

GENERAL TERMS OF BUSINESS

UK Building Compliance is a trading name of Propsol Limited, registered company in England and Wales – Company No 07015195. It submits all quotations and price lists and accepts all orders subject to the following conditions of contract, which apply to all contracts for goods supplied by or work done by them or their employees to the exclusion of all other representations, conditions or warranties, express or implied.

Each order received by UK Building Compliance will be deemed to form a separate contract to which these conditions apply and any waiver or any act of non-enforcement or variation of these terms, or part thereof, shall not bind or prejudice the UK Building Compliance in relation to any other contract.

UK Building Compliance reserves the right to refuse to accept any contract that is deemed to be contrary to UK Building Compliance's policies and terms in force at the time.

You the client may confirm your instructions to UK Building Compliance either verbally, by email or in writing but any instruction is not binding until provision of a signed copy of these terms and conditions.

PRICING

All prices shown on the UK Building Compliance price list, or on quotations offered by them, are based upon the acceptance of these conditions. Any variation of these conditions requested by the client could result in changes in the offered pricing or refusal to supply.

All prices quoted by UK Building Compliance are subject to VAT at the standard rate.

PAYMENT

UK Building Compliance terms of payment are payment on receipt of invoice. Once full payment is received the relevant certificate will be issued.

Any charges incurred in making the payment, either currency conversion or otherwise shall be paid by the client.

UK Building Compliance reserves the right to charge interest at a rate of 2% per month above the current base rate of HSBC PLC at that time on any overdue accounts.

CANCELLATION

Should an appointment be confirmed and later cancelled without sufficient notice (to be given in writing) the following charges will apply:

Less than 72 hours' notice = 50% of the total fee

Less than 24 hours' notice = 100% of the total fee

PASSING OF RISK AND TITLE

The passing of risk for any supply made by UK Building Compliance shall occur at the time of delivery. The title however shall not pass to the client until payment has been received in full by UK Building Compliance.

GOVERNING LAW

This agreement and the performance of both parties shall be governed by English law. Any disputes under any contract entered into by UK Building Compliance shall be settled in a court of UK Building Compliance's choice operating under English law, and the buyer agrees to attend any such proceedings.

INDEMNITY

The client shall indemnify UK Building Compliance against all claims made against UK Building Compliance by a third party in respect of the goods supplied by UK Building Compliance.

SEVERABILITY

If any part of these terms and conditions is found to be illegal, void or unenforceable for any reason, then such clause or section shall be severable from the remaining clauses and sections of these terms and conditions which shall remain in force.

LIMITATION OF LIABILITY

Nothing in this agreement limits or excludes the UK Building Compliance's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

Subject to the foregoing the UK Building Compliance shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;

- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information;
- (g) any indirect or consequential loss.

WEBSITE

The content of our website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

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From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

The Site is not guaranteed to be free from any computer viruses and it is strongly recommended that you check for such viruses before downloading it to your computer equipment. We are not responsible for any loss, corruption, damage or disruption to your computer system (including data, software, operating system and hardware), which may occur whilst using the Site or materials downloaded from it.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

We reserve the right to make changes to any part of the Site. Due to our policy of updating and improving the Site, we may wish to change these Terms and Conditions (including those relating to your use of Content). Your acceptance of any changes to these Terms and Conditions is made by you using the Site after we have published or notified you of the changes. If you do not accept the changes, you should not use the Site any further after the changes have been published at the end of these Terms and Conditions or after you receive notice of changes to the Terms and Conditions.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or misstatement based on any statement in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

SERVICE TERMS

AIR TIGHTNESS TESTING

Retests are charged at 100% of the original price, if they are not able to be carried out on the same day.

The quotation allows for carrying out the test during normal site hours of 08:00-17:00, Monday to Friday. If our operatives are required on site before or after these hours, an additional 20% charge will apply to the quoted fee as will attendance at any time on a Saturday or Sunday. Bank Holidays will be subject to staff availability and carry a 40% additional charge.

You must ensure that 240V/110V uninterrupted mains power is available within 5 meters of the test site.

We require the maximum allowable air leakage as stated within your specification or under your SAP rating at least 24 hours prior to the test date. If we do not receive the value prior to the test date, we reserve the right to base the test on the maximum allowable figure of 10m³/hr/m²@50 Pa.

Any test schedules agreed to and / or outlined in quotes are strictly proposals. It is the responsibility of the client to ensure that their order meets with the approval of the relevant Building Control Body.

Unless previously agreed in writing, test reports and certificates will only be released on receipt of full payment.

We will not accept any Contra Charges or LADs for any amount greater than the total value of our works.

Whilst we use due diligence and quality management in our efforts to produce reports and certificates without mistakes, we will not accept any responsibility for any costs associated with actions taken by the client for any reason based on information contained in tests, reports or certificates.

Whilst every reasonable care is taken to avoid damage during the testing process, we are unable to accept any responsibility for damage caused to finishes or paintwork during the sealing or testing process, howsoever caused.

We require a parking space for a transit van type vehicle within 10 meters of the test location on site. If you are unable to provide a parking space, parking charges including any fines incurred will be chargeable. Congestion charges and road / bridge tolls will also be in addition to the price quoted if incurred en route to site.

If we are unable to complete the testing scheduled, due to our being delayed by site conditions, personnel or failure of a formal test, additional costs may be incurred.

Prior to the test being carried out we will issue a checklist of items to be completed prior to our arrival on site. (This list will include areas where dwellings are particularly prone to leakage which must be adequately sealed) If upon arrival on site this list has been signed but not completed, we reserve the right to abort the test and leave the site. In this event the full test fee will be payable.

We cannot accept any responsibility for any costs that may be incurred by the client due to our being unable to attend site on an agreed test / survey date or time due to reasons beyond our control, including but not limited to: Weather conditions, traffic delays and vehicle or test equipment breakdowns.

We cannot accept any responsibility for any costs that may be incurred by the client due to our being unable to carry out a test due to equipment breakdown or damage or adverse weather conditions preventing a valid test in accordance with industry and regulatory standards.

In the absence of written confirmation of acceptance, once we have visited site to undertake our works, you are deemed to have fully accepted our terms and conditions.

Unless otherwise agreed in writing, you are responsible for ensuring that a test doorway of no larger than 1000mm x 2100mm and no smaller than 800mm x 1800mm is available for the installation of our test equipment.

SOUND INSULATION TESTING

We require the Required Sound Insulation data for the partition (if different to the requirements of Part E of the Building Regulations), at least 2 days prior to the test date.

Prior to the test(s) being carried out we will issue a checklist of items to be completed prior to our arrival on site. If upon arrival on site this list has been signed but not completed, we reserve the right to abort the test and leave the site. In this event the full test fee will be payable.

We have allowed for 1 visit to site for the completion of sound testing unless otherwise specifically stated in our quote. Please note that all fees quoted for sound testing include all expenses, accredited certification, travel and equipment costs. The fees quoted do not include for re-testing should there be any failures. A separate fee should be agreed for such works. Currently, re-testing is charged at 100% of the full fee originally quoted.

Quiet conditions will be required, with no work at all near the rooms being tested. Site staff should be informed of the noise test programme and be prepared to leave punctually as required. External noisy activity within control of the site manager should be stopped. We should also be informed of any other noisy activity likely to be occurring on the test day (e.g. road works). The tests are likely to last for several hours, depending on the number of tests involved.

Access and an uninterrupted electricity supply will be required to both properties / rooms being tested in each of the test(s). Please note that generators are unsuitable, unless of the large, "whole site" type.

Floor coverings must not be laid for the test.

In the event of difficulties with access, power failure or any other site issues occurring, which prevent the completion of the required number of tests within each visit: an additional visit to site may be required: this would incur additional costs and require prior agreement with you the client in order to proceed.

Following our final visit to site, PDF copies of a report providing the test certificates in accordance with BS EN ISO 140 / ISO 717 will be issued, along with a link to the secure ANC server for verification of test results in accordance with the Building Regulations.

ENERGY PERFORMANCE CERTIFICATES

The Customer agrees to notify UK Building Compliance of any potential risks or hazards that may be encountered during the assessment.

The assessment will normally take between 30 to 90 minutes to complete, but may vary depending on the circumstances.

The 'DEA' will require access to all internal rooms and parts of the property during the assessment. This includes access to any loft void if it is safe and practical to do so. In some instances access to any surrounding garden areas may be required to

enable external measurements of the building to be taken. Uninhabited outbuildings, sheds and detached garages will not normally need to be accessed.

It is not necessary for the customer to clear cupboards, move furniture or roll back carpets in preparation for the assessment.

During the assessment, measurements will be taken and features contributing to energy performance will be recorded. In addition the client grants permission for the DEA to take photographs of certain features including; front and rear elevations, extensions and/or conservatory, boiler or primary space heating, hot water tank, heating controls, meters and any other evidence to support the EPC.

Site notes created during the assessment will be retained by UK Building Compliance for 15 years, along with limited information about the customer (name, address, telephone number, email etc.). All information will be stored in line with current Data Protection requirements.

If children or vulnerable adults are present during the assessment, a responsible adult must also be present. Any pets should be kept under control at all times.

If the assessment is to be carried out on an unaccompanied basis, the customer agrees to provide clear instructions to UK Building Compliance to enable safe and trouble-free access to the property. In particular this must include reliable arrangements for the collection and return of any keys, along with details of any alarm entry system.

The EPC is produced by way of a simple visual inspection, not a survey, and is limited to energy performance only.

The customer confirms that they are the legal owner of the property, or alternatively, that they are acting under the instruction and/or with the permission of the legal owner of 'The Property'.

Signed by the Customer

Full name

Company/organisation

Dated

We confirm by signing that we have read and understood the above terms of business

