

TERMS AND CONDITIONS

Inspection Network Limited are authorised to undertake examination and inspection business on behalf of clients throughout the United Kingdom and have been accredited by UKAS (United Kingdom Accreditation Service) Accreditation Number 0360.

Inspection Network Limited shall make periodical examinations of plant and equipment at the statutory periodicities and issue reports thereon. The inspections are carried out under the following regulations: -

LOLER	Lifting Operations and Lifting Equipment Regulations 1998
PUWER	Provision and Use of Work Equipment Regulations 1998
COSHH	Control of Substances Hazardous to Health 2002
PSSR	Pressure Systems Safety Regulations 2000
FET	Fixed Electrical Testing BS7671

Inspection Network will exclude any inspections under COMAH (The Control of Major Accident Hazards Regulations 2015) if our engineers are not made aware that the site they are attending operates under such regulations.

Any Contract of services provided by Inspection Network will state that there may need to be further action required by the customer to comply with the requirements and provisions of the Control of Major Accident Hazards 2015.

1. PRESENTATION AND RENEWAL

It is your duty to ensure that all matters material to the Service are accurately and completely disclosed to **Inspection Network Limited** and to make **Inspection Network Limited** aware of any material changes affecting the Service, during the period of the Inspection Contract.

2. FEE COLLECTION

Inspection Network Ltd shall prepare a debit note that will be sent to you or your insurance broker for onward transmission, as soon as fees have been agreed. In the event of any delay in the agreement of the final fee, **Inspection Network Limited** may prepare and submit a debit note equivalent to 100% of the anticipated fee.

You shall pay **Inspection Network Limited** each fee in accordance with the debit note within 30 days from the inception date of each Inspection Contract, unless specifically agreed on an individual basis.

Once **Inspection Network Limited** has received confirmation of the inception, renewal or amendment of the Inspection Contract, you shall be liable to **Inspection Network Limited** for the payment of all fees that may be or may become due at any time to the Inspection Contract.

You must inform us of any issue with any invoice provided by us within 15 working days of the date of receipt of the invoice, otherwise, the invoice shall be deemed to be accepted in full by you.

3. EXAMINATIONS

Inspection Network Limited shall make periodical inspections of plant and equipment at the statutory periodicities and issue reports thereon. You shall make no attempt to try and influence or affect the outcome of the Thorough Examination.
You should contact **Inspection Network Limited** if the reports have not been received within 28 days of visit and/or inspection.
Inspection Network Limited shall reasonably endeavor to carry out inspections on dates required by you but failing this the inspections shall be carried out on mutually acceptable dates

4. SUSPENSION OF SCHEDULES

If you are late in paying any invoice, we shall be entitled (in addition to any other rights we may have) to suspend provision of any Inspection Service to you until such time as that invoice has been paid in full. We shall have no liability to you arising out of or in connection with such suspension (including any pieces of Plant becoming overdue for statutory inspection). You acknowledge that where we have suspended provision of the Inspection Service to you under this clause that even when we recommence the provision of an Inspection Service to you, due to other commitments and/or the buildup of items requiring inspection, this may mean that we are unable to provide the Inspection Service in relation to Plant prior to its required inspection date (and again, we shall have no liability to you arising out of or in connection with such suspension). Furthermore, if no payment is received and the inspections have been carried out (i.e. on an urgent basis following intervention by the relevant authorities or for additional items) then no reports or schedules will be released to you until such time as that invoice has been settled.

5. PLANT NOT AVAILABLE – ATTENDANCE AND REINSPECTION

Where **Inspection Network Limited** attends a customer site to carry out a pre-arranged inspection and the plant, equipment, or item(s) scheduled for examination are not available, accessible, or in a suitable condition for inspection, **Inspection Network Limited** reserves the right to charge the full inspection attendance fee.

Plant shall be deemed unavailable where, including but not limited to, the item is in use, missing, inaccessible, not presented for inspection, or out of service due to breakdown or other operational circumstances. In such circumstances, **Inspection Network Limited** will be deemed to have attended site in good faith and incurred associated operational costs. The inability to complete the inspection due to plant not being available shall not constitute any fault or liability on the part of **Inspection Network Limited**.

Where an inspection cannot be completed for the reasons stated above, the customer may arrange a reinspection appointment at a mutually convenient time during normal business hours (Monday to Friday). The customer is responsible for contacting **Inspection Network Limited**'s administration team to arrange the reinspection. Any reinspection will be treated as a new appointment and will be subject to the applicable inspection fee.

Where inspections are requested outside normal business hours, including evenings, weekends, or Bank Holidays, additional charges will apply. Out-of-hours inspection services are subject to availability and fees starting from £265.00 plus VAT may be incurred. Customers should contact **Inspection Network Limited** in advance to discuss requirements and confirm applicable charges.

Inspection Network Limited reserves the right to apply the relevant attendance, reinspection, and/or out-of-hours charges where inspections cannot be completed due to the plant not being made available at the scheduled appointment time.

6. ADDITIONAL CHARGES AND CONSULTANCY FEES

The company also will make the undernoted charges if applicable.

Additional Rates (all subject to VAT at the Prevailing Rate)	
Time spent on Consultancy	**Fee**
Minimum Visit Charge and up to 3 hours	**£265.00**
Per hour or part hour over 3 hours	**£100.00**
Engineer Special Service request- Witness of repairs, Special Service Investigations, Document review.	**Priced on Application (POA)**
Additional Standing Charge for Saturdays, Sundays and bank holidays will apply.	**Priced on Application (POA)**

7. VARIATION

This Agreement may be amended, superseded, cancelled or any of its terms and conditions waived only by written instrument signed by or on behalf of **Inspection Network Limited**

8. CONFIDENTIALITY

Inspection Network Limited shall treat any information relating to the other party, its business and clients as confidential. We shall not disclose such information to any third party, nor use it for any purpose except as is necessary for the performance of this Agreement or for the enforcement of that party's right in law or contract. The provision of this clause shall continue notwithstanding any termination of this Agreement.

Where information is to be placed in the public domain, except information that the client makes publicly available or when agreed with the client, the client shall be informed in advance.

However, enforcing authorities have a legal statutory right to certain information that we hold and we have a legal obligation to release such information to them. The client will always be informed prior to such information being released.

9. DATA PROTECTION

All parties will comply at all times with the Data Protection Act 1998 and with the guidelines and guidance notes issued from time to time by the United Kingdom Information Commissioner. Both parties warrant that they will comply with the provisions of the applicable UK, EU and any other data protection laws including the General Data Protection Regulation (Regulation EU 2016/679), and any other applicable data protection laws.

10. GOVERNING LAW

This Agreement is governed and construed in accordance with the laws of England. All parties submit to the exclusive jurisdiction of the English courts.

11. FEE ADJUSTMENT

The fee shall be adjusted at any time during the Period of Contract to allow for addition and/or deletion of any plant and equipment.

12. WORKING HOURS

Unless otherwise agreed **Inspection Network Limited** shall carry out examinations Monday to Friday 08.00 to 17.00. An additional charge will be levied where examinations are carried out at the Customer's request outside these times. Weekend examinations should they be required will be charged out at a supplementary fee in addition to the normal inspection charge outlined in section 6. We will provide you with a quotation prior to any work being carried out.

13. DUPLICATE REPORTS

We will provide you with copies of all Examination reports by either e mail or post free of charge. It is your responsibility to store copies of the reports in a safe place. If you have not stored copies of the reports before the Contract terminates, an administration fee of £50.00 plus VAT will be charged before we provide any copies of the missing reports to you.

14. VALUE ADDED TAX

The fee payable by the client shall include Value Added Tax at the prevailing rate chargeable.

15. CLIENTS RESPONSIBILITIES

Although we will seek to carry out Examination of the Plant listed in the Plant Schedule at intervals agreed with you, where the Examination is to be carried out in accordance with any statutory regulation(s) it is your legal obligation as the client (and not **Inspection Network Ltd**) to ensure that the Plant is examined within any prescribed inspection interval.

Where you are a new customer with Plant which is overdue for inspection or where you are an existing customer with additional Plant which you wish to add to an existing Plant Schedule (and such additional Plant is overdue for statutory inspection); we will liaise with you to agree a timetable for inspection of the Plant which is overdue for statutory inspection.

By agreeing the Plant Schedule or inspection timetable with us, you agree to waive any rights you may have, now or in the future, against us arising out of or in connection with Plant which is overdue for statutory inspection and you agree to indemnify us for any liability, costs, claims or expenses however incurred, arising out of or in connection with Plant which is overdue for statutory inspection.

You are responsible for the care, custody and control of the Plant at all times and all items of work equipment are to comply with the Work Directive and is to be marked with either the CE or UKCA stamp conforming to minimum standards set out by enforcing authorities.

Before each Examination you will inform us of any matter, including any misuse or incident involving or affecting the Plant, or modification to the Plant, which is relevant for the purposes of our Examination.

To enable completion of the Inspection Service you must:
• agree with us the date for the Examination of each piece of Plant;
• at your expense, clean, prepare or open out all Plant to the condition agreed with us before the examination is due.

If you change any local site requirements, which would result in **Inspection Network Limited** incurring significant additional costs or disbursements in performing the Inspection Service, we will charge you for those in addition to the Fee.

Where an inspection requires the services of a third-party contractor (i.e. boiler service engineers, NDT contractors) it is your responsibility to book those services in liaison with **Inspection Network Ltd**. You are liable for payment of third-party services.

16. CANCELLATION OF APPOINTMENTS

Where it is necessary for **Inspection Network Limited** to cancel or move an appointment due to circumstances beyond their control, every effort will be made to reschedule an appointment within an acceptable time period.

Once confirmed, a scheduled appointment may be cancelled free of charge up to 48 working hours beforehand. (Please note that unless by prior arrangement we do not work weekends) Cancelled appointments with less than 48 working hours' notice will incur an additional charge of £265.00 plus VAT.

Should any third-party engineers (i.e. Boiler Engineers, NDT engineers, Lift Engineers or Coffee Boiler engineers etc.) fail to make their prearranged appointment for any reason with the client (other than circumstances completely beyond their control) Inspection Network reserve the right to make a charge to recover their costs and expenses incurred for that day.

This does not preclude Inspection Network from restricting their expenses to local engineers.
You will be invoiced and the onus is on you to recover your outlay from the contractors concerned

17. CANCELLATION OF CONTRACTS

Inspection Network Limited will make a charge of 10% of the contract value plus VAT at the prevailing Rate (subject to a minimum charge of £25 plus VAT) if a contract is cancelled or lapsed mid-term if no inspections have been carried out, to cover administrative costs. If inspections have been carried out there will be no refund of fee.

18. LONE WORKING

Inspection Network Limited's Engineer Surveyors may work in remote locations e.g. machine rooms, boilers, boiler houses, basements, lift shafts etc. If they were to suffer an accident or incident leading to loss of mobility and/or consciousness it could be some time before they are discovered and receive attention.

Customers must have procedures in place to monitor the safety of our Engineer Surveyors. These will depend on the risk to the Engineer Surveyor, the site layout and specific hazards. Examples could include: A method for booking in and out of site so that the Engineer Surveyor can be accounted for in the event of an emergency. If this is not available, then the engineer surveyor will inform you of a time limit that he will be in such an area.
You may be asked to monitor the Engineer Surveyor at regular intervals by sight or other means of communication.

Customers must have a mechanism for notifying an Engineer Surveyor that there is an emergency situation and that he/she needs to evacuate. Sometimes emergency alarms cannot be heard where an Engineer Surveyor is working and so other warning mechanisms will need to be in place. Inspection networks Engineer Surveyors are not permitted to work alone in unoccupied premises unless safe systems are in place (including an appropriate method of communication.)

19. ASSISTANCE

The Customer shall render any assistance reasonably required by **Inspection Network Limited**, its employees or agents to carry out inspections.

20. ACCESS

Unless otherwise agreed in writing, the Customer shall provide any access equipment as is considered reasonable in order that **Inspection Network Limited** can safely complete the inspection requirements. (Mobile elevated work platforms (MEWPs), scaffolds, ladders, lighting, gas free certificates, prohibited access barriers etc.) Where a MEWP is provided for use, it must be accompanied by a competent and certified operator. As a matter of policy our engineers will make use of, but not operate MEWPs whilst examining equipment at height.

To maintain our ISO17020 accreditation, it may be necessary to request access permissions for a representative of the United Kingdom Accreditation Service (UKAS) to attend and witness our planned activities at your location.

21. EXCLUDED SERVICES

Inspection Network Limited shall not carry out supplementary tests or services without an additional charge to the Customer.

22. MAINTENANCE OR REPAIR

Inspection Network Limited shall not be responsible for the maintenance or repair of the plant and equipment.
Inspection Network Limited shall not be responsible for any cost in returning to service plant and equipment after normal inspection activity.
The Customer at their own expense shall be responsible for the maintenance and/or repair of the plant and equipment.

23. CUSTOMER'S LEGAL RESPONSIBILITY

The existence of this Contract does not relieve the Customer of a legal responsibility to ensure that all inspections are carried out as required under relevant statutory and other relevant provisions.

24. LIMIT OF LIABILITY

The liability of **Inspection Network Limited** under this Contract shall be limited to breach of contract or negligence including bodily injury but at all times shall exclude any other form of liability or liability for any loss or expense of an indirect or consequential nature including but not restricted to loss of profit or goodwill, loss of use, loss of opportunity, cost of substitute facilities, goods or services, loss of capital, governmental and regulatory sanctions and claims of third parties for such damages where a charge is levied.

The total cumulative liability of **Inspection Network Limited** to the client, whether in tort or in contract, for all claims, losses, damages and expenses resulting in any way from this contract shall not exceed £5,000,000 (five million pounds)

25. INDEMNITY

You shall indemnify and keep us indemnified in respect of any proceeding, action or claim of any nature whatsoever made or brought against us and all loss, penalties, damages, costs and expenses suffered or incurred by us as a result of any third-party claim including but not limited to, a claim by our employee(s) or your employee(s) arising out of your negligence or that of your employees, agents or sub-contractors, your failure to comply with your obligations under the Contract or your failure to ensure that items of plant are examined within any prescribed inspection interval.

26. ABUSE OF STAFF

We have a zero-tolerance policy regarding any form of abuse directed towards Inspection Network Limited representatives, Including but not limited to physical abuse, verbal harassment, and sexual harassment. Any reported incidents will result in cancellation of the contract, effective from date of inception, with no return of fees.

27. LIFT EXAMINATIONS

Standard industry procedures are employed to verify the safety protocols of a lift for the purpose of Thorough Examination by carrying out functional checks and tests. There may be occasions when the lift does not return to normal service on completion of these functional checks and tests.

Should the lift not return to normal service after completion of the Thorough Examination, or the completion of the Thorough Examination is inhibited because of component failure, "lock-out" or poor maintenance, then the attendance of a service engineer may be required.

Inspection Network Limited will not be liable for any costs associated with returning the lift to normal service. In the event of the Thorough Examination being inhibited due to component failure, "lock-out" or poor maintenance, Inspection Network Limited reserve the right to charge a re-visit fee to complete the Thorough Examination.