

TERMS AND CONDITIONS

Advanced Water Services Limited

These Terms and Conditions apply to all services, works, estimates and contracts undertaken by Advanced Water Services Limited.

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1. Introduction

These Terms and Conditions apply to all services, works, estimates and contracts undertaken by Advanced Water Services Limited.

These Terms and Conditions explain the services we provide, the basis on which we carry out work, our responsibilities to you, your responsibilities to us, payment and cancellation arrangements, and limitations relating to investigative, excavation and utility works.

Please read these Terms and Conditions carefully before instructing us to carry out any work.

By accepting an Estimate, confirming a booking, instructing us to proceed, or allowing us to commence work, you agree to be bound by these Terms and Conditions.

Nothing within these Terms and Conditions is intended to remove or restrict any statutory rights that cannot legally be excluded.

2. Definitions

For the purposes of these Terms and Conditions:

"Advanced Water Services Limited", "we", "us" and "our" means Advanced Water Services Limited.

"Customer", "you" and "your" means the individual, company, organisation, property owner, developer, contractor or other person instructing us to carry out the Services.

"Engineer" or "Operative" means any employee, subcontractor, representative or other person authorised by us to carry out work on our behalf.

"Services" means any work, investigation, testing, installation, excavation, repair, connection or other service provided by us.

"Estimate" means a written estimate provided by us setting out the anticipated cost and scope of the proposed Works.

"Works" means the services agreed between us and the Customer.

"Site" means the property, land, highway, development, premises or other location where the Works are to be carried out.

"Utility Apparatus" includes, but is not limited to, water, gas, electricity, telecommunications, drainage and other underground or above-ground services.

3. Our Services

Advanced Water Services Limited operates as a utilities and water infrastructure company.

Our services may include, but are not limited to:

- Mains water leak detection.
- Internal and external water leak detection.
- Underground leak detection.
- Water supply pipe investigation.
- Water mains investigation.
- Acoustic leak detection.
- Tracer gas testing.
- Thermal imaging and moisture investigation.
- Pressure and flow testing.
- Water pipe tracing.
- Trace and Access services.
- Excavation to expose water services.
- Temporary repairs and damage mitigation.
- Water supply pipe repairs.
- Mains water pipe repairs.
- Replacement and installation of water supply pipework.
- Underground water infrastructure works.
- Moling and trenchless installation works.
- New water service installations.
- Water service alterations.
- Disconnections and diversions.
- Development and utility infrastructure works.
- Street and highway connection works where authorised and appropriately approved.
- Associated excavation, reinstatement and ancillary works.

The precise scope of our Services will be confirmed within the relevant Estimate, work instruction, booking confirmation or other written agreement. We reserve the right to refuse or decline any work. Services may vary depending on regulatory requirements, approvals, or third-party constraints.

4. Estimates

Any Estimate provided by us is based on the information available at the time it is prepared.

Unless specifically stated otherwise, an Estimate is an assessment of the anticipated cost of carrying out the Works described.

An Estimate may be revised where:

- The scope of the Works changes.
- You request additional work.
- Further faults, defects or unforeseen conditions are discovered.

- Ground conditions differ from those reasonably anticipated.
- Additional excavation, labour, equipment or materials are required.
- Existing Utility Apparatus is discovered.
- Access restrictions affect the Works.
- Information provided before commencement proves to be inaccurate or incomplete.
- Additional permissions, permits, traffic management or approvals are required.
- Material or supplier costs increase.
- A manifest, clerical or administrative error has occurred.

Any revised Estimate will be provided where reasonably practicable before additional chargeable work is undertaken. We are only bound by Estimates issued or confirmed by us in writing, verbal estimates are not binding. Any Estimate may be withdrawn or amended before acceptance.

5. Acceptance of an Estimate

By accepting an Estimate, instructing us to proceed, or allowing us to commence the Works, you authorise Advanced Water Services Limited to carry out the Services described.

Acceptance may be provided verbally, electronically, in writing or by conduct.

Where additional work becomes necessary and it is not reasonably possible to obtain written approval before proceeding, we may take reasonable steps to prevent damage, maintain safety, protect property or mitigate further loss. Such work may be chargeable.

A booking or commencement date is not guaranteed until confirmed by us.

6. Leak Detection and Investigative Services

Leak detection and utility investigation are specialist diagnostic services.

The Customer is paying for the attendance of our Operatives, specialist knowledge, experience, time, equipment and investigative methods used.

We do not operate a "No Find, No Fee" policy.

Due to the concealed nature of water pipes and utility infrastructure, it is not always possible to identify the precise location of every leak or fault.

Charges for the agreed service remain payable where:

- The exact leak cannot be located.
- No active leak is present during our attendance.
- The leak has stopped or reduced.
- The fault cannot be reproduced.
- The issue is caused by something other than a water leak.
- Access restrictions prevent further investigation.
- You decline a recommended testing method.
- Site conditions prevent the use of particular equipment.
- The available evidence only allows the suspected fault to be narrowed down to a specific area or section of pipework.

We will use reasonable skill and care in carrying out our investigation.

Leak detection is considered successful when the suspected leak is narrowed down to a specific room, area, or section of pipework, even if the exact pinpoint location cannot be identified.

7. Leak Detection Appointment Duration

Unless otherwise agreed in writing, a leak detection appointment may be allocated for up to one full working day, normally not exceeding seven hours on Site.

The actual time required to investigate a leak cannot be accurately predicted in advance.

Our charges are based upon the agreed service and scope of investigation and will not normally be reduced if the investigation is completed earlier than the maximum allocated time.

Where additional time, equipment, labour, testing methods or return visits are required, additional charges may apply. Where reasonably practicable, we will discuss significant additional costs before proceeding.

8. Specialist Testing Methods

Depending upon the nature of the suspected fault, we may use one or more of the following methods:

- Acoustic listening equipment.
- Ground microphones.
- Internal pipe microphones.
- Thermal imaging.
- Moisture meters.
- Tracer gas.
- Pressure testing.
- Flow testing.
- Isolation testing.
- Pipe tracing.
- Visual inspection.
- Excavation and exposure.
- Other appropriate specialist techniques.

The effectiveness of these methods can be affected by pipe depth and location, ground conditions, building construction, pipe materials, the age and condition of the infrastructure, background noise and vibration, water migration, multiple pipe systems, previous repairs or alterations, inaccessible pipework, leak sealants or other substances within the system, and the size and flow rate of the leak.

The use of specialist equipment does not guarantee that the precise location of a leak or fault can always be identified.

9. Tracer Gas

Where tracer gas testing is used, our standard service may include an allowance for typical gas usage.

Additional charges may apply where excessive quantities of gas are required due to long pipe runs, large diameter pipework, extensive water systems, multiple testing procedures, large or multiple leaks, significant gas loss or repeated testing.

Where reasonably practicable, we will advise you before significant additional charges are incurred.

10. Water Mains and Underground Pipework

Investigations involving underground water mains, supply pipes or other buried infrastructure may be subject to limitations caused by depth of pipework, ground conditions, access restrictions, other buried services, surface finishes, the accuracy or availability of utility records, unknown alterations or previous works, and multiple or abandoned pipe routes.

Unless specifically included within an Estimate, our Services do not automatically include unlimited investigation of extensive pipe networks, private water systems, large sites, commercial developments or pipework extending beyond the agreed scope.

Additional investigation, excavation or testing may be required and may be subject to additional charges.

11. Trace and Access

Trace and Access involves investigating, tracing and, where agreed, exposing the suspected source of a leak or fault.

Unless specifically included within an Estimate, Trace and Access does not include:

- Permanent repair.
- Full reinstatement.
- Redecoration.
- Plastering.
- Tiling.
- Replacement of floor finishes.
- Landscaping.
- Replacement of kitchen or bathroom units.
- Other consequential or finishing works.

Where access is required, we will take reasonable care to minimise unnecessary damage. However, it may be necessary to remove, lift, cut, drill or open surfaces and building materials to investigate or expose concealed pipework.

This may include floors, walls, ceilings, tiles, plasterboard, concrete, screed, tarmac, block paving, landscaping, boxing and panels, and other internal or external finishes.

Unless specifically included within an Estimate, permanent reinstatement is not included.

12. Excavation Works

Excavation may be required to investigate, expose, repair, replace or connect underground water infrastructure.

Before excavation commences, reasonable steps may be taken to identify known Utility Apparatus. However, the presence of utility drawings, records or service searches does not guarantee that all underground apparatus has been identified.

Utility records may be incomplete, inaccurate or outdated. You must inform us of any known underground services, previous excavations, private installations or other relevant information before work commences.

We reserve the right to stop or alter the Works where unknown Utility Apparatus, unsafe ground conditions or other hazards are encountered. Additional time, equipment, labour or materials required as a result of unforeseen underground conditions may be chargeable.

We do not guarantee reinstatement to pre-existing aesthetic condition, only functional reinstatement within the agreed scope.

13. Moling and Trenchless Installation Works

13.1 Scope of Moling Works

Advanced Water Services Limited may carry out moling and other trenchless installation methods for the installation, replacement or diversion of underground water supply pipes and associated services.

Moling may be used to reduce the amount of excavation required when installing new water supply pipes beneath gardens, driveways, paths, landscaped areas and other suitable surfaces.

The precise route, depth, entry and exit points, and method of installation will depend on Site conditions and the information available before and during the Works.

Unless specifically stated within the Estimate, moling works may include only the installation of the underground pipework and do not automatically include:

- Connection to an existing or new water main.
- Water company connection charges.
- Highway or street works.
- Internal plumbing alterations.
- Excavation outside the agreed scope.
- Reinstatement beyond the agreed entry and exit points.
- Removal or disposal of unforeseen obstructions.
- Additional utility diversions or protection works.

13.2 Suitability of Ground Conditions

The suitability of moling can only be assessed based on the information available before and during the Works. Ground conditions may vary significantly below the surface and may contain unforeseen rock, concrete, foundations, building debris, tree roots, existing or abandoned pipework, Utility Apparatus, buried structures or other obstructions.

Where unforeseen conditions prevent or restrict the use of moling equipment, we may need to alter the proposed method of installation. This may include additional excavation, hand digging, alternative trenchless methods, re-routing of the proposed pipework, additional labour or equipment, or a return visit. Any additional work may be subject to additional charges.

13.3 Underground Services and Utility Apparatus

Before commencing moling works, reasonable steps may be taken to identify known underground services. However, utility records, service drawings, searches, scans and other information do not guarantee the precise location, depth or existence of underground services.

The Customer must provide us with any information they hold regarding known underground services, previous excavations, private utility installations, drainage, irrigation systems, electrical cables, gas services or other buried apparatus.

Where an unknown service, obstruction or hazard is discovered, we reserve the right to stop work and reassess the proposed installation method. Additional investigation, excavation, protection works or alternative installation methods may be required and may be chargeable.

13.4 Route and Pipe Installation

The proposed route for moling and underground pipe installation will be determined using the information available and Site conditions. We will use reasonable skill and care when selecting and carrying out the proposed route.

However, the exact underground route may need to be altered due to unforeseen conditions or underground obstructions. Unless specifically agreed otherwise, we cannot guarantee the precise route, depth or position of pipework installed underground where Site conditions require the route or installation method to be adjusted.

13.5 Surface Movement and Damage

Moling is designed to minimise surface excavation; however, it is an underground installation method and may cause movement, disturbance or damage to surrounding ground and surfaces.

Depending on ground conditions, minor settlement, heave, cracking or disturbance may occur to:

- Soil and landscaped areas.
- Lawns.
- Paths.
- Driveways.
- Paving.
- Tarmac.
- Concrete.
- Other external surfaces.

We will use reasonable skill and care to minimise unnecessary damage. Nothing in these Terms excludes liability for damage caused by our failure to exercise reasonable skill and care.

13.6 Entry and Exit Excavations

Moling generally requires excavation pits or access points at the start and finish of the proposed installation. Unless specifically included within the Estimate, reinstatement of these areas will be limited to the agreed scope of the Works.

Where matching materials are unavailable or existing materials cannot be removed without damage, we cannot guarantee an exact match in colour, texture, pattern, finish, age or appearance.

13.7 Failed or Incomplete Moling Runs

In some circumstances, a moling run may be unsuccessful or may be unable to continue due to unforeseen underground conditions. This does not automatically mean that the Services have been carried out negligently.

Where a moling run cannot be completed, additional work may be required to excavate and remove an obstruction, alter the route, install additional access pits, use an alternative installation method, or complete the installation using traditional excavation. Any additional work will be subject to the agreed scope and may incur additional charges.

13.8 Customer Responsibilities

Before moling works commence, the Customer must, where applicable:

- Identify known underground services and structures.
- Provide relevant drawings or records.
- Obtain permission for the proposed works.
- Ensure access is available to the working area.
- Remove or identify valuable items, structures or features that may be affected.
- Inform us of any known previous excavation or ground alterations.
- Obtain permission where the proposed route crosses neighbouring or third-party land.

The Customer must also ensure that they have authority to instruct us to carry out the proposed Works.

13.9 Connection and Testing

Unless specifically included within an Estimate, installation of a new underground water supply pipe does not automatically include connection to the public water main, connection by a water company, third-party appointment or attendance charges, water authority inspections, chlorination or disinfection, pressure testing or commissioning beyond the agreed scope, or internal plumbing connections.

13.10 Water Company and Highway Authority Requirements

Where moling works form part of a new water connection, replacement service, street connection or other regulated utility works, additional requirements may apply, including water company approval, inspection requirements, approved materials and installation standards, connection appointments, permits, highway authority approval, traffic management, street works requirements and third-party inspections.

Delays, changes or additional costs imposed by a water company, highway authority or other third party may affect the programme and cost of the Works. Unless specifically included within the Estimate, third-party charges and statutory fees are not included in our prices.

14. Street Works and New Connections

Where Advanced Water Services Limited undertakes works associated with public highways, streets, new water connections, service connections, diversions or other utility infrastructure, the Works may be subject to additional requirements.

This may include, but is not limited to:

- Approval from the relevant water company.
- Approval from the highway authority.
- Permits.
- Notices.
- Traffic management.
- Road space bookings.
- Utility coordination.
- Site inspections.
- Connection charges.
- Reinstatement requirements.
- Other statutory or regulatory requirements.

Unless specifically included within an Estimate, third-party charges, statutory fees, permits, traffic management costs, water company charges and other external costs are not included.

Where the commencement or completion of Works is delayed by a utility company, highway authority, local authority or other third party, we shall not be liable for delays outside our reasonable control.

15. Access and Customer Responsibilities

You are responsible for ensuring that we have suitable access to the Site and all areas reasonably required to carry out the agreed Works.

This may include, but is not limited to:

- Private property.
- Gardens.
- Land.
- Water meters.
- Stop taps.
- Plant rooms.
- Service areas.
- Shared supplies.
- Neighbouring properties.
- Third-party land.

Where access to neighbouring or third-party land is required, you are responsible for obtaining the necessary permissions unless otherwise agreed by us in writing.

If suitable access is unavailable, restricted or withdrawn, the agreed attendance or service charge may remain payable.

15.1 Furniture, Appliances and Heavy Items

We do not move furniture, appliances, fixtures, fittings or any heavy items unless expressly agreed in writing before attendance. The Customer is responsible for ensuring that all working areas are fully cleared and accessible prior to our arrival.

Where we agree to assist with moving items, this is carried out entirely at the Customer's risk. We shall not be held liable for any damage caused to such items, or to surrounding surfaces, while being moved, stored, handled or reinstated.

The Customer must ensure that valuable, fragile or sensitive items are removed from the working area before the Works commence. We accept no responsibility for damage to any item that has not been removed or adequately protected by the Customer.

16. Permissions and Consents

You are responsible for obtaining all necessary permissions, consents and approvals required for the Works unless we have specifically agreed in writing that we will obtain them.

This may include, but is not limited to:

- Property owners.
- Landlords.
- Managing agents.
- Developers.
- Neighbours.
- Highway authorities.
- Water companies.
- Utility providers.
- Local authorities.
- Other relevant third parties.

You must ensure that you have the authority to instruct us to carry out the Works. We shall not be responsible for delays, costs or losses resulting from your failure to obtain the necessary permissions.

17. Parking and Site Facilities

Due to the specialist and often heavy equipment required for our Services, suitable parking should be available within a reasonable distance of the Site.

Where parking permits, paid parking or other arrangements are required, these should be agreed before our attendance. Reasonable parking costs incurred in attending the Site may be charged to you.

Where required for the agreed Works, you shall provide reasonable access to water, electricity, welfare facilities where reasonably appropriate, and the working area.

18. Repairs and Temporary Works

Leak detection and investigation do not automatically include repair work. Any repair, replacement or installation work will only be carried out where agreed within the relevant Estimate or authorised separately.

Where we undertake emergency works or damage mitigation, these may be temporary in nature. Temporary repairs or emergency measures may not carry the same guarantee as permanent repair work.

Where a permanent repair is not reasonably possible due to the condition, location or accessibility of existing infrastructure, alternative options may be recommended, temporary repairs do not carry a guarantee.

19. Additional Works and Unforeseen Conditions

Underground and utility works can involve conditions that cannot reasonably be identified before excavation or investigation begins.

Examples include:

- Unknown or unrecorded utility services.
- Obstructions.
- Concrete or other hard materials.
- Contaminated ground.
- Groundwater.
- Unstable ground.
- Unexpected pipe routes.
- Multiple or abandoned services.
- Damaged infrastructure.
- Restricted access.

Where additional work becomes necessary as a result of unforeseen conditions, additional charges may apply. Where reasonably practicable, we will discuss the additional work with you before proceeding.

20. Damage and Reinstatement

We will exercise reasonable skill and care when carrying out the Works. However, excavation, investigation and access works may result in unavoidable disturbance or damage to existing surfaces and finishes.

We cannot guarantee that materials such as tiles, paving, tarmac, concrete, flooring, plaster, landscaping or other finishes can be removed and reinstated without visible differences or damage.

Unless specifically included within an Estimate, reinstatement is limited to the scope of the agreed Works. Where matching materials are unavailable, we are not responsible for differences in colour, texture, appearance or finish.

We are not responsible for pre-existing defects, weaknesses or deterioration that become apparent during the Works. Nothing in these Terms excludes liability where we have failed to exercise reasonable skill and care.

21. Commercial and Non-Standard Works

Commercial, industrial, development, multi-occupancy and large-scale utility projects may require additional planning, resources, equipment and management.

Such Works may be priced separately and may be subject to project-specific terms, specifications or contractual arrangements. A standard domestic service price will not automatically apply.

Where project-specific terms have been agreed in writing, those terms shall apply in addition to or, where expressly stated, instead of these Terms and Conditions.

22. Reports and Insurance Documentation

Where agreed, we may provide a written report setting out our findings. Reports are based upon the observations, tests and evidence available at the time of our attendance.

A report does not guarantee that no other leaks, faults or defects exist.

Where documentation is intended to support an insurance claim, we cannot guarantee that an insurer will accept the report or approve the claim. The decision to accept or reject an insurance claim remains with the relevant insurer.

23. Payment, Invoices and Debt Recovery

23.1 Deposits and Advance Payments

Upon acceptance of an Estimate, we may require a deposit or advance payment before confirming a booking, ordering materials, reserving specialist equipment or commencing the Works.

The amount of any deposit or advance payment will be confirmed within the relevant Estimate, invoice or other written communication.

Where materials, equipment or services are required specifically for the Customer's Works, we may require payment in full or in part before these are ordered or committed.

This may include, but is not limited to:

- Water pipes and fittings.
- Specialist valves or connection equipment.
- Materials required for underground water infrastructure.
- Specialist plant or equipment hire.
- Tracer gas and specialist testing equipment.
- Traffic management.
- Permits and notices.
- Water company or utility provider charges.
- Highway authority charges.
- Reinstatement materials.
- Other materials or services specifically required for the Works.

Any deposit or advance payment will be applied towards the final cost of the Works unless otherwise stated in writing.

23.2 Stage Payments

For larger, commercial, development, utility infrastructure or longer-duration projects, we may require stage payments.

The timing and amount of any stage payments will be confirmed within the relevant Estimate, contract, invoice or other written agreement.

Where a stage payment is not received by the agreed payment date, we reserve the right to suspend the Works until payment has been received. Any resulting delay to the programme shall not be our responsibility, and reasonable additional costs resulting from the suspension or remobilisation of the Works may be chargeable.

23.3 Invoices

Upon completion of the Works, or at another agreed stage of the Works, we will issue an invoice. Payment is due by the Payment Due Date shown on the invoice. Insurance claims do not delay payment.

Where Works are carried out over an extended period, or where otherwise agreed, we may issue interim or stage invoices before completion of all Works. The Customer is responsible for ensuring that payment is made in full by the Payment Due Date.

23.4 Late Payment

If payment is not received by the Payment Due Date, Advanced Water Services Limited reserves the right to charge interest, statutory compensation and reasonable debt recovery costs where applicable and permitted by law.

Where applicable, interest may be charged at 8% above the Bank of England base rate, calculated on a daily basis from the Payment Due Date until payment is received in full.

We also reserve the right to claim fixed statutory compensation for the cost of recovering late payment, where applicable, as follows:

- £40 for debts up to £999.99.
- £70 for debts between £1,000 and £9,999.99.
- £100 for debts of £10,000 or more.

Where permitted by law, we may also recover reasonable costs incurred in pursuing outstanding payments, including debt collection agency charges, legal fees, court fees, administrative costs and other reasonable costs incurred in recovering the debt.

23.5 Suspension of Services

Where an invoice remains unpaid after the Payment Due Date, we reserve the right to suspend ongoing or future Services until all outstanding amounts have been paid.

Where the Works are suspended due to non-payment, we shall not be responsible for any resulting delay, additional costs, disruption, penalties or losses. Any reasonable costs associated with suspending, securing, remobilising or recommencing the Works may be charged to the Customer.

23.6 Responsibility for Payment

The person, company or organisation instructing Advanced Water Services Limited to carry out the Works will remain responsible for payment in full unless, before we commence the Works, they clearly inform us in writing that they are acting on behalf of another party and we agree in writing to invoice that other party.

Where a Customer instructs us on behalf of a third party, property owner, tenant, landlord, managing agent, insurer, developer, contractor or other organisation, the instructing Customer remains responsible for payment unless we have expressly agreed otherwise in writing.

The existence of an insurance claim, dispute with a third party, pending property transaction, application for funding or any other arrangement does not remove or delay the Customer's responsibility to make payment by the Payment Due Date.

23.7 Disputed Invoices

If you believe that an invoice is incorrect, you should notify us in writing as soon as reasonably possible, setting out the reasons for the dispute. You must not withhold payment of any undisputed amount. The existence of a dispute does not automatically prevent us from recovering any amounts that are properly due and payable.

23.8 VAT

Unless expressly stated otherwise, all prices, estimates, invoices and charges are subject to VAT at the prevailing rate where applicable.

24. Cancellation and Rearrangement

If you need to cancel or rearrange a booking, you must notify us as soon as reasonably possible. Unless otherwise agreed, we request a minimum of two working days' notice.

Where insufficient notice is provided, we reserve the right to charge reasonable costs incurred as a result of the cancellation, including:

- Labour.
- Time allocated.
- Travel.
- Specialist equipment.
- Materials.
- Tracer gas and other consumables.
- Third-party charges.
- Permits.
- Traffic management.
- Other resources committed specifically to the Works.

Deposits may be retained against reasonable costs incurred or committed before cancellation.

25. Cancellation During Works

If you instruct us to stop work after we have commenced the agreed Services, you remain responsible for payment for:

- Work completed.
- Labour and time incurred.
- Materials used or ordered.
- Plant and equipment costs.
- Third-party costs.
- Other reasonable expenses incurred.

Where the Works cannot continue due to a failure to provide access, permissions or a safe working environment, reasonable costs incurred may remain payable.

26. Delays and Events Beyond Our Control

We will use reasonable efforts to carry out the Works on the agreed date. However, all attendance and completion dates are estimates unless specifically agreed otherwise in writing.

We shall not be responsible for delays caused by circumstances beyond our reasonable control, including:

- Severe weather.
- Traffic.
- Emergency works.
- Vehicle or equipment breakdown.
- Supplier delays.
- Utility company delays.
- Highway authority delays.
- Permit delays.
- Third-party actions.
- Restricted access.
- Unsafe Site conditions.
- Unknown underground conditions.

Where such delays occur, we will be entitled to a reasonable extension of time to complete the Works.

27. Guarantees

Any guarantee provided by Advanced Water Services Limited will apply only to the specific work stated in writing.

Unless specifically stated otherwise, investigative and leak detection services cannot guarantee that every leak, fault or defect within a property or water system will be identified.

Any workmanship guarantee will not apply where:

- Our work has been altered or interfered with by another person.
- Damage has been caused by misuse, neglect or third parties.
- The existing system or infrastructure is defective.
- We have advised that further work is required but this has not been carried out.
- Materials supplied by the Customer have failed or are unsuitable.
- The work was identified as temporary or emergency damage mitigation.
- New or unrelated faults occur.

Manufacturer warranties remain subject to the relevant manufacturer's terms.

28. Limitation of Liability

We will carry out our Services using reasonable skill and care. Our responsibility is limited to the Services that we have agreed to provide.

We shall not be responsible for:

- Faults or leaks outside the agreed scope of work.
- Additional faults discovered after our attendance.
- Pre-existing defects.
- Unknown underground services.
- Inaccurate utility records.
- Defects caused by third parties.
- Work not carried out by us.
- Recommended work that you choose not to proceed with.

- Delays caused by circumstances beyond our reasonable control.

Nothing in these Terms and Conditions excludes or limits liability where such liability cannot legally be excluded or limited.

29. Health and Safety

We reserve the right to refuse, suspend or stop work where we reasonably believe that the Site or working environment is unsafe.

You must inform us of any known hazards before work commences. This includes, but is not limited to:

- Hazardous materials.
- Contaminated land.
- Electrical hazards.
- Gas installations.
- Unstable structures.
- Unsafe excavations.
- Aggressive animals.
- Restricted access.
- Other known health and safety risks.

Where work cannot proceed due to an unsafe environment, reasonable costs associated with our attendance may remain payable.

30. Complaints

We aim to provide a professional and high-quality service. If you are dissatisfied with our Services, please notify us in writing as soon as reasonably possible.

You should provide sufficient details to allow us to investigate the matter. Where appropriate, you must allow us a reasonable opportunity to inspect the relevant Works and, where we are responsible, carry out appropriate remedial action.

Nothing in these Terms affects your statutory rights.

31. Privacy and Data Protection

We may collect and process personal and business information for the purposes of:

- Providing Estimates.
- Managing bookings.
- Carrying out Works.
- Issuing invoices.
- Communicating with Customers.
- Meeting legal and regulatory obligations.

Personal information will be handled in accordance with applicable data protection legislation and our Privacy Policy.

32. Subcontractors and Third Parties

32.1 Right to Subcontract

Advanced Water Services Limited may, at its discretion, engage suitably qualified, competent and appropriately insured subcontractors, specialists, consultants or other third parties to carry out all or any part of the Services or Works.

We are not required to obtain the Customer's prior consent before appointing a subcontractor or third party, provided that such appointment does not materially alter the agreed scope of the Works.

This may include, but is not limited to, specialist engineers, excavation contractors, reinstatement contractors, utility specialists, plant operators, traffic management providers, testing specialists and other suitably qualified persons or organisations required to assist with the delivery of the Services.

32.2 Responsibility for the Works

Where we appoint a subcontractor or other third party to carry out any part of the Services, Advanced Water Services Limited will remain responsible for managing and coordinating the Works within the scope of our agreement with the Customer.

The use of subcontractors does not reduce or remove our responsibility to carry out the Services we have agreed to provide using reasonable skill and care.

Any limitations, exclusions or restrictions contained within these Terms and Conditions shall apply equally to Services carried out by subcontractors or third parties engaged by us.

32.3 Sharing of Information

The Customer agrees that we may share such personal, business, Site and project information as is reasonably necessary with subcontractors, suppliers, consultants, utility providers, authorities and other third parties involved in the planning, management or delivery of the Works.

Such information may include, where reasonably required:

- Customer names and contact details.
- Site addresses and access information.
- Details of the proposed or ongoing Works.
- Plans, drawings, photographs and specifications.
- Information relating to existing services, infrastructure or Site conditions.
- Booking and programme information.
- Any other information reasonably necessary to enable the relevant party to carry out their role.

Any personal information will be handled in accordance with applicable data protection legislation and our Privacy Policy.

32.4 Direct Engagement of Our Subcontractors

The Customer agrees not to knowingly approach, engage, employ or instruct any subcontractor, specialist or third party introduced to, appointed or engaged by Advanced Water Services Limited in connection with the Works for the purpose of carrying out the same or substantially similar services directly, where this would circumvent or bypass Advanced Water Services Limited.

This restriction applies during the course of the Works and for a period of 12 months following completion or termination of the Services.

This clause does not prevent the Customer from independently engaging a contractor with whom they had an existing relationship prior to our introduction, or where otherwise agreed by us in writing.

Where a Customer wishes to engage a subcontractor introduced through Advanced Water Services Limited for additional or future works, the Customer should contact us in the first instance.

32.5 Third-Party Services

Where certain aspects of the Works are carried out by third parties, including utility companies, highway authorities, specialist contractors, suppliers or other service providers, their own terms, conditions, availability, requirements and timescales may apply.

We shall not be responsible for delays, additional costs, changes or failures caused by third parties where these matters are outside our reasonable control, subject to our obligation to exercise reasonable skill and care in managing the Services we have agreed to provide.

33. General

These Terms and Conditions form part of the agreement between Advanced Water Services Limited and the Customer.

Any variation to these Terms must be agreed by us in writing.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force.

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.

Any dispute shall be subject to the jurisdiction of the courts of England and Wales, subject to any legal rights that the Customer may have.

34. Company Details

Company Name: Advanced Water Services Limited

Company Registration Number: 16591112

Registered Office:
Unit M Bristol Court
Betts Avenue
Martlesham Heath
Suffolk
IP5 3RY

VAT Registration Number: 518 0964 79

Telephone: 0330 4000 900

Email: office@advancedwaterservices.co.uk

Website: www.advancedwaterservices.co.uk

35. Acceptance of These Terms

These Terms and Conditions may be made available on our website and may be provided with Estimates, booking confirmations, invoices or other communications.

By accepting an Estimate, confirming a booking, instructing us to proceed, or allowing us to commence the Works, you confirm that you have had the opportunity to read these Terms and Conditions and agree that they apply to the Services provided by Advanced Water Services Limited.