



Inspection Contract

# In service Inspection of plant and machinery

Allianz Engineering Inspection Services Limited

**Allianz** 



# Contents

## Inspection

Definitions	2
The Contract	3
Conditions	4
Complaints Procedure	7

Thank you for choosing Allianz Engineering.

Our technical expertise built over many years of providing engineering insurance and Inspection products and services means you can trust us to be there when you need us.

If you need further details or have any questions, your broker or local Allianz Engineering branch will be delighted to help.

### Important

The Inspection Service provided by this Contract may be varied by clauses printed in the Schedule.

Please read all the pages of this Contract and Schedules carefully to ensure that your Inspection requirements are met.

# Inspection Contract

Allianz Engineering Inspection Services Limited (referred to as 'the Inspection Company') will carry out Inspections for the Client named in the Schedule in accordance with and subject to the terms of this Contract.

Please read all the pages of this Contract and Schedule carefully to ensure that your Inspection requirements are met.

For Allianz Engineering Inspection Services Limited

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance  
Director

# Definitions

The following words and expressions have been given the Specific meaning set out below and shall have the same meaning wherever they appear in the Contract unless the context states otherwise:

## Allianz Engineering

Allianz Engineering Inspection Services Limited trading as Allianz Engineering, hereafter referred to as 'the Inspection Company'.

## Client

The person or persons named in the Schedule.

## Competent Person

An engineer surveyor employed and authorised by the Inspection Company to perform the Inspection Service.

## Contract

The Contract between the Client and the Inspection Company for the Inspection Service which includes these conditions together with the Schedule and (where applicable) any proposal made by the Client to the Inspection Company.

## Contract Period

The period of the Contract shown in the Schedule.

## Inspection Service

An Inspection of Plant by a Competent Person and (where applicable) in accordance with the requirements of such statutory regulations as apply to the Plant and the provision of a report of the Inspection by electronic mail.

## Inspection

Certain regulations require thorough examinations to be undertaken whilst others require Inspections. For the purpose of this contract, the two expressions are synonymous and the generic expression used throughout is 'Inspection'.

## Normal Working Hours

8.00 am to 6.00 pm Monday to Friday excluding public bank and local holidays.

## Plant

The machinery and equipment shown or summarised in the Schedule.

## Schedule

The Schedule attached to these conditions and forming part of the Contract.

## Sites

The locations shown in the Schedule.

## Territorial Limits

In Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and Republic of Ireland.

# The Contract

The Inspection Company shall during the Contract Period subject to earlier termination provide the Client with an Inspection Service for Plant within Normal Working Hours at the Sites within the Territorial Limits.

For the avoidance of doubt the Client acknowledges that:

- i) it is responsible for the care, custody and control of the Plant at all times
- ii) the purpose of the Inspection Service is only to identify and assess defects in the workings of the plant and where the regulations require it, the deterioration that affects the safety of the Plant but not defects in existing designs or in any proposed design changes
- iii) it is solely their obligation to ensure that the design of its Plant and any part of it is fit for purpose and reasonably safe, both by:
  - 1 arranging such analysis of its design as may be found necessary; and
  - 2 promptly rectifying any design defects of which they are or ought to be aware, including:
    - a any design defects to which any Competent Person may, without obligation, draw attention and/or
    - b by taking the Plant out of service until these matters have been attended to
- iv) unless agreed in writing between the Inspection Company and the Client, the Inspection Company will not undertake the approval or the verification of the fitness for purpose of any design or design features of the Plant or any part of the Plant and observations and recommendations made by the Competent Person on aspects of a design that affects safety, shall not imply that the Inspection Company accepts any responsibility for the fitness for purpose of the design
- v) unless agreed in writing between the Inspection Company and the Client, the Inspection Company shall not:
  - 1 carry out any witnessing of ultrasonic, radiographic or other tests of a non-routine nature or any proof load, load, stability, anchorage or similar tests
  - 2 specify, re-inspect, verify or approve repairs unless agreed in writing between the Inspection Company and the Client or unless required to do so by a Regulation
- vi) the Inspection Company has and accepts no responsibility for damage sustained by the Plant as a result or the failure of the Plant to withstand a test applied as part of the Inspection Service
- vii) Statutory regulations made under the Health and Safety at Work Act 1974 require the Client to have the plant inspected. The provision of the Inspection Service does not relieve the Client of the responsibility.

# Conditions

## 1 The Inspection Company shall:

- 1.1 carry out the Inspection Service with all due care in a safe manner
- 1.2 comply with the Client's safe systems of work as notified to the Competent Person
- 1.3 provide the Inspection Service within Normal Working Hours
- 1.4 give the Client reasonable prior notice of its intention to attend Sites and where applicable, advise the Client of the need to prepare the Plant for Inspection
- 1.5 produce a report as soon as is reasonably practicable and in any event not later than 14 days following completion of an Inspection.

## 2 The Inspection Company may:

- 2.1 appoint sub-contractors to carry out the whole or any part of the Inspection Service when absolutely necessary to maintain the service
- 2.2 decline to carry out an Inspection if in its opinion, to do so would pose a risk to the health, safety or welfare of the Competent Person or to the Client or to any other person who may be affected
- 2.3 make a charge in addition to the Fee shown in the Schedule if:
  - i) the Client requests and the Inspection Company agrees to carry out an Inspection outside Normal Working Hours
  - ii) for safety reasons more than one Competent Person is necessary to carry out the Inspection
  - iii) the Client requires Inspection reports in paper form or requires a special reporting regime
  - iv) the Client requires the Competent Person to undertake induction sessions, training or to comply with permit to work or other risk assessment regimes or procedures specific to the Client's own health, safety and welfare procedures of which the Inspection Company was not made aware when the contract was established or renewed
  - v) the Client fails to prepare or make the Plant available to the Competent Person on an agreed pre-appointed date and time

- vi) the Competent Person is delayed from commencing an Inspection by more than 15 minutes because the Client has failed to comply with their obligations under Section 3 of this contract
- vii) the Competent Person is delayed from leaving the Sites by more than 15 minutes because of the Client's requirements for services including but not limited to on-site meetings, verbal or written reports that are additional to the contract.

## 3 The Client shall:

- 3.1 provide the Competent Person with:
  - i) safe access to the Sites
  - ii) a safe working environment on the Sites
  - iii) a safe physical means by which to gain access to carry out the Inspection of the Plant
- 3.2 properly prepare, clean, cool, decommission and dismantle the Plant as necessary to enable the Competent Person to carry out the Inspection
- 3.3 reassemble the Plant following completion of the Inspection
- 3.4 co-operate with and upon request provide the Competent Person with such information and data relating to the Plant as he requires to conduct the Inspection Service
- 3.5 provide the Inspection Company with a minimum of two working days notice in writing of the intention to cancel or postpone a planned Inspection. When such notice is not provided, the Inspection Company shall be entitled to charge up to a maximum of one man-day at the Inspection Company's standard rate
- 3.6 Notify the Inspection Company either on or before the renewal date of the Contract of its intention to renew such Contract. In the event that the Client decides to allow the Contract to lapse but fails to notify the Inspection Company prior to any Inspection Service being undertaken, the Client shall be liable to pay for the Inspection Company's fee.

## 4 Fees

The Inspection Company and the Client agree that:

- 4.1 the Client will pay the amount shown in the Schedule (the Fee)
- 4.2 the Fee is calculated on Plant as notified to the Inspection Company by the Client at the start of the Contract Period
- 4.3 the Client may add or delete individual items of Plant from the categories of Plant shown in the Schedule during the Contract Period
- 4.4 the Fee will be adjusted at the end of the Contract Period to take account of any Plant added or deleted during the Contract Period
- 4.5 the Client will pay or the Inspection Company will refund the difference between the Fee and the adjusted Fee as the case may be
- 4.6 all Fees shall be subject to value added tax at the appropriate rate.

## 5 Termination of Contract

- 5.1 The Inspection Company may terminate the Contract on 30 (thirty) days notice. If the Client has paid the Fee in full the Client shall be entitled to a refund of the Fees in respect of Inspections outstanding.
- 5.2 Either the Client or the Inspection Company may terminate the Contract by giving written notice to the other if the other:
  - i) commits any breach of the Contract and fails to remedy the breach within 30 days after being required to do so.
  - ii) goes into liquidation.
  - iii) (in the case of an individual or partnership) the individual or individuals become(s) bankrupt, make(s) a voluntary arrangement with his or their creditors or has/have a receiver or administrator appointed.

## 6 Confidentiality

- 6.1 Unless otherwise agreed, each Party shall keep confidential the terms of the Contract and all information that it may acquire in relation to the business or affairs of the other Party. Neither Party shall use the other Party's information for any purpose other than to perform its obligations under this contract.
- 6.2 The Inspection Company shall in the case of:
  - i) a merger between two or more Clients or the purchase of one Client by another, make the Inspection information available to all relevant parties subject to approval in writing from the principal Client or new owner or their appointed Agent
  - ii) a de-merger or sale where all parties remain Inspection Clients, make the Inspection information available to all relevant parties subject to approval in writing from the organisation holding the original contractual rights.

## 7 Indemnity

The Client shall indemnify and keep the Inspection Company indemnified in respect of any claims made against and all damages, costs and expenses suffered or incurred by the Inspection Company as a result of any third party claim arising out of the Client's failure to comply with its obligations under the Contract.

## 8 Liability for Defective Services

- 8.1 In substitution for all rights which the Client would or might have but for the Contract, the Inspection Company undertakes that if an Inspection is performed in a defective or erroneous manner then the Inspection Company will at its discretion either credit to the Client the Fee paid by the Client and attributable to the Inspection or re-perform the Inspection (save as to the time of performance).
- 8.2 Except in the case of death or personal injury caused by the Inspection Company's negligence or in other circumstances where liability may not be so limited under applicable law, the Inspection Company's liability under or in connection with this Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the sum of £25,000,000 (twenty five million pounds).
- 8.3 Neither the Inspection Company nor the Client shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

## 9 General

- 9.1 If any provision in the Contract is held by any competent court to be unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 9.2 English law shall apply to the Contract and the parties agree to submit to the exclusive jurisdiction of the English Courts.

# Complaints Procedure

Our aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly.

Any enquiry or complaint you have regarding your Inspection Contract should be addressed either to the intermediary who arranged the Contract for you, or to the office of the Inspection Company which issued the Contract, or to your usual commercial or technical contact within the Inspection Company. Please have the details of your Contract ready and in particular your Contract Number to help us to deal with your enquiry speedily.

Should you be dissatisfied with the way in which a complaint has been dealt with, please contact your Regional Business Manager at:

**Northern 0161 831 3000** (including Scotland and N. Ireland)

**Midlands 0121 200 1558**

**Southern 0207 264 1530** (including the Republic of Ireland)

If you are still not satisfied, contact:

## **Customer Satisfaction Manager**

Allianz Engineering  
Head Office  
Haslemere Road  
Liphook  
Hampshire  
GU30 7UN  
UK

**Tel:** 01428 722407

**Fax:** 01428 724824

**E-mail:** customer.satisfaction@  
allianzengineering.co.uk

This page is intentionally blank



[www.allianzengineering.co.uk](http://www.allianzengineering.co.uk)

Allianz Engineering Inspection Services Ltd.  
Registered in England number 5441840.  
Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB. United Kingdom

Form No. NV/09/04



005

ACEI281/13 06.08