

## **TERMS AND CONDITIONS FOR THE PROVISION OF TESTING AND CONSULTANCY SERVICES**

### BREW Compliance Ltd – Terms & Conditions

#### 1) DEFINITIONS

The following definitions apply in these Terms and Conditions:

- “Contract” Agreement to which these Terms and Conditions relate
- “BREW” BREW Compliance Limited
- “Client” The second party to the Contract
- “Report” Written document or documents provided by BREW to the Client
- “Services” All Services provided by BREW including, but not limited to, testing, research, Business, training and other professional Services.
- “Competitions” All competitions or giveaways held at events or shows. From FREE entry games only. Winner selected by random draw at competition deadline.

#### 2) GENERAL INTRODUCTION

2.1 BREW Compliance Limited (hereby referred to as BREW) is a registered company in England and Wales – Company No 12886557. The company undertakes contracted work submitted by quote acceptance to provide certification or calculations regarding the building regulations in England and Wales.

2.2 All contracts taken by BREW will be subject to these terms & conditions. Clients or customers cannot add or retract terms listed. Any breach, non-enforcement or neglect from said terms will result in service termination and quote price still charged on said contract. This will not affect the client’s rights in relation to any other live contract.

2.3 Rights are reserved by BREW to refuse the acceptance of any contract or provide services for any non-discriminatory reasons.

#### 3) CONFIDENTIALITY

3.1 Services undertaken by BREW will be on a confidential basis and the results will be the property of the Client. The contents of any Report will not be disclosed to third parties without the written consent of the Client.

3.2 This condition will be deemed to have been waived insofar as any Report is communicated in whole or in part by the Client to any third party in such a way as to misrepresent or distort the contents of the Report and any test results contained in it.

#### 4) PRICING / QUOTING

4.1 Quotations issued by BREW are provided through email only. Estimation of prices given verbally are not final. Price or service may alter once any quotation is received. Once a fee is shown on any quotation this cannot be changed, updated or altered unless a new quotation is provided and accepted in accordance with these terms.

4.2 Fees and prices are determined on each project and may differ from any previous contract BREW have completed for the same client/customer.

4.3 Any fees quoted by BREW Compliance Ltd are subject to VAT at the standard rate set by the HM Revenue at the time of the invoice.

4.4 You the client must provide acceptance in writing to all quotations issued by BREW by either e-mail or letter.

4.5 In any absence of any written confirmation for whatever reason this will be previously arranged with the client if the testing is going ahead. This entitles you to accepting these terms & conditions and therefore bound by them.

#### 5) PAYMENT

5.1 Terms of payment are controlled for each client. Based on payment upon receipt of invoice. Clients can request or arrange alternate payment methods. These must be revised and accepted by BREW. The maximum payment period is 30days after the date of invoice.

5.2 Any fees / charges incurred on payment i.e VAT, Currency Conversion, or Direct Debit transfer fees shall be organised and paid by the client/customer.

5.3 BREW Compliance Ltd reserves the right to charge 3.5% per month above the current base rate set by the Bank Of England on the date of any overdue accounts.

#### 6) VARIATIONS TO CONTRACT

6.1 Services required beyond the Scope of Work detailed in the Contract will not be undertaken without written acceptance by the Client of a revised Scope of Work and agreement of any additional fees chargeable.

#### 7) CANCELLATION POLICY

7.1 Any cancellations for on-site services or appointments must be made within the following times via e-mail or telephone to comply with our terms;

Cancellation on the agreed test date = 100% of total fee chargeable

A) 24hours before = 50% of total free chargeable

- B) 24-48 hours before = 25% of total free chargeable
- C) More than 48 hours – This is deemed sufficient notice no fee chargeable

#### 8) HEALTH AND SAFETY

8.1 Where any aspect of the work is undertaken on premises not occupied by BREW or under its direct control, it is the responsibility of the Client to ensure that all necessary safeguards are in place and all safety measures taken to comply with the Health & Safety at Work Act 1974, the Management of Health & Safety at Work regulations and any subsequent legislation and will indemnify BREW against any consequences of a breach of the said Act. BREW reserves the right not to commence work if it believes this not to be the case and to recover any losses thereby incurred, including loss of profits. Where applicable, sight of the buildings' Asbestos Register, COSHH assessments etc. will be required prior to commencement of work.

#### 9) GOVERNING LAW

9.1 BREW will not tolerate any negligence towards English law and that may take place during any contract. Disputes with contract or any foul play towards BREW will result in legal action being taken. This may lead to court hearings which the recipient party is obligated to attend.

#### 10) PREPARATORY WORK

10.1 If it is agreed that certain preparatory work needs to be completed by the Client before BREW can commence its own work, then this will be stated in the Contract with an agreed completion date. If this preparatory work is not completed by the agreed date, the Client will indemnify BREW against any losses, including loss of profit, thereby incurred.

#### 11) INDEMNITY

11.1 The client shall indemnify BREW Compliance Ltd against all claims made against BREW by a third party in respect of the goods or services supplied by BREW.

#### 12) TIMESCALES

12.1 All dates given in the Contract for commencement, issue of the Report and other deliverables are estimates only. BREW will not be liable for any losses due to delay, howsoever caused.

#### 13) WEBSITE

[www.brewcompliance.co.uk](http://www.brewcompliance.co.uk)

13.1 Our website is for the purpose of general information regarding the trade and services we provide. This can be updated at our convenience without notice.

13.2 BREW cannot accept liability of any third-party changes to the industry, we do not provide any warranty on said changes. The information provide is based on the most current and up to

date standard and regulations. We are not notified of any changes to these regulations and therefore you must acknowledge that inaccuracies or errors may occur. Any errors made on the behalf of BREW will be rectified free of charge.

13.3 Materials and information used by any reader is at your own risk, BREW have no liability of any changes since publish. The responsibly lies with the client to understand the service(s) they require following on from the consultancy provided.

13.4 All website material is sole produced by the owner and website provider. All rights are entitled to BREW and no other party. This includes images, layout, content, & appearance/theme. Imitation or replication of this website is prohibited. Any unauthorised or improper use of this website will result in legal action to be taken.

13.5 Any external links provided on the website is for expansion of knowledge across the field in question. These are provided to help our clients/customers understand the services they require. This information will be updated, changed or removed to our convenience with no notice given.

13.6 BREW Compliance Ltd cannot guarantee this site can be free of any viruses or cookies that may change your internet viewing content. Use of any desktop or mobile is the responsibly of the owner to ensure safe internet use. We therefore cannot accept liability for any loss, damage, or corruption to users operating systems that may occur from use of this website.

13.7 The use of our website and any conflict that may arise is subject to the law of England & Wales.

13.8 As previously mentioned, all changes, updates or alterations to our website can be carried out without notice. This can also include the changing of content or external links. You accept these changes by re-visiting the website once re-published. If you refuse to accept any new changes or terms, then you should no longer use the website after the changes or terms have taken place.

## SERVICES & TERMS

General Intro;

The following apply to all services provided by BREW;

Any quotations provided by BREW allow for on-site testing that is within the normal working day hours. 08:00-17:00 Monday – Friday. Any work required out of these hours a surcharge will apply. Price on Application. Same applies for Weekend or Bank Holidays.

All attendees of on-site testing must be on site at the scheduled time of appointment. Responsibility is not taken for clients/customers who are late to an on-site appointment. Including but not limited to: Weather conditions, traffic delays and vehicle breakdowns. 30 minutes will be allowed until 100% of the service fee will be charged.

All of our services, be it tests or calculations follow up with the relevant accredited certificate or report in PDF format. Paper copies are also available upon request. No certificates or reports will be released until full payment of the outstanding invoice has been received.

Retesting is carried-out upon another separate booking if you have the outcome of a fail on-site. Re-testing will be charged at a 100% of the original test fee unless otherwise agreed.

The customer agrees to notify BREW of any potential physical risks or health hazards that may be encountered during any physical on-site surveys, assessments and or testing.

Full care and quality management is undertaken when certificates or reports are being prepared for issue. However, any mistakes of information cannot be justified by us and therefore BREW does not accept liability for cost incurred with submission of any documents with mistakes or errors. All information provided will be accurate at the time of certificate or report production.

For all on-site services we require a parking space for the size of a small van within 20meters of the testing location. If the client/customer is unable to provide a parking space adequate, then all parking charges or fines must be settled by the client/customer. Congestion charges, toll bridge, or other chargeable gateways will be charged onto the quote fee if they occur en-route to site.

Prior to on-site test(s) being carried out we will issue a checklist of items or discuss what needs to be completed prior to our arrival on site. If upon arrival on site this list has not been completed or there is any diversion from the agreed state of the build, we reserve the right to abort the test and leave the site. In this event the full quotation fee will be payable.

In the event of difficulties with access, power failure or any other site problems not at the fault of BREW which will prevent the completion of the arranged testing will result in a 100% fee as per quotation and may result in another appointment being needed to achieve compliance. Price and appointment will then be re-arranged and confirmed by client/customer.

Copies of drawings/ plans must be provided at the time of quotation. Any change to the plan or layout of these drawings from the initial quotation acceptance and may result in an additional fee being charged for the recalculation of dwelling or individual room surface areas and volumes.

Responsibility and care is taken to avoid damage to any property while carrying out all of our projects. However, we do not hold responsibility for any damages caused due to not long finished activities before the test on-site. This includes damages to paintwork (left wet), final finishes (such as wet mastic), for example when carrying out the sealing or testing process.

All quotations are based on the works being carried out and completed over the course of one site visit. Unless previously agreed upon quotation stage. All fees that have been quoted include expenses, accredited certification and travel costs. The fees do not include retesting charges that will require a new quotation and appointment. Re-testing fees are charged at 100% of the original quotation fee unless otherwise arranged.

The customer confirms that they are the legal owner of the property, or alternatively, that they are acting under the instruction and/or with the permission of the legal owner of 'The Property'.

## 1) AIR TIGHTNESS TESTING

You must ensure 240V/110V of ring mains power is available on site within 50 meters of the dwelling/building to be tested. Please note portable generators are unsuitable to be used as a power supply.

The test will normally take around 30 minutes to complete, but may vary depending on the size and or circumstances. We allow up to an hour on site for remedial advice and immediate re-tests to achieve a pass within the same visit if and where possible. Anything over an hour will be charged at £60 per technician per hour.

Design Air Permeability (Air Test Target) in accordance of the relevant document (SAP/SBEM) is required to be stated by the client/customer before the test is carried out unless (SAP/SBEM) is or has been provided by BREW. If this information isn't obtained before the test date, we reserve the right to allow the average design value currently a figure of 5m<sup>3</sup>/hr/m<sup>2</sup>@50Pa.

Test schedules for multiple plots will be agreed and priced at the proposal of the initial quotation to ensure it aligns with the clients/customers approval of the relevant Building Control Organisation. Any changes to a client/customer's testing schedule should be notified to ourselves and vice versa.

A minimum entrance door size is requirement for installation of the air tightness test equipment. Please ensure you have a door/opening no larger than 1100mm x 2470mm and no smaller than 690mm x 1360mm.

## 2) SOUND INSULATION TESTING

You must ensure 240V of ring mains power is available. Power CAN NOT be extended. Power must be available in all adjoining rooms that are being tested. Please note generators are unsuitable to be used as a power supply.

All parties must be aware that sound testing is conducted with access to all properties undergoing the test. All tenants or occupants of the properties must be vacated while the test is performed for health and safety reasons.

A quiet environment is required for the test to be conducted, ensuring no inaccurate or un-compliant data is obtained. External and internal noisy activity within control of the site manager should be stopped prior to the testing appointment and should not resume until works have been completed. Including but not limited to – groundworks, metal works, any form of drilling, hammering, heavy machinery and plant operation. We should also be informed of any noisy activity likely to be occurring on the test day (e.g. external road works).

Impact sound insulation tests should be conducted on a floor without a soft covering (e.g. carpet, foam backed vinyl) except in the case of (a) separating floor ADE construction type 1

(Concrete base with ceiling and soft floor covering), as described in Approved Document E, or  
(b) a concrete structural floor base which has a soft covering as an integral part of the floor.

If a soft covering has been installed on any other type of floor, it should be taken up. If that is not possible, at least half of the floor should be exposed and the tapping machine should be placed only on the exposed part of the floor.

### 3) INDUSTRIAL AND ENVIRONMENTAL NOISE SURVEYS

Best practice is taken to ensure the test is conducted in optimal conditions, however BREW hold no liability for effects to noise data outside of our control such as weather. While we do our best to postpone and not make a charge, the client accepts that any void data due to weather conditions or other uncontrollable conditions after the survey has begun is at no fault of BREW and any additional (re-test) data required will be charged again.

### 4) ENERGY PERFORMANCE CERTIFICATES (rdSAP)

The assessment will normally take between 30 to 60 minutes to complete, but may vary depending on the size and or circumstances.

The 'DEA' (Domestic Energy Assessor) will require access to all internal rooms and parts of the property during the assessment. This includes access to any loft void if it is safe and practical to do so. In some instances access to any surrounding garden areas may be required to enable external photos and or measurements of the building to be taken. Uninhabited outbuildings, sheds and detached garages will not normally need to be accessed.

It is not necessary to make any preparations to the property prior to the assessment.

During the assessment, measurements will be taken and features contributing to energy performance will be recorded. In addition, the client grants permission for the DEA to take photographs of certain features including; front and rear elevations, extensions and/or conservatory, boiler or primary space heating, hot water tank, heating controls, meters and any other evidence to support the EPC.

Site notes and photos created during the assessment will be retained by BREW Compliance Ltd for 15 years, along with limited information about the customer (name, address, telephone number, email etc.). All information will be stored in line with current Data Protection requirements.

If children or vulnerable adults are present during the assessment, a responsible adult must also be present. Any pets should be kept under control at all times.

If the assessment is to be carried out on an unaccompanied and unoccupied basis, the customer agrees to provide clear instructions to BREW to enable safe and trouble-free access to the property. In particular this must include reliable arrangements for the collection and return of any keys, along with details of any alarm entry system.

The EPC is produced by way of a simple visual inspection, and is limited to energy performance only.

EPC reports are now provided as web links to the live online version of the new EPC in line with current regulations.

#### 5) SAP/SBEM REPROTS - ENERGY PERFORMANCE CERTIFICATES (Full SAP/SBEM)

Site plans and all relevant information used to create the SAP assessment will be retained by BREW Compliance Ltd for 15 years, along with limited information about the customer (name, address, telephone number, email etc.). All information will be stored in line with current Data Protection requirements.

The SAP/SBEM reports and EPC are produced by way of a desk based analysis and calculation, and is limited to energy performance only.

EPC reports are now provided as web links to the live online version of the new EPC in line with current regulations.

#### 6) DISPLAY ENERGY CERTIFICATES

The assessment time will vary depending on the size and or circumstances.

The 'DEC Assessor' (Display Energy Certificate Assessor) will require access to all internal rooms and parts of the property during the assessment. This includes access to any loft void if it is safe and practical to do so. In most instances access to any surrounding garden areas may be required to enable external photos and or measurements of the building to be taken.

During the assessment, measurements will be taken and features contributing to energy performance will be recorded. In addition the client grants permission for the DEC to take photographs of certain features including; front and rear elevations, extensions and/or conservatory, boiler or primary space heating, hot water tanks, heating controls, meters and any other evidence to support the Display EPC.

Site notes and photos created during the assessment will be retained by BREW Compliance Ltd for 15 years, along with limited information about the customer (name, address, telephone number, email etc.). All information will be stored in line with current Data Protection requirements.

The Display EPC is produced by way of a simple visual inspection, and is limited to energy performance only.

#### 7) VENTILATION FLOW RATE TESTING

You must ensure mains power is on and all extraction fans are operational, installation must also be in compliance with Part F Regulations.



## WATER USAGE CALCULATIONS

Unless the following information is provided then default figures for the calculation will be assumed;

- Make and model of all; taps, showers, bath capacities, toilets, dishwashers and washing machines.
- Please provide details of any grey water or rainwater harvesting otherwise none will be assumed.

## INTEREST

BREW Compliance Limited has the right to add the statutory overdue invoice interest of 8% (correct as of October 2021). Reminders before the invoice due date will be sent to underline that interest of 8% to the invoice total will be added if there is failure to make payment before the deadline date. Failure to make payment beyond this date the debt will be sent to be claimed by the United Kingdom's small claims court.

## COMPETITIONS

- All competitions held at events or trade shows only take place with the organiser's permission. FREE entry only competitions held for company promotion and increased recognition purposes only.
- Entries will only be taken in person at the BREW Compliance's stand or exhibitor area at the current event or show.
- Maximum of 1 entry per person.
- Winner must be with England & Wales only. Services are not covered in Scotland or Ireland or any Channel Islands.
- Services or service package only covered for one project/site address.
- Services or Service package will not exceed the stated prize amount. Any additional fees will be charged by invoice with agreement from the winner/client.
- Winner of any competition will be drawn at random at the competition deadline by lucky dip of the competition entry box.
- Winners will be contacted by details provided, phone call and email. The winner will also be announced on social media.
- Services or Service Package can only be redeemed on the registered project for the competition.
- Data received will not be sold to any 3<sup>rd</sup> parties in respect of this competition.
- By entering into the competition, you agree to receive marketing or discount offer emails in the future.
- If any part of the winning entry is found to be miss represented, illegal or under current investigation, the terms of the competition will be dropped and the organiser has the right to cancel any proceedings.

Signed by the Customer

Full Name: .....

Company/Organisation: .....

Dated: .....

We confirm by signing that we have read and understood the above terms of business