

AQUA CLEANSING LTD

BERROW GREEN ROAD, MARTLEY, WORCESTER, WR6 6PQ

TEL: (01886) 888471

Email: enquiries@aquacleansing.co.uk

Environmental Agency No: CBDU79582



AQUA CLEANSING LIMITED – STANDARD TERMS AND CONDITIONS OF SALE

GENERAL

1. Reference to "*the Company*" means Aqua Cleansing Limited
2. Reference to "*the Agreement*" means any contract or signed quotation between the Company and the Customer for the Services to be carried out by the Company, incorporating these Terms and Conditions.
3. Reference to "*the Services*" means any service provided by the Company in accordance with a quotation accepted by the Customer or other instructions from the Customer to provide services.
4. Reference to "*the Customer*" means any person(s), firm, limited liability partnership, company or its agents who enters into the Agreement with the Company
5. Subject to any variation under condition 7, the Agreement will be on these Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document.
6. No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Agreement simply as a result of such document being referred to in this Agreement.
7. These Terms and Conditions apply to the provision of the Services and any variation to these Terms and Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by the Company.
8. Each order for Services placed by the Customer with the Company shall be deemed to be an offer by the Customer to purchase Services subject to these Terms and Conditions.
9. The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.
11. The Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the supply of the Services, nor will any delay entitle the Customer to terminate or rescind the Agreement.
12. Reference to a statute or statutory provision includes a reference to it as from time to time amended, extended or re-enacted.

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TERMS & CONDITIONS

PART 1

GENERAL

1. No alterations or variation to these Terms & Conditions will be accepted and no other items or conditions whatever are or shall hereafter be included or implied unless they are reduced into writing and are signed by an officer of the Company and a representative of the Customer duly authorised in that behalf.
2. Neither the Company nor the Customer shall have any liability:
 - 2.1. For any consequence of war, invasion, act of foreign enemy, hostilities (whether war declared or not) civil war, rebellion, terrorism, revolution, insurrection, military or usurped power, state of emergency, industrial disputes or force majeure or any eventuality beyond the parties control.
 - 2.2. Directly or indirectly caused by or contributed to by or arising from:
 - 2.2.1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 2.2.2. The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
3. The company reserves the right to instigate the following changes at short notice due to the unforeseen circumstances such as a pandemic:
 - 3.1. Reschedule and/or cancel any services booked
 - 3.2. Review payment terms
 - 3.3. Refuse to carry out works if the site is deemed an unsafe environment due to the necessary safety requirements not being met and/or adhered to.
4. The Company expects all Customers to treat its employees and representatives with courtesy, professionalism, and respect at all times. Abusive, discriminatory, or inappropriate behaviour towards Company staff will not be tolerated and may result in the suspension or termination of services.

PART 2

COMPANY'S OBLIGATIONS

1. The Company shall use its best endeavours to carry out the service as described. The Company's operators are not authorised to accept any addition, alteration or variation of service, units of measurement on which the Company's prices are based and the Company will not accept any liability for or make any refund in respect of any short measurement.
2. The Company shall indemnify the Customer against any loss or damage to the customers property for which the Customer is responsible, or any liability for death or personal injury resulting from the negligence of the Company, its servants or agents proving that the company shall be under no liability whatsoever if in connection with a claim made by the Customer under this Clause, the Customer shall be in breach of any of its obligations under Part 3 where such breach is a material and contributing cause of the loss, damage or liability to the claim.

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3. The Company shall not incur any further obligations or liability in connection with the service.
4. The Company will make every effort to fulfil services within a standard lead time, this time may extend during peak season and holidays.
5. The Company will warranty blockage clearance for up to 48 hours following attendance. This is subject to all pipework being in good condition and not the initial cause of the blockage.

PART 3

CUSTOMER'S OBLIGATIONS

1. The Customer agrees to the service and shall pay to the Company:
 - 1.1. The charge in accordance with the current schedule of prices plus disposal, or where applicable, the charges as agreed in the quotation or other formal agreement between the Company and the Customer.
 - 1.2. Any additional charge incurred for the recovery of a Company vehicle unable to exit the property without additional assistance due to adverse ground conditions where the customer requires us to leave the hard standing.
 - 1.3. Additional costs for the removal of the Company's equipment if damaged or unretrievable due to a fault in the Customers system.
 - 1.4. An advance payment of the agreed amount, specified by the company, in any quotation before services commence, the remainder of the invoice to be paid in line with the company payment terms above.
 - 1.5. An advance payment for the first service from the company and thereafter agree to the company payment terms detailed below
 - 1.6. Additional charges as defined in these Terms and Conditions, details of which can be obtained upon application to the Company.
 - 1.7. Value added tax and/or other payments imposed by or pursuant to statute.
 - 1.8. All charges on demand unless account facilities have been agreed with the Company prior to the commencement of service. Where account facilities have been agreed payments will be within the following terms:
 - 1.8.1. Commercial customers – 30 days from invoice date
 - 1.8.2. Domestic customers – 7 days from invoice date
 - 1.8.3. All overdue accounts will be charged 5% interest per month plus an admin fee of:
 - 1.8.3.1. Domestic customers £30.00
 - 1.8.3.2. Commercial customers pre action protocol letter £37.00Consistent late payments will result in loss of credit facility.
Interest on all overdue accounts at a rate equivalent to 2% per annum above the minimum lending rate from time to time of Santander.
The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
2. The Customer shall not cause the Company to remove, store, carry or dispose of:

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2.1. Waste which contains substances to which the Hazardous Waste Regulations 2005 apply unless the removal is accompanied by a consignment note as defined under the aforementioned Regulations.

2.2. Explosive or Dangerous materials or any articles or substances likely to cause injury or damage in the course of its removal, storage, carriage and disposal, unless this condition is specifically excluded by the prior written consent of the Company and signed off by an officer of the Company.

If the Customer shall be in breach of this Clause the Customer shall indemnify the Company in respect of any loss or damage or any liability arising therefrom.

3. The Customer shall comply with all relevant legislation with regards to the waste that they produce, hold or want to have removed or processed.

4. The Customer shall:

4.1. Provide at all times a convenient and unobstructed means of access suitable for use by the Company's vehicles to carry out service. Provide visible, clear and safe access for the Company operator prior to the Company's arrival.

4.2. Obtain permission/s for the Company to enter onto any property not belonging to the Customer to carry out service requested by the Customer and shall indemnify and hold harmless the Company in respect of any actions arising therefrom other than as provided for in Clause 4 hereof.

4.3. Pay additional charges arising from any unreasonable delay or interruption in service caused by the Customer or its employees or representatives and for any services provided by the Company on any public, statutory or bank holiday, Saturday, Sunday or at any time outside of normal working hours.

4.4. Provide a purchase order number, if required for the customers invoicing purposes, at the time of placing an order unless previously otherwise agreed by the company

4.5. Be advised of the benefit of setting up a management company (or similar arrangement) for invoicing/payment purposes regarding shared sewage systems. An administration fee will be applied to any account which requires the invoice to be distributed to more than one customer.

4.5.1. In the event of shared system payment disputes between residents, The Company holds the booking customer liable for the total account balance.

4.6. Agree that any quotation costs are valid for 30 days following which the costs may be reviewed by the company

4.7. Ensure The Company is informed of any updated contact details for The Customer account.

5. The Customer must provide the Company with full details and supporting evidence of any complaint or damage caused within 48 hours of the service being carried out. If the

Registered in England No: 4527707 Registered office as above

VAT Reg. No. 454 7281 34

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Customer fails to do so within this timeframe, the Company shall not be held liable under any circumstances.

6. Notify the Company of any specific access instructions. Unless instructed otherwise, The Company's heavy goods vehicles will access via the Customers driveway and accepts no responsibility for any damage incurred.

7. The Customer must notify the Company of any cancellations no later than 24 hours before the scheduled service date. This includes situations where the service is no longer required. Failure to provide sufficient notice may result in a cancellation fee. If the Customer fails to cancel and the Company attends the appointment as scheduled, the Customer will be charged in full for the missed service.

8. Where the service has been based upon information and/or samples supplied by the Customer, the Company reserves the right to terminate or renegotiate the service and the Customer agrees to pay all costs incurred as a result of providing inaccurate information and/or samples.

9. Pay travel & running costs incurred by the Company for any service the Company is unable to carry out on arrival due to mis-information provided the customer and/or failure to comply with any of the written terms and conditions.

10. Indemnify the Company in respect of any loss, damage or injury caused when using any portable facility supplied by the company in the event of the Customer being without operational facilities

11. Where defects are reported in drainage systems, or other property for which the Customer is responsible, the Customer undertakes to effect the remedial works necessary to enable the Company to carry out or complete the service and agrees that the Company shall have no liability for the condition of or the repair to the defects, or any incident arising from the Company being prevented from carrying out the whole or part of the service as a consequence of the defect/s.

12. The Customer agrees to pay, and the Company reserves the right to charge for:

12.1. The quoted or agreed price for the full service in respect of an incomplete service resulting from reported defects

12.2. The quoted or agreed price or such other additional charges as necessary to complete the service.

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VARIATION

The charges outlined are based on the current costs of fuel, waste disposal, statutory rates, wages, materials, and other operational expenses incurred by the Company, as well as the agreed frequency of the Services. Should there be any variation in these costs due to changes in legislation, economic factors beyond the Company's control, or alterations in the frequency of Services, the Company reserves the right to adjust the charges accordingly. The Company will provide the Customer with reasonable notice of any such adjustments.

DATA PROTECTION

1. The Company will not share The Customers data with any third party & will only keep details on file for its intended purpose of informing you of any changes to your system, advising when works are due or to inform you of any new and/or changing services. In the event of a sale of The Company, Customer details and records will be transferred to the new owners.
 - a. All phone calls are recorded as standard practice. If payment details are required during a call, recording will be paused for the duration of the payment.

A full comprehensive copy of our data protection policy is available on request – to include pumps & motors

JURIDICTION

1. All disputes arising out of or in connection with the service shall be determined according to English Law and in the English Courts.

The information in this document is subject to change, with or without notice, as a result of experience, new information, changes in process requirements and/or compensation.