

TVR High Rise Conservation Limited

Steeplejacks • Lightning Conductors • High Rise Maintenance • Demolition
Property Repairs • Small Works • Restoration • Heritage • Conservation

TECHNICAL DEPARTMENT

Email: tvr@steeplejacks.co.uk

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LIGHTNING CONDUCTOR TEST

CERTIFICATE

NO: 104466

Issued to: ASTON PARISH CHURCH
WITTON LANE
BIRMINGHAM
B6 6QA

In accordance with the recommendations of the British Standard Code of Practice BSEN 62305 - "The Protection of Structures against Lightning," and the British Standards Institution BS 7430:1991 - "Earthing," we certify that we have examined and electronically tested the Lightning Conductor system(s) installed on the structure mentioned below and that the installation(s) is (are) mechanically sound and the measured ohmic resistance is as stated.

DATE TESTED: 2ND December 2020

INSTRUMENT: 4801130

READINGS IN Ohms

E1 = 9.84 E2 = 6.29

On behalf of TVR

SIGNED



TVR TERMS AND CONDITIONS

1. Unless otherwise expressly agreed in writing by a director of TVR these terms and conditions together with any Special Conditions agreed between the parties in writing on shall apply to the contract and no goods shall be supplied or works carried out by TVR except in accordance with these conditions, which supersede any earlier sets of conditions appearing in TVR's catalogue or elsewhere. These conditions shall constitute the entire terms and conditions of the contract between the customer and TVR and, in the event of any conflict, these conditions shall override and prevail over any terms and conditions stipulated, incorporated or referred to by the Buyer whether in the order or any negotiations or otherwise.

2. Unless expressly incorporated in TVR's quotation or tender all descriptions, illustrations, drawings, dimensions, specifications, standards of performance or descriptive matter or pre-contractual statements shall not form part of the contract.

3. Prices quoted by TVR to the customer will be valid for thirty days only from the date of the quote and TVR reserves the right to increase prices, packaging specifications together with any variation of quotations due to changes on site without prior notification. VAT is to be added to prices quoted for mainland UK and Northern Ireland.

4. Any time or date named by TVR delivery of any goods or for completion of works is given as a forecast in the light of prevailing conditions and is given and intended as an estimate only. If notwithstanding TVR's best endeavours TVR fails to dispatch or deliver the goods or completes agreed works by such time or date as specified in the quotation, such failure shall not constitute a breach of contract and TVR shall not be liable to the Customer to make good or any damage or loss whatsoever whether arising directly or indirectly out of any delay in delivery or completion of works. In the event that for any reason TVR is unable to supply any goods on or at the time or date named for delivery or complete the works, such time or date shall be postponed for a reasonable time.

5. The customer shall inspect any goods supplied immediately upon delivery thereof to him and shall:

- On goods delivered outside England and Wales within 14 days or,
- On all goods delivered within England and Wales within 7 days carry out such inspection and give notice in writing to TVR or any matter, thing, defect which he alleges that the goods are not in accordance with the contract.

6. The Customer acknowledges that on execution by an employee, agent or servant of the customer of the specification (Completion, Certificate & Specification) form the customer accepts that all works have been performed in a satisfactory manner in accordance with the original quotation and cannot withhold payment for whatever reason whatsoever.

7. Save in respect of death or personal injury arising from the negligence of TVR its servants or agents, TVR shall not be liable for any claim or claims for direct or indirect consequential or incidental injury, loss or damage made by the Customer against TVR whether in contract or tort (including negligence on the part of TVR its servants or agents) arising out of or in connection with any defects in the goods, works or any act, omissions, neglect or default (whether or not the same constitutes a fundamental breach of contract or breach of a fundamental term thereof) of TVR its servants or agents in the performance of this contract. If TVR is found to be liable or admits its liability the liability should be limited to the value of the invoice to which the claim relates.

8. The Customer accepts that the person acknowledging receipt or goods executes the specification form is an employee or agent of the Customer.

9. In the event the Customer fails for any reason to accept delivery of the goods, TVR shall be entitled to store the goods until the actual delivery and the Buyer shall be liable to the Seller for the reasonable costs of storage and insurance.

10. No order that has been accepted by TVR can be cancelled. Goods may not be returned by the Customer to TVR without prior written agreement. Any such goods must be returned accompanied by a goods returns note stating TVR's advice note number and invoice number on which the goods were originally supplied. Where a handling charge applies this will be notified by TVR to the Customer in writing prior to the return of the goods.

11. All accounts are payable on demand. In the absence of demand, payment in full for the goods supplied shall be made by the Customer to TVR within 14 days of the date of the invoice. Furthermore, TVR shall be entitled to charge interest and compensation pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 on all overdue balances TVR shall also be entitled to charge such reasonable costs as it may incur in recovering any overdue balances.

12. The time within which the Customer is to pay for the goods or the works shall be of the essence of this contract and in the event that the Customer shall fail to make payment by the due date, all sums due to TVR from the Customer under this or any other contract for the supply of goods or performance of any works shall forthwith become due and payable to TVR.

13. The risk in respect of all goods sold and materials supplied under this contract shall pass to the Customer upon dispatch of the goods by TVR from TVR's premises, notwithstanding agreement by TVR to bear the cost of delivery or to deliver.

14. Title in the goods shall not pass until the purchase price of the goods has been paid or satisfied in full under this or any other contract, if by cheque then only on clearance, notwithstanding the delivery of the same and the passing or risk therein. The Customer shall store the goods in such a way that they can readily be identified as TVR's property. Upon any sale of the goods by the Customer all rights which have against the buyer shall be vested in TVR who shall be entitled immediately after giving notice of their intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods they have title under this clause.

15. TVR retains a general lien on any of the Customer's equipment or other goods in TVR's possession for any unpaid balance for the Customer TVR.

16. TVR is not liable in respect of conditions or warranties whether expressed or implied, that have not been confirmed by them in writing. TVR shall not be liable in respect of consequential loss.

17. Notwithstanding any other provision of this agreement, nothing in this agreement shall confer, nor is it intended to confer, a benefit of any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 of any other purpose.

18. This contract shall be governed by English law and the parties hereto shall submit to the jurisdiction of the English Courts.

19. TVR require 30% of the total contract price, plus VAT before the commencement of any works or delivery of goods.