



TERMS AND CONDITIONS

BACKGROUND:

Specialist Leak Detection Ltd, a Limited Company with registration number 11834590 and the registered address 10 Fides House, Chertsey Road, Woking, Surrey GU21 5AB (the "Service Provider") provides leak detection services to business and residential clients. The Service Provider has reasonable skill, knowledge and experience in their respective field. These Terms and Conditions shall apply to the provision of services by the Service Provider to its clients.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" means the agreement entered by the Service Provider and the Client incorporating these Terms and Conditions (or variation thereby agreed upon by both Parties) which shall govern all provisions of the Services provided.

"Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London.

"Client" means the party procuring the Services from the Service Provider who shall be identified in the agreement.

"Fees" means all sums due under the Agreement from the Client to the Service Provider, as specified in the agreement.

"SLD" Means Specialist Leak Detection

"Services" means the services to be provided by the Service Provider to the Client in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of the Agreement.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means.

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.2.3 "These Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time.

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and

1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Provision of the Services

2.1 With effect from the Commencement Date, the Service Provider shall, throughout the Terms of the Agreement, provide the Services to the Client.

2.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the leak detection sector in the United Kingdom.

2.3 The Service Provider shall endeavour to provide a report to the Client, setting out details of any leaks detected during their attendance on the Client. The Client accepts that in some cases, it may not be practical to provide a report. The Service Provider shall endeavour to provide as much detailed feedback as possible.

2.4 The Service Provider shall act in accordance with all reasonable instructions given to them by the Client, provided that such instructions are compatible with the specification of Services provided in the Agreement.

2.5 The Service Provider shall be responsible for ensuring that instructions comply with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.



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2.6 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

2.7 SLD do not investigate structural leak if the leak is found to be a structural leak and engineers from experience do advise n report this will not be backed nor will SLD be held accountable or liable for structural leaks for example leaks from rain or structure to building

3. Access, Repairs & Recommissioning

3.1 When requested to do so by the Client, the Service Provider will refill and bleed air from the system as far as is practical or possible on attendance. A system that cannot be bled properly if it is inoperable to the extent of requiring the assistance of a plumber, this is not part of the services and such work would need to be arranged and paid for separately by the Client.

3.2 Where pipe work is drained, The Service Provider shall endeavour to advise the Client on the condition of the water discharged and if any additives or devices are required/recommended

3.3 Fees are due for the successful location each leak(s) by the Service Provider. Access to pipework etc. is not part of the Services

4. Refusal of repair/ re- commissioning

4.1 On rare occasions where the Service Provider considers an installation dangerous or beyond repair, the Service Provider reserves the right to refuse to repair and / or re – commission such installation(s) even after successful leak detection.

4.2 Refusal is to be at the sole discretion of the Service Provider's engineer on site, and in the circumstances, the leak detection fee remains applicable

5. Leak detection of swimming pools

5.1 In order to detect possible leaks in swimming pools, the water level needs to be accurately measured/marked at the normal level and (where possible) the level has dropped as a result of the leak(s).

5.2 Unless agreed otherwise, in order to detect the leak, the pool level needs to be at its normal full level.

5.3 The pool needs to be in an operational condition and hygienic condition; the condition of the pool needs to be fit enough to swim in.

The Pool is not to be "flushed" with chlorine or acid prior to the Service Provider's inspection as this risks injury and/or damage to equipment. The Service Provider reserves the right to refuse inspection of any pool which is not in safe condition (in the circumstances, the fee would still be payable)

6. Client's Obligations

6.1 In addition to complying with requirements for provision of services above, The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services.

6.2 On successful leak detection, payment is due before the Service Provider leaves site, unless this has been authorised at the time of booking. Credit/debit card, cash or BACS are accepted forms of payment. Cheques are not accepted

6.3 When appointments are made where payment is not to be paid directly to the Service Provider on site (e.g., landlords/letting agents), payment must be made when booking.

6.4 Reports are only released after payment has been made in full.

6.5 Any overdue payments will automatically be passed onto a debt collection agency. We reserve the right to add interest charges at an annual rate of 12.0%. we also reserve the right to charge recovery fees.

6.6 We do not accept payment from insurance companies.

6.7 Materials remain the property of SLD until all invoices have been paid in full.

6.8 Where secondary access is required, we do not carry permanent repair kits as standard all our repairs are temporary, as we are not plumbers, repairs are generally not made unless for mitigation or further damage and is considered temporary and without warranty.



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7. Fees, Payment and Records

- 7.1 The Service Provider's "no find no fee" leak detection is per domestic customers only (maximum of 1 kitchen and 3 bathrooms.) and for internal "portable" supplies such as internal water mains and cold-water feeds.
- It explicitly excludes:
- Commercial & Flat to Flat leak detection
 - Heating leaks due to complex systems which are often contaminated with leak seal/rust
 - Damp/roof investigation caused by construction defects
 - Not applicable if plumbing leaks are to be found
 - Limited to a single 8-hour day
 - Not applicable if the pipe runs below a membrane or any type of ducting
 - Leak detection is successful when a leak is narrowed down to a room and/or an area of 6m squared X 6m squared
 - Swimming pool inspections
 - Shared water mains
 - Leak access and repair is always charged separately from leak detection
- 7.2 Where the Service Provider suspects that more leaks are present, the Service Provider will attempt to detect such leaks (additional charges may be applied for additional leaks).
- 7.3 The Service Provider shall endeavour to locate all leaks on the first visit, however, should further visits be required, these shall be subject to the standard call out rate.
- 7.4 Where free parking facilities are not available, the Client agrees to reimburse the Service Provider for any such parking fees in addition to the Fees for the Services as is ULEZ/ Congestion charge cost to attend.
- 7.5 On successful leak detection, payment is due before the Service Provider leaves site, unless this has been authorised at the time of booking. Credit/debit card, cash or BACS are accepted forms of payment. Cheques are not accepted.
- 7.6 When appointments are made where payment is not to be paid directly to the service provider on site (e.g., landlords/letting agents), payment must be made when booking.
- 7.7 Reports are only released after payment has been made in full.
- 7.8 Any overdue payments will automatically be passed onto a debt collection agency. We reserve the right to add interest charges at an annual rate of 12.0%. we also reserve the right to charge recovery fees.
- 7.9 We do not accept payment from insurance companies.
- 7.10 Materials remain the property of SLD until all invoices are paid in full and have been approved.
- 7.11 ISV (Internal stop valve)) - It is the client's responsibility to have an internal stop valve within the property, if you don't have an ISV (Internal stop valve) or you are not sure, please call the office as soon as possible to discuss your options. If SLD arrives at the property to conduct a tracer gas test and there is no ISV (Internal stop valve), it will not be possible to isolate the water to conduct the test. A call-out charge will apply as this is the client's responsibility to have an ISV (Internal stop valve).
- 7.12 ESV (External stop valve)) - It is the client's responsibility to have an external stop valve which should normally be on the pavement and is the responsibility of your local water provided to get this located or replaced, If SLD arrives at the property to conduct a tracer gas test and there is no ESV (External stop valve), it will not be possible to isolate the water to conduct the test. A call-out charge will apply as this is the client's responsibility to have an ESV (External stop valve).
- 7.13 Hot water Isolator - It is the client's responsibility to have a hot water isolator on their hot water tank/cylinder to isolate the hot water, which should normally be on top of the hot water cylinder, The reason for the isolator is to prevent the tracer gas from going back into the hot water cylinder as this will most probably cause the Coil to split due to the pressure and is the responsibility of your client to get this located or fitted before we attend, If you don't have a hot water isolator or you are confused as to what it is, please give the office a call to discuss options, if SLD arrive at the property to conduct a tracer gas test and there is no hot water isolator, it will not be possible to isolate the hot water to conduct the test. A call-out charge will apply as this is the client's responsibility to have a hot water isolator
- 7.14 Drain-off valves - - The client's responsibility is to have a drain-off valve to drain the entire heating system. A drain-off valve(s) is located under a radiator leg or should normally be on the ground floor or maybe even on the external wall and is the responsibility of the client. If your boiler is located upstairs you may have several drain off point(s) to drain each line efficiently, If SLD arrives at the property to conduct a tracer gas test on the heating system and there is no drain off valve, we will try our best to drain the system, But we might not be able to locate the leak due to too much water being Inside the system. If you do not know what a drain-off valve is or you do not know where this is located please call the office before the appointment takes place for alternative options, a call-out charge will apply if the leak is not found due to not having a drain off valve.
- 7.15 Where secondary access is required, we do not carry permanent repair kits as standard all our repairs are temporary, as we are not plumbers, repairs are generally not made unless for mitigation or further damage and is considered temporary and without warranty.



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- 7.16 A half day rate is a maximum of 4 hours on site. Anything beyond those 4 hours will be charged the minimum hourly rate of £110+VAT. This includes any amount of time between 0-1 hour(s) at each hourly interval. For example, if an engineer is on site for half a day(4hours) and goes over the time beyond 10 mins, the full hour will be charged, rounding up to the next hour.

8. Liability, Indemnity and Insurance

- 8.1 The Service Provider shall ensure that it has in place, at all times, suitable and valid insurance that shall include public liability insurance.
- 8.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill, it shall carry out any and all necessary remedial actions at no additional cost to the Client.
- 8.3 The Service Provider's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the sum defined therein.
- 8.4 The Service Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Service Provider.
- 8.5 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude the Service Provider's liability for death or personal injury.
- 8.6 Subject to sub-Clause 5.3 of the Agreement, the Service Provider shall indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of the Service Provider's breach of the Agreement.
- 8.7 The Client shall indemnify the Service Provider against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Service Provider) caused by the Client or its agents or employees.
- 8.8 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

9. Guarantee

- 9.1 The Service Provider shall guarantee that the product of all Services provided will be free from any and all defects for a period that shall be defined in the Agreement.
- 9.2 If any defects in the product of the Services appear during the guarantee period set out in the Agreement, the Service Provider shall rectify any and all such defects at no cost to the Client.

10. Force Majeure

- 10.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to power failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism.
- 10.2 acts of war, governmental action or any other event that is beyond the control of the Party in question.

11. Third Party Rights

- 11.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

12. Complaints

- 12.1 The Service Provider takes all feedback seriously, if the Client wishes to complain they can do so by emailing the Service Provider at the address provided.

13. Notices

- 13.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

14. Entire Agreement

- 14.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 14.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.



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15. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

16. Law and Jurisdiction

16.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Subject to the provisions of Clause 26 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

17. Gas leak Detection Restriction/localization

17.1 Normally we will localise a leak to a specific area unless the leak is in:

- Ducting sheets
- Glued Vinyl floor
- Inside a voided floor/ suspended floor

We will try to use other equipment to pinpoint the leak, but the area may expand due to these issues.

Also, our gas can "set" leak sealer (Blocking/Sealing) up the leak) that's why it is imperative that we know that leak sealer has been added to the system and this liquid can invalidate boiler warranty.

A leak detection survey is considered as completed where we find no leak on your internal pipework in the property due to incorrect diagnosis by the water board or an independent plumber.

18. Term and Termination

18.1 The Agreement shall come into force on the agreed Commencement Date

18.2 If the Client cancels the Contract within 24hours/1 working days of appointed time, the Service Provider shall be entitled to 100% cancellation fee to be paid by the Client.

For example, a Friday booking will need to be cancelled on a Wednesday for no charge to be applied and a Monday booking cancelled on the Thursday the week before.

18.3 If the Client cancels the contract within 48hours/2 Working days of appointed time, the Service Provider shall be entitled to 50% cancellation fee to be paid by the Client.

18.4 For example, a Friday booking will need to be cancelled on a Tuesday for no charge to be applied and a Monday booking cancelled on the Wednesday the week before.

18.5 If booked on an emergency appointment and the client cancels after 4 hours of making a booking, the service provider shall be entitled to a 50% cancellation fee to be paid by the client.

Either party may immediately terminate the agreement by giving written notice to the other party if:

- 18.5.1 the other Party commits any other breach of any of the provisions of the agreement and, if the breach is capable of remedy, fails to remedy it within 5 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied.

anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party:

18.6 For the purposes of sub-Clause 8.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provisions in question in all respects.

18.7 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

19. No Waiver

No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

20. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

21. Costs

Subject to any provisions to the contrary each party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the agreement.



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22.

Set-Off

Neither party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

23.

Assignment and Sub-Contracting

- 23.1 Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the agreement, be deemed to be an act or omission of the service provider.