SPECIALIST LEAK DETECTION LTD

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Specialist Leak Detection Ltd, a company incorporated in England and Wales with company number 11834590 and having its registered office at One, Albion House, Unit 6 High Street, Woking, GU21 6BG (the "Service Provider"), provides professional leak detection services to both business and residential clients. The Service Provider possesses the requisite skill, expertise, and industry knowledge to perform such services in accordance with prevailing standards. These Terms and Conditions shall govern all agreements for the provision of services by the Service Provider and shall apply to all engagements with the Client, unless expressly varied in writing by both Parties.

1. Definitions and Interpretation

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

- "Agreement" means the contract formed between the Service Provider and the Client, incorporating these Terms and Conditions and any variation agreed in writing, which governs the provision of the Services.
- "Business Day" or "Working Day" means any day other than a Saturday, Sunday, or public holiday in England and Wales, during the hours of 8:00 AM to 5:00 PM. Any communication, cancellation, or contractual action made after 5:00 PM shall be deemed to have occurred on the next Working Day.
- "Client" means the individual, company, organisation or other legal entity that procures the Services from the Service Provider, as specified in the Agreement or at the time of booking.
- "Fees" means the total charges payable by the Client to the Service Provider under the Agreement, including any applicable call-out charges, labour costs, equipment use, materials and taxes, as agreed in writing or at the time of booking.
- "SLD" refers to Specialist Leak Detection Ltd.
- "Services" means the leak detection services to be performed by the Service Provider for the Client, including but not limited to inspections, diagnostics, testing, access, reporting, and any ancillary or temporary repair works as further described in the Agreement and subject to these Terms and Conditions.

1.2 Interpretation Unless the context otherwise requires:

1.2.1 References to "writing" or "written" include communication by electronic mail or other electronic communication methods capable of being stored and reproduced;

1.2.2 A reference to a statute or statutory provision includes all subordinate legislation made under that statute and any amendments, re-enactments or replacements in force at the relevant time;

1.2.3 A reference to "these Terms and Conditions" includes any amendments or supplements made from time to time;

1.2.4 A reference to a "Clause" is to a clause within these Terms and Conditions unless otherwise stated;

1.2.5 References to a "Party" or the "Parties" mean the Service Provider and the Client individually or collectively;

1.2.6 Headings are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.2.7 Words importing the singular shall include the plural and vice versa;

1.2.8 References to one gender include all genders;

1.2.9 References to a "person" include a natural person, corporate or unincorporated body (whether or not having separate legal personality), partnership, or government entity.

2. Provision of the Services

2.1 From the Commencement Date and throughout the term of the Agreement, the Service Provider shall deliver the Services to the Client in accordance with the Agreement and these Terms and Conditions.

2.2 The Services shall be carried out with reasonable skill, care, and diligence, consistent with industry best practice and the professional standards applicable within the leak detection sector in the United Kingdom.

2.3 Report Preparation and Delivery:

The Services may include the preparation of a written report detailing the engineer's findings, observations and recommendations. Where a report is included in the agreed scope of Services, time reasonably spent by the attending engineer preparing the report during the appointment shall form part of the chargeable service time. Reports will normally be issued within 24 – 48 working hours, following completion of the investigation, subject to receipt of payment and any further information reasonably required. Where additional time is required to prepare a more detailed or specialist report, any additional charges will be discussed and agreed with the Client in advance.

2.4 The Service Provider shall ensure that all Services are conducted in accordance with all applicable laws, statutory regulations, local byelaws, industry codes of conduct, and safety standards relevant to leak detection activities in the United Kingdom.

2.5 The Service Provider shall make all reasonable efforts to accommodate changes to the Services requested by the Client. However, such changes shall only be implemented upon written agreement by both Parties, and any associated adjustments to Fees or service timelines shall be confirmed in advance.

2.6 The Service Provider does not provide structural investigations or reporting. Where, in the attending engineer's professional judgment, a leak is likely to originate from a structural issue—such as rainwater ingress, building movement, or design flaws— this shall be communicated to the Client informally. The Service Provider shall bear no liability for the detection, confirmation, or resolution of such issues, and no warranties or guarantees shall be implied or provided in such cases.

3. Methods of Leak Detection

3.1 The Service Provider employs a variety of recognised and advanced diagnostic techniques to locate and assess leaks, depending on the type of system, property structure, and environmental conditions. The following methods may be used independently or in combination, at the discretion of the attending engineer:

- Dye Testing / UV Dye Testing – used to trace the path of water and confirm leak locations visually;
- Advanced Borescope Cameras – for internal inspections within concealed areas such as wall cavities, under floors, and behind fixtures;
- Water Analysis – to identify source differences or potential contaminants in sampled water;
- Moisture Meters – used to measure elevated moisture levels in walls, floors, or structural materials;
- Correlation Detection – for pinpointing leaks in pressurised underground pipework using sound delay analysis;
- Tracer Gas Detection – involving the introduction of safe, non-toxic gas into the system. Any additional tracer gas required will be discussed and agreed with the Client before use;
- Acoustic Detection – for identifying leak-related sounds in walls, floors, or concealed spaces;
- Thermal Imaging – used to detect anomalies in surface temperatures which may indicate hidden moisture or water flow;
- Drone Surveys – deployed for aerial inspections of inaccessible or elevated structures, such as roofs or large properties.

3.2 The decision on which methods to apply rests solely with the Service Provider and shall be based on the conditions found at the property and the nature of the suspected issue.

4. Access, Repairs & Recommissioning

4.1 Upon request, and where reasonably practicable, the Service Provider will refill the system and bleed air from it following inspection or testing. Where the system is not capable of being properly recommissioned due to its condition or where specialist plumbing input is required, such works shall fall outside the scope of the Services. The Client is responsible for arranging and covering the cost of any such third-party services.

4.2 Where the Services involve draining the system, the Service Provider shall, where possible, advise the Client on the observed condition of the discharged water and whether any water treatment, inhibitors, or other measures are recommended before recommissioning.

5. Refusal of Repair or Recommissioning

5.1 In exceptional circumstances, where the attending engineer, acting reasonably, determines that the installation is unsafe, noncompliant with relevant regulations, or beyond economic repair, the Service Provider reserves the right to refuse to perform any repair or recommissioning works, even in cases where a leak has been successfully identified.

5.2 The decision to refuse such work shall be made at the sole discretion of the attending engineer and shall be considered final. In such circumstances, the full leak detection service fee shall remain payable, regardless of whether repair or recommissioning takes place.

6. Leak Detection of Swimming Pools

6.1 For effective diagnosis of leaks in swimming pools, the water level must be accurately measured and visibly marked at its normal full level. The Client may be asked to provide evidence that a drop in water level is due to a suspected leak rather than natural evaporation or use.

6.2 Unless otherwise agreed in writing, the pool must be filled to its normal operational level at the time of inspection to facilitate a proper and accurate leak test.

6.3 The pool must be in a sanitary, operational, and safe condition suitable for inspection. Pools treated with excessive chemicals (including but not limited to high chlorine concentrations or recent "flashing" with acid or shock treatments), as well as pools in a structurally unsafe state, may pose a health or equipment risk. In such cases, the Service Provider reserves the right to refuse inspection. If inspection is refused on such grounds, the full agreed fee for attendance and assessment remains payable.

7. Client's Obligations

7.1 The Client shall provide, to the best of their knowledge, all relevant, accurate, and complete information required to enable the Service Provider to deliver the Services effectively and safely.

7.9 Where a property is served by a shared water main, the Client must inform the Service Provider at the time of booking. Failure to disclose this may affect the ability to perform leak detection effectively, and no liability shall attach to the Service Provider in such cases.

7.10 The Client acknowledges that where access to concealed pipework is necessary, any repairs carried out by the Service Provider are temporary and provided only for mitigation purposes. The Service Provider is not a licensed plumbing contractor and does not provide permanent repairs or installations. Accordingly, no warranties shall apply to such works, and the Client is advised to seek appropriate follow-up from a qualified plumber.

8. Fees, Payment and Records

8.0 Fees and Quotations

8.0.1 Before a booking is confirmed, Specialist Leak Detection Ltd ("SLD") will discuss the scope of the Services and the applicable charges with the Client. For telephone bookings, these details will be explained during the call, and the booking will be confirmed once the Client verbally accepts the scope and charges and SLD accepts the booking. SLD will then send a confirmation email setting out the booking details, agreed scope and applicable charges before the Services begin. For bookings made through other methods, the scope and charges will be set out in a quotation or written booking confirmation for the Client's acceptance. Prices quoted to consumers will include any applicable VAT, and any reasonably foreseeable additional charges will be explained before the booking is agreed. Where the total price cannot reasonably be calculated in advance, SLD will explain the basis of calculation, including any applicable hourly rate, minimum charge and charging increments, and provide an estimate where reasonably practicable.

Any changes to the agreed scope of the Services or the basis of charging will require the Client's express agreement before the relevant work is undertaken or charges are incurred. Where additional time, specialist equipment, testing methods, materials or other services beyond the agreed scope are required or recommended during an appointment, the attending engineer will explain the proposed additional work and its cost, or how that cost will be calculated, before proceeding. The Client may expressly authorise the additional work and charges verbally, including during discussions with the attending engineer at the property, or in writing, subject to any applicable legal requirements for written information or consent. SLD will record any verbal authorisation and provide written confirmation as soon as reasonably practicable. The Client's silence or failure to object will not constitute authorisation.

Where additional time is reasonably required to complete the originally agreed Services, and the Client has already expressly accepted an ongoing hourly charging arrangement without an agreed maximum duration or spending limit, separate authorisation for each additional hour will not be required. This applies only to the originally agreed Services at the agreed hourly rate and charging increments. SLD will inform the Client promptly if any estimate is likely to be materially exceeded and explain the reason and revised estimate. Any agreed maximum duration or spending limit must not be exceeded without the Client's prior express agreement.

Nothing in this clause limits the Client's statutory rights.

8.0.2 Unless otherwise agreed in writing, payment is due upon completion of the agreed Services. Accepted payment methods include debit card, credit card, BACS transfer and cash. Cheques are not accepted.

8.0.3 Where the person responsible for payment will not be present, payment is required in advance unless alternative written payment terms have been agreed.

8.0.4 The Client remains responsible for payment irrespective of whether an insurer or other third party is expected to reimburse the Client. SLD does not accept direct payment from insurers.

8.0.5 Reports and service documentation will normally be provided following receipt of payment, subject to applicable law and any written agreement to the contrary.

8.0.6 Overdue sums may be subject to interest and reasonable recovery costs to the extent permitted by law and the agreed contractual terms.

8.0.7 Reasonably foreseeable parking, congestion, ULEZ and other access-related charges will be disclosed before booking where practicable, or otherwise agreed before being incurred.

8.0.8 Additional materials, tracer gas, further visits, equipment or work beyond the agreed scope will be quoted or the calculation basis explained and agreed before being supplied.

8.1 The Service Provider operates a “no find, no fee” policy applicable only to domestic residential properties. This applies solely to properties with no more than one kitchen and up to three bathrooms, and only where leak detection involves internal and portable water supply systems such as internal mains and cold-water feeds. The “no find, no fee” policy explicitly excludes:

- Commercial premises
- Flats, including flat-to-flat leak detection
- All heating systems
- Investigations involving dampness, roofing, or external structures;
- Plumbing-related leak detection (e.g. tap, WC, or fitting leaks);
- Pipework embedded below membranes, screed, or within ducting systems;
- Swimming pool leak detection;
- Shared water mains
- Appointments exceeding the agreed attendance period;
- Any leak detection process that identifies a potential leak area exceeding 6 square metres;
- Any form of physical access or repair work, which is charged separately and never included in leak detection fees.

9. Liability, Indemnity and Insurance

9.1 The Service Provider shall maintain, throughout the term of the Agreement, adequate insurance coverage appropriate to the scope of the Services, including but not limited to public liability insurance and professional indemnity insurance where applicable.

9.2 If the Service Provider fails to provide the Services with reasonable skill, care, or in accordance with this Agreement, it shall, at its own expense, perform any necessary remedial work to ensure compliance, provided that such work falls within the original scope of Services.

9.3 The Service Provider’s total aggregate liability for any loss, damage, or claim arising from or in connection with the Services, whether under contract, tort (including negligence), statute or otherwise, shall be limited to the lesser of:

- The amount specified in the Agreement (if any); or
- The total Fees paid by the Client for the Services giving rise to the claim; or
- £1,000, whichever is lower.

9.4 The Service Provider shall not be liable for any loss, damage, or expense incurred as a result of the Client failing to comply with its obligations, failing to follow reasonable instructions, or where information provided was incomplete, inaccurate, or misleading.

9.5 Nothing in these Terms and Conditions shall exclude or limit liability for:

- Death or personal injury caused by the Service Provider’s negligence;
- Fraud or fraudulent misrepresentation; or
- Any other liability which cannot be lawfully excluded or limited.

9.6 Subject to Clause 8.5, the Service Provider shall indemnify the Client against any direct losses or damages reasonably and foreseeably arising solely from a breach of this Agreement, excluding indirect, consequential, or financial losses (such as loss of profit, use, or opportunity).

9.7 The Client shall indemnify the Service Provider against any damage to property or equipment, including that belonging to third parties (such as leak detection tools, sensors, or access equipment), caused by the Client's acts or omissions, or those of its agents, tenants, guests, or representatives.

9.8 Neither Party shall be held liable for delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond that Party's reasonable control. These include but are not limited to adverse weather conditions, supply chain interruptions, strikes, industrial action, fire, flood, or utility supply failure.

10. Guarantee

10.1 The Service Provider warrants that all Services will be carried out with reasonable care, skill, and diligence. Where applicable, a guarantee shall be provided, the terms of which will be confirmed in writing at the time of booking or within the Agreement.

10.2 Where a defect or service failure arises within the stated guarantee period, and such failure is directly caused by the Service Provider's workmanship, the Service Provider shall carry out the necessary remedial work at no further cost to the Client, provided that:

- The defect has not been caused by tampering, negligence, or misuse by the Client or a third party
- The Services have not been altered or interfered with since completion;
- Any related outstanding invoices have been settled in full.

10.3 For access and repair works:

- Where repairs are conducted on existing pipework, a guarantee period of 60 days shall apply.
- Where repairs involve the installation of new pipework, a guarantee period of 90 days shall apply. These guarantee periods are subject to the same conditions set out in Clause 10.2.

11. Force Majeure

11.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from any event or circumstance beyond its reasonable control. Such events may include (but are not limited to): acts of God, power outages, extreme weather, strikes or labour disputes, civil unrest, terrorism, fire, flooding, or pandemics.

11.2 This includes, but is not limited to, acts of war, government restrictions, or any regulatory or legal changes material ly affecting the Party's ability to perform the Agreement. In such cases, the affected Party shall notify the other as soon as reasonably practicable and take all reasonable steps to mitigate the impact of the delay or failure.

12. Third Party Rights

12.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any term of this Agreement. This clause does not affect any right or remedy that exists independently of the Act.

13. Complaints

13.1 The Service Provider is committed to delivering high-quality services and values Client feedback. If the Client wishes to raise a complaint, it must be submitted in writing to the Service Provider via email or post using the contact details provided at the time of booking or within the Agreement. Any complaint must be raised within 7 days from the date of the Service Provider's attendance. Complaints received after this period may not be considered unless exceptional circumstances apply. any term of this Agreement. This clause does not affect any right or remedy that exists independently of the Act.

13.2 All complaints will be acknowledged within a reasonable timeframe and investigated in a fair, timely, and professional manner, having regard to the nature of the service provided (including situations where detection or access was limited by system design or safety constraints).

14. Notices

14.1 All notices or formal communications under this Agreement shall be in writing and deemed valid if signed by or on behalf of a duly authorised representative of the Party serving the notice.

14.2 Notices may be served:

- By hand delivery;

- By pre-paid first-class post; or
- By email to the addresses confirmed in writing or at the time of booking.

14.3 Notices shall be deemed received:

- At the time of delivery, if delivered by hand;
- Two Business Days after posting, if sent by first-class mail;
- At the time of transmission, if sent by email—provided no delivery failure notice is received.

14.4 This clause is essential for time-sensitive matters (e.g., cancellations, complaints, authorisations), especially in technical and fieldbased services such as leak detection.

15. Entire Agreement

15.1 This Agreement constitutes the entire understanding between the Parties in relation to the Services provided, and supersedes any prior discussions, agreements, proposals or representations, whether written or oral.

15.2 Each Party confirms that, in entering into this Agreement, it does not rely on any representation or warranty not expressly set out herein. All implied terms, warranties or conditions under statute or common law are excluded to the maximum extent permitted by law.

16. Severance

16.1 If any provision of this Agreement is found to be unlawful, invalid or unenforceable by a court or competent authority, that provision shall be deemed severed and shall not affect the validity of the remaining provisions.

16.2 If a provision can be rendered valid by amendment or limitation, it shall apply with such modifications as are necessary to make it valid and enforceable.

17. Law and Jurisdiction

17.1 This Agreement and any dispute or claim (including non-contractual matters) arising from or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

17.2 The courts of England and Wales shall have exclusive jurisdiction to resolve any disputes arising out of or in connection with this Agreement, its formation, or its performance.

18. Gas Leak Detection – Restrictions and Limitations

18.1 The Service Provider shall use all reasonable efforts to localise any gas leak to a specific area. However, the accuracy of localisation may be limited in the following situations:

- Where pipework is installed beneath or within ducting sheets;
- Under glued vinyl flooring;
- Inside a voided or suspended floor structure.

18.2 In such cases, alternative equipment or testing techniques may be used to narrow down the leak location. However, the area of investigation may be extended, and precise pinpointing may not be achievable.

18.3 The Client acknowledges that the tracer gas used in detection may react with leak sealant chemicals, potentially causing them to solidify and temporarily or permanently block the leak. For this reason, it is essential that the Client informs the Service Provider prior to inspection if leak sealant has been introduced into the system. Use of such substances may invalidate the manufacturer's boiler warranty, and the Service Provider accepts no liability for damage caused where this disclosure is not made.

18.4 A leak detection survey will be considered complete even where no leak is found, if the internal pipework within the property is verified as sound and the suspected issue is later determined to be due to a misdiagnosis by a third party, such as the water board or an independent contractor.

19. Term and Termination

19.1 This Agreement shall come into effect on the agreed Commencement Date and shall remain in force until the Services have been completed or the Agreement is otherwise terminated in accordance with these Terms and Conditions. Client-Initiated Cancellation:

19.2 If the Client cancels the appointment with less than 24 hours' notice (or less than one full Business Day), the Service Provider shall be entitled to charge a 100% cancellation fee. Example: To avoid a charge for a Friday appointment, cancellation must be made no later than Wednesday; for a Monday appointment, no later than the preceding Thursday.

19.3 If the Client cancels with between 24 and 48 hours' notice (or less than two full Business Days), the Service Provider shall be entitled to charge a 50% cancellation fee. Example: To avoid a charge for a Friday appointment, cancellation must be made by Tuesday; for a Monday appointment, by the preceding Wednesday.

19.4 Where an emergency appointment is booked and subsequently cancelled more than four hours after booking, the Service Provider shall be entitled to retain 50% of the emergency fee.

Termination for Cause:

19.5 Either Party may terminate this Agreement immediately by giving written notice to the other Party if:

- 19.5.1 The other Party commits a material breach of any term of the Agreement and—where such breach is capable of remedy—fails to remedy it within five (5) Business Days of receiving written notice specifying the breach and requiring it to be remedied;
- 19.5.2 The other Party becomes subject to insolvency proceedings, bankruptcy, administration, liquidation, or any analogous event under the law of any jurisdiction.

19.6 For the purpose of Clause 19.5.1, a breach shall be deemed capable of remedy if the Party in breach can fully perform or correct the relevant obligation within the required timeframe.

19.7 Termination of the Agreement shall be without prejudice to any rights or remedies accrued prior to termination, including the right to recover Fees for Services already rendered.

20. No Waiver

20.1 No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that or any other right, nor shall any single or partial exercise preclude the further exercise of any right or remedy.

20.2 A waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different nature, unless expressly agreed in writing by the waiving Party.

21. Further Assurance

21.1 Each Party agrees to perform, sign and deliver such further acts, documents or assurances as may reasonably be required to give full effect to the provisions and intent of this Agreement.

22. Costs

22.1 Except as expressly stated in this Agreement, each Party shall bear its own legal and professional costs and expenses in connection with the negotiation, preparation, execution, and implementation of this Agreement.

23. Set-Off

23.1 Neither Party shall be entitled to apply any set-off, counterclaim, deduction, or withholding against any payment due under this Agreement, whether in relation to this Agreement or any other agreement between the Parties, unless agreed in writing.

24. Assignment and Sub-Contracting

24.1 The Service Provider may assign or subcontract the performance of any part of the Services under this Agreement to:

- Another member of its corporate group; or
- A suitably qualified and insured subcontractor with the required technical skills and experience.

24.2 The Service Provider shall remain responsible for the acts or omissions of any subcontractor or group company as if such acts or omissions were its own.

25. Parking and Access Charges

25.1 The Client shall ensure that adequate and legal parking is available for the attending engineer(s) within close proximity to the property for the duration of the appointment.

25.2 Where free, unrestricted parking is not available, the Client agrees to reimburse the Service Provider for all parking charges incurred, including:

- Pay-and-display or permit fees;
- Private parking fees (if applicable);
- Penalty charges incurred solely due to the Client's failure to arrange proper parking or access.

26. Photographic Evidence and Reporting

26.1 The Service Provider reserves the right to take photographs or video recordings during the provision of the Services for the purposes of:

- Reporting and documentation,
- Quality assurance, and
- Evidencing the condition of the site before, during, or after service delivery.

26.2 Such media may be shared with the Client and retained by the Service Provider for internal records, insurance, or legal purposes, in compliance with applicable data protection laws.

27. Data Protection and Confidentiality

27.1 The Service Provider shall collect, process, and store personal data provided by the Client in accordance with the UK General Data Protection Regulation (UK GDPR).

27.2 Client data will only be used for the purpose of providing the Services or as otherwise required by law. It will not be shared with third parties without the Client's consent, except where disclosure is necessary for subcontracting or compliance.

28. Engineer Safety and Site Conditions

28.1 The Client shall ensure that the site is safe, sanitary, and accessible for the engineer(s) to carry out the Services.

28.2 The Service Provider reserves the right to refuse or discontinue work where:

- The site presents a risk to health and safety;
- There are hazardous materials or unsafe access conditions; or
- The engineer deems the environment unsuitable for professional service delivery.

28.3 In such cases, the full call-out fee shall still be payable.

29. Limitations on Detection Methods

29.1 The Client acknowledges that leak detection is an investigative service. While the Service Provider shall apply reasonable skill and appropriate methods, there is no guarantee of precise location in all cases.

29.2 Limitations may arise due to: Interference from building materials (e.g., insulation, ducting, reinforced concrete);

- Concealed or buried pipework;
- Ambient noise or environmental factors; and
- The presence of previous leak sealants or system contamination.

30. Access and Reinstatement Disclaimer

30.1 The Client grants permission for the Service Provider to carry out limited, non-invasive or low-level invasive access works, such as:

- Lifting floor coverings;
- Drilling inspection holes; or
- Accessing service voids or inspection chambers.

30.2 The Service Provider shall not be responsible for reinstating floors, décor, or structure disturbed during the course of such work unless expressly agreed in writing as part of a separate quoted service.

30.3 The Client is advised to arrange for suitable follow-up repair or finishing work by qualified professionals where necessary.

31. Limitation of Investigation Scope

31.1 The Client acknowledges that the Services are limited to non-destructive testing unless otherwise agreed in writing.

31.2 Where a leak cannot be located within the agreed timeframe, or where the Client declines to proceed with further investigation or access works, the Service Provider shall not be held liable for failure to locate or resolve the issue.

31.3 Any limitations encountered during the inspection (e.g. hidden pipework, blocked access, or safety concerns) will be noted in the report, and the Service shall still be considered complete.

32. Insurance and Damage Reporting by Client

32.1 If the Client intends to use the findings of the Service Provider in support of an insurance claim, it is the Client's responsibility to ensure that the insurer accepts:

- The scope and method of testing; and
- The resulting report format and observations.

32.2 The Service Provider shall not be liable for any insurance claim rejections, policy limitations, or any decision made by the insurer based on the Service report.

32.3 Any observed water damage, visible ingress, or suspected faults will be noted by the attending engineer as part of their professional opinion but shall not constitute a formal loss assessment or valuation unless separately commissioned.

33. Intellectual Property

33.1 All documents, leak reports, diagrams, photographs, and other outputs generated by the Service Provider during the performance of the Services remain the intellectual property of the Service Provider unless otherwise agreed in writing.

33.2 These materials are provided solely for the Client's personal or internal use and must not be copied, distributed, sold, or disclosed to third parties without the prior written consent of the Service Provider.

34. Client Consent and Authorisation

34.1 The Client confirms that they are either:

- The legal owner of the property where Services are to be conducted; or
- Have obtained all necessary permissions or authorisation from the property owner or manager.

34.2 The Client shall indemnify and hold harmless the Service Provider against any claims, liabilities, or legal disputes that arise due to lack of authority, access rights, or permissions to perform the Services.

35. Health and Safety Acknowledgement

35.1 The Client shall inform the Service Provider, prior to the appointment, of any known health and safety risks or hazards present at the property. This includes, but is not limited to:

- The presence of asbestos or other hazardous materials;
- Loose, unstable, or uneven flooring;
- Contaminated water systems or air quality concerns;
- Live electrical faults in areas of testing.

35.2 The Service Provider reserves the right to refuse or stop work immediately if an unreported hazard is identified, or if site conditions pose a health and safety risk to its personnel or equipment. In such cases, the full call-out fee shall remain payable.

36. Environmental and Equipment Limitations

36.1 The Client acknowledges that certain environmental factors may limit the effectiveness of leak detection equipment or access to the affected area. These include, but are not limited to:

- Ambient noise or vibrations from nearby roads or machinery;
- Temperature or pressure variations;
- Inaccessible locations due to design, security, or obstruction;
- Previously applied sealant chemicals or system contamination.

36.2 The Service Provider shall not be held liable for any reduction in detection accuracy, delay, or failure to identify a leak where such limitations are present and outside its control.

37. Definitions Schedule (Appendix A – Informative Only) For the avoidance of doubt, the following terms used throughout this Agreement shall be interpreted as follows:

- Tracer Gas: A safe, non-toxic gas used to detect leaks by measuring gas concentration levels where water or pressure escapes.
- ISV (Internal Stop Valve): A valve within the property used to isolate the water supply. Essential for certain testing procedures.
- ESV (External Stop Valve): A mains valve, typically located at the boundary of the property, used to shut off the external water supply.
- Leak Sealer: A chemical additive used to seal leaks within pipework. May interfere with detection methods and void boiler warranties.
- Leak Sealer: A chemical additive used to seal leaks within pipework. May interfere with detection methods and void boiler warranties.

38. Access and Repair

38.1 The Client acknowledges that the Services may require the Service Provider to carry out non-invasive or limited invasive access works for the purpose of leak detection or mitigation. This may include:

- Lifting or removing floor coverings;
- Drilling or cutting into walls, ceilings, or floors;
- Accessing concealed pipework or service voids.

38.2 All repairs undertaken are temporary and provided solely for the purpose of mitigating further damage. The Service Provider does not offer plumbing or construction services and provides no warranty on temporary repairs unless explicitly stated.

38.3 The Service Provider shall not be responsible for:

- Reinstating any disturbed décor, flooring, or structure unless separately agreed in writing;
- Damage to delicate finishes, old materials, or surfaces where disturbance was necessary for diagnosis;
- Hidden utilities or structures not disclosed or visible.

38.4 It is the Client's responsibility to: Arrange for any follow-up permanent repairs or reinstatement; Ensure the Service Provider has appropriate legal permission to carry out access work on the property; Indemnify the Service Provider against any third-party claims resulting from unauthorised access.

38.5 The Client confirms that they are authorised to permit access works at the property, or have obtained the necessary permissions from the legal property owner. The Client shall indemnify the Service Provider against any claims or disputes arising from unauthorised access.

38.6 While reasonable care is taken, the Service Provider accepts no liability for incidental damage caused by access works, particularly to aged or delicate materials, such as:

- Cracked tiles;
- Scuffed paint or plaster;
- Worn flooring; unless caused by proven negligence.

38.7 The Service Provider shall not be responsible for damage to hidden services (e.g. cables, pipes, structural supports) that were not visible or disclosed by the Client. Clients are encouraged to provide floor plans or hazard information where available.

38.8 The Client remains solely responsible for all post-service reinstatement, plumbing certification, and permanent repair arrangements unless otherwise agreed in writing.

39. Drying Equipment Provision and Use

39.1 Where drying equipment (such as dehumidifiers, air movers, or extraction units) is provided by the Service Provider as part of a mitigation service, the Client agrees to:

- Provide continuous access to the property for equipment monitoring or collection;
- Ensure that equipment remains plugged in and operational for the recommended period;

- Not tamper with, move, or modify the equipment without prior consent.

39.2 The Client shall be responsible for the cost of electricity consumed by the drying equipment during the rental or deployment period.

39.3 The Client accepts full responsibility for the safe keeping of any equipment left on-site and agrees to take reasonable precautions to protect it from damage, theft, or interference. The Client shall be liable for any loss or damage to the equipment while in their care.

39.4 The Service Provider reserves the right to charge for:

- Any call-out required to reset or reposition drying equipment due to client misuse or unauthorised relocation;
- Additional days of equipment use beyond the initially agreed timeframe;
- Replacement or repair of damaged, stolen, or misused equipment.

39.5 The drying equipment is provided solely for moisture reduction and risk mitigation and is not a substitute for formal drying certification, structural repair, or insurance validation unless expressly stated in writing.

40. Moisture Report Provision

40.1 Where drying equipment has been deployed or where damp-related assessment is carried out, the Service Provider will provide a standard moisture report at the end of the service or drying period.

40.2 This report will summarise:

- Moisture readings taken during or after the service;
- Areas affected by damp or water ingress;
- The condition of the property at the time of the engineer's visit.

40.3 The moisture report is intended for informational and monitoring purposes only. It is not a substitute for a structural drying certificate or an insurance-approved validation report unless explicitly agreed in writing.

40.4 The Client is responsible for providing ongoing access to enable moisture readings to be taken at appropriate intervals if required.

41. Power Flushing Terms

41.1 Where the Service Provider undertakes power flushing of the Client's heating system, the objective is to remove sludge, debris, and contaminants from the system to improve flow and efficiency.

41.2 The Client acknowledges that power flushing is a high-pressure cleansing process and may expose or worsen pre-existing issues in the system, including:

- Corrosion, pinhole leaks, or joint failure;
- Weak or degraded pipework;
- Faulty radiator valves, pumps, or components.

41.3 The Service Provider shall not be held liable for any leaks, faults, or component failures that arise during or after the power flushing process, where such issues are due to the age, wear, or existing condition of the system.

41.4 Following a power flush, the Client is advised to have the system pressure tested and maintained by a qualified heating engineer to ensure continued performance.

41.5 Power flushing does not guarantee full system restoration, and results may vary depending on the age and layout of the system.

42. Time on Site Limitations

42.1 The Client shall ensure that the Service Provider is granted timely access to the property at the agreed appointment time.

42.2 If access is not provided within 30 minutes of the engineer's arrival, the engineer may leave the site at their discretion. In such cases, the full-service fee shall still apply.

42.3 Any return visit required due to lack of access will be treated as a new appointment and charged accordingly unless otherwise agreed in writing.

43. Seasonal and Environmental Delays

43.1 The Service Provider shall not be held liable for any delay or failure to attend an appointment due to events beyond its reasonable control. These include but are not limited to:

- Severe weather conditions;
- Flooding or road closures;
- Public transport disruption;
- Emergency call-outs or accidents.

43.2 In the event of such a delay, the Client will be contacted as soon as reasonably possible and offered the next available appointment.

44. Dispute Resolution Procedure

44.1 In the event of any dispute arising under this Agreement, both Parties agree to first attempt to resolve the matter through direct written communication.

44.2 The responding Party shall reply within 10 Business Days of receiving a written complaint or dispute notice.

44.3 If the matter cannot be resolved informally, either Party may propose professional mediation before initiating any legal proceedings.

44.4 This clause does not prevent either Party from seeking interim relief (such as an injunction) or from pursuing court action where appropriate.

45. Service-Specific Limitations

45.1 The Client acknowledges that the scope, accuracy, and outcome of leak detection may vary depending on the type of servic e provided. The following limitations apply:

- Mains Water Leak Detection: Not guaranteed where pipework is beneath highways or third-party land unless permissions and plans are provided by the Client.
- Heating System Leak Detection: May be hindered by rust, corrosion, or leak sealant. ISVs/ESVs must be working.
- Damp/Moisture Investigations: Observations are based on visual inspection and surface readings; underlying causes may be inconclusive.
- Swimming Pools: Pool must be operational and filled to normal level. Structural faults or poor hygiene may prevent testing.
- Commercial Sites: Must be scoped in advance. Client is responsible for arranging uninterrupted access.
- Mole/Underground Leaks: Accuracy may be reduced by saturated ground or lack of service maps. Any digging or reinstatement remains the Client's responsibility.

46. Non-Invasive Methods Disclaimer

46.1 The Client is responsible for ensuring all necessary system features are accessible and functional prior to the Service Provider's visit, including:

- Internal Stop Valve (ISV);
- External Stop Valve (ESV);
- Hot Water Isolator;
- Heating Drain-Off Valve(s).

46.2 If any of the above are missing, defective, or inaccessible at the time of service:

- The test may be cancelled or limited in scope;
- A call-out fee will still apply;
- The Client may be required to reschedule and resolve the issue at their own cost.

46.3 The Service Provider shall not be held responsible for:

- Damage to defective valves;
- Inability to test due to inaccessible isolation points;
- Delays or failures resulting from incorrect or incomplete system setup.

47. Warranty Terms for Access and Repair

47.1 Where access and repair works are conducted by the Service Provider:

- A 60-day warranty applies to repairs made on existing pipework;
- A 90-day warranty applies to any repair requiring a pipe reroute.

47.2 This warranty is limited to workmanship and applies only where the Service Provider has completed the repair. It does not cover:

- Pre-existing faults;
- Wear and tear;
- Tampering by third parties;
- Failures caused by other components or systems.

48. Letting Agents and Landlords

48.1 Where a letting agent or landlord arranges services on behalf of a tenant, the agent or landlord shall be deemed the Client and shall be fully liable for all Fees, cancellation charges, and any damages or delays arising during the service.

48.2 It is the responsibility of the landlord or letting agent to ensure that suitable access is arranged with the tenant. If access is not available within 30 minutes of the scheduled arrival, the Service Provider reserves the right to abort the appointment and charge the full call-out fee.

48.3 By booking on behalf of a third party (e.g. tenant), the letting agent or landlord confirms that they have full authority to do so and accept these Terms and Conditions in full.

49: Commercial Property and Facilities Access

49.1 Where the Services are to be provided at a commercial property, the Client (including property managers or facilities teams) shall ensure that appropriate access is granted to all required areas at the agreed appointment time, including any plant rooms, risers, ducting, or service voids.

49.3 If the site is governed by additional health & safety, security, or contractor induction protocols, the Client must notify the Service Provider in writing at least 48 hours in advance. Failure to do so may result in postponement and an applicable cancellation charge

50: Authorisation and Sign-Off

50.1 The Client confirms that the facilities manager, site contact, or appointed representative is authorised to:

- Grant access;
- Confirm completion of Services; and
- Approve any variation, additional work, or temporary repair on behalf of the commercial property owner or company.

50.2 Where sign-off or access is delayed due to internal processes, the engineer may leave the site at their discretion, and the appointment shall be deemed fulfilled and payable in full.

51: Tenant Notification

51.1 Where the Client is a landlord, property manager, or facilities team acting on behalf of a tenant, it is the Client's responsibility to: Inform tenants of the appointment in writing;

- Ensure water or heating systems are operational; Notify tenants of any pre-visit requirements (e.g. heating on, avoiding water use);
- Arrange suitable access and ensure the tenant is aware of the engineer's arrival window.

51.2 The Service Provider will not be liable for incomplete services or delays resulting from the tenant's failure to comply with the above.