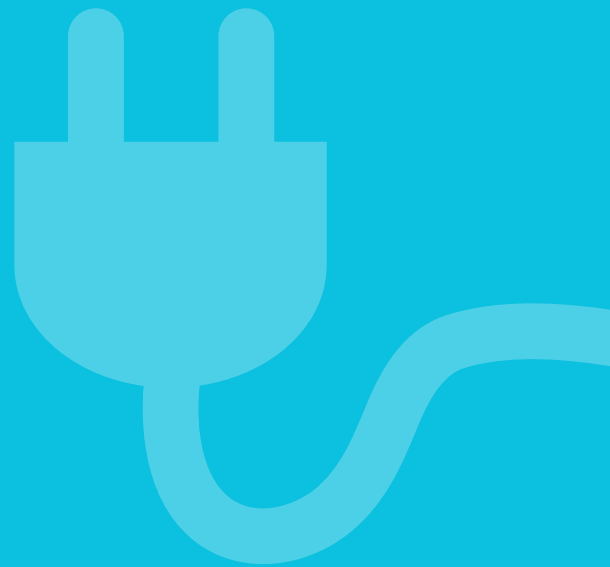




Terms & Conditions 2026



Terms of Business & Booking Conditions

Version 1.0 – July 2019

These Terms of Business & Booking Conditions apply to all services provided by Ness Side PAT Testing.

By accepting a quotation, issuing a purchase order, confirming a booking or instructing us to proceed with the services, you agree to these Terms of Business & Booking Conditions.

1. Booking Confirmation

A booking is confirmed once accepted by Ness Side PAT Testing and confirmed in writing.

Quotations are based on the information supplied by the customer. Should the scope of work differ from that originally quoted, we reserve the right to amend our quotation or rearrange the appointment where additional time, labour or resources are required.

2. Customer Responsibilities

The customer is responsible for ensuring that:

- The correct site address is provided.
- A nominated site contact and working telephone number are supplied.
- Building access information, reception details, security procedures, access codes or key safe information are provided before the appointment.
- Suitable access to the premises is available.
- Suitable parking is available close to the testing location.
- Appliances are readily accessible for testing.

Where suitable access arrangements have been provided, testing may be completed without the customer being present.

3. Access & Failed Attendance

If our technician is unable to complete the appointment due to:

- No access to the testing location.
- Incorrect site address.
- Incorrect or unavailable contact details.
- No response from the nominated contact within 30 minutes of arrival.
- Any other circumstance outside the reasonable control of Ness Side PAT Testing preventing access.

The appointment will be deemed a Failed Attendance.

A **£45.00 + VAT** Failed Attendance Fee may be charged to recover part of the costs associated with the failed attendance.

This charge must be settled before a replacement appointment is arranged.

4. Cancellations

Appointments cancelled with less than 48 hours' notice may incur a **£45.00 + VAT** Cancellation Fee to recover costs associated with the cancelled attendance.

5. Quotations & Scope of Works

Quotations are based on the information supplied by the customer.

If, upon arrival, any of the following differ significantly from those originally advised:

- Number of appliances.
- Site location.
- Access arrangements.
- Additional testing requirements.
- Time required to complete the work.

Ness Side PAT Testing reserves the right to amend the quotation or rearrange the appointment.

The quoted minimum attendance charge remains payable regardless of the number of appliances ultimately presented for testing.

6. Standard PAT Testing

Our standard PAT Testing service covers portable electrical appliances fitted with a standard UK 13A plug.

The following are not included within standard PAT Testing:

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- Fixed hand dryers.
- Fixed electric heaters.
- Fixed water heaters.
- Permanently connected equipment.
- Hard-wired appliances.
- Fixed plant or machinery.

These items require Point-to-Point Testing, which is available at an additional charge.

If you are unsure whether an appliance falls within standard PAT Testing, please contact us before the appointment.

7. Non-Standard Equipment

Customers must notify us before the appointment if equipment includes:

- 110V appliances.
- 16A connectors.
- 32A connectors.
- Three-phase equipment (**PRICING AVAILABLE UPON REQUEST**)

Failure to notify us may result in additional charges or the appointment requiring to be rearranged.

8. Appliance Accessibility

Unless otherwise agreed, appliances should be readily accessible for testing.

Our technicians will not normally move or rearrange heavy furniture or appliances, including but not limited to:

- Refrigerators.
- Freezers.
- Washing machines.
- Tumble dryers.
- Commercial catering equipment.
- Large office furniture.

The movement of equipment remains at the reasonable discretion of the technician.

9. Network & Critical Equipment

To minimise disruption to business operations, Ness Side PAT Testing will not disconnect or unplug equipment that may interrupt critical services, including but not limited to:

- Servers.
- Network switches.
- Routers.
- Wi-Fi equipment.
- Communications equipment.
- CCTV systems.
- Other critical infrastructure.

Unless specifically requested before the appointment, these items will receive a visual inspection only rather than a full electrical test.

Where full testing is requested, the customer is responsible for ensuring that the equipment can be safely powered down before our arrival.

Ness Side PAT Testing accepts no responsibility for disruption arising from customer-requested shutdowns.

10. Plug Tops & Fuse Replacement

As part of our standard PAT Testing service, damaged or non-compliant 13A plug tops and cartridge fuses may be replaced where reasonably practicable.

Replacement plug tops and fuses are included within our standard service.

All replacement components will be of the correct type and rating.

Fuse ratings will never be increased beyond the manufacturer's specification.

Where replacement of a plug top or fuse cannot safely rectify a fault, the appliance will be recorded as a failure.

Please note that this is exclusive to 13a plugs only and excludes the likes of 5A, 15A, 16A, 32A, 63A, 125A single and 3 phase connectors.

Details of any replacements carried out can be provided upon request.

11. Test Results

Every appliance tested will receive an appropriate Pass or Fail label.

Unless otherwise agreed, Pass labels will display a recommended re-test date of 12 months from the date of testing.

Where appliances fail testing or visible damage is identified, photographs may be taken and retained as part of the testing record.

Copies of these photographs can be supplied upon request.

A failed test does not necessarily mean an appliance requires replacement and may be suitable for repair before re-testing.

12. Safety

Our technicians may refuse to carry out testing where, in their reasonable opinion, the appliance, working environment or method of access presents a risk to health and safety.

Testing may also be suspended where site conditions become unsafe during the visit.

13. Parking & Travel

Reasonable parking should be available close to the premises.

Any parking charges, tolls or additional travel costs incurred due to incorrect addresses, restricted access or inaccurate information supplied by the customer may be added to the final invoice.

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14. Payment

Payment is due in accordance with the payment terms stated on the invoice.

PAT Test Certificates, Asset Registers and associated documentation will normally be issued following completion of the works.

Where payment becomes overdue, Ness Side PAT Testing reserves the right to withhold certification and reports until payment has been received.

15. Insurance

Ness Side PAT Testing maintains appropriate insurance for the services provided.

Evidence of insurance can be supplied upon request.

16. Data Protection

Customer information, appliance records and any photographs taken during testing will only be used for the purposes of carrying out the contracted services, maintaining testing records, supporting recommendations and complying with legal obligations.

Information will not be shared with third parties except where necessary to deliver the services or where required by law.

17. Subcontracting

Where reasonably necessary, Ness Side PAT Testing reserves the right to appoint suitably qualified, competent and appropriately insured subcontractors to carry out all or part of the services on our behalf.

Any subcontractor appointed will be required to work to the same standards, procedures and quality expectations as Ness Side PAT Testing.

The appointment of a subcontractor will not affect the customer's quotation, booking or agreed scope of works, and Ness Side PAT Testing remains responsible for the services provided.

18. Liability and Circumstances Beyond Our Control

Nothing within these Terms of Business & Booking Conditions excludes or limits any liability that cannot lawfully be excluded or limited.

While every reasonable care will be taken when carrying out the services, Ness Side PAT Testing shall not be responsible for:

- Pre-existing faults or damage.
- Latent defects that could not reasonably have been identified during testing.
- Equipment failure arising during or after testing, except where directly caused by our negligence.
- Loss of data, business interruption or disruption resulting from equipment being disconnected at the customer's request.
- Delays or failure to complete the services resulting from inaccurate information, unavailable equipment, lack of access or other acts or omissions of the customer.

Ness Side PAT Testing shall not be liable for any delay or failure to perform its obligations where the delay or failure arises from circumstances beyond our reasonable control, including severe weather, flooding, road closures, power failures, industrial action, illness, vehicle breakdown, acts of third parties or other unforeseen events.

Where reasonably practicable, we will inform the customer and arrange a replacement appointment at the earliest mutually convenient opportunity.

19. Governing Law and Jurisdiction

These Terms of Business & Booking Conditions shall be governed by and construed in accordance with the laws of Scotland.

Any dispute arising from these Terms of Business & Booking Conditions or the services provided shall be subject to the jurisdiction of the Scottish courts.

20. Limitation of Testing

Portable Appliance Testing (PAT Testing) is intended to assess the safety of portable electrical appliances at the time of inspection and testing only.

A Pass result confirms that the appliance met the relevant inspection and testing requirements at the time it was tested. It does not guarantee the future condition, ongoing safety or continued performance of the appliance.

The owner or user of the equipment remains responsible for carrying out regular visual inspections, using equipment safely and ensuring that damaged or defective appliances are removed from service.

21. Acceptance

Acceptance of a quotation, submission of a purchase order, confirmation of a booking or instruction to proceed with the services constitutes acceptance of these Terms of Business & Booking Conditions.

If you require any further information or have any queries regarding these Terms and Conditions, please contact us and we will be glad to assist.

