



## 4.06.10 - Hydrotech Services Limited – Standard Terms & Conditions

### INTERPRETATION

- 1.1 “Customer” means the person named on the attached Proposal for whom Hydrotech Services Ltd has agreed to provide the Specified Services in accordance with these Conditions
- 1.2 “Contract” means the contract for the provision of Specified Services comprising the Proposal the Pre-Contract Guidance Notes and these Terms and Conditions
- 1.3 “Cost” means the charges shown in the Proposal and the charges determined in accordance with the Pre-Contract Guidance Notes and/or these Conditions (exclusive of VAT)
- 1.4 “Hydrotech” means Hydrotech Services Limited, Registered Office- Unit 19 Home Farm, Petersfield Road, Ropley, Hampshire SO240EF.
- 1.5 “Proposal” means the document to which these Conditions are appended
- 1.6 “Specified Services” means the products/services to be provided by Hydrotech Services Limited to the Customer as set out in the Proposal
- 1.7 “VAT” means value added tax or any substitute or similar sales tax

### 2.0 CHARGES & PAYMENT

- 2.1 Unless otherwise agreed or determined in accordance with these Terms and Conditions or specified in the Proposal Hydrotech shall provide the Specified Services in accordance with this Contract and the Customer shall pay the Cost and any additional sums which are agreed between Hydrotech and the Customer for the provision of the Specified Services or which in Hydrotech Services Limited sole discretion are required as a result of the Customer’s instructions or lack of instructions from the Customer or any other cause attributable to the Customer as a consequence of its non-compliance with the Pre-Contract Guidance Notes
- 2.2 All Costs are payable in pounds sterling and are exclusive of VAT and all other taxes and duties for which the Customer shall be additionally liable at the applicable rate from time to time
- 2.3 Hydrotech Services Ltd will assume that the customer is an end user or intermediary supplier unless notified otherwise for the purpose of the VAT reverse charge
- 2.4 Hydrotech Services Limited reserves the right at any time to require payment in advance in whole or part or parts from the Customer and if so requested Hydrotech shall not be required to undertake the Specified Services until any such required payment or payments shall have been made
- 2.5 The Cost and any additional sums payable shall be paid by the Customer (together with any VAT) and without any set-off or other deduction within 30 days of the date of Hydrotech Services Limited invoice (time of the essence) and in the event of any non-payment of any invoice Hydrotech shall be entitled at its absolute discretion to cease and suspend the provision of the Specified Services until such time as the outstanding invoice shall have been paid and this will without prejudice to any other provision herein and shall not constitute a breach of Contract by Hydrotech



- 2.6 If payment is not made on the due date Hydrotech shall be entitled without limiting any other rights it may have to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Barclays Bank PLC from the due date until the outstanding amount is paid in full
- 2.7 If the Customer requests Hydrotech to undertake additional works or to provide additional goods or Services which are not provided for within the Proposal or which constitute additional cost to Hydrotech as provided for within the Pre-Contract Guidance Notes the Customer shall in addition pay Hydrotech's additional charges which Hydrotech shall specify for such additional goods and services and shall pay the same at Hydrotech's discretion either prior to the carrying out of such additional works or the supply of any additional goods or within 30 days of invoice (time of the essence)
- 3.0 RETENTION OF TITLE AND SUPPLY OF GOODS
- 3.1 In the event that any Specified Services set out in the Proposal is or are unavailable Hydrotech reserves the right to supply such alternative product items or service of a similar nature to those specified in the Proposal provided that the replacements are suitable for purpose as reasonably determined by Hydrotech Services Ltd
- 3.2 Goods and/or materials delivered by Hydrotech to the Customer shall remain the sole and absolute property of Hydrotech as legal and equitable owner until such time as all the money due to Hydrotech has been paid to Hydrotech but shall be at the Customer's risk from the time of delivery to any carrier by Hydrotech
- 3.3 The Customer warrants to Hydrotech that it is not at the time of entering into this Contract insolvent and knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for the winding up or to exercise any other rights over and against its assets
- 4.0 WARRANTIES AND LIABILITY
- 4.1 Hydrotech shall not be liable to the customer for the death of or injury to the customer or as its agents of employees or for any loss or damage to the customer's property unless due to the negligence or other failure of Hydrotech to perform its obligations under this contract or under the general law
- 4.2 Hydrotech liability if any in respect of any claim for loss and/or damage caused by the supply of defective goods or items or services (including without limitation chemicals or plant) shall be limited to the replacement cost of the goods or items (subject to any warranties of the supplier which Hydrotech shall pass onto the Customer)
- 4.3 Hydrotech shall not be liable for any delay loss of damage incurred by the Customer arising in the event of a national emergency, war, prohibitive regulation, strike industrial action, lock out or any other cause beyond the reasonable control of Hydrotech which would render (in whatsoever manner) the performance of this Contract impossible and that in such circumstances either party shall notify the other promptly of the nature and extent of the circumstances in question and neither party shall be deemed to be in breach of this Contract in the event that it has notified the other party and time for the performance of that obligation shall be extended accordingly



- 4.4 Hydrotech shall not be liable at all to the Customer in respect of any claim for the failure to supply and/or loss and/or damage howsoever caused due to incomplete and/or inaccurate information being supplied by the Customer
- 4.5 Hydrotech shall not in any circumstances be liable for any consequential losses loss of profit or any indirect special or consequential loss or damages incurred by the Customer arising as a consequence of any act default non observance non-performance or non-compliance by Hydrotech of its obligations hereunder
- 4.6 The maximum liability of Hydrotech hereunder in any year in respect of any one event or series of connected events shall not exceed a sum equivalent to the total of the sums actually paid by the Customer under or pursuant to the Contract
- 4.7 For works relating to Heating and Chilled water systems The Company assumes that there are no flexible pipes that are polythene lined within the system. We cannot be held responsible for any damage caused to the system if prior notice is not received in writing
- 4.8 For works relating to Heating and Chilled water systems The Company assumes that there is no aluminium content within the system. We cannot be held responsible for any damage caused to the system if prior notice is not received in writing
- 4.9 Disinfections/chlorination's: despite being carried out in accordance with current guidelines, analysis may reveal bacterial contamination to be in excess of statutory limits. This can occur due to fouling within the system providing areas of hideout for micro organisms and subsequently being dislodged during the flushing process, contamination may also arise from external supply sources. Additional/repeat work will be charged for at additional cost to the customer.
- 4.10 legionella risk assessments are based on information known to Hydrotech Services Limited on the date of survey. Hydrotech Services Limited accepts no responsibility for any loss or claim arising from information contained within this or any other associated document
- 4.11 Hydrotech reserve the right to allow our client fourteen days in which to notify Hydrotech of any inaccuracies contained within the legionella risk assessment documentation or changes that should be made, after which it will be assumed that our client has accepted the documentation to be satisfactory and fully complete.
- 5.0 TERMINATION
- 5.1 If the provision of the Specified Services shall be on an ongoing basis (rather than a specific task or a specific sale) then either party shall be entitled to terminate the Contract at any time by giving not less than three months written notice to the other
- 5.2 Either party may (without limiting any other remedy) at any time terminate the provisions of the Specified Services by giving written notice to the other if the other commits any material breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so or if the Customer goes into or Hydrotech has reasonable grounds to consider that the Customer may go into liquidation receivership administration or any other form of insolvency or (in the case of an individual or firm) becomes bankrupt makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed





- 5.3 Where the Customer terminates the Contract under clause 5.1 the Customer shall indemnify Hydrotech against any commitments liabilities or expenditure which would otherwise represent an unavoidable cost or loss to Hydrotech by reason of the determination of the Contract Hydrotech shall submit a fully itemized and costed list of such costs or loss (with supporting evidence of the losses incurred as a result of termination) and such payment shall be made by the Customer within seven days of written demand
- 6.0 GENERAL
- 6.1 These Conditions together with the Proposal and Pre-Contract Guidance Notes constitute the entire agreement between the parties and supersede all previous agreements or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- 6.2 Any notice required or permitted to be given by either part to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice
- 6.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision
- 6.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder if provision in question shall not be affected
- 6.5 Hydrotech may assign sub-contract or delegate all or any of its rights or obligations under this contract to any group, company or otherwise without the Customers prior consent
- 6.6 In the event of any conflict between the Proposal the Pre-Contract Guidance Notes and these Conditions the latter shall prevail
- 6.7 English law shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the English Courts
- 6.8 All sums specified herein are exclusive of value added tax which shall be payable thereon by the Customer at the current rate
- 6.9 This Contract is personal to the Customer and is not capable of assignment or any other disposition other than with the prior written approval of Hydrotech
- 6.10 Hydrotech rights reserved. No part of the format and content of the risk assessment documentation may be reproduced, stored in a retrieval system or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Hydrotech
- 6.11 Wherever any chlorination or disinfection work is required the taking of samples will only be carried out where specifically requested on the received written order. An order received for these works will in no way obligate Hydrotech to take samples unless specifically requested in a tender document
- 6.12 In agreeing the works the Customer confirms that it has received, read and understands this Contract (including without limitation the Terms and Conditions Proposal and Pre Contract Guidance Notes