

FORTHCOMING CHANGE: On 24 May 2024, the Digital Markets, Competition and Consumers Bill received Royal Assent, becoming the Digital Markets, Competition and Consumers Act 2024 (DMCCA 2024) and coming partly into force on that date. DMCCA 2024, s 251 (which is not yet in force) will revoke the Consumer Protection from Unfair Trading Regulations 2008 (CPUTR 2008), SI 2008/1277. Once revoked, the provisions presently contained in the CPUTR 2008 will be replaced by Part 4 of DMCCA 2024 (which largely replicates the requirements of the CPUTR 2008). The DMCCA 2024, Part 4, Chapter 2 (which is not yet in force) removes subscription contracts from the scope of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 (CCR 2013). The DMCCA 2024, Schedule 27 (which is not yet in force) will revoke the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 (Consumer ADR Regulations), SI 2015/542. Once revoked, the Consumer ADR Regulations will be replaced by the DMCCA 2024, Part 4, Chapter 4. This Precedent will be updated for these changes in due course. For further information on the DMCCA 2024, including a detailed comparison of the CPUTR 2008 and Part 4 of DMCCA 2024, see Practice Note: [The Digital Markets, Competition and Consumers Act 2024—key provisions from a consumer protection perspective](#).

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

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 a price hasn't been agreed upfront, what you're asked to pay must be reasonable; if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133. The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- '**we**', '**us**' or '**our**' means Build Concierge Limited; and
- '**you**' or '**your**' means the person using our site to buy services from us.

If you have any questions about this contract or any orders you have placed, please contact us by:

- sending an email to concierge@buildconcierge.com; or
- filling out and submitting the online contact form available on our website; or
- calling us on 033330 111 111, open 24 hours per day, 7 days per week

Do you need extra help?

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

Who are we?

We are Build Concierge Limited (trading as Build Concierge), a company registered in England and Wales under company number:14992309.

Our registered office is at: Parkhill Studio Walton Road, Parkhill Studio, Wetherby, UK, LS22 5DZ.

Our VAT number is: GB 471 1095 10.

The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as we will not save a copy for you.

1 Introduction

- 1.1 If you buy services on our site you agree to be legally bound by this contract.
- 1.2 These terms and conditions apply only if you are buying services on our site as a consumer (ie for purposes outside of your business, craft or profession).
- 1.3 This contract is only available in English. No other languages will apply to this contract.
- 1.4 When buying any services on our site you also agree to be legally bound by:
 - 1.4.1 our website terms and conditions and any documents referred to in them;
 - 1.4.2 our terms and conditions and any documents referred to in them
 - 1.4.3 extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice; and
 - 1.4.4 specific terms which apply to certain services. If you want to see these specific terms, please visit the relevant webpage for the services at any time during the online checkout process.All of the above documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
 - 2.1.1 click on the 'key information' button;
 - 2.1.2 read the acknowledgement email (see clause 4.3); or
 - 2.1.3 contact us using the contact details at the top of this page.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Our Privacy Policy is available on request by emailing concierge@buildconcierge.com
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 You place an order via email, on the app, on the phone or via the web. Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.
- 4.3 When you place your order at the end of the online checkout process (eg when you click on the 'pay now' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted by us.
- 4.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:
 - 4.4.1 we cannot carry out the services (this may be because, for example, we have a shortage of staff);
 - 4.4.2 we cannot authorise your payment;
 - 4.4.3 you are not allowed to buy the services from us;
 - 4.4.4 we are not allowed to sell the services to you (for example, because you are under age to buy the requested services); or
 - 4.4.5 there has been a mistake on the pricing or description of the services.
- 4.5 We will only accept your order when we email you to confirm this (Confirmation Email). At this point:
 - 4.5.1 a legally binding contract will be in place between you and us; and
 - 4.5.2 we will provide the services as agreed during the online checkout process.
- 4.6 If you are under the age of 18 you may not buy services from the site. You may not be able to buy certain services because you are too young.

- 4.7 We only insure the work that is been carried out. It is your responsibility to ensure that appropriate insurance coverage is in place for the property during the course of the building works. Please note that any existing insurance policies may be affected or invalidated by the construction work. Therefore, we strongly advise you to check with your insurer or insurance broker to confirm whether your current policy is still valid and provides sufficient cover during the works.

5 Right to cancel

- 5.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period. This is further explained in clauses 5.6 and 5.7 below.
- 5.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg an email) using the contact details at the top of this page. You may use the model cancellation form available by emailing concierge@buildconcierge.com but it is not obligatory.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 We will not start providing the services during the 14-day cancellation period unless you ask us to. When you place an order for services, you will be given the option to tick a box to request for us to start providing the services during the cancellation period. By ticking the box, you acknowledge that you will lose your right to cancel this contract once the services are fully performed (ie the work is completed). If you do not tick the box, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.
- 5.6 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.
- 5.7 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this page. See also clause 10 below.

6 Effects of cancellation

- 6.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
 - 6.1.1 for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
 - 6.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (ie the work was completed) during the cancellation period.

6.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

6.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7 Carrying out of the services

7.1 We will carry out the services by the time or within the period agreed during the online checkout process and as set out in the Confirmation Email (see clause 4.5). If you and we have agreed no time or period, we will carry out the services within a reasonable time.

7.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed.

8 Payment

8.1 We accept the following credit cards and debit cards: Visa, Mastercard or American Express. We do not accept cash, bank transfer or cheques.

8.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

8.3 Your credit card or debit card will only be charged when both parties have agreed and accepted the work involved and the fees associated with this work. All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:

8.3.1 Verified by Visa;

8.3.2 Mastercard® SecureCode™; or

8.3.3 American Express SafeKey.

8.4 If your payment is not received by us in accordance with clause 8.3, we may charge interest on any balance outstanding at the rate of 3 percentage points per year above HSBC Bank plc's base rate. We will email you to let you know if we intend to do this.

8.5 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.

8.6 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate.

9 Nature of the services

9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:

9.1.1 where the price has not been agreed upfront,

the cost of the services must be reasonable; and

9.1.2 where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

10 Faulty services

10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

10.1.1 visit our webpage;

10.1.2 contact us using the contact details at the top of this page; or

10.1.3 visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.

10.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

10.3 If the services we have provided to you are faulty, please contact us using the contact details at the top of this page.

11 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limitation on our liability

12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1 losses that were not foreseeable to you and us when the contract was formed;

12.1.2 losses that were not caused by any breach on our part;

12.1.3 business losses; or

12.1.4 losses to non-consumers.

13 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

14 Disputes

14.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

14.2 Our **Complaint Handling Policy** can be requested by emailing concierge@buildconcierge.com

14.3 The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

14.4 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

1. Purpose of the AI Bot

The AI bot provided by Build Concierge (BC) offers preliminary advice and triage based on user input. This advice is intended for general guidance only and should not be considered professional, comprehensive, or definitive.

2. User Consent and Acknowledgment

By using this chat service, users confirm their acknowledgement and acceptance of these terms. The AI bot will display a welcome message stating: "Thanks for contacting Build Concierge. By continuing with this chat, you accept the T&Cs, which can be found [\[here\]](#). How can we help today?"

3. No Duty of Care

The use of the AI bot does not create any duty of care or contractual relationship between Build Concierge and the user. The AI bot is provided "as-is," and Build Concierge disclaims all liability to the fullest extent permitted by law.

4. Independent Verification Requirement

Users agree to independently verify any advice received from the AI bot and consult with a professional for tailored advice before making decisions or taking action.

5. Transparency in AI Limitations

The AI bot's responses are generated based on algorithms and pre-existing data, which may not reflect the latest standards, regulations, or specific personal circumstances. Users should be aware that the AI's guidance has inherent limitations.

6. Algorithm Bias Disclaimer

The AI bot's responses are derived from datasets that may contain biases. While Build Concierge strives to minimise these biases, it cannot guarantee that the advice provided is entirely free from them.

7. Data Security and User Privacy

Build Concierge ensures that any data shared during interactions with the AI bot is processed securely and in compliance with GDPR and other applicable data protection laws. Personal data is anonymised or stored securely as required by law.

8. AI Interaction Logging

Users acknowledge that interactions with the AI bot may be logged for quality control, service improvement, and compliance purposes. Users agree to such logging when using the service.

9. Indemnification Clause

Users agree to indemnify and hold Build Concierge, its affiliates, employees, and partners harmless from any claim, demand, or cost, including legal fees, arising from their use or misuse of the AI bot's advice.

10. Professional Oversight and Escalation

Build Concierge provides an option for users to escalate queries to human professionals for additional review and clarification. This escalation can be requested by emailing concierge@buildconcierge.com and may incur a fee. Users will be informed of any potential charges before the escalation process begins, ensuring transparency.

11. Sensitive and Critical Topics

The AI bot is not designed to handle queries related to mental health, safety, or other critical issues. Users agree not to seek such advice from the AI bot and to direct these queries to appropriate professionals or emergency services.

12. Prohibition on Sensitive Personal Data

Users should not input sensitive personal data, including health, financial, or identifying information, during interactions with the AI bot. Build Concierge is not liable for any breaches of privacy resulting from voluntary disclosures of such data.

13. Third-Party Technology Use

The AI bot may utilize third-party APIs or services to process certain requests. By using the AI bot, users consent to the potential sharing of data with these third-party services in compliance with data protection standards.

14. Limitation of Liability

Build Concierge shall not be responsible for any direct, indirect, incidental, or consequential damages arising from the use of the AI bot. Users assume full responsibility for interpreting and using the guidance provided. In the event that liability is established against Build Concierge, compensation will be capped at £10,000.00.

15. Notification of Regulatory Changes

Build Concierge will make reasonable efforts to inform users of significant regulatory changes affecting the AI bot's operation. Continued use of the AI bot after any updates to the terms indicates acceptance of those changes.

16. Service Downtime and Availability

Build Concierge does not guarantee uninterrupted access to the AI bot. Users may experience service interruptions due to maintenance, updates, or unforeseen technical issues.

17. Compliance with Future Regulations

Build Concierge is committed to aligning with new legislative changes and updates in AI governance. Users will be notified of any significant changes to the terms that reflect these updates.

18. Updates and Changes to Terms

Build Concierge reserves the right to modify these terms without prior notice. Continued use of the AI bot after changes have been made indicates acceptance of the updated terms.