

Terms and Conditions

Testing Services, Investigations, Auditing and Advisory Services

1. Definitions

- 1.1. 'Better Energy' shall mean Better Energy Testing Services, its employees, subcontractors or agents.
- 1.2. "The client" shall mean person(s), firm or corporate body that instructs Better Energy to perform the test, investigation, audit or similar.
- 1.3. 'Agreed' shall mean agreed between the client and Better Energy.

2. General

- 2.1. These conditions shall apply to all work undertaken by Better Energy. No additions or variations shall apply, unless agreed in writing.
- 2.2. Better Energy reserves the right to decline an order without providing a reason.
- 2.3. All contracts may be terminated prior to completion by providing 1 month's notice. The client shall be responsible for all costs accumulated up to the date of termination.

3. Quotations & Charges

- 3.1. All charges shall be in accordance with a quotation provided by Better Energy.
- 3.2. Quotations shall be valid for a period of 6 months, unless otherwise agreed.
- 3.3. Better Energy reserves the right to amend all quotations, due to cost fluctuations such as staff salary changes or travel expenses.
- 3.4. The normal working day of Better Energy operatives is 08.00–16.00. If the on-site duration extends beyond standard working hours, Better Energy will charge the full test fee(s) plus the out-of-hours fee.

4. Testing

- 4.1. All equipment shall be tested regularly in accordance with the relevant British Standards Institution, or other recognised body, to ensure compliance.
- 4.2. By prior agreement, all tests may be witnessed by a representative of the client or client's agent. Better Energy shall be entitled to charge for subsequent costs incurred.
- 4.3. The client shall be responsible for ensuring that Better Energy has the correct permission to be on site to complete all necessary surveying/testing/inspections.
- 4.4. The client shall ensure that the owners/occupiers have sufficient insurance to cover all liabilities arising from:
 - 4.4.1. injury to Better Energy staff whilst onsite
 - 4.4.2. accidental damage to Better Energy equipment or property whilst onsite
 - 4.4.3. damage or injury to third party whilst onsite
- 4.5. The client will accept Better Energy judgement and decisions in ensuring the tests are conducted and reported on

correctly. The client will not attempt to influence Better Energy.

5. Cancellation Policy

The following cancellation fees are applicable, in the event of a cancelled/postponed test in the following circumstances:

- 5.1. If the test is cancelled or postponed on the agreed test date as a result of an incomplete building or lack of access, 100% of the applicable test fee is chargeable.
- 5.2. If the test is postponed or cancelled within two days of the test date, 50% of the full test fee will be payable.
- 5.3. Any cancellation/postponement due to adverse weather will not incur a cancellation fee.

6. Certification of Test Data

- 6.1. No report or certification produced by Better Energy may be used for advertising or other publication without written consent from Better Energy.

7. Confidentiality

- 7.1. Better Energy shall treat all information obtained from the client, tests and investigations as confidential; no such information shall be disclosed to a third party without prior approval from the client.

8. Limitations of Liability

- 8.1. Better Energy shall exercise due care, reasonable skill and diligence in order to complete all work, producing reports and providing guidance. However, Better Energy shall not be liable for any loss of earnings or damage, whether direct or indirect, arising from the use of reports, certificates, information or advice issued by Better Energy.
- 8.2. Better Energy shall not be liable for loss, expense or damage incurred by the client, resulting from a delay in completing the test, investigation or consultancy.
- 8.3. Better Energy shall not be liable for loss or damages to the property arising from the test.

9. Payment

- 9.1. Payment shall be made by the client within 30 days of an invoice being submitted.
- 9.2. Better Energy reserves the right to submit various regular progress claims.
- 9.3. All payments shall be paid without deduction; in the event of a query, the invoice shall be paid in full less the queried amount following client/ Better Energy agreement.
- 9.4. Better Energy shall be entitled to charge interest at 2% above the Bank of England lending rate on accounts, of any sum, outstanding for more than 30 days and unjustifiably withheld.