

Terms and Conditions of Business

QMS-00060 (rev 1.1.2) · Effective 3 October 2026

PART A — THE CONTRACT

1 Definitions and Interpretation

1.1 In these Terms:

'We', 'us', and 'our' mean The Omega Group (Operations) Limited, a company registered in England and Wales under company number 09952712, whose registered office is at 18 Baird Close, Daventry, Northamptonshire, NN11 8RY. 'The Omega Group' and 'Omega' refer to us. Every contract under these Terms is made with us.

'You' and 'your' mean the Client: the business that requests a Quotation from us, opens a trade account with us, places a Booking, or accepts our Services.

'Services' means all work, services, testing, and Goods we supply, including on-site testing, sample collection, laboratory testing, drilling and coring, training, equipment hire, and consultancy.

'Goods' means any goods we sell or supply to you.

'Booking' means an instruction to carry out Services on an agreed date that we have accepted.

'Quotation' means our written quotation or estimate.

'Reports' means the test reports, certificates, summaries, data, documents, images, video, and other media we produce for you.

'Business Day' means Monday to Friday, excluding bank holidays in England. 'Business Hours' means 9:00 am to 5:00 pm on a Business Day.

'Client Services' means team@theomegagroup.co.uk, the address for notices, disputes, cancellations, and complaints.

'Terms' means these Terms and Conditions of Business.

1.2 Clause headings are for convenience only. "Including" means including without limitation. Words in the singular include the plural and vice versa. A reference to a statute includes any amendment or re-enactment of it.

2 Application of these Terms

2.1 These Terms apply to every Quotation, Booking, and supply of Services, to the exclusion of any terms you seek to impose or incorporate, including terms in a purchase order, and any terms implied by trade custom or course of dealing.

3 Acceptance and Bookings

3.1 By requesting a Quotation, applying for a trade account, placing a Booking, or accepting Services, you accept these Terms.

3.2 We supply Services for business purposes only. By accepting them, you confirm that you are acting in the course of a business and not as a consumer.

3.3 A Quotation is an invitation to place a Booking, not an offer. A Booking is formed when we confirm it in writing, by email or booking confirmation. We may decline any instruction.

4 Changes to these Terms

4.1 We may update these Terms from time to time. Each version carries a revision number and date and is published at www.theomegagroup.co.uk. The version in force on the date a Booking is confirmed applies to that Booking; updates apply to Bookings confirmed after publication.

5 Quotations and Rates

- 5.1 Prices in a Quotation are final for the scope of work quoted. Variable elements, including mileage, waiting time, excess working time, and out-of-hours work, are charged as incurred at the rates stated in the Quotation. All prices exclude VAT, which is charged at the applicable rate.
- 5.2 Quotations are valid for the period stated on them or, where none is stated, for 30 days from the date of issue.
- 5.3 We reserve the right to correct any inadvertent error or inaccuracy in pricing or information provided to you.
- 5.4 We review our rates annually. Revised rates are notified in writing at least 30 days before they take effect and apply to Services booked on or after the effective date.

6 Trade Accounts

- 6.1 Services are supplied to account holders. Apply through the secure online application linked from your Quotation.
- 6.2 We carry out credit and background checks on every new trade account application. Where credit is not approved, we open an account without credit facilities and issue a pro forma invoice for payment before work begins.
- 6.3 We set credit lines and limits against defined criteria. Senior management makes the final decision on each application, and the approved limit may be lower than the amount requested.
- 6.4 We decide whether to open an account or supply Services at our discretion, taking account of previous dealings and payment history.
- 6.5 When assessing a credit application, we consult agencies including Creditsafe, Equifax, Experian, VIES, HMRC, and Companies House. These are soft searches and do not appear as hard searches on official records.
- 6.6 Copies of historic Reports, documents, and account records are available free of charge on written request. Requests concerning personal data are handled under our Privacy Policy.

7 Credit and Account Monitoring

- 7.1 We monitor your business operations, associations, and financial status through official agencies as part of our risk management. We may reduce or withdraw credit facilities without notice where your financial position changes, legal proceedings arise, or new information comes to light. Senior management reviews each account against payment history, the current relationship, and the latest information available.
- 7.2 Where your outstanding balance reaches your credit limit, further Services are supplied against a pro forma invoice, or held, until the balance falls below the limit. We tell you when this applies.

PART B — DELIVERING THE SERVICES

8 Site Information and Instructions

- 8.1 Before our personnel arrive on site, tell us in writing about all relevant site policies, procedures, and specific requirements, including any sector-specific requirements such as security clearance, licences, or permits, which take additional time to obtain.
- 8.2 You are responsible for requesting any documentation you need before work starts, including our Risk Assessment and Method Statement (RAMS), personnel background checks, CSCS details, and insurance certificates.
- 8.3 We accept no liability for financial loss, delay, or cancellation fees arising because documents were not requested.
- 8.4 Instructions given by your site personnel are treated as authorised by you. Additional testing or work requested on site, or made necessary by site conditions, is charged at the rates stated in the Quotation or, where none is stated, at our standard rates.

- 8.5 We rely on the information you supply, including mix designs, target strengths, batch and sampling records, and data sheets, in performing the Services and preparing Reports. You are responsible for its accuracy. Clause 25 applies to corrections.
- 8.6 Unless the Quotation states otherwise, you are responsible for selecting the tests to be performed, the locations, depths, and frequency of sampling and testing, and the specification against which results are assessed. We do not advise on the suitability of a testing regime unless consultancy is quoted.

9 Site Access and Safety

- 9.1 Before work begins, provide our personnel with safe access to the site and the work area, any site induction required, welfare facilities where required, and information about hazards and site rules.
- 9.2 Our personnel may stop or withdraw from work they consider unsafe. Where they do, the attendance is charged as booked and we are not liable for any resulting delay.
- 9.3 You remain responsible for site safety, including the safety of your personnel and of third parties on site, and for the security of the site. We are responsible for the safe conduct of our own work.
- 9.4 Where the Construction (Design and Management) Regulations 2015 apply to your project, you comply with the duties of a client under them.

10 Performance and Timescales

- 10.1 We perform the Services with reasonable skill and care, in accordance with the test methods stated in the Quotation and, where the work falls within its scope, our UKAS accreditation.
- 10.2 Dates and times for attendance, testing, and the issue of Reports are estimates given in good faith. Time is not of the essence. We tell you promptly of any change.
- 10.3 Where a Quotation states a turnaround time for Reports, it is a target measured in Business Days from receipt of the samples and of the information needed to test them.

11 Time-Based Charges

- 11.1 Where work cannot begin at the booked time, or is interrupted after our personnel arrive, waiting time is charged at the rate stated in your Quotation.
- 11.2 A standard working day is eight hours, including travel. Time worked beyond eight hours is charged at the hourly rate stated in your Quotation.
- 11.3 We offer on-site and laboratory testing during evenings, nights, and weekends, subject to personnel availability. Request out-of-hours Services with at least 48 hours' notice, given during Business Hours. Out-of-hours rates stated in your Quotation apply.
- 11.4 Time spent on site inductions, security clearance, permit-to-work procedures, and similar site requirements is charged as working time. Waiting time and time beyond the standard working day are charged in half-hour increments.

12 Mileage

- 12.1 Mileage in a Quotation is an estimate. Mileage is charged on the distance recorded by the vehicle odometer for the journey to and from your site.

13 Cancellation and Rescheduling

- 13.1 To cancel or reschedule a Booking, email Client Services. Notice is measured against 5:00 pm on a Business Day: notice received after 5:00 pm, or on a day that is not a Business Day, counts as received on the next Business Day. We acknowledge every cancellation in writing.
- 13.2 Cancellation charges reflect the personnel, vehicle, and laboratory capacity reserved for a Booking and apply as follows: (a) notice received by 5:00 pm two Business Days before the booked date: no charge; (b) after that, up to 5:00 pm on the Business Day before the booked date: £135; (c) on the booked date, before our personnel have departed: £270; (d) after our personnel have departed or arrived on site, including where a visit is aborted

because the site is inaccessible, not ready, or not as described: £270 plus the mileage driven, at the mileage rate stated in your Quotation or, where none is stated, at our standard rate. These charges are reviewed under clause 5.4.

- 13.3 A rescheduled Booking is charged as a cancellation of the original date under clause 13.2 and as a new Booking for the new date at the normal rate.
- 13.4 A Booking made after the free-cancellation deadline in clause 13.2(a) has passed, including a next-day or urgent Booking, is accepted on the basis that the charges in clause 13.2 apply from the moment it is confirmed. Our confirmation states this.
- 13.5 For prepaid Bookings, charges under this clause are deducted from the amount paid and the balance is refunded or held for rebooking under clause 34.5.
- 13.6 If we cancel, postpone, or reschedule a Booking — because our personnel are involved in a road traffic collision, cannot continue their journey, or are unavailable — we tell you by telephone within 30 minutes and offer priority rebooking or, for prepaid Bookings, a full refund. We make no charge.
- 13.7 Work that depends on weather or ground conditions is booked at your risk. Where it cannot proceed for those reasons, the charges in clause 13.2 apply.
- 13.8 A charge under this clause may be waived only by one of our directors, in writing.
- 13.9 Three or more charged cancellations on an account in any six-month period result in a review of that account, which may include withdrawal of next-day booking or credit facilities.

14 Sample Collection

- 14.1 We provide a complimentary weekly collection service in selected regions of the UK, subject to the minimum number of samples per visit for your account. Samples collected above the agreed number are charged at your account rate.
- 14.2 Our collection service operates from 7:00 am to 7:00 pm, Monday to Friday. We may cancel or defer a scheduled collection for reasons beyond our control, including vehicle or personnel unavailability and severe weather, and will keep you informed of any change to the schedule.
- 14.3 Where our personnel cannot gain access or obtain the samples on arrival, including because a site requirement was not notified to us, an abortive-visit charge applies, equal to the minimum collection value for your account and site.
- 14.4 Where workload or geography prevents an internal collection, we may arrange a third-party courier. We tell you the charge before booking and act on your confirmation.
- 14.5 Timed or tailored collections carry additional charges. We may modify or withdraw the collection service on written notice.
- 14.6 Complimentary collection applies only where the minimum number of samples per visit for your account is met. Where fewer samples are collected, the minimum is invoiced. The minimum collection requirement for your account is stated in your Quotation and account terms.
- 14.7 Additional charges or waiting time apply if samples are not ready, or need to be removed from their moulds, when our personnel arrive.
- 14.8 Samples and Goods in transit with a third-party courier are carried at your risk. Our liability for loss of or damage to samples or Goods in transit, whatever the courier or method used, is limited as set out in clause 38.
- 14.9 We are not liable for delays, damage, or losses caused by a third-party courier, except as set out in clause 38.

15 Sample Information

- 15.1 Cube samples that arrive without the necessary paperwork are placed in a temperature-controlled holding tank. We email the contacts on your account requesting the missing data, and processing begins once we receive it.
- 15.2 We send four data requests over four weeks to the contacts on your account. If the information has not been received within seven days of the final request, the samples are disposed of. Disposal is irreversible.

- 15.3 Use the latest version of our cube data sheet, available from our website. Submit data sheets electronically where possible; handwritten sheets must be legible.
- 15.4 Tell us in writing before delivery or collection if a sample is known or suspected to be hazardous, including contaminated, chemically active, or biologically active material, and supply a risk assessment with it. We may decline such samples or charge for their handling and disposal.

16 Sample Retention and Disposal

- 16.1 All collected samples, including untested spare samples, are disposed of after testing, and disposal is charged. We store cube samples and related materials under controlled conditions until the test date.
- 16.2 Cubes that fail to meet the specified strength at 28 days or later are retained for 30 days from the test date in a dry, secure location. Cubes tested before 28 days are disposed of immediately, regardless of result. Where you have not given us a written target strength for a batch, all cubes from that batch are disposed of on the test day regardless of the strength achieved.
- 16.3 When all samples in a batch have been tested, a PDF summary is generated automatically and emailed to you and your authorised contacts, stating whether spare samples remain. Reply with the test age(s) required. Spare samples still unallocated 30 days after the summary is issued are disposed of. Disposal is irreversible.

17 Extended Storage

- 17.1 Test specimens, including concrete, materials, cement, and chemicals, retained on your instruction beyond our standard storage period incur extended storage charges. Rates are available on request.

18 Test Video Recording

- 18.1 We offer a complimentary video recording service for cube compressive testing. This service falls outside the scope of our UKAS accreditation. We may suspend recording and photography in the event of technical difficulties or media corruption beyond our control. Recording is not guaranteed.
- 18.2 Test videos and photographs are stored on secure cloud platforms and are available for 12 months from the test date, after which they are permanently deleted. Deletion is irreversible.

19 Partner Laboratories

- 19.1 Where a test falls outside the scope of our UKAS accreditation, we may send samples of concrete, materials, chemicals, or water to a partner laboratory that holds UKAS accreditation for that test.
- 19.2 We tell you in writing or on your Quotation when samples are sent to a partner laboratory, and we remain your point of contact throughout. Subcontracted results are identified as such on the Report.

20 Drilling and Coring

- 20.1 Before drilling or coring begins, you identify and clearly mark the location of concealed services, cables, pipes, post-tensioned tendons, reinforcement, and structural elements in the work area, and confirm in writing that the marked locations are safe to drill.
- 20.2 We are not liable for damage to services, reinforcement, tendons, or structural elements that were not disclosed and marked under clause 20.1, or for any loss arising from such damage.
- 20.3 Drilling and coring produce dust, water run-off, noise, and vibration. Protection of finishes, sealing or making good of holes, and disposal of cores and slurry are not included unless stated in the Quotation.
- 20.4 Our personnel may stop drilling where they consider it unsafe; clause 9.2 applies.
- 20.5 Core cutting and the compressive strength testing of cores are outside the scope of our UKAS accreditation and are reported as such.

21 Training

- 21.1 Training is delivered for the number of attendees and at the location stated in the Quotation. The fee is charged for that number whether or not every attendee attends. Additional attendees are charged at the rate stated in the

Quotation.

- 21.2 Where training is delivered at your site, you provide a suitable area, welfare facilities, and any materials the Quotation states are yours to supply. Clause 9 applies.
- 21.3 Certificates are issued only to attendees who complete the course and any assessment it includes. Certificates record attendance and competence on the day; they are not an accreditation, and clause 23 continues to apply to specimens your personnel make.
- 21.4 Clause 13 applies to the cancellation and rescheduling of training Bookings.

22 Equipment on Site

- 22.1 Cube moulds and testing equipment we provide or leave on site remain our property. You are responsible for them while they are in your possession. We charge for the repair or replacement of equipment that is damaged, lost, or misused, including shipping, handling, and recalibration costs.
- 22.2 Hired equipment is charged for the hire period stated in the Quotation and thereafter until it is returned to us.

PART C — REPORTS AND DATA

23 Test Results and Reliance

- 23.1 Test results relate only to the specimens tested, as received. Reports state the methods used and whether the testing falls within the scope of our UKAS accreditation.
- 23.2 Where specimens are sampled, made, cured, stored, or transported by you or by any party other than us, we have no control over, and do not verify, their sampling, making, initial curing, storage, condition, or age at receipt. Reports on such specimens state that sampling, making, and initial curing were not performed by the laboratory and that the results apply to the specimens as received, as ISO/IEC 17025:2017 requires.
- 23.3 We do not warrant that a specimen we did not make is representative of the concrete from which it was taken, and we accept no liability for any decision, delay, rejection, remedial work, or loss arising from a result obtained on such a specimen, except where the loss arises from our own negligence in testing it.
- 23.4 Specimens received damaged, unidentified, outside the tolerances of BS EN 12390-1:2021, or in a condition that prevents testing to the standard method are tested and reported as received with the deviation recorded, or are declined.
- 23.5 Reports state results and do not interpret them. Any comment we offer on the cause or significance of a result is given as opinion, outside the scope of our UKAS accreditation, unless consultancy is quoted and the Report says so.
- 23.6 Reports are issued for your use for the purpose stated in the Quotation and may be reproduced only in full and unaltered. We owe no duty of care to any third party who relies on a Report without our written agreement.
- 23.7 Specimens received after their specified test age are tested on receipt and reported at their actual age. We are not responsible for a missed test age caused by late delivery to us, and a missed age cannot be recovered.
- 23.8 You must not represent a result as accredited where the Report states that it falls outside our UKAS accreditation, and must not use the UKAS accreditation symbol or refer to our accreditation in a way that implies it covers work it does not.

24 Issue of Results

- 24.1 Test data is uploaded to our secure cloud testing platform. After testing, we email you proof of delivery.

25 Corrections to Reports

- 25.1 To change any information on a Report, submit a data change request through the secure online form linked from that Report. Data changes are accepted only through that form.
- 25.2 The link appears at the top of each Report.

- 25.3 Changes are recorded on page two of the Report with a revision number, and the Report is reissued by email. Reissue takes up to 48 hours.

26 Report Integrity

- 26.1 Reports issued by us may not be altered by any person, whether using editing software or otherwise. Each Report carries security features that identify unauthorised modification and falsified information.
- 26.2 Where a Report has been altered or falsified, we investigate and inform the relevant authorities, affected clients, and third parties. The party responsible is liable for the full costs of investigation and all losses arising.

27 Ownership and Intellectual Property

- 27.1 We retain ownership of, and copyright in, all Reports. On receipt of payment in full for the Services concerned, you receive an irrevocable licence to use the Reports for the purpose stated in the Quotation. Until then, Reports may be withheld under clause 36.
- 27.2 Our methods, templates, report formats, software, and know-how remain our intellectual property.
- 27.3 You will indemnify us against any claim arising from unauthorised access to, or onward distribution of, Reports by third parties.
- 27.4 Goods we sell remain our property until we have received payment in full for them. Risk in Goods passes to you on delivery.

28 Confidentiality

- 28.1 We produce Reports for your use and for the use of the individuals and third parties you authorise. We do not disclose your account information to anyone else unless you authorise it in writing, or disclosure is required by law, by an authority such as the Health and Safety Executive, by court order, or by our accreditation body in the course of assessment. Where the law requires us to release information about you, we tell you what has been released unless the law prohibits it.
- 28.2 Our Quotations, rates, and methods are confidential to you and must not be disclosed to third parties without our written consent.
- 28.3 You may not use our name, logo, or accreditation in publicity, marketing, or tender material without our written consent.

29 Retention and Data Security

- 29.1 We retain Reports and records for at least six years, excluding test videos. Your information is held securely.
- 29.2 Data is stored on platforms that comply with the UK General Data Protection Regulation (UK GDPR), on servers within and outside Europe. Our liability for loss of or damage to your data, information, or media is limited as set out in clause 38.

30 Data Protection

- 30.1 Each party complies with UK GDPR and the Data Protection Act 2018 in relation to personal data processed under these Terms.
- 30.2 We process the business contact details of your personnel, including names, job titles, email addresses, and telephone numbers, as a controller, to deliver the Services and manage your account, as described in our Privacy Policy.
- 30.3 You are responsible for informing your personnel that their contact details are shared with us for those purposes.

31 Recording of Communications

- 31.1 We may record telephone calls, video calls, remote support sessions, meetings, consultancy, audits, training sessions, and CCTV at our premises. Recordings are stored securely, used within our business only, and not shared, sold, or distributed outside it except where the law requires.

- 31.2 Your personnel may exercise their rights over any recording containing their personal data under UK GDPR and the Data Protection Act 2018, as set out in our Privacy Policy.

32 Visitors

- 32.1 Visitors to our laboratories beyond reception must read and sign a non-disclosure agreement and remain accompanied throughout their visit. Photography and video and audio recording are prohibited; recording devices may be sealed or surrendered for the visit.

33 Photography on Site

- 33.1 Our personnel, their notes and devices, and tests in progress may not be photographed without prior authorisation from both us and you. Consultants and third parties must obtain your permission before approaching our personnel for information or test data.
- 33.2 We may photograph specimens, test set-ups, and the work area for our records and for inclusion in Reports. Tell us before work begins if your site restricts photography.

PART D — PAYMENT

34 Invoicing and Payment

- 34.1 Pay the full amount of each invoice by the due date stated on it, without set-off, deduction, counterclaim, or discount. Credit account terms are strictly Net 30 from the invoice date.
- 34.2 The Construction Industry Scheme (CIS) does not apply to any Services we supply.
- 34.3 Pay by bank transfer to the account stated on the invoice, or by card where a payment link is provided. We do not accept cheques; any cheque received is destroyed.
- 34.4 Accounts without credit facilities: we issue a pro forma invoice for each Booking and schedule the work once cleared payment has been received. Bookings are confirmed on payment.
- 34.5 Where a prepaid Booking is cancelled, any cancellation fee under clause 13 is deducted from the amount paid and the balance is refunded within five Business Days or, at your option, held on account for a rebooking. Where we cancel a Booking under clause 13.6 and cannot offer an alternative date that you accept, the full amount paid is refunded.
- 34.6 If you require a purchase order reference on invoices, provide it when you place the Booking. We invoice against the reference where supplied. The absence or late supply of a purchase order reference does not affect the due date of an invoice.
- 34.7 We may invoice on completion of a Booking or at intervals during continuing work.
- 34.8 Where the Housing Grants, Construction and Regeneration Act 1996 applies to a contract under these Terms: the due date for payment is the date of the invoice; the final date for payment is 30 days after the due date; the invoice is our payment notice; any notice of intention to pay less than the invoiced sum must be given no later than seven days before the final date for payment; and either party may refer a dispute to adjudication under the Scheme for Construction Contracts (England and Wales) Regulations 1998.

35 Invoice Disputes

- 35.1 If you dispute any part of an invoice, notify Client Services in writing within seven Business Days of the invoice date, stating the invoice number and the grounds for the dispute. Any undisputed portion remains payable by the due date stated on the invoice.
- 35.2 Amounts under genuine dispute, notified in accordance with clause 35.1, are not referred for debt collection while we review them. Any amount confirmed as payable following the review is due within seven Business Days of our written decision, and clause 36 then applies to it.

36 Overdue Accounts

- 36.1 If an invoice is not paid by its due date, the following applies.

- 36.2 Accounts with overdue invoices are placed on hold. Holds are applied automatically by our accounts systems and remain in place until the overdue balance is cleared in full. While an account is on hold, Reports are not issued. Site and laboratory testing and collections continue during a hold.
- 36.3 Automated reminder notices are issued while an invoice remains overdue.
- 36.4 We reserve the right to charge statutory interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue sum from the day after its due date, together with the reasonable costs of recovery, and to reissue the invoice to include them.
- 36.5 If an overdue balance remains unpaid after a final notice, we give you at least five Business Days' written notice before referring the account to a debt collection agency. On referral, all site and laboratory testing and collections are suspended and credit facilities are withdrawn. The agency's fees and recovery costs are added to the balance, for which you are responsible. On suspension we may recover our equipment from your site, and demobilisation and remobilisation costs are charged before work resumes.
- 36.6 Once payment has cleared, any withheld Reports are emailed to you within 48 hours and services resume. We may withdraw the line of credit and place your account on pro forma terms.

PART E — RISK AND THE RELATIONSHIP

37 Insurance

- 37.1 We hold Public Liability insurance of £5,000,000 and Employers' Liability insurance of £10,000,000. Certificates are available on request.
- 37.2 You will indemnify us against any claim arising from your acts or omissions, or those of your personnel and contractors, except to the extent caused by our negligence.

38 Limitation of Liability

- 38.1 Nothing in these Terms limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.
- 38.2 Subject to clause 38.1, we are not liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss; for loss of profit, revenue, business, contracts, or goodwill; or for the costs of delay to, or of remedial or replacement works on, any project or structure, arising from or in connection with the Services.
- 38.3 Subject to clause 38.1, our total liability arising from or in connection with any Booking, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to: (a) for damage to physical property caused by the negligence of our personnel, the amount recoverable under the insurance described in clause 37; and (b) for all other claims, the total fees you paid for the Services giving rise to the claim.
- 38.4 Where a test result or Report is shown to be incorrect because of our error, we will, where it is possible to do so, re-perform the testing or reissue the Report at no charge.
- 38.5 Notify us in writing of any claim within 12 months of the date of the Report or invoice to which it relates.
- 38.6 No personal liability attaches to any of our directors, employees, or agents in respect of the Services.

39 Force Majeure

- 39.1 Neither party is liable for delay or failure in performing its obligations, other than payment obligations, caused by an event beyond its reasonable control, including severe weather, road traffic collisions, road closures, epidemic, industrial action not involving its own workforce, failure of utilities or communications, and action by government or a public authority.
- 39.2 The affected party notifies the other as soon as reasonably practicable and takes reasonable steps to resume performance.

- 39.3 If a force majeure event continues for more than 90 days, either party may terminate the affected work by written notice, including by email. We invoice work completed before the event at the quoted rates, and any fees or expenses incurred during the event at standard rates unless otherwise agreed in writing.

40 Suspension and Termination

- 40.1 Either party may terminate the contract for a Booking, or the account, by written notice if the other commits a material breach of these Terms and, where the breach can be remedied, fails to remedy it within 14 days of written notice requiring it to do so.
- 40.2 We may suspend Services, or terminate immediately by written notice, if you are unable to pay your debts as they fall due, enter administration, liquidation, or any arrangement with creditors, have a receiver or administrator appointed over any of your assets, cease trading, or suffer any equivalent event.
- 40.3 We may close an account on 30 days' written notice. You may close your account at any time by written notice once all sums due have been paid.
- 40.4 On termination, all sums due for Services performed become payable immediately, and Reports for paid work are issued.
- 40.5 Termination does not affect rights accrued before it. Clauses 23, 26, 27, 28, 29, 38, 42, and 43, and any other clause that by its nature is intended to continue, survive termination.
- 40.6 Where Services are provided on a continuing basis, you may end them on ten Business Days' written notice. Samples in our custody at that date are tested and charged as instructed, and work performed to that date is invoiced at the quoted rates.

41 Complaints

- 41.1 Complaints are handled under our documented complaints procedure, part of the management system accredited by UKAS to ISO/IEC 17025. Submit complaints in writing to Client Services. We acknowledge every complaint within one Business Day and respond in writing on completion of our investigation.

PART F — GENERAL

42 General

- 42.1 These Terms, together with the Quotation and any variation agreed under clause 42.2, form the entire agreement between us and you for the Services and supersede any previous arrangement, understanding, or representation relating to them, written or oral. Neither party relies on any statement not set out in them.
- 42.2 A variation of these Terms is effective only if it is in writing and signed, or confirmed by email, by one of our directors.
- 42.3 If any provision of these Terms is held invalid or unenforceable, it is severed to the extent necessary and the remaining provisions continue in full force.
- 42.4 A delay or failure by either party to exercise a right under these Terms is not a waiver of it, and a waiver of one breach is not a waiver of any other.
- 42.5 We may subcontract any part of the Services, subject to clause 19 for accredited testing, and may assign or transfer our rights to a successor to our business or a company in the same group. You may not assign or transfer your rights or obligations without our written consent.
- 42.6 A person who is not a party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 42.7 Notices under these Terms must be in writing. Notices to us are sent by email to Client Services; notices to you are sent to the email address on your account. A notice sent by email is treated as received on the next Business Day after it is sent.
- 42.8 Each party complies with the Bribery Act 2010 and the Modern Slavery Act 2015. Our policies on both are published at www.theomegagroup.co.uk.

42.9 Nothing in these Terms creates a partnership, joint venture, or agency between us and you.

42.10 These Terms are available at www.theomegagroup.co.uk and are referenced on every Quotation.

43 Governing Law and Jurisdiction

43.1 These Terms, and any dispute or claim arising out of or in connection with them or the Services (including non-contractual disputes or claims), are governed by the law of England and Wales.

43.2 The courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.