## Stay Safe PAT Testing Terms and Conditions

### **Background**

These Terms and Conditions shall apply to the provision of services by Peter Cox t/a Stay Safe PAT Testing to clients that require our services.

### **Definitions and Interpretation**

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

### "Agreement"

means the contract into which the parties will enter on the clients acceptance of the Quotation and of these Terms and Conditions;

### "Client"

means the individual or business that requires the Services subject to these Terms and Conditions;

#### "Estimate"

means a estimate detailing proposed fees and services supplied to the Client:

## "Services"

means the electrical inspection and testing, repair, services provided by Stay Safe PAT Testing as detailed in these Terms and Conditions;

### **Price to Provide Our Service**

The guide prices listed are for the combined formal inspection and testing of electrical appliances (PAT testing) terminating in a standard BS 1363A plug in an office environment. Tests carried out are in accordance with the IET Code of Practice for In-service Inspection and testing of Electrical Equipment. As an additional service we also offer microwave oven testing and socket testing.

## Included in the price:

Travel to the place of testing (within 20 miles of Swadlincote)

All labour costs

Out of hours service including Sundays

Professional PASS and FAIL labels

Asset Register including PAT test results (PDF)

Certificate of PAT Testing (PDF)

Free minor repairs including rewiring of plugs

Free replacement fuses

The IET Code of Practice classes IEC (kettle) leads as a separate item. Please take note of this when determining the number of items required for PAT testing. For example a desktop computer and monitor each with it's own IEC lead is classed as 4 items.

## **Charged Extra:**

Replacement Plugs

Replacement IEC leads

Complete power cord replacement

Out of area travelling expenses

### Other Charges:

Late Cancellation of appointment (less than 24 hours) £40

Waiting time: We reserve the right to charge an hourly rate of £15 if for reasons outside our control we are:

- 1. Unable to commence testing within a reasonable time of arriving at your premises.
- 2. Unduly delayed after commencing testing.

Daily Charge: A daily charge of £107.50 may be levied if for reasons outside our control we are unable to complete a minimum of 70 tests per day.

### **Estimate**

When estimates are based on information supplied by the client we reserve the right to amend our charges should that information be incorrect.

## Ownership of Test Results

The company retains ownership of all PAT test results pending full payment of invoices. On receipt of cleared funds the test results and certificate of testing will be emailed to the client.

### **Payment**

The price for the goods and/or services shall be payable no later than 30 days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

### **Liability**

The client accepts when engaging us for our services that the company's liability is limited to personal injury and damage to property only.

In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item.

Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system, which occurs due to faults in your system.

We will not be liable for any loses whatsoever (including, without limitation, indirect, consequential, or incidental loses) to business profits, business interruption, loss of business information (including computer data or similar data), or other pecuniary loss arising out of the use of our services, even if we have been advised of the possibility of such loses.

The client will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

### **IT Equipment**

Without prior written permission requesting a full test, a minimal visual inspection only will be carried out on the following equipment:

File servers
Mail servers
Network switches, hubs and routers
Telecommunications equipment

If a full visual or combined inspection and test is required then it is the clients responsibly to disconnect and reconnect all equipment prior to and after testing takes place.

### **Timer Controlled Equipment**

The client accepts that reprogramming of equipment with a volatile memory that may loose stored settings when disconnected from a mains supply will be the responsibility of the client.

# **Data Protection**

The client consents to the computer storage and processing of personal data by us in connection with this Agreement and to the transmission of this data for the purposes of credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.