



Assured Safety Test Terms and Conditions

Revised 26 December 2024 by RJA Dawson

1. Definitions and Interpretation

1.1. The following definitions apply in these Terms and Conditions:

"AST" means Assured Safety Test (the company)

"Business Day" means Monday to Friday, other than bank or public holidays

"Certificate" means the document certifying that the equipment has passed the Relevant Standards.

"Conditions" means these terms and conditions as amended from time to time

"Customer" means any individual, business, partnership, trust, company, body, authority, association or other organisation which enters into a contract pursuant to these Terms and Conditions for the provision of the Services.

"Equipment" means the equipment that is to be tested by AST pursuant to the provision of Services,

"Failed Equipment" means that Equipment which fails to meet the Relevant Standards

"Normal Working Hours" means 7.00 am to 5.00pm Monday to Friday, excluding bank or public holidays.

"Order" means the Customer's order for Services as set out in the Customer's written acceptance of the Quotation.

"Price" means the cost of the Services set out on the Confirmation of Order.

"Quotation" means an estimate of the cost for providing the Services.

"Relevant Standards" means those commonly accepted practices and standards in Health and Safety Testing and those relevant laws and regulations in force at the time the Services are carried out.

"Services" means the services supplied by AST to the Customer as set out in the Confirmation of Order.

"Site" means the premises where the Services will be performed as detailed in the Confirmation of Order.

1.2. Any reference to a particular statute or statutory provisions, code, policy or similar is to it as it is in force for the time being considering any amendment, extension, application or re-enactment for the time being.

1.3. Words in the singular include the plural and vice versa and references to one gender includes a reference to the other gender.

1.4. Provision headings are for reference only and do not affect the construction or interpretation of these Terms and Conditions.

1.5. Where the context permits, any reference to AST includes its duly authorised representatives, officers, servants and agents

1.6. A reference to a party includes its successors or permitted assigns.

1.7. Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to, this lease the terms and conditions.

1.8. Clause and Schedule headings do not affect the interpretation of these Terms and Conditions.



2. Quotations

Quotations for services may be given by AST on the basis that:

- 2.1. any quotation given by AST shall not constitute an offer, and is only valid for a period of 30 (thirty) days from the date shown on the quotation; and
- 2.2. Quotations do not always cover the full cost of work; additional items and or repair costs can be added to the final invoice.
- 2.3. AST reserves the right to cancel or withdraw the quotation at any time.

3. Services

- 3.1. AST will provide the Services during the Normal Working Hours at such times as arranged between AST and the Customer.
- 3.2. AST shall use all reasonable endeavours to carry out and complete the Services by any dates specified, but such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. The Services shall be carried out at the Site and in relation to the Equipment agreed with the Customer in advance
- 3.4. AST shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4. Service Limitations

- 4.1. Equipment which is tested by AST and which passes the Relevant Standards complies with the Relevant Standards at the time of testing only. Immediately following testing, the Equipment and its safety becomes the responsibility of the Customer.
- 4.2. Whilst AST will try and ensure that Electrical items are plugged back in and in working order before we leave the premises, we will not be held responsible for any losses due to any Electrical item not being plugged back in and / or switched on.
- 4.3. AST will notify the Customer of Failed Equipment. Upon receiving such notification responsibility for withdrawing the Failed Equipment from use immediately passes to the Customer. AST accepts no liability for any Failed Equipment which is not repaired or withdrawn from use.
- 4.4. Failed equipment, that is repaired, should be retested by AST before going back into service.
- 4.5. AST does not undertake and will not be liable to:
 - 4.5.1. repair failed Equipment; or
 - 4.5.2. to keep the Equipment in repair; or
 - 4.5.3. to replace the Equipment; or
 - 4.5.4. to prepare the Equipment for inspection; or
 - 4.5.5. to reassemble the Equipment; or
 - 4.5.6. to pay the costs of any such works.
 - 4.5.7. dispose of the equipment
- 4.6. AST may recommend that certain equipment at the Site is either replaced or additional equipment introduced to ensure compliance with the Relevant Standards. The new or



replacement items include but are not limited to those items listed in the Schedule (“Items”). If the Customer agrees to AST providing the Items, AST shall supply the Items using reasonable care and skill and shall charge the Customer for each Item supplied in accordance with AST’S current prices if applicable.

4.7 AST will carry out repairs in-scope for inspection and testing, based on the IEE guidance – repairs included in the quoted price include repairs to the existing plug and fuse, plus supply of 3, 5 and 13 amp fuses up to a maximum of 5 per contract; additional fuses supplied at 50p each. New and replacement BS1363 plugs supplied and fitted at £3.00 each. Other repairs on application. 16amp adaptors for 110v and 230v are supplied with price on application.

5. Cancellation

5.1. No variation of the terms of the Order by the Customer shall be accepted without the written consent of AST.

5.2. AST may cancel the Contract without limiting its other rights or remedies:

5.2.1. upon written notice to the Customer at any time prior to forty-eight hours before the Services were due to be undertaken pursuant to clause 4.1; or

5.2.2. with immediate effect by giving written notice to the Customer if the Customer fails to pay any sum due under the Contract on the due date for payment.

5.3. The Customer may cancel the Contract by providing to AST not less than 2 working days’ notice before the date the Services are due to be performed by AST. If the Customer cancels the Contract by providing less than 2 working day’s written notice to AST and its employees, agents or sub-contractors are unable to gain access to the site on the day the Services are due to be performed, AST reserves the right to charge and invoice the Customer £90.00 or the price on the estimate (whichever is the lower amount) and the Customer shall pay such sum to compensate AST for its reasonable irrecoverable costs and/or losses (including but not limited to travel and administrative expenses). AST, in its sole discretion, may not charge the Customer such sum if the Services are rebooked for an alternative date.

6. Price and Payment

6.1. The Price shall be exclusive of any value added tax or other applicable taxes which amounts shall be payable in addition when the Price is due (if applicable).

6.2. AST shall be entitled to charge an additional fee for performing the Services outside the “Normal Working Hours” such fee shall be set out on the Confirmation of Order.

6.3. AST shall invoice the Customer on completion of the Services.

6.4. AST may impose additional charges including time charges for waiting (up to £55 per hour or part thereof) and the Customer shall pay such charges if AST is prevented from performing its obligations under these conditions by reason of the acts and/or omissions of the Customer.

6.5. The Customer shall pay each invoice submitted by AST within 28 days (commercial) or on receipt (domestic) of the date of the invoice.

6.6. Time for payment shall be of the essence of the Contract.

6.7. No payment shall be deemed received until AST has received payment in pounds sterling in full and cleared funds



6.8. When full payment of the Price is received by AST in satisfaction of clauses 7.4 & 7.5, AST will issue the Certificate to the Customer within five Business Days of receipt.

6.9. All payments due by the Customer shall become due immediately on the termination or cancellation of the Contract for whatever reason.

6.10. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by AST to the Customer, the Customer shall, on receipt of a valid VAT invoice from AST, pay AST such additional amounts in respect of VAT as are chargeable on the supply of the Services as the same time as payment is due for the supply of the Services. (AST are not currently registered for VAT, therefore invoices will be void of the VAT amount and will be inclusive)

6.11. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless AST has agreed to the same in writing.

6.12. Without prejudice to:

6.12.1. any other rights and remedies of AST, if the Customer fails to pay AST any sum due pursuant to the Contract, the Customer shall be liable to pay interest to AST on such sums from the due date for payment at the current rate authorised under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis until payment is made, whether before or after any judgment. If civil proceedings are issued against the customer, a claim will also be made for statutory interest on the amount outstanding calculated as detailed above and for any legal, recovery services and court costs.

6.13. Without prejudice to AST's right to claim reasonable costs:

6.13.1. if for any reason any payment is not made by the Customer when due AST reserve the right to recover from such Customer on a reasonable basis any costs AST incur in recovering any money due under the Contract (and the costs of recovering such costs) including administrative costs and any costs incurred with lawyers or debt collection agencies. AST's administrative costs may include the cost of employing the staff concerned in the recovery of any such debt and the overheads attributable to them for the time spent.

7. Customer's Obligations

7.1. In order to provide the Services, the Customer shall provide to AST, its employees, agents, consultants and subcontractors:

7.1.1. full, unrestricted and convenient access to the Site and the Equipment; and

7.1.2. necessary utilities (including mains electricity) and other normal supplies required to undertake the Services.

7.2. The Customer shall:

7.2.1. maintain suitable public liability insurance for the duration of this Contract with a reputable insurer and shall provide a copy of the insurance policy and proof of payment of the premiums to AST upon reasonable request; and

7.2.2. co-operate with AST in all matters relating to the Services

7.3. Prior to undertaking the Services, AST shall undertake an initial Site and risk assessment.

If AST is not satisfied as to the safety or suitability of the Site or the risks prior to or during the provision of the Services, it may refuse to provide further Services at any time. If the client requires copy of the risk assessment additional charge of £250.00 will be applied.



8. Acceptance of Services

8.1. Following the provision of the Services AST shall provide the Customer with a report of the assessments, testing and any other recommendations ("the Report").

8.2. Upon receipt of the Report of AST, the Customer shall sign off the provision of the Services. Such sign off shall indicate the acceptance of the Services by the Customer. If the Customer fails to signal its acceptance of the Services within 14 days of the date of the Report, the Customer is deemed to have accepted the Services.

9. Limitation of Liability

9.1. This clause sets out the entire limitation (including any liability for the acts, defaults, neglect or omissions) of AST in respect of any breach of the Contract and/or any tortious statement, act or omission including negligence arising under or in connection with the Contract.

9.2. Nothing in these Conditions excludes or limits the liability of AST for:

9.2.1. death or personal injury caused by the negligence of AST or the negligence of its employees, agents or subcontractors; or

9.2.2. fraud or fraudulent misrepresentation

9.3. Subject to clause 9.2, AST's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the sum of £50,000 or 200% of the total value of the Contract whichever is the lower amount.

9.4. Subject to clause 9.2, AST shall not be liable to the Customer, whether in contract, tort (including negligence) breach of statutory duty, or otherwise for any pure economic loss, loss of profit, loss of business, and depletion of goodwill or otherwise in each case whether direct or indirect or consequential, or any claims for consequential compensation however caused, which arise out of or in connection to the Contract.

9.5. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.6. This clause 9 shall survive termination of the Contract.

10. Variation

No variation of these Conditions and the Contract shall be valid unless it is in writing and signed by the authorised representatives of the Parties.

11. Assignment

11.1. AST may assign its rights or obligations under the Contract or any part of it to any person, firm or company.

11.2. The Customer shall not be entitled to assign its rights or obligations under the Contract or any part of it without the prior written consent of AST.



12. Force Majeure

AST shall not be liable for any loss or damage suffered by the Customer, howsoever caused, whether direct or indirect, if it is prevented from or delayed in the carrying on of the Services due to circumstances beyond the reasonable control of AST including, without limitation, acts of God, natural disasters, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether relating to AST's workforce or the workforce of suppliers or other contractors of AST), failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction or restraints or delays affecting carriers.

13. Delays other than by Force Majeure

AST shall not be liable for any loss or damage suffered by the Customer, howsoever caused, whether direct or indirect, if AST are delayed in performing the Services if such delay is caused by:

- 13.1. delays in obtaining equipment, parts or delays in transport of the same;
- 13.2. the Customer employing other workers meaning that AST has to wait for them to complete their work before it can perform the Services;
- 13.3. AST is unable to access the Site on the date and time agreed;
- 13.4. the Site has not been made ready by the Customer as agreed; and
- 13.5. other similar events shall constitute force majeure events for the purposes of this clause

14. Severability

If any provision of the Conditions or the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severed and the remainder of such provision shall continue in full force and effect.

15. Waiver

- 15.1. Failure or delay by AST in enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Conditions or the Contract.
- 15.2. Any waiver by AST of any breach of, or any default under, any provision of the Conditions or the Contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.

16. Third Parties

The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.



17. Law and Jurisdiction

The formation, existence, construction, performance, validity and all other aspects of the Contract shall be governed by the law of English and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

18. Alternative Dispute Resolution

18.1. If any dispute arises in connection with this agreement, the directors or other senior representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

18.2. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party to the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR notice.

18.3. The commencement of mediation will not prevent the parties commencing or continuing court proceedings.

19. Notices

19.1. All notices pursuant to the Contract shall be in writing and delivered by hand first class post to the addresses notified to the other party from time to time. E-mail notices can be issued with the consent of the client.

19.2. Communications shall be deemed to have been received:

19.2.1. if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

19.2.2. if delivered by hand on the day of delivery

20. Entire Agreement

20.1. The Conditions and the Contract shall constitute the entire agreement between the Parties.

20.2. Any statements, representations or warranties made orally or in writing prior to the formation of the Contract do not form part of the Contract and are superseded by the Conditions and the Contract unless a duly authorised representative of AST specifically confirms them in writing at the time of the despatch of the Confirmation of Order.

