

## Radon Measurement –Specific Terms

These Specific Terms, together with PHE’s Terms and Conditions for the Supply of Goods and/or Services dated 5<sup>th</sup> October 2018, as amended from time to time, Privacy Policy for PHE’s Radon Services and the Specification will apply to any contract between us for the sale of Radon Measurement Services listed on our UK Radon website to you (**Contract**).

In the event of any conflict between these Specific Terms and PHE’s Terms and Conditions for the Supply of Goods and/or Services, these Specific Terms shall prevail.

### 1 RADON MEASUREMENT PACK AND TEST RESULT REPORT

1.1 The Radon Measurement Pack shall comprise of the specified number of, radon detector(s), instructions on how to use the radon detector(s) (**Instructions**), and a pre-paid envelope.

1.2 The Instructions shall also set out how you send the radon detector(s) back to us for analysis of the level of radon detected by the radon detector.

1.3 You must comply with the Instructions when using the radon detectors and any other relevant information given to you as may be relevant to this service. If you are not able to comply with the Instructions for any reason, you must contact us within ten (10) days of receipt of the radon detectors so that we may advise you further as appropriate.

1.3.1 Once we have received the radon detector back from you, we shall measure the radon level recorded by the radon detector(s) and prepare a written test result report for you. We shall use our reasonable endeavours to issue the test result report to you within twenty (20) working days from the date we receive the radon detector(s) back from you.

1.3.2 Unless written instructions to the contrary are supplied, your test result report shall only be made available to you and the following parties:

- (a) in the case of a business, the employer or any other authorised person within the business;
- (b) in the case of a domestic property, the landlord, any legal representative or any other person sharing occupancy of the address being tested during the measurement period.

Evidence of the right to have a copy of the test result report may be requested.

1.3.3 The test result report will only be issued to the person named in the order unless you advise in writing to the contrary.

1.3.4 Your test results will be included in summary data that is published periodically by us (**Summary Data Publication**). We undertake to comply with all relevant data protection legislation and not publish any personal details, including addresses, in our Summary Data Publication(s).

### 2 OWNERSHIP AND RISK

- 2.1 The radon detector(s) shall at all times remain our property, and you shall have no right, title or interest in or to the equipment (save the right to possession and use of the radon detectors subject to the Contract).
- 2.2 The risk of loss, theft, damage or destruction of the radon detector(s) shall pass to you on delivery. The radon detector(s) shall remain at your sole risk until you return the radon detector(s) back to us.
- 2.3 If applicable, you should ensure that you have any necessary insurances in place, at your own expense, that cover the full replacement value of the radon detector(s).
- 2.4 You shall give immediate written notice to us in the event of any loss, accident or damage to the radon detector(s) arising out of or in connection with your possession or use of the radon detector(s). If you require replacement radon detector(s), the full price as listed on the relevant webpage for such replacements will be payable.

### **3 DELIVERY AND DELIVERY CHARGES**

- 3.1 The delivery cost of the Radon Measurement Pack is included in the total price quoted to you. This price also includes the costs of returning the radon detector(s) to us.

*Clause 4.2, 4.3 and 4.4 only apply if you are a private individual (consumer).*

- 3.2 If we miss our standard 10 working day delivery deadline for the Radon Measurement Pack then you must contact us as soon as possible. In addition to any cancellation rights that you may have, you may cancel your order if any of the following apply:
  - (a) we have refused to deliver the Radon Measurement Pack;
  - (b) delivery within two weeks was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 3.3 If you do not wish to cancel your order, or do not have the right to do so under the terms of our Contract with you, you can order replacement radon detector(s) at no extra charge.
- 3.4 If you do choose to cancel your order for late delivery under the terms of our Contract with you, and if the Radon Measurement Pack(s) have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your order we will refund any sums you have paid to us for the cancelled Radon Measurement Pack(s) and their delivery.

### **4 YOUR USE OF THE RADON DETECTORS**

- 4.1 You shall during the term of the Contract between you and us:

- (a) ensure that the radon detector(s) is kept in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner in accordance with the Instructions provided by us;
- (b) if you are a business or a private landlord, take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the radon detector(s) is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (c) keep the radon detector(s) casing intact and closed throughout the test and make no alteration to the radon detector(s) or remove any existing component(s) from the radon detector(s);
- (d) keep us fully informed of all material matters relating to the radon detector(s);
- (e) not, without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the radon detector(s) or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (f) not do or permit to be done any act or thing which will or may jeopardise our right, title and/or interest in the radon detector(s);
- (g) not suffer or permit the radon detector(s) to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the radon detector(s) is so confiscated, seized or taken, you shall notify us and you shall at your sole expense use best endeavours to procure an immediate release of the radon detector(s) and shall indemnify us on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (h) not use the radon detector(s) for any unlawful purpose;
- (i) ensure that at all times the radon detector(s) remains identifiable as being PHE's property; and
- (j) return the radon detector(s) to us in accordance with the Instructions enclosed within the Radon Measurement pack.

4.2 You acknowledge that we shall not be responsible for any loss of or damage to the radon detector(s) arising out of or in connection with any negligence, misuse, mishandling of the radon detector(s) or otherwise caused by you.

4.3 If you are a business or a private landlord, upon termination of the Contract, however caused:

- (a) our consent to your possession of the radon detector(s) shall terminate and we may, by our authorised representatives, without notice and at your expense, retake possession of the radon detector(s) and for this purpose may enter any premises at which the radon detector(s) is located; and
- (b) without prejudice to any other rights or remedies that you may have, you shall pay us on demand any costs and expenses incurred by us in recovering the radon detector(s).