

Calibre Environmental Limited - Specialist Water Treatment

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Calibre Environmental Limited Standard Terms and Conditions

Definitions

In this Agreement the following words have the following meanings:

- "Agreement" means the agreement between the Customer and the Contractor as described in these terms of business and the Quotation.
- "Contractor" means the individual or company who is to provide the Services to the Customer.
- "Customer" means the person(s) who purchase the Services from the Contractor.
- "Goods" means as described in the Quotation and all incidental materials used for the carrying out of the Services.
- "Normal Working Hours" means between the hours of 8 am and 5 pm, Monday to Friday excluding Bank Holidays.
- "Quotation" means documentation issued by the Contractor that sets out the Services.
- "Regulations" means the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008.
- "Services" means the works as described in the Quotation.

A) Notice of the Right to Cancel

1. The Customer has the right to cancel the Agreement by personally delivering or sending (including by electronic mail) the cancellation notice attached to the Quote at any time within 7 days starting with the date of receipt by the Customer of this notice ("Cancellation Period").
2. The notice of cancellation is deemed to be served as soon as it is posted or sent to the Contractor or in the event of use of electronic mail the day it is sent to the Contractor.

B) Quote and Price

1. The price for the Services and the Goods shall be quoted in the Quotation and shall be exclusive of any value added tax.
2. The Quotation may be accepted at any time within a period of 60 days from the date of Quotation and, if not accepted within such a period, shall lapse and require confirmation of the Quotation is still valid.
3. Unless otherwise stated, the Quotation does not cover any work by other trades. If work by other trades is specified within the Quotation, the Contractor reserves the right to nominate sub-contractors to effect the same at its discretion.
4. The Customer warrants that:
 - a. All necessary licences, authorities or planning permissions, including the consent of the landlord have been obtained and any costs involved met by the Customer.
 - b. Unrestricted access to any premises will be given by the Customer to the Contractor in order that the Services may be undertaken.
 - c. The Contractor has the use of all necessary facilities at the Customer's premises in order that the Contractor can undertake the Services.
 - d. Any additional costs incurred by the Contractor as a result of this clause not being strictly observed, may result in an additional charge.
5. Any defects or deficiencies found in an existing building or in an existing system which requires attention for the satisfactory completion of the Services or to satisfy statutory requirements and not specifically referred to in the Quotation shall be the responsibility of the Customer. If the parties agree that any part or the whole of such work is to be carried out by the Contractor it shall be the subject of a separate Quotation or be charged as an extra on a time and materials basis.
6. The Customer undertakes to prepare the premises or the site upon which the Services are to be performed as agreed with the Contractor before the Contractor commences the Services which, for the avoidance of doubt, includes without limitation all furniture and all floor coverings. For the avoidance of doubt, the Contractor shall not be obliged to repair or make good the premises or site upon which the Services are to be performed after completion of the Services.

C) Payment Terms

1. Payment of the price and VAT for the Services is due within 30 days of the date of the invoice, where interim payments are required the Contractor will issue invoices in the stages as set out in the Quotation.
2. Time for payment shall be of the essence.
3. No sums due under this Agreement shall be deemed to have been paid until the Contractor has received payment in cash or cleared funds.
4. If any sum from the Customer to the Contractor under the Agreement is not paid on or before the due date for payment then the Contractor shall be entitled to charge the Customer interest calculated on a daily basis on all overdue amounts until actual payment at the rate of eight per cent (8%) per annum above the Bank Of England base rate prevailing from time to time until payments are made in full.
5. If the Customer disputes any invoice or other statement of monies due, the Customer shall immediately notify the Contractor in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Contractor shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within 30 days of the Customer giving notice to the Supplier, the dispute shall be resolved in accordance with clause C).6. Where only part of an invoice is disputed (including but not limited to dispute(s) relating to third parties used to supply the Services), the undisputed amount shall be paid on the due date as set out in clause C).1.
6. In the case of a dispute relating to any invoice issued by the Contractor relating to Goods and/or Services supplied under this Agreement the matter may be referred to an independent firm of chartered accountants agreed on by the parties, or, if agreement is not reached within five working days of either party giving notice to the other that it wishes to refer a matter to an independent firm of chartered accountants, such independent firm of chartered accountants as may be nominated by the President for the time being of the Institute of Chartered Accountants of England and Wales on the request of either party.
7. The parties are entitled to make submissions to the independent firm of chartered accountants including oral submissions and will provide (or procure that others provide) the independent firm of chartered accountants with all such assistance and documents as the independent firm of chartered accountants may reasonably require for the purpose of reaching a decision. Each party shall with reasonable promptness

supply each other with all information and give each other access to all documentation and personnel, as the other party reasonably requires to make a submission under this clause.

8. The parties agree that the independent firm of chartered accountants may in its reasonable discretion determine such other procedures to assist with the conduct of the determination as it considers appropriate, including (to the extent it considers necessary) instructing professional advisers to assist it in reaching its determination.
9. The independent firm of chartered accountants shall act as an expert and not as an arbitrator. The independent firm of chartered accountant's decision shall be final and binding on the parties in the absence of fraud or manifest error.
10. The independent firm of chartered accountant's fees and any costs properly incurred by it in arriving at its determination (including any fees and costs of any advisers appointed by the independent firm of chartered accountants) shall be borne by the parties in equal shares or in such proportions as the independent firm of chartered accountants shall direct.

D) Services

1. The Contractor shall make use reasonable endeavours to carry out the Services within the time period stipulated in the Quotation or if no time period is stipulated within a reasonable time, the time period for completion of the Services shall not be of the essence.
2. Due to changes in the design or modifications by the manufacturers of Goods or materials or through lack of availability, the Contractor may not be able to supply the equipment originally specified in the Quotation. In such event the Contractor shall not be responsible for the supply of the same save that the parties may agree for the supply by the Contractor of a satisfactory and reasonable alternative item and the price shall be adjusted accordingly.
3. Unless expressly otherwise stated, where drawings are submitted with the Quotation they shall be for demonstration purposes only. They should not be relied upon by the Customer and they are not prepared to specifically show the type or precise position of construction or installation.
4. The Customer warrants that any specifications they supply to the Contractor for the completion of the Services or in relation to any Goods or material to be supplied during the performance of the Services will be accurate and complete in all material respects.
5. Any drawings or designs prepared by persons other than the Contractor or any supplies and any extra work necessary caused by defects in such drawings or designs shall be charged as an extra under Clause B).3 on a time and materials basis or be the subject of a separate Quotation.

E) Title and Risk

1. Risk in any Goods or materials used to complete the Services shall pass to the Customer immediately upon the items being delivered to the Customer, for the avoidance of doubt, any necessary replacement Goods or materials will not be included in the Quotation and the Customer will be charged an additional charge for any replacements Goods or materials.
2. Full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Contractor (even though they have been delivered and risk has been passed to the Customer) until:
 - a. Payment in full, in cash or cleared funds, for all the Goods has been received by the Contractor.
 - b. All other money payable by the Customer to the Contractor on any other account or under the Agreement or any other agreement has been received by the Contractor.
 - c. Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer.
 - a. The Customer shall hold the Goods on a fiduciary basis as the Contractor's bailee.
 - b. The Customer shall store the Goods at its premises in a proper manner in conditions which adequately protect and preserve the Goods and shall insure them without any charge to the Contractor.
 - c. The Contractor may at any time, on demand and without prior notice, require the Customer to deliver the Goods up to the Contractor and the Contractor may repossess and resell the Goods if any sum due to the Contractor from the Customer under the Agreement on any other account or under any other agreement is not paid when due.
 - d. The Customer grants the Contractor, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated (due to non-payment or otherwise), to recover them.

F) Guarantees and Exclusions

1. Subject to Clause F).4, the Contractor warrants that all Goods and materials supplied by him, if ordered by description and/or specification, shall correspond to that description.
2. Subject to clause F).4, the Contractor warrants (and subject to the other provisions of these conditions) the Services shall be performed with reasonable skill and care.
3. Subject to Clause F).4, the Contractor warrants that (and subject to the other provisions of these conditions) the Goods shall:
 - a. Be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
 - b. Be reasonably fit for the express purpose set out in the Quotation.
4. The Contractor shall not be held in breach of this Agreement, and shall not be liable to the Customer for any loss or damage suffered or incurred by the Customer or any other third person as a result of:
 - a. Any failure to provide the Services in accordance with this Agreement as a result of any act or omission of the Customer, which for the avoidance of doubt, includes any inaccurate or incomplete specifications.
 - b. Any failure to provide the Services in accordance with this Agreement as a result of the Contractor's compliance with any instruction or direction given by the Customer if the Contractor has informed the Customer before it complies therewith that, in its opinion, that instruction or direction will inhibit performance of the Services.
 - c. The absence of any consent required to be obtained by the Customer.
 - d. The negligence of any consultant, professional adviser, contractors or person other than the Contractor and its sub-contractors employed by the Customer to provide the Services at the Customer's specific request.
 - e. Any defects arising because the Customer failed to follow the Contractor's and / or manufacturer's oral, written instructions or recommendations.
 - f. The Contractor has informed the Customer of any defects in the Goods or materials required to carry out the Services prior to them being used in the Services.
5. The Contractor shall use its reasonable endeavors to assign the benefit of any warranty it receives in relation to the Goods from its supplier to the Customer but subject to clauses F).1 and F).3, the Contractor shall not be liable for any claim or claims for any damages whether direct, indirect, special or consequential or economic damage of loss arising from any breach of this Agreement or any defect(s) in the Goods.
6. Subject to clause F).8, if the Customer establishes to the Contractor's reasonable satisfaction that, due to the Contractor's own act or omission, the Contractor has failed to perform the Services in accordance with this Agreement, then the Contractor shall at its sole option remedy such breach:

- a. By re-executing the relevant part of the Services free of charge up to the amount of the contract price received by the Contractor for the provision of such Services (exclusive of any value added tax).
- b. By repaying or crediting the Customer that part of the contract price paid by the Customer to the Contractor relating to the provision of the relevant part of the Services (exclusive of VAT).
7. The Customer must notify the Contractor in writing of any claims under Clause F within 90 days of the date when the relevant Services were performed.
8. Subject to clause F).9, the Contractor shall not be liable to the Customer or any third party for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, damage to property, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
9. Nothing in this agreement limits or excludes the liability of the Contractor for death or personal injury resulting from negligence, for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier or for any matter which it would be illegal for the Contractor to exclude or attempt to exclude its liability.

G) Termination

1. Either party may immediately terminate this Agreement without payment of compensation or other damages caused to the other party solely by such termination by giving notice in writing to the other if any one or more of the following events happens:
 - The other party commits a material breach of any of its obligations under this Agreement which is incapable of remedy.
 - The other party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement (save as to payment) after having been required in writing to remedy to desist from such breach within a period of [30] days.
 - Any sum payable under this Agreement is not paid within seven days of its due date for payment in accordance with this Agreement.

H) Consequences of Termination

1. On the expiry or termination of this Agreement (for whatever reason) the Contractor shall immediately upon the expiry or termination of this Agreement submit its final invoice to the Customer setting out the total amounts due to the Contractor pursuant to this agreement.
2. In the case of water monitoring Services the price is based on this contract running for the stated period or a minimum of twelve months, should either party require to cancel this contract then a minimum period of three months' notice is required. Immediate cancellation will result in an invoice equal to the stated three-month period.

I) General

1. The Contractor reserves the right to defer the commencement date of the Services or to cancel the Agreement or reduce the volume of the Goods or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business and its obligation under the Agreement due to circumstances beyond the reasonable control of the Contractor including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event of force majeure continues for a continuous period in excess of 3 months, the Customer shall be entitled to give notice in writing to the Contractor to terminate the agreement.
2. The Agreement sets out the entire agreement and understanding between the Customer and the Contractor in connection with the provision of the Services and Goods and shall supersede and replace all documentation previously issued by the Contractor purporting to set out its terms and conditions.
3. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No other person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which Agreement must refer to this clause.
4. If at any time one or more of the terms of the Agreement (or any sub-clause or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Agreement and the validity/or enforceability of the remaining provision of the Agreement shall not in any way be affected or impaired as a result of that omission.
5. The Customer shall not assign, transfer, or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of this Agreement without the prior written consent of the Contractor.
6. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.
7. All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.
8. A copy of our LCA certificate of registration, code of conduct and our full terms and conditions of business can be found on our website: www.calibre-environmental.com. As part of our LCA commitments Calibre Environmental Ltd only offer Legionella control services that are registered with the LCA.
9. We assume that there is an asbestos survey available for the site and we will require a copy where applicable preferably in electronic format prior to the commencement of any works on site. Should any suspect materials be found during the survey visit our engineers will not disturb it and notify the Customer for further action.
10. All works will be carried out using WRAs approved materials and inline with current regulations unless stated otherwise and designed and installed as far as reasonably practical to be safe and without risk to health and safety.
11. Some plumbing works are notifiable to the local water authority unless otherwise stated this is the customers responsibility, types of plumbing work that must be notified to water suppliers include:
 - Building a house or other property/structure
 - Extending or altering the water system on a non-household building
 - Changing the use of a building or installing water systems, such as rainwater harvesting
 - Installing a swimming pool or pond over 10,000 litres
 - A garden watering system (unless operated by hand)
 - A bath which holds more than 230 litres of water
 - A bidet with an upward spray or flexible hose
 - A pump or booster that delivers more than 12 litres of water per minute
 - A reverse osmosis unit (for cleaning water)
 - A water treatment unit which produces waste water
 - A reduced pressure zone (RPZ) valve assembly or similar
 - Any water system outside a building that is either less than 750mm (0.75 metres) or more than 1350mm (1.35 metres) below ground

Note - This list is not exhaustive and there are extra requirements in Scotland and Northern Ireland.

J) Site attendance and booking

1. If specific dates and times are required by the Customer/site Calibre Environmental must be informed in writing along with contact details for the appointment to be booked with, unless stated otherwise we reserve the right to charge revised additional costs charged at our standard hourly rate applicable at the time of the works to cover additional labour time required for any access restrictions not notified to us at the time of quotation.
2. We are to be notified in advance of our attendance regarding any specific on site requirements and/or restrictions relating to: On site induction procedures, access permits and permits to work, required emergency reporting procedures and security requirements or arrangements.
3. Any on site works delays or aborted works visits due to the non-notification of these requirements will be charged at our standard hourly rate applicable at the time of the works visit during normal working hours.
4. Any out of hour's works must be confirmed by the completion of the Calibre Environmental Limited out of hour's form that will be supplied to the Customer prior to the commencement of any works; any aborted works will incur a charge equal to the cost of the works. This may be reduced at the discretion of the Calibre Environmental Limited management.

K) Water services legionella risk assessment and risk assessment reviews

1. The proposed legionella risk assessment/ risk assessment review will give practical advice on the requirements of the following documents, concerning the risk from exposure to legionella bacteria: -
 - The Health and Safety at Work etc. Act 1974 (HSWA) In particular sections 2, 3, 4 and 6 (as amended by the Consumer Protection Act 1987) of HSWA.
 - Control of Substances Hazardous to Health Regulations (COSHH) regulations 6, 7, 8, 9 and 12 of COSHH.
 - Relevant parts of the Management of Health and Safety at Work Regulations 1999 (MHSWR).
 - The Approved Code of Practice, Control of Legionella Bacteria in Water Systems (L8) & HSG274.
2. Our objective is to identify and assess the possible sources of legionellosis risk - this includes checking whether conditions are present that may encourage bacteria to multiply, such as dead ends in pipes, bad design or poor internal condition of cisterns.
3. The production of a written scheme is not included within the risk assessment format. If an order is placed with Calibre Environmental Ltd for a full water monitoring contract on a monthly basis we will produce a written scheme based upon The Approved Code of Practice, Control of Legionella Bacteria in Water Systems (L8), HSG274 and the findings of the water services risk assessment.
4. Unless stated in the specific Quotation we have not included for joint bacteriological and legionella samples to be taken during our visit on site. Should samples be required we would contact you for authorisation prior to taking any samples.
5. The risk assessment process includes the taking of photograph's to illustrate within the report any issues that may be present on site, we must be informed prior to our visit to site should there be any restrictions regarding taking of such photo's on site.
6. It is Calibre Environmental Ltd policy to adhere to the terms of 'The control of Legionellosis – A recommended code of conduct for service providers', this means that we will inform you of any matters of evident concern relating to the work undertaken. However, this also means that we must inform you that this work forms only part of your legionella control measures. Under the requirements of HSE L8 there will be other managerial and operational practices required for you to comply, which are not included in the work Quotation.
7. The following types of water systems have not been included within the water services risk assessment/risk assessment review, the client should satisfy themselves that this is correct. Should any changes be required please contact us in order for us to revise our Quotation accordingly.
 - Cooling Towers.
 - Ultrasonic humidifiers, foggers and water misting systems.
 - Spray humidifiers, air washer and wet scrubbers.
 - Lathe and machine tool coolant systems.
 - Spa baths.
 - Horticultural misting systems.
 - Dental equipment.
 - Car/Bus washes.
 - Indoor fountains and water features.
8. The carrying out of the actions recommended in the risk assessment and/or risk assessment review is a one off process detailing the risks identified at the time of survey, no ongoing consultancy service will be provided as part of the service unless otherwise contracted.
9. Water system owners are reminded that while they can delegate some of the tasks required for safe operation of water systems, the ultimate responsibility cannot be passed on and remains with the building owner or operator.
10. The assessor will have completed formal training in carrying out Legionella Risk Assessments and Reviews. The assessors' competency is monitored and assessed on a continual basis by both auditing and site competency assessments carried out by management to ensure the upmost standards are achieved.
11. All our engineers vans carry double extension ladders and step ladders, we have assumed that there is safe access to all the areas to be surveyed without specialist access equipment such as but limited to access towers or scaffolding.

L) Water monitoring

1. The proposed water monitoring contract will report in line with the requirements of the following documents, concerning the risk from exposure to legionella bacteria: -
 - The Health and Safety at Work etc. Act 1974 (HSWA) In particular sections 2, 3, 4 and 6 (as amended by the Consumer Protection Act 1987) of HSWA.
 - Control of Substances Hazardous to Health Regulations (COSHH) regulations 6, 7, 8, 9 and 12 of COSHH.
 - Relevant parts of the Management of Health and Safety at Work Regulations 1999 (MHSWR).
 - The Approved Code of Practice, Control of Legionella Bacteria in Water Systems (L8) & HSG274.
2. A site logbook is to be kept on site in a location to be agreed with the client unless otherwise agreed. All engineers reports are in a written format a copy of which will be entered into the site logbook at the time of the visit. Sample results and chlorination certificates will be forwarded onto the client for insertion into the site logbook by your own site personnel.
3. It is Calibre Environmental Ltd policy to adhere to the terms of 'The control of Legionellosis – A recommended code of conduct for service providers', this means that we will inform you of any matters of evident concern relating to the work undertaken. However, this also means that we must inform you that this work forms only part of your legionella control measures. Under the requirements of HSE L8 there will be other managerial and operational practices required for you to comply, which are not included in the work Quotation.

4. The following types of water systems have not been included within this monitoring regime, the client should satisfy themselves that this is correct. Should any changes be required please contact us in order for us to revise our Quotation accordingly.
 - Cooling Towers.
 - Ultrasonic humidifiers, foggers and water misting systems.
 - Spray humidifiers, air washer and wet scrubbers.
 - Water softeners.
 - Emergency showers and eye wash sprays.
 - Lathe and machine tool coolant systems.
 - Spa baths.
 - Horticultural misting systems.
 - Dental equipment.
 - Car/Bus washes.
 - Indoor fountains and water features.
5. Water system owners are reminded that while they can delegate some or most of the task required for safe operation of water systems, the ultimate responsibility cannot be passed on and remains with the building owner or operator.
6. Copies of the engineer's site visit report will be entered into the site log book and a copy will be sent to the client at the time of invoicing.
7. It is the clients responsibility to read and make themselves aware of the content and recommendations contained within any water hygiene service visit report, sample notification or sample certificates.

M) Disinfection works

1. Disinfection works unless otherwise stated in the Quotation will be carried out in-line with the current Calibre Environmental Ltd method statements and current regulations for the chemical to be used.
2. All items of equipment which may be affected by the disinfection processes such as but not limited to – drinks dispensers, water boilers, ice machines, water filters and water softeners are to be disconnected/reconnected by others prior to the commencement of and after the completion of the disinfection works. Calibre environmental Limited will not be held responsible for any damage caused or for any costs associated to the re-commissioning of such equipment.
3. We require a free 240v electrical supply to be made available to us on site for the duration of these works.
4. Any required discharge permissions are the responsibility of the Customer; no costs have been included for such within this Quotation.
5. In the case of occupied buildings, it is the responsibility of the Customer / building manager / building operator to ensure that every person/s within the building or likely to enter the building is informed that chlorination works are to take place and are instructed which water services are prohibited from use.
6. We have assumed that the water system installation is in a good condition and is suitable for the proposed works processes. Calibre Environmental Limited will not be held responsible for any subsequent post works system issues such as but not limited to leaking cold water cisterns or pipework, water discolouration caused by poor or corroded pipework internal conditions.
7. The Customer is to identify the drain point to be used for the tank draining processes, Calibre Environmental Limited will not be held responsible for any water damage caused by leaking drains.
8. Calibre Environmental Ltd reserve the right not to enter any cold water storage cistern if thought to be either not safe to do so, or if the material make-up of the cistern leads us to believe there may be health and safety implications or a risk of damaging the cistern or associated fittings (i.e. Slate cisterns, lead lined cisterns, asbestos cisterns or rubber lined cisterns).

N) Domestic Water sampling

1. All water sampling unless otherwise stated will be carried out in accordance with the current Calibre Environmental Ltd method statements.
2. All laboratory testing will be carried out by an independent UKAS accredited laboratory.
3. Legionella analysis tests: Legionella spp confirmed, and identification of Legionella pneumophila serogroups 1, 2-14. Test method using membrane filtration and manual elution based on BS6068-4:12:1998 (ISO 11731:1998).

O) Closed System Water Testing, Inhibitor/Chemical Dosing and Remedial Flushing Works

1. Calibre Environmental Limited do not offer a fully inclusive closed system testing contract that includes inhibitor dosing within the closed system testing contract costs, in the event that inhibitor dosing or other water treatment and/or chemical dosing is required any such works labour and materials are at additional cost to the closed system testing contract and is to be carried out under a separate customer purchase order to the testing contract.
2. All closed system water testing contract purchase orders on existing closed systems are accepted on the basis that Calibre Environmental will not be held responsible for any present or future system water and system component conditions, including substandard water quality conditions including corrosion, scale damage and component failures or leaks of any kind.
3. It is the clients responsibility to read and make themselves aware of the content and recommendations contained within any closed system water testing reports or certificates and it is the clients responsibility to instruct any further remedial action such as but not limited to inhibitor dosing.
4. Where stated "Engineers Test Kit" the sampling is carried out with a portable test kit, the Customer should note that this type of sampling is not as accurate as laboratory analysis.
5. It is the clients responsibility to notify us of any aluminium components contained within the systems.
6. Existing corrosion and other deposits may be mobilised as a result of this inhibitor dosing. Calibre Environmental will not be held responsible for any water quality issues, leaks or component damage if caused by such mobilisation of deposits.
7. It is assumed that the system water is of a suitable quality for inhibitor dosing, no system flushing processes have been included within this quotation. In the event that the system water is of a poor quality we will contact you with further recommendations
8. Calibre Environmental Limited will complete the application for the temporary trade effluent discharge permit, it should be noted that the costs for the discharge permit are unknown at this time and will be chargeable to the client by the clients water retailer in addition to the flushing costs listed in the quotation. In the event that the water retailer invoices Calibre Environmental Limited any such charges will be charged on to the client in addition to the quotation cost at the water retailers charge cost +15%. In placing an order on this quotation the client agrees that they will pay any such additional charges. In placing an order on the quotation the client agrees that they will pay any such additional charges. In order to process the application we will require the client/site water retailer details complete with the clients account number and a letter of authorisation from the client signed by a clients authorised signatory allowing us to make the application to their water retailer. Once the application for the temporary trade effluent discharge permit has been commenced in the event that the flushing works are cancelled or postponed we will invoice for the administration time spent in making the original application and in the event of flushing works delayed

beyond the original permit expiration date we will invoice for the additional administration time in reapplying for a renewed permit. In placing an order on this quotation the client agrees that they will pay any such additional administration charges. The client will be required to supply details regarding drainage plan of the site and to confirm the waste water drain the water is to be discharged to. Any required Calibre Environmental Limited visits to site to confirm drainage or any other site details in order to process the application will be chargeable, including travel time to site, charged at our standard hourly rate applicable at the time of the site visit. In the event that additional water sampling is required in order to obtain the trade effluent discharge permit any such water samples will be at additional cost. It is recommended that the client allows for 6-8 weeks for processing of the temporary trade effluent discharge permit, it is a condition of this quotation that Calibre Environmental will not be held responsible for any delays to the discharge permit processing and will not be held responsible for any financial penalties if incurred due to delays to any flushing works and subsequent completion dates on site caused by delays to the trade effluent discharge permit.

9. We have allowed to dose the system via the dosing pot and fresh water flush the system via the system feed and expansion tank or quick-fill point. We have assumed that the feed and expansion tank/quick-fill point and water mains to site have adequate water pressure/flow rate to be used for this purpose. Should these prove inadequate it will be the Customers responsibility to provide additional water supplies at an adequate flow rate and pressure. No allowance has been allowed for the provision of any additional fresh water supplies.
10. The existing circulation pumps are to be used during the flushing processes, we have not allowed for the supply of temporary pumps.
11. It is assumed that good system circulation is already present, in the event of poor circulation, suspected blockages or faulty valves no allowance has been made for the removal or servicing of any components such as but not limited to valves, radiators or coils. Any suspected areas of poor circulation will be reported to the Customer for remedial actions.
12. Suitable foul water drains will be required; no allowance has been made for the removal of waste water from site.
13. It has been assumed that the existing drain cocks on the system are in a good working order; no time has been allowed for the repair or replacement of any faulty drain cocks.
14. The Customer's engineer will be required on site during our works to override any heating system controls ensuring correct boiler, system pumps and by-pass valve operation is achieved to obtain the required flush chemical circulation.
15. Calibre Environmental Ltd will not be held responsible for any leaks or associated leak damage which may occur as a result of these works.
16. We have not allowed for the temporary by-passing of heating coils, FCU's or any other item of plant or system component which may be prone to blockage. Calibre Environmental Ltd will not be held responsible for any blockages to any item of plant or system component which may occur as a result of these works.
17. We have allowed to clean the main strainers at the end of the flushing processes, this is dependant upon the isolation valves being in a good working order. No allowance has been made for remedial works to these strainers or isolation valves should they be required.
18. Although all reasonable efforts will be made in-line with the described works above Calibre Environmental will not give any assurances and/or guarantee as to the level of effectiveness of the flushing process in cleaning the systems and improving poor any poor circulation flow rates.
19. Calibre Environmental Ltd will not be held responsible for any present or future system water and component conditions following flushing or dosing works. In addition Calibre Environmental Ltd will not offer a warranty of any kind as to the longevity of any results achieved by these flushing works.
20. The PH, TDS, soluble iron and Copper levels will be monitored and entered into a log sheet, the system will be flushed until these readings are comparable to the system make up supply and in accordance with the BSRIA guidance where possible - The BSRIA guidance is based upon new system flushing, where flushing an existing system these readings may prove difficult to achieve, we will report on the system conditions achieved.

P) Reports and Certification

1. All paperwork will be sent directly to the person placing the works order unless informed otherwise.
2. All paperwork including but not exclusively Risk Assessments, Site Reports, TMV Logs, Laboratory Certificates, Disinfection Certificates, Dosing Certificates, Sample Notifications and Quotations will be supplied in pdf format. Each element will be sent to the client as an individual document. It is then the client's responsibility to save and keep all documents for the required timescale.
3. All paperwork will be issued to the client once as part of the agreed quotation cost, any requests for paperwork already issued from the client or their representatives will incur additional costs to cover administration time.
4. Any requests for paperwork alterations such as changes of text (site details or similar) or collation of paperwork will incur additional costs to cover administration time.

Q) Compliance

Statutory Dutyholder – Obligations

Section one of the LCA's 9 service provider commitments requires that we ensure our clients are made aware of their legal obligations with regard to Legionella legislation. The following briefly describes the obligations of a building operator or owner.

The Health and Safety at Work etc. Act 1974, Sections 2, 3, 4 and 6 are defined within ACoP L8 as applicable to legionella control. The first 2 sections cover the primary requirements for most clients: -

- (2) It shall be the duty of every employer to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all his employees.
- (3) It shall be the duty of every employer to conduct his undertaking in such a way as to ensure, so far as is reasonably practicable, that persons not in his employment who may be affected thereby are not thereby exposed to risks to their health or safety.

The Management of Health and Safety at Work Regulations 1999 (MHSWR)

These regulations provide a broad framework for controlling health and safety at work. As well as requiring risk assessments, they also require employers to have access to competent help in applying the provisions of health and safety law; to establish procedures to be followed by any worker if situations presenting serious and imminent danger were to arise; and for co-operation and co-ordination where two or more employers or self-employed persons share a workplace.

The Control of Substances Hazardous to Health Regulations 2002, regulations 6, 7, 8, 9 and 12 are particularly relevant to Legionella control.

Regulation 6, Assessment of the risk to health created by work involving substances hazardous to health, is perhaps the most relevant.

- (1) An employer shall not carry out any work which is liable to expose any employees to any substance hazardous to health unless he has –
 - (a) made a suitable and sufficient assessment of the risk created by that work to the health of those employees and of the steps that need to be taken to meet the requirements of these Regulations; and
 - (b) implemented the steps referred to in sub-paragraph (a).

Legionella bacteria are classified as substances hazardous to health and therefore a Legionella risk assessment can be considered a mandatory requirement in all workplace buildings with water systems.

The Notification of Cooling Towers and Evaporative Condensers Regulations 1992, this regulation requires the registration of evaporative cooling devices.

3.—(1) Subject to this regulation and to regulation 4, it shall be the duty of each person who has, to any extent, control of premises to ensure that no notifiable device is situated on those premises unless the information set out in the Schedule to these Regulations has been notified in writing, on a form approved for the time being for the purposes of these Regulations by the Health and Safety Executive, to the local authority in whose area the premises are situated.

Specific guidance with regard to the control of legionella bacteria is supplied in Legionnaires' disease - The control of legionella bacteria in water systems.

Approved Code of Practice and guidance L8.

Downloadable from the HSE website - <http://www.hse.gov.uk/pubns/priced/l8.pdf>

This document is used by CEL as guidance on the tasks and responsibilities that are applicable to the water systems on your site.

A Health and Safety Executive (HSE) leaflet further defining your Legionella obligations is downloadable from the HSE website and we strongly recommend you take the time to read this leaflet as a starting point.

Legionnaires' disease - A brief guide for dutyholders - <http://www.hse.gov.uk/pubns/indg458.pdf>

R) Legionella Control Association

A copy of our LCA certificate of registration, code of conduct and our full terms and conditions of business can be found on our website: www.calibre-environmental.com As part of our LCA commitments Calibre Environmental Ltd only offer Legionella control services that are registered with the LCA.