

Little Haven, South Shields

FLOOD RISK and DRAINAGE ASSESSMENT
January 2026

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Little Haven, South Shields - Flood Risk and Drainage Assessment

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Reference: Little Haven FRDA

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Report Methodology

This report is based upon information supplied to SHL by the client, by third parties and from publicly available information to allow an office-based assessment of flood risks associated with the proposals. SHL cannot guarantee or vouch for the accuracy, completeness or reliability of this information, nor will it accept responsibility for any of the data provided by others.

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APPENDIX 1: Supporting Information

1.0 INTRODUCTION

A Flood Risk and Drainage Assessment (FRDA) is required to support the planning application for the proposed extension to the existing building, new gym and new nursery located within the grounds of the Little Haven, South Shields. This FRDA will assess the development's risk from flooding with focus on surface water drainage.

1.1 LAYOUT OF REPORT

Section 1 provides an introduction to the FRDA, explains the layout of this FRDA and provides an introduction to flood risk and the latest guidance on development and flood risk in England. Section 2 provides an introduction to the site. The site description is based on a site visit undertaken and publicly available information on flood risk. In order to obtain further information on flood risk, consultation was undertaken with the Environment Agency, Northumbrian Water Limited, and the Client. Section 3 of this report details the development proposals. Section 4 of this report considers the development proposals in relation to the current planning policy on development and flood risk in England (and what type of development is considered appropriate in different flood risk zones). National Planning Policy Framework, (NPPF): and its associated Technical Guidance (Planning Practice Guidance) is the current planning policy on flood risk in England, and an introduction to NPPF is provided below. Section 5 considers the drainage arrangements for the proposed development. The drainage assessment is based on NPPF and outlines an indicative foul and surface water drainage strategy. Based on all the work undertaken as part of the FRA, Section 6 of this report provides a summary and any recommendations for further work.

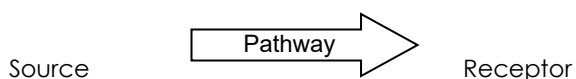
1.2 FLOOD RISK

Flood risk takes account of both the probability and the consequences of flooding.

Flood risk = probability of flooding x consequence of flooding

Probability is usually interpreted in terms of the return period, e.g. 1 in 100 and 1 in 200-year event, etc. In terms of probability, there is a 1 in 100 (1%) chance of one or more 1 in 100-year floods occurring in a given year. The consequence of flooding depends on how vulnerable a receptor is to flooding.

The components of flood risk can be considered using the source-pathway-receptor model.



Sources constitute flood hazards, which are anything with the potential to cause harm through flooding (e.g. rainfall, extreme sea levels, river flows and canals). Pathways represent the mechanism by which the flood hazard would cause harm to a receptor (e.g. overtopping and failure of embankments and flood defences, inadequate drainage and inundation of floodplains). Receptors comprise of the people, property, infrastructure and ecosystems that could potentially be affected should a flood occur.

1.3 NATIONAL PLANNING POLICY FRAMEWORK

NPPF and its associated Technical Guidance replaces Planning Policy Statement 25 and provides guidance on how to evaluate sites with respect to flood risk.

A summary of the requirements of NPPF is provided below.

1.3.1 Sources of Flooding

NPPF requires an assessment of flood risk to consider all forms of flooding and lists six forms of flooding that should be considered as part of a flood risk assessment. These forms of flooding are listed in Table 1, along with an explanation of each form of flooding.

Table 1: Forms of Flooding

Flooding from Rivers (Fluvial Flooding)
Watercourses flood when the amount of water in them exceeds the flow capacity of the river channel. Flooding can either develop gradually or rapidly, depending on the characteristics of the catchment. Land use, topography and the development can have a strong influence on flooding from rivers.
Flooding from the Sea (Tidal Flooding)
Flooding to low-lying land from the sea and tidal estuaries is caused by storm surges and high tides. Where tidal defences exist, they can be overtopped or breached during a severe storm, which may be more likely with climate change.
Flooding from Land (Pluvial Flooding)
Intense rainfall, often of short duration, that is unable to soak into the ground or enter drainage systems can run quickly off land and result in local flooding. In developed areas, this flood water can be polluted with domestic sewage where foul sewers surcharge and overflow. Local topography and built form can have a strong influence on the direction and depth of flow. The design of development down to a micro-level can influence or exacerbate this. Overland flow paths should be taken into account in spatial planning for urban developments. Flooding can be exacerbated if development increases the percentage of impervious area.
Flooding from Groundwater
Groundwater flooding occurs when groundwater levels rise above ground levels (i.e. groundwater issues). Groundwater flooding is most likely to occur in low-lying areas underlain by permeable rocks (aquifers). Chalk is the most extensive source of groundwater flooding.
Flooding from Sewers
In urban areas, rainwater is frequently drained into sewers. Flooding can occur when sewers are overwhelmed by heavy rainfall and become blocked. Sewer flooding continues until the water drains away.
Flooding from Other Artificial Sources (i.e. reservoirs, canals, lakes and ponds)
Non-natural or artificial sources of flooding can include reservoirs, canals and lakes. Reservoir or canal flooding may occur as a result of the facility being overwhelmed and/or as a result of dam or bank failure.

1.3.2 Flood Zones

For river and sea flooding, NPPF uses four Flood Zones to characterise flood risk. These Flood Zones refer to the probability of river and sea flooding, ignoring the presence of defences, and are detailed in Table 2.

Table 2: Flood Zones

Flood Zone	Definition
1	Low probability (less than 1 in 1,000 annual probability of river or sea flooding in any year (<0.1%))
2	Medium probability (between 1 in 100 and 1 in 1,000 annual probability of river flooding (1%-0.1%) or between 1 in 200 and 1 in 1,000 annual probability of sea flooding (0.5%-0.1%) in any year).
3a	High probability (1 in 100 or greater annual probability of river flooding (>1%) in any year or 1 in 200 or greater annual probability of sea flooding (>0.5%) in any given year).
3b	This zone comprises land where water has to flow or be stored in times of flood. Land which would flood with an annual probability of 1 in 20 (5%) or is designed to flood in an extreme flood (0.1%) should provide a starting point for discussions to identify functional floodplain.

1.3.3 Vulnerability

NPPF classifies the vulnerability of developments to flooding into five categories. These categories are detailed in Table 3.

Table 3: Flood Risk Vulnerability Classification

Flood Risk Vulnerability Classification	Examples of Development Types
Essential Infrastructure	- Transport Infrastructure - Utility Infrastructure (e.g. water treatment works and wind turbines)
Water Compatible	- Flood Control Infrastructure - Water and Sewerage Infrastructure - Navigation Facilities - Water Based Recreation
Highly Vulnerable	- Emergency Services - Basement Dwellings - Mobile home parks
More Vulnerable	- Hospitals and other health services - Residential Establishments - Educational Establishments
Less Vulnerable	- Commercial Establishments (e.g. shops, restaurants and offices)

Based on the vulnerability of a development, NPPF states within what Flood Zone(s) the development is appropriate. The flood risk vulnerability and Flood Zone 'compatibility' of developments is summarised in Table 4.

Table 4: Flood Risk Vulnerability and Flood Zone Compatibility

Flood Risk Vulnerability Classification		Essential Infrastructure	Water Compatible	Highly Vulnerable	More Vulnerable	Less Vulnerable
Flood Zone	1	✓	✓	✓	✓	✓
	2	✓	✓	Exception Test	✓	✓
	3a	Exception Test	✓	✗	Exception Test	✓
	3b	Exception Test	✓	✗	✗	✗

1.3.4 The Sequential Test, Exception Test and Sequential Approach

The Sequential Test is a risk-based test that should be applied at all stages of development and aims to steer new development to areas with the lowest probability of flooding (Zone 1). This is applied by the Local Planning Authority by means of a Strategic Flood Risk Assessment (SFRA).

The SFRA and NPPF may require the Exception Test to be applied to certain forms of new development. The test considers the vulnerability of the new development to flood risk and, to be passed, must demonstrate that:

- There are sustainability benefits that outweigh the flood risk and;
- The new development is safe and does not increase flood risk elsewhere.

The Sequential Approach is also a risk-based approach to development. In a development site located in several Flood Zones or with other flood risks, the sequential approach directs the most vulnerable types of development towards the areas of least risk within the site.

1.3.5 Climate Change

This is a planning requirement to account for climate change in the proposed design. The recommended allowances should be based on the most relevant guidance from the Environment Agency and the Lead Local Flood Authority.

1.3.6 Sustainable Drainage

The key planning objectives in NPPF are to appraise, manage and where possible, reduce flood risk. Sustainable Drainage Systems (SuDS) provide an effective way of achieving some of these objectives, and NPPF and Part H of the Building Regulations directs developers towards the use of SuDS wherever possible.

2.0 EXISTING SITE DESCRIPTION

2.1 GENERAL

The proposed development is located within the overall redevelopment boundary of the Little Haven, South Shields. This FRDA relates to the proposed new extension, new nursery and new gym within the existing grounds.

The redline boundary of the development is approximately 1.4 ha.

The site is immediately adjacent to The Lawe.

Figure 1 Location Plan



Figure 2: Aerial Image



2.2 SURROUNDING FEATURES AND SITE CHARACTERISTICS

The site is a hotel and is currently occupied whilst being redeveloped.

The site is relatively flat with gentle slopes to the South.

The development site is situated within the overall development site of the 'Little Haven'. The site is bound to the North, East and West by a shared public footpath / cycle path within the South Groyne with the River Tyne lying beyond. An existing car park and its access make up the southern boundary which then leads on to River Drive.

The site is classified as a mixture of 'brownfield and greenfield' due to its previously developed nature.

3.0 PROPOSED DEVELOPMENT

3.1 DESCRIPTION

This report is to support the planning application of the proposed redevelopment known as 'Little Haven'. The plans include the provision of a new extension, new nursery and new gym within the existing grounds and external works.

Relevant flood risk related information is listed below;

- The site is located wholly within Flood Zone 1 and is considered at a low risk of tidal or fluvial flooding.
- It is anticipated that the development will make connections to the existing drainage points where possible however there may be new foul and surface water drainage connections where necessary.
- Foul water and surface water flows from the development will be discharged into the existing public sewer network.

3.2 CLASSIFICATION

In accordance with Table 2: Flood Risk Vulnerability and Classification from the NPPF, the proposed usage is classified as 'less vulnerable'. As the site is located wholly within Flood Zone 1, in accordance with Table 3: Flood Risk Vulnerability and Flood Zone 'Compatibility' the proposed usage is compatible with the Flood Zone.

4.0 FLOOD RISK

During the course of producing this report the Environment Agency, Northumbrian Water Ltd, South Tyneside Council LLFA and the Client were consulted, and the information is summarised below.

4.1 FLOOD MAP FOR PLANNING

The Environment Agency Flood Map for Planning is shown in Figure 3.

Figure 3 Environment Agency Flood Map for Planning (January 2026)



The site is shown to lie in Flood Zone 1 (low probability of flooding).

Given the site is located wholly within Flood Zone 1, the risk from river or sea flooding is considered as low.

4.2 FLOOD RISK: RIVERS OR THE SEA FLOOD MAPS

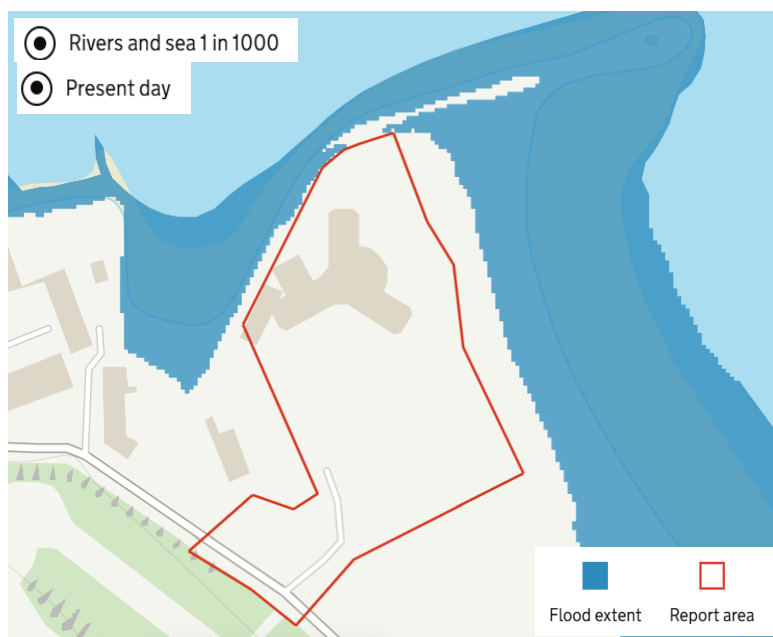
The Environment Agency flood map (from Rivers or the Sea) is shown in Figure 4.

Figure 4 Environment Agency Flood Map Rivers or the Sea – Present day – Rivers 1 in 100, Sea 1 in 200 (January 2026)



The map indicates the development site is at a very low risk of flooding from rivers or the sea in the present day, rivers 1 in 100, sea in 1 in 200 scenarios.

Figure 5 Environment Agency Flood Map Rivers or the Sea – Present day – Rivers and sea 1 in 1000 (January 2026)



The map indicates the development site is at a very low risk of flooding from rivers or the sea in the present day, rivers and sea 1 in 1000 scenarios.

Figure 6 Environment Agency Flood Map Rivers or the Sea – Present day chance of flooding with and without defences (January 2026)

Present day chance of flooding

With defences(defended)
Taking flood defences into account, there could be a 0.1% (1 in 1000) chance of a flood at this location each year.
[▶ What does 'defended' mean?](#)

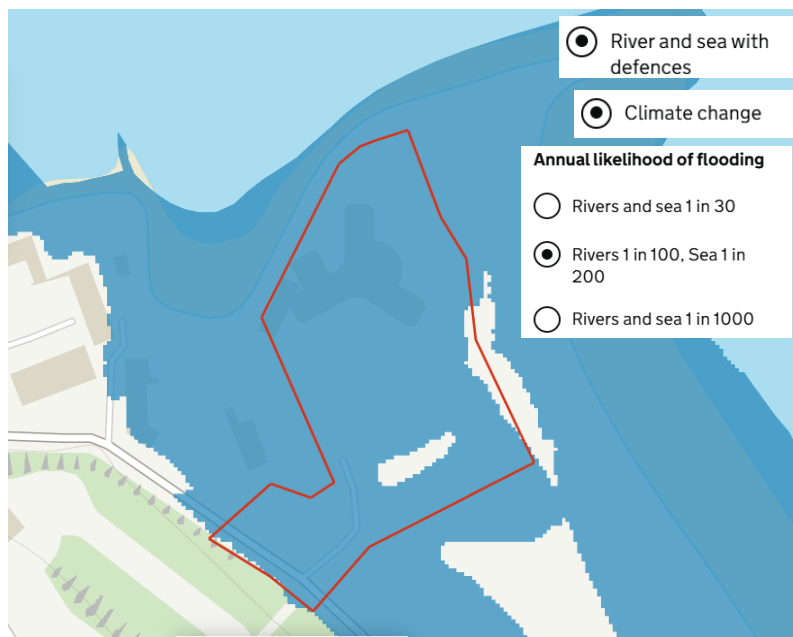
[▶ Rivers and sea data inconsistencies](#)

Without defences (undefended)
Without flood defences, there could be a 0.1% (1 in 1000) chance of a flood at this location each year.
[▶ What does 'undefended' mean?](#)

[▶ Rivers and sea data inconsistencies](#)

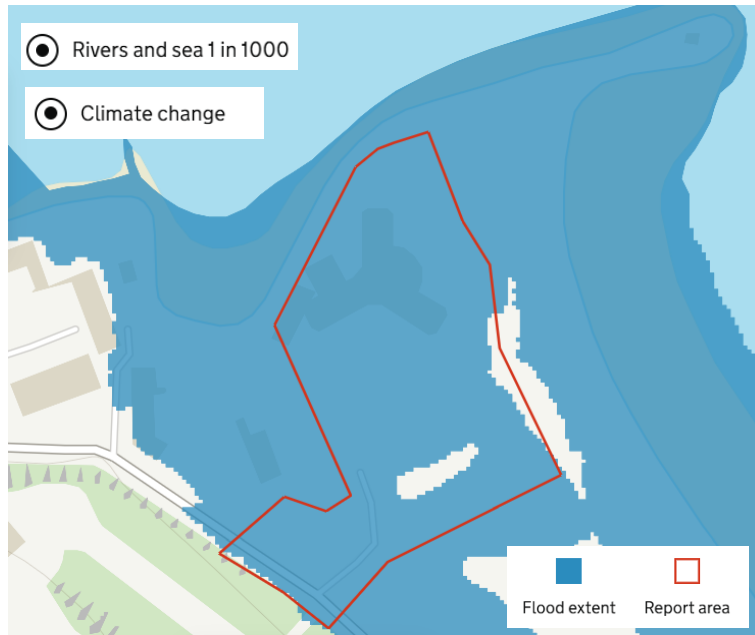
The above shows that with or without flood defences, there is a 0.1% (1 in 1000) chance of flooding. This indicates the site is at a very low risk of flooding.

Figure 7 Environment Agency Flood Map Rivers or the Sea – Climate Change – Rivers 1 in 100, Sea 1 in 200 (January 2026)



The map indicates the development site is at risk of flooding from rivers or the sea when climate change is applied and in the rivers 1 in 100, sea in 1 in 200 scenarios.

Figure 8 Environment Agency Flood Map Rivers or the Sea – Climate change – Rivers and sea 1 in 1000 (January 2026)



The map indicates the development site is at risk of flooding from rivers or the sea when climate change is applied and, in the rivers, and sea 1 in 1000 scenarios.

Figure 9 Environment Agency Flood Map Rivers or the Sea – Climate change chance of flooding with and without defences (January 2026)

Climate change: projected chance of flooding

With defences (defended)

Taking flood defences into account, there could be a 3.3% (1 in 30) chance of flooding each year:

- from rivers for the period 2070 to 2125
- from the sea (tidal flooding) by the year 2125

► [What does 'defended' mean?](#)

► [Rivers and sea data inconsistencies](#)

Without defences (undefended)

We have not modelled the 3.3% event for an undefended scenario.

Without flood defences, there could be a 1% (1 in 100) chance of flooding each year:

- from rivers for the period 2070 to 2125
- from the sea (tidal flooding) by the year 2125

► [What does 'undefended' mean?](#)

► [Rivers and sea data inconsistencies](#)

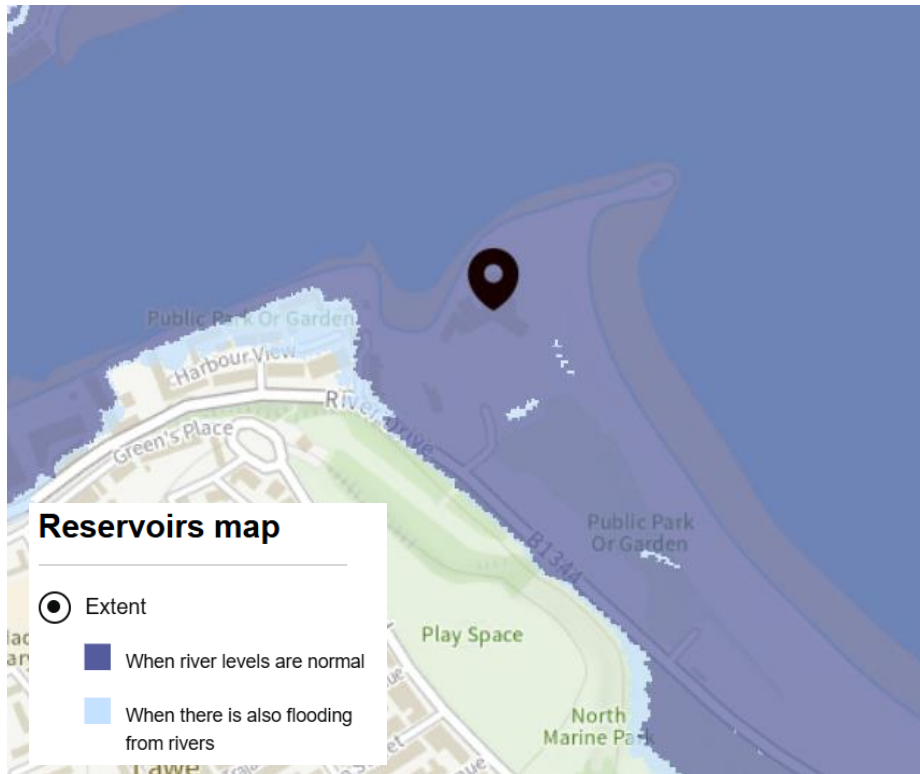
[Find out more about climate change allowances.](#)

The above shows with climate change added with flood defences, there is a 3.3% (1 in 30) chance of flooding.

4.3 FLOOD RISK: ARTIFICIAL SOURCES

The Environment Agency Reservoir Flood Map is shown in Figure 5.

Figure 10 Environment Agency Reservoir Flood Map (January 2026)



The site is shown to be at risk of reservoir flooding when river levels are normal.

There are several water mains in the vicinity of the site, if any of the mains were to burst localised flooding would be expected.

The site as this location could be affected by Kielder Reservoir, which is owned by Northumbrian Water Limited.

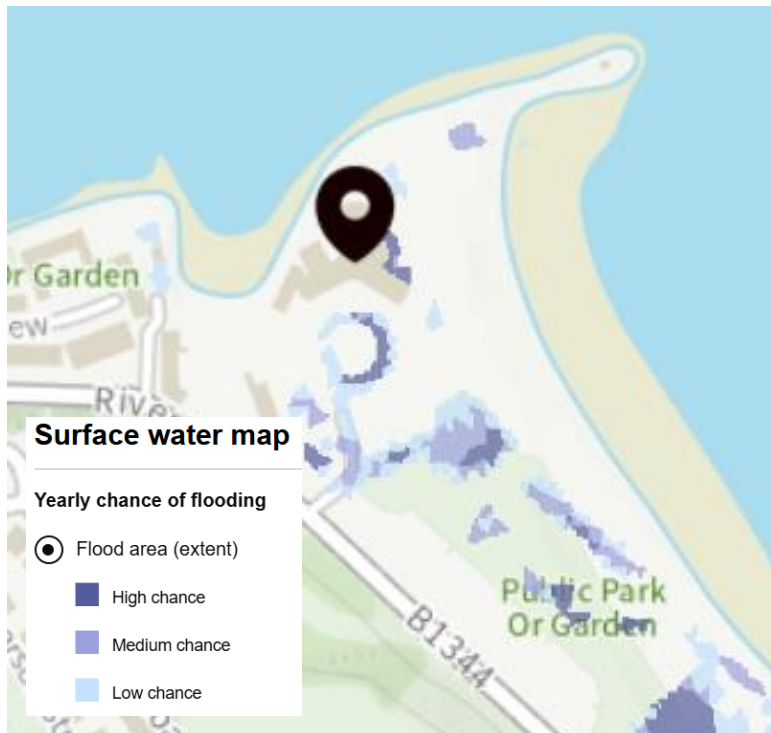
This scenario is considered an example of a failure associated with one or more of the aforementioned reservoirs. The severity of this occurrence is high although the likelihood of this occurring is low as given Kielder Reservoir is owned and maintained by Northumbrian Water who are reportable to the Environment Agency. Kielder Reservoir is over 25000 cubic metres volume; therefore, it is covered by the Reservoirs Act 1975. This Act ensures that there are robust management and maintenance plans in place.

Therefore, the risk associated with reservoirs is considered low and acceptable.

4.4 FLOOD RISK: SURFACE WATER

The Environment Agency Surface Water Flood Map is shown in Figure 6.

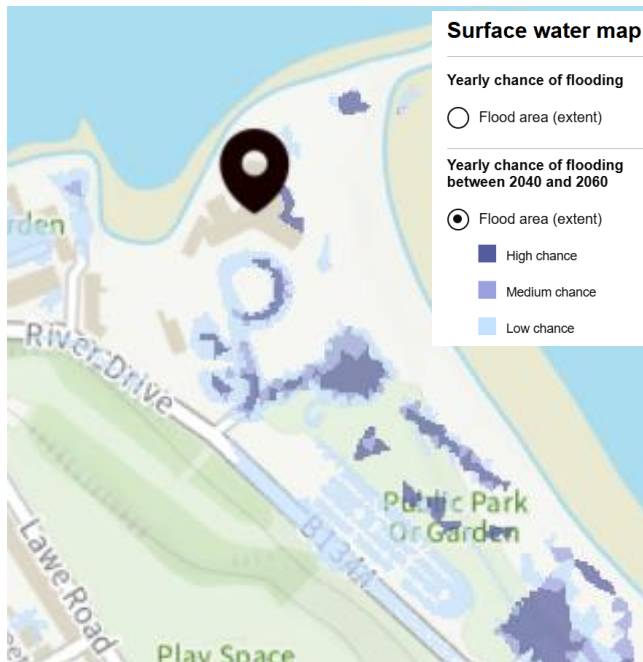
Figure 11 Environment Agency Extent of Surface Water Flooding Map (January 2026)



This map shows where water would collect ignoring any formal drainage, based on topography.

The majority of the site is shown to be at a 'very low' risk of flooding from surface water. An area of ponding is shown to the north eastern/eastern corner of the site. This area is shown high risk.

Figure 12 Environment Agency Surface Water Flood Risk between 2040 and 2060 (January 2026)



This map shows where water would collect ignoring any formal drainage, based on topography.

The majority of the site is shown to be at a 'very low' risk of flooding from surface water. An area of ponding is shown to the north eastern/eastern corner of the site. This area is shown high risk.

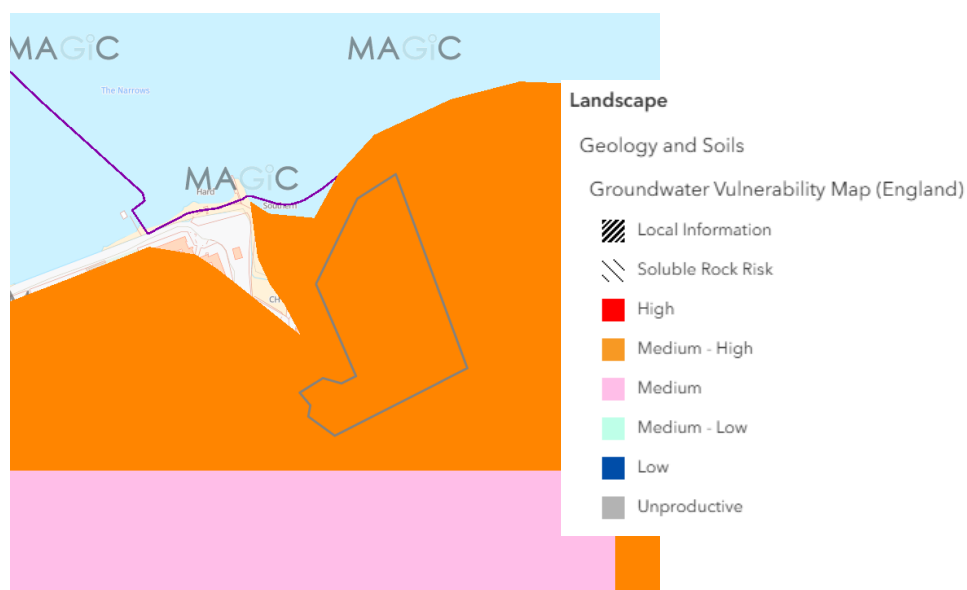
The risk of this flooding is reduced due to the site being developed as the drainage system will aid in reducing ponding risk and also the permeable paving.

Surface water run-off management and flood risk will be discussed in detail within Section 5 of this report.

The risk of flooding from pluvial sources is therefore considered low.

4.5 FLOOD RISK: GROUNDWATER

Figure 13 Extract from Magic Map's Groundwater Vulnerability Map (January 2026)



The site lies in an area classified as 'Medium – High' vulnerability to groundwater pollution. The site is not shown to lie within a Groundwater Source Protection Zone.

There are 'no features to be found' in the soilscape.

There are no historical reports of groundwater flooding.

Groundwater flooding is not expected to be a risk at the site.

Given the site location and underlying strata, it is considered the risk from groundwater flooding is considered as low.

4.6 FLOOD RISK FROM DRAINAGE

4.6.1 Flood Risk from Existing Drainage

There are existing foul and surface water private sewers that cross the south and south west of the site. These then tie in separately to public foul and surface water sewers which are present to the south and south west of the site.

A copy of Northumbrian Water's asset plan is included in the appendices.

The risk of flooding to the development from this potential source is considered to be low and acceptable.

4.6.2 Flood Risk from Proposed Drainage

Surface water flows will be managed given the implementation of the new drainage design and designed to current standards taking in account climate change factors. Foul water flows are anticipated to increase in both average and peak flow scenarios.

On this basis the flood risk associated with the proposed drainage is considered to be low and acceptable.

4.7 FLOOD RISK FROM EXCEEDANCE FLOWS

Exceedance flows would be anticipated to find their way to lower lying land.

Exceedance flows will be determined via the hydraulic modelling of the proposed surface water drainage system.

Due to existing topography flows will be directed away from the proposed buildings.

On this basis the flood risk associated with the exceedance flow is considered to be low and acceptable.

4.8 HISTORICAL FLOODING

There are no reports of historical flooding at the site.

4.9 NORTHUMBRIAN WATER LIMITED

A plan received from NWL indicates the foul and surface water drainage on site is private and remains separate before entering the combined sewer. The foul water drainage discharges to NWL foul sewer manhole 7007 before entering downstream NWL combined manhole 7003. The surface water drainage discharges to NWL surface water manhole 7102 before entering downstream NWL combined manhole 7101.

A copy of NWL's asset plan is included in the appendices.

A pre-development enquiry has been submitted to NWL and their response is awaited.

4.10 FLOOD RISK VULNERABILITY AND FLOOD ZONE COMPATIBILITY

In accordance with Table 2: Flood Risk Vulnerability and Classification from the NPPF, the proposed usage is classified as 'less vulnerable'. As the site is located within Flood Zone 1, in accordance with Table 3: Flood Risk Vulnerability and Flood Zone 'Compatibility' the proposed usage is compatible with the Flood Zone.

5.0 DRAINAGE ASSESSMENT

In accordance with NPPF and the recommendations of the LLFA, the drainage assessment of this report should demonstrate that it should be possible to discharge foul and surface water from proposed development safely, without increasing flood risk on or off site. This assessment will look at whether the site is capable of managing peak flow from the proposed development.

5.1 EXISTING FOUL DRAINAGE

A public foul sewer is present to the south of the site. This is where the private foul water drains within the site connect into.

The site currently does produce foul flows.

Existing flows are estimated as 0.49 l/s average flow over 24 hours and peak flow at 4.4 l/s.

A copy of the sewer record map received from Northumbria Water is included in the Appendices.

5.2 PROPOSED FOUL WATER DRAINAGE

The site is currently a hotel which already produces foul flows, the foul flows will increase during the site's redevelopment.

Proposed flows are estimated as 0.56 l/s average flow over 24 hours and peak flow at 4.9 l/s.

This will increase the overall developments flows to 1.05 l/s average flow over 24 hours and peak flow to 9.3 l/s

At the time of writing this report, NWL's response is awaited.

5.3 EXISTING SURFACE WATER DRAINAGE

The total area of the redline planning boundary is 1.4ha.

The greenfield runoff equivalent for the site is estimated via IH124 for greenfield runoff. Flows as follows;

QBar	5.9 l/s
1 in 1	5.1 l/s
1 in 30	10.4 l/s
1 in 100	12.4 l/s

However, the area of greenfield run off for the proposed redevelopment is 0.31ha.

The greenfield runoff equivalent for the site is estimated via IH124 for greenfield runoff. Flows as follows;

QBar	1.3 l/s
------	---------

1 in 1	1.1 l/s
1 in 30	2.3 l/s
1 in 100	2.7 l/s

5.4 PROPOSED SURFACE WATER DRAINAGE

5.4.1 Hierarchy of surface water disposal

The hierarchy of surface water disposal, details that firstly, surface water should be collected for re-use via rainwater harvesting, if this is not viable then discharged to ground. If this is not reasonably practicable, to a watercourse and where this is not reasonably practicable, to a sewer.

Rainwater harvesting is being proposed as a preferred option for the site, the design will progressed following specialist advice. It is proposed the harvested rainwater will be utilised for WC flushing within the gym, nursery and restaurant, therefore reducing clean water demand. Any excess water runoff will be directed to the sewer as designed to the prescribed restricted rate.

See;

- Q45287 – The Little Haven Gym, 5,000L BG Tank Combi 225
- Q45388 – (Restaurant) The Little Haven 5,000L BG Tank Combi 225
- Q45389 – (Nursery) The Little Haven 12,000L BG Tank Combi 225
- LHH-SHD-ZZ-ZZ-D-C-0100 – Proposed Drainage Layout

The data sheets and drawing show the proposed drainage for the site including the proposed rainwater harvesting tanks. Following specialist advice, the tank for the nursery and restaurant will have a capacity of 5000 litres and the tank for the gym will have a capacity of 1200 litres. The harvested rainwater will be utilised for WC flushing within the building, therefore reducing clean water demand. Any excess surface water runoff will be directed to the sewer as previously designed at the prescribed restricted rate.

In the case of this development, it is proposed that the site will discharge to the existing surface water drainage as infiltration is not feasible at current (tests are currently in the process of being taken and we are awaiting the report). There is a watercourse nearby however it is deemed unreachable due to the existing public areas outwith the ownership boundary.

There is a small amount of additional hardstanding area that has been proposed to the nursery however the new development presents the opportunity to include SuDS within the drainage design. It is proposed that where possible, each roof will be a blue roof and will be used in order to provide a level of treatment to the surface water runoff and help in controlling runoff volumes and peak flow. The extent and details of the blue roofs will be provided during detailed design. Calculations from the blue roof specialist are yet to be undertaken.

The proposed flows (excluding any slowing/reduction of flow from the proposed blue roofs) will not increase from that of existing as the impermeable area will remain the same. However, the flows offsite will be restricted in order to provide a betterment of the existing.

As the roofs are all varying heights, each roof area will need to have its own associated restriction. It is proposed to restrict each roof outlet to the minimum practicable flow therefore providing a betterment for all storms. The roofs will all be designed for a 1 in 100-year storm with a climate change allowance.

The proposed drainage will be designed to ensure no flooding of the site on a 1 in 30-year storm and no flooding of property in the event of the 1 in 100-year storm + 45% climate change allowance.

5.4.2 Discharge limit

The greenfield runoff equivalent for the site is 1.3 l/s. It is not practicable to limit the flows to the greenfield equivalent in this case as the flows are too low. It is therefore proposed to limit the flows to the lowest achievable flowrate of 2 l/s.

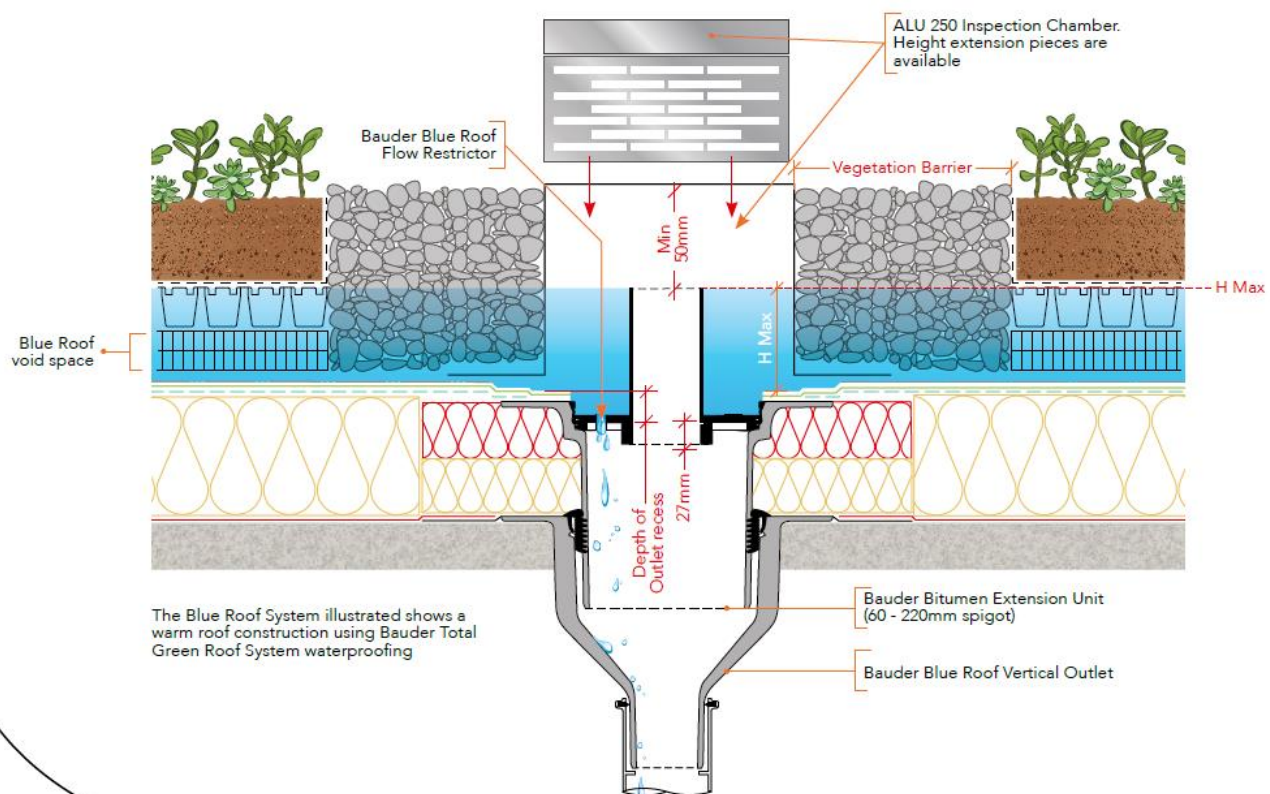
It is proposed that 2 l/s is discharged into the existing surfaced water drainage system to the south of the site.

These flows are to be agreed with NWL, as ultimately, they will discharge into their sewer.

5.4.3 Blue Roofs

Blue roofs are proposed to cover the areas of flat roof to the restaurant and paved terrace. The details of the blue roofs are under development. The design will be undertaken by a specialist sub-contractor.

Figure 14 - Blue Roof System



Although the roofs are yet to be finalised, it is anticipated that the detail will be broadly in line with the information

shown above in Figure 11. However, the blue roof may not be planted as per the detail throughout, but will be finished in accordance with the roof plan prepared by the Architect.

The roofs will be designed to allow the water to discharge from the roof in the 24 hours following the design rainfall event. The design will ensure that at least half of the attenuated water will have drained down in 12 hours to allow for a secondary storm.

Emergency overflows will be provided to allow flows in excess of the design storm to pass if the capacity of the roof drainage system is exceeded.

5.4.4 SuDS

The table below shows the considerations given to SuDS options at the site.

SuDS Selection

SuDS method / component	Selected / Not selected	Reason for selection / Reason for being discounted
Rainwater harvesting	✓	It is proposed the harvested rainwater will be utilised for WC flushing within the building, therefore reducing clean water demand
Green roofs	✓	To be utilised where possible on new areas of the site.
Filter strips	✗	Would not be capable of storing entire attenuation volume therefore would need to be used in conjunction with another storage method.
Swales	✗	Would not be capable of storing entire attenuation volume therefore would need to be used in conjunction with another storage method.
Permeable pavement	✓	Permeable paving is to be included where possible and paving areas have been specified.
Detention basin	✗	Space constraints
Pond / wetland	✗	Space constraints
Attenuation tank	✗	Although this option would be the most cost-effective and would not impact upon usable space, this option is discounted due to the priority being given to 'green, source-control' type SuDS.

SuDS are to be utilised for both water quality and water quantity purposes. Priority is given to 'source control' SuDS.

Opportunities for SuDs have been maximised where possible.

Rainwater harvesting, green roofs and permeable paving will be utilised in areas it can be.

5.4.5 Water Quality

With reference to Table 26.2 'Pollution hazard indices for different land use classifications' from the SuDS Manual the following pollution hazard indices can be identified at the proposed development:

Land use	Pollution hazard level	Total suspended solids (TSS)	Metals	Hydrocarbons
Residential roofs	Very Low	0.2	0.2	0.05
Residential access	Low	0.3	0.2	0.05

With reference to Table 26.3 'Indicative SuDS mitigation indices for discharge to surface waters'' from the SuDS Manual the following mitigation indices can be identified at the proposed development:

Type of SuDS component	Total suspended solids (TSS)	Metals	Hydrocarbons
Blue / Green Roof	0.7	0.6	0.7
Permeable pavement	0.7	0.6	0.7

The values given for the mitigation indices exceed the pollution hazard indices for the building and its grounds therefore it can be concluded that the SuDS proposed successfully provide mitigation.

5.5 AMENITY

The surface water drainage design positively contributes to placemaking and environmental enhancement by keeping surface water runoff at or close to the ground surface due to the incorporation of permeable paving.

The SuDS selected, permeable paving and green/blue roofs take note of the townscape character. As the permeable paving is highly visible, its visual impact is of equal importance to its functionality. This will ensure public acceptability and therefore maximises amenity benefits.

5.6 BIODIVERSITY

SuDS should seek to add biodiversity value to a project.

In the case of this development, there is little opportunity to increase the biodiversity value through the surface water drainage design. However, value will be added by the incorporation of the blue/green roofs.

The green elements will encourage native flora and fauna.

The roofs are used as resident terraces - raised planters to the parapets to provide this green aspect in support of the overall net gain of the site which BioDiverse have produced. It is not practical due to the type of market sale for all roofs to be green.

The blue roofs and permeable paving provide an element of treatment to the surface water runoff.

5.7 MANAGEMENT AND MAINTENANCE OF SUDS

It is proposed that the management and maintenance of the proposed SuDS will be undertaken by the developer or a private maintenance company employed by the developer. The recommended maintenance regime is detailed below;

Table 5 Blue Roof Management and Maintenance Plan

Maintenance Schedule	Required Action	Frequency
Regular maintenance	Remove debris and litter to prevent clogging of inlet drains	Six monthly/annually or as required.
	Remove fallen leaves and other debris	Six monthly or as required (especially after leaf fall during Autumn)
	Remove nuisance and invasive vegetation, including weeds	Six monthly or as required
Remedial actions	If drain inlet has settled, cracked or moved, investigate and repair as appropriate	As required
	Cut back any tree limbs that overhang the roof to give at least 1m clearance	As required
Monitoring	Building Owner to keep a record of all inspections and maintenance carried out on the roof. Any signs of damage or degradation to be reported to system provider so that remedial work can be arranged	As required

	Inspect drain inlets to ensure unrestricted runoff from the drainage layer to the roof drain system	Quarterly/ after severe storms/ following any remedial works that take place on or around the roof
	Inspect underside of roof for evidence of leakage	Annually/ after severe storms/ following any remedial works that take place on or around the roof
	Inspect all components including drains, membranes, and roof structure for proper operation, integrity of waterproofing (especially at upstands to ensure it is fully adhered to the component it is waterproofing) and structural stability	Annually/ after severe storms/ following any remedial works that take place on or around the roof

Appropriate safety considerations must be undertaken for maintenance of the blue roof and safety harnessing must be worn by all members of staff working on the roof. Training of maintenance staff must be undertaken to ensure safe working practices.

Table 6 Permeable Pavement Management and Maintenance Plan

Maintenance Schedule	Required Action	Frequency
Regular maintenance	Brushing and vacuuming	Three times/ year at the end of winter, mid-summer, after autumn leaf fall, or as required based on site specific observations of clogging or specific manufacturers' recommendations.
Occasional maintenance	Stabilise and mow contributing and adjacent areas	As required
	Removal of weed	As required
Remedial actions	Remediate any landscaping which, through vegetation maintenance or soil slip, has been raised to within 50mm of the level of the paving	As required
	Remedial work to any depressions, rutting and cracked or broken blocks considered detrimental to the structural performance or a hazard to users	As required
	Rehabilitation of surface and upper sub-structure	As required (if infiltration performance is reduced)

		as a result of significant clogging).
Monitoring	Initial inspection.	Monthly for 3 months after installation.
	Inspect for evidence of poor operation and/ or weed growth. If required, take remedial action	3 monthly, 48 hours after large storms
	Inspect silt accumulation rates and establish appropriate brushing frequencies	Annually
	Monitor inspection chambers	Annually

Table 7 Rainwater Harvesting Management and Maintenance Plan

Maintenance Schedule	Required Action	Frequency
Regular maintenance	Inspection of the tank for debris and sediment build up, inlets/outlets/withdrawal devices, overflow areas, pumps, filters	Annually (and following poor performance)
	Cleaning of tank, inlets, outlets, gutters, withdrawal devices and roof drain filters of silts and other debris	Annually (and following poor performance)
Occasional maintenance	Cleaning and/or replacement of any filters	Three monthly or as required
Remedial actions	Repair of overflow erosion damage or damage to tank	As required
	Pump repairs	As required

Monitoring	Regular inspection	Six monthly
------------	--------------------	-------------

5.8 GENERAL MAINTENANCE

Other than the SuDS elements, maintenance and inspections will be necessary for the overall below ground drainage system.

Inspections and maintenance are to be carried out by a person who has access to/working knowledge of the system and shall be carried out in a planned and safe manner. The nominated person(s) shall be competent and suitably equipped and trained in current standard health and safety practices and policies.

Any entrance into confined spaces such as manholes should be kept to a minimum and carried out only by suitably trained persons.

The drainage system should be inspected regularly, and any problems reported. These should then be recorded and rectified as soon as reasonably practicable. A record shall be kept of all maintenance/ inspections.

Any blockages of the systems can be rectified by one or a combination of the following methods: rodding, jetting or plunging.

Table 8 General Management and Maintenance Plan

Maintenance Schedule	Required Action	Frequency
Regular maintenance	Check flow controls for any blockages, clear sump if necessary and check pivoting bypass door is operational	Twice a year after leaf fall and first large storm and annually in dry weather
Occasional maintenance	Debris removal from channel drains	Annually or as required
Monitoring	Remove covers from manholes and inspection chambers and check for issues. Any debris inside chamber to be cleared. Check for silt accumulation. Any traps to be plunged and thoroughly flushed with clean water	Annually

5.9 ADOPTION ARRANGEMENT

It is intended that the drainage within the site remains private. The attenuation elements and associated flow control units will also remain private. They will be operated and maintained by the client or a private management company employed by them.

5.10 SUDS IMPLEMENTATION TIMETABLE

SuDS will be developed alongside the development and will be online before the buildings are in use.

6.0 SUMMARY

The report has been prepared to assess the flood risk and drainage implications of the proposed redevelopment of the Little Haven hotel to support the planning application of the site.

The appropriate agencies have been consulted in producing this report, including Northumbrian Water Limited, the LLFA and the Environment Agency.

The site lies in Flood Zone 1 (low flood risk) and the proposals consist of the 'Less Vulnerable' category. The proposed usage category is compatible with the Flood Zone.

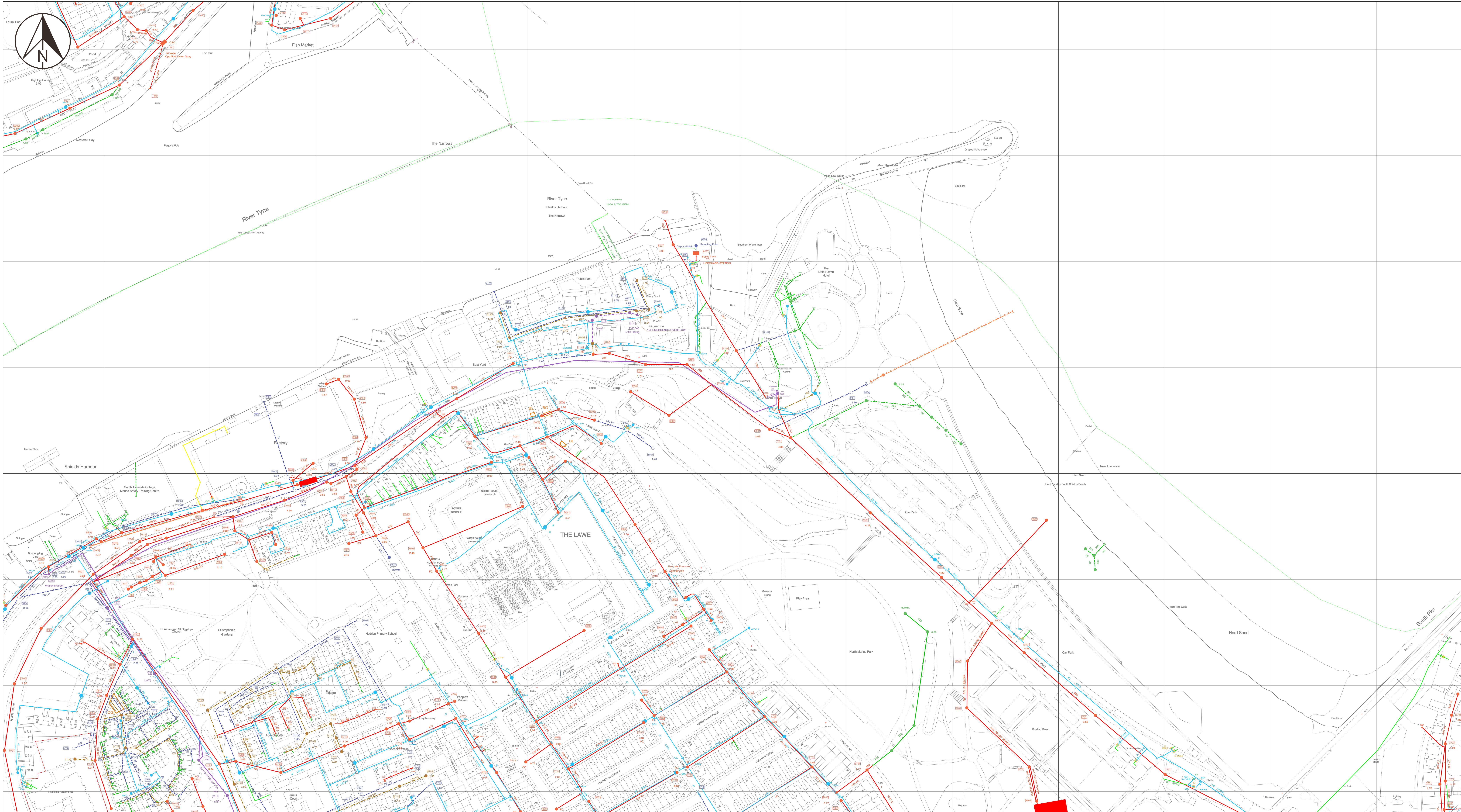
This report has considered other potential sources of flooding to the site, including sea, rivers, groundwater, land, existing and proposed drainage and other artificial sources. Flood risk in relation to all sources have been assessed as low.

The site will discharge to the local private drainage system and flows will be limited as low as reasonably practicable. SuDS are utilised in the form of rainwater harvesting, green roofs and permeable paving.

Overall, this report demonstrates that the flood risk to the site overall is low and manageable.

7.0 APPENDIX 1: SUPPORTING INFORMATION

1.2 NORTHUMBRIAN WATER LIMITED, SEWER RECORD MAP



Waste Water -			Private/Non NWL			Water Network -		
NWL Responsibility			Proposed			Network Types		
Combined		Combined		Distribution		AB Asbestos		
Foul		Foul		Treated		Abandoned		
Surface		Surface		Raw		Out of Comm		
Treated Eff		Treated Eff		Fire		Proposed		
Untreated Eff		Trade Eff		Supply				
Overflow		Watercourse		Private				



User : BOWMS
Title :

Date : 04/08/2025 12:15:11
Centre Point : 436692,568063

Map Sheet : NZ3668SE
Paper / Scale : A0@1:1249

The material contained on this plot has been reproduced from an Ordnance Survey map with permission of the controller of H.M.S.O. Crown Copyright Reserved. Licence No.AC0000851702. The information shown on this plan should be regarded as approximate and is intended for guidance only. No Liability of any kind whatsoever is accepted by Northumbrian Water, its servants or agents for any omission. The actual position of any water mains or sewers shown on the plan must be established by taking trial holes in all cases. In the case of water mains Northumbrian Water must be given two working days notice of their intention to excavate trial holes. With effect from 1 October 2011, private lateral drains and sewers automatically transferred to Northumbrian Water under a scheme made by the Secretary of State pursuant to section 105A Water Industry Act 1991. These former private drains and sewers together with existing private connections may not be shown but their presence should be anticipated. WARNING...Where indicated on the plan there could be abandoned asbestos cement materials or shards of pipe. If excavating in the vicinity of these abandoned asbestos cement materials, the appropriate Health & Safety precautions should be taken. Northumbrian Water accepts no liability in respect of claims, costs, losses or other liabilities which arise as the result of the presence of the pipes or any failure to take adequate precautions. Emergency Telephone Number: 0345 717 1100



1.3 Q45287 – The Little Haven Gym, 5,000L BG Tank Combi 225

Q45388 – (Restaurant) The Little Haven 5,000L BG Tank Combi 225

Q45389 – (Nursery) The Little Haven 12,000L BG Tank Combi 225

Your Water Reuse Proposal

From Stormsaver

Project Information

Project Name	The Little Haven Gym and Nursery
Project Reference	1019263
Quote Reference	Q45387
Project Location	River Dr, South Shields
For the attention of	Tony Hills
Date of Proposal	02/03/2026
Collection Area	
Applications Served	

Thank you for considering Stormsaver for Water Reuse at the above site.



PROUD UK
MANUFACTURERS

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Tom Barker

> 01636 550316 | t.barker@stormsaver.com



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1. Rainwater is collected from roof area
2. Rainwater enters drainage through sealed gullies
3. Rainwater storage tank & encasement material
4. Integrated vortex filter
5. Inlet calmer
6. Overflow from rainwater storage tank with NRV
7. Submersible pump (optional standby)
8. Floating suction filter
9. 50mm Black & Green MDPE piped supply to building
10. Tank access chamber (bolt down covers)
11. Service connection chamber, electrical connections
12. Electrical service duct

13. Stormsaver Control Unit - COMBI
14. Incoming pumped rainwater supply
15. Mains cold water supply (top up)
16. COMBI overflow connection to drain
17. Local power supply
18. Optional BMS (by others)
19. Optional micron filtration
20. Optional UV disinfection unit
21. Boosted rainwater supply
22. Optional monitoring unit supplied with Rainwater & Mainswater meters
23. Points of use



Your Water Reuse Proposal Quote

Product Code	Quantity	Description
1/SVF/B/1.5-1.8	1.00	Integrated vortex filter, pre fitted inside main storage tank, to remove leaves and other debris prior to rainwater entering the main body of the tank.
1/SVF/VM100-150	1.00	Removable Filter Mesh to suit 100mm - 150mm drainage
5/UC/M/5X1.5	1.00	5,000L GRP Underground Storage Tank. Dimensions 3070mm length x 1500mm dia. (Requires concrete surround by civils contractor)
10/IC/150	1.00	150mm diameter inlet into storage tank with inlet diffuser.
10/OF/150	1.00	150mm diameter overflow from the underground storage tank.
10/BPF/160	1.00	150mm Non Return Valve. To prevent water backflowing through the overflow. Unit is supplied fitted in the tank overflow. This item is required to meet BS8515:2009.
10/TT/1X0.6X1.0	2.00	Inclusive turret, 1 section @ 600mm dia. x 1000mm length. GRP Construction
10/TC/PD/600	2.00	Inclusive 600 x 600mm pedestrian bolt down duty cover.
10/SD/100	1.00	2 x 100mm service ducts
32/1/COM/CIV	1.00	Project Administration - Production
11/2X3SDCS/F	1.00	2 x 3SCDS stainless steel submersible pump. Max Q 1.3l/s and Max H 2.2 bar. With fixed foot filter
15/XF225/2PCOMBI/VS5	1.00	Stormsaver Combi Unit provides a pressurised water supply with all the benefits of a non pressurised header tank system. Connects to dual submersible pumps in the main storage tank. The package combines 1 booster pump and regulation compliant mains water top up all in one self contained unit. Dimensions 1250 (H) x 1000mm (W) x 750mm (D) The unit also houses 225L back up storage, variable speed pump, automatic backwashing filtration, electrical processor control, system electrics, pressure set, control & sensors for a mains water top up which is compliant with the Water Supply (Water Fittings) Regulations 1999 (Optional BMS output). Please ensure that the mains water top up meets the demands of the outgoing water. Stormsaver cannot accept responsibility for this. Rainwater inlet 28mm. Mainswater inlet 35mm. Outlet 35mm. Booster Set - Max flow rate: 5.3 l/s @ 1.8bar. Max pressure:
23/WM/PO/35	1.00	Pulsed Output Water Meter 35mm dia
17/BMS145	1.00	Common alarm output connection to your BMS system. One alarm will be raised if any of the following errors occur: Zero flow, clean filter, Pump Overload. Also Mains water reading & Rainwater reading. With mains water relay
17/BMS12	1.00	BMS Signal for Solenoid valve failure

25/UV4/A	1.00	UV4A Disinfection rated at 1.03L/sec providing sterilised water free of bacteria and virus (requires maintenance). 22mm connection
32/1/COM/ME	1.00	Project Administration - Office
30/DEL/SS	1.00	Standard delivery of all equipment listed in the quotation (UK mainland). This is not FORS accredited, and this would incur an additional charge.
31/COM/B1	1.00	Commissioning visit: Includes 1 day on site time to commission system on completion of the installation by others - Blue area

Our Total Price

£ 21,066.87 (ex. vat)

Optional Item

Product Code	Quantity	Description	List Price

If there is anything not included within your quotation that you would like or require then please contact our sales team to discuss. We specialise in offering bespoke systems so there are lots of items we can include for you. Please note we cannot offer installation of the complete system.



Added Value Products



Monitoring Display

Stormsaver systems can be centrally monitored through an educational display. The display can include your branding & logo.



Auto Backwash Filtration

Reduce maintenance requirements for the end user by replacing traditional cotton wound filters with our automatic backwash system.



Installation

Remove the hassle of installation and eliminate the risk of costly aborted commissioning visits by taking advantage of our installation offering.

System Replacement Services

Before



After



The above systems were deemed beyond economical repair by the client. In all cases, the system had failed and left no water supply to points of use. Stormsaver were able to offer quick replacements and greater resilience through our market leading systems.

We maintain and replace all types of Water Reuse Systems

*Services outlined on this page are an additional charge unless included on the above quotation.



CONDITIONS OF SALE-MAIN TERMS.

Interpretation

In these Conditions:

- 1.1. **BUYER** means the legal entity who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.
- 1.2. **SELLER** means Stormsaver Ltd Hockerton Moor Enterprise Park, Winkburn Lane, Hockerton Newark Nottinghamshire NG22 8FL.
- 1.3. **GOODS** means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.
- 1.4. **SERVICES** means any works undertaken by the Seller for the Buyer which the Seller has agreed to undertake in accordance with these Conditions.
- 1.5. **CONDITIONS** means the standard terms and conditions of sale set out in this document and its appendices and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.6. **ACKNOWLEDGMENT OF ORDER** means the document sent by the Seller to the Buyer that concludes the Contract between the Seller and the Buyer.
- 1.7. **CONTRACT** means the contract for the purchase and sale of the Goods and/or the supply of Services concluded on the Seller sending to the Buyer an Acknowledgement of Order.
- 1.8. **WRITING** includes facsimile transmission and comparable means of communication but not email.
- 1.9. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.10. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

- 2.1. The Seller shall sell, and the Buyer shall purchase the Goods, and the Seller shall provide, and the Buyer shall receive the Services in accordance with these Conditions. All Contracts are entered into on these Conditions. These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer. No Contract is formed until the Seller sends to the Buyer an Acknowledgment of Order.
- 2.2. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the installation, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, instruction, manual or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specifications

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller and a Contract formed unless and until the Seller sends to the Buyer an Acknowledgment of Order.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order and for any other documents submitted to the Seller to include signed and approved drawings and technical specifications as required. For the avoidance of doubt the Seller shall not and does not undertake any design work or accept any design responsibility in respect of the Goods or in connection with any matters associated with the Goods or their installation or operation.
- 3.3. Time for performance of the Contract starts upon receipt of signed approved drawings and technical specifications as required.

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- 3.4. Any efficiency charts or water saving calculations are estimates only and cannot be guaranteed and the Seller accepts no responsibility for any variants in the estimates to the actual savings achieved. Factors such as rainfall rates, evaporation, filter blinding, debris in system are all variable and out of the Sellers control and will affect the amounts of rainfall which can be stored and re-used. The Seller is not contractually bound to achieve specific financial savings as estimated within our quotation.
- 3.5. The installation manual provided by the Seller to the Buyer is not site specific and contains general instructions and specifications. It is the responsibility of the Buyer to fully read the manual and check the instructions and specifications against their own specifications to assess their suitability. It is the ultimate responsibility of the Buyer to carry out the installation to the requirements set out in the manual in line with the requirements of the contract specification where site conditions may have an impact on the installation. The Seller takes no responsibility for any costs, losses, liability for damage which occurs to the goods as a result of incorrect installation or unsuitability of the product for the site conditions.
- 3.6. The Seller cannot guarantee the water quality provided by the Goods. A variety of contaminants may enter the system including but limited to natural debris, sediment, bacterial elements, material elements, building materials and these are out of the control of the Seller. The system is not suitable for connection to any surface water drainage systems as this may enable contaminants to enter the system which the Seller cannot allow for. The Buyer warrants that connections to the system will be made in accordance with the installation manual provided by the Seller. The Seller shall not be held responsible for poor water quality as a result of, but not limited to any of these contaminants, or for poor water quality as a result of any installation and pre-commissioning works carried out by the Buyer. Responsibility for a continued high standard of water quality post commissioning is that of the end user and can be achieved by carrying out maintenance on the Goods as per the operation and maintenance manual supplied by the Seller. Water quality may also be affected by lack of maintenance of the goods and environment in and around the building and it is the responsibility of the end user to ensure these are maintained to a high standard.
- 3.7. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyers specification.
- 3.8. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
4. Cancellation of an Order
- 4.1. No Contract may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss, (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 4.2. The charge the Buyer shall pay to the Seller if the Buyer cancels the Contract shall be determined by reference to the contract value and the date upon which the Buyer cancels the Contract against the date that the Seller was to perform the Contract.
- 4.3. The Seller refers to the cancellation provisions in the appendices attached.
- 4.4. The Buyer agrees that these charges are a genuine pre-estimate of the loss of profit that is likely to be suffered by the Seller in the event of a cancellation and are not a penalty.
- 4.5. The Seller may cancel the Contract should the Buyer fail to: -
- 4.5.1. Take delivery of goods in accordance with the Contract.
 - 4.5.2. Allow access for the performance of the Services.
 - 4.5.3. Cancel dates provided for the provision of Services.
 - 4.5.4. Fail to pay the price for the Goods or Services in accordance with the terms for payment.
 - 4.5.5. And upon the Insolvency of the Buyer.

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5. Price of the Goods and Services

- 5.1. The price of the Goods and Services shall be the Seller's price as stated on their quotation. ("Price").
- 5.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery or the performance of Services, to increase the Price to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), delays to delivery and where a price increase has been applied between the date of quotation and the date of the delivery. In the meantime, should the Buyer make any change in the specifications for the Goods or Services then the Contract shall be deemed cancelled and the Seller and Buyer are required to enter into a new Contract following a quotation, order and Acknowledgement of Order.
- 5.3. Except as stated in the Contract all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 5.4. The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

6. Terms of payment

- 6.1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer the Price due under the Contract and any further charges the Buyer is liable to pay.
- 6.2. Unless agreed credit facilities are in place, payment of the invoice shall be on a proforma basis:-
- 6.2.1. First payment; on a proforma basis unless otherwise agreed in writing. This payment will be deducted from the final invoice.
 - 6.2.2. Second payment (applicable if the Goods are to be delivered in instalments) to the value of the Goods delivered.
 - 6.2.3. Final payment: the balance of any sum due to the Seller on completion of the delivery of any remaining Goods, less any deposit paid.
 - 6.2.4. All outstanding monies for Goods provided must be paid in full prior to commissioning being carried out, regardless of agreed credit terms in place.
 - 6.2.5. All invoices for Services are payable in full within 30 days of the date of the invoice.
- 6.3. Save for the payment referred to above, (which shall be payable forthwith), the Buyer shall pay the Seller's invoice (without deduction) within 30 days of the date of the invoice. Any discrepancies on the invoice must be notified to the Seller, in writing, within 7 days of the date of the invoice. Delays in payment due to discrepancies of which the Seller has not been notified are not acceptable and payments will be made as per the agreed terms from the original invoice date.
- 6.4. The time of payment of the invoice shall be of the essence of the Contract. The Seller reserves the right to withhold delivery of Goods or Services and / or the issue of reports and documentation until payment of all outstanding invoices are settled, even if these are within terms.
- 6.5. Receipts for payment will be issued only upon request.
- 6.6. Payments by cash or cheque cannot be accepted. All payments should be made by electronic transfer directly to the Seller's bank account.

7. Consequences of Failure to Pay

- 7.1. If the Buyer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 7.1.1. Cancel the contract or suspend any further deliveries of Goods or Services to the Buyer.
 - 7.1.2. Appropriate any payment made by the Buyer to such of the Goods or Services (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 7.1.3. Charge the Buyer interest (both before and after any judgment) on the unpaid amount at the rate of 6 per cent per annum above HSBC Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
 - 7.1.4. Be indemnified in full for any legal costs incurred both pre-action and as a consequence of any Court action for the recovery of monies owed or to recover Goods supplied.
 - 7.1.5. Revoke all credit facilities previously agreed on any Contract in writing and charge the Buyer on a proforma basis until a stable trading pattern can be guaranteed.

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7.1.6. To recover Goods in accordance with clause 9 and 13 of these conditions.

7.1.7. To recover the costs from the Buyer incurred in exercising their right to recover Goods.

7.1.8. The Seller is not responsible for any loss or damage suffered by the Seller or any third party as a consequence of their exercising their right under clause 9 and 13 of these conditions.

8. Commissioning of the Goods

8.1. If the Seller agrees with the Buyer to commission the Goods after their installation by or on behalf of the Buyer, the Seller may (at its sole discretion) make a charge for doing so which charge may either be included in the price of the Goods or may be invoiced separately.

8.2. Commissioning of the Goods must be completed within 6 months of the date of installation of the Goods.

8.3. All outstanding monies for any Goods or Services supplied to the Buyer shall be payable prior to the commissioning being carried out, regardless of credit facilities being agreed.

8.4. In order for the Seller to commission the Goods, the Buyer shall ensure that they have been competently installed and in accordance with any instructions / manuals / drawings given by the Seller, and that the place of installation is reasonably clean, properly lit and reasonably accessible and safe so as to enable the Seller to undertake the commissioning within a reasonable time.

8.5. If it is not possible for the Seller to commission the Goods within a reasonable time or at all the Seller reserves the right to make a charge in respect of any attempt to do so whether or not the Goods have been commissioned either in part or at all.

8.6. The Seller accepts that if the Goods are not installed in accordance with the manual provided by the Seller and the commissioning is aborted, that a re-visit will be chargeable. No commissioning certificate will be issued until the Seller is confident that the installation is fully correct and complete.

8.7. Commissioning dates are booked up in advance. Lead times can vary but at least 4 weeks' notice is required to book a commissioning. Cancellations within 5 working days of the date of commissioning will be chargeable and a recommissioning fee will be chargeable.

9. Delivery of Goods

9.1. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

9.2. Goods may be delivered on a variety of vehicle types, and the Seller cannot guarantee what type of vehicle the Goods will arrive on but, without placing any legal obligation on the Seller, the Seller will attempt to notify the Buyer as to the type of vehicle being used for delivery of the Goods in advance. Vehicles do not come with offloading equipment unless otherwise stated in the quotation. The Seller is not responsible for offloading any Goods from the delivery vehicle or setting them in place. This is the responsibility of the Buyer.

9.3. The Seller cannot guarantee a timed delivery slot and will not be held responsible for any costs incurred by the Buyer relating to delivery including but not limited to equipment hire, materials or labour.

9.4. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

9.5. All Contracts allow for 1 hour standing time by the delivery driver and the Seller reserves the right to abort the delivery after 1 hour and / or charge for additional waiting time over and above that included, for any reason including but not limited to site delays or offloading equipment not being ready for the delivery.

9.6. Where the Buyer cancels the delivery of the Goods, but the Goods are already in transit, the Buyer will be liable for the costs of delivery, storage and re-delivery (including insurance) until actual delivery on an alternative date. The Seller will not be responsible for any site delays or associated costs which may result in an additional lead time for an alternative delivery date.

9.7. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

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- 9.7.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 9.7.2. charge the Buyer for delivery of the Goods to a storage facility, and redelivery of the Goods on an alternative date; or
- 9.7.3. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price.
- 9.8. Where there has been an aborted delivery the Seller shall not be responsible for any additional costs including but not limited to delays on site due to additional lead times for re-delivery, equipment hire, cost of materials, such as concrete, labour and any associated works.
- 9.9. The Buyer must notify the Seller at least 3 working days prior to the delivery date of any specific requirements for identity or site inductions which may add to or delay the delivery times. The Seller cannot be held responsible for any delays to the delivery relating to identity requirements or inductions where notification has not been supplied to the Seller in writing, or at late notice.
10. Delivery of Services
- 10.1. Any dates quoted for the provision of Services are approximate only and the Seller shall not be liable for any delay in providing the Services however caused. Time for delivery of Services shall not be of the essence of the Contract unless previously agreed in Writing.
- 10.2. If the Seller fails to perform the Services for any reason, other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Services to replace those not provided.
- 10.3. The Buyer must notify the Seller at least 14 working days prior to the date for the provision of the Services of any specific requirements for identity or site inductions which may add to, or delay time taken for the Service to be performed. The Seller cannot be held responsible for any delays relating to identity requirements or inductions where notification has not been supplied to the Seller in writing, or at late notice.
- 10.4. Should the Buyer cancel the Services then the Seller may make a charge to the Buyer. Such charge will be dependent upon the nature of the service to be provided and the date of cancellation in relation to the date of the scheduled visit to provide the service.
11. Provision of Services - Maintenance Agreements
- 11.1. Where the Buyer has purchased a Maintenance Agreement from the Seller, maintenance visits will be carried out in accordance with the frequency set out in the appendices.
- 11.2. Any dates provided for Services are approximate only until confirmed in writing by the Seller, however the Seller shall not be liable for any delay in delivery of the Services however caused. Time for delivery of Services shall not be of the essence of the Contract unless previously agreed by the Seller in Writing.
- 11.3. It is the responsibility of the Buyer to provide parking arrangements for the Seller's engineers and to ensure that there is safe access to all areas of the site where the equipment to be serviced / assessed is installed. This includes, but is not limited to access for vehicles, personnel or equipment required. Should safe access not be available the Seller accepts no responsibility for this, or the inability to carry out the terms of the Service visit in full. The Buyer will be charged for an additional visit to carry out the Service in full and any subsequently failure of equipment, or misspecification of replacement equipment will not be the responsibility of the Seller and liability for this will remain with the Buyer.
- 11.4. The Seller will carry out inspections and services only on equipment as specified by the Buyer and detailed in the quotation. If the Seller is not made aware of any equipment which should be serviced or assessed in order for the complete system to be operational, this may result in the non-operation of the system, for which the Buyer will be liable for all costs associated with.
- 11.5. The Buyer understands that all service work carried out by the Seller carries a risk and that they are responsible for ensuring that the areas are made safe to work. Should the Seller's engineers identify a risk which prevents them from carrying out the service work safely, this will be raised with the Buyer and if it cannot be resolved, the engineer reserves the right, on behalf of the Seller to refuse to carry out the work. In this case, liability for the costs of the visit will remain with the Buyer and will be chargeable in full.
- 11.6. The Seller cannot guarantee a timed visit slot and will not be held responsible for any costs incurred by the Buyer relating to the visit including but not limited to equipment hire, materials or labour.
- 11.7. Where the Services are to be delivered in instalments, each Service shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Contract or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

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- 11.8. The Seller will provide all tools required to carry out the maintenance work as ordered.
- 11.9. The Buyer will provide utilities such as access to electric and water
- 11.10. If the maintenance visit is unable to be carried out in full due to the fault of the Buyer, then the full fee for the visit will still be chargeable.
12. Provision of Services - Tank Cleaning Services
- 12.1. The Buyer may place an order with the Seller to carry out tank cleaning services on site.
- 12.2. Where the Buyer has purchased a tank clean from the Seller, the visit will be carried out as soon as is practically possible by the Seller, dependent upon existing schedules of the Seller's engineering team and planning visits to minimise travel by the engineers in accordance with the Seller's sustainability policy.
- 12.3. The Seller is responsible for ensuring the area immediately surrounding the access to the tank is made safe for anyone passing by. The Buyer is responsible for ensuring that the general area is safe for any persons on site and for the Seller's engineers working on site.
- 12.4. The Seller will provide all tools and plant required to carry out the maintenance work as ordered.
- 12.5. The Buyer will provide utilities such as access to electric and water, ensure a suitable drain point is close to the tank and can be easily accessed. Ensure there is suitable access to the tank so that work can be carried out.
- 12.6. Where a tank clean has been suggested by the Seller at a previous visit, due to observations of the water quality, the Buyer accepts that a full inspection of the levels of sediment and debris within the tank cannot be carried out at this point. Excess sediment in the tank may require additional services in order for the tank clean to be carried out. Should a jetter or gully sucker be required, the Buyer accepts that this will be an additional cost, as well as the cost of the aborted tank clean and additional tank clean to complete the work.
13. Risk and property
- 13.1. Risk of damage to or loss of the Goods shall pass to the Buyer:
- 13.1.1. In cases of Goods delivered by the Seller to the Buyer immediately upon delivery.
- 13.1.2. In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 13.1.3. For the avoidance of doubt, in the case of Goods to be delivered otherwise than at the Seller's premises, risk of damage or loss of the Goods shall pass to the Buyer before the Goods are offloaded from any means by which they have been transported.
- 13.2. Where there has been damage to the Goods in transit, the Seller shall not be responsible for any additional costs including but not limited to delays on site due to additional lead times for re-delivery, equipment hire, cost of materials, such as concrete, labour and any associated works.
- 13.3. It is the Buyer's responsibility to provide safe and appropriate offloading equipment to remove the Goods from the delivery vehicle and should allow for the length and weight of the Goods and support the load fully. It is the Buyer's responsibility to carry out a site-specific risk assessment, including but not limited to the provision of a banksman and qualified workforce to remove and supervise offloading of the Goods from the delivery vehicle.
- 13.4. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Goods shall not pass to the Buyer until the Seller has received payment in full of the Price of the Goods and all other charges for which payment is then due.
- 13.5. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
- 13.6. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 13.7. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

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14. Warranties and Liability

- 14.1. Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification as stated in the quotation and any signed drawings or specifications provided by the Buyer and will be free from defects in materials and workmanship for a period of 12 months from the date of commissioning.
- 14.2. Subject to the conditions set out below the Seller warrants that the Services will correspond with their specification as stated in the quotation and any signed drawings or specifications provided by the Buyer and will be free from defects in materials and workmanship for a period of 12 months from the date the work is completed.
- 14.3. The above warranty is given by the Seller subject to the following conditions:
- 14.3.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
- 14.3.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), failure to commission or maintain the Goods properly, or misuse or alteration or repair of the Goods without the Seller's approval.
- 14.3.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- 14.3.4. the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 14.3.5. the Seller shall be under no liability in respect of any labour or remedial work charges where a faulty item has been returned to the Seller by the Buyer and a replacement item issued.
- 14.4. Subject as expressly provided in these Conditions, and except where the Goods are sold or Services provided to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.5. Where the Goods are sold or Services provided under a consumer transaction (as defined by the Consumer Rights Act 2015) the statutory rights of the Buyer are not affected by these Conditions.
- 14.6. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or the Provision of Services or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 14.7. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 14.8. Where any valid claim in respect the provision of a Service which is based on any defect in the quality of the workmanship the Seller shall be entitled to undertake further work free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Services (or a proportionate part of the Price), but the Seller shall have no further liability to the Buyer.
- 14.9. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, or the Provision of a Service and the entire liability of the Seller under or in connection with the Contract shall not exceed the Price of the Goods or the Price of the Service, except as expressly provided in these Conditions.

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- 14.10. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or the provision of the Service, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 14.10.1. Act of God, pandemic, explosion, adverse weather conditions, flood, tempest, fire or accident.
 - 14.10.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition.
 - 14.10.3. acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
 - 14.10.4. import or export regulations or embargoes.
 - 14.10.5. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party).
 - 14.10.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery.
 - 14.10.7. power failure or breakdown in machinery.
15. Insolvency of Buyer
- 15.10 Without affecting any other right or remedy available to it, the Seller may terminate the Contract with immediate effect if the Buyer;
- 15.1.1. Suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - 15.1.2. Commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Buyer;
 - 15.1.3. Applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 15.1.4. Has a petition filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up;
 - 15.1.5. Has an order made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;
 - 15.1.6. Has appointed an administrative receiver;
 - 15.1.7. Being an individual is made the subject of a bankruptcy petition, application or order;
 - 15.1.8. Has creditor or encumbrancer of it take possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of their assets and such attachment or process is not discharged within 7 days.
- 15.2. Should as a result of this clause, there be a novation or assignment of the Buyer to a third party the Seller is entitled to withhold further Goods and Services under the Contract until the Seller has received sufficient information concerning the change in the contractual party as the Buyer and any outstanding monies for Goods and Services have been paid for in full.
16. Health and Safety
- 16.1. The Seller warrants that all site operatives have up to date CSCS Skills Cards, Right to Work in the UK Permits, and are all fully trained to carry out the services provided the Seller maintains up to date CHAS, Constructionline and Safe Contractor Accreditation the Seller can provide Risk Assessment and Method Statements for work to be carried out upon request.
- 16.2. Should the Sellers engineer feel that, for any reason, the work to be carried out as per the Contract, poses a risk to himself, or that of others, which cannot be safely minimised to an acceptable level within the time allowed on site, he reserves the right to abort the visit on behalf of the Seller. Future visits will be arranged, taking into account any risks noted on the engineer's report. This may mean that in order for the Service to be carried out safely, two people or additional safety equipment are required, for which the additional costs will be liable to the Buyer.
- 16.3. The Buyer will ensure that safe access is readily available to all Goods installed by the Seller. If the Goods are installed in an area which is kept locked or requires special authorisation for access it is the Buyers responsibility to arrange access. If the Seller is unable to access Goods for maintenance for this reason, the Buyer accepts that the Goods will not be serviced and that a further visit will be required for which a charge will be rendered.





17. **General**

- 17.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing. Any notice to be addressed to the Seller is to be so addressed to its registered office. Any notice as required to the Buyer shall be given to the address as stated on the Acknowledgement of Order.
- 17.2. This Contract constitutes the entire Contract between the Buyer and Seller and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.
- 17.3. The Buyer and Seller each acknowledge that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 17.4. The Buyer and Seller each agree that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 17.5. Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.
- 17.6. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.7. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 17.8. Unless it expressly states otherwise this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 17.9. The laws of England shall govern the Contract, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

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APPENDIX 1

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing a

COMMERCIAL SYSTEM AND COMMISSIONING.

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in the Main Terms the Conditions in this Appendix apply.

A1.1 The Price stated on the Contract shall be fixed for a period of 12 months from the date of the Contract.

(a) The Seller reserves the right to apply phased invoicing.

A1.2 (a) The Buyer is to take delivery of the below ground tank as specified in the Contract within 3 months from the date of the Contract.

(b) The Buyer is to take delivery of the single piece above ground tank or sectional tank as specified in the Contract within 14 weeks from the date of the Contract.

(c) The Buyer is to take delivery of all mechanical and electrical items as specified in the Contract, or if not specified all those as required for the Contract, within 6 months from the date of the Contract.

A1.3 Should the Buyer fail to take delivery of the below ground tank, single piece tank or the above ground sectional tank within the times specified above then where possible the Seller shall charge the Buyer storage fees. Fees will be dependent on the size of the tank and a per week charge calculated including VAT or part thereof per tank. The seller reserves the right to invoice for the full amount of the tank.

A1.4 Should the Buyer fail to take delivery of the mechanical and electrical items within the time specified above then the Seller shall charge the Buyer storage fees calculated at £50.00 plus VAT per week or part thereof. The seller reserves the right to invoice for the full amount of the mechanical and electrical items.

A1.5 Should the Buyer fail to take delivery of the below ground tank and / or the above ground sectional tank and/or all mechanical and electrical items within 12 months of the date of the Contract then the Seller may cancel the Contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in purchasing price

A1.6 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A1.7 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

In all cases a minimum of £250 will apply for administrative charges on cancellation.

Cancellation charges	Criteria
10%	Where an order has been processed through the accounts department and confirmation sent to client.
15%	Where the above has taken place working drawings produced and manuals have been produced and sent.
50%	Where the above has taken place working drawings produced and manuals have been produced and sent, in relation to a greywater recycling system.
25%	Where the above has taken place and approved drawings have been signed and sent back to the Seller and manufacture of the Goods has commenced (excluding greywater recycling systems).
50%	Where the above has taken place and Goods are manufactured, in stock and ready for delivery or deliveries have been arranged.
75%	Where the above has taken place and Goods have been delivered and then returned to the Seller. Subject to inspection of returned parts.

A1.8 Commissioning of the commercial system must be completed within 12 months of the order date otherwise specifically agreed in the contract terms. Should the Buyer fail to meet this period the Seller reserves the right to add an uplift of 15% of the total commissioning value to cover increases in costs.

A1.9 The warranty for the commercial system is only applicable once the system has been commissioned and signed off without any conditions.

A1.10 Cancellation of a scheduled visit for the commissioning or installation of Goods within 5 working days of date of visit will incur a further commissioning or installation charge.

A1.11 At all times all other Conditions apply to any Contract for a commercial system and commissioning.

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APPENDIX 2

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing.

MAINTENANCE SERVICES AND ONE OFF SITE VISIT

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in the Main Body the Conditions in this Appendix apply.

A2.1 The Price stated in the Contract shall be fixed for a period of 12 months from the date of the Contract.

A2.2 The date of and frequency of maintenance visits will be as follows:

- For Contracts providing for 1 maintenance visit the visit will take place within 12 months of the date of the Contract. Should the Buyer fail to meet this period the Seller reserves the right to cancel the contract and a cancellation fee will apply or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.
- For Contracts providing for 2 maintenance visits the first visit will take place on or around month 3 from the date of the Contract and the second visit on or around month 9 from the date of the Contract. Should the Buyer fail to meet this period the Seller reserves the right to cancel the contract and a cancellation fee will apply or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.
- For Contracts providing for 4 maintenance visits per annum the visits will take place on or around months 2, 5, 8 and 11 of the date of the Contract. Should the Buyer fail to meet this period the Seller reserves the right to cancel the contract and a cancellation fee will apply or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.

A2.3 Should the Seller be unable to perform maintenance services as a result of any failure by the Buyer then the Seller reserves the right to cancel the Contract. The Seller is then entitled to cancellation fees as set out below:

- In all cases where cancellation is due to failure by the buyer resulting in the seller being unable to perform maintenance services, cancellation fee 100% of contract value.

A2.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A2.5 Should the Buyer cancel the Contract the Seller is entitled to cancellation fees as set out in the Schedule below:

- Administrative Fee

A minimum cancellation charge of £250 will apply in all cases to cover administrative and processing costs.

- Single or First Visit Cancellation
- If cancellation is made more than 10 working days before a scheduled visit: 50% of that visit's fee is payable.
- If cancellation is made within 10 working days of a scheduled visit: 100% of that visit's fee is payable.
- Cancellation of Multi-Visit Contracts

Where the Contract includes two or more scheduled visits, and cancellation occurs after one or more visits have been completed, the following applies:

- If the Buyer cancels the remaining visits, a cancellation fee of 50% of the total value of all unbooked and uncompleted visits will be payable.
- Any scheduled (i.e. already booked) but uncompleted visits that are cancelled:
 - More than 10 working days before the visit: 50% of that visit's fee is payable.
 - Within 10 working days of the visit: 100% of that visit's fee is payable.

A2.6 At all times all other conditions apply to any contract for maintenance services.

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APPENDIX 3

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing any of the following:

REMEDIAL WORKS OR UPGRADES.

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in the Main Body the Conditions in this Appendix apply.

A3.1 The Price stated in the Contract shall be fixed for a period of 5 months from the date of the Contract.

A3.2 The Services in the Contract must be completed within 4 months of the date of the Contract.

A3.3 Should the Services not be completed within 5 months of the date of the Contract then the Seller may cancel the Contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.

A3.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A3.5 Should the Buyer cancel the Contract the Seller is entitled to cancellation fees as set out in the Schedule below:

A3.6 Should the Buyer cancels the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation.

Cancellation charges	Criteria
10%	Where an order has been processed through the accounts department and confirmation sent to client, working drawings produced and sent (where applicable).
25%	Where the above has taken place and approved drawings have been signed and sent back to the Seller and manufacture of the Goods has commenced.
50%	Where the above has taken place and Goods are manufactured, in stock and ready for delivery or works are scheduled up to 10 working days before the visit.
100%	Where the above has taken place and Goods are manufactured, in stock and ready for delivery or works are scheduled within 10 working days before the visit.

A3.7 At all times all other Conditions apply to any order for remedial works, upgrades and tank cleaning services.

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APPENDIX 4

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing a

SYSTEM ASSESSMENT OR SITE VISIT OR FEASIBILITY STUDY

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in Main Body the Conditions in this Appendix apply.

A4.1 The Price stated in the Contract shall be fixed for a period of 3 months from the date of the Contract.

A4.2 The Services in the Contract must be completed within 3 months of the date of the Contract.

A4.3 Should the Services not be completed within 3 months of the date of the Contract then the Seller may cancel the Contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs

A4.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A4.5 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation;
- Up to 10 working days before a scheduled visit, cancellation fee 50%
- In all cases cancellation within 10 working days of scheduled visit cancellation 100%

A4.6 At all times all other Conditions apply to any Contract for system assessment, site visit and feasibility study.

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APPENDIX 5

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of order that they are providing any of the following:-

TANK CLEAN

Where there is a discrepancy between the Conditions in this appendix and the Conditions in the main body then the Conditions in this appendix apply.

A5.1 The Price stated in the Contract shall be fixed for a period of 5 months from the date of the Contract.

A5.2 The Contract must be completed within 3 months of the date of the Contract.

A5.3 Should the Services not be completed within 3 months of the date of the Contract, then the Seller may cancel the contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs

A5.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A5.5 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation;
- Once booked and up to 14 working days before services are due to be carried out 50%
- Once booked and within 14 working days of services due to be carried out 100%

A5.6 At all times all other conditions apply to any Contract for a tank clean.

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APPENDIX 6

The terms and conditions in this Appendix form part of the conditions when the Seller states on the order Acknowledgement of Order that they are providing any of the following:-

ONE OFF SERVICE VISIT

Where there is a discrepancy between the Conditions in this appendix and the Conditions in the main body then the Conditions in this appendix apply.

A6.1 The Price stated in the Contract shall be fixed for a period of 5 months from the date of the Contract.

A6.2 The Contract must be completed within 4 months of the date of the Contract.

A6.3 Should the Services not be completed within 5 months of the date of the Contract, then the Seller may cancel the Contract or reserve the right to add an uplift of 10%.

A6.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A6.5 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation;
- Up to 10 working days before Services are due to be carried out 50%
- Within 10 working days of Services due to be carried out 100%

A6.6 At all times all other Conditions apply to any order or a one off site visit.

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Your Water Reuse Proposal

From Stormsaver

Project Information

Project Name	The Little Haven Gym and Nursery
Project Reference	1019263
Quote Reference	Q45388
Project Location	River Dr, South Shields

For the attention of	Tony Hills
Date of Proposal	02/03/2026
Collection Area	
Applications Served	

Thank you for considering Stormsaver for Water Reuse at the above site.



PROUD UK
MANUFACTURERS

Here to help

Meet Your Technical Sales Estimator

Tom Barker

> 01636 550316 | t.barker@stormsaver.com



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1. Rainwater is collected from roof area
2. Rainwater enters drainage through sealed gullies
3. Rainwater storage tank & encasement material
4. Integrated vortex filter
5. Inlet calmer
6. Overflow from rainwater storage tank with NRV
7. Submersible pump (optional standby)
8. Floating suction filter
9. 50mm Black & Green MDPE piped supply to building
10. Tank access chamber (bolt down covers)
11. Service connection chamber, electrical connections
12. Electrical service duct

13. Stormsaver Control Unit - COMBI
14. Incoming pumped rainwater supply
15. Mains cold water supply (top up)
16. COMBI overflow connection to drain
17. Local power supply
18. Optional BMS (by others)
19. Optional micron filtration
20. Optional UV disinfection unit
21. Boosted rainwater supply
22. Optional monitoring unit supplied with Rainwater & Mainswater meters
23. Points of use



Your Water Reuse Proposal Quote

Product Code	Quantity	Description
1/SVF/B/1.5-1.8	1.00	Integrated vortex filter, pre fitted inside main storage tank, to remove leaves and other debris prior to rainwater entering the main body of the tank.
1/SVF/VM100-150	1.00	Removable Filter Mesh to suit 100mm - 150mm drainage
5/UC/M/5X1.5	1.00	5,000L GRP Underground Storage Tank. Dimensions 3070mm length x 1500mm dia. (Requires concrete surround by civils contractor)
10/IC/150	1.00	150mm diameter inlet into storage tank with inlet diffuser.
10/OF/150	1.00	150mm diameter overflow from the underground storage tank.
10/BPF/160	1.00	150mm Non Return Valve. To prevent water backflowing through the overflow. Unit is supplied fitted in the tank overflow. This item is required to meet BS8515:2009.
10/TT/1X0.6X1.0	2.00	Inclusive turret, 1 section @ 600mm dia. x 1000mm length. GRP Construction
10/TC/PD/600	2.00	Inclusive 600 x 600mm pedestrian bolt down duty cover.
10/SD/100	1.00	2 x 100mm service ducts
32/1/COM/CIV	1.00	Project Administration - Production
11/2X3SDCS/F	1.00	2 x 3SCDS stainless steel submersible pump. Max Q 1.3l/s and Max H 2.2 bar. With fixed foot filter
15/XF225/2PCOMBI/VS5	1.00	Stormsaver Combi Unit provides a pressurised water supply with all the benefits of a non pressurised header tank system. Connects to dual submersible pumps in the main storage tank. The package combines 1 booster pump and regulation compliant mains water top up all in one self contained unit. Dimensions 1250 (H) x 1000mm (W) x 750mm (D) The unit also houses 225L back up storage, variable speed pump, automatic backwashing filtration, electrical processor control, system electrics, pressure set, control & sensors for a mains water top up which is compliant with the Water Supply (Water Fittings) Regulations 1999 (Optional BMS output). Please ensure that the mains water top up meets the demands of the outgoing water. Stormsaver cannot accept responsibility for this. Rainwater inlet 28mm. Mainswater inlet 35mm. Outlet 35mm. Booster Set - Max flow rate: 5.3 l/s @ 1.8bar. Max pressure:
23/WM/PO/35	1.00	Pulsed Output Water Meter 35mm dia
17/BMS145	1.00	Common alarm output connection to your BMS system. One alarm will be raised if any of the following errors occur: Zero flow, clean filter, Pump Overload. Also Mains water reading & Rainwater reading. With mains water relay
17/BMS12	1.00	BMS Signal for Solenoid valve failure

25/UV4/A	1.00	UV4A Disinfection rated at 1.03L/sec providing sterilised water free of bacteria and virus (requires maintenance). 22mm connection
32/1/COM/ME	1.00	Project Administration - Office
30/DEL/SS	1.00	Standard delivery of all equipment listed in the quotation (UK mainland). This is not FORS accredited, and this would incur an additional charge.
31/COM/B1	1.00	Commissioning visit: Includes 1 day on site time to commission system on completion of the installation by others - Blue area

Our Total Price

£ 21,066.87 (ex. vat)

Optional Item

Product Code	Quantity	Description	List Price

If there is anything not included within your quotation that you would like or require then please contact our sales team to discuss. We specialise in offering bespoke systems so there are lots of items we can include for you. Please note we cannot offer installation of the complete system.



Added Value Products



Monitoring Display

Stormsaver systems can be centrally monitored through an educational display. The display can include your branding & logo.



Auto Backwash Filtration

Reduce maintenance requirements for the end user by replacing traditional cotton wound filters with our automatic backwash system.



Installation

Remove the hassle of installation and eliminate the risk of costly aborted commissioning visits by taking advantage of our installation offering.

System Replacement Services

Before



After



The above systems were deemed beyond economical repair by the client. In all cases, the system had failed and left no water supply to points of use. Stormsaver were able to offer quick replacements and greater resilience through our market leading systems.

We maintain and replace all types of Water Reuse Systems

*Services outlined on this page are an additional charge unless included on the above quotation.



CONDITIONS OF SALE-MAIN TERMS.

Interpretation

In these Conditions:

- 1.1. **BUYER** means the legal entity who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.
- 1.2. **SELLER** means Stormsaver Ltd Hockerton Moor Enterprise Park, Winkburn Lane, Hockerton Newark Nottinghamshire NG22 8FL.
- 1.3. **GOODS** means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.
- 1.4. **SERVICES** means any works undertaken by the Seller for the Buyer which the Seller has agreed to undertake in accordance with these Conditions.
- 1.5. **CONDITIONS** means the standard terms and conditions of sale set out in this document and its appendices and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.6. **ACKNOWLEDGMENT OF ORDER** means the document sent by the Seller to the Buyer that concludes the Contract between the Seller and the Buyer.
- 1.7. **CONTRACT** means the contract for the purchase and sale of the Goods and/or the supply of Services concluded on the Seller sending to the Buyer an Acknowledgement of Order.
- 1.8. **WRITING** includes facsimile transmission and comparable means of communication but not email.
- 1.9. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.10. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

- 2.1. The Seller shall sell, and the Buyer shall purchase the Goods, and the Seller shall provide, and the Buyer shall receive the Services in accordance with these Conditions. All Contracts are entered into on these Conditions. These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer. No Contract is formed until the Seller sends to the Buyer an Acknowledgment of Order.
- 2.2. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the installation, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, instruction, manual or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specifications

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller and a Contract formed unless and until the Seller sends to the Buyer an Acknowledgment of Order.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order and for any other documents submitted to the Seller to include signed and approved drawings and technical specifications as required. For the avoidance of doubt the Seller shall not and does not undertake any design work or accept any design responsibility in respect of the Goods or in connection with any matters associated with the Goods or their installation or operation.
- 3.3. Time for performance of the Contract starts upon receipt of signed approved drawings and technical specifications as required.

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- 3.4. Any efficiency charts or water saving calculations are estimates only and cannot be guaranteed and the Seller accepts no responsibility for any variants in the estimates to the actual savings achieved. Factors such as rainfall rates, evaporation, filter blinding, debris in system are all variable and out of the Sellers control and will affect the amounts of rainfall which can be stored and re-used. The Seller is not contractually bound to achieve specific financial savings as estimated within our quotation.
- 3.5. The installation manual provided by the Seller to the Buyer is not site specific and contains general instructions and specifications. It is the responsibility of the Buyer to fully read the manual and check the instructions and specifications against their own specifications to assess their suitability. It is the ultimate responsibility of the Buyer to carry out the installation to the requirements set out in the manual in line with the requirements of the contract specification where site conditions may have an impact on the installation. The Seller takes no responsibility for any costs, losses, liability for damage which occurs to the goods as a result of incorrect installation or unsuitability of the product for the site conditions.
- 3.6. The Seller cannot guarantee the water quality provided by the Goods. A variety of contaminants may enter the system including but limited to natural debris, sediment, bacterial elements, material elements, building materials and these are out of the control of the Seller. The system is not suitable for connection to any surface water drainage systems as this may enable contaminants to enter the system which the Seller cannot allow for. The Buyer warrants that connections to the system will be made in accordance with the installation manual provided by the Seller. The Seller shall not be held responsible for poor water quality as a result of, but not limited to any of these contaminants, or for poor water quality as a result of any installation and pre-commissioning works carried out by the Buyer. Responsibility for a continued high standard of water quality post commissioning is that of the end user and can be achieved by carrying out maintenance on the Goods as per the operation and maintenance manual supplied by the Seller. Water quality may also be affected by lack of maintenance of the goods and environment in and around the building and it is the responsibility of the end user to ensure these are maintained to a high standard.
- 3.7. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyers specification.
- 3.8. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
4. Cancellation of an Order
- 4.1. No Contract may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss, (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 4.2. The charge the Buyer shall pay to the Seller if the Buyer cancels the Contract shall be determined by reference to the contract value and the date upon which the Buyer cancels the Contract against the date that the Seller was to perform the Contract.
- 4.3. The Seller refers to the cancellation provisions in the appendices attached.
- 4.4. The Buyer agrees that these charges are a genuine pre-estimate of the loss of profit that is likely to be suffered by the Seller in the event of a cancellation and are not a penalty.
- 4.5. The Seller may cancel the Contract should the Buyer fail to: -
- 4.5.1. Take delivery of goods in accordance with the Contract.
 - 4.5.2. Allow access for the performance of the Services.
 - 4.5.3. Cancel dates provided for the provision of Services.
 - 4.5.4. Fail to pay the price for the Goods or Services in accordance with the terms for payment.
 - 4.5.5. And upon the Insolvency of the Buyer.

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5. Price of the Goods and Services

- 5.1. The price of the Goods and Services shall be the Seller's price as stated on their quotation. ("Price").
- 5.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery or the performance of Services, to increase the Price to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), delays to delivery and where a price increase has been applied between the date of quotation and the date of the delivery. In the meantime, should the Buyer make any change in the specifications for the Goods or Services then the Contract shall be deemed cancelled and the Seller and Buyer are required to enter into a new Contract following a quotation, order and Acknowledgement of Order.
- 5.3. Except as stated in the Contract all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 5.4. The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

6. Terms of payment

- 6.1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer the Price due under the Contract and any further charges the Buyer is liable to pay.
- 6.2. Unless agreed credit facilities are in place, payment of the invoice shall be on a proforma basis:-
- 6.2.1. First payment; on a proforma basis unless otherwise agreed in writing. This payment will be deducted from the final invoice.
 - 6.2.2. Second payment (applicable if the Goods are to be delivered in instalments) to the value of the Goods delivered.
 - 6.2.3. Final payment: the balance of any sum due to the Seller on completion of the delivery of any remaining Goods, less any deposit paid.
 - 6.2.4. All outstanding monies for Goods provided must be paid in full prior to commissioning being carried out, regardless of agreed credit terms in place.
 - 6.2.5. All invoices for Services are payable in full within 30 days of the date of the invoice.
- 6.3. Save for the payment referred to above, (which shall be payable forthwith), the Buyer shall pay the Seller's invoice (without deduction) within 30 days of the date of the invoice. Any discrepancies on the invoice must be notified to the Seller, in writing, within 7 days of the date of the invoice. Delays in payment due to discrepancies of which the Seller has not been notified are not acceptable and payments will be made as per the agreed terms from the original invoice date.
- 6.4. The time of payment of the invoice shall be of the essence of the Contract. The Seller reserves the right to withhold delivery of Goods or Services and / or the issue of reports and documentation until payment of all outstanding invoices are settled, even if these are within terms.
- 6.5. Receipts for payment will be issued only upon request.
- 6.6. Payments by cash or cheque cannot be accepted. All payments should be made by electronic transfer directly to the Seller's bank account.

7. Consequences of Failure to Pay

- 7.1. If the Buyer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 7.1.1. Cancel the contract or suspend any further deliveries of Goods or Services to the Buyer.
 - 7.1.2. Appropriate any payment made by the Buyer to such of the Goods or Services (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 7.1.3. Charge the Buyer interest (both before and after any judgment) on the unpaid amount at the rate of 6 per cent per annum above HSBC Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
 - 7.1.4. Be indemnified in full for any legal costs incurred both pre-action and as a consequence of any Court action for the recovery of monies owed or to recover Goods supplied.
 - 7.1.5. Revoke all credit facilities previously agreed on any Contract in writing and charge the Buyer on a proforma basis until a stable trading pattern can be guaranteed.

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7.1.6. To recover Goods in accordance with clause 9 and 13 of these conditions.

7.1.7. To recover the costs from the Buyer incurred in exercising their right to recover Goods.

7.1.8. The Seller is not responsible for any loss or damage suffered by the Seller or any third party as a consequence of their exercising their right under clause 9 and 13 of these conditions.

8. Commissioning of the Goods

8.1. If the Seller agrees with the Buyer to commission the Goods after their installation by or on behalf of the Buyer, the Seller may (at its sole discretion) make a charge for doing so which charge may either be included in the price of the Goods or may be invoiced separately.

8.2. Commissioning of the Goods must be completed within 6 months of the date of installation of the Goods.

8.3. All outstanding monies for any Goods or Services supplied to the Buyer shall be payable prior to the commissioning being carried out, regardless of credit facilities being agreed.

8.4. In order for the Seller to commission the Goods, the Buyer shall ensure that they have been competently installed and in accordance with any instructions / manuals / drawings given by the Seller, and that the place of installation is reasonably clean, properly lit and reasonably accessible and safe so as to enable the Seller to undertake the commissioning within a reasonable time.

8.5. If it is not possible for the Seller to commission the Goods within a reasonable time or at all the Seller reserves the right to make a charge in respect of any attempt to do so whether or not the Goods have been commissioned either in part or at all.

8.6. The Seller accepts that if the Goods are not installed in accordance with the manual provided by the Seller and the commissioning is aborted, that a re-visit will be chargeable. No commissioning certificate will be issued until the Seller is confident that the installation is fully correct and complete.

8.7. Commissioning dates are booked up in advance. Lead times can vary but at least 4 weeks' notice is required to book a commissioning. Cancellations within 5 working days of the date of commissioning will be chargeable and a recommissioning fee will be chargeable.

9. Delivery of Goods

9.1. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

9.2. Goods may be delivered on a variety of vehicle types, and the Seller cannot guarantee what type of vehicle the Goods will arrive on but, without placing any legal obligation on the Seller, the Seller will attempt to notify the Buyer as to the type of vehicle being used for delivery of the Goods in advance. Vehicles do not come with offloading equipment unless otherwise stated in the quotation. The Seller is not responsible for offloading any Goods from the delivery vehicle or setting them in place. This is the responsibility of the Buyer.

9.3. The Seller cannot guarantee a timed delivery slot and will not be held responsible for any costs incurred by the Buyer relating to delivery including but not limited to equipment hire, materials or labour.

9.4. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

9.5. All Contracts allow for 1 hour standing time by the delivery driver and the Seller reserves the right to abort the delivery after 1 hour and / or charge for additional waiting time over and above that included, for any reason including but not limited to site delays or offloading equipment not being ready for the delivery.

9.6. Where the Buyer cancels the delivery of the Goods, but the Goods are already in transit, the Buyer will be liable for the costs of delivery, storage and re-delivery (including insurance) until actual delivery on an alternative date. The Seller will not be responsible for any site delays or associated costs which may result in an additional lead time for an alternative delivery date.

9.7. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

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- 9.7.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 9.7.2. charge the Buyer for delivery of the Goods to a storage facility, and redelivery of the Goods on an alternative date; or
- 9.7.3. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price.
- 9.8. Where there has been an aborted delivery the Seller shall not be responsible for any additional costs including but not limited to delays on site due to additional lead times for re-delivery, equipment hire, cost of materials, such as concrete, labour and any associated works.
- 9.9. The Buyer must notify the Seller at least 3 working days prior to the delivery date of any specific requirements for identity or site inductions which may add to or delay the delivery times. The Seller cannot be held responsible for any delays to the delivery relating to identity requirements or inductions where notification has not been supplied to the Seller in writing, or at late notice.
10. Delivery of Services
- 10.1. Any dates quoted for the provision of Services are approximate only and the Seller shall not be liable for any delay in providing the Services however caused. Time for delivery of Services shall not be of the essence of the Contract unless previously agreed in Writing.
- 10.2. If the Seller fails to perform the Services for any reason, other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Services to replace those not provided.
- 10.3. The Buyer must notify the Seller at least 14 working days prior to the date for the provision of the Services of any specific requirements for identity or site inductions which may add to, or delay time taken for the Service to be performed. The Seller cannot be held responsible for any delays relating to identity requirements or inductions where notification has not been supplied to the Seller in writing, or at late notice.
- 10.4. Should the Buyer cancel the Services then the Seller may make a charge to the Buyer. Such charge will be dependent upon the nature of the service to be provided and the date of cancellation in relation to the date of the scheduled visit to provide the service.
11. Provision of Services - Maintenance Agreements
- 11.1. Where the Buyer has purchased a Maintenance Agreement from the Seller, maintenance visits will be carried out in accordance with the frequency set out in the appendices.
- 11.2. Any dates provided for Services are approximate only until confirmed in writing by the Seller, however the Seller shall not be liable for any delay in delivery of the Services however caused. Time for delivery of Services shall not be of the essence of the Contract unless previously agreed by the Seller in Writing.
- 11.3. It is the responsibility of the Buyer to provide parking arrangements for the Seller's engineers and to ensure that there is safe access to all areas of the site where the equipment to be serviced / assessed is installed. This includes, but is not limited to access for vehicles, personnel or equipment required. Should safe access not be available the Seller accepts no responsibility for this, or the inability to carry out the terms of the Service visit in full. The Buyer will be charged for an additional visit to carry out the Service in full and any subsequently failure of equipment, or misspecification of replacement equipment will not be the responsibility of the Seller and liability for this will remain with the Buyer.
- 11.4. The Seller will carry out inspections and services only on equipment as specified by the Buyer and detailed in the quotation. If the Seller is not made aware of any equipment which should be serviced or assessed in order for the complete system to be operational, this may result in the non-operation of the system, for which the Buyer will be liable for all costs associated with.
- 11.5. The Buyer understands that all service work carried out by the Seller carries a risk and that they are responsible for ensuring that the areas are made safe to work. Should the Seller's engineers identify a risk which prevents them from carrying out the service work safely, this will be raised with the Buyer and if it cannot be resolved, the engineer reserves the right, on behalf of the Seller to refuse to carry out the work. In this case, liability for the costs of the visit will remain with the Buyer and will be chargeable in full.
- 11.6. The Seller cannot guarantee a timed visit slot and will not be held responsible for any costs incurred by the Buyer relating to the visit including but not limited to equipment hire, materials or labour.
- 11.7. Where the Services are to be delivered in instalments, each Service shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Contract or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

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- 11.8. The Seller will provide all tools required to carry out the maintenance work as ordered.
- 11.9. The Buyer will provide utilities such as access to electric and water
- 11.10. If the maintenance visit is unable to be carried out in full due to the fault of the Buyer, then the full fee for the visit will still be chargeable.
12. Provision of Services - Tank Cleaning Services
- 12.1. The Buyer may place an order with the Seller to carry out tank cleaning services on site.
- 12.2. Where the Buyer has purchased a tank clean from the Seller, the visit will be carried out as soon as is practically possible by the Seller, dependent upon existing schedules of the Seller's engineering team and planning visits to minimise travel by the engineers in accordance with the Seller's sustainability policy.
- 12.3. The Seller is responsible for ensuring the area immediately surrounding the access to the tank is made safe for anyone passing by. The Buyer is responsible for ensuring that the general area is safe for any persons on site and for the Seller's engineers working on site.
- 12.4. The Seller will provide all tools and plant required to carry out the maintenance work as ordered.
- 12.5. The Buyer will provide utilities such as access to electric and water, ensure a suitable drain point is close to the tank and can be easily accessed. Ensure there is suitable access to the tank so that work can be carried out.
- 12.6. Where a tank clean has been suggested by the Seller at a previous visit, due to observations of the water quality, the Buyer accepts that a full inspection of the levels of sediment and debris within the tank cannot be carried out at this point. Excess sediment in the tank may require additional services in order for the tank clean to be carried out. Should a jetter or gully sucker be required, the Buyer accepts that this will be an additional cost, as well as the cost of the aborted tank clean and additional tank clean to complete the work.
13. Risk and property
- 13.1. Risk of damage to or loss of the Goods shall pass to the Buyer:
- 13.1.1. In cases of Goods delivered by the Seller to the Buyer immediately upon delivery.
- 13.1.2. In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 13.1.3. For the avoidance of doubt, in the case of Goods to be delivered otherwise than at the Seller's premises, risk of damage or loss of the Goods shall pass to the Buyer before the Goods are offloaded from any means by which they have been transported.
- 13.2. Where there has been damage to the Goods in transit, the Seller shall not be responsible for any additional costs including but not limited to delays on site due to additional lead times for re-delivery, equipment hire, cost of materials, such as concrete, labour and any associated works.
- 13.3. It is the Buyer's responsibility to provide safe and appropriate offloading equipment to remove the Goods from the delivery vehicle and should allow for the length and weight of the Goods and support the load fully. It is the Buyer's responsibility to carry out a site-specific risk assessment, including but not limited to the provision of a banksman and qualified workforce to remove and supervise offloading of the Goods from the delivery vehicle.
- 13.4. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Goods shall not pass to the Buyer until the Seller has received payment in full of the Price of the Goods and all other charges for which payment is then due.
- 13.5. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
- 13.6. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 13.7. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

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14. Warranties and Liability

- 14.1. Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification as stated in the quotation and any signed drawings or specifications provided by the Buyer and will be free from defects in materials and workmanship for a period of 12 months from the date of commissioning.
- 14.2. Subject to the conditions set out below the Seller warrants that the Services will correspond with their specification as stated in the quotation and any signed drawings or specifications provided by the Buyer and will be free from defects in materials and workmanship for a period of 12 months from the date the work is completed.
- 14.3. The above warranty is given by the Seller subject to the following conditions:
- 14.3.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
- 14.3.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), failure to commission or maintain the Goods properly, or misuse or alteration or repair of the Goods without the Seller's approval.
- 14.3.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- 14.3.4. the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 14.3.5. the Seller shall be under no liability in respect of any labour or remedial work charges where a faulty item has been returned to the Seller by the Buyer and a replacement item issued.
- 14.4. Subject as expressly provided in these Conditions, and except where the Goods are sold or Services provided to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.5. Where the Goods are sold or Services provided under a consumer transaction (as defined by the Consumer Rights Act 2015) the statutory rights of the Buyer are not affected by these Conditions.
- 14.6. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or the Provision of Services or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 14.7. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 14.8. Where any valid claim in respect the provision of a Service which is based on any defect in the quality of the workmanship the Seller shall be entitled to undertake further work free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Services (or a proportionate part of the Price), but the Seller shall have no further liability to the Buyer.
- 14.9. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, or the Provision of a Service and the entire liability of the Seller under or in connection with the Contract shall not exceed the Price of the Goods or the Price of the Service, except as expressly provided in these Conditions.

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14.10. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or the provision of the Service, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

- 14.10.1. Act of God, pandemic, explosion, adverse weather conditions, flood, tempest, fire or accident.
- 14.10.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition.
- 14.10.3. acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
- 14.10.4. import or export regulations or embargoes.
- 14.10.5. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party).
- 14.10.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery.
- 14.10.7. power failure or breakdown in machinery.

15 Insolvency of Buyer

- 15.10 Without affecting any other right or remedy available to it, the Seller may terminate the Contract with immediate effect if the Buyer;
- 15.1.1. Suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - 15.1.2. Commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Buyer;
 - 15.1.3. Applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 15.1.4. Has a petition filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up;
 - 15.1.5. Has an order made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;
 - 15.1.6. Has appointed an administrative receiver;
 - 15.1.7. Being an individual is made the subject of a bankruptcy petition, application or order;
 - 15.1.8. Has creditor or encumbrancer of it take possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of their assets and such attachment or process is not discharged within 7 days.
- 15.2. Should as a result of this clause, there be a novation or assignment of the Buyer to a third party the Seller is entitled to withhold further Goods and Services under the Contract until the Seller has received sufficient information concerning the change in the contractual party as the Buyer and any outstanding monies for Goods and Services have been paid for in full.

16. Health and Safety

- 16.1. The Seller warrants that all site operatives have up to date CSCS Skills Cards, Right to Work in the UK Permits, and are all fully trained to carry out the services provided the Seller maintains up to date CHAS, Constructionline and Safe Contractor Accreditation the Seller can provide Risk Assessment and Method Statements for work to be carried out upon request.
- 16.2. Should the Sellers engineer feel that, for any reason, the work to be carried out as per the Contract, poses a risk to himself, or that of others, which cannot be safely minimised to an acceptable level within the time allowed on site, he reserves the right to abort the visit on behalf of the Seller. Future visits will be arranged, taking into account any risks noted on the engineer's report. This may mean that in order for the Service to be carried out safely, two people or additional safety equipment are required, for which the additional costs will be liable to the Buyer.
- 16.3. The Buyer will ensure that safe access is readily available to all Goods installed by the Seller. If the Goods are installed in an area which is kept locked or requires special authorisation for access it is the Buyers responsibility to arrange access. If the Seller is unable to access Goods for maintenance for this reason, the Buyer accepts that the Goods will not be serviced and that a further visit will be required for which a charge will be rendered.

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17. **General**

- 17.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing. Any notice to be addressed to the Seller is to be so addressed to its registered office. Any notice as required to the Buyer shall be given to the address as stated on the Acknowledgement of Order.
- 17.2. This Contract constitutes the entire Contract between the Buyer and Seller and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.
- 17.3. The Buyer and Seller each acknowledge that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 17.4. The Buyer and Seller each agree that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 17.5. Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.
- 17.6. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.7. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 17.8. Unless it expressly states otherwise this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 17.9. The laws of England shall govern the Contract, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

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APPENDIX 1

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing a

COMMERCIAL SYSTEM AND COMMISSIONING.

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in the Main Terms the Conditions in this Appendix apply.

A1.1 The Price stated on the Contract shall be fixed for a period of 12 months from the date of the Contract.

(a) The Seller reserves the right to apply phased invoicing.

A1.2 (a) The Buyer is to take delivery of the below ground tank as specified in the Contract within 3 months from the date of the Contract.

(b) The Buyer is to take delivery of the single piece above ground tank or sectional tank as specified in the Contract within 14 weeks from the date of the Contract.

(c) The Buyer is to take delivery of all mechanical and electrical items as specified in the Contract, or if not specified all those as required for the Contract, within 6 months from the date of the Contract.

A1.3 Should the Buyer fail to take delivery of the below ground tank, single piece tank or the above ground sectional tank within the times specified above then where possible the Seller shall charge the Buyer storage fees. Fees will be dependent on the size of the tank and a per week charge calculated including VAT or part thereof per tank. The seller reserves the right to invoice for the full amount of the tank.

A1.4 Should the Buyer fail to take delivery of the mechanical and electrical items within the time specified above then the Seller shall charge the Buyer storage fees calculated at £50.00 plus VAT per week or part thereof. The seller reserves the right to invoice for the full amount of the mechanical and electrical items.

A1.5 Should the Buyer fail to take delivery of the below ground tank and / or the above ground sectional tank and/or all mechanical and electrical items within 12 months of the date of the Contract then the Seller may cancel the Contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in purchasing price

A1.6 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A1.7 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

In all cases a minimum of £250 will apply for administrative charges on cancellation.

Cancellation charges	Criteria
10%	Where an order has been processed through the accounts department and confirmation sent to client.
15%	Where the above has taken place working drawings produced and manuals have been produced and sent.
50%	Where the above has taken place working drawings produced and manuals have been produced and sent, in relation to a greywater recycling system.
25%	Where the above has taken place and approved drawings have been signed and sent back to the Seller and manufacture of the Goods has commenced (excluding greywater recycling systems).
50%	Where the above has taken place and Goods are manufactured, in stock and ready for delivery or deliveries have been arranged.
75%	Where the above has taken place and Goods have been delivered and then returned to the Seller. Subject to inspection of returned parts.

A1.8 Commissioning of the commercial system must be completed within 12 months of the order date otherwise specifically agreed in the contract terms. Should the Buyer fail to meet this period the Seller reserves the right to add an uplift of 15% of the total commissioning value to cover increases in costs.

A1.9 The warranty for the commercial system is only applicable once the system has been commissioned and signed off without any conditions.

A1.10 Cancellation of a scheduled visit for the commissioning or installation of Goods within 5 working days of date of visit will incur a further commissioning or installation charge.

A1.11 At all times all other Conditions apply to any Contract for a commercial system and commissioning.

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APPENDIX 2

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing.

MAINTENANCE SERVICES AND ONE OFF SITE VISIT

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in the Main Body the Conditions in this Appendix apply.

A2.1 The Price stated in the Contract shall be fixed for a period of 12 months from the date of the Contract.

A2.2 The date of and frequency of maintenance visits will be as follows:

- For Contracts providing for 1 maintenance visit the visit will take place within 12 months of the date of the Contract. Should the Buyer fail to meet this period the Seller reserves the right to cancel the contract and a cancellation fee will apply or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.
- For Contracts providing for 2 maintenance visits the first visit will take place on or around month 3 from the date of the Contract and the second visit on or around month 9 from the date of the Contract. Should the Buyer fail to meet this period the Seller reserves the right to cancel the contract and a cancellation fee will apply or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.
- For Contracts providing for 4 maintenance visits per annum the visits will take place on or around months 2, 5, 8 and 11 of the date of the Contract. Should the Buyer fail to meet this period the Seller reserves the right to cancel the contract and a cancellation fee will apply or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.

A2.3 Should the Seller be unable to perform maintenance services as a result of any failure by the Buyer then the Seller reserves the right to cancel the Contract. The Seller is then entitled to cancellation fees as set out below:

- In all cases where cancellation is due to failure by the buyer resulting in the seller being unable to perform maintenance services, cancellation fee 100% of contract value.

A2.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A2.5 Should the Buyer cancel the Contract the Seller is entitled to cancellation fees as set out in the Schedule below:

- Administrative Fee

A minimum cancellation charge of £250 will apply in all cases to cover administrative and processing costs.

- Single or First Visit Cancellation
- If cancellation is made more than 10 working days before a scheduled visit: 50% of that visit's fee is payable.
- If cancellation is made within 10 working days of a scheduled visit: 100% of that visit's fee is payable.
- Cancellation of Multi-Visit Contracts

Where the Contract includes two or more scheduled visits, and cancellation occurs after one or more visits have been completed, the following applies:

- If the Buyer cancels the remaining visits, a cancellation fee of 50% of the total value of all unbooked and uncompleted visits will be payable.
- Any scheduled (i.e. already booked) but uncompleted visits that are cancelled:
 - More than 10 working days before the visit: 50% of that visit's fee is payable.
 - Within 10 working days of the visit: 100% of that visit's fee is payable.

A2.6 At all times all other conditions apply to any contract for maintenance services.

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APPENDIX 3

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing any of the following:

REMEDIAL WORKS OR UPGRADES.

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in the Main Body the Conditions in this Appendix apply.

A3.1 The Price stated in the Contract shall be fixed for a period of 5 months from the date of the Contract.

A3.2 The Services in the Contract must be completed within 4 months of the date of the Contract.

A3.3 Should the Services not be completed within 5 months of the date of the Contract then the Seller may cancel the Contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.

A3.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A3.5 Should the Buyer cancel the Contract the Seller is entitled to cancellation fees as set out in the Schedule below:

A3.6 Should the Buyer cancels the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation.

Cancellation charges	Criteria
10%	Where an order has been processed through the accounts department and confirmation sent to client, working drawings produced and sent (where applicable).
25%	Where the above has taken place and approved drawings have been signed and sent back to the Seller and manufacture of the Goods has commenced.
50%	Where the above has taken place and Goods are manufactured, in stock and ready for delivery or works are scheduled up to 10 working days before the visit.
100%	Where the above has taken place and Goods are manufactured, in stock and ready for delivery or works are scheduled within 10 working days before the visit.

A3.7 At all times all other Conditions apply to any order for remedial works, upgrades and tank cleaning services.

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APPENDIX 4

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing a

SYSTEM ASSESSMENT OR SITE VISIT OR FEASIBILITY STUDY

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in Main Body the Conditions in this Appendix apply.

A4.1 The Price stated in the Contract shall be fixed for a period of 3 months from the date of the Contract.

A4.2 The Services in the Contract must be completed within 3 months of the date of the Contract.

A4.3 Should the Services not be completed within 3 months of the date of the Contract then the Seller may cancel the Contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs

A4.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A4.5 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation;
- Up to 10 working days before a scheduled visit, cancellation fee 50%
- In all cases cancellation within 10 working days of scheduled visit cancellation 100%

A4.6 At all times all other Conditions apply to any Contract for system assessment, site visit and feasibility study.

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APPENDIX 5

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of order that they are providing any of the following:-

TANK CLEAN

Where there is a discrepancy between the Conditions in this appendix and the Conditions in the main body then the Conditions in this appendix apply.

A5.1 The Price stated in the Contract shall be fixed for a period of 5 months from the date of the Contract.

A5.2 The Contract must be completed within 3 months of the date of the Contract.

A5.3 Should the Services not be completed within 3 months of the date of the Contract, then the Seller may cancel the contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs

A5.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A5.5 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation;
- Once booked and up to 14 working days before services are due to be carried out 50%
- Once booked and within 14 working days of services due to be carried out 100%

A5.6 At all times all other conditions apply to any Contract for a tank clean.

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APPENDIX 6

The terms and conditions in this Appendix form part of the conditions when the Seller states on the order Acknowledgement of Order that they are providing any of the following:-

ONE OFF SERVICE VISIT

Where there is a discrepancy between the Conditions in this appendix and the Conditions in the main body then the Conditions in this appendix apply.

A6.1 The Price stated in the Contract shall be fixed for a period of 5 months from the date of the Contract.

A6.2 The Contract must be completed within 4 months of the date of the Contract.

A6.3 Should the Services not be completed within 5 months of the date of the Contract, then the Seller may cancel the Contract or reserve the right to add an uplift of 10%.

A6.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A6.5 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation;
- Up to 10 working days before Services are due to be carried out 50%
- Within 10 working days of Services due to be carried out 100%

A6.6 At all times all other Conditions apply to any order or a one off site visit.

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Your Water Reuse Proposal

From Stormsaver

Project Information

Project Name	The Little Haven Gym and Nursery
Project Reference	1019263
Quote Reference	Q45389
Project Location	River Dr, South Shields

For the attention of	Tony Hills
Date of Proposal	02/03/2026
Collection Area	
Applications Served	

Thank you for considering Stormsaver for Water Reuse at the above site.



PROUD UK
MANUFACTURERS

Here to help

Meet Your Technical Sales Estimator

Tom Barker

> 01636 550316 | t.barker@stormsaver.com



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1. Rainwater is collected from roof area
2. Rainwater enters drainage through sealed gullies
3. Rainwater storage tank & encasement material
4. Integrated vortex filter
5. Inlet calmer
6. Overflow from rainwater storage tank with NRV
7. Submersible pump (optional standby)
8. Floating suction filter
9. 50mm Black & Green MDPE piped supply to building
10. Tank access chamber (bolt down covers)
11. Service connection chamber, electrical connections
12. Electrical service duct

13. Stormsaver Control Unit - COMBI
14. Incoming pumped rainwater supply
15. Mains cold water supply (top up)
16. COMBI overflow connection to drain
17. Local power supply
18. Optional BMS (by others)
19. Optional micron filtration
20. Optional UV disinfection unit
21. Boosted rainwater supply
22. Optional monitoring unit supplied with Rainwater & Mainswater meters
23. Points of use



Your Water Reuse Proposal Quote

Product Code	Quantity	Description
1/SVF/B/1.5-1.8	1.00	Integrated vortex filter, pre fitted inside main storage tank, to remove leaves and other debris prior to rainwater entering the main body of the tank.
1/SVF/VM100-150	1.00	Removable Filter Mesh to suit 100mm - 150mm drainage
5/UC/M/12X1.8	1.00	12,000L GRP Underground Storage Tank, Dimensions 5070mm length x 1800mm dia. (Requires concrete surround by civils contractor)
10/IC/150	1.00	150mm diameter inlet into storage tank with inlet diffuser.
10/OF/150	1.00	150mm diameter overflow from the underground storage tank.
10/BPF/160	1.00	150mm Non Return Valve. To prevent water backflowing through the overflow. Unit is supplied fitted in the tank overflow. This item is required to meet BS8515:2009.
10/TT/1X0.6X1.0	2.00	Inclusive turret, 1 section @ 600mm dia. x 1000mm length. GRP Construction
10/TC/PD/600	2.00	Inclusive 600 x 600mm pedestrian bolt down duty cover.
10/SD/100	1.00	2 x 100mm service ducts
32/1/COM/CIV	1.00	Project Administration - Production
11/2X3SDCS/F	1.00	2 x 3SCDS stainless steel submersible pump. Max Q 1.3l/s and Max H 2.2 bar. With fixed foot filter
15/XF225/2PCOMBI/VS5	1.00	Stormsaver Combi Unit provides a pressurised water supply with all the benefits of a non pressurised header tank system. Connects to dual submersible pumps in the main storage tank. The package combines 1 booster pump and regulation compliant mains water top up all in one self contained unit. Dimensions 1250 (H) x 1000mm (W) x 750mm (D) The unit also houses 225L back up storage, variable speed pump, automatic backwashing filtration, electrical processor control, system electrics, pressure set, control & sensors for a mains water top up which is compliant with the Water Supply (Water Fittings) Regulations 1999 (Optional BMS output). Please ensure that the mains water top up meets the demands of the outgoing water. Stormsaver cannot accept responsibility for this. Rainwater inlet 28mm. Mainswater inlet 35mm. Outlet 35mm. Booster Set - Max flow rate: 5.3 l/s @ 1.8bar. Max pressure:
23/WM/PO/35	1.00	Pulsed Output Water Meter 35mm dia
17/BMS145	1.00	Common alarm output connection to your BMS system. One alarm will be raised if any of the following errors occur: Zero flow, clean filter, Pump Overload. Also Mains water reading & Rainwater reading. With mains water relay

17/BMS12	1.00	BMS Signal for Solenoid valve failure
25/UV4/A	1.00	UV4A Disinfection rated at 1.03L/sec providing sterilised water free of bacteria and virus (requires maintenance). 22mm connection
32/1/COM/ME	1.00	Project Administration - Office
30/DEL/SS	1.00	Standard delivery of all equipment listed in the quotation (UK mainland). This is not FORS accredited, and this would incur an additional charge.
31/COM/B1	1.00	Commissioning visit: Includes 1 day on site time to commission system on completion of the installation by others - Blue area

Our Total Price

£ 23,864.10 (ex. vat)

Optional Item

Product Code	Quantity	Description	List Price

If there is anything not included within your quotation that you would like or require then please contact our sales team to discuss. We specialise in offering bespoke systems so there are lots of items we can include for you. Please note we cannot offer installation of the complete system.



Added Value Products



Monitoring Display

Stormsaver systems can be centrally monitored through an educational display. The display can include your branding & logo.



Auto Backwash Filtration

Reduce maintenance requirements for the end user by replacing traditional cotton wound filters with our automatic backwash system.



Installation

Remove the hassle of installation and eliminate the risk of costly aborted commissioning visits by taking advantage of our installation offering.

System Replacement Services

Before



After



The above systems were deemed beyond economical repair by the client. In all cases, the system had failed and left no water supply to points of use. Stormsaver were able to offer quick replacements and greater resilience through our market leading systems.

We maintain and replace all types of Water Reuse Systems

*Services outlined on this page are an additional charge unless included on the above quotation.



CONDITIONS OF SALE-MAIN TERMS.

Interpretation

In these Conditions:

- 1.1. **BUYER** means the legal entity who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.
- 1.2. **SELLER** means Stormsaver Ltd Hockerton Moor Enterprise Park, Winkburn Lane, Hockerton Newark Nottinghamshire NG22 8FL.
- 1.3. **GOODS** means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.
- 1.4. **SERVICES** means any works undertaken by the Seller for the Buyer which the Seller has agreed to undertake in accordance with these Conditions.
- 1.5. **CONDITIONS** means the standard terms and conditions of sale set out in this document and its appendices and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.6. **ACKNOWLEDGMENT OF ORDER** means the document sent by the Seller to the Buyer that concludes the Contract between the Seller and the Buyer.
- 1.7. **CONTRACT** means the contract for the purchase and sale of the Goods and/or the supply of Services concluded on the Seller sending to the Buyer an Acknowledgement of Order.
- 1.8. **WRITING** includes facsimile transmission and comparable means of communication but not email.
- 1.9. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.10. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

- 2.1. The Seller shall sell, and the Buyer shall purchase the Goods, and the Seller shall provide, and the Buyer shall receive the Services in accordance with these Conditions. All Contracts are entered into on these Conditions. These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer. No Contract is formed until the Seller sends to the Buyer an Acknowledgment of Order.
- 2.2. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the installation, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, instruction, manual or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specifications

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller and a Contract formed unless and until the Seller sends to the Buyer an Acknowledgment of Order.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order and for any other documents submitted to the Seller to include signed and approved drawings and technical specifications as required. For the avoidance of doubt the Seller shall not and does not undertake any design work or accept any design responsibility in respect of the Goods or in connection with any matters associated with the Goods or their installation or operation.
- 3.3. Time for performance of the Contract starts upon receipt of signed approved drawings and technical specifications as required.

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- 3.4. Any efficiency charts or water saving calculations are estimates only and cannot be guaranteed and the Seller accepts no responsibility for any variants in the estimates to the actual savings achieved. Factors such as rainfall rates, evaporation, filter blinding, debris in system are all variable and out of the Sellers control and will affect the amounts of rainfall which can be stored and re-used. The Seller is not contractually bound to achieve specific financial savings as estimated within our quotation.
- 3.5. The installation manual provided by the Seller to the Buyer is not site specific and contains general instructions and specifications. It is the responsibility of the Buyer to fully read the manual and check the instructions and specifications against their own specifications to assess their suitability. It is the ultimate responsibility of the Buyer to carry out the installation to the requirements set out in the manual in line with the requirements of the contract specification where site conditions may have an impact on the installation. The Seller takes no responsibility for any costs, losses, liability for damage which occurs to the goods as a result of incorrect installation or unsuitability of the product for the site conditions.
- 3.6. The Seller cannot guarantee the water quality provided by the Goods. A variety of contaminants may enter the system including but limited to natural debris, sediment, bacterial elements, material elements, building materials and these are out of the control of the Seller. The system is not suitable for connection to any surface water drainage systems as this may enable contaminants to enter the system which the Seller cannot allow for. The Buyer warrants that connections to the system will be made in accordance with the installation manual provided by the Seller. The Seller shall not be held responsible for poor water quality as a result of, but not limited to any of these contaminants, or for poor water quality as a result of any installation and pre-commissioning works carried out by the Buyer. Responsibility for a continued high standard of water quality post commissioning is that of the end user and can be achieved by carrying out maintenance on the Goods as per the operation and maintenance manual supplied by the Seller. Water quality may also be affected by lack of maintenance of the goods and environment in and around the building and it is the responsibility of the end user to ensure these are maintained to a high standard.
- 3.7. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyers specification.
- 3.8. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
4. Cancellation of an Order
- 4.1. No Contract may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss, (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 4.2. The charge the Buyer shall pay to the Seller if the Buyer cancels the Contract shall be determined by reference to the contract value and the date upon which the Buyer cancels the Contract against the date that the Seller was to perform the Contract.
- 4.3. The Seller refers to the cancellation provisions in the appendices attached.
- 4.4. The Buyer agrees that these charges are a genuine pre-estimate of the loss of profit that is likely to be suffered by the Seller in the event of a cancellation and are not a penalty.
- 4.5. The Seller may cancel the Contract should the Buyer fail to: -
- 4.5.1. Take delivery of goods in accordance with the Contract.
 - 4.5.2. Allow access for the performance of the Services.
 - 4.5.3. Cancel dates provided for the provision of Services.
 - 4.5.4. Fail to pay the price for the Goods or Services in accordance with the terms for payment.
 - 4.5.5. And upon the Insolvency of the Buyer.

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5. Price of the Goods and Services

- 5.1. The price of the Goods and Services shall be the Seller's price as stated on their quotation. ("Price").
- 5.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery or the performance of Services, to increase the Price to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), delays to delivery and where a price increase has been applied between the date of quotation and the date of the delivery. In the meantime, should the Buyer make any change in the specifications for the Goods or Services then the Contract shall be deemed cancelled and the Seller and Buyer are required to enter into a new Contract following a quotation, order and Acknowledgement of Order.
- 5.3. Except as stated in the Contract all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 5.4. The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

6. Terms of payment

- 6.1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer the Price due under the Contract and any further charges the Buyer is liable to pay.
- 6.2. Unless agreed credit facilities are in place, payment of the invoice shall be on a proforma basis:-
- 6.2.1. First payment; on a proforma basis unless otherwise agreed in writing. This payment will be deducted from the final invoice.
 - 6.2.2. Second payment (applicable if the Goods are to be delivered in instalments) to the value of the Goods delivered.
 - 6.2.3. Final payment: the balance of any sum due to the Seller on completion of the delivery of any remaining Goods, less any deposit paid.
 - 6.2.4. All outstanding monies for Goods provided must be paid in full prior to commissioning being carried out, regardless of agreed credit terms in place.
 - 6.2.5. All invoices for Services are payable in full within 30 days of the date of the invoice.
- 6.3. Save for the payment referred to above, (which shall be payable forthwith), the Buyer shall pay the Seller's invoice (without deduction) within 30 days of the date of the invoice. Any discrepancies on the invoice must be notified to the Seller, in writing, within 7 days of the date of the invoice. Delays in payment due to discrepancies of which the Seller has not been notified are not acceptable and payments will be made as per the agreed terms from the original invoice date.
- 6.4. The time of payment of the invoice shall be of the essence of the Contract. The Seller reserves the right to withhold delivery of Goods or Services and / or the issue of reports and documentation until payment of all outstanding invoices are settled, even if these are within terms.
- 6.5. Receipts for payment will be issued only upon request.
- 6.6. Payments by cash or cheque cannot be accepted. All payments should be made by electronic transfer directly to the Seller's bank account.

7. Consequences of Failure to Pay

- 7.1. If the Buyer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 7.1.1. Cancel the contract or suspend any further deliveries of Goods or Services to the Buyer.
 - 7.1.2. Appropriate any payment made by the Buyer to such of the Goods or Services (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 7.1.3. Charge the Buyer interest (both before and after any judgment) on the unpaid amount at the rate of 6 per cent per annum above HSBC Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
 - 7.1.4. Be indemnified in full for any legal costs incurred both pre-action and as a consequence of any Court action for the recovery of monies owed or to recover Goods supplied.
 - 7.1.5. Revoke all credit facilities previously agreed on any Contract in writing and charge the Buyer on a proforma basis until a stable trading pattern can be guaranteed.

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7.1.6. To recover Goods in accordance with clause 9 and 13 of these conditions.

7.1.7. To recover the costs from the Buyer incurred in exercising their right to recover Goods.

7.1.8. The Seller is not responsible for any loss or damage suffered by the Seller or any third party as a consequence of their exercising their right under clause 9 and 13 of these conditions.

8. Commissioning of the Goods

8.1. If the Seller agrees with the Buyer to commission the Goods after their installation by or on behalf of the Buyer, the Seller may (at its sole discretion) make a charge for doing so which charge may either be included in the price of the Goods or may be invoiced separately.

8.2. Commissioning of the Goods must be completed within 6 months of the date of installation of the Goods.

8.3. All outstanding monies for any Goods or Services supplied to the Buyer shall be payable prior to the commissioning being carried out, regardless of credit facilities being agreed.

8.4. In order for the Seller to commission the Goods, the Buyer shall ensure that they have been competently installed and in accordance with any instructions / manuals / drawings given by the Seller, and that the place of installation is reasonably clean, properly lit and reasonably accessible and safe so as to enable the Seller to undertake the commissioning within a reasonable time.

8.5. If it is not possible for the Seller to commission the Goods within a reasonable time or at all the Seller reserves the right to make a charge in respect of any attempt to do so whether or not the Goods have been commissioned either in part or at all.

8.6. The Seller accepts that if the Goods are not installed in accordance with the manual provided by the Seller and the commissioning is aborted, that a re-visit will be chargeable. No commissioning certificate will be issued until the Seller is confident that the installation is fully correct and complete.

8.7. Commissioning dates are booked up in advance. Lead times can vary but at least 4 weeks' notice is required to book a commissioning. Cancellations within 5 working days of the date of commissioning will be chargeable and a recommissioning fee will be chargeable.

9. Delivery of Goods

9.1. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

9.2. Goods may be delivered on a variety of vehicle types, and the Seller cannot guarantee what type of vehicle the Goods will arrive on but, without placing any legal obligation on the Seller, the Seller will attempt to notify the Buyer as to the type of vehicle being used for delivery of the Goods in advance. Vehicles do not come with offloading equipment unless otherwise stated in the quotation. The Seller is not responsible for offloading any Goods from the delivery vehicle or setting them in place. This is the responsibility of the Buyer.

9.3. The Seller cannot guarantee a timed delivery slot and will not be held responsible for any costs incurred by the Buyer relating to delivery including but not limited to equipment hire, materials or labour.

9.4. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

9.5. All Contracts allow for 1 hour standing time by the delivery driver and the Seller reserves the right to abort the delivery after 1 hour and / or charge for additional waiting time over and above that included, for any reason including but not limited to site delays or offloading equipment not being ready for the delivery.

9.6. Where the Buyer cancels the delivery of the Goods, but the Goods are already in transit, the Buyer will be liable for the costs of delivery, storage and re-delivery (including insurance) until actual delivery on an alternative date. The Seller will not be responsible for any site delays or associated costs which may result in an additional lead time for an alternative delivery date.

9.7. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

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- 9.7.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 9.7.2. charge the Buyer for delivery of the Goods to a storage facility, and redelivery of the Goods on an alternative date; or
- 9.7.3. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price.
- 9.8. Where there has been an aborted delivery the Seller shall not be responsible for any additional costs including but not limited to delays on site due to additional lead times for re-delivery, equipment hire, cost of materials, such as concrete, labour and any associated works.
- 9.9. The Buyer must notify the Seller at least 3 working days prior to the delivery date of any specific requirements for identity or site inductions which may add to or delay the delivery times. The Seller cannot be held responsible for any delays to the delivery relating to identity requirements or inductions where notification has not been supplied to the Seller in writing, or at late notice.
10. Delivery of Services
- 10.1. Any dates quoted for the provision of Services are approximate only and the Seller shall not be liable for any delay in providing the Services however caused. Time for delivery of Services shall not be of the essence of the Contract unless previously agreed in Writing.
- 10.2. If the Seller fails to perform the Services for any reason, other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Services to replace those not provided.
- 10.3. The Buyer must notify the Seller at least 14 working days prior to the date for the provision of the Services of any specific requirements for identity or site inductions which may add to, or delay time taken for the Service to be performed. The Seller cannot be held responsible for any delays relating to identity requirements or inductions where notification has not been supplied to the Seller in writing, or at late notice.
- 10.4. Should the Buyer cancel the Services then the Seller may make a charge to the Buyer. Such charge will be dependent upon the nature of the service to be provided and the date of cancellation in relation to the date of the scheduled visit to provide the service.
11. Provision of Services - Maintenance Agreements
- 11.1. Where the Buyer has purchased a Maintenance Agreement from the Seller, maintenance visits will be carried out in accordance with the frequency set out in the appendices.
- 11.2. Any dates provided for Services are approximate only until confirmed in writing by the Seller, however the Seller shall not be liable for any delay in delivery of the Services however caused. Time for delivery of Services shall not be of the essence of the Contract unless previously agreed by the Seller in Writing.
- 11.3. It is the responsibility of the Buyer to provide parking arrangements for the Seller's engineers and to ensure that there is safe access to all areas of the site where the equipment to be serviced / assessed is installed. This includes, but is not limited to access for vehicles, personnel or equipment required. Should safe access not be available the Seller accepts no responsibility for this, or the inability to carry out the terms of the Service visit in full. The Buyer will be charged for an additional visit to carry out the Service in full and any subsequently failure of equipment, or misspecification of replacement equipment will not be the responsibility of the Seller and liability for this will remain with the Buyer.
- 11.4. The Seller will carry out inspections and services only on equipment as specified by the Buyer and detailed in the quotation. If the Seller is not made aware of any equipment which should be serviced or assessed in order for the complete system to be operational, this may result in the non-operation of the system, for which the Buyer will be liable for all costs associated with.
- 11.5. The Buyer understands that all service work carried out by the Seller carries a risk and that they are responsible for ensuring that the areas are made safe to work. Should the Seller's engineers identify a risk which prevents them from carrying out the service work safely, this will be raised with the Buyer and if it cannot be resolved, the engineer reserves the right, on behalf of the Seller to refuse to carry out the work. In this case, liability for the costs of the visit will remain with the Buyer and will be chargeable in full.
- 11.6. The Seller cannot guarantee a timed visit slot and will not be held responsible for any costs incurred by the Buyer relating to the visit including but not limited to equipment hire, materials or labour.
- 11.7. Where the Services are to be delivered in instalments, each Service shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Contract or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

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- 11.8. The Seller will provide all tools required to carry out the maintenance work as ordered.
- 11.9. The Buyer will provide utilities such as access to electric and water
- 11.10. If the maintenance visit is unable to be carried out in full due to the fault of the Buyer, then the full fee for the visit will still be chargeable.
12. Provision of Services - Tank Cleaning Services
- 12.1. The Buyer may place an order with the Seller to carry out tank cleaning services on site.
- 12.2. Where the Buyer has purchased a tank clean from the Seller, the visit will be carried out as soon as is practically possible by the Seller, dependent upon existing schedules of the Seller's engineering team and planning visits to minimise travel by the engineers in accordance with the Seller's sustainability policy.
- 12.3. The Seller is responsible for ensuring the area immediately surrounding the access to the tank is made safe for anyone passing by. The Buyer is responsible for ensuring that the general area is safe for any persons on site and for the Seller's engineers working on site.
- 12.4. The Seller will provide all tools and plant required to carry out the maintenance work as ordered.
- 12.5. The Buyer will provide utilities such as access to electric and water, ensure a suitable drain point is close to the tank and can be easily accessed. Ensure there is suitable access to the tank so that work can be carried out.
- 12.6. Where a tank clean has been suggested by the Seller at a previous visit, due to observations of the water quality, the Buyer accepts that a full inspection of the levels of sediment and debris within the tank cannot be carried out at this point. Excess sediment in the tank may require additional services in order for the tank clean to be carried out. Should a jetter or gully sucker be required, the Buyer accepts that this will be an additional cost, as well as the cost of the aborted tank clean and additional tank clean to complete the work.
13. Risk and property
- 13.1. Risk of damage to or loss of the Goods shall pass to the Buyer:
- 13.1.1. In cases of Goods delivered by the Seller to the Buyer immediately upon delivery.
- 13.1.2. In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 13.1.3. For the avoidance of doubt, in the case of Goods to be delivered otherwise than at the Seller's premises, risk of damage or loss of the Goods shall pass to the Buyer before the Goods are offloaded from any means by which they have been transported.
- 13.2. Where there has been damage to the Goods in transit, the Seller shall not be responsible for any additional costs including but not limited to delays on site due to additional lead times for re-delivery, equipment hire, cost of materials, such as concrete, labour and any associated works.
- 13.3. It is the Buyer's responsibility to provide safe and appropriate offloading equipment to remove the Goods from the delivery vehicle and should allow for the length and weight of the Goods and support the load fully. It is the Buyer's responsibility to carry out a site-specific risk assessment, including but not limited to the provision of a banksman and qualified workforce to remove and supervise offloading of the Goods from the delivery vehicle.
- 13.4. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Goods shall not pass to the Buyer until the Seller has received payment in full of the Price of the Goods and all other charges for which payment is then due.
- 13.5. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
- 13.6. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 13.7. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

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14. Warranties and Liability

- 14.1. Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification as stated in the quotation and any signed drawings or specifications provided by the Buyer and will be free from defects in materials and workmanship for a period of 12 months from the date of commissioning.
- 14.2. Subject to the conditions set out below the Seller warrants that the Services will correspond with their specification as stated in the quotation and any signed drawings or specifications provided by the Buyer and will be free from defects in materials and workmanship for a period of 12 months from the date the work is completed.
- 14.3. The above warranty is given by the Seller subject to the following conditions:
- 14.3.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
- 14.3.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), failure to commission or maintain the Goods properly, or misuse or alteration or repair of the Goods without the Seller's approval.
- 14.3.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- 14.3.4. the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 14.3.5. the Seller shall be under no liability in respect of any labour or remedial work charges where a faulty item has been returned to the Seller by the Buyer and a replacement item issued.
- 14.4. Subject as expressly provided in these Conditions, and except where the Goods are sold or Services provided to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.5. Where the Goods are sold or Services provided under a consumer transaction (as defined by the Consumer Rights Act 2015) the statutory rights of the Buyer are not affected by these Conditions.
- 14.6. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or the Provision of Services or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 14.7. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 14.8. Where any valid claim in respect the provision of a Service which is based on any defect in the quality of the workmanship the Seller shall be entitled to undertake further work free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Services (or a proportionate part of the Price), but the Seller shall have no further liability to the Buyer.
- 14.9. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, or the Provision of a Service and the entire liability of the Seller under or in connection with the Contract shall not exceed the Price of the Goods or the Price of the Service, except as expressly provided in these Conditions.

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- 14.10. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or the provision of the Service, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 14.10.1. Act of God, pandemic, explosion, adverse weather conditions, flood, tempest, fire or accident.
 - 14.10.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition.
 - 14.10.3. acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
 - 14.10.4. import or export regulations or embargoes.
 - 14.10.5. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party).
 - 14.10.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery.
 - 14.10.7. power failure or breakdown in machinery.
15. Insolvency of Buyer
- 15.10 Without affecting any other right or remedy available to it, the Seller may terminate the Contract with immediate effect if the Buyer;
- 15.1.1. Suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - 15.1.2. Commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Buyer;
 - 15.1.3. Applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 15.1.4. Has a petition filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up;
 - 15.1.5. Has an order made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;
 - 15.1.6. Has appointed an administrative receiver;
 - 15.1.7. Being an individual is made the subject of a bankruptcy petition, application or order;
 - 15.1.8. Has creditor or encumbrancer of it take possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of their assets and such attachment or process is not discharged within 7 days.
- 15.2. Should as a result of this clause, there be a novation or assignment of the Buyer to a third party the Seller is entitled to withhold further Goods and Services under the Contract until the Seller has received sufficient information concerning the change in the contractual party as the Buyer and any outstanding monies for Goods and Services have been paid for in full.
16. Health and Safety
- 16.1. The Seller warrants that all site operatives have up to date CSCS Skills Cards, Right to Work in the UK Permits, and are all fully trained to carry out the services provided the Seller maintains up to date CHAS, Constructionline and Safe Contractor Accreditation the Seller can provide Risk Assessment and Method Statements for work to be carried out upon request.
- 16.2. Should the Sellers engineer feel that, for any reason, the work to be carried out as per the Contract, poses a risk to himself, or that of others, which cannot be safely minimised to an acceptable level within the time allowed on site, he reserves the right to abort the visit on behalf of the Seller. Future visits will be arranged, taking into account any risks noted on the engineer's report. This may mean that in order for the Service to be carried out safely, two people or additional safety equipment are required, for which the additional costs will be liable to the Buyer.
- 16.3. The Buyer will ensure that safe access is readily available to all Goods installed by the Seller. If the Goods are installed in an area which is kept locked or requires special authorisation for access it is the Buyers responsibility to arrange access. If the Seller is unable to access Goods for maintenance for this reason, the Buyer accepts that the Goods will not be serviced and that a further visit will be required for which a charge will be rendered.





17. **General**

- 17.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing. Any notice to be addressed to the Seller is to be so addressed to its registered office. Any notice as required to the Buyer shall be given to the address as stated on the Acknowledgement of Order.
- 17.2. This Contract constitutes the entire Contract between the Buyer and Seller and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.
- 17.3. The Buyer and Seller each acknowledge that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 17.4. The Buyer and Seller each agree that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 17.5. Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.
- 17.6. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.7. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 17.8. Unless it expressly states otherwise this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 17.9. The laws of England shall govern the Contract, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

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APPENDIX 1

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing a

COMMERCIAL SYSTEM AND COMMISSIONING.

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in the Main Terms the Conditions in this Appendix apply.

A1.1 The Price stated on the Contract shall be fixed for a period of 12 months from the date of the Contract.

(a) The Seller reserves the right to apply phased invoicing.

A1.2 (a) The Buyer is to take delivery of the below ground tank as specified in the Contract within 3 months from the date of the Contract.

(b) The Buyer is to take delivery of the single piece above ground tank or sectional tank as specified in the Contract within 14 weeks from the date of the Contract.

(c) The Buyer is to take delivery of all mechanical and electrical items as specified in the Contract, or if not specified all those as required for the Contract, within 6 months from the date of the Contract.

A1.3 Should the Buyer fail to take delivery of the below ground tank, single piece tank or the above ground sectional tank within the times specified above then where possible the Seller shall charge the Buyer storage fees. Fees will be dependent on the size of the tank and a per week charge calculated including VAT or part thereof per tank. The seller reserves the right to invoice for the full amount of the tank.

A1.4 Should the Buyer fail to take delivery of the mechanical and electrical items within the time specified above then the Seller shall charge the Buyer storage fees calculated at £50.00 plus VAT per week or part thereof. The seller reserves the right to invoice for the full amount of the mechanical and electrical items.

A1.5 Should the Buyer fail to take delivery of the below ground tank and / or the above ground sectional tank and/or all mechanical and electrical items within 12 months of the date of the Contract then the Seller may cancel the Contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in purchasing price

A1.6 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A1.7 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

· In all cases a minimum of £250 will apply for administrative charges on cancellation.

Cancellation charges	Criteria
10%	Where an order has been processed through the accounts department and confirmation sent to client.
15%	Where the above has taken place working drawings produced and manuals have been produced and sent.
50%	Where the above has taken place working drawings produced and manuals have been produced and sent, in relation to a greywater recycling system.
25%	Where the above has taken place and approved drawings have been signed and sent back to the Seller and manufacture of the Goods has commenced (excluding greywater recycling systems).
50%	Where the above has taken place and Goods are manufactured, in stock and ready for delivery or deliveries have been arranged.
75%	Where the above has taken place and Goods have been delivered and then returned to the Seller. Subject to inspection of returned parts.

A1.8 Commissioning of the commercial system must be completed within 12 months of the order date otherwise specifically agreed in the contract terms. Should the Buyer fail to meet this period the Seller reserves the right to add an uplift of 15% of the total commissioning value to cover increases in costs.

A1.9 The warranty for the commercial system is only applicable once the system has been commissioned and signed off without any conditions.

A1.10 Cancellation of a scheduled visit for the commissioning or installation of Goods within 5 working days of date of visit will incur a further commissioning or installation charge.

A1.11 At all times all other Conditions apply to any Contract for a commercial system and commissioning.

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APPENDIX 2

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing.

MAINTENANCE SERVICES AND ONE OFF SITE VISIT

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in the Main Body the Conditions in this Appendix apply.

A2.1 The Price stated in the Contract shall be fixed for a period of 12 months from the date of the Contract.

A2.2 The date of and frequency of maintenance visits will be as follows:

- For Contracts providing for 1 maintenance visit the visit will take place within 12 months of the date of the Contract. Should the Buyer fail to meet this period the Seller reserves the right to cancel the contract and a cancellation fee will apply or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.
- For Contracts providing for 2 maintenance visits the first visit will take place on or around month 3 from the date of the Contract and the second visit on or around month 9 from the date of the Contract. Should the Buyer fail to meet this period the Seller reserves the right to cancel the contract and a cancellation fee will apply or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.
- For Contracts providing for 4 maintenance visits per annum the visits will take place on or around months 2, 5, 8 and 11 of the date of the Contract. Should the Buyer fail to meet this period the Seller reserves the right to cancel the contract and a cancellation fee will apply or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.

A2.3 Should the Seller be unable to perform maintenance services as a result of any failure by the Buyer then the Seller reserves the right to cancel the Contract. The Seller is then entitled to cancellation fees as set out below:

- In all cases where cancellation is due to failure by the buyer resulting in the seller being unable to perform maintenance services, cancellation fee 100% of contract value.

A2.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A2.5 Should the Buyer cancel the Contract the Seller is entitled to cancellation fees as set out in the Schedule below:

- Administrative Fee

A minimum cancellation charge of £250 will apply in all cases to cover administrative and processing costs.

- Single or First Visit Cancellation
- If cancellation is made more than 10 working days before a scheduled visit: 50% of that visit's fee is payable.
- If cancellation is made within 10 working days of a scheduled visit: 100% of that visit's fee is payable.
- Cancellation of Multi-Visit Contracts

Where the Contract includes two or more scheduled visits, and cancellation occurs after one or more visits have been completed, the following applies:

- If the Buyer cancels the remaining visits, a cancellation fee of 50% of the total value of all unbooked and uncompleted visits will be payable.
- Any scheduled (i.e. already booked) but uncompleted visits that are cancelled:
 - o More than 10 working days before the visit: 50% of that visit's fee is payable.
 - o Within 10 working days of the visit: 100% of that visit's fee is payable.

A2.6 At all times all other conditions apply to any contract for maintenance services.

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APPENDIX 3

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing any of the following:

REMEDIAL WORKS OR UPGRADES.

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in the Main Body the Conditions in this Appendix apply.

A3.1 The Price stated in the Contract shall be fixed for a period of 5 months from the date of the Contract.

A3.2 The Services in the Contract must be completed within 4 months of the date of the Contract.

A3.3 Should the Services not be completed within 5 months of the date of the Contract then the Seller may cancel the Contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs.

A3.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A3.5 Should the Buyer cancel the Contract the Seller is entitled to cancellation fees as set out in the Schedule below:

A3.6 Should the Buyer cancels the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation.

Cancellation charges	Criteria
10%	Where an order has been processed through the accounts department and confirmation sent to client, working drawings produced and sent (where applicable).
25%	Where the above has taken place and approved drawings have been signed and sent back to the Seller and manufacture of the Goods has commenced.
50%	Where the above has taken place and Goods are manufactured, in stock and ready for delivery or works are scheduled up to 10 working days before the visit.
100%	Where the above has taken place and Goods are manufactured, in stock and ready for delivery or works are scheduled within 10 working days before the visit.

A3.7 At all times all other Conditions apply to any order for remedial works, upgrades and tank cleaning services.

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APPENDIX 4

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of Order that they are providing a

SYSTEM ASSESSMENT OR SITE VISIT OR FEASIBILITY STUDY

Where there is a discrepancy between the Conditions in this Appendix and the Conditions in Main Body the Conditions in this Appendix apply.

A4.1 The Price stated in the Contract shall be fixed for a period of 3 months from the date of the Contract.

A4.2 The Services in the Contract must be completed within 3 months of the date of the Contract.

A4.3 Should the Services not be completed within 3 months of the date of the Contract then the Seller may cancel the Contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs

A4.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A4.5 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation;
- Up to 10 working days before a scheduled visit, cancellation fee 50%
- In all cases cancellation within 10 working days of scheduled visit cancellation 100%

A4.6 At all times all other Conditions apply to any Contract for system assessment, site visit and feasibility study.

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APPENDIX 5

The terms and conditions in this Appendix form part of the Conditions when the Seller states on the Acknowledgement of order that they are providing any of the following:-

TANK CLEAN

Where there is a discrepancy between the Conditions in this appendix and the Conditions in the main body then the Conditions in this appendix apply.

A5.1 The Price stated in the Contract shall be fixed for a period of 5 months from the date of the Contract.

A5.2 The Contract must be completed within 3 months of the date of the Contract.

A5.3 Should the Services not be completed within 3 months of the date of the Contract, then the Seller may cancel the contract or reserve the right to add an uplift of 10% of the total contract value to cover increases in costs

A5.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A5.5 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation;
- Once booked and up to 14 working days before services are due to be carried out 50%
- Once booked and within 14 working days of services due to be carried out 100%

A5.6 At all times all other conditions apply to any Contract for a tank clean.

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APPENDIX 6

The terms and conditions in this Appendix form part of the conditions when the Seller states on the order Acknowledgement of Order that they are providing any of the following:-

ONE OFF SERVICE VISIT

Where there is a discrepancy between the Conditions in this appendix and the Conditions in the main body then the Conditions in this appendix apply.

A6.1 The Price stated in the Contract shall be fixed for a period of 5 months from the date of the Contract.

A6.2 The Contract must be completed within 4 months of the date of the Contract.

A6.3 Should the Services not be completed within 5 months of the date of the Contract, then the Seller may cancel the Contract or reserve the right to add an uplift of 10%.

A6.4 Should the Seller cancel the Contract then the Seller shall seek to rely upon its rights as set out in the Main Terms.

A6.5 Should the Buyer cancel the Contract the Buyer is liable for the following cancellation charges:

- In all cases a minimum of £250 will apply for administrative charges on cancellation;
- Up to 10 working days before Services are due to be carried out 50%
- Within 10 working days of Services due to be carried out 100%

A6.6 At all times all other Conditions apply to any order or a one off site visit.

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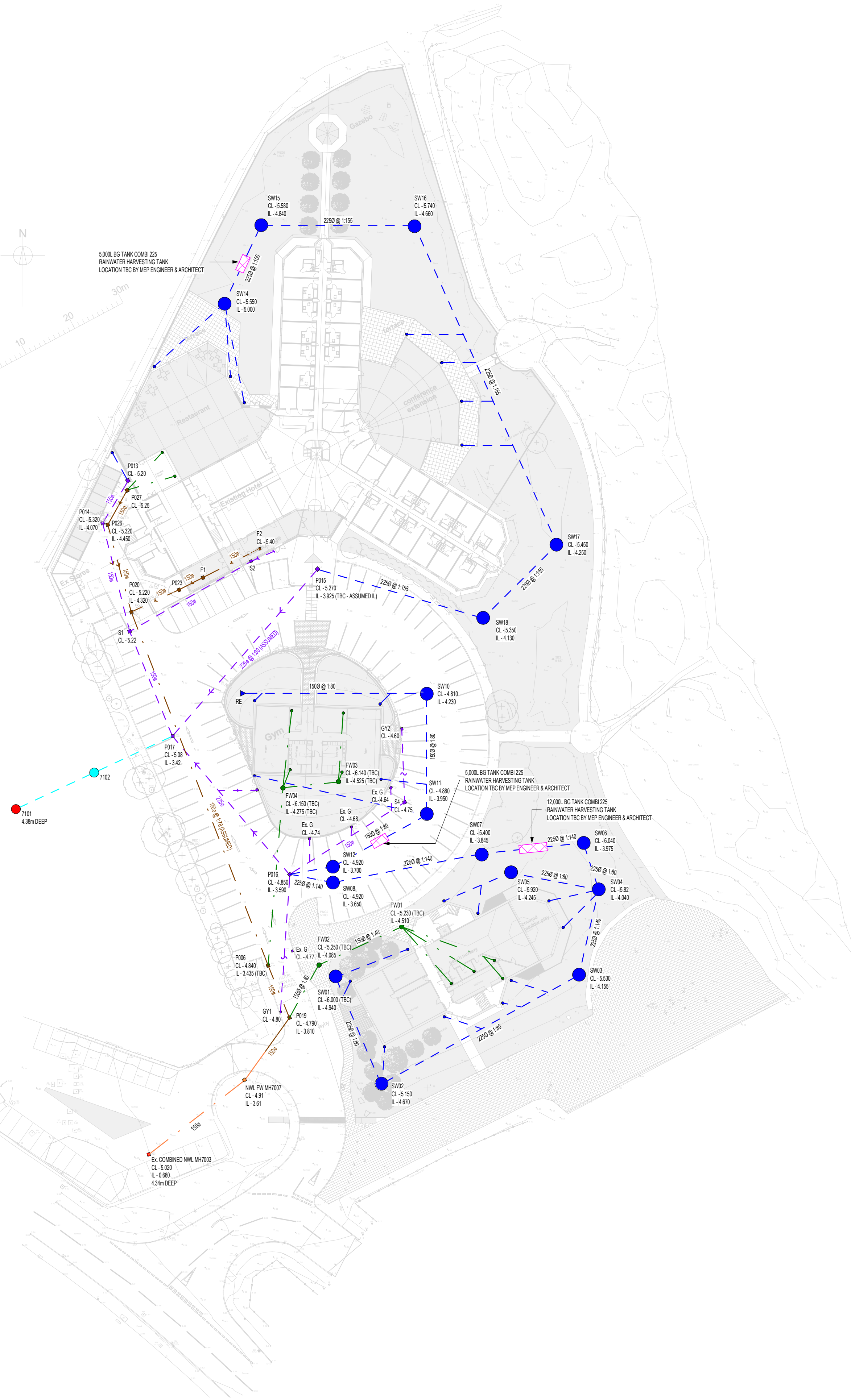
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1.4 LHH-SHD-ZZ-ZZ-D-C-0100 – Proposed Drainage Layout



KEY

- SURFACE WATER DRAINAGE
- RWP
- RODDING EYE
- EXISTING SURFACE WATER DRAINAGE
- FOUL WATER DRAINAGE
- FOUL POP-UP
- EXISTING FOUL WATER DRAINAGE
- NWL FOUL WATER SEWER
- NWL SURFACE WATER SEWER
- NWL COMBINED SEWER

1. DO NOT SCALE FROM THIS DRAWING.
2. ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE STATED.
3. ALL LEVELS ARE IN METRES ABOVE ORDNANCE DATUM UNLESS OTHERWISE NOTED.
4. DRAWING TO BE READ IN CONJUNCTION WITH THE BELOW GROUND DRAINAGE SPECIFICATION AND DRAWINGS
5. ALL UNDERGROUND DRAINAGE TO BE VITRIFIED CLAY TO BS EN 285 AND BS EN 65 AND CONCRETE TO BS EN 5911. PLASTICS TO BS EN 1916 AND PVC-U TO BS 4660 AND BS EN 1401-1. STRUCTURED WALL THERMOPLASTIC TO WIS 4-35-01 ARE ONLY TO BE UTILISED FOLLOWING CONFIRMATION OF SUITABLE GROUND CONDITIONS BY WAY OF SITE INVESTIGATION. CONFIRMATION OF SITE SUITABILITY TO BE SOUGHT FROM ENGINEER.
6. ALL BELOW-SLAB DRAINAGE TO HAVE CLASS Y CONCRETE SURROUND WHERE TOP OF PIPE IS WITHIN 300mm OF UNDERSIDE OF SLAB, CLASS W GRANULAR SUPPORT WHERE THE TOP OF THE PIPE IS GREATER THAN 300mm FROM UNDERSIDE OF SLAB. SPECIAL PROTECTION IS REQUIRED WHERE PIPELINES ARE WITHIN 1m OF FOUNDATIONS.
7. POINT OF COLLECTION FOR SURFACE WATER DRAINAGE ELEMENTS TO BE: SILT BOX FOR SLOT DRAIN, SUMP FOR CHANNEL DRAIN.
8. THE CONTRACTOR IS TO TAKE MEASURES TO ENSURE THAT THE NEW AND EXISTING DRAINAGE SYSTEM IS ADEQUATELY PROTECTED FROM DAMAGE DURING THE CONSTRUCTION PERIOD.
9. ALL PROPRIETARY DRAINAGE COMPONENTS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
10. ALL PRIVATE DRAINAGE WITHIN THE SITE IS TO COMPLY WITH THE REQUIREMENTS OF BS EN 752:2008 AND BUILDING REGULATIONS APPROVED DOCUMENT H.
11. ALL MANHOLE COVERS IN BLOCK PAVED AREAS TO BE RECESSED STEEL TO ACCEPT PAVIORS TO MATCH LOCAL SURFACE FINISHES AS SPECIFIED BY THE ARCHITECT / LANDSCAPE ARCHITECT.
12. ALL INTERNAL MANHOLES TO BE STEEL RECESSED COVERS AND BE INFILLED TO MATCH LOCAL FLOOR FINISHES. COVERS TO BE DOUBLE SEALED AND LOCKING.
13. ALL SANITARY FITTINGS SHALL BE AS SPECIFIED BY THE ARCHITECT / ABOVE GROUND DRAINAGE ENGINEER.
14. ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE USED AS GUIDE LINES AND CHECKED AT SITE BEFORE COMMENCING THE WORK.
15. ALL DETAIL ABOVE SLAB LEVEL ARE THE RESPONSIBILITY OF OTHERS.
16. DRAINAGE BELOW SLAB MAY REQUIRE TO BE SUSPENDED/TIED TO/FROM THE SLAB DEPENDING UPON THE STRUCTURAL DESIGN. ANY DRAINAGE THAT PASSES THROUGH FOUNDATIONS TO BE SUITABLY SLEEVED/PROTECTED. ROCKER PIPES TO BE PROVIDED EITHER SIDE OF FOUNDATIONS AND MANHOLES.
17. THE LOCATIONS AND DIMENSIONS OF ALL EXISTING DRAINAGE LIKELY TO BE AFFECTED BY PROPOSALS ARE TO BE CONFIRMED TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORKS. COVER AND INVERT LEVELS OF EXISTING MANHOLES TO BE CHECKED ON SITE BEFORE WORKS COMMENCE AND REPORTED TO THE ENGINEER.

NOTES:

- ATTENUATION AND PIPELINE SIZES INDICATIVE ONLY AND TBC ONCE HYDRAULIC MODELLING IS FINALISED AND NWL APPROVAL HAS BEEN RECEIVED
- RWP POSITIONS INDICATIVE ONLY - NUMBER AND POSITIONING TBC
- INFILTRATION TBC UPON RECEIPT OF SOAKAWAY TESTING RESULTS
- PAVEMENT CONSTRUCTION TBC UPON RECEIPT OF CBR RESULTS
- EXTERNAL DRAINAGE TBC UPON RECEIPT OF EXTERNAL LEVELS AND LANDSCAPE DESIGN
- FOUL WATER POP-UPS INDICATIVE ONLY - NUMBER AND POSITIONING TBC

Proposed Drainage Layout
Scale: 1 : 500