

## Terms and Conditions of Service

### 1. Definitions and Interpretation

The following definitions apply in these Terms and Conditions:

“The Supplier” refers to NVPC Ltd of 9 Bellevue Road, Hornchurch, Essex, RM11 3SS, registered in England Wales number 7592498 and associated trading names including, but not limited to, “PATtestEast.co.uk” and “PAT-Testing-UK.com”.

“Business Day” means any day (other than a Saturday, Sunday or bank or public holiday) when banks in the City of London are open for business.

“Certificate” means the document certifying that the equipment has passed the Relevant Standards.

“Conditions” means these terms and conditions as amended from time to time in accordance with clause 11.

“Confirmation of Order” means the document dispatched by The Supplier confirming the Customer's order, the price and any extra or different provisions.

“Contract” means the contract between The Supplier and the Customer for the provision of the Services in accordance with these Conditions.

“Customer” means any individual, business, partnership, trust, company, body, authority, association or other organisation which enters into a contract pursuant to these Terms and Conditions for the provision of the Services.

“Equipment” means the equipment that is to be tested by The Supplier pursuant to the provision of Services,

“Failed Equipment” means that Equipment which fails to meet the Relevant Standards

“Normal Working Hours” means 9.00 am to 5.00pm Monday to Friday, excluding bank or public holidays.

“Order” means the Customer's order for Services as set out in the Customer's written acceptance of the Quotation.

“Price” means the cost of the Services set out on the Confirmation of Order.

“Quotation” means an estimate of the cost for providing the Services.

“Relevant Standards” means those commonly accepted practices and standards in Health and Safety Testing and those relevant laws and regulations in force at the time the Services are carried out.

“Services” means the services supplied by The Supplier to the Customer as set out in the Confirmation of Order.

“Site” means the premises where the Services will be performed as detailed in the Confirmation of Order.

- 1.1. Any reference to a particular statute or statutory provisions, code, policy or similar is to it as it is in force for the time being taking into account any amendment, extension, application or re-enactment for the time being.
- 1.2. Words in the singular include the plural and vice versa and references to one gender includes a reference to the other gender.
- 1.3. Provision headings are for reference only and do not affect the construction or interpretation of these Terms and Conditions.
- 1.4. Where the context permits, any reference to The Supplier includes its duly authorised representatives, officers, servants and agents.

- 1.5. A reference to a party includes its successors or permitted assigns.
- 1.6. Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to, this document, The Terms and Conditions.

## **2. Quotations**

Quotations for services may be given by The Supplier on the basis that:

- 2.1. Any quotation given by The Supplier shall not constitute an offer, and is only valid for a period of 30 (thirty) days from the date shown on the quotation; and
- 2.2. The Supplier reserves the right to cancel or withdraw the quotation at any time.

## **3. Orders**

- 3.1. The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.
- 3.2. No Order shall be deemed accepted until The Supplier issues a Confirmation of Order at which point and on which date the Contract shall come into existence
- 3.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of The Supplier which is not set out in the Contract
- 3.4. The Conditions apply to the Contract to the exclusion of any terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealings.
- 3.5. The Customer must ensure that the details of the Order are complete and accurate and The Supplier shall not be liable for any damage or loss, whether direct or indirect, howsoever caused to the Customer as a result of the information provided to The Supplier being incomplete or inaccurate.

## **4. Services**

- 4.1. The Supplier will provide the Services during the Normal Working Hours at such times as arranged between The Supplier and the Customer.
- 4.2. The Supplier shall use all reasonable endeavours to carry out and complete the Services by any dates specified in the Confirmation of Order but such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3. The Services shall be carried out at the Site and in relation to the Equipment agreed with the Customer in advance
- 4.4. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and The Supplier shall notify the Customer in any such event.

## **5. Service Limitations**

- 5.1. Equipment which is tested by The Supplier and which passes the Relevant Standards complies with the Relevant Standards at the time of testing only. Immediately following testing the Equipment and its safety becomes the responsibility of the Customer.
- 5.2. The Supplier will notify the Customer of Failed Equipment. Upon receiving such notification responsibility for withdrawing the Failed Equipment from use immediately passes to the Customer. The Supplier accepts no liability for any Failed Equipment which is not repaired or withdrawn from use.

5.3. The Supplier does not undertake and will not be liable to:

- 5.3.1. repair the Equipment; or
- 5.3.2. to keep the Equipment in repair; or
- 5.3.3. to replace the Equipment; or
- 5.3.4. to prepare the Equipment for inspection; or
- 5.3.5. to reassemble the Equipment; or
- 5.3.6. to pay the costs of any such works.

5.4. The Supplier may recommend that certain equipment at the Site is either replaced or additional equipment introduced to ensure compliance with the Relevant Standards. The new or replacement items include but are not limited to those items listed in the Schedule (“Items”). If the Customer agrees to The Supplier providing the Items, The Supplier shall supply the Items using reasonable care and skill and shall charge the Customer for each Item supplied in accordance with The Supplier current price lists.

5.5. The Supplier will only undertake to carry out free repairs on cables and equipment terminated in a 13A British Standard 3 pin plug where:

- 5.5.1. The plug requires replacement as a result of in service damage
- 5.5.2. There is a Cable fault within 10cm of the plug
- 5.5.3. A fuse requires replacement following in service failure

## **6. Cancellation**

6.1. No cancellation or variation of the terms of the Order by the Customer shall be accepted without the written consent of The Supplier.

6.2. The Supplier may cancel the Contract without limiting its other rights or remedies:

- 6.2.1. upon written notice to the Customer at any time prior to forty-eight hours before the Services were due to be undertaken pursuant to clause 4.1; or
- 6.2.2. with immediate effect by giving written notice to the Customer if the Customer fails to pay any sum due under the Contract on the due date for payment.

6.3. The Customer may cancel the Contract at any time with the following conditions:

- 6.3.1. Where the Contract is expected to be completed in one working day or less and the Customer cancels less than 1 working day before the Services are due to be performed, or the Supplier, its employees, agents or sub-contractors are unable to gain access to the site, then a minimum charge of £99.00 (plus taxes if applicable) will be due.
- 6.3.2. Where the Contract is expected to exceed one working day and the Customer cancels less than 5 working days before the Services are due to be performed, or the Supplier, its employees, agents or sub-contractors are unable to gain access to the site, then a minimum charge equal to 25% of the estimated Contract value will be due.

## **7. Price and Payment**

7.1. The Price shall be exclusive of any value added tax or other applicable taxes which amounts shall be payable in addition when the Price is due (if applicable).

7.2. The Supplier will not charge an additional fee for performing the Services outside the “Normal Working Hours” however such arrangements will be subject to an increased minimum charge as deemed appropriate by The Supplier.

7.3. The Supplier shall invoice the Customer on completion of the Services.

- 7.4. The Supplier may impose additional charges including time charges for waiting and the customer shall pay such charges if The Supplier is prevented from performing its obligations under these conditions by reason of the acts and/or omissions of the customer.
- 7.5. The Customer shall pay each invoice submitted by The Supplier within 14 days of the date of the invoice.
- 7.6. Time for payment shall be of the essence of the Contract.
- 7.7. No payment shall be deemed received until The Supplier has received payment in pounds sterling in full and cleared funds
- 7.8. All payments due by the Customer shall become due immediately on the termination or cancellation of the Contract for whatever reason.
- 7.9. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless The Supplier has agreed to the same in writing.
- 7.10. Without prejudice to any other rights and remedies of The Supplier, if the Customer fails to pay The Supplier any sum due pursuant to the Contract, the Customer shall be liable to pay interest to The Supplier on such sums from the due date for payment at the current rate authorised under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis until payment is made, whether before or after any judgment. If civil proceedings are issued against the customer, a claim will also be made for statutory interest on the amount outstanding calculated as detailed above and for any legal and court costs.

## **8. Customer's Obligations**

- 8.1. In order to provide the Services, the Customer shall provide to The Supplier, its employees, agents, consultants and subcontractors:
  - 8.1.1. Full, unrestricted and convenient access to the Site and the Equipment; and
  - 8.1.2. All necessary utilities (including mains electricity) and other normal supplies required to undertake the Services.
- 8.2. The Customer shall:
  - 8.2.1. Maintain suitable public liability insurance for the duration of this Contract with a reputable insurer and shall provide a copy of the insurance policy and proof of payment of the premiums to The Supplier upon reasonable request; and
  - 8.2.2. Co-operate with The Supplier in all matters relating to the Services
- 8.3. Prior to undertaking the Services, The Supplier shall undertake an initial Site and risk assessment. If The Supplier is not satisfied as to the safety or suitability of the Site or the risks prior to or during the provision of the Services, it may refuse to provide further Services at any time.

## **9. Acceptance of Services**

- 9.1. Following the provision of the Services The Supplier shall provide the Customer with a report of the assessments, testing and any other recommendations ("the Report").
- 9.2. Upon receipt of the Report of The Supplier, the Customer shall sign off the provision of the Services. Such sign off shall indicate the acceptance of the Services by the Customer. If the Customer fails to signal its acceptance of the Services within 14 days of the date of the Report, the Customer is deemed to have accepted the Services.

## **10. Limitation of Liability**

- 10.1. This clause sets out the entire limitation (including any liability for the acts, defaults, neglect or omissions) of The Supplier in respect of any breach of the Contract and/or any tortious statement, act or omission including negligence arising under or in connection with the Contract.
- 10.2. Nothing in these Conditions excludes or limits the liability of The Supplier for:
- 10.2.1. death or personal injury caused by the negligence of The Supplier or the negligence of its employees, agents or subcontractors; or
- 10.2.2. fraud or fraudulent misrepresentation
- 10.3. Subject to clause 10.2, The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the replacement cost of replacement of any equipment damaged by The Supplier in the provision of the Services.
- 10.4. Subject to clause 10.2, The Supplier shall not be liable to the Customer, whether in contract, tort (including negligence) breach of statutory duty, or otherwise for any pure economic loss, loss of profit, loss of business, and depletion of goodwill or otherwise in each case whether direct or indirect or consequential, or any claims for consequential compensation however caused, which arise out of on in connection to the Contract.
- 10.5. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.6. This clause shall survive termination of the Contract.

## **11. Variation**

No variation of these Conditions and the Contract shall be valid unless it is in writing and signed by the authorised representatives of the Parties.

## **12. Assignment**

- 12.1. The Supplier may assign its rights or obligations under the Contract or any part of it to any person, firm or company.
- 12.2. The Customer shall not be entitled to assign its rights or obligations under the Contract or any part of it without the prior written consent of The Supplier.

## **13. Force Majeure**

The Supplier shall not be liable for any loss or damage suffered by the Customer, howsoever caused, whether direct or indirect, if it is prevented from or delayed in the carrying on of the Services due to circumstances beyond the reasonable control of The Supplier including, without limitation, acts of God, natural disasters, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether relating to The Supplier's workforce or the workforce of suppliers or other contractors of The Supplier), failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction or restraints or delays affecting carriers.

## **14. Delays other than by Force Majeure**

The Supplier shall not be liable for any loss or damage suffered by the Customer, howsoever caused, whether direct or indirect, if the Supplier is delayed in performing the Services if such delay is caused by:

- 14.1. delays in obtaining equipment, parts or delays in transport of the same;
- 14.2. the Customer employing other workers meaning that The Supplier has to wait for them to complete their work before it can perform the Services;
- 14.3. The Supplier is unable to access the Site on the date and time agreed;
- 14.4. the Site has not been made ready by the Customer as agreed; and
- 14.5. other similar events shall constitute force majeure events for the purposes of this clause

## **15. Severability**

If any provision of the Conditions or the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severed and the remainder of such provision shall continue in full force and effect.

## **16. Waiver**

- 16.1. Failure or delay by The Supplier in enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Conditions or the Contract.
- 16.2. Any waiver by The Supplier of any breach of, or any default under, any provision of the Conditions or the Contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.

## **17. Third Parties**

The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

## **18. Law and Jurisdiction**

The formation, existence, construction, performance, validity and all other aspects of the Contract shall be governed by the law of English and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

## **19. Communications shall be deemed to have been received:**

- 19.1. if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 19.2. if delivered by hand on the day of delivery; or
- 19.3. if sent by fax on a working day prior to 4.00pm, at the time of transmission, and otherwise on the next working day at 9.00am.
- 19.4. if sent by email on a working day prior to 4.00pm, at the time of transmission, and otherwise on the next working day at 9.00am.

## **20. Entire Agreement**

- 20.1. The Conditions and the Contract shall constitute the entire agreement between the Parties.
- 20.2. Any statements, representations or warranties made orally or in writing prior to the formation of the Contract do not form part of the Contract and are superseded by the Conditions and the Contract unless a duly authorised representative of The Supplier specifically confirms them in writing at the time of the despatch of the Confirmation of Order.