

DataTrak™



Terms & Conditions



pat testing
fixed wire testing
thermal imaging
asset tracking
it audits
energy audits
risk assessments
dse assessments
cable management
pat training
asset management software
it auditing software
pat hardware
labels & accessories

DATATRAK LTD PLAIN ENGLISH TERMS & CONDITIONS OF BUSINESS

All Portable Appliance Testing will be carried out in accordance with the Institute of Electrical Engineers (IEE) Code of Practice for In-Service and Inspection and Testing of Electrical Equipment 3rd Edition.

A competent or responsible person shall be provided by the client to meet our Test Engineer, to advise on any site safety information needed and any potential hazards when working at the customer's premises and to also ensure the availability of appliances for testing.

DataTrak assumes the client understands the nature of the tests conducted on the appliances and the inspection and testing is carried out solely at the clients own risk.

IT EQUIPMENT (FILE SERVERS, MAIL SERVERS ETC.)

Systems such as file servers, mail servers, network switches/hubs and telecommunication equipment will not be inspected or tested by DataTrak without the express permission of the client. In case of this equipment not being able to be switched off these items will receive a formal visual inspection only. The client shall ensure that any critical information or data has been protected or backed up prior to the start of the inspection and testing.

IT equipment will not be shut down by DataTrak unless told to do so by the customer. DataTrak will not undertake the reboot or start-up procedures of IT equipment, this will be the responsibility of the client.

TELECOMMUNICATION EQUIPMENT, (PABX, ISDN BOXES, ETC.)

These systems will not be unplugged to be tested unless told to do so by the customer as they are often supplied by the telephone companies and once installed are rarely switched off. The appliances will receive a formal visual inspection only.

MEMORY OR PROGRAMMABLE APPLIANCES

Equipment such as video recorders, clocks, central heating system timers, and burglar alarms, etc. that lose their programmed memory when disconnected from the mains electrical supply, will be unplugged and tested by DataTrak, and it will be the responsibility of the client to arrange for the reprogramming of this equipment, if necessary.

ACCESS OF APPLIANCES

Equipment can only be tested if DataTrak have easy access to its plug. If the plug is inaccessible, for example behind heavy, awkward objects, then the equipment will not be tested.

All rooms, offices, buildings must be unlocked to gain access in order to test appliances. DataTrak reserve the right to charge their non-productive hourly rate if the engineer has to wait for a room to be opened or unlocked.

MINIMUM CHARGE

A minimum invoice charge of £195.00 per engineer applies, unless an alternative agreement is in place.

INVOICES & PAYMENTS

All invoices will be sent upon completion of the job, or at regular intervals for those jobs that are larger in nature.

Payment terms are strictly 30 days from date of invoice unless otherwise agreed in writing.

DataTrak accepts payments by either cheque or BACS.

CANCELLATION CHARGES

DataTrak reserves the right to charge a cancellation fee of £65.00 per engineer scheduled if less than 72 hours notice is provided. If the job is cancelled within 24 hours of the scheduled testing or the premises are closed or the engineer cannot gain entry, a fee of £195.00 will be charged.

NON PRODUCTIVE WORK/TESTING

DataTrak reserves the right to charge an hourly rate of £25.00 per hour for non-productive time where the engineer is unable to perform testing due to circumstances outside of the control of DataTrak.

TEST RESULTS AND CERTIFICATION

The ownership of all test results and certificates remains the property of DataTrak until all invoices are paid in full.

OTHER TERMS

A quote is an offer to a customer to buy the goods and services at the agreed price and in accordance with our Terms and Conditions. The Contract is made when the Quotation is accepted by the customer by the issue to DataTrak of an Order Confirmation. The Contract will not be made until an Order Confirmation has been issued by DataTrak or DataTrak commences provision of the Goods and/or Services.

All Quotations are, unless agreed otherwise in writing, valid for 30 days only or until earlier acceptance by the customer.

The quantity, quality and description of and any specification for the Goods and Services shall be those set out in the Quotation.

DataTrak reserves the right to make any changes in the specification of the Goods and/or Services which are required to confirm with any applicable legal or regulatory requirements (including but not limited to safety requirements) or which do not materially affect their quality or performance.

Where a Quotation is based upon information supplied by the Customer, the Customer is responsible for its accuracy and any increased costs of supply resulting in any inaccuracy are the Customer's responsibility.

All samples, drawings, descriptions, specifications, illustrations and advertising issued by the DataTrak or contained in any of DataTrak's catalogues or brochures or on any website connected with DataTrak are issued or published for the sole purpose of giving an approximate idea of the Goods represented by, or described in them.

The price of the Goods and Services shall be the price set out in the Order Confirmation or (where the price is not referred to in the Order Confirmation) as set out in the Quotation, or (where no price has been quoted or a quoted price is no longer valid) the price calculated by DataTrak from its normal price list.

Except as otherwise expressly set out in the Contract all prices are given by the Seller exclusive of:

- Packaging and delivery of the Goods to the Buyer's premises; and
- any applicable value added tax or other applicable sales tax or duty and such sums shall be added to the price.

Subject to any special terms agreed in writing between the customer and DataTrak, DataTrak shall be entitled to invoice the customer for the price of the Goods and the Services on or at any time after delivery of the Goods and/or performance of the Services unless the Goods are to be collected by the customer or the customer fails to take delivery of the Goods and/or accept performance of the Services after DataTrak has notified the customer that the Goods are ready for collection and/or the Services are to be provided in which event DataTrak shall be entitled to invoice the customer for the price at any time after such notification or (as the case may be) DataTrak has tendered delivery of the Goods and the customer has failed to take delivery.

If the customer fails to make any payment on the due date then without prejudice to any other right or remedy available to DataTrak, DataTrak shall be entitled to:

- cancel the Contract or suspend further deliveries of Goods and/or provision of Services to the customer;
- charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of four per cent per annum above Barclays Bank plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

DATA PROTECTION

By placing a Quotation, the Buyer allows the Seller to use the Buyer's personal details for the purposes of supplying the Goods and performing the Services (including passing the Buyer's details on to subcontractors) and for the marketing to it by the Seller. The Seller may share the Buyer's information with DataTrak Limited and/or others in the DataTrak Limited network, but will not use the Buyer's details for other purposes without seeking the Buyer's consent.

VARIATIONS

No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.

PAT TESTING

ASSET TRACKING

FIXED WIRE TESTING

MANAGEMENT SOFTWARE

AND MORE

The DataTrak Head Office is located in Milton Keynes. Our engineers, however, are located around the UK - hence our nationwide service.

Although a relatively young company, the Board and Senior Management of DataTrak can offer a wealth of experience in facilities management, software design & development, IT management and providing service to customers.

We offer not only a range of quality services and products but also a very competitive pricing structure. Our Company policy though is simple - a total commitment to quality customer service at all levels.

Safety is a core value of our company. All DataTrak people, from leadership down to everyone in the field, personally challenge the notion that injuries will occur and hold the conviction that every accident is preventable. That's why our safety performance is second to none.

Our Customer base straddles the whole spectrum of commerce and industry - both private and public. For a number of years DataTrak has been recognised as a leader in our field. We are proud of our past but are looking to the future.

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DataTrak™



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