

TERMS AND CONDITIONS

1. General Conditions

1. We cannot carry out any test work until we have received written confirmation from you, please return a completed Quote Acceptance Form. All test dates will be treated as provisional (i.e. offered to other clients) until the Quote Acceptance form is completed and returned. If you decide to go ahead we would require you to provide the following:

1.1 Please supply COSHH data as appropriate, required at least two weeks prior to the test date. We cannot take on any work without first carrying out an assessment of the risk involved to our staff. This is particularly relevant with plastic or foam type materials in fire testing situations.

THE LABORATORY WILL NOT TEST ANY SAMPLE CONTAINING CERAMIC FIBRE.

1.2 A completed credit account application form. Please complete this and return as soon as possible. Not necessary if you already hold an account with The Building Test Centre or if you intend to pay in advance.

1.3 **IMPORTANT** - Copies of your public and employers insurance certificates.

1.4 A completed employees Record of Training / Competence form. If appropriate consult the laboratory if unsure.

1.5 Full details of the construction along with drawings of suitable quality for inclusion in your test report. AutoCAD LT files preferred.

1.6 Complete specimen elements, i.e. all construction components plasterboard, fixings, and any sealant etc. Installation by you the customer of the specimen into the frame / chamber to your specification, (not for reaction to fire or physical tests).

SAFETY - NO CONSTRUCTION PERSONNEL ARE ALLOWED ON SITE WITHOUT SAFETY FOOTWEAR (i.e. Totectors).

You will be sent a copy of our The Building Test Centre Rules and Conditions for Contractors once your test booking is confirmed. Please ensure that any personnel you use are aware of this code and pay particular attention to item 13. Only 110V and battery powered tools are allowed to be used on site.

2. Quote Conditions

2.1 If construction work is required then this can be organised if sufficient notice is given utilising a local sub-contract builder. The cost for this work will be passed directly to the client with an administration charge of 20%. The Building Test Centre will not be held responsible for the supervision of these builders and the client is strongly advised to provide a site supervisor.

2.2 If The Building Test Centre has been requested to supply materials, the full cost for these materials will be passed directly to the client with an administration charge of 20%.

2.3 If The Building Test Centre has been requested to supply materials & these have already been purchased & the test is cancelled at any point the full cost for these materials will be passed directly to the client with an administration charge of 20%.

2.4 The customer is provided with one original master report upon completion of the test work in PDF format. After the issue of the original test report, further authorised copies can be obtained for a five year period, please contact us for a quotation.

2.5 Any customer booking test work, whether provisional or confirmed booking, which is cancelled or moved, will be charged a cancellation fee, a % of the total anticipated test cost, following the structure below -

Greater than 3 months = 25% charge

3 months or less = 50% charge

1 month or less = 75% charge

3 weeks or less = 100% charge

Any moving of tests - treat as cancellation (following charges above) and re-book

3. Data Protection

3.1 For the purposes of this clause, (a) "Data Protection Laws" means any laws and regulations relating to the use or processing of personal data including: (i) the Data Protection Act 1998 ("DPA"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable legislation implementing or made pursuant to EU Directives 95/46/EC and 2002/58/EC

(as amended by 2009/136/EC), and (ii) from 25 May 2018, EU Regulation 2016/679 ("GDPR"), and (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; in each case, as updated, amended or replaced from time to time; and (b) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the GDPR.

3.2 Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with these terms and conditions. Such processing shall continue for so long as these terms and conditions are in force and shall be in respect of the following:

3.2.1 Categories of data: Contacts within each of the parties and the ultimate customer details;

3.2.2 Types of personal data: names, addresses, email addresses, telephone numbers and other contact details;

3.2.3 Purpose and nature of processing: (i) manage the Contracts between the parties including ordering, fulfilment and billing and (ii) fulfilment of such Contracts by delivering Goods to the ultimate customer on behalf of the Customer

3.3 To the extent that a party processes any Personal Data on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, these terms and conditions as if they were set out in full,

and the reference to “documented instructions” in Article 28(3)(a) shall include the provisions of these terms and conditions; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other party or as expressly provided for in these terms and conditions.

3.4 The Customer agrees that BTC may engage third party providers including any advisers, contractors, or auditors to Process Personal Data (“Sub-Processors”). BTC shall ensure that our contract with each Sub-Processor shall impose obligations in relation to the Processing of Personal Data on the Sub-Processor that are materially equivalent to the obligations to which we are subject to under these terms and conditions in relation to the Processing of Personal Data.

3.5 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party’s compliance with the Data Protection Laws, or if any Personal Data processed in connection with these terms and conditions is subject to a personal data breach (as defined in the GDPR), it shall immediately notify the other party and provide the other party with reasonable co- operation and assistance in relation to any such complaint, notice, communication or personal data breach.

4. Site Services

4.1 The Site opening hours are 08:30 to 16:30 Monday to Friday. All visitors are requested to initially sign in at The Technical Centre reception in order to be issued with a site pass.

4.2 The Building Test Centre has forklift drivers available for the unloading of test material. Please warn us in advance.

4.3 The site also has a canteen which is available to clients of the Building Test Centre.