

Terms and Conditions

1. The Company shall mean Premi-AIR Testing and energy assessment services Ltd and where the context permits, its employees, agents or subcontractors. 'The Company' shall mean any person or persons, firm or corporate body that instructs, or is co-sponsor with, The Company to carry out test investigations, research or similar work. 'Agree' shall mean agreed between The Client and The Company. 'Equipment' shall mean plant, machinery or other devices of any kind in respect of which The Company undertakes to carry out tests, make investigations or issue reports, certificates, information or advice

1.1. All testing, assessments or services of any kind (hereinafter referred to as 'The Services') carried out by The Company is carried out subject to the following terms and conditions, If any proposal made by The Company for the carrying out of the services accepted by a Client of The Company then such acceptance shall be deemed to include the acceptance of the following terms to the exclusion of any other terms including conditions, warranties or representations written or oral, expressed or implied, even if contained in any of The Clients documents which purport to provide that The Clients own or some other terms prevail. Any order placed by The Client with The Company is accepted on the basis of the following terms and conditions only.

1.2. These conditions shall apply to all work undertaken by The Company for The Client and no additions or variations to these conditions shall apply unless agreed in writing. If The Client is an agent acting on behalf of a principal, the obligations of The Client set out herein may be transferred to the principal provided that the Company has agreed in writing to this arrangement before being given instructions to proceed with the work.

1.3. Any quotation by The Company does not constitute an offer and The Company reserves the right to withdraw or revise the same at any time prior to The Company's acceptance of The Client's order. Any price given in any quotation is subject to The Client supplying all recovery components, data, drawings or instruments to enable The Company to proceed with The Services forthwith; if the Client does not so do, The Company may increase the price to reflect any increase in cost resulting from the delay or additional work required as a result

1.4. Terms of the contract can only be varied by written agreement by both The Client and The Company. Any purported variation of the contract which is not in writing and signed by The Company shall be of no effect.

1.5. The Price quoted or accepted by The Company shall, unless expressly specified, be deemed to be exclusive of all duties and taxes in respect of The Services and exclusive of any export and/or import duties on any goods involved in The Services, all of which duties and taxes shall be paid by The Client.

1.6. Payment shall be made in accordance with these Terms and conditions. Subject to any special terms agreed in writing between The Client and The Company, The Company shall invoice The Client on or at any time after delivery of The Services. The full price shall be paid prior to lodgement of certificates or provision of reports, unless otherwise agreed in writing between The Client and The Company. Clients with approved credit accounts within limits shall pay all invoices within 28 days of the date of the Company's invoice or otherwise in

accordance with such credit terms as may have been agreed in writing between The Client and The Company in respect of The Contract. The Company reserve the right to withhold any certification / reports prior to payment being made. Receipts for payments will be issued on request. All payments shall be made to "**Premi-AIR Testing and energy assessment services Ltd**" as indicated in the invoice by The Company. The Company shall have the right to charge interest on overdue accounts at the appropriate rate, pursuant to the Late Payment of Commercial Debts (Interest) Act (1998), at 8% above the Bank of England base rate until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

1.7. If, by reason of any rise or fall in the cost of materials, fuel, power, overheads, equipment, labour or transport, or of conforming to any Act of Parliament or any order, regulation, or by-law made with statutory authority by Government Departments or by local, or other authorities after the date of the quotation the cost to The company of performing its obligations under the contract shall be increased or reduced, then by fair and reasonable estimate of the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be, provided that no account shall be taken of any amount by which any cost incurred by The Company has been incurred by The Company's default or negligence.

1.8. Where the period for the carrying out of the contract is to exceed, or is likely to exceed, TWO (2) months The Company shall be entitled to interim payments from The Client on terms agreed under section 1.6, which payment shall be on account of the price quoted or accepted by The Company.

1.9. Where The Client requires The Company to carry out work or provide services in addition to those agreed between The Client and The Company, such additional work and services shall be supplied to The Client in accordance with these terms and conditions at the current price ruling at the date at which the additional work or services are agreed.

2. The Company shall exercise all reasonable skill, care and diligence in the discharge of the duties performed and in producing any report, certificate, information or advice. However, The Company shall not be liable for any loss or damage, whether direct or indirect, arising from the use of reports, certificates, information or advice issued by it.

2.1. The Company shall not be liable for any damage, loss or expense suffered by The Client by reason of delay in carrying out any test, investigation or consultancy or in issuing any reports, certificates, information or advice to The Client.

2.2. The liability of The Company for loss or damage to any equipment on the premises of The Company by fire, theft or accident shall be limited to £100.00 or the cost of manufacturing such equipment if less than £200.00.

2.3. The Company shall not bear any liability for any damage to the equipment arising from or attributable to tests, investigations or consultancy undertaken by The Company. For equipment tested on the premises of The Company: The Company shall not be liable for any

errors or losses, which result from failure of The Client to clearly identify any piece of equipment submitted to the Company for testing.

2.4. All times for completion of the Services stated in the contract are approximate only and are given without commitment. Subject to the foregoing, The Company shall use reasonable endeavours to effect performance by the stipulated time or, if no such time is stipulated, within a reasonable time. The Company shall be under no liability for any loss or damage whatsoever arising directly or indirectly out of delay in or lateness of performance, whether due to the fault of The Company or not, nor shall such delay or lateness be a breach or repudiation of the contract.

2.5. The Company shall be entitled, without liability on its part and without prejudice to its other rights, to determine the contract or any unfulfilled part thereof, or at its option to effect partial performance, if performance is prevented, hindered or delayed, whether directly or indirectly, by reason of war, civil commotion, government restrictions, lock-outs, strike, mutiny, fire, flood, ice, transport difficulties, accidents or stoppage to works, non or restricted availability or late delivery of fuel, power or raw materials, difficulties with or non-performance by any supplier or sub-contractor or any other cause whatsoever beyond the reasonable control of The Company, whether such cause existed or was foreseeable at the date of the contract or not.

2.6. All descriptions, drawings, illustrations, particulars of weights and measures, ratings, standards, performance figures, specifications or other descriptive matter given at The Services proposal stage, verbally or in writing, whether or not contained in a contract document, are approximate only, are given without responsibility and shall not form part of the description of The Services, goods or services. Further, the content of any catalogues, price lists, advertisement, or other published matter are intended to present a general idea of The Company's goods and services and none shall form part of the contract or be considered a collateral warranty or representation inducing the same.

2.7. No report or abridgement or abstract of a report shall be used in any company prospectus, advertisement or other publication or reproduced on the equipment or on the packaging thereof without the prior written consent of The Company. No certificates issued by The Company shall be published except in full without the prior written permission of The Company.

2.8. The final product of any work developed or arising in the course of the carrying out of any work or other Services for The Client shall remain the property of The Company until the full performance or satisfaction of the obligations of The Client hereunder, whereupon the same shall become the property of The Client. The Client shall, except with the prior written consent of The Company until such time hold the same confidential and shall not divulge the same to, or use the same for the benefit of, any other person.

2.9. Notwithstanding his rights under paragraph 2.6 The Client shall not in any publication or publicity materials at any time make use of any report or statement issued by The Company, nor any extract therefrom, nor refer to the fact that any product or process has been the subject of a contract with The Company in any publication or publicity material without the

express written permission of The Company, unless legislation requires The Company to provide the report for public inspection. If permission is required such permission shall not be unreasonably withheld by The Company.

3. In the case of work being carried out at The Clients' property, The Company undertakes to take all reasonable care and attention whilst on the premises, whilst all associated risks remain the responsibility of The Client with regard to all risks and associated costs. The Client gives full and unrestricted permission to The Company for the purpose of data collection and required testing. The Company reserves the right to refuse to continue with the contract if it deems the property unsafe for its employees, agents or representatives to enter, a cancellation charge would still be payable by The Client to The Company.

3.1. The Company reserve the copyright in any report or certificate issued by it and no such report or certificate shall be used in any legal or arbitration proceedings without the consent of The Company, except to the extent that may be required by law.

3.2. Charges for work shall be in accordance with a quotation submitted to The Client by The Company. In the event of The Company agreeing to carry out any work without The Client's written acceptance of a quotation, then The Company shall be entitled to reasonable remuneration for the work performed by it.

3.3. Quotations shall be open for acceptance within nine (9) weeks unless agreed otherwise.

3.4. Testing of equipment will normally be carried out in accordance with the standards for the time being laid down by the British Standards Institution or other recognised authority. In the event of such standards not being applicable, testing will be carried out according to a specification to be agreed before the commencement of the testing. By arrangement, tests may be witnessed by The Client or his representative, but The Company shall be entitled to charge for any costs thereby incurred.

3.5. The Company's works are considered to be consultancy and testing work and do not form any part of a standard sub-contract arrangement. Our works are exempt from the CIS scheme. Retentions are also specifically excluded as our works are considered to be consultancy works and testing. Main contractors discount cannot be applied to the quoted amount.

3.6. All services issue a checklist relevant to the job, these must be adhered to for the test(s) or service to be carried out. Negligence from The Client will incur a retest or abortive fee as per section 3.7.

3.7. Customer cancellations, less than 72 hours prior to an agreed test date may be subject to a 50% cancellation fee. Cancellations less than 48 hours before an agreed test date may be subject to a 75% cancellation fee. Cancellations while enroute to site or after arrival may incur a 100% fee. Re-tests are charged at 100% of the main price, if they are not able to be carried out on the same day.

3.8. Quotation allows for carrying out testing during normal site hours of 07:00 to 16:00 Monday to Friday or 08:00 to 12:30 Saturday. Testing before or after these hours may be

subject to an additional 25% of the fee quoted as will attendance on a Sunday or Bank Holiday.

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

4. 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.

4.1. The Company will be entitled to terminate the contract at any time with good reason including:

4.1.a. If any matter prevents The Company from acting on The Clients behalf, including conflict of interest.

4.1.b. If The Client does not settle the invoices of The Company within the agreed terms.

4.2. Unless The Client notifies The Company to the contrary, by instructing The Company, The Client agrees that communication may be made by email. Email is not a confidential means of communication: by using it to communicate with The Company and by allowing The Company to use it to communicate with The Client, The Client accepts the risk that the contents of such communications may be known to others.

4.3. The Company undertakes that personal data:

4.3.a. Will be dealt with in accordance with the Data Protection Act 1998 or similar legislation.

4.3.b. Will only be processed for the purpose of providing email, phone or post information relating to the Services.

4.4. Except in the case of death or personal injury caused by The Company's negligence, The Company's liability under or in connection with this agreement, whether arising in contract or negligence, breach of statutory duty or otherwise, shall not exceed the sum of £1,000,000 (one million pounds sterling).

4.5. Neither party shall be liable to the other in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or being suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

4.6. In the event of a dispute or difference arising from these conditions or the interpretation thereof or otherwise arising as a result of work carried out by The Company for The Client under these conditions, such as dispute or difference shall be referred to arbitration by a single arbitrator mutually agreed between parties or, failing such agreement, by an arbitrator nominated by the President of the Institute of Arbitrators. Any such arbitration shall be conducted in accordance with the Arbitration Act 1950 and by application of the law of England.