



Protect your property with an **Edincare Pumps Service Agreement**

- ✓ **Validates your building insurance**
- ✓ **Reduces the risk of failure**
- ✓ **Increases the life expectancy of your equipment**



Residential



Hospitality & Retail



Public Sector



Commercial





Sign up today for your Edincare Pumps Service Agreement

Edincare Pumps has been established for over 20 years, specialising in the manufacture, project design, sales, commission, service and repair of pumped drainage solutions.

Why service your pump equipment?

Regular maintenance is important to ensure that your pump equipment remains fully operational and fulfills its life expectancy. Sign up to a service agreement today and:

- ✓ Validate your building insurance
- ✓ Reduce the risk of failure
- ✓ Increase equipment life expectancy
- ✓ Receive peace of mind
- ✓ Reduce running costs

What's included within your Service Agreement?

A service agreement provides the following benefits:

- ✓ Reduced parts cost (10% discount on all parts)
- ✓ Reduced rates for emergency call outs
- ✓ Priority call outs
- ✓ Out of hours service
- ✓ Flexible payment options (Direct Debit)
- ✓ Free technical advice

Why choose Edincare Pumps?

Edincare Pumps maintains pump equipment throughout the UK to thousands of satisfied clients, delivering:

- ✓ A comprehensive range of parts available from stock
- ✓ Fully trained service engineers
- ✓ Nationwide coverage
- ✓ ISO9001 accredited, Safe Contractor and NICEIC Approved

Service visit intervals

Please note, in accordance with BS EN 12056-4 and Edincare Pumps recommendations the pump equipment must be maintained at intervals of:

Once per annum – Single residential dwelling

Twice per annum – Single residential dwelling where there is a risk of flooding as a result of product failure (for example, basement applications) and multiple residential dwellings

Four times per annum – Commercial premises

Call the Edincare Pumps aftersales team on 01442 211554 or email aftersales@edincare.com to set up a service agreement NOW.



Account no.
OFFICE USE ONLY

Contract no.
OFFICE USE ONLY

A Service Agreement made on (date)

D	D	M	M	Y	Y
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between (in this Service Agreement referred to as "the Client")

Name / Company name	<input type="text"/>
Invoice address	<input type="text"/>
Postcode	<input type="text"/>
Telephone (Home)	<input type="text"/>
Telephone (Work)	<input type="text"/>
Email	<input type="text"/>

and (in this Service Agreement referred to as "the Company")

Edincare Pumps, a trading name of Omni Pump International Ltd.
Unit 8, Heron Business Park, Eastman Way, Hemel Hempstead,
Hertfordshire, HP2 7FW

of which it has been agreed that

- (1) As from the date of signing this Service Agreement, the Company will undertake to service the equipment as recorded under Equipment Schedule at the location recorded under Site Address.
- (2) **Service Charge (per Service Visit)** (Tick one box only)

<input type="checkbox"/> 2-year Service Agreement	£	+ VAT
<input type="checkbox"/> 3-year Service Agreement SAVING 5% (inc.)	£	+ VAT
<input type="checkbox"/> 4-year Service Agreement SAVING 10% (inc.)	£	+ VAT
<input type="checkbox"/> 5-year Service Agreement SAVING 15% (inc.)	£	+ VAT
<input type="checkbox"/> <input type="text"/> -year Service Agreement	£	+ VAT

Subject to the duration of the Service Agreement the above discounts are offered.

- (3) **Service Visit intervals**
The Service Visit(s) will be carried out at intervals of (Tick one box only)

<input type="checkbox"/> Once per annum	<input type="checkbox"/> Twice per annum SAVING 10% (inc.)
<input type="checkbox"/> Four times per annum SAVING 15% (inc.)	<input type="checkbox"/> Other <input type="text"/>

Subject to the Service Visit intervals the above discounts are offered.

The number of Service Visits per annum is dependent on equipment and application type. Please contact us for the recommended number of Service Visits per annum.

- (4) **Annual Service Charge**
The annual Service Charge is calculated on the Service Charge (per Service Visit) multiplied by the Service Visit intervals. The annual Service Charge will be paid by the Client to the Company in accordance with Clause 12 of this Service Agreement until further notice as provided for in Clause 5 of this Service Agreement.

Payment frequency (Tick one box only)

Monthly payments (12 payments per annum) £ + VAT

OR

Single annual payment £ + VAT

Payment method (Tick one box only)

Account BACS Credit Card Direct Debit*

*Please refer to page 4 for completion of Direct Debit Mandate.

- (5) **Duration of Service Agreement**
The duration of the Service Agreement shall be for years from the date of signing this the Service Agreement ("the Term").

Service Agreement Termination Date

D	D	M	M	Y	Y
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At the Service Agreement Termination Date, the Service Agreement will automatically continue from year to year, unless either one of the parties to this Service Agreement gives 6 months prior written notice to the other before the Service Agreement Termination Date or, before the end of any year thereafter.

- (6) **Site contact details**

Name / Company Name	<input type="text"/>
Site address	<input type="text"/>
Postcode	<input type="text"/>
Contact name	<input type="text"/>
Telephone (Home)	<input type="text"/>
Telephone (Work)	<input type="text"/>
Mobile	<input type="text"/>
Email	<input type="text"/>

- (7) **Preferred service month(s) / time**

Preferred service month(s) (Tick appropriate boxes)

Jan Feb Mar Apr May Jun

Jul Aug Sep Oct Nov Dec

Preferred service time (Tick appropriate boxes)

AM Midday PM

SERVICE AGREEMENT

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Account no.
OFFICE USE ONLY

Contract no.
OFFICE USE ONLY

- (8) **Site access**
The Client is responsible for ensuring immediate, safe and uninterrupted access to the pump equipment. The Client will incur additional charges if there has been any interference with the equipment, interrupts the engineer, fails to provide the required access or unreasonably delays the engineer's work.
- (9) **Cancelling service visits**
The Client must advise the Company of a date change or cancellation no less than 3 working days (Monday-Friday, 8:30am to 5:30pm) before the Service Visit. The full Service Visit charge will be applied for non compliance.
- (10) **Insurance**
The Company excludes all liability for any consequential or indirect loss suffered by the Client whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Company's negligence). Non exhaustive illustrations of consequential or indirect loss include: Loss of profit; Loss of contracts; Damage to the property of the Client or anyone else; Personal injury to the Client or anyone else (when the injury is not caused by the Company's negligence).
- (11) **Defects**
This Service Agreement does not apply to defects caused by incorrect fitting or erection, usage of third party equipment, abnormal conditions of working, accident, misuse, neglect or, interference or attempted repairs or servicing by a third party. Repair works will not be undertaken prior to the Company receiving an official instruction from the Client to proceed at an agreed price other than as detailed under Clause 13.
- (12) **Payment**
The annual Service Charge is to be paid to the Company in accordance with Clause 4 upon the commencement of the Service Agreement on a monthly or annual basis thereafter, subject to payment frequency, for the duration of the Service Agreement. The Company reserves the right to charge interest on overdue amounts at 3% above the Base Rate of Barclays Bank PLC from the time being in force for the period from date payment is due until the actual date of payment. The Company reserves the right to suspend all obligations including Service Visits under the Service Agreement if the annual Service Charge (or any other invoiced amount payable pursuant to this Service Agreement) is due, owing and remaining unpaid. Where an account has been approved for credit, payment terms are 30 days from date of invoice. For all non account customers a proforma invoice will be raised requiring payment in advance of the due date.
- (13) **Replacement parts**
This Service Agreement does not include for free replacement or repair of parts. However, wherever possible if deemed necessary, any essential service or repair will be effected during a Service Visit and invoiced accordingly. Such decision to be at the sole discretion of the Company to a maximum of £250 + VAT. Any works required above £250 + VAT will not be undertaken prior to the Company receiving an official instruction from the Client to proceed at an agreed price.
- (14) **Price review**
The Company reserves the right to increase the annual Service Charge under this Service Agreement annually by the same percentage as the increase in the Retail Price Index, as published by the relevant Government Department, and revise the fee payable under this Service Agreement. Such increases to be notified to the Client prior to the anniversary, for the duration of the Service Agreement.
- (15) **Site report**
A report will be issued relating to the: Operation of the equipment; Condition of the Equipment; Client responsibilities. Any remedial works required and associated charges will be advised.
- (16) **Removal / Suspension of service**
Without prejudice to any other rights or remedies of the Company: If a receiver or manager is appointed over any of the assets or undertakings of the Client; or a petition is presented for the appointment of an administrator or a winding up petition is presented against the Client; or the Client goes into voluntary liquidation or calls a meeting of or makes any arrangement or composition with its creditors; or the Client commits any act of bankruptcy or becomes unable to meet its debts within the meaning of Section 123 of the Insolvency Act 1986; or there is any default by the Client in making payment according to this Service Agreement, the Company shall be entitled after

having sent written notice requesting payment within seven days to the Client (which shall be deemed to have been validly given if sent with a Certificate of Posting to the last address known to the Company) – to suspend all services until all monies have been duly received by the Company.

- (17) **Transfer of contract**
The Client shall not transfer this Service Agreement, or any part of it, to any third party without the Company's written authorisation which, subject to administration fees, shall not be unreasonably withheld. Notwithstanding the transfer of this Service Agreement, the Client will remain liable under this Service Agreement but this liability shall cease within six months of the transfer provided that the Client is not in breach of the terms of this Service Agreement and that at the expiration of the said six months there are no outstanding breaches of the Clients obligations under the terms of this Service Agreement and the Company is satisfied that the party to whom this Service Agreement is to be transferred has agreed in writing with the Company (to the Company's satisfaction) to be bound by the terms of this Service Agreement and is likely to comply with such terms.
- (18) **Contract modification**
The terms and conditions of this Service Agreement supersede any terms or conditions proposed by the Client and may not be varied except with the written consent of a Director of the Company. In the case of a written consent by a Director of the Company to a variation or deviation from one or more of the terms and conditions of this Service Agreement, the other terms and conditions shall remain fully operative.
- (19) **Early termination by the client**
The Client may terminate this Service Agreement by giving not less than 6 or more than 7 months prior notice in writing to the Company ("Notice to Terminate") such notice is to be sent by registered post to the registered office of the Company together with all monies then due to the Company up to the date of the Notice to Terminate. Upon the expiration of the period referred to in the Notice to Terminate (but subject to the provisions set out below) this Service Agreement will terminate (the "Termination Date"). The Company will within 1 month of receipt of the Termination Date provide the Client with a calculation of the sums due under this Service Agreement which sums will be payable on the Termination Date and will be calculated as follows:
(a) all monies then due
(b) a capital sum equal to the total of the Service Charges payable under this Service Agreement for the remainder of the Term (based on the prevailing Services Charges at the time this Service Agreement is terminated). In the event that the procedure that the Client is required to follow as set out above is not strictly followed or the Client is in breach of any of its obligations referred to in this Service Agreement at the time of service or during or at the end of the notice period referred to in the Notice to Terminate then the Notice to Terminate may (should the Company so wish) be treated as invalid and will have no effect. For the avoidance of doubt the fact that Notice to Terminate has been served will not release or vary the Client's obligations under this Service Agreement including (without prejudice to the above) the obligation to pay the Annual Service Charge or any other payment due. Time will be of the essence in relation to the time for service of the Notice to Terminate.

ON BEHALF OF THE COMPANY

Director signature

Date

ON BEHALF OF THE CLIENT

I acknowledge receipt of this Service Agreement. I have read and understood its content and agree to abide by the terms and conditions therein.

Customer name (PRINT)

Customer signature

Position

Date

Account no.
OFFICE USE ONLY

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Contract no.
OFFICE USE ONLY

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EMERGENCY CALL OUT

All emergency callout visits will be charged as per the attached 'Emergency Call Out Tariff / Emergency Call Out Request Form' (A2).

SCHEDULE OF WORKS

Please refer to attached Schedule of Works (A3) that details the works performed on each service visit.

EQUIPMENT SCHEDULE

Product name		Product name	
Pump type		Pump type	
Number of pumps		Number of pumps	
Power supply	<input type="checkbox"/> 240V <input type="checkbox"/> 415V	Power supply	<input type="checkbox"/> 240V <input type="checkbox"/> 415V
Serial no. / Equip no.		Serial no. / Equip no.	
Location of control panel / HLA		Location of control panel / HLA	
Location of chamber / sump		Location of chamber / sump	
Notes		Notes	
Product name		Product name	
Pump type		Pump type	
Number of pumps		Number of pumps	
Power supply	<input type="checkbox"/> 240V <input type="checkbox"/> 415V	Power supply	<input type="checkbox"/> 240V <input type="checkbox"/> 415V
Serial no. / Equip no.		Serial no. / Equip no.	
Location of control panel / HLA		Location of control panel / HLA	
Location of chamber / sump		Location of chamber / sump	
Notes		Notes	
Product name		Product name	
Pump type		Pump type	
Number of pumps		Number of pumps	
Power supply	<input type="checkbox"/> 240V <input type="checkbox"/> 415V	Power supply	<input type="checkbox"/> 240V <input type="checkbox"/> 415V
Serial no. / Equip no.		Serial no. / Equip no.	
Location of control panel / HLA		Location of control panel / HLA	
Location of chamber / sump		Location of chamber / sump	
Notes		Notes	

NOTES

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DIRECT DEBIT MANDATE

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Account no.
OFFICE USE ONLY

Contract no.
OFFICE USE ONLY

EDINCARE PUMPS IS A TRADING NAME OF OMNI PUMP INTERNATIONAL LTD.

Please fill in the whole form including official use box using a ball point pen and send it to

Service user number

5 0 4 4 6 0

Edincare Pumps, a trading name of Omni Pump International Ltd.
Unit 8, Heron Business Park,
Eastman Way,
Hemel Hempstead,
Hertfordshire,
HP2 7FW

**FOR Edincare Pumps, a trading name of
Omni Pump International Ltd OFFICIAL USE ONLY**
This is not part of the instruction to your Bank or Building Society.

Name(s) of account holder(s)

Account holder(s) name and address

Name	
Address	
Postcode	
Email address	

Bank / Building Society account number

Branch sort code

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Instruction to your Bank or Building Society

Please pay Edincare Pumps, a trading name of Omni Pump International Ltd, Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Edincare Pumps, a trading name of Omni Pump International Ltd and, if so, details will be passed electronically to my bank / building society.

Reference

Date

BANKS AND BUILDING SOCIETIES MAY NOT ACCEPT DIRECT DEBIT INSTRUCTIONS FOR SOME TYPES OF ACCOUNT

THIS GUARANTEE SHOULD BE DETACHED AND RETAINED BY THE PAYER.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Edincare Pumps, a trading name of Omni Pump International Ltd, will notify you five (5) working days in advance of your account being debited or as otherwise agreed. If you request Edincare Pumps, a trading name of Omni Pump International Ltd, to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Edincare Pumps, a trading name of Omni Pump International Ltd, or your bank or building Society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when Edincare Pumps, a trading name of Omni Pump International Ltd, asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building Society. Written confirmation may be required. Please also notify Edincare Pumps.

Account no.
OFFICE USE ONLY

Contract no.
OFFICE USE ONLY

SERVICE AGREEMENT

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**STEP 1
CLIENT DETAILS**

Please complete the invoicing name and address.

**STEP 2
SERVICE CHARGE
(PER SERVICE VISIT)**

The Service Charge (per Service Visit) is listed based on Service Agreement duration. Please tick your preferred agreement duration in years. Please note, subject to the duration selected a discount is offered.

**STEP 3
SERVICE VISIT INTERVALS**

Please tick your preferred number of Service Visits per annum. The number of Service Visits is dependent on equipment and application type. Please contact Edincare Pumps on 01442 211554 for the recommended number of Service Visits per annum. Please note, subject to the service visit interval selected a discount is offered.

**STEP 4
ANNUAL SERVICE CHARGE**

The annual service charge is calculated based on Service Charge (per Service Visit) x Service Visit intervals.

PAYMENT FREQUENCY

Please tick your preferred payment frequency.

PAYMENT METHOD

Please tick your preferred payment method.

**STEP 5
SITE CONTACT DETAILS**

Please complete the site details.

**STEP 6
PREFERRED SERVICE MONTH(S) / TIME**

Please tick your preferred month(s) / time for your Service Visit(s). We will endeavour to meet with your selection.

**STEP 7
CLIENT SIGNATURE**

Ensure that you have fully read and understood the Service Agreement, only then please sign and date.

EQUIPMENT SCHEDULE

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**STEP 8
EQUIPMENT SCHEDULE**

Please complete the equipment schedule with the products installed (if known).

**STEP 9
LOCATION OF INSTALLATION**

Please provide details of the installation location along with any site restrictions.

DIRECT DEBIT MANDATE

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**STEP 10
BANK DETAILS**

Please complete the Direct Debit Mandate (if applicable).

RETURN TO EDINCARE

STEP 11 RETURN TO EDINCARE

Once you have completed the Service Agreement please return to us using the prepaid envelope enclosed. Alternatively, scan and email to aftersales@edincare.com. The Service Agreement will be countersigned and returned to you for your records.

Should you have any questions please contact our aftersales team on 01442 211554

Account no.
OFFICE USE ONLY

Contract no.
OFFICE USE ONLY

EMERGENCY CALL OUT TARIFF 2017

CONTRACT RATES

Hourly rate

1 Normal Hours (Monday–Friday) 6am–5.30pm	£73 + VAT
2 5.30pm to 10pm Weekdays & Saturday 6am–10pm	£95 + VAT
3 Sunday, Bank Holidays & All night work after 10pm– 6am	£110 + VAT

Contract rates only apply to products that are covered by a current Service Agreement.

NON-CONTRACT RATES

Hourly rate

1 Normal Hours (Monday–Friday) 6am–5.30pm	£95 + VAT
2 5.30pm to 10pm Weekdays & Saturday 6am–10pm	£124 + VAT
3 Sunday, Bank Holidays & All night work after 10pm– 6am	£143 + VAT

Emergency Call Out – in addition to the above all ‘Non-Contract Rate’ visits are subject to a £100 + VAT Call Out charge.

TERMS & CONDITIONS

Hourly charge applies to:

- Travel time to site
- Travel time back to the office
- Time spent on site

Mileage charge (£1.20 + VAT per mile)

The mileage charge covers fuel, insurance costs, vehicle wear and tear for the:

- Travel to site
- Travel back to the office

Note, congestion charges / toll and parking fees will be added where applicable.

Equipment, materials

- All equipment / materials are excluded and will be charged in line with our current published price list, available on request.

General

- A minimum of four hours is chargeable for all callouts.
- The above rates apply to one engineer, should two engineers be required this will be charged at the above rates plus 30%.
- VAT is excluded on all of the above rates and is chargeable at the current rate.
- Edincare Pumps ‘Conditions of Sale’ apply (see page A5).

EMERGENCY CALL OUT REQUEST FORM

INVOICE DETAILS

Company	<input type="text"/>
Contact	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>
Telephone no.	<input type="text"/>
Mobile no.	<input type="text"/>
PO / Order no.	<input type="text"/>

PAYMENT DETAILS

Amount	£ <input type="text"/>	+ VAT
Payment method (TICK ONE)		
Cash <input type="checkbox"/>	Account <input type="checkbox"/>	Acc No. <input type="text"/>
BACS <input type="checkbox"/>	Credit Card <input type="checkbox"/>	<small>TO BE COMPLETED BY EDINCARE STAFF</small>
CREDIT CARD DETAILS		
Card type (TICK ONE)	VISA <input type="checkbox"/>	Mastercard <input type="checkbox"/>
	AMEX <input type="checkbox"/>	Maestro <input type="checkbox"/>
Card number	Issue No:	
<input type="text"/>	<input type="text"/>	<input type="text"/>
Start date	Exp date	CVV
<input type="text"/>	<input type="text"/>	<input type="text"/>
Authcode	<input type="text"/>	
<small>TO BE COMPLETED BY EDINCARE STAFF</small>		

SITE DETAILS

Site name	<input type="text"/>
Site contact	<input type="text"/>
Site address	<input type="text"/>
Postcode	<input type="text"/>
Telephone no.	<input type="text"/>
Mobile no.	<input type="text"/>

DESCRIPTION OF WORKS

DECLARATION

Customer name (PRINT)	<input type="text"/>
Customer signature	<input type="text"/>
Position	<input type="text"/>
Date	<input type="text"/>

I, the above, acknowledge receipt of the ‘Emergency Call Out Tariff’, ‘Conditions of Sale’ (see page A5) and Service Agreement Conditions (see pages 1/4 and 2/4). I have read and understood the content and agree to abide by the conditions therein.

Once completed, please return to aftersales@edincare.com

Account no.
OFFICE USE ONLY

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Contract no.
OFFICE USE ONLY

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SCHEDULE OF WORKS

Condition on arrival

Pump(s) running

High level alarm

Pump tripped / Overload

Condition of pump (visual inspection)

Clear and free

Blocked

Condition of pump (mechanical inspection)

Impeller

Bottom plate

Cutters

Condition of oil

Manual impeller turn

Bearing side movement

Control panel

Overload setting

Operation of float switches

Bulbs / Fuses

Alarm mute function

Running current

General

Pedestal / Guide rail

Debris

Float switches / Level controls

Internal valves / Pipes

Access cover

Chamber / Tank

Lifting chains

NOTES

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Account no.
OFFICE USE ONLY

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Contract no.
OFFICE USE ONLY

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Account no.
OFFICE USE ONLY

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Contract no.
OFFICE USE ONLY

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1. General

These conditions of Sale ("the Conditions") supplied by Omni Pump International Ltd T/A Edincare Pumps ("the Company") to a purchaser ("the Buyer") shall be incorporated into each contract ("the Contract") made by the Company for the sale of the Company's goods ("the Goods"). These Conditions apply to all transactions, including deliveries and services, conducted by the Company, as well as to their execution. These Conditions together with invoice details supersede any terms or conditions proposed by the Buyer and may not be varied except with the written consent of a Director of the Company. In the case of a written consent by a Director of the Company to a variation or deviation from one or more of these Conditions of Sale, the other terms and conditions shall remain fully operative.

2. Exclusion of Liability

The Company excludes all liability for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Company's negligence). Non-exhaustive illustrations of consequential or indirect loss include:

- (a) Loss of profit
- (b) Loss of contracts
- (c) Damage to property of the Buyer or anyone else
- (d) Personal injury to the Buyer or anyone else (when the injury is not caused by the Company's negligence)

3. Indemnities

The Buyer shall indemnify the Company against all actions, claims, demands, penalties and costs by third parties in tort or for infringements of patents or registered designs or otherwise arising in connection with the Goods or with their delivery or unloading or with work done by the Company on the Goods in accordance with the Buyer's specifications.

4. Consumer Protection Act 1987

Where the Company incurs any liability, whether by court proceedings or by a bona fide out of court settlement as a result of a claim against the Company under part 1 of the Consumer Protection Act 1987 in respect of an alleged defect in the Goods, then the Buyer shall indemnify the Company against the liability.

5. Deliveries

(a) Delivery shall take place when the Goods are delivered at the address specified in the Buyer's order or in the absence of such address at the Buyer's premises except when the Buyer collects or arranges collection of the Goods from the Company's premises, or nominates a carrier for the Goods, delivery shall take place when the Goods are loaded on to the collection or carrier's vehicle>

(b) Delivery dates mentioned in any quotation, order or other document are approximate only and not of any contractual effect. Late delivery or performance does not entitle the Buyer to do any of the following: reject late goods, terminate the contract or withhold payment of any part of the contract price.

(c) The Company reserves the right to make delivery by installments and to tender a separate invoice in respect of each installment. Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the performance of the remainder of the Contract or liability for the costs of the Goods delivered.

6. Inspection and Claims

(a) The Buyer shall upon delivery or, on collection by the Buyer if appropriate, inspect the Goods wherever it is possible to do so. If inspection is impossible, the Buyer must write on the delivery (or collection) note "Goods not examined".

(b) The Buyer shall notify the Company in writing of any short delivery, defects or damage reasonably discoverable on careful inspection within 7 days of the Buyer's receipt of the Goods. In the absence of such notification, the Company excludes all liability in respect of short deliveries, defects or damage.

7. Prices

(a) Prices quoted are in GBP Sterling and exclusive of VAT (where applicable) and do not include any charge for handling or delivery of the Goods.

(b) All prices quoted or printed are subject, to alteration without notice by the Company, and all Goods will be invoiced at the prices ruling at the date of despatch.

(c) Where orders are received for quantities or shipments that are priced at less than the minimum charge of the Company, then the order will be priced at the standard charge.

(d) All tenders, quotations, offers and estimates made by the Company are given without obligation.

8. Payment

(a) Where accounts have been approved for credit, payment terms are nett monthly.

(b) The Company reserves the right (in the Company's absolute discretion) to vary or withdraw without notice any credit arrangements made.

(c) The Company reserves the right to charge interest at the rate of 2% per month on all overdue accounts without prejudice to its right of recovery of the Goods. Interest is deemed to accrue on a day to day basis from and including the date when payment was due.

(d) Without prejudice to any other rights or remedies of the Company, any default by the Buyer in making payment according to the payment terms, shall entitle the Company to suspend deliveries under the Contract or any other contract so long as the default continues and to treat the Contract as repudiated by the Buyer and determined if the Buyer has not, within 7 days of receiving written notice from the Company, paid all sums due to the Company.

(e) If the Buyer shall have a receiving order made against them, or enter into any composition or arrangement with their creditors, or if being an incorporated company shall have a receiver appointed, or shall pass a resolution for winding up or a court shall make an order to that effect, or if there shall be any breach by the Buyer of any terms or conditions hereof, the Company may, without prejudice to its other rights or remedies, defer or cancel any further deliveries.

(f) The Company reserves the right to demand security for payment at any time before continuing with or delivering any order.

(g) All payments are to be made in GBP Sterling.

9. Title in the Goods

Risk in the Goods shall pass to the Buyer when the Goods are delivered. Notwithstanding risk in the Goods passing to the Buyer on delivery, title in the Goods shall not pass to the Buyer until;

Full payment being received by the Company for the Goods and no other amounts then being outstanding from the Buyer to the Company in respect of other Goods supplied by the Company.

Before title has passed to the Buyer and, without prejudice to any of its other rights, the Company shall have the unqualified right to recover or resell the Goods or any of them and may enter upon the Buyer's premises or any premises where the Company reasonably believes the Goods to be situated, by its servants or agents for that purpose. Should the Buyer alter the Goods by subjecting them to any manufacturing process or incorporating them into another product or mixing them in any way, then the resulting product ("Altered Goods") will pass into the ownership of the Company until payment due under all Contracts between the Company and the Buyer has been made in full.

10. Until Title to the Goods Passes

(a) The Goods will be held by the Buyer as bailee and the Goods shall be kept separate from the Buyer's other Goods and shall be clearly identifiable as belonging to the Company.

(b) In the event of the sale or hire of the Goods or Altered Goods by the Buyer, the Buyer shall hold the proceeds of such sale or hire as trustee for the Company.

(c) In the event of the sale or hire of the Goods or Altered Goods by the Buyer in the ordinary course of its business, the Buyer shall assign its rights to recover the selling price or hire charges from the third parties concerned to the Company, if required to do so in writing by the Company.

11. The Buyer's power of sale shall cease forthwith:

- (a) Upon written notice from the Company; or
 - (b) If a receiver or manager is appointed over any of the assets or undertakings of the Buyer; or
 - (c) If a petition is presented for the appointment of an administrator or a winding up petition is presented against the Buyer; or
 - (d) If the Buyer goes into voluntary liquidation or calls a meeting of or makes any arrangement or composition with its creditors; or
 - (e) If the Buyer commits any act of bankruptcy or becomes unable to meet its debts within the meaning of Section 123 of the Insolvency Act 1986.
- Whereupon the Buyer shall continue to hold the Goods as

bailee for return to the Company and the Company shall have the unqualified right to enter upon any premises where the Company reasonably believes the Goods or Altered Goods to be situated to take possession of the Goods or Altered Goods or such of them as remain.

12. Quality

Subject to clauses 5 and 6 concerning delivery, inspection and claims, the Buyer acknowledges that he/she has inspected the Goods and satisfied himself/herself from the inspection that:

- (a) The Goods are of merchantable quality and
- (b) The Goods are fit for his/her purpose in reliance on his/her own skill or judgment, and that he/she has not relied for this purpose upon the skill or judgment of the Company unless specifically agreed otherwise in writing between the Buyer and the Company.

13. Description

All weights, measurements, dimensions, drawings, capacities, specifications and other particulars contained in photographs, catalogues, price lists or advertising material are approximate and any other information or technical assistance given by the Company is given in good faith and is for general guidance only. No information supplied by the Company constitutes a warranty, guarantee or recommendation of the suitability of the Goods for any purpose whatsoever.

If Goods are supplied in accordance with the Buyer's specifications, the Buyer shall be solely responsible for the specifications. The Buyer acknowledges the Goods are fit for the purpose in reliance on his/her own skill and judgment and that he/she has not relied for this purpose upon the skill or judgment of the Company and the Buyer will indemnify the Company against all claims by the customers of the Buyer and Sub-Buyer in this regard.

14. Returns

(a) Goods cannot be accepted for return without the prior consent of the Company and compliance with the Company's returns procedures. A 30% handling charge will be made on all returns (Company errors and omissions excepted). Carriage charges will be extra.

(b) No special orders and/or bespoke products can be accepted for return.

(c) All returns must be strictly in accordance with the Companies' 'Returns Policy'.

15. Special Orders and Bespoke Products

Definition of Special Orders & Bespoke items
(a) If the products are not listed in the Edincare catalogue or other Edincare literature.

(b) If due to the functionality of a system non-standard components are used to offer a tailored solution.

(c) If the product is manufactured specifically to customer requirements i.e. custom size tank, non stock pumps/control equipment, inlet size/positions etc.

(d) If the product has been modified with specific details as agreed with the customer.

16. Ordering Special Orders and Bespoke Products

(a) Additional written authorisation is required when special orders or bespoke items are purchased.

(b) Once an order is placed for a special or bespoke product, customers are liable for all costs and associated charges if the order is cancelled prior to delivery.

17. Guarantee

If within the guarantee period of a product any defect is discovered in respect of workmanship, construction or material, the Company will make good the defect or replace the defective part at its expense inside normal working hours at the Company's premises providing, written notice is given immediately the defect is discovered and that, if required by the Company, the part or complete unit is returned to the Company's premises carriage paid. Spares or repaired parts are delivered ex works exclusive of fitting. The guarantee does not apply to defects caused by incorrect installation, abnormal conditions of working, accidents, misuse or neglects. The Company's responsibility is in all cases limited to the cost of making good the defect or replacing the defective part at the Company's premises inside normal working hours. The Company excludes all liability for any consequential or other damage or losses which may occur.

18. Proper Law

All contracts to which these conditions apply shall be governed by and construed in accordance with English Law.



“ The engineers were expert, professional, efficient and agreeable. ”

“ We have always been pleased with the service provided by Edincare and by the cheerful and professional teams who carry out the maintenance. ”

“ We have been most impressed with the Edincare service and attention to detail. ”

“ Edincare’s service over the last 4 years has been proactive and very effective. Their PPM work is intuitive and supports our bespoke methods of working. Their reactive maintenance is very fast to site and always handled by competent specialists engineers. They have rescued countless shops in crisis, repaired / replaced systems to a high standard, and in some cases averted very near-disasters. ”

Delivering Pump Solutions Nationwide

MANUFACTURING • PROJECT DESIGN • SALES • COMMISSIONING • SERVICING • REPAIRS

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