

DURADROP PUMP  
PERFORMANCE UNDER PRESSURE



THE ONLY FLUID  
CONTROL SPECIALIST  
THAT CAN GUARANTEE  
INCREASED PRODUCTIVITY  
AND PROFITABILITY FOR  
ALL OUR CLIENTS

## PROSERV CONTRACT TERMS

These Terms shall apply to all orders for servicing placed with us (Dura Pump Ltd). Any variance to these Terms which have been agreed in writing with you will prevail over these Terms.

We draw your attention in particular to Terms 15 to 19 (Limitation of Liability).

### Definitions

- “Asset Management Portal” means the online portal we provide that can be used to manage our services.  
“Consumables” means goods supplied in the course of a service contract that are intended to be used up or discarded.  
“Equipment” means plant, machinery or pumps installed which is/are to be serviced under the service contract.  
“Parts” means goods supplied in the course of a service contract to maintain or repair equipment that are not Consumables.  
“Quotation” means the offer made detailing the nature of the works to be performed under the service contract.  
“Works” means the works detailed in the Quotation that are the subject of the service contract.

### Service and equipment

1. We will carry out and complete the Works in accordance with the Quotation with reasonable care and skill.
2. We are entitled to rely on the accuracy and completeness of the plans, specifications and reports you provide.
3. We will use reasonable endeavours to comply with current legislation, building regulations and best practice.
4. We will use reasonable endeavours to ensure the Works are completed within the time (if any) stated in our Quotation, otherwise completion shall be within a reasonable time. Time shall not be of the essence.
5. Where the design forms part of the Works, we are allowed a period of 4 weeks from the date of instruction to complete the design and produce design drawings required by you. We will be allowed a further 8 weeks from your approval of the design drawings for manufacture of the Works.
6. Copyright in all design drawings or documents prepared by us will remain our property.
7. Design is not included in the Quotation unless agreed otherwise in writing.
8. Parts will conform to specification and will be free from defects in manufacture for 12 months.
9. Consumables will conform to specification and be free from defects in manufacture for 3 months.
10. You are responsible for tanker costs unless agreed otherwise in writing.
11. You will undertake the necessary structural, and other, calculations.
12. You are responsible for maintaining the pump chamber cover or lid.

### Warranties

1. We do not provide any warranty for Equipment or Parts. The manufacturer may provide a warranty. Please notify us should you wish to make a claim under a manufacturer’s warranty. Manufacturers’ warranties are subject to Term 14.
2. Manufacturers’ warranties will be void and we will be unable to assist with them if damage is caused due to:
3. you or any third party, except where you follow our instructions;
4. a power surge;
5. flooding;
6. neglect;
7. fire; or
8. wilful act.

### Limitation of Liability

1. Subject to Term 19, we will not be liable for any damage or loss caused by Parts or Consumables supplied or while installing, repairing or servicing Parts, Consumables or Equipment.
2. Subject to Term 19, you expressly waive all claims for loss of profit against us and all claims for special damages, incidental damages, liquidated damages, consequential damages, delay or charges you may have against us including, without limitation, damages for principal office expenses, financing costs, loss of business, loss of reputation and loss of use.
3. Subject to Term 19, our maximum liability to you for any event shall not exceed the service contract price.
4. Subject to Term 19, if we remotely monitor pumps, we are not responsible for any damages by the failure of the pump system as a result of not attending site.
5. Our liability for death or personal injury caused by our negligence is not limited.

### Additional work

1. If a pump is removed and taken back to us to be inspected further, you are responsible for paying our Hourly Service Rates.
2. Our Hourly Service Rates are as follows:

Time	Non - Contract Rate per Engineer*	Contract Rate Discount Per Engineer*
Normal Hours: Monday – Friday 07:00 –16:00	£88.00	10%
Monday – Friday 16:00 – 07:00 Saturdays 07:00 – 16:00	£139.00	10%
Sundays, Bank Holidays and 16:00 – 07:00	£176.00	10%
Emergency Call-Out – Monday to Friday	£298.00	10%
Emergency Call-Out – Sunday, Saturday and Bank holidays	£385.00	10%

\*Contract Rate applies to call outs where equipment is covered by a service contract only

1. The Emergency Call-Out includes one hour of an Engineer's time. Any time thereafter is charged at the Hourly Service Rates. Travel time is charged at the Hourly Service Rates. Any Parts or Consumables shall be supplied and installed by us, at your expense.
2. Parts, Consumables or confined space entries are not included in service contracts.
3. We are permitted to carry out works to the value of £150 plus VAT and charge you for such works without the need for further authorisation from you. These charges will be noted on service forms if no one is available on site when such work is completed. This does not include any costs for tankers.
4. Additional costs apply to these charges during the Christmas shut down week. 50% increase in costs shown on table.

### Failures

1. You shall report failures to us as soon as possible after becoming aware.
2. We will be on site in a timely manner after being advised of a failure.
3. Emergency callouts are not included in the price of the Quotation unless otherwise agreed in writing.

### Service contract details

1. A contract will be formed when you give confirmation to us in writing (including by email and through the Asset Management Portal) to carry out the Works.
2. If you cancel the service contract prior to the completion of the agreed contract length, you will incur charges.
3. We will set up with you frequent service visits to suit your timetable wherever possible. We will continue to service your system at the frequency specified. We will notify you a couple of weeks in advance of each service visit. We may have to apply a late cancellation charge of £75.00 if our engineer is not be able to access the relevant property and/or plant on the day due to circumstances outside of our control.

### Compliance

1. The Environment Agency has ruled that sewage treatment plants should be serviced as per the manufacturer's recommendations and that all records of maintenance/service visits should be kept for five years.
2. It is your responsibility to ensure all systems discharge in accordance with any consent to discharge or permissions granted and we will not be liable for any breach of agreement that is in place.

### Asset management portal

1. You can manage the services we provide to you through the Asset Management Portal if given in the Quotation.
2. It is your responsibility to keep passwords relating to the Asset Management Portal secure and confidential from other parties.
3. While we generally confirm receipt of information through the Asset Management Portal, you will be liable for payment of any costs as a result of information/requests sent through the Asset Management Web Portal, irrespective of whether it was sent by an unauthorised person.

### Materials and title

1. Samples submitted for approval show substance and general character only. Colour, size, thickness or shape cannot be guaranteed.
2. All Equipment, Parts and Consumables provided by us will remain our property with title fully vested in us until the Works are paid for in full.
3. If the Works are not paid for in full and you:
4. breach these Terms or any other terms agreed in writing and the breach is not remedied within 7 days of receiving notice of the breach as agreed with us;
5. persistently breach any one or more of these Terms or any other terms agreed in writing; and/or
6. cease or threaten to cease to carry on business, are unable to pay your debts as and when they fall due, propose to compound with creditors, apply for any order for insolvency, or have a bankruptcy petition presented against you, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of your assets, or take or suffer any similar action in any jurisdiction, we may at any time require you to deliver up all Equipment, Parts and Consumables provided and owned by us or, if you are unable to do so promptly, enter the premises where such Equipment, Parts and Consumables are kept in order to recover them.

### Variations and extras

1. The prices quoted are based upon dimensions, quantities, drawings and specifications given at the time of tender. If any of these parameters change, we may require recalculation and apply supplemental charges and increase the contract price to reflect increases in the cost of materials or labour between the end of the fixed price period specified in the Quotation and the date of completion.
2. If you request additional work outside the scope set out in the Quotation, we may have to increase our charges. We regret that the additional work cannot be started until you have placed an order and agreed our charges for the additional works. We recommend that you contact us as soon as possible about any additional works as we do not accept any liability for the consequences of the time it may take to agree your order for them.

### Entire agreement

1. These Terms and any other terms agreed in writing with you constitute the entire agreement and understanding with you and any and all representations existing prior have no effect, save for those representations made fraudulently.

### Jurisdiction

1. Any order pursuant to these Terms will be governed exclusively by the laws and courts of England and Wales.

### Payment

1. Subject to Term 44, unless stated otherwise in the Quotation or agreed in writing with you, payment shall be due 30 days from the invoice date.
1. Where we are acting as a sub-contractor the following payment terms will apply:
2. We may invoice or provide applications for payment for interim payments each month as the Works proceed. Payment under each interim invoice or application becomes due when the invoice is issued. The payment mechanism and timetable shall be in accordance with the Scheme for Construction Contracts (England & Wales) Regulations 1998 as amended from time to time ("The Scheme").
3. You will not be entitled to withhold payment in whole or in part of any sum due unless and until you issue a valid notice of intention to pay less than the notified sum in accordance with The Scheme. No set-off or abatement will be permitted by reference to any sum due under one or more other contracts.
4. Unless agreed otherwise in writing, you will not be entitled to make any retention. We retain the entitlement to issue a retention bond in lieu of cash retentions. It is a condition precedent that the first moiety of retention is to be released in full together with VAT upon practical completion of the Works. The second moiety of retention shall be released 12 calendar months later.
5. If any payment is not made by you by the expiry of its respective final date for payment we will be entitled to statutory compensation and to charge interest pursuant to the Late Payment of Commercial Debt (Interests) Act 1998 as amended from time to time. In addition after the expiry of seven days from the giving of written notice to this effect to you, we will be entitled to suspend the Works and any works under any other contract with you until such outstanding sum is paid. The sub-contractors reasonable costs incurred by such suspension will be reimbursed by you.
6. If the arrangements for payment of your credit are not satisfactory we reserve the right to refuse to execute any order or contract. In the case of non-payment of any account by its final date for payment or in the case of your death, incapacity, bankruptcy or insolvency or when you are a limited company in the case of liquidation or the appointment of a receiver the

purchase price of all goods delivered to date and/or any sums already due from you shall become payable immediately and in addition we have the right to cancel every contract made with you or to cancel, suspend or discontinue delivery of goods and materials for same. This provision acts without prejudice to our right to recover any loss sustained, caused by the above circumstances.

#### **Defects**

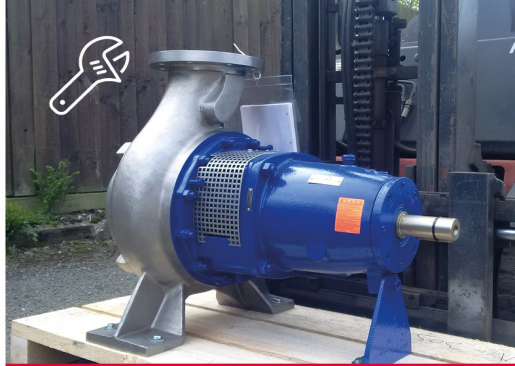
1. We shall rectify at our own cost any defects or faults which appear and are notified by you to us in writing within 12 months of completion of the Works and are due to defective workmanship by us or defective materials supplied by us where we are acting as a sub-contractor. We shall be afforded reasonable opportunity and facilities to investigate such claims.

#### **Disputes**

1. The following only applies where we are acting as a sub-contractor:
2. Either party may refer a dispute to adjudication at any time, following the rules and procedures of the Part 1 of the Schedule to The Scheme. The decision of the Adjudicator shall be binding on the parties until the dispute is finally resolved through agreement or by Arbitration under the Construction Industry Model Arbitration Rules.
3. Save in the circumstances provided for below, the parties shall each bear their own legal costs and other expenses incurred in the adjudication.
4. Where the referring party is awarded in the aggregate a sum more than 50% of the amount claimed, the non-referring party shall reimburse the referring party's legal costs and other expenses which the referring party incurred in the adjudication process.
5. The Adjudicator shall decide how his fee and reasonable expenses are to be apportioned between the parties.
6. The Adjudicator shall be permitted to correct his decision so as to remove clerical or typographical errors arising by accident or omission.

## OUR SERVICES

OUR TEAM OF PUMP SPECIALISTS' KEY AIM IS TO GUARANTEE INCREASED PRODUCTIVITY AND PROFITABILITY



**PUMP REPAIRS**



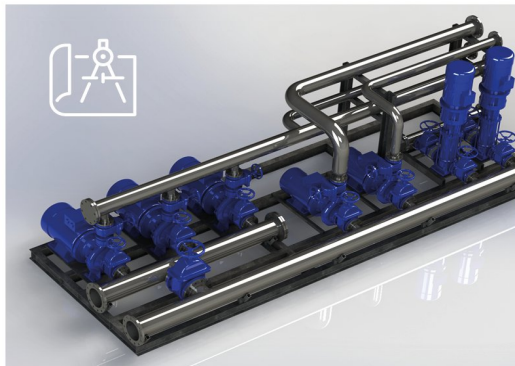
**REPAIR, INSTALL, COMMISSION**



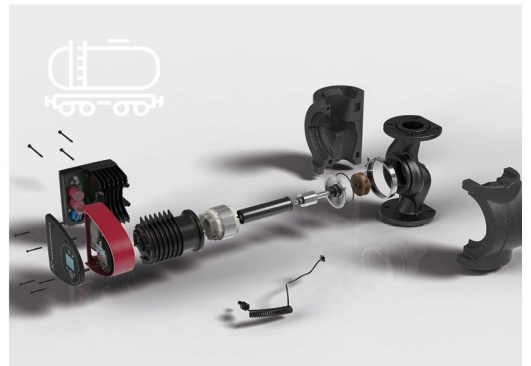
**MAINTENANCE PACKAGES**



**ENERGY SAVINGS**



**SYSTEM BUILDING**



**SUPPLY OF PUMPS AND SPARES**

PERFORMANCE UNDER PRESSURE

**Dura Pump Limited** Boughton Fair Lane, Moulton, Northamptonshire, NN3 7RT  
Call 01604 648 800 Email [sales@durapump.co.uk](mailto:sales@durapump.co.uk) Visit [www.durapump.co.uk](http://www.durapump.co.uk)

The following brands are part of Dura Pump

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SPECIALIST PUMP SYSTEMS

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MAINTENANCE SERVICES



**COST SAVING  
CONSULTATIONS**



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SERVICE STANDARD**



**THE COMPLETE  
SYSTEM SERVICE**



**KNOWLEDGE  
OF ALL SYSTEMS**



**ENERGY SAVING  
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Northamptonshire, NN3 7RT  
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**Email** [sales@durapump.co.uk](mailto:sales@durapump.co.uk)  
**Visit** [www.durapump.co.uk](http://www.durapump.co.uk)

