are not intended to be relied upon by third parties as an independent assessment or construction instruction document.

2. Acceptance of Instructions

Refresh reserves the right to decline survey instructions or proposed projects before entering into a contract.

Our survey bookings, quotations and instructions are subject to these Terms & Conditions, together with any project-specific conditions supplied to the client before acceptance.
A contract for remedial works is formed when the client accepts our quotation and Refresh confirms acceptance of the instruction.

3. Quotations, Specifications and Variations

Our quotations and specifications are based upon the conditions identified or reasonably anticipated at the time of our inspection.

Due to the nature of damp-proofing, timber treatment and structural waterproofing works, previously concealed defects may become apparent following the commencement of works. These may include additional dampness, timber decay, fungal spread, insect infestation, structural deterioration, defective drainage or concealed construction details.

Where additional works, alterations or variations to our original specification become necessary, the client will be advised of the reasons, proposed works and associated costs. Written approval will be obtained before additional chargeable works proceed.

Where further works are necessary to ensure the safety of the structure, the satisfactory performance of our treatment or the completion of the agreed specification, and the client declines or is unable to provide the necessary instruction, Refresh may suspend the affected works following appropriate notification.

In such circumstances, any guarantee may be restricted, withheld or qualified in respect of the affected works where the outstanding items materially compromise their performance. The client will be advised in writing of the reasons for any such restriction.

Invoices may be issued for works properly completed and agreed costs incurred up to that point, subject to the terms of the contract and applicable statutory rights.

4. Insurance

Refresh maintains appropriate business insurance for the services and works it undertakes. Details of our relevant insurance cover are available upon request.

Where additional or increased insurance cover is required for a particular project, this may be arranged subject to availability, agreement with our insurers and any associated additional costs.

5. Staged Payments

Refresh may require deposits or staged payments for remedial works, structural waterproofing installations and other projects.

Where staged payments are required, the amounts and payment stages will be detailed within our quotation or otherwise agreed in writing before works commence.
Any changes to an agreed payment schedule will be subject to agreement between Refresh and the client, taking account of any approved variations to the scope of works.

6. Deposits and Larger Projects

For projects with a contract value exceeding £10,000 excluding VAT, up to and including £20,000 excluding VAT, our standard payment arrangement is as follows, unless otherwise agreed:

- A deposit of 40% of the agreed contract value.
- A second payment of 50% once the project has progressed beyond its agreed halfway stage.
- A final payment of 10% upon completion of the agreed works.

For projects exceeding £20,000 excluding VAT, a mutually agreed payment schedule will be established, comprising a deposit and staged payments appropriate to the project and value of works undertaken.

Where requested and mutually agreed, deposits may be held through a suitable independent deposit protection or third-party holding arrangement, subject to availability and the terms of that arrangement.
Deposits and advance payments will be credited against the agreed contract value and are subject to the cancellation provisions contained within these Terms & Conditions.

7. Payment of Invoices

Where a deposit or staged payment arrangement has not been agreed, full payment is due within 48 hours of the issue of our final invoice following completion of the agreed works.
Where deposits or staged payments apply, payment is due in accordance with the agreed payment schedule.

Unless agreed otherwise in writing, Refresh does not provide credit facilities.
Any genuine dispute concerning an invoice should be brought to our attention promptly. Undisputed amounts remain payable in accordance with the agreed terms.

8. Completion of Works and Snagging

Upon completion of our agreed works, the client is requested to notify Refresh in writing of any apparent snagging items within 14 days.

Refresh will assess any items reported and arrange for appropriate rectification where these fall within our agreed scope of works.

The 14-day reporting period is intended to facilitate efficient resolution of snagging matters and does not exclude the client's rights in respect of defects that become apparent at a later date.
The recurrence of dampness, timber decay, infestation or other defects covered by an applicable guarantee will be considered under the relevant guarantee provisions.

9. Access for Snagging and Remedial Works

The client shall provide reasonable access to the property to enable Refresh to inspect and, where appropriate, rectify reported snagging items or defects.
Where access cannot be arranged within 14 days of notification, Refresh and the client will endeavour to agree a mutually convenient alternative date.

Refresh shall not be responsible for delays or additional deterioration attributable to an unreasonable failure to provide access, where we have taken reasonable steps to arrange the necessary attendance.

10. Guarantees

Where applicable, Refresh will issue a company guarantee upon satisfactory completion of the specified remedial works.

Our guarantees are normally issued for a period of 10 years from the date of completion, unless a different period or limitation is specified within our quotation, specification or guarantee documentation.
The availability, duration, scope and conditions of any guarantee will depend upon the nature of the works undertaken and the associated project-specific requirements.

Where available, an independently insurance-backed guarantee may be arranged at additional cost, subject to the insurer's acceptance, eligibility requirements, policy terms and exclusions.
Not all services, investigations or remedial works are suitable for the provision of a guarantee. Any such limitations will be communicated to the client within our report, quotation or subsequent agreed correspondence.

11. Scope and Limitations of Guarantees

Our company guarantees apply to the specified treatments, defects and areas identified within our agreed scope of works.
Guarantees do not ordinarily extend to untreated areas, unrelated building defects, subsequent alterations, newly occurring moisture ingress or defects arising from works undertaken by others.
Where recommended ancillary works are required to ensure the satisfactory performance of our treatment, these must be undertaken as specified. Failure to complete or maintain such works may affect the validity of the guarantee where this materially contributes to the reported defect.

Any guarantee claim will be assessed in accordance with the applicable guarantee terms.
Our guarantees provide additional contractual protection and do not restrict or replace the client's statutory rights or any liability that cannot lawfully be excluded.

12. Notification of Defects and Guarantee Claims

Where a defect is identified following completion of our works, the client should notify Refresh in writing as soon as reasonably practicable.
For guarantee claims, notification should be provided within three months of the defect becoming apparent or reasonably discoverable.

Refresh must be afforded a reasonable opportunity to inspect the affected area, investigate the cause and, where appropriate, undertake necessary remedial works.
Except where immediate action is reasonably required to prevent injury, serious damage or further deterioration, the client should avoid instructing third parties to alter or remove our works before Refresh has had an opportunity to investigate.

13. Delayed Notification and Third-Party Intervention

Where delayed notification, disturbance of our completed works or intervention by third parties materially prejudices our ability to investigate or rectify a defect, this may affect the extent of cover available under our company guarantee.

Any such restriction will be assessed having regard to the circumstances of the claim and the applicable guarantee terms.
Nothing within this clause removes or limits the client's statutory rights in respect of defective goods or services.

14. Late Payment and Outstanding Accounts

Invoices are payable in accordance with the payment terms detailed within our quotation or these Terms & Conditions.

For business-to-business transactions, Refresh reserves the right to claim applicable statutory interest and reasonable debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, where applicable.

For consumer contracts, any late payment interest or charges must be reasonable, proportionate and communicated within the agreed contractual arrangements before acceptance.
Where payment remains outstanding, Refresh may, following reasonable written notice, suspend further non-essential works where it is contractually entitled to do so.

Ownership of materials supplied but not permanently incorporated into the property remains with Refresh until payment for those materials has been received, to the extent permitted by law.

15. Access, Preparation and Client Responsibilities

The client shall make reasonable arrangements for access to the property and ensure that the agreed working areas are available and free from obstruction prior to the commencement of works.
Unless specifically included within our quotation, the client is responsible for arranging the removal and subsequent reinstatement of furniture, floor coverings, fitted units, radiators, fixtures, fittings and other items obstructing the proposed areas of works.

The client shall advise Refresh of any known concealed pipework, electrical installations, hazardous materials or other conditions that may affect the safe execution of works.
Where access is not provided or agreed preparatory works have not been completed, resulting in unavoidable lost time, additional attendance or disruption, Refresh may charge for reasonable additional costs incurred.

Where applicable, our operative rate is £90 per operative, per hour, plus VAT (£108 inclusive of VAT at the current standard rate). Any charge will reflect the time and costs reasonably incurred, taking account of steps available to reduce such losses.

16. Cancellation or Postponement of Scheduled Works

Where Refresh has accepted an instruction and allocated labour, materials, equipment and other resources to a project, the client is requested to provide a minimum of seven days' written notice of any cancellation or postponement of the agreed works.
Subject to the client's statutory cancellation rights, where cancellation or postponement is notified less than seven days prior to the agreed commencement date, Refresh reserves the right to recover reasonable financial losses directly attributable to the cancellation or postponement.

Where cancellation or postponement is notified within 24 hours of the agreed commencement date, the client acknowledges that Refresh may have limited opportunity to reallocate its technicians, cancel subcontractor commitments or secure alternative works. Consequently, the financial losses incurred by Refresh may extend beyond the first scheduled day of works.
Such losses may include unavoidable labour costs, subcontractor commitments, non-returnable materials, plant hire, delivery charges and reasonable loss of profit arising directly from the cancellation or postponement.

For the purposes of assessing cancellation losses, Refresh's indicative charge for lost productive time is £750 exclusive of VAT per working day. Any charge applied will reflect the reasonable financial losses actually incurred, taking into account the duration of disruption, costs saved and the ability of Refresh to reallocate its resources or secure alternative works.

Refresh will take reasonable steps to minimise its losses. Additional costs will only be charged where reasonably incurred and not already accounted for within the cancellation charge.
Where a deposit or advance payment has been received, this will be credited against any cancellation charges properly due. Any remaining balance will be refunded to the client, or an invoice issued for any outstanding amount.

These provisions do not restrict the client's statutory cancellation rights and shall not apply where cancellation arises from a breach of contract by Refresh that entitles the client to cancel.

17. Statutory Cancellation Rights and Early Commencement

Where a consumer enters into a contract to which the statutory cancellation provisions apply, they will ordinarily have 14 days in which to cancel without providing a reason.

Refresh will provide the applicable cancellation information and cancellation form in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
Where a consumer requests that a survey, consultancy service or remedial works commence during the statutory cancellation period, their express request will be obtained before the service commences.

If the consumer subsequently exercises their right to cancel after the service has commenced, they may be required to pay an amount proportionate to the services properly supplied up to the date of cancellation, where the statutory conditions for such payment have been satisfied.

Where the service has been fully performed during the cancellation period following the consumer's express request and acknowledgement that completion will result in the loss of their cancellation right, that right may cease upon full performance.
Nothing within these Terms & Conditions limits the client's statutory cancellation rights.

18. Copyright and Intellectual Property

All survey reports, specifications, drawings, calculations, designs, photographs, illustrations and plans prepared by Refresh remain our intellectual property and are protected by applicable copyright law.
The client is permitted to retain and use these documents for the agreed purpose for which they were prepared, including obtaining relevant professional advice and providing information to prospective purchasers, lenders, insurers or legal advisers where reasonably necessary.

Unless expressly authorised in writing, these documents must not be reproduced commercially, amended, represented as the work of another party or used by third-party contractors as construction instruction documents.
Where Refresh provides advisory specifications or recommendations for works undertaken by others, responsibility for the correct execution and workmanship of those works remains with the appointed contractor.

Refresh does not guarantee the performance of third-party works and accepts no responsibility for defective workmanship or failures attributable to those works, without prejudice to Refresh's own professional and contractual responsibilities.

19. Contract Documents and Applicable Conditions

These Terms & Conditions are to be read in conjunction with the project-specific quotation, specification, schedule of works, agreed written variations and any applicable guarantee documentation.
Where a project-specific contractual provision differs from these general terms, the expressly agreed project-specific provision will apply to that matter.

Any applicable guarantee will be subject to its stated terms, conditions and exclusions, without restricting the client's statutory rights.

These Terms & Conditions are governed by the law of England and Wales, subject to any mandatory legal protections and jurisdictional rights applicable to the client.

20. Statutory Rights, Complaints and Liability

Refresh is committed to undertaking its services with reasonable care and skill and to resolving any concerns arising from its surveys, recommendations or remedial works.

Any complaint should initially be directed to Refresh in writing, providing details of the issue and any relevant supporting information. We will endeavour to investigate and resolve the matter within a reasonable period.
Where appropriate, the parties may agree to refer an unresolved dispute to an independent expert, mediator or alternative dispute resolution service.

Nothing within these Terms & Conditions excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or restricted.

Nothing within these Terms & Conditions or our accompanying reports, specifications, quotations or guarantees affects the client's statutory rights, including those arising under the Consumer Rights Act 2015 and other applicable legislation.

Contact Details

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For and on behalf of Refresh Property Services & Consultants Limited