

## 1. Introduction and Acceptance of Terms

Welcome to KDB Consultants. These Terms of Service ("Terms") govern your use of the website located at [kdb.org.uk](http://kdb.org.uk) (the "Website") and the professional services offered by KDB Consultants ("I", "me", "my"). KDB Consultants is the trading name of Dean Bailey, a sole trader based in the United Kingdom.

By accessing the Website or engaging my services, you agree to be bound by these Terms and my Privacy Policy. If you do not agree to these Terms, you must not use the Website or my services. These Terms do not override any specific terms and conditions set out in a separate Professional Services Agreement (PSA) entered into between you and KDB Consultants.

## 2. Definitions

| Term                    | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Client"                | Any individual or entity who engages KDB Consultants for the provision of Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| "Services"              | The Construction Management and/or Digital Solutions consultancy services provided by KDB Consultants.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Website"               | The website located at <a href="http://www.kdb.org.uk">www.kdb.org.uk</a> and all its content.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| "Intellectual Property" | All patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| "PSA"                   | A Professional Services Agreement, a separate contract that will be issued for specific client projects and will detail the precise scope of work, fees, and project-specific terms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## 3. Services Overview

KDB Consultants provides expert consultancy services in two main areas:

1. **Construction Management:** Including but not limited to full-service project management, Construction (Design and Management) Regulations 2015 (CDM) compliance, health and safety management, budget and cost management, and programme development.
2. **Digital Solutions:** Involving the integration and utilisation of digital management systems, including the Dashpivot software platform, to streamline construction project delivery, compliance, and reporting.

My approach is to integrate seamlessly into your operations, acting as an extension of your business. The specific services, deliverables, and fees for any project will be detailed in a separate PSA.

## 4. Website Use

### 4.1 Permitted Use

You are permitted to use the Website for your own personal and business purposes to review my services, access information, and contact me. You agree not to use the Website for any purpose that is unlawful or prohibited by these Terms.

### 4.2 Intellectual Property

The content of this Website, including all text, graphics, logos, and the arrangement thereof, is the property of KDB Consultants and is protected by copyright and other intellectual property laws. You may not reproduce, distribute, or create derivative works from any part of the Website without my prior written consent.

### 4.3 Disclaimers

The information on the Website is provided for general information purposes only. While I endeavour to keep the information up to date and correct, I make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the Website or the information, products, services, or related graphics contained on the Website for any purpose.

## 5. Engagement Process

1. **Initial Enquiry:** You may contact me via the Website, email, or phone to discuss your project requirements.
2. **Proposal & PSA:** Following our discussion, I will provide you with a detailed proposal and a Professional Services Agreement (PSA). The PSA will outline the specific scope of services, deliverables, timelines, fees, and other project-specific terms.
3. **Agreement:** The engagement will formally commence upon the signing of the PSA by both parties.

These Terms of Service will apply to our general relationship, but the terms of the signed PSA will take precedence for all matters related to the specific project it covers.

## 6. Client Obligations

To enable me to provide the Services effectively, you agree to:

- Provide clear, timely, and accurate information and instructions.
- Provide access to relevant sites, personnel, and documentation as reasonably required.
- Appoint a primary contact person to liaise with me.
- Make payments in accordance with the terms set out in the relevant PSA.

## 7. Fees and Payment

Fees for the Services will be detailed in the specific PSA for each project. Fees may be structured on a time and materials basis, a fixed-price basis, or as otherwise agreed. All invoices are to be paid within the timeframe specified in the PSA. I reserve the right to charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## 8. Intellectual Property Rights

I retain all intellectual property rights in any materials, methodologies, or software (including my proprietary configurations within the Dashpivot system) created or used in the provision of the Services. You are granted a non-exclusive, non-transferable licence to use any deliverables created specifically for your project for the purposes of that project only. This licence is conditional upon full payment of all fees due.

## 9. Confidentiality

Both parties agree to keep confidential all information concerning the business, affairs, customers, clients, or suppliers of the other party that may be received or obtained in connection with the provision of the Services. This obligation does not apply to information that is publicly available, already known to the receiving party, or required to be disclosed by law.

## 10. Data Protection

I am committed to protecting your privacy. I will process any personal data you provide in accordance with my Privacy Policy and the UK General Data Protection Regulation (UK GDPR). My **Privacy Policy** explains how I collect, use, and protect your personal data.

## 11. Limitation of Liability

My liability to you in respect of any loss or damage arising under or in connection with the Services, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount of the fees paid by you for the specific Services from which the claim arises, or the level of my professional indemnity insurance, whichever is the greater. The specific liability cap for each project will be defined in the relevant PSA.

I shall not be liable for any indirect or consequential loss or damage, including any loss of profits, revenue, or business opportunity.

This clause does not exclude or limit my liability for death or personal injury caused by my negligence, or for fraud or fraudulent misrepresentation.

## 12. Termination

Either party may terminate the engagement by providing written notice as specified in the PSA. I may terminate the engagement with immediate effect if you commit a material breach of these Terms or the PSA, or if you fail to make payment when due.

Upon termination, you will be required to pay for all Services performed up to the date of termination.

## 13. Force Majeure

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control.

## 14. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

## 15. General

- **Changes to Terms:** I may revise these Terms of Service at any time by amending this page. You are expected to check this page from time to time to take notice of any changes I make.
- **Entire Agreement:** For a specific project, the PSA, together with these Terms and the Privacy Policy, constitutes the entire agreement between the parties.
- **Severance:** If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

## 16. Contact Information

For any questions about these Terms of Service, please contact:

Dean Bailey  
KDB Consultants

**Email:** [dean@kdb.org.uk](mailto:dean@kdb.org.uk)

**Phone:** +44 7438 156360