

Important information related to your booking

Receipt of payment or written instructions to proceed with work constitutes acceptance of these terms and conditions.

What we will do:

- Confirm your booking and send you our RAMS for the work.
- Send a qualified & experienced test engineer to site at the agreed time & date.
- Conduct testing using calibrated test equipment, in accordance with applicable British Standards, CFA guidelines, LOLER regulations, or client specification.
- Remove our equipment & materials from site at the end of each shift.
- Email you your test results when testing is complete, and be available to discuss results.

What we need from you:

- All test information and payment for testing sent to us by the following deadlines:
For Standard testing: at least 2 full working days before the day testing is due.
For Fast Track / Out of hours testing: by 12 noon the working day before testing is due.
For Bespoke testing: varies, tbc when booking is made.
- A written instruction to proceed with work.
- A contact on site to show our engineer the test area and confirm test requirements.
- Any approvals and permits needed for our work to go ahead.
- An induction when our engineer arrives on site.
- Safe working conditions on site.
- The test area isolated to prevent unauthorised access by others (includes arranging road closures & traffic / pedestrian management).
- Safe uninterrupted access to test components on site. If at height, via MEWP or scaffold.
- First aid and welfare facilities on site.

Rescheduling or cancelling your booking:

Standard testing:

You can reschedule or cancel your booking once, free of charge, at least 5 full working days before testing is due. If rescheduling or cancelling your booking 2-4 full working days before we are due on site 50% of the invoice will be charged. If less than 2 full working days' notice is given, 100% of invoice will be charged.

Fast Track / Out of hours testing:

Rescheduling or cancelling your booking will result in 100% of the invoice total being charged.

Bespoke testing:

You can reschedule or cancel your booking once, up to 5 full working days before testing is due; note, mobilisation costs will be charged. If rescheduling your booking 2-4 full working days before we are due on site a further 50% of the balance of the invoice will be charged. Rescheduling with less than 2 full working days' notice or cancelling your booking with less than 5 full working days' notice will result in 100% of the invoice total being charged.

General terms and conditions

Estimates:

- All prices quoted exclude VAT.
- Estimates are valid for 1 month from the date of issue.
- Estimates produced are based on information provided to us at the time of enquiry and are to be regarded as provisional and subject to site survey. The final cost will be determined by the measurement of the actual quantities of work completed, valued at rates quoted.
- Daily rates are for an 8-hour working day or part-day (of which max. 4hrs testing on site). Additional hours worked or delays outside the control of London Fixing Testing Ltd will be charged at rates quoted, with overtime premium where appropriate.

Our rates:

- Engineer / project manager @ £162.50 / hour (between 7am & 5pm Monday to Friday).
- Engineer / project manager @ £243.75 / hour (between 5pm & 7am Monday to Friday, weekends, or for overtime shift hours >8 hours).
- Travel @ costs tbc, or @ 45p / mile if driving.
- Parking and congestion charge (if applicable) @ costs tbc.
- Use of specialist materials / test equipment (if applicable) @ costs tbc.
- Overnight accommodation and subsistence (if applicable) @ £225 / pp / pn.

Invoices:

- A pro-forma invoice will be sent, and your booking will be confirmed subsequent to receiving payment in full.
- London Fixing Testing Ltd reserves the right to postpone work where a pro-forma invoice has been sent, but payment has not been received by the deadline specified (please see page 1 of this document). In such cases London Fixing Testing Ltd will not be liable for costs incurred by the Client arising from the delay of the work, and the Client shall indemnify London Fixing Testing Ltd in respect thereof.
- Invoices will be addressed to and due from the Client. London Fixing Testing Ltd must be informed in any case where a third party is to pay an invoice sent, in place of the Client. In these cases, a formal acceptance of these terms and conditions by the third party will be required.
- All work including any additional work requested by the Client must be paid in full prior to release of test results.

Payments:

- Payment in full must be made in £GBP to:
London Fixing Testing Ltd, 131 Finsbury Pavement, London, United Kingdom, EC2A 1NT.
- No allowance will be made for bank charges or other payment costs, prompt payment or favoured supplier discounts, or retention monies. No extension to these terms will be made for payment on a contingent event such as court action, settlement of insurance or other claims.

Limitation of liability:

- The Client must obtain all necessary licenses, rights, approvals, sanctions, authorities and way leaves as may be required for the execution of any work by London Fixing Testing Ltd, including all necessary access from the public highway and must give all necessary notices. London Fixing Testing Ltd will not be responsible for the organisation of (or payment for) permits or any other authorisation necessary to carry out the work or for the delay that arises from the non-availability of these.
- London Fixing Testing Ltd will not be liable for any costs incurred by others in the event of the breakdown of London Fixing Testing Ltd.'s equipment or the non-availability of staff or other delay.
- London Fixing Testing Ltd will not be liable for any costs if prevented from, or delayed in, performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, and without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Client or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- London Fixing Testing Ltd reserves the right to postpone or cancel works where necessary and will not be liable for costs incurred by others arising from the delay of work.
- London Fixing Testing Ltd shall not be liable for any damage to any part of a structure or damage to property real or personal arising from the work and the Client shall indemnify London Fixing Testing Ltd in respect thereof.
- All reasonable care will be taken to avoid damage to any buried cables, drains or underground services but London Fixing Testing Ltd shall not be liable for damage to any such pipes, cables, drains or underground services unless the location of these has been correctly identified on site by the Client.
- London Fixing Testing Ltd shall not be responsible for any death or bodily injury to persons or damage to property real or personal arising from any act or neglect of the Client, their agents, employees, servants or contractors or the persons for whom any of them is responsible and the Client shall indemnify this company in respect thereof.
- All work undertaken and reported on by London Fixing Testing Ltd will be deemed as completed to the Client's satisfaction if no comments or queries are raised by the Client or their representative with London Fixing Testing Ltd within 14 days of final test results or report being submitted.
- These terms and conditions apply to business-to-business contracts only. London Fixing Testing Ltd does not contract directly with consumers.

Governing law: These terms and conditions shall be governed by and construed in accordance with the law of England and Wales, and both parties submit to the exclusive jurisdiction of the courts of England and Wales.