

## ACORN PRESSURISATION SERVICES LIMITED TERMS AND CONDITIONS

### APPLICABLE TO SCHEDULED MAINTENANCE CONTRACTS

**1. Definitions.**

- (i) "The Company" shall mean Acorn Pressurisation Services Ltd (a limited liability company), whose registered office is at AGM House London Road, Copford Colchester CO6 1GT, and includes any person, company, partnership, firm, joint venture, association, organisation, trust, state or state agency deriving title from it or any successor, transferee or assignee.
- (ii) "The Client" shall mean the company or person to whom this proposal has been issued.
- (iii) "The Contract" shall mean the agreement constituted by the acceptance of the relevant proposal subject to the following terms and conditions.

**2. Scope:** The Company will undertake maintenance on the equipment as listed in the attached schedule unless otherwise agreed between the Company and the Client in writing. The stated fee will remain fixed for the period of the agreement as per the selected option (i.e. 1 or 3 years).

**3. Timeliness:** The Company will carry out routine calls during the proposed nominal months to the best of their endeavours, but in the interests of providing the most cost effective service possible, calls may be arranged and rescheduled to a nominal limit of plus or minus one month with the agreement of the Client. Time is of the essence for this contract however the Client and the Company will work together to agree the dates of the standard maintenance visit, the major maintenance visit and the written scheme of examination..

**4. Access:** The Client must permit the Company's employees to have full access to the equipment covered by the contract during normal working hours (08.00-17.30 Monday to Friday, except for statutory and local holidays), for the purpose of maintaining the equipment, unless otherwise specifically agreed. The Client will inform the Company when it can give access to the equipment.

**5. Limitations of Liability:**

- a. **Misuse:** The Company cannot be held responsible for fault or damage arising from misuse, accident wilful or malicious actions by persons other than the Company's employees.
- b. **Force Majeure:** If the Company's business or the Client's business shall be disorganised by industrial dispute, war, fire, accident, governmental action or any other cause beyond the Company's or the Client's control, the Company/ the Client reserves the right to direct that work be postponed until the end of such disorganisation upon giving written notice to the Client/ the Company. The Company must take all reasonable steps to resume performance of its obligations.  
If and when the period of the disorganisation exceeds 30 days the Contract shall automatically terminate unless the parties agree otherwise in writing.
- c. **Drainage Facilities:** The Company will take all practical steps to ensure that drainage facilities are suitable for waste/flushing water disposal. It should be noted however that the Company cannot accept responsibility for the condition or integrity of such drainage facilities, or any consequential loss due to problems with drainage not caused by the Company.
- d. **Specified Requirements:** Where the specification of service or product required/supplied has been based on information provided by the Client, the Company cannot accept responsibility for difficulties arising due to errors in such information.
- e. **Condition of Equipment:** In the event of the Company's engineer(s) identifying any aspects of the equipment/system not included within the Contract that need attention, these will be reported to the Client in writing and where appropriate, the Company will offer a quotation for repair or replacement. It should be noted however that the maintenance work done during service calls does not guarantee against subsequent failure (unless the subsequent failure is due to the maintenance work not being carried out properly, or with due care and attention), nor does it confirm that no components of the plant/system are in a worn or deteriorated condition (unless otherwise stated in specific contract details).

**6. Consequential Loss:** The Company shall not be liable to the Client or any other person or party at the clients site or sites connected with the client or its business for any direct, indirect, incidental or consequential loss except that covered by, the Public Liability Insurance maintained by the Company which covers injury, death, and building damage due to negligence by the Company up to the limit of their current Public Liability Insurance.

**7. Additional Work/Repairs:** The maintenance fee excludes the cost of replacement parts, the labour to fit such parts or any breakdowns or additional remedial works. The Company and the Client shall agree in writing any such repairs or additional remedial work and any such repairs carried out during a maintenance call or subsequent visit will be subject to a further charge (cost current at time of supply) agreed in advance in writing with the Client

- (i) To cover cost of fitting
- (ii) To cover cost of materials used, at the rates prevailing at the time of supply
- (iii) To cover travelling time

**8. Extended Warranty Contract: Optional Cover**

Only equipment supplied by Aquatech Pressmain will be covered by the Extended Warranty. The Extended Warranty includes the cost of labour and materials to repair a defective item and negates Clause 7, subject to certain exclusions below.

**Qualification**



- i. The equipment must be installed in accordance with Aquatech Pressmain instructions and have been commissioned by Acorn Pressurisation Services Ltd
- ii. An Extended Warranty must be taken out within 24 months of the date of despatch from Aquatech Pressmain unless otherwise agreed.
- iii. The Company must be satisfied that the equipment is in good working order at the commencement of the Extended Warranty.
- iv. The equipment must be covered by a current Acorn schedule maintenance contract.
- v. The Extended Warranty must be paid in advance.
- vi. The client's account must not be in arrears by more than 60 days.
- vii. The Warranty can be extended up to a maximum of 7 years. (1 year manufacturer's + 6 years extended.)

**Exclusions:** Repairs or replacement will not be covered under these circumstances.

- i. Equipment/items not supplied by Aquatech Pressmain Ltd.
- ii. Works carried out prior to the commencement of the warranty.
- iii. The cost of modifying the equipment.
- iv. Works carried out by persons other than Acorn Pressurisation Services Ltd or their agents.
- v. Claims arising from the client or their agents failure to follow the manufacturer's instructions;
- vi. Theft, attempted theft, malicious damage or damage caused by fire or explosion;
- vii. Claims arising from floods, lightning, storms, frost or other bad weather conditions;
- viii. Claims arising from any problem with the supply of electricity, gas or water;
- ix. Costs if no fault is found with your equipment;
- x. Aborted site visits where no access could be gained to the equipment.
- xi. Routine maintenance, cleaning and servicing;
- xii. Repairs carried out outside of the mainland United Kingdom, unless we agree otherwise in writing;
- xiii. Costs arising from not being able to use your equipment or from damage caused when the equipment breaks down, including any costs to remove or reinstate built-in or fitted equipment;
- xiv. Cosmetic damage such as damage to paint work or dents or scratches to the equipment;
- xv. The cost of replacing any item or accessory that is intended to be replaceable. These include: fuses, batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers, weather proof enclosure;
- xvi. Costs due to rust, corrosion or water damage;

#### **Transferring the Extended Warranty.**

The client may transfer the warranty to a new owner of the equipment by giving the company details of the new owner. The warranty cannot be transferred to any other equipment.

#### **Cancellation**

The extended warranty can be terminated at any time giving 30 days notice in writing, any fees already paid would be non refundable.

#### **9. Fully Comprehensive Contracts:**

Fully Comprehensive contracts negate clause 7 subject to the limitations listed below. These contracts include the cost of all parts and labour or in the case Comprehensive Labour only contracts which exclude the cost of parts.

**Limitations of cover:** The Company must be satisfied the equipment covered by the contract is full working order at the commencement of the contract. Any required repairs must be completed prior to commencing of the contract at the clients expense. The scheduled equipment must be covered by a current in date maintenance contract. The cover is limited to the definition of the units as defined below.

**Definitions of Equipment:** A **sealed system pressurisation unit** is considered to include where fitted and within the confines of a base or cabinet, pressure pump(s), pump control pressure switches, high & low pressure protection switches, pressure indicators, isolating valves, non return valves, accumulator, expansion vessel(s), mains water break tank, float valve, suction and discharge manifolds and electrical control panel. Excludes system pipe work, system safety valves, system control panels, BMS controls any other ancillary equipment.

A **water booster pump set** unit is considered to include where fitted and within the confines of a base or cabinet, pump(s), pump control pressure switches, low pressure and low water protection switches, pressure indicators, isolating valves, non return valves, accumulator, suction and discharge manifolds and electrical control panel. Excludes system pipe work, mains water break tanks, float valves, system safety valves, system control panels, BMS controls any other ancillary equipment.

**Replacement Parts:** Replacement parts will be supplied and fitted on a like for like basis; the contract excludes the cost to carry out modifications to controls, electrical components, wiring, pipe work, brackets and supports, these would be subject to an a separate additional quotation.

**Obsolescence:** The Company will continue to supply replacement parts, until such time the parts become unavailable. At that time the company will advise the client the equipment can no longer be maintained and will provide a quotation for complete replacement equipment. The complete replacement of this equipment would not be covered by this contract.

**Exclusions:** Repairs or replacement will not be covered under these circumstances.

- i. Equipment/items not listed as part of the contract.
  - ii. Works carried out prior to the commencement of the contract.
  - iii. The cost of modifying the equipment.
  - iv. Works carried out by persons other than Acorn Pressurisation Services Ltd or their agents.
  - v. Claims arising from the client or their agents failure to follow the manufacturer's instructions;
  - vi. Theft, attempted theft, malicious damage or damage caused by fire or explosion;
  - vii. Claims arising from floods, lightning, storms, frost or other bad weather conditions;
  - viii. Claims arising from any problem with the supply of electricity, gas or water;
  - ix. Costs if no fault is found with your equipment;
  - x. Aborted site visits where no access could be gained to the equipment.
  - xi. Repairs carried out outside of the mainland United Kingdom, unless we agree otherwise in writing;
  - xii. Costs arising from not being able to use your equipment or from damage caused when the equipment breaks down, including any costs to remove or reinstate built-in or fitted equipment;
  - xiii. Cosmetic damage such as damage to paint work or dents or scratches to the equipment;
  - xiv. The cost of replacing any item or accessory that cables, plugs, light covers or rain covers, weather proof enclosure;
- 10. Breakdown Cover:** The Company will provide a chargeable 24-hour/day 365-day/year emergency breakdown service for the period of the Contract limited to the mainland United Kingdom.
- Exception:** Does not apply to sites located in Scotland, Northern Ireland or equipment that requires special access arrangements such confined spaces, working at heights or other situations with serious health and safety implications. Breakdowns in these areas are treated with preference and attendance to such calls will be made as conditions permit.
- 11. Commencement:** New contracts will commence on the 1<sup>st</sup> of the month following acceptance unless otherwise agreed between the Company and the Client
- 12. Renewal:** A renewal quotation will be issued two months prior to the expiry date. The contract will continue upon acceptance of the renewal in writing. Contracts not renewed by the expiry date will result in the contract being suspended.
- 13. Termination:** The contract will be cancelled if it has not been renewed within 90 days of the expiry date or it can be terminated by the Client with not less than one calendar month prior written notice. The Company may terminate or suspend this agreement immediately if the Client fails to pay any fee or charge which is overdue for more than 20 days or if the Client is in a material breach of any term in this Contract and such breach has not been remedied within a reasonable period.
- 14. Applicable Law:** Unless otherwise agreed in writing, the Contract shall in all respects be governed by and in accordance with English law.
- 15. Confidentiality:** The Company shall maintain strict confidentiality to the Clients activities at all times, unless otherwise agreed by the Client in writing.
- 16. Value Added Tax:** All fees and charges are subject to VAT and are net payable within 30 days of invoice.
- 17. Assignment:** The Company may not assign the Contract or any part of it without the prior written consent of the Client. The Client may assign the Contract or any part of it to a Group Company without consent.
- 18. Communication:** All communications between the parties shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Client and the Company set out in any document which forms part of the Contract or such other address as shall be notified by either party to the other. Communications shall be deemed to have been received: If sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or If delivered by hand, on the day of delivery; or if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 19. Third Party Rights:** A person who is not a party to these terms and conditions by the quotation and the acceptance by the Client of the purchase order shall have no rights under these terms and conditions pursuant to the Contracts (Rights of Third Parties) Act 1999. Insurance: It is a condition of this Contract that the Company shall at the Company's expense keep employers liability insurance in place with an indemnity limit of at least £10 million in respect of any one claim, occurrence or incident. The Company shall keep in place adequate public liability and products liability at all times. If the Contract is for longer than a year the Company shall produce evidence upon written request by the Client that such insurance is in place on each anniversary of the Contract.

Note: This document contains the full terms of the agreement between the parties. No variation of this agreement shall be valid unless authorised in writing by the Company. The Company reserves the right to amend or alter these terms and conditions at any time without notice to the client.