

## Terms and conditions

1. All prices are listed on the basis that tasks can be carried out and completed during standard Bespoke Compliance Solutions Ltd operating hours (Monday-Friday 08:00-17:00).
2. I agree that by providing confirmation via email or purchase order it is acceptable to carry out the work stated.
3. It is the responsibility of the site management team to adhere to the tasks outlined within HSG274 Part 2; Table 2.1. Any tasks within HSG 274 Part 2 Table 2.1 that are not subcontracted directly to Bespoke Compliance Solutions Ltd are the responsibility of the client site management.
4. All prices exclude VAT (20%).
5. Payment terms are a strict 30 days (unless otherwise agreed).
6. Quoted Prices are held firm for 30 days.
7. Works are invoiced once they have been completed on site (unless otherwise informed or payment in advance is required). Payment must be received prior to any risk assessments/job sheets or sample certificates are sent to the client.
8. Jobs are completed as outlined in this quotation. However, if any part of the works cannot be completed that are specified within the quotation due to reasons out of the control of Bespoke Compliance Solutions LTD or its contractors then the works will still be invoiced in full as per the original quotation. For further details on what we consider as reasons out of our control, please email [accounts@bc-solutions.co.uk](mailto:accounts@bc-solutions.co.uk).
9. Issuing a purchase order or email confirmation for this quotation is acceptance of these terms and conditions.
10. All prices cover delivery and installation during normal working hours, Mon – Fri 9am – 5pm.
11. Details of any disputes with invoices are to be received within 10 days from the date of invoice, otherwise we will assume acceptance.
12. If a third party is required to collect overdue monies, then all additional costs will be passed on.
13. Bespoke Compliance Solutions Ltd have informed their clients of the requirements to which they must adhere within L8.
14. Late payment will incur interest charges at the rate of base + 8%.
15. Any equipment that is installed on a client's site is done so at the occupiers/owners own risk and becomes the responsibility of said occupiers/owners whilst the equipment is in their possession.
16. Any loss or damage to any equipment may incur a cost to replace or fix.
17. Our works are completed in accordance with the health and safety guidance HSG274 & ACOP L8.
18. Cancellation of the works within 24 hours of the date we are attending is charged at 100%. This also includes access restriction to the premises which affects any works that have been quoted for from being completed.
19. Orders over £1000 + VAT may be subject to 50% upfront advance. This will be confirmed at the point of acceptance on any quotations.
20. All equipment belongs to Bespoke Compliance Solutions Ltd, until paid for in full.

## Service Level Agreement

All works carried out are in line with the Service Level Agreements (SLA) and Bespoke Compliance Solutions LTD method statements. It is the responsibility of the client to adhere to the tasks outlined within HSG 274 Part 2; Table 2.1. Any tasks within HSG 274 Part 2 Table 2.1 that are not subcontracted directly to Bespoke Compliance Solutions LTD are the responsibility of the client. Staff Competence - Bespoke Compliance Solutions LTD ensure that all staff carrying out proposed tasks have the competence and ability to carry out the tasks effectively and safely.

It is the responsibility of the duty holder and responsible person to:

- Maintain the entire system, and the water in it, in a clean condition and to facilitate inspection to determine if the system is clean or not.
- Make systems available for cleaning and disinfection if required with adequate notice to enable us to plan and execute the service.
- Ensure safe access for inspection and cleaning is provided.
- If Bespoke Compliance Solutions LTD has not carried out a Legionella Risk Assessment (unless we are carrying one out as part of this contract) they must ensure that their properties have an up to date one in place including a written scheme of control – this should include a schedule of monitoring, inspection and treatment.
- Provide the required information in order that Bespoke Compliance Solutions LTD can design an appropriate programme of works.
- Ensure that the systems are made available for any agreed works. This includes ensuring safe access to systems and adequate notice to ensure that Bespoke Compliance Solutions LTD can carry out any work.
- Provide any information on known risks and safety requirements in the areas we will be working, and advise of any known dead legs, redundant pipework and the location of schematic diagrams.
- Ensure any preparatory work you are responsible for is completed prior to commencing cleaning and disinfection work.
- Arrange any safety requirements for the areas that we will be working within.
- Ensure the control scheme tasks you are responsible for are completed and recorded.
- Participate in the agreed review process.
- Ensure any necessary trade effluent discharge.

## Service Level Agreement

Statutory Duty holder – As a service provider, we are required to ensure our clients are made aware of their legal obligations with regard to Legionella legislation. The following briefly describes the obligations of a building operator or owner. A Health and Safety Executive (HSE) leaflet briefly defining your Legionella obligations is downloadable from the HSE website and we strongly recommend you take the time to read this leaflet as a starting point. Legionnaires disease - A brief guide for duty holders - <http://www.hse.gov.uk/pubns/indg458.pdf>.

Other relevant legislative documentation includes:

- The Health and Safety at Work etc. Act 1974 (Sections 2, 3, 4 and 6 are defined within ACoP L8 as applicable to legionella control).
- The Management of Health and Safety at Work Regulations 1999 (MHSWR)
- The Control of Substances Hazardous to Health Regulations 2002 (Regulations 6, 7, 8, 9 and 12 are particularly relevant to Legionella control).
- The Notification of Cooling Towers and Evaporative Condensers Regulations 1992
- Legionnaires' disease - The control of legionella bacteria in water systems. Approved Code of Practice and guidance L8 (ACoP L8).
- Legionnaires' disease - Part 2: The control of legionella bacteria in hot and cold water systems (HSG274).
- BS 8580-1 2019: Water quality – Risk assessments for Legionella control – Code of practice.
- Health Technical Memorandum 04-01: Safe water in healthcare premises
- HSG 220 - Health and safety in care homes.

**Any questions regarding any of the above, please contact  
[compliance@bc-solutions.co.uk](mailto:compliance@bc-solutions.co.uk) or call 01296 914916**