

Safe2Buy Ltd - Terms and Conditions for Engineers

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by Safe2Buy for the supply of the Services in accordance with clause 6.

Commencement Date: has the meaning given in clause 2.1.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.5.

Contract: the contract between Safe2Buy and the Engineer for the supply of Services in accordance with these Conditions.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Deliverables: all certificates, documents, reports, products and materials developed or created by the Engineer or its agents, Engineers, subcontractors and employees as part of or in relation to the Services in any form or media, including drawings, plans, diagrams, designs, pictures, data, specifications and reports (including drafts).

Engineer: the company or entity from whom Safe2Buy purchases the Services.

Engineer Requirements: Safe2Buy's business policies check lists of actions and codes of conduct, Health and Safety and such other instructions or guidelines of Safe2Buy as provided to the Engineer.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: Safe2Buy's order for the supply of the Engineer's Services, as set out in Safe2Buy's purchase order form, or in Safe2Buy's written acceptance of the Engineer's quotation, or overleaf, as the case may be.

Safe2Buy: Safe2Buy GB Ltd registered in England and Wales with company number 11896218

Safe2Buy Materials: has the meaning set out in clause 3.3(l).

Services: the services, including any Deliverables, to be provided by the Engineer under the Contract, as set out in the Specification.

Specification: the description or specification for the Services agreed in writing by Safe2Buy and the Engineer.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes email.

2. Basis of contract

2.1 The Order constitutes an offer by Safe2Buy to purchase Services in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Engineer issuing written acceptance of the Order; or
- (b) any act by the Engineer consistent with fulfilling the Order

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Engineer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of Services

- 3.1 The Engineer shall from the date set in the Order and for the duration of the Contract provide the Services to Safe2Buy in accordance with the terms of the Contract.
- 3.2 The Engineer shall meet any performance dates for the Services specified in the Order or that Safe2Buy notifies to the Engineer and time is of the essence in relation to any of those performance dates.
- 3.3 In providing the Services, the Engineer shall:
 - (a) be available to provide the Services between the hours of 8am and 6pm on the days which the Services are to be provided as set out in the Order;
 - (b) co-operate with Safe2Buy in all matters relating to the Services, and comply with all instructions of Safe2Buy, including but not limited to, its training and training materials and the Safe2Buy Engineer Requirements as detailed at Schedule 1;
 - (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Engineer's industry, profession or trade;
 - (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Engineer's obligations are fulfilled in accordance with the Contract;
 - (e) ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that Safe2Buy expressly or impliedly makes known to the Engineer;
 - (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (g) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Safe2Buy, will be free from defects in workmanship, installation and design;
 - (h) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (i) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services;
 - (j) observe all health and safety rules and regulations and any other security requirements that apply at any of Safe2Buy's premises or Safe2Buy's customer's premises;
 - (k) not incur any expense to Safe2Buy without its prior written consent;
 - (l) hold all materials, equipment and tools, drawings, specifications and data supplied by Safe2Buy to the Engineer (**Safe2Buy Materials**) in safe custody at its own risk, maintain Safe2Buy Materials in good condition until returned to Safe2Buy, and not dispose or use Safe2Buy Materials other than in accordance with Safe2Buy's written instructions or authorisation; and
 - (m) not do or omit to do anything which may cause Safe2Buy to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Engineer acknowledges that Safe2Buy may rely or act on the Services.

4. Safe2Buy remedies

- 4.1 If the Engineer fails to perform the Services by the applicable dates, Safe2Buy shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Engineer;
 - (b) to refuse to accept any subsequent performance of the Services which the Engineer attempts to make;
 - (c) to recover from the Engineer any costs incurred by Safe2Buy in obtaining substitute services from a third party;
 - (d) to require a refund from the Engineer of sums paid in advance for Services that the Engineer has not provided; and
 - (e) to claim damages for any additional costs, loss or expenses incurred by Safe2Buy which are in any way attributable to the Engineer's failure to meet such dates.
- 4.2 If the Services are not performed by the applicable date, Safe2Buy may, at its option, claim or deduct 5% of the price of the Services for each week's delay in performance of the Services by way of liquidated damages, up to a maximum of 25% of the total price of the Services. If Safe2Buy exercises its rights in respect of late performance under this clause 4.2 it shall not be entitled to any of the remedies set out in clause 4.1 in respect of the late performance of the Service until the maximum liquidated damages has been reached.
- 4.3 If the Engineer has supplied Services that do not comply with the requirements of clause 3.3(e) then, without limiting or affecting other rights or remedies available to it, Safe2Buy shall have one or more of the following rights:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Engineer;
 - (b) to return the Deliverables to the Engineer at the Engineer's own risk and expense;

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- (c) to require the Engineer to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;
- (d) to refuse to accept any subsequent performance of the Services which the Engineer attempts to make;
- (e) to recover from the Engineer any expenditure incurred by Safe2Buy in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by Safe2Buy arising from the Engineer's failure to comply with clause 3.3(e).

4.4 These Conditions shall extend to any substituted or remedial services provided by the Engineer.

4.5 Safe2Buy's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

5. Safe2Buy's obligations

Safe2Buy shall:

- (a) provide the Engineer with reasonable access at reasonable times to Safe2Buy's premises or Safe2Buy's customer's premises for the purpose of providing the Services;
- (b) provide the Engineer with training and training materials; and
- (c) provide such necessary information for the provision of the Services as the Engineer may reasonably request.

6. Charges and payment

- 6.1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Engineer in respect of the performance of the Services.
- 6.2 The Engineer shall invoice Safe2Buy on completion of the Services. Each invoice shall include such supporting information required by Safe2Buy to verify the accuracy of the invoice, including the relevant order number (if applicable).
- 6.3 In consideration of the supply of the Services by the Engineer, Safe2Buy shall pay the invoiced amounts within 45 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Engineer.
- 6.4 All amounts payable by Safe2Buy under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Engineer to Safe2Buy, Safe2Buy shall, on receipt of a valid VAT invoice from the Engineer, pay to the Engineer such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.5 The Engineer shall maintain complete and accurate records of the time spent and materials used by the Engineer in providing the Services, and shall allow Safe2Buy to inspect such records at all reasonable times on request.
- 6.6 Safe2Buy may at any time, without notice to the Engineer, set off any liability of the Engineer to Safe2Buy against any liability of Safe2Buy to the Engineer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Safe2Buy of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

7. Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Safe2Buy and the Engineer hereby assigns all present and future intellectual property rights in or in connection with the Services to Safe2Buy.
- 7.2 Safe2Buy grants the Engineer a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by Safe2Buy to the Engineer for the term of the Contract for the purpose of providing the Services to Safe2Buy or a customer designated by Safe2Buy.
- 7.3 All Safe2Buy Materials are the exclusive property of Safe2Buy.

8. Indemnity

- 8.1 The Engineer shall indemnify Safe2Buy against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by Safe2Buy arising out of or in connection with the Engineer's breach or non performance or negligent performance of the Contract.

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8.2 The Engineer shall indemnify Safe2Buy against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by Safe2Buy arising out of or in connection with any claim made against Safe2Buy by a third party arising out of, or in connection with, the supply of the Services.

8.3 This clause 8 shall survive termination or expiry of the Contract.

9. Insurance

9.1 During the term of the Contract the Engineer shall maintain in force, with a reputable insurance company, public liability insurance, employee liability insurance, professional liability insurance, and any such other applicable insurances (the “**Insurance**”) to cover the liabilities that may arise under or in connection with the Contract and shall, on Safe2Buy's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9.2 The Engineer shall ensure that the Insurance are taken out with reputable insurers acceptable to Safe2Buy and that the level of cover and other terms of insurance are acceptable to and agreed by Safe2Buy.

9.3 The Engineer shall notify the insurers of the Safe2Buy's interest and shall cause the interest to be noted on the Insurance together with a provision to the effect that, if any claim is brought or made by Safe2Buy against the Engineer in respect of which Safe2Buy would be entitled to receive indemnity under any of the Policies, the relevant insurer will indemnify Safe2Buy directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify Safe2Buy, the Engineer shall use all insurance monies received by him to indemnify Safe2Buy in respect of any claim and shall make good any deficiency from his own resources.

9.4 The Engineer shall comply with all terms and conditions of the Insurance at all times. If cover under the Insurance shall lapse or not be renewed or be changed in any material way or if the Engineer is aware of any reason why the cover under the Insurance may lapse or not be renewed or be changed in any material way, the Engineer shall notify Safe2Buy without delay.

10. Termination

10.1 Without limiting or affecting any other right or remedy available to it, Safe2Buy may terminate the Contract with immediate effect by giving written notice to the Engineer if:

- (a) there is a change of control of the Engineer; or
- (b) the Engineer's financial position deteriorates to such an extent that in Safe2Buy's opinion the Engineer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (c) the Engineer commits a breach of clause 3.3(i).

10.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11. Consequences of termination

11.1 On termination of the Contract for any reason, the Engineer shall immediately deliver to Safe2Buy all Deliverables whether or not then complete, and return all Safe2Buy Materials. If the Engineer fails to do so, then Safe2Buy may enter the Engineer's premises and take possession of them. Until they have been returned or delivered, the Engineer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

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11.2 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. Status

12.1 The relationship of the Engineer to Safe2Buy will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of Safe2Buy and the Engineer shall not hold himself out as such.

12.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Engineer shall be fully responsible for and shall indemnify Safe2Buy for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Engineer shall further indemnify Safe2Buy against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Safe2Buy in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Engineer against Safe2Buy arising out of or in connection with the provision of the Services.

13. General

13.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for four (4) weeks the party not affected may terminate the Contract by giving seven (7) days' written notice to the affected party.

13.2 Assignment and other dealings.

- (a) Safe2Buy may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Engineer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

13.3 Confidentiality.

Each party undertakes that it shall not at any time and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or Engineers of the other party, except as permitted by clause 13.3(a).

- (a) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, Engineers or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, Engineers or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (b) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13.4 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.5 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

13.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided

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under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.7 shall not affect the validity and enforceability of the rest of the Contract.

13.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.
- (b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.8(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 13.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

13.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 - Engineer Requirements

1. INTRODUCTION

- a) Engineers will confirm and accept an inspection job via the Safe2Buy website. Such login for the Safe2Buy website will be provided to you upon your successful application to the Safe2Buy pool of Engineers.
- b) Engineers will advise the customer by means of written certifications as to whether in his or her opinion and expertise, the utility inspected is safe and meets current regulated standards. Such reports and certificates will be uploaded the the Safe2Buy website via the Engineer's login page.
- c) If all three utilities of gas, electric and drainage are deemed safe by the Engineer (or Engineers), Safe2Buy will issue a Safe2Buy certificate to the Customer in respect of the property in question.
- d) The individual carrying out the gas inspection and providing advice shall be a certified gas Engineer and will be on the gas safety register.
- e) The individual carrying out the electrical inspection and providing advice shall be a certified electrical Engineer.
- f) The individual carrying out the drain inspection and providing advice shall be trained in this field or have at least 5 years on the job experience.

2. GAS INSPECTION

The gas Engineer shall conduct and/or comply with the following in the course of the gas inspection:

- a) The gas Engineer instructed will report upon and conduct the following:
 - i. The appliances operating pressure and will ensure there is adequate air supply to the appliance.
 - ii. The flue will be checked to ensure it is clear, meets regulations and the gases and fumes are being omitted safely.
 - iii. A visual inspection will be undertaken of the appliance to ensure it is intact; suitably located in the room and securely fitted with properly connected gas pipework.
- b) The gas Engineer shall ensure the following during the course of the Gas Inspection:
 - i. All safety devices to be checked to ensure they are functioning correctly.
 - ii. All accessible gas pipework to be visually inspected to ensure it is in good condition. The gas pipework will be tested to ensure there is no gas leak.
 - iii. Carbon monoxide testing to be undertaken. The Engineer should advise the Customer to purchase a carbon monoxide alarm if the property does not already have one.
- c) An appliance condition report shall be issued, this will include details on: the age of the boiler, if a service history is present, any visual defects, efficiency and in the gas Engineer's opinion, whether the boiler needs replacing in the near future.

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- d) The gas safety certification is valid for 12 months from the date of issue. However, the customer should be informed that the certificate becomes void if any work is carried out or changes made to the gas system within the 12 month period without Safe2Buy's prior written consent.

3. ELECTRICAL INSPECTION

- a) The electrical Engineer instructed shall report upon:
 - i. The adequacy of the electrical earthing and bonding.
 - ii. The suitability of the switchgear and controlgear.
 - iii. The suitability of switches, sockets and light fittings of the property.
 - iv. The wiring circuits and their condition.
 - v. The extent of any wear and tear, damage or deteriorating electrical cables, sockets and light fittings.
 - vi. Any overloading of electrical circuits or equipment.
 - vii. Any potential electric shock or fire risks.
- b) All circuits will be tested in the property with a minimum of 10% of accessories.
- c) Electrical safety certification is valid for 5 years of the date of issue. However, the Customer should be advised that the certificate becomes void if any work is carried out on the electrical system within the 5 year period without Safe2Buy's prior written consent.

4. DRAIN INSPECTION

- a) The Engineer shall conduct and/or comply with the following in the course of the drainage inspection:
 - i. Visualised with a recording CCTV camera.
 - ii. CCTV camera inspection upstream and downstream of the main line. Each run tested will be from the manhole.
 - iii. If the property does not have a manhole, the drain Engineer will contact the Customer to advise the best way to visualise the drainage system. Most commonly this is to either by way of drilling a hole in the vertical external pipe or by removing a toilet. The drain Engineer will not undertake either of these options until there has been verbal confirmation from the Customer which has instructed Safe2Buy.
 - iv. Inspect as much drain pipework as possible within the property boundaries.
 - v. Take photographic evidence of any collapsed, cracked or defected pipework to be included in the report.
- b) The drainage report is valid for 12 months from the date of issue. However, the Customer should be advised that the certificate becomes void if any work is carried out on the drainage system within the 12 month period without Safe2Buy's prior written consent.
- c) The Safe2Buy certificate will be issued if the inspected drainage system is considered 'safe', along with the electrics and gas systems being deemed safe.

5. GENERAL

- a) No money is to be exchanged between the customer and Engineer.
- b) If in the course of the inspection the Engineer feels that further work is needed, the Engineer should advise the Customer that Safe2Buy will provide a no obligation quotation and/or costs estimate.
- c) If the property fails to meet current regulations, no certificates shall be issued. Safe2Buy will provide a quotation to rectify any defects so that upon rectification, a certificate can be issued.
- d) If the Engineer deems the property to be immediately dangerous and not meet current regulation standards, the Engineer has the right to turn the electric, gas or water off as the case may be. It is at the homeowner's expense to rectify the situation.
- e) The Engineer will not lift any floorboards or alter the property in any way in order to meet their obligations of the inspection without the Customer's prior consent.
- f) The Engineer will test the gas and/or electric and drainage in accordance with the current safety regulations.
- g) It may be the case that some properties gas, electric or drainage will not meet the standard of current regulations. This does not necessarily mean that such is unsafe, however, any new or rectifying work on the property should meet up to date and current regulations and standards.

6. CERTIFICATES

- a) The Engineer shall upload the gas, electric and drain certificates (as applicable) and reports onto the Safe2Buy website via its login page within 48 hours of the Engineer's inspection.
- b) The Safe2Buy certificate will only be issued once all the gas, electric and drain certificates and reports have been uploaded onto the website and reviewed by the Safe2Buy team. The Engineer will appreciate that different inspections may be carried out by different Engineers on different days and therefore the respective reports and certificates may be uploaded at different times by different Engineers.
- c) The Safe2Buy certificate will be uploaded by Safe2Buy within 48 hours of all of the individual gas, electric and drain certificates having been uploaded by the respective Engineers.
- d) The Engineer can then download the Safe2Buy certificate to forward to the Customer or the Customer may have the facility to download the certificate directly.
- e) Once the Safe2Buy certificate is available to the Customer, the Engineer shall arrange for Safe2Buy's invoice to be sent to or accessed by the Customer.

7. WEBSITE ACCEPTABLE USE POLICY

This acceptable use policy sets out the content standards that apply when you upload content to our site www.safe2buycertificate.co.uk ("Site") make contact with other users on our site, link to our site, or interact with our site in any other way,

a) By using our site you accept these terms

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

b) We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

c) Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

d) You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

e) Interactive services

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Instant messaging/chat facility.
- In account email/messaging service.

(Interactive services)

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

f) Content standards

These content standards apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our absolute discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.

- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

g) Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Blacklisting you as an engineer for us.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

