



Terms and Conditions

1. Definitions

- 1.1 “E2 Consultants” shall mean E2 Specialist Consultants Ltd, a division of E2 Consultants, its employees, subcontractors or agents.
- 1.2 “The Client” shall mean person(s), firm or corporate body that instructs E2 Consultants to perform the test / survey, investigation, research or similar
- 1.3 “Agreed” shall mean agreed between the client and E2 Consultants

2. General

- 2.1 These conditions shall apply to all work undertaken by E2 Consultants. No additions or variations shall apply, unless agreed in writing.
- 2.2 E2 Consultants reserves the right to decline an instruction/order without providing a reason.
- 2.3 All contracts may be terminated prior to completion by providing 1 months notice. The client shall be responsible for all costs accumulated up to the date of termination.

3. Quotations & Charges

- 3.1 All charges shall be in accordance with a quotation provided by E2 Consultants.
- 3.2 Quotations shall be valid for a period of 28 days, unless otherwise agreed.
- 3.3 E2 Consultants reserves the right to amend all quotations, due to cost fluctuations such as staff salary changes or travel expenses.
- 3.4 The normal working day of E2 Consultants operatives is 09.00 – 17.00. If the on-site duration extends beyond standard working hours, E2 Consultants will charge the full test / survey fee(s) plus the out-of-hours fee. E2 Consultants reserves the right to charge for additional unforeseen on site hours, which will be chargeable at the quoted rate.
- 3.5 E2 Consultants reserves the right to charge for any additional requested site visits, meetings, late cancellations and aborted test / surveys.
- 3.6 If details and drawings with accurate dimensions are required to carry out the test / survey, failure to provide these could involve a site survey which will be chargeable at the quoted rate.
- 3.7 Additional site visits required to carry out a retest / survey will be chargeable at the quoted rate.

4. Test / surveying

- 4.1 All equipment shall be test / surveyed regularly in accordance with the relevant British Standards Institution, or other recognised body, to ensure compliance.
- 4.2 By prior agreement, all test / surveys may be witnessed by a representative of the client or client’s agent. E2 Consultants shall be entitled to charge for subsequent costs incurred.
- 4.3 The client shall be responsible for ensuring that E2 Consultants has the correct permission to be on site to complete all necessary test / surveying/inspections
- 4.4 The client shall ensure that the owners/occupiers have sufficient insurance to cover all liabilities arising from:
 - 4.4.1 injury to E2 Consultants staff whilst onsite
 - 4.4.2 accidental damage to E2 Consultants equipment or property whilst onsite
 - 4.4.3 damage or injury to third party whilst onsite
- 4.5 The client will accept E2 Consultants’s judgement and decisions in ensuring the test / surveys are conducted and reported on correctly. The client will not attempt to influence E2 Consultants.

5. Cancellation Policy

The following cancellation fees are applicable in the event of a cancelled/postponed test / survey in the following circumstances:

- 5.1 If the test / survey is cancelled or postponed within 24 hours of the agreed test / survey date as a result of an incomplete building or lack of access, 100% of the applicable test / survey fee is chargeable. If we have travelled to carry out the test / survey, a charge will be made for travel, accommodation and out of pocket expenses.
- 5.2 If the test / survey is cancelled or postponed within 2 working days of the agreed test / survey date as a result of an incomplete building or lack of access, 50% of the applicable test / survey



fee is chargeable. If we have travelled to carry out the test / survey, a charge will be made for travel, accommodation and out of pocket expenses.

- 5.3 Any postponement due to adverse weather will not incur a cancellation fee, if we have travelled to carry out the test / survey, a charge will be made for travel, accommodation and out of pocket expenses.
- 5.4 If the test / survey is cancelled more than 2 working days before the time of the agreed test / survey date following receipt of confirmed instruction and requested documents, E2 Consultants Assessors Ltd reserve the right to make reasonable charges for any demonstrable works carried out to that point including travel accommodation, desktop works and out of pocket expenses.
- 5.5 Cancellations must be acknowledged by one of our team in writing.
- 5.6 E2 Consultants working days are Monday – Friday 8.30AM – 5.30PM

6. Certification of Test / Survey Data

- 6.1 No report or certification produced by E2 Consultants may be used for advertising or other publication without written consent from E2 Consultants.

7. Confidentiality

- 7.1 E2 Consultants shall treat all information obtained from the client, test / surveys and investigations as confidential; no such information shall be disclosed to a third party without prior approval from the client

8. Limitations of Liability

- 8.1 E2 Consultants shall exercise due care, reasonable skill and diligence in order to complete all work, producing reports and proving guidance. However, E2 Consultants shall not be liable for any loss of earnings or damage, whether direct or indirect, arising from the use of reports, certificates, information or advice issued by E2 Consultants.
- 8.2 E2 Consultants shall not be liable for loss, expense or damage incurred by the client, resulting from a delay in completing the test / survey, investigation or consultancy.
- 8.3 E2 Consultants shall not be liable for loss or damages to the property arising from the test / survey.

9. Payment

- 9.1 Payment shall be made in full by the client prior to any reports or certificates being released by E2 Consultants.
- 9.2 E2 Consultants reserves the right to submit various regular progress claims.
- 9.3 All payments shall be paid without deduction and 0% retention; in the event of a query, the invoice shall be paid in full less the queried amount following client/E2 Consultants agreement.
- 9.4 E2 Consultants shall be entitled to charge interest at 2% above the Bank of England lending rate on accounts, of any sum, outstanding for more than 30 days and any amounts unjustifiably withheld by the client.
- 9.5 E2 Consultants can in some circumstances when applied for, agree a term agreement for payment with the client.
- 9.6 A term agreement if required must be agreed before the test / survey is carried out.
- 9.7 A term agreement requires a minimum of 6 months trading history from the client and a minimum of 4 individual instructions carried out by E2 Consultants.