



## Terms and Conditions:

- (1) The prices quoted are valid for acceptance for a period of 30 days from date of quotation.
- (2) The prices quoted are exclusive of Value Added Tax, which will be charged at the rate applicable to the supply date.
- (3) All payments detailed under the quotation shall be payable end of month unless specifically agreed otherwise in writing.
- (4) All goods supplied remain the property of SPES LTD until paid for in full.
- (5) Invoice disputes must be made within 7 Days,
- (6) Prices are based on being able to carry out all tasks in one scheduled visit unless agreed beforehand. Additional costs will be charged at current standard rates for return visits to complete work.
- (7) Unless arranged upon contract agreement, service visits will consist of monitoring, testing and reporting only.
- (8) Should the scope of services vary through Client driven variations which are deemed to be beyond our control, then the fee will be re-negotiated and adjusted accordingly.
- (9) All costs are based on the understanding that SPES will be required to have free uninterrupted 8 hour access to the site for each planned shift.
- (10) Should works be aborted within 24 hours of the agreed start date then an abortive fee may be raised for each allocated member of site staff at a rate of £250.00 Plus VAT, hired in plant costs will be charged at cost plus 5% for any incurred costs.
- (11) Quotations supplied are based on Price Work and not Hour/Day/Men, where works are completed ahead of schedule SPES reserve the right to invoice the full value amount.
- (12) Remedial action identified or abortive calls not of a routine nature will be chargeable at current standard rates labour rate less 20%. SPES LTD shall be entitled to immediately cancel the agreement to provide products and services with the Customer in the event of:
  - a) The customer not complying with any written recommendation provided by SPES LTD during the course of the agreement.
  - b) Any outstanding debt due to SPES LTD in respect of products/services provided remaining outstanding or more than 30 days end of month, unless otherwise agreed in writing between SPES LTD and the Customer.
- (13) The Customer becoming bankrupt or committing any act of bankruptcy, or put into liquidation, or have a receiver appointed, or have an administration order made against.
- (14) The agreements made between the Customer and SPES LTD shall in all respects be construed and operated as an English contract, and in conformity with English Law.
- (15) If any sum remains unpaid after the date for payment SPES LTD may require the customer to pay a surcharge of 2% per month or part thereof on such unpaid sum until payment received.
- (16) All payments by Buyer shall be made in full without any deduction whether by way of set off, counter claim or otherwise.
- (17) Whilst SPES LTD will take all reasonable steps to ensure that the services and materials to be provided by them under any quotation are provided without undue delay, SPES LTD will not be liable for any delay or failure occurring due to circumstances outside their reasonable control.
- (18) SPES LTD will not be held responsible for the state of any system after hand over to the client where works have been completed and documentation provided.
- (19) SPES LTD does not accept liability for the success of any water treatment works if the system concerned is not designed and installed to current industry guidelines
- (16) Whilst every endeavour is made to ensure that the chemical treatment and commissioning programme (where applicable) is suitable for the purpose for which it is intended, it is the responsibility of the Customer to provide SPES LTD with all details of the system including job specification, system test pressure and system material prior to commencement of any works.
- (17) Where works are to be carried out involving drainage of water or pressure testing of pipework, SPES LTD will proceed on the understanding that all drains are mechanically sound and free of blockages and pipework to be pressure tested at 1.5x maximum working pressure understand that failed tests are still charged at full rates, unless specifically advised otherwise, in writing, by the Customer. SPES LTD will accept no liability for any damages caused as a result of defective drainage.
- (18) It is the clients (overall responsible person) responsibility to ensure that monitoring tasks are completed, and risks identified on the system are addressed in a timely manner.
- (19) The Health and Safety at Work Act 1974 (HSWA), Control of Substances Hazardous to Health Regulations 1999 (COSHH) and Management of Health and Safety at Work Regulations 1999 (MHSWR) state that there are guidelines which must be followed to protect employees and the public from the risks associated with Legionella.
- (20) As an employer, or a person in control of premises, you are responsible for health and safety and need to take the right precautions to reduce the risks of exposure to Legionella. The Health and Safety Executive HSG274 part 1 – 3 provides extensive guidance to help you ensure you meet your obligations
- (21) Service calls will consist of routine testing and reporting only. Additional call-outs or abortive visits not of a routine nature will be fully charged at current rates, labor rate less 20%.
- (22) It is your responsibility as a customer to hold all documentation for a minimum of 5 years.
- (23) S P Environmental Services Ltd is LCA Registered for the following areas:  
Legionella Risk Assessments Hot & Cold Water Services (BS 8580, HTM 04-01)  
Water Treatment Chemical supply and On-Site Analytical and Monitoring Services (BSRIA, HSG274, HTM 04-01) Cleaning and Disinfection Services (BS 8558, BS EN 806) Hot and Cold Water Monitoring and Inspection Services (ACOP L8, HSG274, HTM 04 – 01) Training Services Legionella & Microbiological Analytical Services  
Independent Consultancy Services (ACOP L8, HTM 04-01)  
Plant and Equipment Services SPES statement of compliance and LCA certification and LCA code of Conduct can be found on our website at [www.spesltd.co.uk](http://www.spesltd.co.uk)