



BTIS

AGILE RISK SOLUTIONS

A PHENNA GROUP COMPANY

INSPECTION SERVICES TERMS AND CONDITIONS

Rev. 4 Feb 2025

Interpretation

The following terms and conditions, together with the Contract/Renewal Schedule, Plant Schedule, and our published Fees schedule, constitute the contract (the Contract) between you, the customer or insured named in the Contract/Renewal Schedule, and us, Bureau Technical Inspection Services Limited, whose registered office is at One Priory Park, Saxon Way, Hesse, HU13 9PB. Reg No. 01466753

You should keep this document in a secure location, as it outlines the terms and conditions under which we provide inspection services to you. It consists of the following sections:

- Definitions
- Our Responsibilities
- Your Responsibilities
- General Provisions
- Exclusions and Additional Charges

If there is any disagreement between the Contract/Renewal Schedule and any other provision of these terms and conditions, the Contract/Renewal Schedule will prevail. We only provide services to you based on these terms and conditions. These terms and conditions apply to all services we provide to you, even if you subsequently provide us with your terms and conditions unless we agree otherwise in writing.

Please review these terms and conditions carefully to ensure that they meet your requirements.

Definitions

The meanings of the following words and terms are provided wherever they appear in the Contract:

“Contract/Renewal Schedule”	means the document that details your information, the Contract period, where the Inspection Service will take place, the Fee, and, where applicable, the insurance policy memorandum and insurance coverage.
“Engineer Surveyor”	refers to an engineer surveyor or an authorised subcontractor approved by us to conduct the Inspection Service.
“Examination”	means the evaluation of equipment or machinery.
“Existing Overdue Position”	refers to Plant that is (or will soon become) overdue for statutory inspection in relation to: a) the commencement date of the Contract. b) the date on which such Plant is added to the Plant Schedule; or c) the dates set out in (a) and (b) above that are within four weeks.
“Fee”	means our fees for performing the Inspection Service, which may be adjusted under clause 6. The Fee covers Examinations at recognised national standard frequencies on a per-inspection completed basis or as per the Written Scheme of Examination.
“Inspection Service”	is the service that we provide to you, which includes: a) providing you with an Engineer Surveyor to perform the periodical Examination of that Plant which is safely accessible and appropriately prepared for examination. b) providing you with an Examination report that complies with applicable statutory requirements; and c) our staff complying with your local site requirements and health and safety procedures.
“Moved About Plant”	refers to any item of Plant that may be inspected at various locations.
“Plant”	refers to all machinery and equipment that we have agreed to inspect for you to the extent of the Scope of Examination.
“Plant Schedule”	means the document that lists all the Plant and the next inspection due dates for such Plant.
“PSSR 2000”	refers to the Pressure Systems Safety Regulations 2000.
“Scope of Examination”	refers to the extent of the Examination we agree to conduct. The Scope of the Examination will be in accordance with: a) the requirements of any applicable statutory regulation(s) identified by you, or alternatively. b) the scope as instructed by you and agreed by us and as recorded/referenced in the Examination report.
“Written Scheme of Examination”	(major, intermediate, or minor, as appropriate) has the same meaning as set out in the PSSR 2000 or the Lifting Operations and Lifting Equipment Regulations 1998.
“Working Day”	References to a “working day” mean any day other than a Saturday, Sunday, or any bank or local public holiday in the United Kingdom.

Our Responsibilities

1. Examination

- 1.1 We will perform the Examination of the Plant with the utmost care, ensuring that it is done in a safe manner. In compliance with the law, we will forward a copy of the Examination report to the relevant enforcing authority, where required by law. We will deliver electronic Examination reports to you, but if you require paper copies, we will charge you based on our published rates (which may be subject to change from time to time).
- 1.2 If you receive Examination reports via our electronic reporting web portal, it is your responsibility to download copies of these reports. If you have not downloaded copies of these reports by the end of the Contract, an administration fee will be charged for providing them to you.
- 1.3 The Examination reports will identify the results of the Inspection Service, based solely on the information provided to us in writing by you before the Inspection Service is carried out. These reports will reflect our findings only at the time of the Inspection Service. We are not required to update the Examination reports after their issuance unless the Contract specifies otherwise.
- 1.4 Our inspection of the Plant is limited to the Scope of Examination. We are not responsible for examining items that are outside the Scope of Examination or the Plant Schedule.
- 1.5 Our inspection does not replace or replicate the work required by the designers or installers of the plant. It also does not replace the requirement to maintain or inspect the equipment between Examinations.
- 1.6 Unless they are expressly included in our published schedule of Fees or in the Scope of Examination, we will not examine chimneys, masonry, brickwork, foundations, or supporting structures.

2. Working Hours

We will provide the Inspection Service during standard working hours (08.00 - 17.00) on working days, except by prior written agreement with you. We will charge you, in addition to the Fee, for any work you request us to carry out outside these hours. If an engineer's time exceeds 8 hours at one site in one day (Including any travel), overtime will be charged at our published rates.

3. Your Responsibilities

- 3.1 We will aim to carry out an Examination of the Plant listed in the Plant Schedule at the intervals agreed with you. However, if any statutory regulation(s) require that the Examination be carried out within a specific inspection interval, it is your legal responsibility, not ours, to ensure that the Plant is examined within that interval.
- 3.2 It is your responsibility to inform us of the next due Examination date(s) of any Plant that you add to your Plant Schedule. If you do not inform us of such due date(s), we will aim to agree on a timetable for the Examination. If we cannot agree on a mutually convenient date, we will set a due date of at least 120 days from the date that the relevant Plant was added to the Plant Schedule.
- 3.3 If you are a new customer and have Plant that is in an Existing Overdue Position or you are an existing customer and have any additional Plant to be added to an existing Plant Schedule, and that additional Plant is in an Existing Overdue Position, we will work with you to agree on an inspection timetable. It is your responsibility to inform us of any such Plant that is in an existing overdue position. If you require this existing overdue Plant to be inspected within four weeks of the date of the Contract (where you are a new customer) or within four weeks of the date the Plant is added to the existing Plant Schedule (where you are an existing customer), we will charge an additional fee at our published rates (as varied from time to time) for prioritising these inspections unless we agree otherwise at our discretion.
- 3.4 By agreeing to the Plant Schedule or inspection timetable with us, you waive any present or future rights you may have against us concerning the Plant that is in an Existing Overdue Position or Plant being added to the Contract which is in an Existing Overdue Position. You also agree to indemnify us against any liability, costs, claims or expenses arising from or in connection with Plant that is in an Existing Overdue position or Plant being added to the Contract which is in an Existing Overdue Position.
- 3.5 You are responsible for the custody, care, and control of the Plant always.
- 3.6 You must inform us before each Examination of any matters, including any incidents or misuse involving or affecting the Plant, or any modification made to the Plant, that may be relevant to our Examination.

4. Plant Preparation

To facilitate the Inspection Service, you must comply with the following requirements:

- 4.1 Agree on the date for the Examination of each piece of Plant with us.
- 4.2 Ensure that all Plant is cooled, cleaned, prepared, or opened out to the condition agreed upon with us before the Examination is due, at your own expense.
- 4.3 Provide safe access to all Plant by supplying work platforms, scaffolds, ladders, lighting, gas-free certificates, preventative barriers, test weights, or any additional items that may be required for us to complete the inspection and any staff required by us to perform the Inspection Service, at your own expense.
- 4.4 Provide any assistance, information, or documentation requested by the Engineer Surveyor during the Inspection Service or site survey.
- 4.5 Reassemble the Plant after the Examination is completed, at your own expense.
- 4.6 For Moved About Plant, provide full details of the Plant to be inspected, its precise location, and a site contact at least ten working days before the scheduled Examination date.
- 4.7 For Moved About Plant, ensure that the item is available for Examination at the location notified in an area safe from traffic or other site conditions; otherwise, additional travel time, expenses, or re-visit fees will apply.
- 4.8 Contact us to reschedule the Examination of any Plant that was not available for Examination on the agreed Examination date. If we have to make any additional visit(s) to inspect such Plant, we will make a charge in addition to the Fee for any such additional visit(s) in accordance with our published schedule of Fees.
- 4.9 If you fail to make any item of Plant available for Examination at the agreed Examination date and/or at the agreed Examination location, we will issue a notice confirming that the Plant was not available for Examination, for which we will issue a charge as per our published rates (as varied from time to time). If we must make any additional visit(s) to inspect such Plant, we will make a charge in addition to the Fee for any such additional visit(s).

5 Health and Safety

As per the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999, it is your responsibility to maintain a safe working environment for our Engineer Surveyor. To ensure the safety of our staff, we will conduct a risk assessment specific to the site, and if any unacceptable hazards are identified, we reserve the right to refuse to conduct the Inspection Service (without incurring any cost). Prior to any Examination, you must inform the Engineer Surveyor of any site-specific hazards and the measures you have implemented to mitigate those risks. If we decline to carry out an Examination because of a site-specific risk assessment, the fee remains payable.

6 Payment of Fee

- 6.1 You agree to pay the estimated annual Fee by the start of the Contract and each year after that during the Contract period (unless we agree otherwise in writing).
- 6.2 The estimated annual Fee is calculated using the Plant Schedule, based on the optimum number of site visits and frequency. Should the Engineer Surveyor be required to visit your site(s) more frequently to suit your operational needs we will charge in addition to the Fee. The actual Fee will be calculated and adjusted at the end of the Contract period to consider any changes you make to the Plant Schedule. Where a significant change is made to the Plant Schedule an interim adjustment during the Contract period may be applied. Any adjustments will consider any Examinations we have already carried out. If you do not notify us of any local site requirements (or change these following the date of the Contract), which would result in us incurring additional costs or disbursements in performing the Inspection Service, we will charge you for those in addition to the Fee.
- 6.3 The Fee will not include the following activities, which will be charged at our published rates (as varied from time to time) or as a separate fee that may be agreed between you and us:
- 6.4 Delay time exceeding 20 minutes on site caused by events outside of the control of the Engineer Surveyor (including but not limited to your production requirements, permits to work, inductions, non-availability of Plant, any failure of the Plant, any failure of a third party contracted by you to prepare the Plant or non-availability of a site contact at the scheduled time); Witnessing or carrying out any proof load, stability, anchorage, hydraulic or another similar testing.
- 6.5 Return visits because of failure to make any Plant available, having agreed with us in advance the date for the Examination.
- 6.6 Carrying out the Inspection Service on days that are not working days, or outside the standard working hours of 08:00 – 17:00; a PO number must be provided by the end customer before any inspections are completed. If no PO system is in place, this should be raised through our pricing team.
- 6.7 Return visits are required to examine internal parts of various types of equipment and machinery.
- 6.8 Examining the Plant after it has been moved to a new fixed location, after a change in guarding systems or after exceptional circumstances.
- 6.9 Producing, altering, or amending Written Schemes of Examination for Intermediate or Major Systems in accordance with Regulation 8 of the PSSR 2000 or any Written Schemes of Examination for machinery; performing Examinations on any machinery or equipment which is not included in the Plant Schedule, or which contains hazardous chemicals; site surveys to establish any Plant owned by you which may require Examination.
- 6.10 The provision of an additional Engineer Surveyor if more than one person is required to safely carry out the Examination.
- 6.11 The cost of the time required for our Engineer Surveyor to undergo site-specific training or inductions or gain security clearances that you may require.

- 6.12 The cost of non-standard personal protective equipment that you may require our Engineer Surveyor to wear (for example, fire-retardant overalls, transponders etc.);
- 6.13 The cost of travel for remote or offshore locations (and accommodation as necessary).
- 6.14 The cost of any tagging (asset identification and confirmation of Examination) requirements that you may have.
- 6.15 Any additional Examinations requested by you over and above the agreed annual contractual frequency.
- 6.16 Any requests for reports that are not already accessible on our electronic reporting web portal or any manually collated management information that you may require.
- 6.17 Any requests for a technical specialist to attend a site which will incur a technical consultancy charge; or
- 6.18 Any request for an Engineer Surveyor to be present on-site for any time other than the period during which the relevant item of Plant has been taken out of service to enable the Examination to take place.
- 6.19 You agree to pay each of our invoices in the currency stated on the invoice within a period of 30 days from the date of the invoice (unless we agree otherwise in writing). Methods of payment we accept will be detailed in the remittance advice attached to the invoice.
- 6.20 The Fee is based on the information you have told us about as of the date of the Contract commencement. If you do not notify us of any local site requirements (or change these following the date of the Contract), which would result in us incurring additional costs or disbursements in performing the Inspection Service, we will charge you for those in addition to the Fee.
- 6.21 We will send you a new Contract/Renewal Schedule five weeks prior to the end of the term of the Contract. In the event that you do not notify us that you intend to terminate the Contract prior to the renewal date, the Contract will automatically be renewed for a further period of 12 months and the Fee payable by you shall be the Fee stated in the new Contract/ Renewal Schedule.
- 6.22 If you are late in paying any invoice or providing any purchase order, we shall be entitled (in addition to any other right we may have) to suspend the provision of any Inspection Service to you until such time as that invoice has been paid in full or purchase order provided (as applicable), provided that we will charge you for any Inspection Services provided up to the date of such suspension. We shall have no liability to you arising out of or in connection with such suspension. (Including any pieces of Plant becoming overdue for statutory inspection). You acknowledge that where we have suspended the provision of the Inspection Service to you under this clause that even when we recommence the provision of an Inspection Service to you, due to other commitments and/ or the build-up of items requiring Examination, this may mean that we are unable to provide the Inspection Service in relation to Plant prior to its required inspection date (and again, we shall have no liability to you arising out of or in connection with such suspension).
- 6.23 If you are late in paying any invoice, we shall be entitled (in addition to any other right we may have) to charge interest on any overdue sum at 8% per annum above the base rate of the Bank of England from time to time, such interest to accrue from the date the sum became overdue until the date the sum is paid.
- 6.24 Where you request that our Engineer Surveyor undertake an unscheduled inspection while the Engineer Surveyor is at your site, we shall be entitled to charge an additional fee for any such unscheduled inspection provided at our published rates (as varied from time to time).
- 6.25 You must inform us of any issue with any invoice provided by us within 15 working days of the date of receipt of the invoice, otherwise, the invoice shall be deemed to be accepted in full by you.
- 6.26 If you fail to pay any undisputed invoice in accordance with the terms of the Contract, we shall be entitled (without prejudice to any other rights we may have) to recover from you as a debt any litigation costs and associated expenses we incur in recovering the relevant sums from you.

7. Your Legal Obligations

Although we offer an Inspection Service as part of the Contract, this does not absolve you of your legal responsibility to have your machinery or equipment undergo regular examination. If an examination reveals any defects that may compromise the safety of the equipment, you will be required to take necessary measures, including removing the affected item from service and informing your insurance providers.

General Provisions

8. Termination of Contract

- 8.1 The Contract may be terminated by either party upon written notice to the other party under the following circumstances:
- 8.2 The other party has failed to meet any of its obligations under the Contract and has not rectified the issue within 30 days after receiving written notice of the problem.
- 8.2 The other party has gone into liquidation (whether voluntary or compulsory) or has a receiver, administrator, or administrative receiver appointed over all or part of its assets.
- 8.3 We reserve the right to terminate the Contract at any time by providing you with 30 days written notice.
- 8.4 If you wish to terminate the Contract mid-term, you must give us 90 days written notice. You will be charged for any inspections completed prior to the cancellation date (including the 90-day notice period) and 25% of the prorated contract value.

- 8.5 We may terminate the Contract immediately by providing written notice to you if continuing to provide the Inspection Service to you would violate any prohibition or restriction imposed by law or regulation (including, without limitation, if you appear on the Consolidated List of Financial Sanctions Targets in the UK, as amended, or updated from time to time)
- 8.6 Upon termination of the Contract, you are responsible for settling your account with us in full and paying all Fees for the Inspection Service we have provided (including any taxes, expenses, disbursements, or additional costs incurred pursuant to clauses 6.4, 6.6 or otherwise).

9 Force Majeure

If circumstances beyond our control cause a delay in providing the Inspection Service, we cannot be held responsible for the delay or its consequences. In such cases, we will need a reasonable amount of time to complete the Inspection Service. However, if the delay exceeds 20 working days, we may terminate the Contract as outlined in clause 8.

10 Jurisdiction and Choice of Law

The Contract will be governed by English Law (unless we have specifically agreed otherwise with you in writing). The parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

11 Confidentiality

- 11.1 Unless otherwise agreed upon in writing, both parties are required to maintain the confidentiality of the Inspection Service terms and any information obtained about the other party in connection with the Contract. Neither party shall use such information for any purpose other than fulfilling their respective responsibilities under the Contract unless legally obligated to do so.
- 11.2 When BTIS Ltd is required by law or authorised by contractual commitments to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.

12 Limitation of our Liability

- 12.1 This clause outlines our financial liability, including any liability for the actions or failures of our officers, employees, agents, and sub-contractors, if:
- we breach any term of the Contract.
 - we are negligent in any statement or action made in connection with the Contract; or
 - we are found to be liable in any other way in connection with the Contract.
 - Each limitation of liability contained in this clause 12 applies to any loss suffered as a result of such act or omission by us.
- 12.2 Nothing in these terms limits or removes our liability for death or personal injury caused by our negligence or fraudulent statements, or any other liability which cannot be limited or excluded by law.
- 12.3 If we are liable to you for any reason in connection with the Contract, our liability will be limited in the aggregate to a maximum of £5,000,000 (five million pounds).
- 12.4 We will not be liable to you for any damage sustained to an item of Plant or surrounding property as a result of the failure of such item of Plant to withstand a test applied as part of the Examination.
- 12.5 We will not be liable to you for any loss of profit.
- 12.6 We will not be liable to you for any loss of revenue, loss of goodwill, loss of opportunity, or loss of business suffered in connection with the Contract.
- 12.7 We will not be liable to you for any indirect or consequential loss or damage, however, incurred.
- 12.8 We will have no liability to you for any failure or delay in providing the Inspection Service to you caused by your acts or omissions, including without limitation any error, omission, or inaccuracy in an Examination report where you have given erroneous or incomplete information to us.
- 12.9 This clause shall survive termination of the Contract.

13 Illegal or Unenforceable Terms

If any court or other authority finds that any term (including a sub-clause or part thereof) of the Contract is illegal or cannot be enforced, that will not affect the other terms of the Contract. The other terms will remain in force. If a term is found to be illegal or cannot be enforced, you and we must agree on a substitute term that achieves (as far as possible) the aim of the term that is illegal or cannot be enforced.

14 Deductions or Set-off from our Fee

You must make payments you owe us under the Contract without taking off, setting off or holding back any amount to reflect a refund we owe you or a responsibility that you believe we have not met.

15 Not Exercising Rights

Failure or delay by a party to exercise any of its rights under the Contract will not preclude that party from exercising that right in the future.

16 Employees

We shall not be obliged to employ any of your employees (or any employees of a third-party contractor appointed by you) as a result of or in connection with the contract or us providing the Inspection Service, and you agree to indemnify us against any costs, liabilities and expenses incurred by us as a result of any claim (including for dismissal) or demand of any nature by any such employee against us.

17 Notices

Any notice that must be given in connection with the Contract must be in writing and either be delivered by hand or sent by fax or post to the relevant party's address or fax number set out in the Contract/Renewal Schedule, or any other subsequent address reported to the other party.

18 Indemnity

You shall indemnify and keep us indemnified in respect of any proceeding, action, or claim of any nature whatsoever made or brought against us and all loss, penalties, damages, costs, and expenses suffered or incurred by us as a result of any third party claim including but not limited to, a claim by our employee(s) or your employee(s) arising out of your negligence or that of your employees, agents or subcontractors, your failure to comply with your obligations under the Contract or your failure to ensure that items of Plant are examined within any prescribed inspection interval.

19 Rights of Third Parties

A person who has not entered the Contract and is not named in the Contract/Renewal Schedule has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract. This does not affect any right a third party has other than under that act.

20 Our Relationship

Nothing in the Contract creates a partnership or joint venture between you and us.

21 Sub-contracting and Assignment

- 21.1 We may under some circumstances appoint an appropriately qualified and accredited sub-contractor to perform the Inspection Service.
- 21.2 We will remain responsible for the acts and omissions of any sub-contractor retained to complete the Inspection Service. If you require this provision to be altered or deleted, you may agree on this with us and the remaining provisions will remain in force.
- 21.3 This provision will only be deemed altered or deleted if we have agreed on this in writing before entering the Contract.
- 21.4 You will not transfer or assign your rights in this Contract. We shall be entitled to transfer or assign our interest in this Contract to any subsidiary of BTIS Ltd or any holding company of BTIS Ltd or any subsidiary of the said holding company ("holding" and "subsidiary" company being interpreted in accordance with section 1159 of the Companies Act 2006).

22 Entire Agreement

- 22.1 The Contract forms your and our entire understanding of the Inspection Service and the arrangement between us. It replaces all previous agreements, understandings, and representations about the Inspection Service.
- 22.2 Each party acknowledges and agrees that in entering this Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person that is not expressly set out in this Contract.

23 Intellectual Property Rights and Data Protection

- 23.1 You shall make available to us such of your intellectual property rights as we may reasonably require performing the Inspection Service, if nothing in the Contract shall oblige you to act in breach of any confidentiality obligation owed to any third party. You hereby grant to us and our permitted affiliates, agents, and sub-contractors a non-exclusive, royalty-free right and license to make use of such intellectual property rights for the duration of the Contract and for the sole purpose of performing the Inspection Service.
- 23.2 You warrant that our use of your intellectual property rights in the performance of the Inspection Service will not infringe the intellectual property rights of any third party.
- 23.3 You acknowledge that all intellectual property rights created during and/or related to the performance of the Contract, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of us and our affiliates (collectively, the "Rights") are and shall remain the sole property of us or our affiliates and shall not be used by you, except solely to the extent that you obtain our prior written approval and then only in the manner prescribed by us. If we terminate the Agreement, any such approval or license shall automatically terminate. You shall not contest the validity of the Rights or take any action that might impair the value or goodwill associated with the Rights or the image of reputation of us or our affiliates.
- 23.4 Each Party shall retain ownership of their respective intellectual property rights.
- 23.5 Each Party shall take all necessary steps to ensure that it always operates in accordance with all applicable data protection laws and regulations.

24 Changing this Document

The Contract can only be changed if both parties agree to the changes in writing.

25 Complaints

- 25.1. We aim to provide you with a first-class service. If we have not delivered the service you expect, or you are concerned with the service provided, we would like to put things right. We will fully investigate your complaint, keep you informed, do everything possible to resolve your complaint and use this information to continually improve our service. If you have any concerns these should be raised in the first instance with your usual business contact. BTIS Ltd Terms and Conditions.

A) Inspections within the hours of 17:00 hrs – 08:00 hrs or weekends & bank holidays	£113.00hr
b) Plant Not Available where we attended the site	Inspection contract rate
c) Plant Not Available revisit where we attended the site	£70.00hr
d) Plant Not Available revisit within 28 calendar days of PNA notice where we attended the site	£70.00hr
e) Cancellation of booked appointment within 48 hours of appointment	£220.00hr
f) Waiting time over and above the first 20 minutes (including the first 20 minutes)	£70.00hr
g) Admin time over and above the first 20 minutes (including the first 20 minutes)	£70.00hr
h) Inspect an item more than the standard frequency	Inspection contract rate
i) Late payment (above the Bank of England Base Rate)	8% per annum
j) Inherited Overdue or additional plant requiring less than 4-week scheduling	£70.00hr
k) Site Surveys	£99.00hr (Discretionary)
l) Paper reporting requests	£15 per report

For items a) - e) we will charge a minimum of one hour