

**Method Statement for the
Provision of Portable Appliance Testing
&
Terms & Conditions**

Contents

1. Scope
2. About OPC Services
3. The Law
4. Definitions
5. Inspection & Testing
6. Labelling
7. Remedial Works
8. Microwave Power and Leakage Tests
9. Periodicity
10. Reports & Certification
11. Risk Assessments
12. Pricing
13. Customer Feedback
14. Terms & Conditions

1. SCOPE

This document has been prepared with a view to detailing and informing the customer in respect of the Portable Appliance Tests undertaken by OPC Technical Service.

OPC Technical Services performs these tests under the guidance of The Code of Practice for In-service Inspection and Testing of Electrical Equipment, which is a document produced by and available from the Institution of Electrical Engineers.

The equipment within the scope of this document includes electrical appliances for household and similar use, certain IT equipment supplied by plug and socket, luminaries, and similar equipment. Generally speaking, this document applies to all equipment fitted with the standard single-phase 3-pin plug.

The tests performed only indicate the status of the safety of the appliance under test and, although a functional test is performed, should not be misinterpreted as a verification of the unit's compliance with operational specifications.

It must also be understood that some appliances (Class I) rely upon the fixed wiring of the socket to ensure continuity of the Earth connection. These tests ensure the appliance under test has the correct Earth connection resistance but cannot ensure the continuity within the fixed wiring of the supply and that further fixed wiring periodic tests are required.

2. ABOUT OPC Technical Services

OPC Technical Services (Ogwen PC Technical Services), qualified to City & Guilds 2377, is committed to providing a quality cost effective PAT Testing Service to our Customers, believing that our success is based on the success of our customers. We believe in an open and honest relationship and will endeavour to meet our customer requirements where practically possible.

3. THE LAW

The Code of Practice which was prepared by the Institution of Electrical Engineers with a view to determining the inspections and tests necessary to ensure that electrical equipment is maintained properly so as to prevent danger. Although some references may be made to legislation within this document, the specific legislation should be consulted.

The legislation of specific relevance to electrical maintenance is:

The Health and Safety at Work etc Act 1974

The Management of Health and Safety at Work Regulations 1999

The Electricity at Work Regulations 1989

The Workplace (Health, Safety and Welfare) Regulations 1992

The Provision and Use of Work Equipment Regulations 1998

4. DEFINITIONS

(i) BASIC INSULATION

Insulation applied to live parts to provide basic protection against electric shock and which does not necessarily include insulation used exclusively for functional purposes.

(ii) CLASS I EQUIPMENT

Equipment in which protection against electric shock does not rely on basic insulation only, but which includes means for the connection of exposed-conductive parts to a protective conductor in the fixed wiring of the installation.

(iii) CLASS II EQUIPMENT

Equipment in which protection against electric shock does not rely on basic insulation only, but in which additional safety precautions such as supplementary insulation are provided, there being no provision for the connection of exposed metalwork of the equipment to a protective conductor and no reliance upon precautions to be taken in the fixed wiring of the installation

(iv) CLASS III EQUIPMENT

Equipment in which protection against electric shock relies on the supply from a separated extra low voltage source (SELV), such as an isolating transformer to BS EN 61558.

(v) EARTH BOND TESTING

Earth bond Testing is required on Class I Appliances to ensure there is a suitably low resistance between a metal plane on the appliance and the earth pin of the plug. Earth bond tests are designed to stress the Earth bond connection to ensure a satisfactory earth connection is present. Our test equipment has capability for Earth Bond Measurement at 100mA, 4A, 10A and 25A. It is recommended that Earth bond tests are performed at least 1.5 times the fuse rating in the plug top. It is however recommended that IT equipment is tested using the 100mA test current.

(vi) INSULATION TESTING

Insulation Testing is used to measure the Insulation Resistance of the appliance to ensure that no breakdown of the insulation has occurred. On 230V equipment 500Vdc is applied between live conductors and the body of the appliance.

(vii) LEAKAGE TESTING

Leakage Testing is used to measure the full leakage current of an appliance in situ. The supply voltage is applied to the appliance and the difference in currents flowing in the Live and Neutral is measured.

(viii) POLARITY TESTING

Polarity Testing is performed on Class 1 Appliance cord sets and Extension leads. The Polarity tests ensure that there are no breaks or cross wiring in these appliances.

(ix) VISUAL INSPECTION

This test involves an in-depth check of the visual integrity of the plug, flex, fuse, case of the appliance under test and the environment it is used. Power is required to be **OFF** for a complete visual inspection to take place.

Fuse replacements are performed FREE OF CHARGE and incorporate downsizing of the fuse to the appropriate size for the cross sectional area of the plug. It should be noted that this change will not be performed if the power requirement of the appliance is greater than that allowed by the fuse change as may be the case in some older appliances and appliances with a high start up but low operating current. Plug re-terminations are performed FREE OF CHARGE, however a small charge is made for plug replacement as detailed in our Current Pricing Policy.

5. INSPECTION AND TESTING

OPC Technical Services shall endeavour to minimise the disruption to your working environment, however power to the appliance under test requires to be switched **OFF** for the testing to be completed. Should this disruption be unacceptable OPC Technical Services offer an out of hours service at no extra charge.

- Equipment will be shutdown in a controlled fashion.
- An in-depth Visual Inspection shall be carried out
- Appliance type shall be defined and tested appropriately.
- Upon completion of testing, the appliance description, manufacturer, model and serial number (where appropriate) shall be input into the appliance register.

- A test label shall be attached to appliance. A green PASS label or RED FAIL label shall be attached to the retest due section of the test label.
- FAILED appliances shall have the fuse removed and site contact notified. A short description of the failure mode will be input to the comments section of the FAIL label.

6. LABELLING

All tested appliances will be appended with a unique ID label, which will remain the OPC Technical Services appliance ID for the usable life of the appliance. Testing in consecutive years utilises the appliance ID label to ensure that trends in deterioration of the appliance test results are monitored.

Appliances that PASS the tests shall be appended with a green PASS test date label.

Appliances FAILING the combined tests will be appended with a RED FAIL label with a short description of Failure Mode inserted in the comments section.

The labels used by OPC Technical Services are made from a high quality polyester gloss material, this material is tear, fade, and water-resistant.

7. REMEDIAL WORKS

Limited on-site remedial works can be performed by OPC Technical Services including mains plug (BS 1363) replacement with retesting performed free of charge at time of repair. High-risk failure items are stocked and can be replaced if required/authorised. These items to include standard plugs, thermoplastic plugs, IEC leads, extension leads, anti surge extension leads and RCD plugs.

8. MICROWAVE POWER AND LEAKAGE

Additional requirements for Microwave Ovens are covered by the BS EN 60335-2-25 Safety Standard.

If instructed, OPC Technical Services can perform additional tests to ensure the appliance under test is working optimally.

(i) MICROWAVE POWER

This involves heating a known volume of water for a known period and calculating the power generated by the oven as a function of the period and difference in temperature generated in the water.

(ii) MICROWAVE LEAKAGE

This involves the measurement of the microwave leakage to ensure that the leakage does not exceed the recommended 50 W/m^2

(iii) DOOR INTERLOCK

This involves checking the operation of the door interlock system to ensure that microwave generation ceases when the door is opened.

9. PERIODICITY

OPC Technical Services will as standard perform these tests on a yearly basis or on a period as required by the customer. In consecutive years a notification will be sent to the nominated person 30 days in advance of the retests to allow adequate provision for the retesting to be scheduled.

10. REPORTS

Upon completion of the testing a report shall be generated detailing the tests and results undertaken.

This report shall be forwarded to the nominated customer contact. OPC Technical Services can provide the reports in 2 formats.

(i) Paper Report: This report comprises of the test results of each appliance, a PASS Certificate, FAIL Certificate is applicable and a Repair Report.

(ii) Reports can be presented in pdf format and emailed to nominated customer contact.

11. RISK ASSESSMENT

OPC Technical Services is committed to working in a safe environment for its customer employees and visitors to customer premises at the time of testing. As such specific hazards in the testing environment shall be discussed with the duty holder prior to commencement.

12. PRICING

Our pricing structure is outlined below but is subject to change without notice.

Quotes valid for 30 days.

Out of Hours and Weekend work carries no additional cost.

We are not VAT registered therefore there is no VAT to pay.

Minimum Charge per Contract	£35.00 and includes the first 20 items
Appliance Visual & Electrical Testing	£1.75 per appliance
Re-wiring of 3 pin mains plug (BS 1363)	FREE
Supply of new 3 pin mains plug (BS 1363)	Standard Plug £1.35 - Rubber Plug £2.90
Re-test after mains plug/cable Replacements	FREE
Fuse Replacements	FREE
Microwave Leakage Test	£1.75 and includes PAT test and labels
Supply of RCD units, extension cables, kettle leads & replacement cable	Please enquire

13. CUSTOMER FEEDBACK

OPC Technical Services is committed to providing a quality service. We view all customer feedback as a vehicle for continuous improvement. As such new customers will receive a customer feedback form with the PAT report.

We appreciate ALL and ANY comments on the service you received to ensure we continue to provide the service you require.

14. TERMS & CONDITIONS

T1.1 The following definitions apply in these Terms and Conditions:

"Customer"	means any individual, business, partnership, trust, company, body, authority, association or other organisation which enters into a contract pursuant to these Terms and Conditions for the provision of the Services;
"Normal Working Hours"	Means 9.00 am to 5.00pm Monday to Friday, excluding bank or public holidays. Any times requested outside the above are by specific arrangement;
"Services"	means providing health and safety testing and risk assessments;
"OPC TECHNICAL SERVICES"	OPC TECHNICAL SERVICES is Ogwen PC Technical Services and based in Bangor, Gwynedd
"Confirmation of Order"	means the document dispatched by OPC TECHNICAL SERVICES confirming the Customer's order, the price and any extra or different provisions;
"Contract"	means the contract between OPC TECHNICAL SERVICES and the Customer for the provision of the Services, consisting of these Terms and Conditions and the Confirmation of Order;
"Price"	means the cost of the Services set out on the Confirmation of Services;
"Terms and Conditions"	means the OPC TECHNICAL SERVICES terms and conditions of Service
"Certificate"	means the document used in conjunction with the detailed asset register and the asset pass labels. The Certificate of Portable Appliance Testing;
"Business Day"	means any day (other than a Saturday, Sunday or bank or public holiday). Any days requested other than the days listed above are by specific arrangements

T1.2 Any reference to a particular law, code, policy or similar is to it as it is in force for the time being taking into account any amendment, extension, application or re-enactment for the time being.

T1.3 Words in the singular include the plural and vice versa and references to one gender includes a reference to the other gender.

T1.4 Provision headings are for reference only and do not affect the construction or interpretation of these Terms and Conditions.

T1.5 Where the context permits, any reference to OPC TECHNICAL SERVICES includes its duly authorised representatives, officers, servants and agents.

T2. Quotations

T2.1 Quotations for services may be given by OPC TECHNICAL SERVICES on the basis that:

T2.1.1 no Contract shall come into existence until OPC TECHNICAL SERVICES dispatches a Confirmation of Order to the Customer or OPC TECHNICAL SERVICES verbally agree the Contract;

T2.1.2 any quotation is valid for a period of 30 (thirty) days only from its date;

T2.1.3 OPC TECHNICAL SERVICES reserves the right to cancel or withdraw the quotation at any time.

3. Orders

T3.1 Each order or acceptance of a quotation for Services by the Customer shall be deemed to be an offer by the Customer to purchase the Services subject to these Terms and Conditions and any special provisions contained in the Confirmation of Order.

T3.2 No order made by the Customer shall be deemed accepted until OPC TECHNICAL SERVICES issues a signed Confirmation of Order or verbally agrees the Contract..

T3.3 The Customer must ensure that the details of its order are complete and accurate and OPC TECHNICAL SERVICES shall not be liable for any damage or loss, whether direct or indirect, howsoever caused to the Customer as a result of the information provided to OPC TECHNICAL SERVICES being incomplete or inaccurate.

T3.4 Upon issue of a signed Confirmation of Order the Contract subject to these Terms and Conditions shall come into existence between the Customer and OPC TECHNICAL SERVICES.

T3.5 Subject to any variation under clause T13, the Contract shall be on these terms to the exclusion of all other terms and conditions (including any terms or conditions the Customer purports to apply under any purchaser order, confirmation, specification or other document).

T3.6 No terms or conditions endorsed on, delivered with or contained in the Customer's quotation, order, invoice or other document shall form part of the contract simply as a result of being referred to in the Contract.

T4. Services

T4.1 OPC TECHNICAL SERVICES will provide the Services during the Normal Working Hours at such times as arranged between OPC TECHNICAL SERVICES and the Customer, and at such times outside Normal Working Hours with the agreement of OPC TECHNICAL SERVICES.

T4.2 The Services shall be provided in respect of the premises and the equipment of the Customer as agreed in advance and set out in the Confirmation of Order only.

T5. Service Limitations

T5.1 Equipment is deemed safe at the time of testing and once the site has been returned to the Customer following sign off, the equipment and its safety becomes the responsibility of the Customer.

T6. Cancellation

T6.1 No cancellation or variation of the terms of the order by the Customer shall be accepted without the written consent of OPC TECHNICAL SERVICES.

T6.2 OPC TECHNICAL SERVICES may cancel the Contract upon written notice to the Customer at any time prior to forty-eight hours before the Services were due to be undertaken pursuant to clause T4.1.

T6.3 In the event that the Customer cancels on the day of testing or the engineer is unable to gain access to the site a minimum charge will be due. The minimum charge will not be charged if the Service is rebooked for an alternative date by the Customer. However, the Customer shall be liable for all other costs incurred by OPC TECHNICAL SERVICES (including travel and administrative expenses) in relation to the Customer cancelling on the day of testing.

T7. Price and Payment

T7.1 The Price is not subject to value added tax as OPC TECHNICAL SERVICES is not VAT registered.

T7.2 Payment of the Price is due on the terms specified by these Terms and Conditions or as otherwise specified in the Confirmation of Order.

T7.3 Unless otherwise agreed by OPC TECHNICAL SERVICES in writing, once the Confirmation of Order has been despatched the Customer shall be liable for all costs incurred by OPC TECHNICAL SERVICES (including any travel expenses) in relation to that order even in the event that the Customer cancels the Contract or refuses to allow OPC TECHNICAL SERVICES to provide the Services.

T7.4 Payment shall be due within 14 days of the Service being completed unless OPC TECHNICAL SERVICES agrees otherwise.

T7.5 Time for payment shall be of the essence.

T7.6 No payment shall be deemed received until OPC TECHNICAL SERVICES has received payment in pounds sterling in full and cleared funds

T7.7 When full payment of the Price is received by OPC TECHNICAL SERVICES in satisfaction of clauses T7.4 & T7.6, OPC TECHNICAL SERVICES will issue the Certificate to the Customer within seven Business Days of receipt.

T7.8 All payments due by the Customer shall become due immediately on the termination or cancellation of the Contract for whatever reason.

T7.9 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless OPC TECHNICAL SERVICES has agreed to the same in writing.

T7.10 Without prejudice to any other rights and remedies of OPC TECHNICAL SERVICES, if the Customer fails to pay OPC TECHNICAL SERVICES any sum due pursuant to the Contract, the Customer shall be liable to pay interest to OPC TECHNICAL SERVICES on such sums from the due date for payment at the rate of 8% per cent above The Bank of England reference base rate, accruing on a daily basis until payment is made, whether before or after any judgment.

T7.11 OPC TECHNICAL SERVICES will exercise the statutory right to claim interest and compensation for debt recovery costs under The Late Payment of Commercial Debts (Interest) Act 1998 if OPC TECHNICAL SERVICES are not paid according to their credit terms

T8. Access

T8.1 In order to provide the Services, the Customer shall provide to OPC TECHNICAL SERVICES:

T8.1.1 full, unrestricted and convenient access to the premises and the equipment of the Customer;

T8.1.2 necessary utilities (including mains electricity) and other normal supplies required to undertake the Services.

T8.2 The Customer shall maintain suitable public liability insurance for the duration of this Contract with a reputable insurer and shall provide a copy of the insurance policy and proof of payment of the premiums to OPC TECHNICAL SERVICES upon reasonable request.

T8.3 Prior to undertaking the Services, OPC TECHNICAL SERVICES shall undertake an initial site and risk assessment. If OPC TECHNICAL SERVICES is not satisfied as to the safety or suitability of the site or the risks prior to or during the provision of the Services, it may refuse to provide further Services at any time.

T9. Acceptance of Services

T9.1 Following the provision of the Services OPC TECHNICAL SERVICES shall provide the Customer with a report of the assessments, testing and any other recommendations ("the Report").

T9.2 Upon receipt of the Report of OPC TECHNICAL SERVICES, the Customer shall sign off the provision of the Services. Such sign off shall indicate the acceptance of the Services by the Customer.

T9.3 The Report of OPC TECHNICAL SERVICES is accurate as at the time of sign off by the Customer, and OPC TECHNICAL SERVICES accepts no liability for and shall not be responsible for any alterations to the premises and/or equipment of the Customer after the acceptance that may alter the accuracy of the Report.

T10. Warranty

T10.1 OPC TECHNICAL SERVICES adheres to all Codes and Standards relevant to the industry as required by the Institute of Engineering and Technology.

T10.2 OPC TECHNICAL SERVICES complies with all applicable laws in relation to the industry.

T10.3 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from this Contract.

T11. Limitation of Liability

11.1 This clause sets out the entire limitation (including any liability for the acts, defaults, neglect or omissions) of OPC TECHNICAL SERVICES in respect of any breach of the Contract and/or any tortious statement, act or omission including negligence arising under or in connection with the Contract.

T11.2 Nothing in these Terms and Conditions excludes or limits the liability of OPC TECHNICAL SERVICES for death or personal injury caused by the negligence of OPC TECHNICAL SERVICES and/or for any matter in respect of which it would be illegal to exclude or attempt to exclude liability and/or for fraud or fraudulent misrepresentation.

T11.3 OPC TECHNICAL SERVICES' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Contract shall be limited to the replacement cost of replacement of any equipment damaged by OPC TECHNICAL SERVICES in the provision of the Services.

T11.4 OPC TECHNICAL SERVICES shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, and depletion of goodwill or otherwise in each case whether direct or indirect or consequential, or any claims for consequential compensation however caused, which arise out of or in connection to this Contract.

T11.5 OPC TECHNICAL SERVICES shall not be held responsible for items that are damaged during testing unless they are negligent in the way that testing is carried out. OPC TECHNICAL SERVICES shall not be held responsible for equipment usage once testing has been carried out but before the site sign off has been completed.

T12. Variation

T12.1 No variation of these Terms and Conditions and the Agreement between the Parties shall be valid unless it is in writing and signed by the authorised representatives of the Parties.

T12.2 OPC TECHNICAL SERVICES reserves the right to vary these Terms and Conditions, the charges for the services and any other documents referred to in these Terms and Conditions from time to time and the Customer should check the terms and conditions on each occasion a contract is entered into with OPC TECHNICAL SERVICES.

T13. Assignment

T13.1 OPC TECHNICAL SERVICES may assign its rights or obligations under the contract or any part of it to any person, firm or company.

T13.2 The Customer shall not be entitled to assign its rights or obligations under the contract or any part of it without the prior written consent of OPC TECHNICAL SERVICES.

T14. Force Majeure

T14.1 OPC TECHNICAL SERVICES shall not be liable for any loss or damage suffered by the Customer, howsoever caused, whether direct or indirect, if it is prevented from or delayed in the carrying on of its services due to circumstances beyond the reasonable control of OPC TECHNICAL SERVICES including, without limitation, acts of God, natural disasters, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether relating to OPC TECHNICAL SERVICES' workforce or the workforce of suppliers or other contractors of OPC TECHNICAL SERVICES) or restraints or delays affecting carriers.

T14.2 For the avoidance of doubt, delays caused by road or weather conditions, telephone line and power failures, delays in obtaining equipment, parts or delays in transport of the same and other similar events shall constitute force majeure events for the purposes of this clause

T15. Severability

15.1 If any provision of these Terms and Conditions or the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severed and the remainder of such provision shall continue in full force and effect.

T16. Waiver

T16.1 Failure or delay by OPC TECHNICAL SERVICES in enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under these Terms and Conditions or the contract.

T16.2 Any waiver by OPC TECHNICAL SERVICES of any breach of, or any default under, any provision of these Terms and Conditions or the contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.

T17. Third Parties

17.1 The Parties to this contract do not intend that any term of this contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

T18. Law and Jurisdiction

18.1 The formation, existence, construction, performance, validity and all other aspects of this contract shall be governed by the law of English and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

T19. Notices

T19.1 All notices pursuant to this contract shall be in writing and delivered by hand first class post or fax to the addresses notified to the other party from time to time.

T19.2 Communications shall be deemed to have been received:

T19.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

T19.2.2 if delivered by hand on the day of delivery; or

T19.2.3 if sent by fax on a working day prior to 4.00pm, at the time of transmission, and otherwise on the next working day at 9.00am.

T20. Entire Agreement

T20.1 The Terms and Conditions and Confirmation of Order shall constitute the entire agreement between the Parties.

T20.2 Any statements, representations or warranties made orally or in writing prior to the formation of the Contract do not form part of the Contract and are superseded by these Terms and Conditions and the Confirmation of Order unless a duly authorised representative of OPC TECHNICAL SERVICES specifically confirms them in writing at the time of the despatch of the Confirmation of Order.