# Site Visit Terms and Conditions

**Version v2026-11 (November 2026).** Applies to all pre-sale site visits.

Spinks Investments Limited, trading as SpinksInvest · Flower Business Park, Naivasha, Kenya · KRA PIN P051650509X · sales@spinksinvest.com · 0796 813 228

## 1. About these terms

**1.1** These terms apply to site visits carried out by Spinks Investments Limited, trading as SpinksInvest ("SpinksInvest", "we", "us"), before a client orders a POD or POD POOL.

**1.2** These terms form part of every site visit invoice that refers to them. Paying the invoice confirms that the client has read and accepts them.

**1.3** Nothing in these terms limits any right the client has under the Consumer Protection Act (Cap. 501) or other Kenyan law that cannot be excluded.

## 2. Fee and payment

**2.1** Site visits are charged from Kshs 20,000, depending on location. We confirm the fee before booking.

**2.2** The fee is payable in full before the visit is booked.

**2.3** The fee is not deducted from any later POD or POD POOL order.

## 3. What the visit includes

**3.1** One visit to one site by our team.

**3.2** An assessment of access for delivery, ground conditions, available utilities, the best placement for the POD or pool, delivery logistics and likely approvals.

**3.3** The findings are used to prepare an accurate quotation, including transport, on-site logistics and any site-specific costs.

## 4. What the visit is not

The visit is for quotation purposes only. It is not a structural survey, geotechnical or soil test, land survey, boundary check, title search or legal advice. The client should get these separately if needed.

## 5. Rescheduling and cancellation

**5.1** The client can reschedule free of charge with at least 48 hours' notice.

**5.2** If the client cancels with less than 48 hours' notice, or we cannot access the site on the day, the fee is not refunded.

**5.3** If we need to cancel, we will offer a new date. If no suitable date can be agreed, we will refund the fee.

**5.4** Once the visit has taken place, the fee is non-refundable.

## 6. Client responsibilities

**6.1** The client confirms they have permission for our team to enter the land.

**6.2** The client provides safe access and either attends the visit or arranges for someone to meet our team, with clear directions to the site.

**6.3** The client tells us about any known hazards on the land before the visit.

## 7. Photos and personal data

**7.1** We may photograph the site to prepare the quotation. These photos are for internal use only and are not published.

**7.2** We use the client's personal information only to arrange the visit and prepare the quotation, in line with the Data Protection Act, 2019.

## 8. Disputes and general

**8.1** If a dispute arises, either party should raise it in writing, and both parties will try in good faith to resolve it within 14 days. If it is not resolved, the parties will try mediation, and then arbitration in Nairobi under the Arbitration Act (Cap. 49).

**8.2** These terms are governed by the laws of Kenya. This clause does not stop a consumer from using any complaint route available under Kenyan consumer law.

**8.3** Questions about these terms: sales@spinksinvest.com or 0796 813 228.