

# RDE COMMUNICATIONS PORTABLE APPLIANCE TESTING TERMS AND CONDITIONS

## BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of Portable Appliance Testing (PAT) services by Roderick J Jones RDE Communications (“the Trader”) to customers who require Portable Appliance Testing services to be provided at their place of business.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015 (as amended).

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Portable Appliance Testing (PAT) Services”</b>	means the Portable Appliance Testing Services We will provide as specified in the Agreement;
<b>“Agreed Times”</b>	means the times which You and We agree for the Installer to have access to the Property to complete the Job as specified in the Agreement;
<b>“Agreement”</b>	means the contract into which You and We will enter if You accept the Estimation. The Agreement (Written or Verbal) will incorporate, and be subject to, these Terms and Conditions. An example of Our standard form of Agreement is attached as Schedule 1;
<b>“Business”</b>	means any business, trade, craft or profession carried on by You or any other person/organisation;
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer /business of the Trader who receives the Portable Appliance Testing Services;
<b>“Deposit”</b>	means the deposit You will be required to pay in accordance with Clause 5;
<b>“Equipment”</b>	means any parts or equipment provided by the tester which may include, but not be limited to, a fuse
<b>“Equipment Mark Up”</b>	means the amount added to the price of the parts or equipment provided by the tester (non-refundable);
<b>“Equipment or Appliance”</b>	means the electrical equipment / appliance to be tested.
<b>“Final Fee”</b>	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions;

<b>“Tested”</b>	Means electrical equipment that has had been tested according to the code of practice for in service inspection and testing of electrical testing;
<b>“Tester”</b>	means Us or Our employee who will be responsible for providing the Portable Appliance Testing Service;
<b>“Job”</b>	means the complete performance of the In Service Inspection and Testing;
<b>“Model Cancellation Form”</b>	means the model cancellation form attached as Schedule 2;
<b>“Order”</b>	means Your initial request for Us to provide the Portable Appliance Testing service as set out in Clause 4;
<b>“Property”</b>	means business address, as detailed in the Order and the Agreement, at which the Job is to take place;
<b>“Qualified”</b>	means a tester that has attended and passed the Level 3 City and Guilds 2377-22 course (theory and practical);
<b>“Estimation”</b>	means the Estimation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
<b>“Estimated Fee”</b>	means the fee set out in the Estimation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
<b>“Start Date”</b>	means the date You and We agree on for Us to start providing the Portable Appliance Testing Service as specified in the Agreement;
<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which the Installer visits the Property to provide the Portable Appliance Testing service.
<b>“We/Us/Our”</b>	means the Trader and includes all employees, agents and sub-contractors of the Trader;
<b>“You/Your”</b>	means a Consumer who is a customer of the Trader.
<b>“Installation (Invoice)”</b>	Is the sum of the Daily Labour Charge and the Miscellaneous Charge;
<b>“Daily Labour Charge”</b>	£60.00 for the first hour and £25.00 thereafter;
<b>“Miscellaneous Charge”</b>	Means the charge for fuel, parking costs and debit /credit card fees (as applicable);
<b>“Callout Charge (Invoice)”</b>	£70.00 (includes 1 <sup>st</sup> hr of labour and fuel cost (up to 15 miles from RDE Communications business address));

1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text

message, Instant messaging (e.g., WhatsApp) fax or other means.

- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## 2. **Information about Us**

- 2.1 We are a Sole Trader.
- 2.2 We trade under the name RDE Communications.
- 2.3 Our main trading address is 3 Hoblongs Cottages, Chelmsford Road, Gt Dunmow, Essex. CM6 1LW.

## 3. **Communication and Contact Details**

- 3.1 If You wish to contact Us with question(s) You may contact Us by telephone at 07808 771 722 / 01371 859 911 or by email at [rod@rde-communications.co.uk](mailto:rod@rde-communications.co.uk)
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
  - 3.2.1 contact Us by email at [rod@rde-communications.co.uk](mailto:rod@rde-communications.co.uk); or
  - 3.2.2 contact Us by pre-paid post at RDE Communications 3 Hoblongs Cottages, Chelmsford Road, Gt Dunmow, Essex. CM6 1LW.

## 4. **Orders**

- 4.1 We accept orders for Portable Appliance Testing Service through verbal e.g. telephone, or written e.g. email.
- 4.2 When placing an Order You should set out, in detail, the Services required. Details required include the location of the Property, the type and quantity of equipment required for testing; We will provide You with an order form (if required) containing prompts for all required information. All such details are set out in the Agreement (if written).
- 4.3 Once the Order is complete and submitted We will prepare an Estimation and send it to You via email. The Estimation will set out the required Deposit and fee (see Clauses 5 and 6).
- 4.4 You may make changes to the Order and Estimation before accepting it. You may accept the Estimation by telephone, email or first-class post.

## 5. **Deposit**

- 5.1 At the time of accepting the Estimation or not more than 7 days thereafter You must pay Us a Deposit (if requested in the Estimation). The Deposit will be 80% of the cost of the Estimated products required. We will not confirm an Order until the Deposit is paid in full.
- 5.2 The Deposit is non-refundable except as set out in Clauses 12, 13 and 14.

## 6. Fees and Payment

- 6.1 The Estimated Fee will include the price payable for the In service inspection and testing of electrical equipment.
- 6.2 If the price of Products or services increases during the period between Your acceptance of the Estimated and the Start Date, We will inform You of the increase and of any difference in the Final Fee.
- 6.3 The Estimated Fee and the Final Fee are inclusive of VAT.
- 6.4 We will invoice You when the Job has been completed.
- 6.5 You must pay any invoice on completion of the job or within 7 days of receiving it.
- 6.6 We accept the following methods of payment:
  - 6.6.1 Debit and credit cards via a sum up card reader and application (**additional 2% charge applicable on the Fee amount**);
  - 6.6.2 Cash;
  - 6.6.3 Cheque (payable to Mr R J Jones);
  - 6.6.4 Bank Transfer.
- 6.7 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 1% above the base rate of the account used to purchase any Equipment or provide the Service from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.8 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.

## 7. Portable Appliance Testing Service

- 7.1 We will provide a Portable Appliance Testing Service in accordance with the specification set out in the accepted Estimation and in the Agreement (as may be amended by agreement between You and Us from time to time/ when completed).
- 7.2 We will provide a visual and electrical inspection according to the In-service Inspection and Testing of Electrical equipment.
- 7.3 We will provide Earth Continuity/Bond and Insulation test as applicable on all equipment nominated for testing. However, other electrical tests may be carried out subject to type of Equipment.
- 7.4 We will clearly mark equipment that has failed the inspection and record the reason(s) for failure.
- 7.5 We will produce a certificate that details the following:
  - 7.6.1 The details of the site that has been tested;
  - 7.6.2 An entry for each appliance along with whether it has passed or failed;
  - 7.6.3 Individual re-test date (agreed between You and Us) for each appliance tested;
  - 7.6.4 The details of the person and Trading organisation that preformed the test.
- 7.6 We will on agreement mark items that have passed with a unique green label.
- 7.7 We will on agreement supply the full test results as recorded by the test equipment.
- 7.8 We will on agreement provide a consultation service to ensure that the Portable Appliance Testing regime is in accordance with the code of practice for in service inspection and testing of electrical equipment.
- 7.9 We will on agreement advise you of the current regulations for the In-service Inspection and Testing of Electrical equipment.

- 7.10 We will on agreement change a fuse.
- 7.11 We will on agreement change and /or re-wire a plug.
- 7.12 We will not be responsible for;
  - 7.12.1 Equipment (s) that has /have failed but You continue to use;
  - 7.12.2 Items that are not inspected due to electrical safety, Such as, but are not limited to: the in-ability to power down or electrically isolate the equipment;
  - 7.12.3 The User checks / Employer checks;
  - 7.12.4 The movement of, or damage to, Equipment caused by Us if We have had to disconnect the appliance from the electrical supply.
  - 7.12.5 Any work done to the Equipment by You or by any person other than the Tester.
  - 7.12.6 Equipment that was not available or present at the time of inspection.
- 7.13 We will ensure that the Portable Appliance Testing Service is performed with reasonable care and skill which is consistent with the codes of practice and performed by a Qualified Tester.
- 7.14 We will ensure that We comply with best code of practice.
- 7.15 We will ensure that no parts of the Property suffer damage as a result of Our provision of the Portable Appliance Testing Service. We will make good any damage that occurs at no additional expense to You as soon as is reasonably possible. We may instruct You to take reasonable steps to protect the Property while We are performing the Portable Appliance Testing Service, including but not limited to the removal of valuable and/or delicate items from the areas where We are working. We will not be liable for any damage which occurs as a result of Your failure to follow such instructions.
- 7.16 We will properly dispose of all waste that result from Our provision of the Portable Appliance Testing Service.
- 7.17 Where a Job is to last for more than one working day, the Tester will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.
- 7.18 We guarantee that a 'pass' means the item is safe for continued use according to the codes of practice for the in-service inspection and testing of electrical equipment. However, the users and /or employer responsibilities are still applicable HSE guidance for 'Maintaining portable electrical equipment in a low risk environment'.
- 7.19 The responsibility (sometimes referred to as the "risk") for the Products remains with Us until they have been delivered to You at which point it will pass to you. You will own the Products once We have received payment in full for them.

## 8. **Your Obligations**

- 8.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities and /or local authorities or similar, You must obtain them before we begin the Portable Appliance Testing Service.
- 8.2 You will ensure that the Installer can access the Property at the Agreed Times to provide the Portable Appliance Testing Service.
- 8.3 You may either give the Tester a set of keys to the Property or be present at the Agreed Times to give the Tester access. We promise that all keys will be kept safely and securely by the Tester.
- 8.4 You must ensure that the Tester has access to safe electrical outlets, a supply of hot and cold running water and toilet facilities.

- 8.5 You must give Us at least 24 hours' notice if You do not require the Tester to provide the Portable Appliance Testing Service on a particular day or at a particular time. We will not invoice for cancelled Visits provided such notice is given. If less than 24 hours' notice is given We will invoice You at the normal rate.

## 9. **Complaints and Feedback**

- 9.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 9.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on request.
- 9.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- 9.3.1 In writing, addressed to Roderick Jones, 3 Hoblongs Cottages, Chelmsford Road, Gt Dunmow, Essex. CM6 1LW.
  - 9.3.2 By email, addressed to Roderick Jones:  
[complaints@rde-communications.co.uk](mailto:complaints@rde-communications.co.uk)

## 10. **Changing the Start Date**

- 10.1 If You ask Us to change the Start Date:
- 10.1.1 We will where reasonably possible agree a revised Start Date with You;
  - 10.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 14).
- 10.2 If We ask You to change the Start Date, You may either:
- 10.2.1 agree a revised Start Date with Us; or
  - 10.2.2 terminate the Agreement (see Clause 14).

## 11. **Cancellation of Contract During the Cooling Off Period**

- 11.1 Where the Agreement is not made "on Our premises", You have a statutory right to a "cooling off" period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after that date.
- 11.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post or email to the postal address, email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 11.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 11.4 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract.
- 11.5 We will refund money though a bank transfer or cheque. In any case, You will not incur any fees as a result of the refund.
- 11.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.
- 11.7 If the Start Date falls within the cooling off period You must make an express request for provision of the Portable Appliance Testing Service to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request You acknowledge and agree to the following:

- 11.7.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed;
  - 11.7.2 If You cancel the Agreement after provision of the Portable Appliance Testing Service has begun You will be required to pay for the Portable Appliance Testing Service applied up until the point at which You inform Us of Your wish to cancel;
  - 11.7.3 The amount due will be calculated in proportion to the full price of the Portable Appliance Testing Service and the actual Portable Appliance Testing Service provided. Any sums that have already been paid for the Portable Appliance Testing Service will be refunded subject to deductions calculated on this basis;
  - 11.7.4 We will process any refund within 7 days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 11.8 Clauses 13 and 14 apply to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

## 12. Cancellation Before the Start Date

- 12.1 In addition to Your rights in Clause 11 relating to the cooling off period, You may terminate the Agreement (i.e. cancel the Job) at any time before the Start Date as follows:
- 12.1.1 If You cancel the Job more than 28 days before the Start Date We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
  - 12.1.2 If You cancel the Job less than 28 days before the Start Date We will retain from the Deposit a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit, We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
- 12.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

## 13. Termination

- 13.1 You may terminate the Agreement with immediate effect by giving Us written notice if:
- 13.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 14 days of You asking Us in writing to do so;
  - 13.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
  - 13.1.3 You and We have been unable to agree a revised Start Date under Clause 11.1 or You elect to terminate the Agreement under Clause 11.2;
  - 13.1.4 We are unable to provide the Portable Appliance Testing Service due to an event outside of Our control (see Clause 16).
- 13.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- 13.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.7);

- 13.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 14 days of Us asking You in writing to do so; or
  - 13.2.3 You and We have been unable to agree a revised Start Date under Clause 10.1;
  - 13.2.4 We have been unable to provide the Portable Appliance Testing Service for more than 4 weeks due to an event outside of Our control (see Clause 15).
- 13.3 For the purposes of Clause 14 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 13.4 If at the termination date:
- 13.4.1 You have made any payment to Us for any Portable Appliance Testing Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;
  - 13.4.2 We have provided Portable Appliance Testing Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

## 14. **Effects of Termination**

- 14.1 If the Agreement is terminated for any reason:
- 14.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
  - 14.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

## 15. **Events Outside of Our Control (Force Majeure)**

- 15.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .
- 15.2 If any event described under Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 15.2.1 We will inform You as soon as is reasonably possible;
  - 15.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
  - 15.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Portable Appliance Testing Services as necessary;
  - 15.2.4 You or We may terminate the Agreement (see Clause 14).

## 16. **Liability**

- 16.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or



negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

- 16.2 We will maintain suitable and valid insurance including public liability insurance.
- 16.3 We provide Portable Appliance Testing Services for business purposes only. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 16.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Portable Appliance Testing Services.
- 16.5 Our total liability for any loss or damage caused as a result of our negligence or breach of these Terms and Conditions or the Agreement (or that of the Tester) is limited to £2,000,000.
- 16.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Tester.
- 16.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 16.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Customer under any protection legislation.

## 17. **How We Use Your Personal Information (Data Protection)**

- 17.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.
- 17.2 We may use Your information to:
  - 17.2.1 provide the Portable Appliance Testing Services to You;
  - 17.2.2 process Your payment for the Portable Appliance Testing Service;
  - 17.2.3 inform You of new products and services available from Us. You may request that We stop sending You this information at any time.
- 17.3 We will not pass on Your information to any other third parties without first obtaining Your express permission.

## 18. **Other Important Terms**

- 18.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 18.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 18.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 18.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 18.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the

remainder of the provision in question will not be affected.

- 18.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

19. **Law and Jurisdiction**

- 19.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) will be governed by, and construed in accordance with, English Law.
- 19.2 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as applicable.