

SITEPROOF GHANA

Client Service Agreement & Terms of Service

Effective date: [_____] | Version 1.0

This template is a starting point, not legal advice. Have it reviewed by a lawyer licensed in Ghana (and, if you take clients based in the US/UK/Canada, ideally one familiar with consumer protection rules there) before you rely on it with paying clients.

This Client Service Agreement ("Agreement") is entered into between SiteProof Ghana ("SiteProof Ghana," "we," "us") and the client identified at booking ("Client," "you"). By booking a service, paying an invoice, or submitting the site-check request form, the Client agrees to the terms below.

1. Parties & Definitions

Term	Meaning
"Site Visit"	A single, physical, in-person visit by a SiteProof Ghana agent to the Client's specified construction site.
"Report"	The written/photographic Project Status Report delivered to the Client following a Site Visit.
"Agent"	An individual engaged by SiteProof Ghana to conduct Site Visits on its behalf.
"Contractor"	The Client's independent builder or construction team, not affiliated with SiteProof Ghana.

2. Scope of Services

SiteProof Ghana provides independent, third-party visual verification of construction sites. Depending on the plan selected, this includes:

- Single Visit — one Agent visit, 10-15 timestamped photographs, GPS-verified location, a basic materials count, and a PDF report, delivered within 48 hours of the visit.
- Monthly Monitoring — four visits per month, photos and video, a materials checklist, progress tracking, and a monthly summary report.
- Full Oversight — weekly visits, budget tracking, a recorded contractor interview, 24-hour red-flag alerts, a monthly video call, and a completion inspection.

Exact pricing and inclusions are as stated on the SiteProof Ghana website or invoice at the time of booking and may be updated for future bookings with notice.

3. What This Service Is Not

This is the most important section of this Agreement. Read it carefully before booking.

SiteProof Ghana is a verification and reporting service only. It is not construction management, engineering inspection, project supervision, legal advice, or a guarantee of any kind. Specifically:

- We do not supervise, direct, hire, fire, or pay the Client's Contractor.
- We do not guarantee the quality, safety, structural integrity, or legal compliance of any construction work.
- We do not verify land titles, permits, or legal ownership unless expressly agreed in writing and priced separately.
- Our Agents report what is visually observable at the time of the visit only; we cannot detect defects that are not visible (e.g. inside walls, below foundations, behind finished surfaces).
- A favorable Report is not a warranty that the project will be completed on time, on budget, or to any particular standard.

The Client remains solely responsible for decisions about their construction project, including payments to the Contractor, contract terms with the Contractor, and any legal or engineering review they may need.

4. Client Responsibilities

- Provide accurate site location details, contact information, and a clear description of what should be verified.
- Ensure SiteProof Ghana Agents are permitted reasonable access to the site (Client is responsible for any access arrangements with the Contractor or site caretaker).
- Make payment in accordance with Section 6 before a Report is released.
- Understand that Agents will not intervene in disputes with the Contractor and will not accept instructions from anyone other than the Client or their designated representative.

5. Agent Access & Safety

If an Agent reasonably believes a site visit poses a safety risk (e.g. hostile Contractor, unsafe structure, denied access), the Agent may decline or postpone the visit. SiteProof Ghana will notify the Client promptly and reschedule or issue a partial credit at its discretion.

6. Payment Terms

- All prices are in USD unless otherwise stated.
- Payment is accepted via Zelle, Cash App, or PayPal (UK/Canada clients may also use Wise).
- Single Visit fees are due in full before the visit is scheduled.
- Monthly plans are billed at the start of each service month and auto-renew unless cancelled per Section 7.
- Reports are released upon confirmed receipt of payment.
- Late payment on monthly plans may result in a pause in visits until the account is current.

7. Cancellations & Refunds

- Single Visit: full refund if cancelled before an Agent has been dispatched; no refund once a visit has been completed.
- Monthly plans: cancel anytime with written notice (email or WhatsApp); cancellation takes effect at the end of the current billing month. No partial-month refunds.

- If SiteProof Ghana is unable to complete a paid visit within 7 days of the scheduled date due to circumstances within its control, the Client may request a full refund for that visit.

8. Confidentiality & Use of Reports

Reports and site information are prepared for the Client's personal use and are confidential to the Client. SiteProof Ghana will not share a Client's Report or personal details with third parties, including the Contractor, without the Client's written permission, except where required by law.

SiteProof Ghana may use de-identified photos or general (non-identifying) descriptions of visits for marketing purposes (e.g. website examples) only with the Client's separate, explicit consent.

9. Limitation of Liability

To the maximum extent permitted by law: SiteProof Ghana's total liability for any claim arising from these services is limited to the amount the Client paid for the specific Site Visit or billing period giving rise to the claim. SiteProof Ghana is not liable for indirect, incidental, or consequential damages, including financial losses relating to the Client's Contractor, construction delays, or defects not identified in a Report.

10. Indemnification

The Client agrees not to hold SiteProof Ghana responsible for actions taken (or not taken) by their Contractor, disputes with the Contractor, or decisions the Client makes based on a Report.

11. Independent Contractor Status

Agents are independent contractors or third-party partners engaged by SiteProof Ghana, not employees of the Client, and are not authorized to enter into agreements on the Client's behalf.

12. Governing Law & Disputes

This Agreement is governed by the laws of the Republic of Ghana. Any dispute will first be addressed through good-faith direct discussion between the parties; if unresolved within 30 days, either party may pursue mediation or the applicable courts of Ghana. [Adjust this clause with a lawyer if you plan to formally contract with clients based abroad.]

13. Changes to This Agreement

SiteProof Ghana may update these terms from time to time. Continued use of services after an update constitutes acceptance of the revised terms. Material changes will be communicated by email or WhatsApp.

14. Acknowledgement

By booking a service, submitting payment, or signing below, the Client confirms they have read, understood, and agree to this Agreement.

	Client	SiteProof Ghana
Name		
Signature		
Date		