

Terms and Conditions

1. a) The following Standard Terms and Conditions of Engagement shall apply to all of the services carried out by Building Compliance Testing Limited ("BCT") on behalf of the Client. These Terms and Conditions together with the signed Acceptance of Proposal form constitute the entire agreement between the parties and no statement given orally or in writing should be deemed incorporated unless executed by a Director of BCT. b) The services shall mean the Scope of Work, the duties and activities provided by BCT to the Client as defined in the Proposal Letter or email as issued to the Client. c) The agreement is between BCT and the Client. d) The Client confirms that it is entering into this agreement wholly on its own behalf and not on behalf of or for the benefit of any other party and agrees that in the event of any claim for breach of contract arising out of or in connection of this agreement, it shall be entitled to recover from BCT only the losses, if any, it has itself suffered. e) BCT shall in the performance of the services (as defined in the Proposal Letter) exercise and will continue to exercise the reasonable skill, care and diligence to be expected of a qualified and competent consultant experienced in the provision of such services. f) The services shall be provided by BCT for the sole benefit and use of the Client unless otherwise agreed in writing by BCT and the Client. Unless otherwise agreed in writing, no person other than the Client may rely on any report or other communication made in writing or otherwise by BCT in relation to the services. 2. a) In consideration of performance of the services, the Client shall pay BCT the fees stated in the proposal letter. If BCT is required by the Client to provide additional services outside the scope and nature of the services set out in the Proposal Letter, the Client shall make a fair and reasonable additional payment to BCT in consideration thereof. Such payment shall, where appropriate, be calculated by reference to the rates and sums set out in the Proposal Letter. b) In the event that the Client requests the services to be aborted, the Client shall pay to BCT the reasonable fees and expenses commensurate with the amount of work completed by BCT. For the avoidance of doubt the reasonable fees will include for the preparation of reports and/or deliverable items actually carried out whether or not the Client requires them to be issued. c) All monies due to BCT shall be paid in UK pound sterling unless specifically detailed otherwise. d) Unless the Client is exempt and sufficient evidence of this supplied to BCT, VAT will be applied at the prevailing standard rate on all invoices rendered. e) Payment is due on the date of each invoice rendered and accounts must be settled in full within 30 days of the date of the invoice. f) The Client and BCT jointly accept that the conditions of the "Late Payment of Commercial Debts Regulations 2013" shall apply to this agreement. g) Where payment is unduly delayed, BCT reserves the right to charge interest. The interest rate detailed under the Act is the Bank of England base rate that applies during the period in which the debt falls due, PLUS 8%. BCT shall not be liable for any delay, interruption or failure in performance in carrying out the Scope of Works which is caused or contributed to by any circumstance which is outside its control. To the extent that any such delays are caused by the Client such loss and expense to BCT arising from the delay shall be reimbursed, by the Client, to BCT. BCT shall not be liable to the Client for loss of profits, loss of contracts (or other indirect or consequential loss or damage) resulting from any even or default by BCT in the provision of the Scope of Works to the fullest extent permitted by law. 3. a) The amount of Professional Indemnity Insurance to be carried by BCT for each claim or series of claims arising from the same original cause shall be £2,000,000 unless otherwise stated in the Proposal Letter. BCT shall effect Professional Indemnity Insurance for a period of six years from completion of services, unless otherwise stated in the proposal letter, provided that such insurance is available in the market for such services at commercially reasonable rates and terms. b) Subject as otherwise agreed in these Terms and Conditions, BCT's aggregate liability in connection with these Terms and Conditions or the provision of the results from works undertaken, whether in contract or in negligence or in any other way, for damages or loss sustained or incurred by the Client shall be limited to an aggregate amount not exceeding the value of the work carried out by BCT. c) BCT's liability for any claim shall be further limited to such sum as it would be just and equitable for BCT to pay having regard to the extent of BCT's responsibility for the loss or damage suffered as a result of each claim or series of claims in question and on the assumption that: All other consultants and/or contractors shall have provided contractual undertakings on terms no less onerous than those applying to BCT's in respect of the carrying out of their obligations, and There are no exclusions of or limitations or liability nor joint insurance or coinsurance provisions between the Client and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually reliable for the loss and damage, and All other consultants and/or contractors have paid, or agreed to pay to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage d) No action or proceedings under or in respect of this agreement shall be commenced against BCT after the expiry of a period of six years from the date of completion of the services or such earlier date as may be prescribed by law. e) The limitations shall apply in relation to the Scope of Works as set out in the Proposal Letter. 4. The amount of Public Liability Insurance to be carried by BCT is £5,000,000 unless otherwise stated in the proposal letter. 5. If requested by the Client, BCT will consider the provision of warranty agreements to third parties in a form to be agreed by BCT. In relation to property transactions the provision of such agreements will normally be limited to a funder, a first purchaser and a first tenant, and will be assignable no more than twice. 6. In the event of a dispute which proves irresolvable by discussion and negotiation, BCT and the Client hereby jointly agree to an initial process of mediation which, if unsuccessful, is to be followed by adjudication under the relevant statutory scheme. All costs, other than legal costs associated with the process shall be borne in equal share by BCT and the Client. The Client acknowledges that the copyright and any other intellectual property rights as outlined under the Scope of Works in the Proposal Letter are and shall remain the property of BCT and these Terms and Conditions do not purport to grant, assign or transfer any rights to the Client in respect thereof. BCT and the Client agree that it will treat (and will cause its employees, agents and servants to treat) as strictly private and confidential the results of the Scope of Works as set out in the Proposal Letter and any other associated works (together "the information") so requested by the Client. The requirement in this clause to treat the information as confidential shall include a requirement to maintain adequate security measures to safeguard the information from unauthorised access, use or copying. BCT respects and complies with the EU General Data Protection Regulations (GDPR). The Client agrees: (i) not to remove, suppress, or modify any trade mark, copyright or other proprietary marking belonging to BCT from the results from works undertaken, (ii) not to provide any aspect of the information or copies to third parties without the written permission of BCT which shall not be unreasonably withheld. BCT may suspend or terminate the provision of the Scope of Works if the Client is bankrupt or insolvent or makes any voluntary arrangements with its creditors or becomes subject to an administration order or has an administrative receiver appointed over any of its assets or BCT has reason to believe that any of the foregoing conditions may come into existence. These Terms and Conditions shall at all times be governed, construed and enforced in accordance with English Law which shall be the proper law of these Terms and Conditions and both parties thereby submit to the exclusive jurisdiction of the English Courts.