

# TERMS AND CONDITIONS

## Contractual Arrangements



**Noisedirect**  
**08453 31 32 30**  
NATIONAL NOISE SERVICE  
[www.Noisedirect.co.uk](http://www.Noisedirect.co.uk)

Noisedirect; National Noise Service is an independent noise service and advice line providing low cost, fixed fee advice, casework and assessment of noise cases through desktop reviews, casework, acoustic monitoring or subjective nuisance assessments in the UK. The service includes all types of noise issues including, but not limited to statutory, public, and private nuisance advice and assessments, Licensing, Planning, HHSRS, ASB inspections and casework and Home Sellers, and Buyers reports. Noisedirect National Noise Service provides noise services for RSL's and local authorities to enable them to discharge their statutory functions and provides Expert services including attendance at Magistrates', County, Crown and High Courts for a range noise cases for individuals, businesses and public sector Clients.

Noisedirect does not represent or promote the interests of any Government Department, Council, organisation, or other agency. We are not a quango and are not publicly funded through DEFRA or any other government department. Noisedirect seeks to dispel noise myths and promote **#NoiseJustice: a belief that everyone deserves to live peacefully in a safe, secure, home #WagingPeace.**

All personnel engaged by Noisedirect are highly qualified and experienced members of the Chartered Institute of Environmental Health and or other professional bodies. All professional duties are carried out with reasonable care and in accordance with guidance, codes of conduct or procedural rules issued by the relevant professional body.

All advice given is based on an assessment of professional matters within the expertise of individual advisers and based on the body of evidence presented by callers/users of Noisedirect. Advice on aspects of noise nuisance should not be construed as legal advice on the merits of a case. Any written advice or correspondence on behalf of individuals to alleged noisemakers or third parties is based strictly on professional matters within the expertise of Environmental Health Practitioners, who should not be construed as acting in the capacity of advocates for any party.

The terms and conditions set out within this document form the basis of the contract between Noisedirect and parties engaging Noisedirect to provide noise consultancy services. All services shall be governed by and interpreted in accordance with the laws of England and Wales, including but not, limited to The Unfair Contract Terms Act 1977, The Unfair Terms in Consumer Contracts Regulations 1999, The Consumer Rights Act 2015, and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Calls to and from our switchboard and communications network may be recorded for training purposes and in order for the formation or performance of a contract or to protect our legitimate interests. Noisedirect is committed to sustainable practices. To minimise our carbon footprint wherever possible orders forms, invoices, and reminders will be issued electronically.

### FEES

1. All standard fees are reviewed annually. From time to time and as part of a periodic and quarterly regular review of services (and addendum terms and condition) fees may also be reviewed. In such circumstances an updated copy of all changes will be provided. The next scheduled review date is **01 October 2018**.
2. In order to provide best value Noisedirect endeavours to provide fixed price fees wherever possible. In all other cases or where additional work is undertaken outside the scope of a fixed fee agreement, fees for all work relating to research, investigation, casework review, letters, telephone calls, inspection and reporting are based on the Company's hourly rate charges for appropriately experienced and qualified personnel. The Company's hourly rate charge is not necessarily indicative of any contractual arrangements between the Company's employees, Consultant's or other third party personnel and is governed by commercial sensitivity and confidential matters between the Company and its personnel.
3. Lower and Higher Courts fixed fee day rates are agreed in agreed in writing prior to booking.
4. Full details of our other fixed fee prices for our range of services can be obtained upon request, depending on the nature and duration of the service required.

### SUPPLEMENTARY TIME CHARGES

5. For work which must be undertaken outside of normal office hours including weekends or as a result of specific project requirements, unless a fixed fee agreement is in place a 50% supplementary fee is payable.
6. Where work must be carried out on Public or Bank Holidays including Good Friday, Christmas Eve and New Year's Eve a 100% supplementary fee is payable. For the avoidance of any doubt all supplementary fees are confirmed in writing in advance of any work undertaken.
7. For all press and media work involving overnight time away from home a 50% supplementary fee is payable in addition to the agreed hourly or daily rate, including any overnight accommodation, subsistence or associated travel costs.

### APPOINTMENT

8. All proposals will be held open for 20 days. Upon confirmation of written or verbal instructions to proceed an agreement form will be dispatched for the Client to complete and return authorising formal appointment of Noisedirect.
9. For acoustic monitoring completed orders must be received 21 working days in advance of submission dates and 14 working days for desk top reviews.
10. Noisedirect does not accept responsibility for ensuring that Acoustic reports are submitted to local authority departments ahead of

Licensing and Planning hearing deadlines. Noisedirect does not accept responsibility for ensuring that Expert Reports for Court proceedings are submitted in time with Court deadlines or any Directions issued by the Court. The responsibility rests solely with the Client. As such Clients are urged to obtain written confirmation of the submission date from the Court or local authority before instructions are issued.

11. The full fee is payable upon instruction of all Expert Reports. Payments must be paid by internet or telephone bank transfer or via cheque. We no longer accept credit or debit card payments by telephone.

#### **CLIENT ACCOUNTS**

12. Client Accounts may be created by special arrangement subject to completion of an appropriate order form. Where appropriate all casework; including fixed fee casework, telephone calls, emails, and visits etc. will be recorded on a monthly client billing log.

#### **SETTLEMENT OF ACCOUNTS**

13. All Consultancy fees for Court hearings must be lodged with Noisedirect once a Court hearing date is agreed. Failure to lodge the appropriate fee (inclusive of VAT), may lead to non-attendance by Consultants at any hearing.
14. All subjective and acoustic noise assessment visits must be paid for in advance of scheduled appointments. We may at our sole discretion accept a 20% deposit payable upon instruction, with the balance payable prior to release of Expert Reports.
15. Invoices are issued at appropriate stages of the work, usually monthly and are payable on presentation and within 7 days of the date of issue. Full payment becomes due before release of reports, letters, or other documentation. Noisedirect Consultation Invoices are usually payable on presentation.
16. Persistent late payment of accounts may lead to the withdrawal of fixed term consultancy services and recovery proceedings for unpaid invoices. Delayed or late payment may result in the withdrawal of expert / acoustic reports.
17. Where despite the issue of periodic reminders payment remains outstanding after 1 month this will automatically result in the withdrawal of consultancy services, suspension of Client accounts and commencement of recovery proceedings and withdrawal of expert reports.
18. Outstanding or late payments may be subject to interest charges on the outstanding amount (at the date of invoicing) at a rate per annum equal to 15% above the Bank of England base rate and in the case of commercial contracts for the supply of goods and services in accordance with the Late Payment of Commercial Debts Regulations 2013.
19. Any queries regarding invoicing should be raised in writing as soon as possible and within 7 days of the date of issue.
20. All queries must be confirmed in writing.
21. Cheques should be made payable to **Noisedirect**.

#### **CANCELLATION FEE**

22. A cancellation fee of 50% is payable where less than 24 hours cancellation notice for scheduled appointments is given including all Noisedirect Consultations as once an appointment is booked Consultant time is allocated and preliminary location and identity checks carried out. In all instances where Clients fail to keep appointments, fail to respond to Noisedirect Consultation telephone calls or where there is a failure to provide proper access or provide 24 hours' notice of any cancellation the full contractual fee is payable. These conditions may be varied solely at the discretion of Noisedirect.
23. For Court or other public meetings, once confirmation of the date is received personnel time is allocated in advance, hence a cancellation fee of 50% is payable where there is failure to provide written notice 10 working days in advance of any hearing date. Noisedirect may at their discretion in exceptional circumstances waive the cancellation fee. Where notice is not provided and Consultants have been deployed and or where a case is abandoned or settled midway through a hearing, then the full fixed fee cancellation fee for Court attendance is still payable including accommodation and travel costs; as the full service has been provided.

#### **EXPENSES**

24. Additional charges for photocopying or extra copies of letters will not be levied unless specific charges have been confirmed in writing. For all reports, 2 copies are provided as standard thereafter a charge of £40 per copy is applied. No extra charges for photography or use of in house acoustic testing will be levied unless specific and extraordinary requests incur additional expenditure. Hotel and travel expenses will be levied where appropriate. For the avoidance of any doubt these will be confirmed in writing at the commencement of the contract. All mileage rates are charged at 50p per mile.

#### **VAT**

25. VAT will be charged in accordance with the standard rate unless otherwise stated. Our VAT Reg. Number is: 847915877

#### **NOISEDIRECT FEES**

26. Insofar as we are aware call charges to the non-geographical advice line number are charged at a local rate. Calls from mobile phones will cost more. Callers should verify the cost of all calls with their own telephone service providers. Callers have the option of calling us on our geographical dedicated Noisedirect line telephone number: Tel: 0207 183 1184. Calls to and from Noisedirect may be recorded for training and monitoring purposes. We do not permit Clients to record calls and or film our Consultants and use their personal data for broadcast on Television, Radio or social media Networks or for any other purpose. If in addition we consider that the request for our service is either not genuine or designed to elicit commercially sensitive information then we may, at our sole discretion choose not to accept instructions or terminate our service.

27. All Noisedirect Consultation telephone advice sessions must be paid for in advance before an appointment can be booked as confirmed.
28. All fees exclude VAT which is levied at the standard rate. All Noisedirect telephone consultations are subject to a minimum fee of £39.00 (plus VAT). Fees are charged at a rate of £39.00 (plus VAT) per 30 minutes. For calls that exceed each 30 minute period these are charged at the 60 minute fee. A time check is carried out by all advisers at the commencement of all Noisedirect telephone consultations. **The responsibility for adhering to the 30 minute time limit rests entirely with the consumer.**
29. Written advice or review of documents will incur a minimum charge of £78.00 (plus VAT) plus £78.00 (plus VAT) per each additional hour thereafter. Review of all correspondence, reports, documents or letters whether sent by fax, email or post or forwarded by a third party on your behalf will be charged in accordance with the hourly fixed fee rate of £78 (plus VAT). All Noisedirect fees are payable in advance of telephone advice and casework.
30. All email correspondence whether copied for information or seeking additional clarification for advice already provided will incur a minimum charge of £39.00 (plus VAT) per email. This is intended to reflect the time taken for reading, responding and storing of all emails.
31. All fees for Noisedirect casework will be agreed in advance. All casework is based on commissioning information provided by the Client. Noisedirect does not accept any liability whatsoever for any false or misleading information provided by clients.
32. Where false or misleading information is supplied and further investigations are required to establish facts relating to ownership, liability or material and relevant matters then further standard charges will apply. Once agreed casework is completed all further enquiries by way of fax, post, email or telephone calls will be charged in accordance with our standard Noisedirect fees.
33. Before ordering our Environmental Protection Act 1990-Section 82 Advice Pack, Clients should be aware that once the Pack is dispatched, the order cannot be cancelled as the Pack is unsealed and can simply be used and copied. Therefore you should understand that by requesting Section 82 Advice Pack (within the statutory 14 day cancellation period) you will not be entitled to cancel your service or seek a refund. The 30 minute Noisedirect Telephone Consultation which is part of the Section 82 Pack cannot be transferred and can only be used by purchaser of the Pack.
34. All invoices are supplied either in paper form or by email as a durable download and therefore further requests for lost or misplaced invoices and or to reclaim costs will incur an administrative fee of £5.00 (plus VAT).
35. We do not accept cash payments. Electronic payments can be made through your bank via Bill Payment, BACS or via your smartphone if

you are registered for mobile banking. For reasons of cyber security and possible fraud we no longer accept credit or debit card payments by telephone. We do not offer credit or accept payment by instalments.

#### NOISEAID

36. Is a discretionary funding scheme providing limited telephone advice and casework for noise sufferers facing hardship and for those on low incomes subject to completing a NoiseAid eligibility assessment for which a one off fee of £39.00 may be payable. Each application is assessed on its merits, taking into consideration the personal circumstances of applicants and facts of each case. All Noise Aid services are offered on a discretionary basis taking into account the financial circumstances of each applicant, the merits of the case and number of cases currently receiving NoiseAid assistance and in accordance with Legal Services Commission funding eligibility criteria.
37. NoiseAid funding will not normally be provided to owner occupiers, private tenants or where household income levels exceed £13,000 for a single person with no children or £29,720 for a couple with children. Individuals who do not meet these criteria can still apply for Noise Aid assistance for a full or partial fee waiver based on an assessment of their disposable income.

#### LEGAL REPRESENTATION

38. Noisedirect are not advocates and do not provide legal representation to Clients. Any advice provided is based on a professional assessment of conditions that give rise to nuisance or impact on public health and or are within the knowledge or expertise of a particular adviser or Consultant. Any advice provided on professional matters, including any written advice is not and should not be construed as legal representation.
39. Noisedirect may from time to time at the specific request of a Client provide a list of advocates who specialise in aspects of environmental and consumer law. The provision of any such information is not an endorsement or recommendation of any legal provider or individual. Neither should it be deemed to be an endorsement in respect of the competency of any legally qualified individual.
40. Noisedirect does not accept any liability for any advice provided by Counsel. Clients are entitled to seek a range of legal opinions advice and representation from advocates of their choice.
41. The Bar Council's Bar Directory is the official directory of Barristers of the General Council of the Bar for England and Wales and can be used to find a suitably qualified and competent Barrister at: [www.barcouncil.org.uk](http://www.barcouncil.org.uk)
42. The Law Society for England and Wales provides a searchable database of solicitors including firms with the [Law Society's Lexcel accreditation](http://www.lawsociety.org.uk).
43. The directory can be accessed at: [www.lawsociety.org.uk](http://www.lawsociety.org.uk)

## **COUNSEL'S FEE**

44. All fees for representation at Court will be payable directly to Counsel unless otherwise agreed. In cases where it is more expeditious to take payment on behalf of Counsel, for case conferences and or written advice, all fees must be paid in advance to Noisedirect prior to any meeting arrangements made with Counsel by Noisedirect or receipt of other advice.

## **PRESS & MEDIA CLIENTS**

45. The Company may agree to supply experienced and appropriately skilled personnel for filming and interviews for press and media programming and other appropriate media projects and publications. Consultant personnel provided by the Company are not directly employed by Client organisations and do not represent the views of media organisations.
46. Client organisations will not require Consultant personnel to engage in any conduct which is unlawful or tending to bring Noisedirect into disrepute or results in the loss of custom or business.
47. Client organisations will not subcontract Consultant personnel to any third party.
48. The fee for the Contract / Assignment will be agreed between Noisedirect and the Client organisation and should not be disclosed to appointed personnel or any third party.
49. Press and Media client organisations / companies will agree to provide Consultant personnel at their own cost any clothing, equipment, or appropriate training (company induction training, policy relating to health and safety or financial regulations etc.) as is reasonable for the adequate performance of assignment services.
50. Client organisations agree to provide and make suitable arrangements as appropriate for travel to and from filming locations and make suitable arrangements for accommodation and travel insurance ,airport transportation and parking; a full itinerary to be provided to Noisedirect before the commencement of any assignment.
51. Client organisations will agree to protect the commercial confidentiality of the Company and not release any commercially sensitive information or trade secrets (unless expressly so authorised by the Company) to any third party.
52. Any variation or alteration of contract terms must be agreed in writing.

## **CORPORATE & PUBLIC SECTOR FIXED TERM CONTRACTS**

53. The Company agrees to provide appropriately qualified and skilled personnel for fixed terms contracts, special assignments, or retainer arrangements. Client organisations should furnish the Company with appropriate information to enable suitable personnel to be appointed.
54. The Company will ensure that prior to the commencement of any agreed contract term or Assignment an updated CV is provided for

Consultant personnel to be appointed. Client organisations may conduct telephone and or face to face interviews with personnel before the commencement of the Contract / Assignment.

55. Client organisations shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity Insurance are in place during the Assignment period and shall make a copy of such policies available to the Company upon request.
56. Client organisations will not require Consultant personnel to engage in any conduct which is unlawful or tending to bring the Company into disrepute or, results in the loss of custom or business.
57. Consultant personnel provided by the Company are not directly employed by Client organisations; as such responsibility for the payment of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions will not fall on Client organisations.
58. Client organisations will agree to provide Consultant personnel at their own cost any equipment or appropriate training (company induction training, policy relating to financial regulations etc.) as is reasonable for the adequate performance of Assignment services.
59. Consultant personnel will wherever possible carry out Assignment services utilising remote/flexible working and hot-desking Consultant personnel are not required to provide services from within the Client organisation premises.
60. The Company and Consultant personnel will agree to furnish Client organisations with its own progress reports from time to time and ensure that appropriate record keeping is maintained. A Client billing log may be kept for Client Accounts where monthly invoicing arrangements are in place. No personal identifiable data of any named Consultants (including names) shall be included on any invoice or Order Form. Consultants should not and will not be deemed employees of any Client organisation. The use of any named individual in correspondence or for Client Assignments is purely for contact or liaison purposes and contract fees are not payable to any named individual, as all contracts remain between the Company and Client organisations.
61. Consultant personnel agree to comply with any statutory or other reasonable rules or obligations including but not limited to those relating to health and safety during the Assignment period; to the extent that they are reasonably applicable to them while performing agreed services and to take all reasonable steps to safeguard their own safety, the safety of other Contractors, Staff and the safety of any other person who may be affected by their actions.
62. If designated Consultant personnel are unable for any reason to perform their relevant duties (due to ill health; bereavement or other exceptional personal circumstances) Noisedirect will immediately inform Client organisations by telephone. Where this is not

appropriate and dependant on the nature of the Assignment notification should be provided no later than 10.00hrs on the first day that this occurs; except where suspension of Contract services is agreed or where alternative, suitably qualified, and appropriate personnel are temporarily provided.

63. Client organisations will not subcontract Consultant personnel to any third party. Client organisations will not for a period of 24 months following the termination of any agreement between the Company directly engage Consultant personnel previously supplied by the Company. Failure to adhere to these restrictions will render the Client organisation to a claim of breach of contract and result in Noisedirect seeking damages for loss of business. These conditions may be varied solely at the discretion of the Company and where a one off payment is agreed between all parties.
64. The fee for the Contract / Assignment will be agreed between the Company and the Client organisation and should not be disclosed to appointed personnel or any third party. The notice period for termination of services for both parties shall be 6 weeks, which must be issued in writing. Failure to adhere to these express conditions will render the Client organisation subject to a claim of breach of contract and result in the Company seeking damages for loss of business. These conditions may be varied solely at the discretion of the Company.
65. Client organisations will agree to protect the commercial confidentiality of the Company and not release any commercially sensitive information or trade secrets (unless expressly so authorised by the Company) to any third party.
66. All notices which are required to be given hereunder shall be in writing and shall be sent to the Company's electronic address.
67. Any variation or alteration of contract terms must be agreed in writing.

#### **INSURERS, LEGAL SERVICES COMMISSION & SOLICITORS**

68. Noisedirect are happy to accept instructions for cases that involve funding from third parties such as Insurance companies and the Legal Services Commission. However we do not provide credit facilities for such cases. Noisedirect expect instructing Solicitors and Insurers to ensure that the Company's fees are paid in reasonable time and on issue and presentation of all invoices and ensure that their Clients are notified of this express condition at the outset; and absolutely before formal instructions are issued to the Company.
69. The Company does not accept liability for any deficiency in instructions from third parties (including Solicitors, Insurers, or their Clients) which results in unforeseen expenditure or additional inspections, or other costs. Formal instructions and associated documents must be supplied at least 28 working days before the Court filing deadline for Expert Reports. The Company does not accept liability for any delays on the part of instructing parties in

arranging assessment visits / access arrangements for inspections or failure to supply relevant documentation, which leads to the late filing of Expert Reports.

70. Any queries regarding works commissioned including those relating to Expert Reports must be raised in writing within 7 days of the date of issue of any invoice or Client Billing Log.
71. Any dispute that may arise between Clients, Insurers, or LSC in respect of the conduct of a case and expert services commissioned is a matter for parties to resolve internally. The Company will in all cases require full payment for all services provided in accordance with signed Order Forms other written authorisations or instructions. Failure to settle outstanding consultancy fees may result in the Company contacting the Court requesting withdrawal of Expert Reports and the commencement of recovery proceedings.

#### **LIABILITY**

72. All work undertaken by the Company is carried out with reasonable care based on commissioning information supplied by the Client. The Company does not accept any responsibility for any false, misleading, or other deficiency in instructions or other information provided by the Client or their representative.
73. Noisedirect does not accept any responsibility for false or misleading information provided to them by individuals during telephone consultations. All advice is given in good faith based on commissioning information provided by callers and should not be construed as legal representation or advocacy on behalf of any individual. Noisedirect does not accept any responsibility for any vexatious or malicious allegations or unlawful actions of any third parties.
74. Individuals are urged to consider seeking independent legal advice before instigating any Court action.
75. Where a third party contractor is commissioned to carry out specialist sampling etc. on behalf of the Client; Noisedirect do not accept any liability for inaccurate misleading or deficient professional advice or opinions supplied by third parties. It is for the Client to ensure that third party contractors are suitably qualified and hold adequate professional indemnity.
76. All advice and professional opinions provided on behalf of the Company is given in accordance with current legislative requirements, codes of practice, guidance and accepted good practice.
77. Noisedirect accept no responsibility on behalf of Clients or any third party for their failure to comply with all statutory and legal requirements; any liability shall fall upon and be discharged wholly and exclusively by the Client or third party.
78. The Company does not under any circumstances accept liability under the law of tort, contract or otherwise for any loss of profits, loss of business or for any indirect or consequential loss or damage, however caused, arising out of or in connection with



the performance or non-performance consultancy services.

79. The Company will not be liable for any act, omission, or failure to fulfil its obligations for consultancy services, if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the commencement of consultancy services including communication line failures, power failures, tornadoes, earthquakes or natural other disasters (called "Force Majeure").
80. If the Company is unable to fulfil consultancy services due to Force Majeure, we will as soon as reasonably practicable:
81. Notify Clients in writing of the reasons for the failure to and the effect of such failure; and
82. Use all responsible endeavours to provide agreed consultancy services as soon as practicably possible.
83. No delay, neglect, or forbearance by the Company in enforcing against other parties any provision of this Contract will be a waiver, or in any way prejudice any rights, of the Company.
84. Any claim, case or cause of action against the Company must be filed within a court within 1 (one) calendar year after it arose, otherwise any claim against the Company shall be deemed to be forever forfeited.
85. The terms or conditions within this agreement may not be enforced solely under Section 1 of the Contracts (Rights of Third Parties) Act 1999.

#### CANCELLATIONS & REFUNDS

86. Services provided to consumer clients, where we do not meet you, or which are paid for before we do so, are subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Business to business contracts are not covered by the Regulations. If you are a consumer, before you proceed with contacting us you should read the following information carefully.
87. Where a consumer cancels a distance contract, the Company will reimburse any sum paid free from any charge unless the consumer has waived cancellations rights or where bespoke services relating to advice or other bespoke services have already been provided and have passed the point of expiry.
88. Any such reimbursement will be made as soon as possible and in any event within 14 days of the day on which the notice of cancellation was given. In practice, this will usually mean re-crediting the consumer's bank account.
89. For Noisedirect consultations, casework nuisance Assessments and Acoustic monitoring or other bespoke casework, including court attendance; the right to cancel is surrendered once a consultation or inspection has been booked or commenced, including where trials have commenced or on the date of Court, RPT, or VT hearings during

the 14 day cooling off period. You cannot cancel a Noisedirect service once you have received bespoke advice on your case and are simply unhappy with the professional opinion or conclusion on the merits of your case or, once a hearing or trial has commenced or, if you decide to settle or abandon a case on the day of the hearing. Similarly, once expert reports, assessments or any other written opinions or advice have been provided, then the bespoke service cannot be cancelled.

#### SERVICE

90. The service is provided by Noisedirect. **Our address for cancellation notices is PO BOX 77 Kent BR8 9XA. Our email address for cancellations is: [mail@Noisedirect.co.uk](mailto:mail@Noisedirect.co.uk).**
91. The Company is registered in England at Companies House. Company No.4924802. Our registered address is: Omega House, Main Road, DA14 6NE.
92. The telephone number for Noisedirect is **08453 31 32 30**. Our local rate number is **0207 183 1184**. The email address is: [mail@Noisedirect.co.uk](mailto:mail@Noisedirect.co.uk). The website address is: [www.Noisedirect.co.uk](http://www.Noisedirect.co.uk)
93. The services consist of the provision of telephone advice, casework and home assessment visits, property management services and expert investigations and reports. Details of particular options, the price of each and arrangements for payment will be discussed prior to any advice session and are summarised within pages of this document or are as otherwise notified to you in writing.
94. All Noisedirect Consultations are bespoke and tailored to each Client's case specific / noise / nuisance issue. Consultants do not provide scripted advice. The onus is on a Client to ensure that they clarify the issues that are pertinent and relevant to their case during a Noisedirect Consultation in the allocated time. Clients must not withhold or conceal material facts which may impact on the advice provided.
95. The method of delivery (at your option) will be by telephone, email, through our website, by post or home visit. In the case of telephone advice we expect to be able to provide the advice immediately or within 72 hours of receiving an enquiry/ at an appointment time agreed.
96. If we cannot provide the advice within that time, we will contact you usually by telephone or email and tell you why and let you know when we will be able to provide the advice. The service will not usually exceed 30 days unless otherwise notified to you in writing.
97. If you have requested a fixed price Noisedirect consultation by telephone, but we determine, at our sole discretion, that due to the unusual or complex points of law, or for other reasons (including false or misleading information, vexatious or malicious use of our service) that we deem appropriate that such a service is not relevant or appropriate, we will advise you accordingly and refund any charges, where applicable.

98. Calls to and from our switchboard and communications network may be recorded for training and quality purposes and in order for us to improve our service. We do not permit Clients to record calls and use them for broadcast on Television, Radio or social media Networks or for any other purpose. If in addition we consider that the request for our service is either not genuine or places our personnel at risk, harm or danger and or is designed to elicit commercially sensitive information, then we may at our sole discretion choose not to accept instructions or terminate our service.
99. Clients must not withhold or conceal any material facts, which may affect the advice we provide to them or any casework or reports commissioned by them or any evidence we give to the Court on their behalf.
100. Clients must co-operate with all reasonable requests in respect of record keeping of music or possible nuisance events and maintain and complete any Event Logs Risk Assessment, Questionnaires we ask them to keep, and or provide any additional information we require in order for us to complete the agreed services.
101. Before we can confirm any assessment visit appointment, Clients must tell us about any known or potential risks to our personnel at the property by completing our Risk Assessment, Questionnaire and return it to us at least 7 working days before the date of any proposed assessment. Where required Clients must also complete and return Event Logs (for a period of 5 days). It is essential that we receive the completed documents in good time in order for us to make suitable arrangements for any proposed inspection.
102. Clients must ensure that they provide all evidence on instruction in an indexed bundle in accordance with our Evidence Guide. Documents can be provided either in a zipped electronic file for limited documents of less than 5MB. For larger files please send the documents to us using a USB memory stick or place the documents in a Dropbox or Cloud storage system with link for download provided.
103. If we do not receive all evidence in a single electronic (or paper bundle) along with indexed list 7 working days prior to the assessment, then this will result in delays in completing the Expert Report and may also result in extra fee charges for additional time spent in the administration of incomplete evidence.
104. If we believe that the request for our services is based on unreasonable actions and behaviour (which includes but is not limited to examples of unacceptable patterns of behaviour identified by the [Local Government Ombudsman](#)) then we may at our sole discretion decline to accept instructions or discontinue our service. In all cases where services have already been provided Clients will remain liable for our costs and fees.

#### **RIGHT TO CANCEL**

105. Any sale of goods or services where consumers do not have face-to face contact during the sale is a distance sale and subject

to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Business to business contracts are not covered by the Regulations. The Regulations give consumers the right to cancel an order within 14 working days of agreeing to go ahead.

106. If you do decide to cancel, you should put this in writing, either by letter, email or by using the attached Cancellation Form. A telephone call is not sufficient. However, in most cases Noisedirect advice or services including noise nuisance assessments / acoustic reports and or other visits may be required at short notice (within the 14 day cooling off period) and are a customised and bespoke service and may not be cancelled where cancellation rights have been waived. For part completed services cancellation fees may apply.
107. Similarly, if you request a Section 82 Advice Pack to be supplied within the 14 day cooling off period then, you will not be able to return the Pack and request a refund as the Section 82 Advice Pack is unsealed and can simply be copied and used.
108. If you request an immediate or urgent assessment visit or other service within the 14 day cooling off period, then you will be deemed to have waived your cancellation rights. You will not be entitled to cancel once the service has been provided, where you have waived your cancellation rights. You cannot cancel a Noisedirect service once you have received bespoke advice on your case and are simply unhappy with the professional opinion or conclusion on the merits of your case. Similarly, once expert reports, assessments, inspections, sampling, monitoring, any written opinions, or advice have been provided, or a Consultant has arrived at a meeting or at Court for a hearing then the bespoke service cannot be cancelled and the full fee is payable as the full service has been provided.
109. In the event that you are entitled to cancel and notify us in accordance with the requirements under the Regulations we will refund your payment in accordance with your statutory rights. Please be aware that cancellation fees may apply.

#### **COMPLAINTS**

110. All complaints in respect of services should be sent in writing to our geographical address in accordance with the requirements of the Regulations. For ease of convenience consumers can choose to send notices to our electronic address, but the onus for proof of receipt will rest with the consumer.
111. In respect of complaints in relation to cancellation of services consumers are reminded of the exceptions to the right to cancel a contract where:
112. The company as the supplier of the service has met the Information Requirements;
113. And the performance of the service has begun with the consumer's agreement;
114. Bespoke services have been provided in the form of case specific advice, unique property inspections, acoustic monitoring and or sampling;

115. Consumers are not entitled to refunds where professional advice in relation to hazards to health or nuisance is not beneficial to the consumer's legal case or expectations. Or where a consumer does not agree with the professional opinion of the adviser or Consultant.
116. You will not be entitled to a refund if you have misleadingly or fraudulently used our service to film, record or obtain details of our personnel or services for commercial gain or to damage or interfere with our legitimate commercial practices, or to harass or stalk any of our personnel or associates.
117. Business to business contracts are exempt from the regulations. Your statutory rights remain unaffected.
118. All Noisedirect services are provided in accordance with the principles of The Equality Act 2010. Noisedirect does not directly or indirectly discriminate against any individuals due to a protected characteristic, in the provision of any of its services.
119. Noisedirect does not deal with any Client either face to face, over the phone or in correspondence, who is exhibiting offensive, derogatory, threatening, abusive or violent language or behaviour. In any of these circumstances Noisedirect and its advisers reserve the right to refuse to speak, correspond or continue to provide services to a Client.
120. The refusal by a Client to be dealt with by any adviser, Consultant or Duty Manager for any reason, such as gender, ethnicity, or any other protected characteristic, is offensive and wholly unacceptable. In such circumstances, Noisedirect will not accept any request for an alternative adviser and will immediately terminate its service to existing or potential Clients.
121. Threatening behaviour is defined as, but not limited to, threats of violence to staff or any other person which is, for example; sexist, racist or homophobic; including intimidating language, swearing and/or aggressive body language and passive aggressive behaviour.
122. Unreasonable actions and behaviour includes, but is not limited to examples of unacceptable patterns of behaviour identified by the [Local Government Ombudsman](#)
123. Noisedirect does not expect staff to tolerate unacceptable behaviour by complainants or any Client. Unacceptable behaviour includes patterns of behaviour identified by the [Local Government Ombudsman](#) as unacceptable and behaviour which is abusive, offensive or threatening and may include:
- Using offensive, intimidating, abusive, or foul language on the telephone;
  - Using abusive offensive, intimidating, or foul language face to face;
  - Sending multiple emails;
  - Sending multiple frivolous email requests for services which you do not intend to pursue and result in wasted and unnecessary responses impacting on our ability to provide a low cost service;
- Sending emails containing abusive offensive, intimidating, false or malicious allegations, wild language, pejorative accusations, unfounded allegations or assumptions, repeating unfounded remarks or hearsay damaging or other offensive remarks;
  - Leaving multiple voicemails containing abusive offensive, intimidating, false or malicious allegations, using wild language, pejorative accusations, unfounded allegations or assumptions, repeating unfounded hearsay, damaging or offensive remarks;
  - Making slanderous and false statements about Noisedirect its staff and advisers;
  - Making vexatious or mendacious allegations of harassment where you have been notified of contractual breaches or issued with reasonable payment requests;
  - Using social networks, websites, discussion threads, blogs and chain emails to name and cause upset and distress and harass staff and advisers and or cause damage to the reputation of Noisedirect;
  - Changing the basis of the issue / complaint as a consultation / investigation proceeds;
  - Denying or changing statements made at an earlier stage;
  - Introducing trivial or irrelevant new information at a late stage or withholding material facts;
  - Raising numerous, detailed but unimportant questions; insisting that they are answered;
  - Covertly recording meetings and conversations;
  - Submitting falsified documents from themselves or others;
  - Adopting a 'scatter gun' approach: pursuing parallel complaints on the same issue with a variety of other organisations or advisers;
  - Making excessive demands on the time and resources of staff with lengthy telephone calls, emails to Duty Managers, or detailed letters every few days, and expecting immediate or unreasonable responses;
  - Submitting repeat complaints with minor additions / variations that the complainant insists make these 'new' complaints;



- Refusing to accept the decision; repeatedly arguing points with no new evidence.
124. Noisedirect is not a public body, but we do deal with unreasonably persistent complainants in accordance with the Local Government Ombudsman's [Guidance on managing unreasonable complainant behaviour](#).

## DATA PROTECTION

125. The following paragraphs should be read in conjunction with our Privacy Policy and with the legal notices contained on our website and any contractual terms which govern Noisedirect's Direct's relationship with you. Please read your contract carefully for specific details as 'performance of a contract' is usually the legal basis for processing your information and carrying out our activities.
126. From 25 May 2018 the General Data Protection Regulation (GDPR) a European Union (EU) wide set of standardised rules for the handling and storage of personal information within the EU have been implemented in the UK under the Data Protection Act 2018 (DPA 2018).
127. The DPA 2018 and GDPR will apply to anyone who is controlling the information of an EU citizen or processing it on their behalf, even if the processor or controller are based outside of the EU. The legislation will still apply after the UK leaves the European Union.
128. Noisedirect Direct already complies with the provisions of the DPA 2018 and does not routinely collect any sensitive data or routinely pass or share any information with third parties; (except for data relating to environmental conditions, crimes: harassment, noise, ASB). We categorically do not share your personal information with any marketing companies or use it in house for marketing of goods or services to you. Any personal information provided by clients is used solely to protect the legitimate interests of Noisedirect and either:
- to enable a contract to be formed or
  - for the performance of a contract
129. Our website Privacy Policy and contractual Terms and Conditions make clear our commitment to safeguarding your personal data. Noisedirect is committed to ensuring that your privacy is protected. We practice a proactive policy of Data Minimisation – collecting as little information as possible and using it sparingly and employing pseudonymisation /anonymisation of Data wherever possible. Should we ask you to provide certain information by which you can be identified, when using our website or our services, then you can be assured that it will be used in accordance with our privacy statement and legal requirements.
130. We do not sell Client databases or personal information to third parties for telemarketing or for other commercial purposes. We collect basic information such as:
- Name
  - Contact information including static and electronic (email) address
  - Demographic information such as postcode
  - Details of issues relating to properties or issues that you require assistance with
  - Calls to and from our switchboard and communications network may be recorded for the formation or performance of a contract and or for training purposes. Our recordings are usually held for a maximum period of six months.
131. We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic, and managerial procedures to safeguard and keep secure any information we hold on you.
132. All electronic and paper copies of personal data are held for a short a time as possible. We electronically secure delete and shred abortive service requests weekly/monthly. All other personal data is kept in most cases for the duration of the service and for at least one year afterwards and in limited instances for a maximum of three years (in accordance with financial regulations and other statutory requirements). Where money is owed on the account, details will be kept for as long as the case is active or the debt remains unpaid.
133. You may choose to restrict the collection or use of your personal information in the following ways:
134. You may request details of personal information, which we hold about you under the DPA 2018 and GDPR. We reserve the right to charge "reasonable" fees for manifestly unfounded or excessive requests. If you would like a copy of the information held on you please write to us at: **PO BOX 77 Kent BR8 9XA.**
135. We will respond within one calendar month of receiving your request. It will greatly assist us if you can be specific about what personal data you want to see, what it relates to, and the timeframe to which it relates, as that will assist our search.
136. You have the right to correct information that we hold. You may also withdraw your consent to use any information that was previously provided with your consent. If you believe that any information we are holding on you is incorrect or incomplete, please write to us as soon as possible, at the above address. We will promptly correct any information / respond to your request. Please also advise us if you wish to withdraw any consent previously given.
137. This privacy information relates only to information that Noisedirect hold about you.
138. Further information on your rights about Data Protection law is available on the Information Commissioner's Office (ICO) [website](#):

## EQUALITY ACT 2010

139. In accordance with the provisions of the Equality Act 2010, Data Protection Act 1998, Data Protection Bill 2017 and GDPR, and to comply with the Company's Equality and Diversity Policy and in order to become more diverse and inclusive, we positively promote the use of gender neutral language including job titles and pronouns when referring to individuals. The gender neutral title 'Mx' is used alongside traditional titles on all forms and databases wherever possible, alongside gender neutral pronouns including 'ze, hir, hirs'; 'xe, xem, xyr'; 'ze, zir, zirs; and 'they, them, their'. When communicating with us please let us know if you have any preferred pronouns.

## RIGHT TO PROTECT OUR LEGITIMATE INTERESTS

140. We have a policy of never procuring products or services from any company that engages in destructive and disruptive commercial practices using junk marketing emails, cold calling, and other forms of targeted bombardment.

141. **DPA 2018 and Cease and Desist Notice:** For the avoidance of doubt a general service enquiry, order or use of any service by the company (or its stand alone portals) including any publically available company information should not be construed as acceptance to harvest or store any personal data or receive unsolicited marketing emails, digital, telephone or other marketing approaches, newsletters either by the recipient or from any third party agents/associates. If you use disreputable practices to harvest our electronic or static addresses from web searches along with personal information of any of our personnel or elect to use the services of disreputable companies specialising in junk email marketing campaigns to contact us, then we will take appropriate action to protect our legitimate interests.

142. The identification, removal and deletion of junk email impacts significantly on our personnel time not only to remove all junk marketing emails, which are received across a number and range of electronic communication equipment, but in locating and verifying sender's company details, physical and electronic addresses, along with reporting junk emails to the Administrator of the network where the email originates and blocking of spam / junk or unsolicited emails. In addition we incur printing, packaging and postage costs from sending paper copies of Cease and Desist Notices to sender's physical / registered addresses.

143. For the avoidance of doubt this section of our Terms And Conditions should be deemed as a public: Cease and Desist Notice to any individual, sole trader, company or agency; that with effect from 23 May 2018 if we receive any further unsolicited, junk marketing chain, newsletters or emails from any individual, sole trader, company, agency or any of your subsidiaries/agents or third parties associated with you, to any of our email addresses (or static address) associated with any of our company domain names, this will

incur an **administrative charge of £20.00 (plus VAT) per email.**

144. If we continue to receive unsolicited junk marketing chain, newsletter emails or direct mail / contact to us contrary and in breach of data protection pursuant to GDPR and DPA 2018 and our express wish not to receive unsolicited junk marketing chain, newsletter emails for goods and services, which we have never subscribed to and have no interest in then, we will refer the matter to the ICO and or seek an independent legal remedy to protect our legitimate interests.

A Cancellation Form is attached overleaf for the cancellation of a distance or off-premises contract within the 14 day cancellation period, pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; where cancellation rights have not been waived and a service has not been requested to commence within the 14 day cooling off period.

# CANCELLATION FORM



**Noisedirect**  
**08453 31 32 30**  
 NATIONAL NOISE SERVICE  
[www.Noisedirect.co.uk](http://www.Noisedirect.co.uk)

This Cancellation Form may be used by Clients to enable the cancellation of a distance or off-premises contract within the 14 day cancellation period if they choose pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

<b>To: Trader</b>	Noisedirect PO Box 77 Kent BR8 9XA Tel: 0207 183 1184 Email: mail@Noisedirect.co.uk	
<b>From: Consumer</b>	Name	
	Address:	
	Postcode:	
	Telephone number:	
	Email:	
<b>I/We</b> hereby give notice that <b>I/We</b> cancel <b>my/our</b> contract of the supply of the following service(s). Tick as appropriate or provide details.	<input type="checkbox"/> 30 minute fixed fee Noisedirect Telephone Consultation <input type="checkbox"/> Nuisance /Acoustic Assessment Inspection <input type="checkbox"/> Fixed fee Expert Services <input type="checkbox"/> Other: (Add details of service include date service booked via website or letter / email from Noisedirect confirming service)	
<b>Date Service Ordered:</b>		
<b>Date Service Received:</b>		
<b>Signature of Consumer:</b>		
<b>Date of Signature:</b>		

**Where a Service is provided during the 14 day cooling-off period:** If you ask for a service to start during the cooling off period and the service is completed during that time, you will lose the right to cancel the contract. You will lose the right to cancel if you:

- asked for the service to start during the cooling off period, and
- acknowledged that you would lose the right to cancel if we complete the work in that time.

**Where part of a Service is carried out during the cooling-off period:** If you specifically ask for a service to start straight away or within the next 14 days after reading our Terms and Conditions, (about time periods and procedures for cancelling and also that you may have to pay reasonable costs); if you cancel, then you will have to pay for the part of the service which has been supplied, including any cancellation fees.