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# General Terms & Conditions

1. All prices are exclusive of VAT.

2. All prices are excluding delivery costs unless otherwise specified.

3. Prices are held firm for 60 days from date of quotation.

4. New clients will be required to pay in advance of any works being carried out. Payment will need to be received 10 days prior to the work commencing. Payment can be made by debit/credit card or BACs.

5. Payments not received in time will result in the works not being completed.

6. For all existing clients, trading terms are strictly net cash 30 days from date of invoice. Payment via BACS/cheque/Credit Debit Card.

7. All goods remain the property of GES Water until paid for in full.

8. All prices assume normal weekday working (0800-1800) unless otherwise specified.

9. Details of any disputes with invoices are to be advised within 10 days from the date of invoice, otherwise GES Water will assume acceptance.

10. If a third party is required to collect overdue monies, then all additional costs will be passed on.

11. GES Water hereby notify the client of their statutory requirements as duty holder under current Water Hygiene Legislation detailed in INDG458. <https://www.hse.gov.uk/pubns/indg458.htm>.

12. Late payment will incur interest charges at the rate of base + 8%.

13. Orders over £3000 will require a deposit % upfront. The Account Manager will confirm this upon receiving an official order (typically this will be 50% upfront and 50% on completion of works).

14. Risk Assessments document will take 4 - 6 weeks to return once the assessment has been completed by the Assessor. If the report is required urgently then the client should advise their Account Manager. Please note that this request will incur an additional administration fee.

15. Quotations – the individual prices on each line are subject to the entire quote being accepted (unless otherwise specified). If a separate quote is required for individual items, the client should advise their Account Manager.

16. Water samples are sub-contracted to a UKAS accredited laboratory; UKAS paperwork is available on request.  LP Samples take up to 14 days.  TVC samples take up to 6 days.

17. Cancellation – if a maintenance or remedial visit is cancelled within 48 hours of the scheduled date for attendance, then the full amount for those works will be invoiced. If a GES Water representative attends site for a confirmed visit and is refused access or cannot complete the tasks outlined above, then the full amount of those works will be invoiced. In the event of a cancelled or failed Risk Assessment visit, the above charges may be reduced to up to 50% of the labour charge.

18. Any changes to pre-planned appointments should be emailed to the Logistics Department, logistics@ges-water.co.uk no less than 48 hours prior to our attendance.

# Additional Terms & Conditions relating to Contract Maintenance Schedules

19. The length of the contract is 12 months unless otherwise stated. If the client wishes to cancel the contract early, they will be required to give 3 months’ notice.
20. All costs are fixed for the duration of the contract period unless otherwise stated.

21. Unless otherwise agreed, the contract value will be invoiced in equal monthly instalments, for the duration of the contract.

22. Any variations to the contract during its term, will be agreed by both parties and may result in a change to the cost of services provided.

# Additional Terms & Conditions relating to Legionella Tech

23. The length of the contract is 12 months unless otherwise stated.

24. All costs are fixed for the duration of the contract period unless otherwise stated.

25. Cancellation – If the client wishes to cancel within the contract period, they will be required to give 3 months’ notice. A charge of £450 + VAT will be made to uninstall the equipment.

GES Water as the Service Provider

26. All premises covered under the Health and Safety at Work Act and related legislation and guidance, should have a current Legionella Risk Assessment of the Water Services as detailed in the Health & Safety Executive’s (HSE) Approved Code of Practice (ACOP) L8.

27. GES Water are only responsible for the services quoted and all other responsibilities remain with the client as per legislation and guidance.

28. It is the responsibility of the client as the Duty Holder to maintain all Legionella records within their logbook or site record system for a minimum of 5 years. GES Water as the Service Provider will maintain their own site records for the same period.

Legal Duties & Responsibilities of the Duty Holder

29. There are key responsibilities that the Duty Holder has a legal duty to address these are detailed in the HSE documents INDG458 and ACOP L8 and briefly summarised here:

29.1. The Duty Holder should ensure there is a Legionella Risk Assessment Record that includes all systems where water is stored or used in any premises controlled by the Duty Holder. This should be regularly reviewed to ensure it is valid.

29.2. Any invitation to potential service providers to quote/tender for Legionella Risk Assessment services should have a clear scope of work defined by the Duty Holder or their representative.

29.3. The Duty Holder must make reasonable enquiries of the Service Provider regarding proof of competence of individuals involved in carrying out the Legionella Risk Assessment e.g. provision by the Service Provider of training records; competence evaluations; examples of previous work etc. (See LCA Buyers Guide 702.17 06-17).

29.4. Previous risk assessments, site documentation, schematic diagrams and asset registers should be available to inform and help the Risk Assessor.

29.5. Change management procedures and/or regular review procedures should be in place to determine if the existing Risk Assessment remains valid, suitable and sufficient. If it is not, then a reassessment of the risk is required.

29.6. The findings of the Legionella Risk Assessment including the required corrective actions and the control measures should be implemented.

29.7. A written scheme of control should be produced and maintained and the output from this should be recorded and used in any subsequent review of risk.

29.8. Regular reviews of the effectiveness of Legionella control activities should be carried out to verify the written scheme of control remains adequate.

30. A reassessment of the Legionella Risk Assessment record is required when there are any of the following:

30.1. change to the water system or its use

30.2. change to the use of the building where the system is installed.

30.3. new information is available about risks or control measures.

30.4. the results of checks indicating that control measures are no longer effective

30.5. changes to key personnel

30.6. a case of Legionnaires’ disease/Legionellosis associated with the system.

Essential Service User Provision

For all works carried out in relation to the quote GES will require the following:

• information regarding induction, emergency procedures, emergency contacts and any relevant permit to works. All information supplied prior to the assessment regarding site information and documentation would enable works to be completed more efficiently.

• advice to GES of any special health and safety regulations which may apply to site

• ensured safe access to complete the works

• details of any security and safety restrictions relevant to the site and works

**•** access to site personnel, or information regarding site specific equipment and or requirements

• client to provide information about any restrictions regarding taking photographs on-site whilst preparing a Risk Assessment or site report

• waste disposal

• information regarding system dead legs, redundant pipework, equipment & outlets etc which may affect efficacy of works

• this includes any plant/equipment manufacturer restrictions on maximum disinfectant levels/times if this type of work is quoted

• location(s) of chemical dosing points, control equipment and any other sensitive equipment if chemical disinfections are quoted

GES may also require the following:

• existing risk assessment, asset register and schematic system drawings (if not carried out by GES) should be available to inform and help the Risk Assessor (See ACOP L8 paragraphs 38 and 40)’ and or site engineers

• for risk assessments pipework engineering drawings may be too detailed to allow simple communication of Legionella risk, but schematic diagrams must show detail relevant to Legionella control.

• a site representative to be present during the site visit, with good knowledge of the site, management structure and relevant monitoring tasks currently carried out, if required and must be available for risk assessments

• provision of specific site safety and/or other requirements such as induction, and access to all relevant safety data such as the asbestos register.

• upon request, the client must provide access to the written scheme of control and site records relating to ACOP L8 compliance, or other tasks as deemed relevant to form part of the assessment.

**General Environmental Services Ltd t/a GES Water Ltd is registered with Legionella Control Association (registration number 2001/1239) for selected categories, more information can be found at**[**https://www.legionellacontrol.org.uk/directory.php**](https://www.legionellacontrol.org.uk/directory.php)