Privacy Policy

Property Compliance t/a Office Test Ltd respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data and tell you about your privacy rights and how the law protects you.

WHAT IS THE PURPOSE OF THIS DOCUMENT?

This privacy policy describes how we collect and process your personal data in accordance with the General Data Protection Regulation (GDPR). It is important that you read this privacy policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements the other notices and is not intended to override them.

DATA PROTECTION PRINCIPLES

We will comply with data protection law. This says that the personal information we hold about you must be:

- 1. Used lawfully, fairly and in a transparent way.
- 2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- 3. Relevant to the purposes we have told you about and limited only to those purposes.
- 4. Accurate and kept up to date.
- 5. Kept only as long as necessary for the purposes we have told you about.
- 6. Kept securely.

THE DATA WE COLLECT ABOUT YOU

Personal data means any information about an individual from which that person can be identified. We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- Identity Data includes first name, last name
- Contact Data includes business address, email address and telephone numbers
- Transaction Data includes details of services you have purchased from us.
- Profile Data includes your username and password, to access your online reports.
- Usage Data includes information about how you use our services.

HOW IS YOUR PERSONAL DATA COLLECTED?

We collect information from you:

- Phone/online enquiry about our services
- Booking in work

- Onsite during assessment visits;
- Giving us some feedback.

HOW WE WILL USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- 1. Where we need to perform the contract we are about to enter into with you or have entered into with you.
- 2. Where we need to comply with a legal, or regulatory obligation.
- 3. Where it is necessary for our legitimate interests to release information to a third party to provide services to Property Compliance t/a Office Test Ltd, provided that the third party has agreed to use at least the same level of privacy protections described in this Privacy Policy and is permitted to use the information only for the purpose of providing services to Property Compliance t/a Office Test Ltd

Our CONTACT DETAILS are:
Property Compliance t/a Office Test Ltd
New Penderel House, 283-288 High Holborn, London, WC1V 7HP
Info@propertycompliance.com
www.propertycompliance.com

DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with external third parties who we use to help us deliver our service to you.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a data protection clause. We will notify you and any applicable regulator of a breach where we are legally required to do so.

DATA RETENTION

How long will you use my information for? We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, regulatory, or reporting requirements.

RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

By law you have rights under data protection laws in relation to your personal data, as follows:

- Request access to your personal data (commonly known as a "data subject access request").
- Request correction of the personal data that we hold about you.
- Request erasure of your personal data.
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms.
- Request the restriction of processing of your personal data.
- Request the transfer of your personal data to you or a third party.

OPTING OUT

You can ask us to stop contacting you by contacting us at any time. To do so, please email info@propertycompliance.com and let us know.

INFORM US OF CHANGES

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

CHANGES TO THIS PRIVACY POLICY

We reserve the right to update this policy at any time, and we will provide you with a new privacy policy when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

Terms & Conditions

Property Compliance t/a Office Test Limited

General Terms & Conditions

- 1.1. These General Terms & Conditions, together with the Project Plan ("the Project Plan") constitute the Agreement whereby all Services supplied to you ("the Client", "you", "your"), and work undertaken for you, shall be supplied and undertaken by Property Compliance ("we, "our") in accordance with these Terms & Conditions and the Project Plan. Notwithstanding any contrary provisions, these Terms and Conditions supersede and take precedence over any other terms or conditions stipulated or referred to by Property Compliance or by you at any time.
- 1.2. In these General Terms & Conditions the following words shall have the following meaning, unless the context otherwise requires:
- 1.3. "The Agreement" means the Project Plan and the Clients acceptance of the work.
- 1.4. "Property Compliance means Property Compliance t/a Office Test Ltd (company registered number 5418176), whose registered office is New Penderel House, 283 288 High Holborn, London, WC1V 7HP.
- 1.5. "Services" means the work, materials and/or services specified in the Project Plan.
- 1.6. "Intellectual Property" means intellectual property of whatsoever nature, including patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information, know-how and trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.7. "Rights" including copyright, patents, inventions, rights in know-how, confidential information and other trade secrets, unregistered designs, registered designs, database rights, rights in data trade marks and all registrations or applications to register any of the aforesaid in any part of the world;
- 1.8. "Project Plan" means a document issued by Property Compliance authorised by a representative of Property compliance, incorporating these General Terms and Conditions.
- 1.9. "Price" means the price of services and work undertaken outlined in the Project Plan.
- 1.10. "Client" means the person or company who accepts the Project Plan, details of which shall be set out therein.
- 1.11. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes and subordinate for the time being in force made under it.

2. Scope of Services

- 2.1. Any statements (oral or written)relating to costs prior to the agreement in writing by Property Compliance of the Project Plan are to be regarded as estimates only and do not form any part of an Agreement between Property Compliance and the Client.
- 2.2. The Client must ensure the accuracy of all information supplied to Property Compliance in connection with the Project Plan and the supply of Services. All information must be supplied by

the Client that enables Property Compliance to supply the Services in accordance with the Project Plan.

- 2.3. The Client is responsible for preparing the relevant premises for supply of the Services. The Client shall also provide Property Compliance, its employees and contractors with access to your premises, office accommodation and other facilities as reasonably required by Property Compliance under the Project Plan.
- 2.4. The Client must supply all health and safety rules and regulations and any security requirements that apply to their premises.
- 2.5. The Client must supply all necessary licences, permissions and consents which may be required before the date on which Property Compliance is due to begin supplying services under the Project Plan.
- 2.6. Any variations to these Terms & Conditions must be agreed in writing and signed in advance by a director of Property Compliance and by a representative of the Client.

3. Price & Payment

- 3.1. The Price shall remain as stated in the Project Plan and shall not be subject to variation unless by prior agreement and confirmed in writing by a duly authorised representative of Property Compliance
- 3.2. Except otherwise agreed in writing, all price/charges are quoted in pounds sterling and are exclusive of VAT, which is payable as stated on the relevant Property Compliance invoice.
- 3.3. All charges are payable by the Client within 30 days of the date of the relevant invoice. Should the Services provided cost you less than £250, we will require payment on the same day as the services are supplied, and should you be unable to pay on same day, Property Compliance will wait until payment is completed before issuing you with the relevant report and certificate.
- 3.4. Property Compliance reserves the right at any time to suspend or cancel the supply of Services to you until any and all outstanding charges have been paid by you in accordance with these Terms and Conditions.
- 3.5. Unless expressively specified in the Project Plan, all charges payable in relation to appliance testing services supplied by Property Compliance will be calculated on a per test basis.
- 3.6. The test charges do not include contingency costs. Property Compliance reserves the right to charge the Client any costs that are incurred due to delay in the supply of services caused by the client. This includes the movements of items/materials, or any other difficulties caused by adverse circumstances not outlined in the Project Plan. The charges incurred will be based on the hourly rate per engineer, as set out in the Project Plan or otherwise notified by you.
- 3.7. Property Compliance reserves the right to charge the Client additional sums for any additional reports and certificates that are required by you.
- 3.8. If any sum under the Agreement is not paid to Property Compliance when due, then, without prejudice to the parties other rights under the Agreement, that sum shall bear interest from the due date until payment is made in full, both before and after any judgement at 8% per annum above the base rate of HSBC Bank Plc.

4. Liability & Indemnity

4.1. In these Terms and Conditions, nothing shall limit or exclude Property Compliance's liability for:

- 4.1.1. death or personal injury caused by its negligence, or the negligence of its employees or contractors; or
- 4.1.2. fraud or fraudulent misrepresentation; or
- 4.1.3. Breach of the terms implied by section 2 of the Supply of Goods & Services Act 1982 (title & quiet possession). Property Compliance has public liability insurance cover of £10,000,000.
- 4.2. Subject to clause 4.1:
- 4.2.1. Property Compliance shall not be liable to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the contract including any losses that may result from a deliberate breach of the contract by Property Compliance, its employees or contractors; and
- 4.2.2. In any event, Property Compliance's total liability to the client in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of contract by Property Compliance, its employees or contractors, shall not exceed the cost of a defective item or service (as at the date of Project Plan) or remedying the defect or service. You should notify Property Compliance immediately in writing of any defect in any items or services supplied by Property Compliance.
- 4.3. Except set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.
- 4.4. If any of your directors, employees, agents, contractors or other representatives breach any of these Terms and Conditions or otherwise do anything or make any omission that causes Property Compliance (or any of its employees or contractors) loss or damage, you will indemnify Property Compliance against any and all losses, damages, costs and other liabilities suffered or incurred by Property Compliance arising out of such act or omission.
- 4.5. If the supply of the Services in accordance with the Project Plan is affected in any way by any circumstances (of whatever nature) which are beyond the reasonable control of Property Compliance, Property Compliance shall inform you as soon as reasonably practicable of the nature and extent thereof. Property Compliance shall not be liable to you for any delay in the performance of its obligations under the Project Plan or these Terms and Conditions due to any such circumstances. In such circumstances, Property Compliance has the right (at its sole discretion) to delay or cancel supply of the relevant Services. If Property Compliance cancels its contract with you in such circumstances, it shall be entitled to receive payment from you for any and all Services supplied prior to such cancellation and you agree that you shall have no claim or right of set-off against Property Compliance arising out of any such cancellation.
- 4.6. This clause 4 shall survive termination of the Agreement.

5. The Company's Intellectual Property Rights

- 5.1. All Intellectual Property rights ("Intellectual Property Rights") in or arising out of or in connection with the Services and items supplied shall be owned by Property Compliance.
- 5.2. The Client acknowledges and accepts that, in respect of any third party's Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on Property Compliance obtaining a written licence from the relevant licensor on such terms as will entitle Property Compliance to license such Intellectual Property Rights to the Client.
- 5.3. The Client shall not use any such information for any purpose other than in accordance with these Terms and Conditions and the Project Plan.

5.4. Both the Client and Property Compliance shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party, its employees or contractors, and any other confidential information concerning the other party's business or its products or its services which it may obtain.

6. Cancellation & Termination

- 6.1. Property Compliance reserves the right at any time and for any reason to terminate the Agreement in whole or in part by giving the Client written notice whereupon all work on the Agreement shall be discontinued.
- 6.2. Property Compliance shall have the right at any time by giving notice in writing to the Client to terminate the agreement forthwith if:
- 6.2.1. The Client commits a material or persistent breach of any of the Terms and Conditions of the Agreement and/or the Project Plan; or
- 6.2.2. An order is made or a resolution is passed for the winding up of the Client, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the supplier; or
- 6.2.3. The Client is subject to bankruptcy; or
- 6.2.4. An order is made for the appointment of an administrator to manage the affairs, business property and assets of the Client, or document s are filed with a court of competent jurisdiction for the appointment of an administrator for the Client, or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the insolvency Act 1986); or
- 6.2.5. A receiver is appointed of any of the Clients assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Client, or if any other person takes possession of or sells the suppliers assets; or
- 6.2.6. If the Clients assets are subject to any analogous bankruptcy or insolvency event or to any distress or execution.
- 6.2.7. The Client ceases or threatens to cease to carry on its business; or
- 6.2.8. The financial position of the Client deteriorates to such an extent that in the opinion of Property Compliance, the capability of the Client is not able to fulfil its obligations under the agreement that has been placed in jeopardy.
- 6.3. In the event that you cancel any services before Property Compliance is due to supply or complete those services, you shall be liable to pay Property Compliance:
- 6.3.1. A cancellation fee of £130.00 or 50% of the estimated service cost, whichever is greater, in respect of PAT Testing, Emergency Lighting, Fire Alarm Testing, and Data Cabling services.
- 6.3.2. A cancellation fee of £150.00 or 50% of the estimated service cost, whichever is greater, in respect of Fixed Wire Testing/Periodic Inspection Reporting, Thermal Imaging, Fire Risk Assessments, DSE Risk Assessments, Health & Safety Risk Assessments, Fire Warden Training, Fire Awareness Training and Legionella Water Testing services.
- 6.3.3. A cancellation fee of £150.00 per engineer per day or a minimum of £80.00 and/or 50% of the estimated service cost, whichever is the greater, in respect of Electrical Maintenance services.
- 6.3.4. A cancellation fee of £50.00 minimum per call-out or 50% of the estimated service cost, whichever is the greater, in respect of Fire Extinguisher Servicing; and/or

- 6.3.5. A cancellation fee of 100% is due if Consultancy work is cancelled prior to the end of the agreed term.
- 6.4. Cancellation or postponement on the day or with less than 48 hours' notice is subject to the cancellation fee as stated above.
- 6.5. Postponement of a confirmed booking is acceptable provided that Property Compliance receives written notice 48 hours prior to the original agreed date of supply. The date to which the service is re-scheduled for must be mutually agreed and all postponed works are to be completed within 8 weeks of the original agreed date provided that Property Compliance can reasonably supply the services in this period. Postponement made and carried over on 2 or more occasions shall not be re-scheduled unless otherwise agreed in writing with Property Compliance and shall be subject to the cancellation fee in respect of each cancellation.
- 6.6. Upon termination by Property Compliance in accordance with paragraph 6.1 and 6.2., you shall pay Property Compliance for all items and services supplied prior to such termination in accordance with the charging structure set out in the Project Plan, and you agree that you shall have no claim against Property Compliance arising out of, or in connection with, any such termination. Such of these Terms and Conditions and such provisions of the Project Plan as expressly or by implication have effect after termination shall continue in full force and effect.

7. Force Majeure

7.1. Property Compliance will not be liable to the Client for failure to complete services or perform any of Property Compliance's obligations for any reason beyond Property Compliance's reasonable control including (but not limited to) war, strike, lockout, industrial disputes, fire, riots, explosions, natural disaster, terrorism, illness and death.

8. Confidentiality

8.1. The Client shall keep in complete confidence all technical know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the supplier by Property Compliance or its agents and any other confidential information concerning Property Compliance's business or its products which the Client may obtain and the Client shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Client's obligations to Property Compliance and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Client.

9. General

- 9.1. Nothing in these Terms and Conditions or in the Project Plan shall be deemed to constitute or create a partnership or agency relationship between us and you shall not do anything whereby Property Compliance will or may be represented as your partner or agent.
- 9.2. Any personal data relating to the Client collected by Property Compliance may be recorded electronically for the purposes of identification, billing and marketing/promotional activity and used in accordance with the Data Protection Act:
- 9.2.1. Personal data shall be processed fairly end lawfully by Property Compliance and, in particular, shall not be processed unless-
- 9.2.1.1. At least one of the conditions in Schedule 2 is met, and
- 9.2.1.2. In the case of sensitive personal data, at least one condition in Schedule 3 is also met.
- 9.2.2. Personal data shall be obtained only by Property Compliance for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with the purpose or those purposes.

- 9.2.3. Personal data shall he adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
- 9.2.4. Personal data shall be accurate and, where necessary, kept up to date by Property Compliance.
- 9.2.5. Personal data processed for any purpose or purposes by Property Compliance shall net be kept for longer than is necessary for that purpose or these purposes.
- 9.2.6. Personal data shall be processed in accordance with the rights of data subjects the Data Protection Act.
- 9.2.7. Appropriate technical and organisational measures shall be taken by Property Compliance against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 9.2.8. Personal data shall not be transferred by Property Compliance to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data
- 9.3. If any provision(s) of these Terms and Conditions or the Project Plan shall be found to be unenforceable or invalid, such provision(s) shall be deemed to be deleted and the remaining provisions shall continue in full force and effect. Any other variation of these terms must be in writing signed by Property Compliance and the client.
- 9.4. The fact that no action is taken by Property Compliance against you in respect of any breach of these Terms and Conditions does not constitute a waiver of any subsequent breach of the same or any other provision of the Terms and Conditions or any of the rights of Property Compliance in respect of the original breach.
- 9.5. These Terms and Conditions and the Project Plan constitute the entire contract between Property Compliance and you and supersede any previous contract(s). A person who is not a party to the agreed scope of testing or these terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to enforce any of their respective terms.
- 9.6. The contract comprising these Terms and Conditions and the Project Plan shall be governed by, and construed in accordance with, English law.
- 9.7. Title to any goods, supplied by Property Compliance to the Client shall not pass to the Client but shall be retained by Property Compliance until payment in full for such goods has been made by the Client to Property Compliance. Until such time as title in the such goods has passed to the Customer:
- 9.7.1. Property Compliance shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Property Compliance.
- 9.7.2. For the purpose specified in 9.7.1. above, Property Compliance or any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be:
- 9.7.3. Property Compliance shall be entitled to seek a court injunction to prevent the Client from selling, transferring or otherwise disposing of such goods.
- 9.8. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Client, and until such time as title in such goods has passed to the Client, the Client shall insure such goods to their replacement value & the Client shall forthwith, upon request, provide Property Compliance with a certificate or other evidence of such insurance.

- 9.9. Property Compliance or its operatives shall not use or disclose any information which is disclosed or otherwise comes into its possession under or in respect of this Agreement and which is of a confidential nature save as may be necessary for the provision of its services PROVIDED THAT this obligation shall not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title thereto or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient or which the recipient is compelled to disclose to a court or other regulatory body having similar authority or pursuant to government, stock exchange or other regulations and Property Compliance shall notify the Client in writing of the requirement and nature of such disclosure.
- 9.10. Property Compliance warrants that it has ensured that all its employees who attend the Client's premises are aware if their obligations under this clause [9] and will indemnify the Client for all fees costs and expenses which the Client shall have incurred in pursuing rights and remedies as a result of the breach by Property Compliance employees under this clause [9].
- 9.11. Where Property Compliance subcontract any part of the services contained in this Agreement (or any other services additionally requested by the Client) it shall secure contractual obligations as to confidentiality and supply a copy of such contract terms to the Client if so requested.

10. Divisibility Clause

10.1. Property Compliance may deliver by instalments in such quantities as it may reasonably decide; such instalments shall be separate obligations and no breach in respect of one or more of them shall entitle the Client to cancel any subsequent instalments or repudiate the contract between Property Compliance and the Client as a whole.

Website Terms of Use

Property Compliance t/a Office Test Limited

These Terms of Use apply to the Property Compliance website (the 'Website') and to any e-mail correspondence between Property Compliance and you.

Please read these Terms of Use as they affect your legal rights. By accessing this Website, you are deemed to have accepted these Terms of Use.

- 1. Nothing on this Website is intended to be, nor should it be construed as constituting, definitive advice and the transmission, downloading or sending of any information on this Website does not create any contractual relationship.
- 2. We may revise these Terms of Use at any time you should therefore check this Website periodically to review the current version, because it will be binding on you. In addition, certain provisions of these Terms of Use may be superseded by expressly designated legal notices or other terms located on particular pages of this Website. If you do not accept a revision to these Terms of Use, please do not use this Website. If you continue to use the Website, you will be bound by the revised Terms of Use.
- 3. You are permitted to print and download extracts from this Website for your own non-commercial use (or that of your firm or company) on the basis that (i) no documents or related graphics on this Website are modified in any way (ii) no graphics on this Website are used separately from accompanying text and (iii) our copyright notice appear in or on all copies. Otherwise, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 4. Unless otherwise stated, all copyright and other intellectual property rights in the material on this Website (including text, photographs and graphical images) are owned by us and any rights not expressly granted in these Terms of Use are fully reserved by us. Use of any extract from this Website for any purpose, other than in accordance with paragraph 3 above, is prohibited. If you breach any of these Terms of Use, your permission to use this Website automatically terminates and you should immediately destroy any downloaded or printed extracts from this Website.
- 5. We endeavour to ensure that this Website is available 24 hours a day, but we will not be liable if, for any reason, this Website is unavailable at any time or for any period. If a fault occurs with the Website, please contact us immediately and we will endeavour to correct this as soon as we can. Access to this Website may be suspended temporarily, without notice, in the case of system failure, maintenance/repair, the installation of new facilities or otherwise for reasons beyond our control. We reserve the right to deny access to this Website at anytime without notice.
- 6. Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to this Website shall be considered non- confidential and non-proprietary and we will have no obligations in connection with any such material. We are free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 7. You may not misuse this Website and you are prohibited from posting or transmitting to this Website any material (i) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, discriminatory or in breach of confidence or privacy (ii) for which you have not obtained all necessary licenses and/or approvals or (iii) which constitutes or encourages conduct that could be considered a criminal offence, could give rise to civil liability or could otherwise be contrary to the law or infringe the rights of any third party, in the UK or in any other country or (iv) which is technically harmful (including, without limitation, viruses, harmful components, corrupted

- data or other malicious software or data). We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of, or locate, anyone posting any material in breach of this paragraph 7.
- 8. Links to any third party websites on this Website are provided solely for your convenience if you use these links, you leave this Website. We have not reviewed all of these third party websites and are not in control of, nor responsible for, the content, accuracy, legality or availability of any of these other websites. We do not endorse or make any representations about them, nor any material found on them or any results obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.
- 9. If you would like to link to this Website, you may only do so if you link to, but do not replicate, the home page of this Website, and subject to the following conditions (i) you do not remove, distort or otherwise alter the size/appearance of our logo (ii) you do not create a frame or any other browser/border environment around this Website (iii) you do not imply that we are endorsing any products or services other than our own (iv) you do not misrepresent your relationship with us nor present any other false information about us (v) you do not link from a website that is not owned by you and (vi) your website does not contain content that infringes any intellectual property rights or other rights of any other person or does not comply with all applicable laws and regulations. We reserve the right to revoke the rights granted in this paragraph 9 for any breach of any of these Terms of Use and you shall fully indemnify us for any loss or damage suffered by us in connection with any such breach.
- 10. While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of such information. We may make changes to the information on this Website at any time without notice. The material on this Website may be out-of-date from time to time, and we make no commitment to update any such material. The material on this Website is provided "as is", without any conditions, warranties or other terms of any kind and, to the maximum extent permitted by law, we exclude all representations, warranties, conditions and other terms which but, for these Terms of Use, might have effect in relation to this Website.
- 11. We, any other party (whether or not involved in creating, producing or maintaining this Website) and our officers, directors, employees or shareholders, exclude all liability for any amount or kind of loss or damage that may be suffered by you or any third party (including without limitation, any direct, indirect or consequential loss or damage, or any loss of income, profits or goodwill and whether in tort, contract or otherwise) in connection with this Website or in connection with the use of, or inability to use, this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software or other property due to your access to, or use of, this Website or any websites linked to this Website. However, nothing in these Terms of Use excludes or limits any liability which cannot be excluded or limited by law.
- 12. These Terms of Use shall be governed by, and construed in accordance with, English law and any dispute arising in connection with these Terms of Use shall be subject to the jurisdiction of the English courts. If you breach any of these Terms of Use, whether or not we disregard any such breach, we will still be entitled to invoke our rights and remedies at any time after such breach or if you commit another breach. If any provision of these Terms of Use is held to be illegal or invalid by any court or other competent authority, this will not affect the validity of any other provision.

Quality Policy

It is the policy of Property Compliance t/a Office Test Limited to maintain a quality system designed to meet the requirements of ISO 9001:2015 (or any other standard in line with Annex SL Structure) in pursuit of its primary objectives, the purpose and the context of the organisation.

It is the policy of Property Compliance t/a Office Test Limited to:

- strive to satisfy the requirements of all of our customers, stakeholders and interested parties whenever possible, meeting and exceeding their expectations;
- comply with all legal requirements, codes of practice and all other requirements applicable to our activities;
- the reduction of hazards, prevention of injury, ill health and pollution;
- provide all the resources of equipment, trained and competent staff and any other requirements to enable these objectives to be met;
- ensure that all employees are made aware of their individual obligations in respect of this quality policy;
- maintain a management system that will achieve these objectives and seek continual improvement in the effectiveness and performance of our management system based on "risk".

This quality policy provides a framework for setting, monitoring, reviewing and achieving our objectives, programmes and targets.

Customer service is an essential part of the quality process and to ensure this is fulfilled, all employees receive training to ensure awareness and understanding of quality and its impact on customer service.

To ensure the company maintains its awareness for continuous improvement, the quality system is regularly reviewed by Senior Management to ensure it remains appropriate and suitable to our business. The Quality System is subject to both internal and external annual audits.