



General Environmental Services Ltd

Units K & L, The Merlin Centre, Gatehouse Close, Aylesbury, Buckinghamshire HP19 8DP

VAT No. 568362705 Registration number 2557000

Registered office – 242A Farnham Road, Slough, Berkshire

GES Service Provision

General Environmental Services Ltd trading as GES Water is registered with the Legionella Control Association (registration number 2001/1239) for selected categories, more information can be found here:

<https://www.legionellacontrol.org.uk/directory.php>

The services quoted are in accordance with the Health & Safety Executive's (HSE) Approved Code of Practice ACOP L8. GES Water are only responsible for the services quoted and all other responsibilities remain with the client as per legislation and guidance.

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.

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/debit or credit 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. Late payment will incur interest charges at the rate of base + 8%.
12. 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).
13. 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.
14. 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.

15. Any changes to pre-planned appointments should be emailed to the Logistics Department no less than 48 hours prior to our attendance. logistics@ges-water.co.uk
16. For all works carried out in relation to the quote GES will require the following:
 - a. 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;
 - b. advice to GES of any special health and safety regulations which may apply to site;
 - c. ensured safe access to complete the works;
 - d. details of any security and safety restrictions relevant to the site and works;
 - e. access to site personnel, or information regarding site specific equipment and or requirements;
 - f. client to provide information about any restrictions regarding taking photographs on-site whilst preparing a Risk Assessment or site report;
 - g. information regarding system dead legs, redundant pipework, equipment & outlets etc which may affect efficacy of works;
 - h. details of any plant/equipment manufacturer restrictions on maximum disinfectant levels/times if this type of work is quoted;
 - i. location(s) of chemical dosing points, control equipment and any other sensitive equipment if chemical disinfections are quoted.
17. GES may also require the following:
 - a. 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;
 - b. 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;
 - c. 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;
 - d. provision of specific site safety and/or other requirements such as induction, and access to all relevant safety data such as the asbestos register, any working at height and/or confined space issues;
 - e. 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.
18. Waste disposal is the responsibility of the client for physical waste and discharge consents, if required.

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. 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

22. The length of the contract is 12 months unless otherwise stated.
23. All costs are fixed for the duration of the contract period unless otherwise stated.
24. 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.

Additional Terms & Conditions Relating to GES Legionella Risk Assessment Services

25. Any immediate risks identified by the GES Risk Assessor will be brought to the attention of the agreed client contact on the day of a survey.
26. Following the completion of the written assessment by the Assessor, the typed Legionella Risk Assessment report is sent to the client within 4-6 weeks. Please note, if the report is required urgently then the client must advise their Account Manager as this request will incur an additional administration fee.
27. The report is produced as a single copy in .pdf format and contains the following information:
 - a. an Executive Summary for the site (or an overall executive summary for multiple sites, if applicable);
 - b. the scope of the assessment including clear identification of buildings and systems assessed;
 - c. identification of which systems can potentially present a Legionella risk and those that do not;
 - d. clear identification of plant assessed with supporting photos;
 - e. analysis and evaluation of risk for each system based on a traffic light alert system (Red = high risk; Amber = medium risk; Green = low risk);
 - f. identification of key personnel, both staff and contractors and relevant training certification;
 - g. schematic diagram of the system and plant;
 - h. results of condition surveys including operating parameters, temperatures, system inspections and asset register;
 - i. review of the existing written scheme of control (if there is one);
 - j. details of any limitations of the assessment such as access;

- k. details of the knowledge, skill and competency of the assigned Risk Assessor and person involved in the quality assurance review;
- l. details of any sources of reference and guidance utilised;
- m. prioritised recommendations for corrective actions to eliminate or reduce risk;
- n. photos to back up corrective actions noted such as dead legs;
- o. account of inherent and residual risks and appraisal of any risk gap between them;
- p. recommended review date and guidance regarding circumstance under which reassessment is required.

28. It is important to note the following:

- a. the Legionella Risk Assessment report provided by GES does not involve the preparation of the written scheme of control but will provide information critical to its preparation in the form of recommended corrective actions and control measures;
- b. GES can provide input to the written scheme of control, if requested, and this additional service will require a separate quotation;
- c. GES will not be held responsible for items not included in the published Legionella Risk Assessment document due to failure of the Service User to provide the information requested by GES in advance of the visit and revisits to site to carry out a further review of such items for inclusion may be chargeable;
- d. the Risk Assessment will only be carried out on visible services located in accessible areas i.e. it may not be possible to trace services which are encased in the building fabric or within inaccessible voids. Any such services that have visible terminations would be recorded and details of any extra work required to fulfil this assessment would be given in the final written report;
- e. GES will have unimpeded access to all parts of the building during any pre-arranged visits as required for the specified tasks to be carried out. Any re-visit to access previously inaccessible areas or carry out further review may be chargeable to the client;
- f. if areas of the building are repeated e.g. room outline identical; then GES will carry out a risk assessment for an agreed percentage of the rooms on site and document this within the report. The percentage will be agreed with the client before commencement of the assessment;
- g. the Dutyholder must ensure that the Risk Assessor has access to all records of monitoring, training and calibrations. If these records are stored on an on-line portal then access must be available on the date of the Risk Assessment;
- h. all ancillary equipment necessary to carry out the works in accordance with current HSE regulations are included in our costing;
- i. if the client requires further communication such as a face-to-face review, or presentation to a water safety group then the client will need to notify GES as this additional service may incur separate costs.

Additional Terms & Conditions Relating to GES Hot and Cold-Water Monitoring and Inspection Services

29. Monitoring and inspection of domestic hot & cold-water systems are performed as per requirements of the HSE's HSG274 Part 2 (and HTM 04-01 for health-care establishments). Cold water systems should be maintained, where possible, at a temperature below 20°C. Hot water should be stored at least at 60°C and distributed so that it reaches a temperature of 50°C (55°C in healthcare premises) within one minute at the outlets. If regular temperature monitoring shows consistent non-compliance within the framework of the Legionella risk assessment, then cleaning and disinfection might also become part of the Legionella risk management control program.
30. GES must have:
 - a. unimpeded access to all parts of the building during any pre-arranged visits;
 - b. copies of system schematic diagrams to identify equipment, outlets, etc.;
 - c. access to existing Legionella risk assessment and written scheme of control;
 - d. access to task specific site records;
 - e. access to site asbestos register and relevant site-specific requirements e.g. induction procedures; access permits; permits to work; reporting emergencies; security etc.

Additional Terms & Conditions Relating to GES Cleaning and Disinfection Services

31. In compliance with the LCA Service Standards for cleaning and disinfection services, all GES works are conducted in accordance with BS8558:2015 and PD855468. The cleaning and disinfection schedule should be defined in the Legionella risk assessment for the water system. Systems where water droplets are formed, e.g. shower heads and cooling towers will need to have regular programmes of cleaning and disinfection as required by HSE's HSG274 and HSG282. If regular checks for Legionella risk control are consistently non-compliant, then cleaning and disinfection will become a necessary part of the Legionella risk management control program.
32. The Duty Holder/site-responsible person has a legal duty to:
 - a. maintain the water system, and the water in it, in a clean condition and to facilitate inspection to determine if the system is clean or not;
 - b. detail any restrictions imposed by equipment manufacturers to disinfection chemicals used during the cleaning and disinfection process e.g. chlorine tolerance etc.;
 - c. detail the location/isolation points for control equipment and/or other sensitive equipment where applicable;
 - d. make systems available for cleaning and disinfection if required i.e. to arrange for them to be taken out of use for the required time (with users informed) and appropriate safeguards put in place; with adequate notice to enable GES as the service provider to plan and execute the service;
 - e. gain discharge consent, if required, for effluent generated from the cleaning and disinfection process;
 - f. detail effluent and waste disposal arrangements;
 - g. ensure all isolation valves are connected and operational.

33. GES must have unimpeded access to all parts of the building during any pre-arranged visits.
34. In extreme circumstances, dependant on system materials and age, it is possible that the disinfection/chlorination process may cause degradation of tanks, pipework and associated fittings, GES accept no responsibility for these issues if they occur and we offer no process guarantees for water or component quality failure following the disinfection procedure.
35. All ancillary equipment necessary to conduct the above works in accordance with the current HSE regulations are included in our costing.
36. Clients are requested to advise us of any special health and safety regulations, which may apply to their site.
37. GES require the following to execute cleaning and disinfection works:
 - a. adequate water supply;
 - b. adequate 240V power supply for use of 110V mobile transformers;
 - c. access to relevant areas as deemed required to carry out the specified works;
 - d. adequate drainage facilities to foul drain;
 - e. copies of system schematic diagrams to identify dead legs, redundant pipework or equipment, outlets, etc.;
 - f. access to task specific site records;
 - g. access to site asbestos register and relevant site-specific requirements e.g. induction procedures; access permits; permits to work; reporting emergencies; security etc.

Additional Terms & Conditions Relating to GES Legionella Awareness Training Services

38. In compliance to the LCA Service Standards for formal training provision, GES provide several types of bespoke Legionella Awareness/Control training courses according to client's needs:
 - on-site CIBSE CPD-approved training via PowerPoint presentation delivered by a GES Consultant who attends site with a laptop and projector. Copies of slides in a presentation folder are provided for all attending;
 - remote CIBSE CPD-approved training by a GES Consultant via Microsoft Teams;
 - on-line training via a CPD-approved module for which we supply logins for the training portal.
39. The aim of the Legionella awareness training course is to develop delegates' awareness of Legionella and how to control the risks.

Course content of our Legionella Awareness Training:

- What is Legionella?
- Legislative controls.
- L8 "*The Control of Legionella Bacteria in Water Systems*".
- Duty holders and responsibilities.
- Risk management.

By the end of the training session, delegates should:

- Have knowledge of the key legislation in relation to the control of Legionella;

- Identify the health risks associated with Legionellosis;
 - Understand how to manage Legionella;
 - Understand the role of the responsible person;
 - Outline the requirements of L8 and how it links to organisational procedure.
40. On successful completion of training, each delegate is awarded a certificate based a marked assessment (80% pass mark).
41. Please note, our training courses will deliver knowledge and measure understanding but cannot confirm the level of competence. Competence can only be assessed by observation, questioning, etc., 'on the job' at appropriate intervals and is the responsibility of the employer.
42. The Duty Holder/site-responsible person must:
- review staff training records and identify any further training requirements;
 - complete regular competence assessments for specific tasks;
 - determine if the content of any training offered meets their requirements.
43. To provide accurate costings, GES requires the following information from the client prior to the production of a quote:
- scope of training required;
 - required location of training, on-site or remote (suitable classroom facility required);
 - numbers attending (if greater than 10 persons GES recommend multiple sessions).

Additional Terms & Conditions Relating to GES Legionella Monitoring Services

44. The site-responsible person must provide copies of their Legionella risk assessment, system schematics, asset register, and written schemes of control (if not produced by GES) to the GES Account Manager to enable identification of water systems and sample points prior to providing a quotation or contracted works (GES Terms and Conditions and HSE's legislation/guidance INDG458, ACOP L8, HSG274 parts 1-3).
45. GES must have:
- a. unimpeded access to all parts of the building during any pre-arranged visits;
 - b. copies of system schematic diagrams to identify equipment, outlets, etc.;
 - c. access to task specific site records e.g. previous sample results;
 - d. access to site asbestos register and relevant site-specific requirements e.g. induction procedures; access permits; permits to work; reporting emergencies; security etc.
46. Water samples taken for microbial culture or chemical analysis are collected in sterile PET bottles containing 20mg/l sodium thiosulphate to inactivate residual chlorine. A sample volume of 1000 ml is taken for Legionella (LP) testing and 500 ml when testing for coliform bacteria, E. coli, Pseudomonas and Total Viable Counts (TVC) of bacteria at 22 °C and 37 °C or when undertaking chemical analysis. The water samples are delivered by refrigerated transport to a UKAS 107025 accredited laboratory within 24 hours of collection (UKAS paperwork is available on request). At all points of the sampling and transport process the identity of the sample and traceability is maintained.
47. Water samples are sub-contracted to a UKAS accredited laboratory; UKAS paperwork is available on request. The results of microbial culture of water samples take up to 14 days for LP bacteria and 6 days for TVC before a certificate of analysis is issued. On receipt from the laboratory, GES will send the original analytical test certificate as a .pdf document attached to an e-mail to the client.

48. The test certificates for Legionella show whether the bacteria has been detected or not. Results in the range 100 to 1,000 cfu/l indicate low levels of Legionella in the water system and those greater than 1,000 cfu/l are dangerous and require immediate corrective action.
49. Non-conformances are reviewed by the GES Account Manager and brought to the attention of the client via a formal report sent by e-mail, along with a quote for recommended corrective/preventative actions based on the guidance in HSG274, HTM 04-01, HSG282 or other national guidance as applicable e.g. hot and cold-water systems will need cleaning and disinfection if results from water sample analysis show the presence of Legionella bacteria or if there is a heavy TVC of bacteria. Significant non-conformances are recorded and tracked to conclusion.

Additional Terms & Conditions Relating to GES Plant and Equipment Services

50. The statutory Duty Holder/site-responsible person must:
 - a. detail the location/isolation points for control equipment and/or other sensitive equipment where applicable;
 - b. make systems available i.e. to arrange for them to be taken out of use for the required time (with users informed) and appropriate safeguards put in place; with adequate notice to enable GES as the Service Provider to plan and execute the service;
 - c. make appropriate notification under the requirements of the Plumbing Notification Laws;
 - d. be responsible for waste disposal including any trade effluent or trade waste created by the work and obtain trade effluent consent where the installation will create an ongoing liquid waste;
 - e. consider that any changes to the system may alter the Legionella risk and therefore require a review of risk assessment, associated control scheme and records.

This may result in:

- a reassessment of the legionella risk;
 - an update of the written scheme of control;
 - a revised schematic diagram;
 - a revision of the record keeping system.
- f. ensure any equipment is installed, commissioned, operated, and maintained correctly.
51. GES will have unimpeded access to all parts of the building during any pre-arranged visits.
 52. 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.
 53. If a GES Water representative attends site for a confirmed visit and is refused access or cannot complete the task, then the full amount of those works will be invoiced.
 54. GES require the following to execute plant and equipment works:
 - a. agreed waste disposal;
 - b. adequate water supply;
 - c. adequate 240V power supply for use of 110V mobile transformers;

- d. adequate drainage facilities to foul drain;
 - e. copies of system schematic diagrams to identify dead legs, redundant pipework or equipment, outlets, etc. which may affect efficacy of works;
 - f. access to task specific site records;
 - g. access to site asbestos register and relevant site-specific requirements e.g. induction procedures; access permits; permits to work; reporting emergencies; security etc.
55. GES will provide the following on completion:
- a. adequate information for the user about the risks and measures necessary to ensure that the plant and equipment, and (as appropriate) the water systems in which they are installed, will be safe and without risks to health;
 - b. provision of drawings, asset registers, operation and maintenance manuals etc.;
 - c. demonstration and instruction for the client.

Legal Duties & Responsibilities of the Duty Holder

56. GES Water hereby notify the client of their statutory requirements as the Duty Holder under current Water Hygiene Legislation detailed the HSE documents INDG458 and ACOP L8.
- <https://www.hse.gov.uk/pubns/indg458.htm>
<https://www.hse.gov.uk/pubns/books/l8.htm>
57. There are key responsibilities the Duty Holder has a legal duty to address these are summarised here:
- a. 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 ACOP L8. 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.
 - b. 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.
 - c. 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. ([LCA Buyers Guide](#)).
 - d. Previous risk assessments, site documentation, schematic diagrams and asset registers should be available to inform and help the Risk Assessor.
 - e. 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.
 - f. The findings of the Legionella Risk Assessment including the required corrective actions, and the control measures should be implemented.

- g. 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.
- h. Regular reviews of the effectiveness of Legionella control activities should be carried out to verify the written scheme of control remains adequate.
- i. A reassessment of the Legionella Risk Assessment, associated control scheme and records is required when there are any of the following:
 - change to the water system or its use;
 - change to the use of the building where the system is installed;
 - new information is available about risks or control measures;
 - the results of checks indicating that control measures are no longer effective;
 - changes to key personnel;
 - a case of Legionnaires' disease/Legionellosis associated with the system.
- j. Make appropriate notification under the requirements of the Plumbing Notification Laws.
- k. Ensure the necessary trade effluent discharge consent is in place for any effluent generated from any equipment installed.
- l. Ensure any preparatory work they are responsible for is completed prior to commencing plant and equipment work.
- m. Ensure any equipment is installed, commissioned, operated, and maintained correctly.

