MWA-MKULU SERVICES KILIFI
your eyes and ears

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Terms and Conditions

The terms on which we provide independent oversight and verification services to clients living outside Kenya.

> **Two fields remain open.** Insert the effective date, and the name of your insurer and the limit of indemnity at clause 13. Everything else is complete. These terms have been drafted specifically for an independent oversight and verification business operating in Kenya for clients abroad. They are not legal advice. Have a Kenyan advocate review them once before you rely on them.

1. Who we are and how to reach us

Item	Details
Provider	MwaMkulu Services Kilifi ("we", "us", "our")
Registered office	388 Kilifi, Kiwandani, Kwa Mike, Kenya
Company registration	BN-DLSZ6QVJ
Email	mwenimaurice82@gmail.com
Telephone / WhatsApp	+254 705 175 570

These terms govern every engagement between us and you, the client. By accepting a quotation, paying a fee, or instructing us to attend a site, you agree to them. If a signed engagement letter says something different from these terms, the engagement letter prevails.

2. What we do

We provide independent oversight and verification. We attend property, construction sites, businesses and other assets in Kenya, record what we observe, and report to you in writing with photographic, video and, where consent is given, audio evidence. Where you tell us what you have been told about the asset, we set that account alongside what we observed and identify any difference between the two.

3. What we do not do

This clause is as important to us as it is to you, and we ask you to read it before instructing us.

— **We do not receive, hold, or disburse your money.** We will not accept funds intended for a contractor, a relative or a supplier, and we will not make payments on your behalf. Our fee is the only money that passes between us.

— **We do not accuse anyone.** Our reports record observations. They do not state that any person has stolen, defrauded, lied or acted dishonestly, and they must not be read as doing so. Conclusions are yours to draw.

— **We do not give legal, financial, valuation, engineering or structural advice.** Where such advice is needed we will tell you, and we can arrange an independent advocate, valuer, quantity surveyor or engineer who will report to you directly and be paid by you.

— **We do not replace or manage your site manager, contractor or relative.** We have no authority to instruct them, direct the works, approve variations, or stop work.

— **We do not undertake covert surveillance.** We do not follow individuals, use concealed cameras or body-worn devices, place tracking devices, intercept communications, or access any person's accounts, phone, correspondence or private premises.

— **We do not obtain information by inducement.** We will not pay, or offer any benefit to, any person in exchange for information or access.

— **We do not guarantee an outcome.** We cannot guarantee that a report will recover money, resolve a dispute, or produce a particular finding.

4. Your instruction and our acceptance

1. You send us an enquiry describing the asset and what you want verified.
2. We confirm whether the work is within our scope and geographic coverage, and send you a quotation or a link to the applicable package.
3. A contract is formed when you accept the quotation in writing and pay the fee, or the first month of a recurring fee.
4. We may decline any instruction without giving a reason. We will always decline where the instruction would require us to act unlawfully, to trespass, to deceive, or to breach clause 3.

5. Fees, payment and cancellation

— Fees are those published on our website or set out in your quotation, and are payable in advance.

— Recurring packages are billed monthly in advance and carry the minimum term stated in the quotation.

— You may cancel a recurring package at any time after the minimum term on 30 days' written notice. Fees already paid for a month in progress are not refundable, but we will complete the visits due in that month.

— You may cancel a one-off engagement and receive a full refund at any time before our officer travels to the site. Once the officer has travelled, the fee is payable in full whether or not access was obtained.

— Where access is refused or the site cannot be found, we will report that fact, which is itself a material finding. A second visit is charged at the additional-visit rate.

— Add-on professional services (valuation, quantity surveying, title search) are quoted separately and are payable before the professional is instructed.

— Nothing in this clause limits any right you have under the Consumer Protection Act, 2012.

6. Your obligations

— You must give us accurate and complete information about the asset, its location, and the persons connected to it. Our findings can only be as reliable as the description we are given.

— You confirm that you have a genuine interest in the asset — as owner, part-owner, funder, beneficiary or intended purchaser — and that you are not instructing us to observe a person for a purpose unconnected with that interest.

— You confirm that you are not subject to any court order restraining you from contacting or approaching any person connected to the site.

— You must not use our reports to harass, threaten or intimidate any person.

— You must tell us promptly if the position on the ground changes, if a dispute becomes contentious, or if legal proceedings are commenced or threatened.

7. Access, safety and limitations

Our officers attend sites they do not control. Where entry is refused, where a site is unsafe, or where remaining would expose an officer to hostility or risk, the officer will withdraw and record the circumstances. That record forms part of your report. An officer will never force entry, argue with an occupant, or remain where they have been asked to leave.

Every report is limited to what could be observed during the period the officer was on site. We do not warrant the condition of anything concealed, buried, enclosed, or otherwise not visible.

8. Our reporting standard

— Visits are unannounced unless you instruct otherwise in writing.

— Reports are issued within the turnaround time stated in your package, measured from the completion of the visit.

— Photographs and video are timestamped and geotagged at the point of capture and are supplied unedited.

— Where information you have been given differs from what we observed, we state both positions and draw no inference as to the cause.

— Any person referred to in a report may supply documentation or an explanation, which we will record in a supplementary report at no additional charge to you. We consider this an essential protection for you as much as for them.

— Our field officers are independent of every contractor, supplier and representative connected to your site, and declare that independence in each report.

9. Confidentiality

We treat the existence and content of your engagement as confidential. We will not disclose to any relative, manager, contractor or other person that you have instructed us, except to the extent necessary to conduct the visit itself. Our team sign written confidentiality undertakings that survive the end of their engagement with us. A mutual non-disclosure agreement is available on request and is signed as standard on Priority and Gold Standard engagements.

10. Ownership and use of reports

— Copyright in our reports, photographs and recordings remains with us. On payment in full you receive a perpetual, non-exclusive licence to use them for any purpose connected with the asset, including in legal proceedings.

— You may share a report with your advocate, your bank, a court, a tribunal, or any person you choose. Please share it complete rather than in extract, so that its limitations travel with it.

— Our reports are prepared for you alone. We accept no duty of care to any other person who reads or relies on a report, and any such person relies on it at their own risk.

— You may not publish a report or any part of it for commercial purposes, or hold us out as endorsing any conclusion you have drawn from it.

11. Evidence in legal proceedings

Our reports are prepared to a standard intended to be useful to an advocate, but they are factual reports and not expert reports within the meaning of the Evidence Act. If you require an officer to give evidence, produce a witness statement, or attend court, that is a separate service, charged at our published rate, and we will cooperate reasonably with your advocate.

12. Anti-bribery and independence

Neither we nor any of our officers will offer, give, request or accept any payment, gift or benefit from any contractor, supplier, agent, relative or other person connected to a site under our oversight. Any such offer made to us will be reported to you in writing. If you offer or accept such an arrangement on our behalf, we will terminate the engagement immediately and without refund.

13. Liability

— We provide our services with reasonable care and skill.

— We are not liable for loss caused by information you gave us that was inaccurate or incomplete, for the acts or omissions of any contractor, relative, manager or third party, for any decision you take on the basis of a report, or for the deterioration, theft or loss of any asset.

— We are not liable for indirect or consequential loss, loss of profit, loss of opportunity, or damage to family or business relationships.

— Our total liability arising out of or in connection with any engagement is limited to the total fees you paid us in the six months immediately preceding the event giving rise to the claim.

— Nothing in these terms limits liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot lawfully be limited.

— We hold professional indemnity insurance with [insurer], with a limit of indemnity of [amount] per claim. Evidence of cover is available to any client on request.

14. Indemnity

You agree to indemnify us against any claim brought against us by a third party arising from your use, publication or characterisation of a report, or from any instruction you gave us that breached clause 6. This does not apply where the claim arises from our own negligence or from a statement we made in a report.

15. Data protection

Each of us will comply with the Data Protection Act, 2019. How we handle personal data, including personal data relating to people we observe on site, is set out in our Privacy Policy, which forms part of these terms.

16. Suspension and termination

We may suspend or terminate an engagement immediately where you fail to pay, where you breach clause 6, where continuing would expose an officer to risk, where we are asked to act unlawfully or deceptively, or where a conflict of interest arises. Where we terminate for a reason other than your breach, we refund fees paid for work not yet performed.

17. Force majeure

We are not liable for delay or failure caused by events beyond our reasonable control, including flooding, civil unrest, road closure, illness, or the unavailability of the site. We will reschedule the affected visit at no additional charge.

18. Complaints

If you are dissatisfied, write to us at mwenimaurice82@gmail.com marked "Complaint". We will acknowledge within 2 working days and give a substantive response within 14 days. If a factual error is found in a report, we will correct and reissue it at no charge.

19. Governing law and disputes

These terms are governed by the laws of Kenya. If a dispute arises, we will first attempt to resolve it by discussion within 30 days. If that fails, we will refer it to mediation under the rules of the Nairobi Centre for International Arbitration before either of us commences court proceedings. Subject to that, the courts of Kenya have exclusive jurisdiction.

20. General

- If any provision of these terms is found unenforceable, the remainder continues in force.
- A delay in enforcing a right is not a waiver of it.
- These terms, together with your quotation, our Privacy Policy and any signed non-disclosure agreement, form the entire agreement between us.
- We may amend these terms. Amendments apply to engagements accepted after the amended version is published. Active recurring clients will be given 30 days' notice of any material change.
- Notices may be given by email or WhatsApp to the addresses each of us has most recently used.