



# WaterPro

Environmental Limited

Water Hygiene - Water Treatment - Water Management

A Service Company of Quality, Providing...

Chlorination – Disinfection – Passivation

Water Treatment Chemicals and Service for Boilers, Cooling, Effluent & Process

Water Hygiene & Legionella Control to L8(2001)

Building Services Commissioning & Maintenance

Chemical Management & Dosing Systems

Private Water Supplies

With the supporting activities of

On-site Sampling & Field Testing

Chemical Analysis & Microbiological Testing in our UKAS-registered facility

Consultancy, Interpretation and Reporting, *In Confidence*

WaterPro Environmental Limited  
Unit 57, IMEX CENTRE  
Dryden Road, Loanhead  
Edinburgh EH20 9LZ

Tel: 0131-440-1040  
Fax: 0131-440-3141  
[www.waterpro.co.uk](http://www.waterpro.co.uk)

# WaterPro Environmental Limited

Water Hygiene - Water Treatment - Water Management

## Who are *WaterPro* ?

As an independent water services company, we offer our clients Best Value. That means more water treatment for your money than our larger competitors.

Our approach is very much hands-on, founded on understanding your needs and/or processes and requirements, solving problems, communicating actions and achieving results. We will work safely and efficiently, providing accurate and concise paperwork.

As chemists and engineers, our practical experience with water is backed up by an extensive library of standards, and published literature. We come fully prepared, with Safety Passport, Confined Space training and site risk assessment competence.

We are members of the legionella Code of Conduct, the DETR Constructionline scheme, and shortly will achieve ISO9000:2000 registration.

From our location beside the bypass in Edinburgh, we look forward to helping you and servicing your needs.

Please telephone us on 0131-440-1040 for any information that you may require that is not included in this brochure, or you can use our fax back form, located at the rear of this document.

Dr Mike Allan  
Principal

# Corrosion & Fouling Control, Descaling & Passivation

Unhygienic, Corroded or Fouled Pipework or Systems?  
Trace Sensitive Processes?

WaterPro are a team of chemists and engineers who understand the interaction of chemicals and water with ferrous and non-ferrous surfaces. We can apply a range of acid and basic chemistries to your problem to effect control and remediation.

Whether it is biofilm and Legionella; corroded, fouled or scaled pipework; or simply the need for hygienic or sterile environments, we can help.

We will:

Survey  
Sample and Analyse as Necessary  
Apply Approved or Novel Methods  
Descale and Defoul, Disinfect, Passivate  
Introduce Control and Monitoring  
Document, Report and Action

The benefits for our clients are to ensure compliance and validation, as well as helping them to establish best practice for chemical and water use. By gaining experience across a broad range of commercial and industrial environments, we can bring new approaches to seemingly intransigent problems.

We are pleased to offer specific expertise including:

ASTM A380 (Degreasing, Descaling and Passivation);

# Water Hygiene (Hot & Cold Systems)

Legionella Risk Assessment to L8(2001)

Bacteria and Legionella Testing

Chlorination & Disinfections (Non-Chlorine Methods are Available)

Non-Disruptive Methods Available

Constant Dosing Techniques for Continual Protection

Monitoring Programmes

Unique "Water System Manager" Documentation

Also: BS6700 (Mains and New Water Systems);  
HTM 2040 (Healthcare);  
CIBSE TM13 Compliance.



Hygienic and sterile tanks keep drinking and process water safe!

# Legionella Control in Cooling Towers

Legionella Risk Assessment to L8(2001)

Bacteria and Legionella Testing

Chlorination & Disinfections (Non-Chlorine Methods are Available)

Non-Disruptive Methods Available

Constant Dosing Techniques for Continual Protection

Monitoring Programmes

Unique “Water System Manager” Documentation



# The Control of Legionellosis

## A Recommended Code of Conduct for Service Providers

### Certificate of Registration

This is to certify that the following company has submitted a registration under the Conditions of Compliance as laid out in the Code of Conduct for Service Providers

**Name of Company:** WaterPro Environmental Ltd

**Registration Number:** 2001/1254

**Certificate valid until:** 31 August 2004

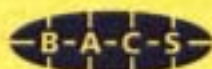
Details of the compliance under the Code of Conduct can be obtained from the Code Secretariat.

Signed:



Chairman, Executive Committee

Certificate Secretary



Code of Conduct Secretariat, Mill House, Tolsons Mill, Fazeley, Tamworth, Staffs, B78 3QU  
Telephone: 01827 269 063

*This certificate is reissued annually, anyone wishing to confirm the current registration of any organisation is advised to contact the Secretariat quoting the organisation name and the registration number on the certificate.*

WaterPro is an approved service provider under the WMS/BACS Code of Conduct for Legionellosis.

# Building Services

Water System Commissioning and Certification

Pre-Chlorination of New Build Water Services and Mains

Pre-Commission Cleaning and Dosing of Cooling and Heating Services

## Specialty Cleaning

(1) MULTITREAT PC

This is a standard, cost-effective pre-commission cleaner.

(2) MULTITREAT SF

This is a system flusher for old systems.

Both the above products are neutral and will not interfere with subsequent inhibitor additions.

(3) MULTITREAT PC2

Some contractors will not allow pre-commission cleaners for large systems, which contain nitrite, phosphate, silicate, caustic etc. This is usually because of effluent discharge problems. MULTITREAT PC2 is a zero solids pre-commission cleaner.

## Closed Circuit Inhibitors

(1) MULTITREAT BNS

This is suitable for closed hot and chilled water systems, suitable for all metals except aluminium.

(2) POLYHIB CH

This is a closed hot and chilled water inhibitor suitable for all multimetal systems including aluminium.

(3) POLYHIB MM

Some customers require a closed circuit multi-metal inhibitor containing zero nitrite.

(4) MULTITREAT TA

This is a tannin/caustic blend suitable for closed circuits.

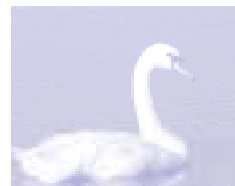
(5) MULTITREAT TVA

This is a "Zero solids" inhibitor containing tannin, volatile oxygen scavenger, and amine.

# WaterPro Environmental Limited

Water Hygiene - Water Treatment - Water Management

## WaterPro Laboratory Services



### Drinking Water Quality and Industrial Water Testing

At WaterPro, staff are knowledgeable about chemistry, engineering, geology, water quality and water treatment processes. As far as water quality testing is concerned, that's a considerable benefit over our laboratory-based competitors. It's what we call the **WaterPro Advantage**.

Our laboratory services have been introduced to complement our field services of water hygiene, water treatment and water management.

We go to the heart of your problems with water via "meaningful testing". Our aim is to provide you with test results that answer questions such as: What is wrong? What do these results mean? What is the next step?

From our headquarters near Edinburgh, our water testing laboratory team can:

- Arrange a testing programme;
- Perform focussed and meaningful sampling;
- Provide timely, accurate and precise analysis;
- Issue comprehensive reports;
- Offer follow-up interpretation and opinion.

**The WaterPro Advantage is Your Advantage.**

"We have the latest analytical technology for raw water and treated water testing, using the Dr Lange LASA 100 cuvette system with barcode scanning.

Our facilities include a Class 100 hood for trace analysis and microbiological testing.

Our standard operating procedures are compliant with UKAS guidelines. We are aiming to be UKAS registered by fiscal year end 2001-2."

Dr Mike Allan  
Principal

### WaterPro Environmental Limited

Unit 57  
IMEX Business Centre  
Dryden Road  
Loanhead  
EH20 9LZ

Tel: 0131-440-1040  
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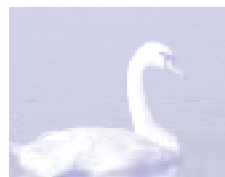
**Water  
Professionals**

Our analytical capabilities extend to most aqueous based chemicals or reagents and materials analysis by means of digestions and dilutions. Please ask for details.

# WaterPro Environmental Limited

Water Hygiene - Water Treatment - Water Management

## WaterPro Laboratory Services



### Drinking Water Quality and Industrial Water Testing

Test	Limit of Detection
Alcohol	0.005g/l
Alkalinity	8mg/l
Aluminium	0.02mg/l
Ammonium	0.015mg/l
Bromine	0.02mg/l
BOD	0.5mg/l
Boron	0.05mg/l
Cadmium	0.02mg/l
Total Carbonate	55mg/l CO2
Chlorine/Ozone	0.05mg/l
Chloride	1mg/l
Chromium (III+IV)	0.005mg/l
Copper	0.01mg/l
C.O.D	5mg/l
Conductivity	1uS
Free Cyanide	0.01mg/l
Cyanuric Acid	2.0mg/l
Fluoride	0.1mg/l
Formaldehyde	0.01mg/l
Hexacyanoferrate	0.5mg/l
Hydrazine	0.01mg/l
Hydrogen Peroxide	1mg/l
pH	0-14
Photometric Iodine	0.6mg/l
Iron	0.01mg/l
Lead	0.1mg/l
Magnesium	0.5mg/l
Distillate Menthol	0.5mg/l
Manganese	0.02mg/l
Molybdenum	0.5mg/l
Nickel	0.05mg/l
Nitrate	0.23mg/l NO3-N
Nitrite	0.002mg/l NO2-N
Organophosphate	0.10mg/l
Phenol	0.05mg/l
Phosphate,ortho + total	0.15mg/l PO4
Potassium	8mg/l
Redox	-999 to +999
Silica	0.01mg/l
Silver	0.04mg/l
Starch	2mg/l sol.
Sulphate	2.0mg/l
Sulphide	0.1mg/l
Sulphite	0.1mg/l
Surfactants	0.2mg/l
Nonionic Surfactants	0.1mg/l
Tin	0.1mg/l
Total Dissolved Solids	<1ppm
TOC difference method	2mg/l
Turbidity	0.05NTU
Hardness	0.02dH
Zinc	0.02mg/l

Some detection limits can be improved by preconcentration



Dr Lange XION 500 System

Please telephone us for details of any analysis that you require.

**WaterPro  
Environmental  
Limited**

Unit 57  
IMEX Business Centre  
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Fax: 0131 440 3141

**Water  
Professionals**

Our lower range of measurement can be extended by preconcentration, while more concentrated substances can be prepared using precise dilution. All detection limits are subject to improvement.

# Water Treatment Services

Chemical & Microbiological Testing

Biocide Evaluations

Corrosion, Fouling and Scaling Control

Service of Boiler and Cooling Water Programmes

Sales & Service of Polyelectrolyte treatments for Trade Effluent

Maintenance of Chemical Dosing Equipment & Systems



We have recently been involved in several projects including reducing process water consumption, and to install and commission several small and medium sized private water supplies.

# WaterPro Environmental Limited

Water Hygiene - Water Treatment - Water Management

## Water Treatment Chemicals

### Boiler Water Treatment

#### Oxygen Scavengers

- |                    |  |
|--------------------|--|
| (a) OXYSCAV 35     | Neutralised catalysed sulphite.            |
| (b) OXYSCAV T      | Tannin blend.                              |
| (c) OXYSCAV V & VS | Volatile oxygen scavenger (10%-100% MEKOR) |

#### Dispersants

- |                     |   |
|---------------------|---|
| (a) DISPERSE 5      | Sulphonated polymers, phosphonates.                         |
| (b) DISPERSE 3 & 3F | Sulphonated polymers, polyphosphate. (3F is food-approved.) |

#### Alkalinity Builder

- |         |                            |
|---------|----------------------------|
| (a) C25 | Liquid Caustic Soda (25%). |
|---------|----------------------------|

#### Return Line Treatments

- |           |   |
|-----------|---|
| (a) RLT 3 | 2 x neutralising amines, 1 x filming amine. |
| (b) RLT 5 | Mixture of neutralising amines.             |
| (c) RLT 8 | V.O.S./amine blend.                         |

#### Multipurpose Inhibitors

- |                   |   |
|-------------------|---|
| (a) MULTITREAT 25 | Sulphite, catalyst, polymer, phosphate. |
| (b) MULTITREAT 2C | Sulphite, catalyst, polymer, alkali.    |
| (c) MULTITREAT 1  | Sulphite, catalyst, polymer, phosphate. |

### Cooling Water Treatment

#### Scale Inhibitor for Hard Waters

- |                      |                        |
|----------------------|------------------------|
| (a) POLYSPERSE A & B | Polymers, Phosphonate. |
|----------------------|------------------------|

The components of the above are stable to chlorine and bromine.

#### Corrosion Inhibitors for Soft Waters

- |                       |   |
|-----------------------|---|
| (a) POLYHIB 126 & 136 | Polymer, phosphonate, azole, molybdate. |
| (b) POLYHIB 105 & 115 | Polymer, phosphonate, silicate, azole.  |

The components of the above are stable to chlorine and bromine.

#### Biocides (non oxidising)

- |                           |                                     |
|---------------------------|-------------------------------------|
| (a) MICROBIOCIDE WT & WT3 | Mix of isothiazolones.              |
| (b) MICROBIOCIDE M & M3   | B.N.P.D.                            |
| (c) MICROBIOCIDE GWT      | Gluteraldehyde/isothiazolone.       |
| (d) MICROBIOCIDE GM & GQ  | Gluteraldehyde/B.N.P.D.             |
| (e) MICROBIOCIDE GQ3      | Gluteraldehyde/Quaternary ammonium. |
| (f) MICROBIOCIDE DP       | Dichlorophen (for closed circuits). |

#### Environmentally friendly non oxidising biocides

- |                         |   |
|-------------------------|---|
| (a) ENVIROBAC AM SERIES | Latest species with biofilm removal properties. |
| (b) ENVIROBAC P SERIES  | Phosphonium based biocide.                      |
| (c) ENVIROBAC Q SERIES  | Quaternary ammonium.                            |

The above biocides have excellent efficacy against Legionnaire's Disease Bacteria as per the Product Data Sheet and fall within the draft European Standard for being effective at a dose rate of 50 ppm.

#### Oxidising Biocides

- |                           |  |
|---------------------------|--|
| (a) MICROBIOCIDE ST       | Slow release chlorine tablets. 10 kg and 25kg kegs.      |
| (b) MICROBIOCIDE FT       | Fast release chlorine tablets. 10 kg and 25 kg kegs.     |
| (c) MICROBIOCIDE BR       | Bromine release tablets. 10kg and 22.5kg kegs.           |
| (d) MULTITREAT SBR SERIES | Sodium bromide solution.                                 |
| (e) MICROBIOCIDE HB15     | Sodium hypochlorite solution/biodispersant.              |
| (f) MICROBIOCIDE CD       | Stabilised sodium chlorite solution for ClO2 generation. |

#### Biodispersant

- |                 |   |
|-----------------|---|
| (a) BIOSPERSE 1 | Used with biocides for biofilm penetration. |
|-----------------|---|

**Coagulants & Flocculants are Available – Please Ask**

# Water Management

## Benchmarking and Best Practice for Water Use

Our client required documentation and review of demineralised process waters including storage and hygiene practices. We recommended that improved non-chemical disinfection (UV) and filtration could increase confidence for process management. Tri-annual cleaning is also carried out. The actions have resulted in upgrading of the site by the client's customers.

## Chemical and Water Management Services

Our clients benefit from our policy of upgrading manual chemical dosing to automatic and proportional control, as well as flow metering of makeup waters. In some cases, we have been able to give third party advice to clients who felt that their water treatment provider was not providing best value.

## Grey Water and Wastewater Recycling

In this case, the client thought that recycling treated effluent would save money. We determined that, in practice, the quality of recycled water would never satisfy the stringent quality control of the product. In this case, we advised that minimisation of wastage of process water was essential, and that they should invest in new technologies for wastewater treatment.

## Private Water Regulations

Client A required compliance with the Private Water Supplies Regulations (Scotland) 1991 at a campsite in a remote location. We installed a battery powered flow-proportional chemical dosing system and carried out thorough disinfection of the entire system.

Client B, an abattoir, required sterile (E-coli free) borehole water to satisfy veterinary concerns for meat washing. Our flow proportional systems treat 150,000Litres per day, at a saving of over £1000 per week to the client.

Client C had process cooling issues in an environment where yield suffered during the summer months. The cost of towns water use had spiralled. We supplied an interim mobile cooling system and heat exchanger, and reinstated a disused borehole, that provided a free cold water to supplement the process cooling. A thorough engineering appraisal of the system has resulted in our largest order to date for new process cooling.

# WaterPro Environmental Limited

Water Hygiene - Water Treatment - Water Management

## Support & Training

We offer a wide variety of training modules to our clients. Please refer to the matrix below for an example of Legionella Training.

Training Module	Who Should Attend?		
	Site Manager	Site Chemist	Site Operatives
Legionella Awareness/Microbiology Origins (HSE Video)	Yes	Yes	Yes
Legislation & Regulation	Yes	Yes	Yes
Site Tour for Detailed Discussion of Plant	Yes	Yes	Yes
Cooling Tower & General Water Treatment Theory	Yes	Yes	Yes
Correct Sampling of Water	Yes	Yes	Yes
Cleaning & Disinfection Techniques & Safety	Yes	No	Yes
System Maintenance	Yes	No	Yes
Chemical/Microbiological Analysis	Yes	Yes	No
Interpretation & Corrective Actions	Yes	Yes	No
Risk Assessment Theory	Yes	No	No
Record Keeping & Annual Review	Yes	No	No

Scheduling of Units can be to suit, with more or less detail provided.

Note that this schedule covers cooling towers and domestic systems.

Separate coverage in detail of each type of system would require three days.

## Our Code of Conduct

WaterPro Environmental Limited operates its own Code of Conduct, which is aimed at providing our clients with high standards of service.

1. WaterPro Environmental Limited acts primarily as a service provider. We would like to emphasise the following important point - *The client is ultimately responsible in law for the systems in question.*
2. WaterPro Environmental Limited is competent to carry out the services provided. We will provide a supporting statement if required.
3. WaterPro Environmental Limited will only provide or recommend services that meet or exceed current legislative requirements.
4. WaterPro Environmental Limited will communicate effectively with the client. As part of the management process, we provide a Systems Manager folder in which all records should be kept.
5. WaterPro Environmental Limited operates a strict policy of 'health and safety first'. We would rather re-schedule a job than proceed in an unsafe manner.
6. WaterPro Environmental Limited staff members will always behave courteously and discretely while at your site. For your benefit, the findings of our work will be kept confidential.
7. WaterPro Environmental Limited will operate in, as far as possible, a self-sufficient way, bringing all equipment and tools required for the job.
8. WaterPro Environmental Limited has no power of enforcement. All services are offered in a strictly commercial and elective capacity only. We ask that due consideration is given to recommendations we make.
9. Financial liability is limited strictly to the value of the work in progress.
10. In the event that you have concerns about the quality of the work carried out we will be happy to negotiate a satisfactory resolution, including repeating the work, if required.

WaterPro Environmental Limited is a private company dedicated to improving awareness of water hygiene, water treatment and water management and chemical methodologies. We offer education and training to complement our services. Please ask us to clarify any issue by telephoning:

Help line: (0131) 440 1040

# WaterPro Environmental Limited

Water Hygiene - Water Treatment - Water Management



## Certificate of Registration

*WATERPRO*

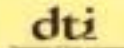
Registration No: 44679

Expiry date: November 2004

This certifies that the firm named above has met pre-qualification requirements appropriate to public and private sector procurement and as agreed with the Department of Trade and Industry. Approved work categories and corresponding notation values or specialisms as applicable are listed on a schedule attached to this certificate.

**Simon Kelleway**  
Constructionline Director

PO Box 6881, Bangor, Lancashire, BL21 7TN  
Tel: 0870 240 0152 Fax: 0870 162 7998 www.constructionline.co.uk



F086013

We are pleased to have pre-qualified for Constructionline under the category of Water Services Consultant.

**WaterPro Environmental Limited**

Water Hygiene - Water Treatment - Water Management

**FAX BACK FORM  
TO:  
0131-440-3141**

Please send us more information on your products & services.

Name:.....

Position:.....

Company:.....

Telephone:.....

Facsimile: .....

Company Address: .....

E-Mail: .....

**PLEASE ASK US FOR  
A FREE SITE SURVEY**

# WaterPro Environmental Limited

Water Hygiene - Water Treatment - Water Management

## Terms & Conditions for Sales & Service

### 1. Acceptance of Orders

An official order number or written instruction from you ("the Client") is necessary before we can process any order. In some circumstances, a verbal order will be acceptable, at the sole discretion of WaterPro Environmental Limited.

All orders that are accepted by WaterPro Environmental Limited ("WaterPro") (whether written or otherwise) are subject to our standard terms and conditions, set out below ("T's & C's") and which shall constitute the contract between the Client and WaterPro ("the Contract"). No other contract or conditions shall apply, even where it is stated on the Client correspondence or orders, unless it has been specifically itemised in writing and agreed and countersigned by an authorised WaterPro director.

### 2. Cancellation of Orders

Goods and/or services that are ordered and subsequently cancelled, or those ordered but not called off within 30 days, will be subject to cancellation charges, ranging from a minimum charge of costs incurred up to and including the full amount originally agreed. This Clause does not affect your statutory rights of cancellation as a consumer.

### 3. Prices

All prices will be subject to VAT at the prevailing rate free of all deductions or any set-off. There may be a minimum charge for small orders. Unless agreed in advance with WaterPro, all invoices require to be settled within 14 days of receipt.

### 4. Retention of Ownership

Notwithstanding the delivery of any goods or the passing of risk to the Client, title to goods shall pass to the Client only when all sums due by the Client under the Contract in relation to the supply of any other goods or services provided by WaterPro to the Client, whether invoiced separately or not, have been paid in full to WaterPro. The Client shall store all goods safely, in accordance with any advice or instructions of WaterPro, in compliance with all relevant statutory regulations and in such a way as to maintain the goods in substantially the same condition as that when they were delivered.

The Client shall maintain insurance cover for any goods on and from the date of delivery until title in the goods has passed to the Client. If the Client fails to implement or maintain any of its obligations under the Contract, or if WaterPro rescinds the Contract, WaterPro shall be entitled to recover possession of the goods without notice. WaterPro is empowered to enter any premises where WaterPro believes the goods may be stored, to search for the goods, mark them as subjects of retention and remove them. The Client shall co-operate fully with WaterPro to facilitate the identification or recovery of the goods.

### 5. Late Payment

If any sum payable to WaterPro in accordance with or in connection with the Contract in any other way remains outstanding for more than 14 days from the date of invoice or due date of payment (whichever the case may be), WaterPro reserves the right without prejudice to any other right or remedy to charge interest on such overdue sum on a day to day basis from the original due date until paid in full at a rate of 8% per annum above The Royal Bank of Scotland plc base lending rate in force from time to time, whether before or after any judgement. In addition to any interest payable on any fees or unpaid balance, WaterPro will charge for its reasonable administrative costs and, in the event that it is necessary for WaterPro to issue a letter or subsequent reminder, a charge of £10 for each such letter shall be added to the outstanding balance. If it becomes necessary for WaterPro to take steps actively to recover outstanding fees, the Client will be liable for WaterPro's reasonable administrative charges in so doing. Further, if any sum payable to WaterPro remains outstanding in accordance with this Clause, WaterPro shall be entitled to withhold delivery of any goods or services until such sums and any interest payable is paid in full by the Client.

### 6. Carriage & Delivery

Where applicable, WaterPro will charge delivery for all goods supplied, and this will be included in any invoice issued. Notification of non-delivery must be made within 7 days of the expected date of arrival. Time of delivery shall not be of the essence and any dates quoted by WaterPro for delivery of goods are estimates only. WaterPro cannot be responsible for any loss, damage or inconvenience suffered due to delayed delivery. Orders may be dispatched in one or instalments although goods delivered in instalments shall be deemed to have been sold under separate contracts subject to these T's and C's.

### 7. Right of Rescission

WaterPro shall be entitled immediately on becoming aware of any event of default to rescind the Contract without notice, or suspend any services or deliveries of goods under the Contract, require payment in advance of any delivery or recover the goods, without any liability to the Client; declaring that each of the following shall constitute an event of default: (i) the Client ceases to carry on business; (ii) the Client makes any voluntary arrangement with its creditors, becomes bankrupt or subject to an administration order, or goes into liquidation, or has a receiver appointed over any of its property or assets; (iii) WaterPro reasonably considers that any of the above events may occur in relation to the Client; and (iv) the Client fails to make full payment of all sums due in accordance with the Contract

### 8. Liability

(i) Nothing in the Contract shall exclude or limit WaterPro's liability for death or personal injury or any liability which cannot be excluded or limited by law.

(ii) Save as provided in section (i) above, but subject to sections (iii) and (iv) below, WaterPro does not accept and hereby excludes any liability for loss or damage to the Client's tangible property other than caused by WaterPro's negligence.

(iii) Save as provided in section (i) above, WaterPro shall have no liability to the Client for any of the "Losses" (as defined below) or damage (whether such Losses or damage were foreseen, foreseeable, known or otherwise) or any indirect, incidental, special, consequential loss or damage to the Client or any third party arising from any failure of the goods (or any part thereof) or any other services provided by WaterPro whether arising from the negligence of WaterPro or otherwise.

(iv) Save as provided in section (i), WaterPro's maximum and aggregate liability for any loss or damage arising out of or in connection with the Contract, howsoever arising, shall not exceed one and a half times the total aggregate price actually paid to WaterPro by the Client in accordance with the Contract. The Client is advised to ensure that they carry appropriate insurances in order to cover the "Losses".

"Losses" means loss of revenue, loss of actual or anticipated profits, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss resulting from a "Force Majeure" (as defined below), loss resulting from failure of old water systems and loss resulting from any delay, interruption or difference in the outcome of water services.

"Force Majeure" means strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, civil commotion, malicious damage, accident, fire, flood or storm.

### 9. Warranty

(i) WaterPro shall perform any services using reasonable care and skill.

(ii) Unless otherwise agreed in advance and in writing with WaterPro, all warranties in respect of equipment supplied are to be those of the relevant manufacturer and not by WaterPro.

(iii) Subject to section (ii), WaterPro warrants that all goods supplied will correspond with their specifications at the time of delivery but subject as follows: (a) WaterPro shall be under no liability in respect of any defect arising from ordinary wear and tear, wilful damage, negligence of the Client, abnormal conditions or use, failure to follow the instructions of WaterPro or the manufacturer, misuse, or alteration or repair of the goods by an unqualified or unapproved person, (b) WaterPro shall be under no liability under the warranty if the total price for the goods has not been paid by the due date of payment and (c) the warranty

# WaterPro Environmental Limited

## Water Hygiene - Water Treatment - Water Management

does not extend to parts or goods not manufactured by WaterPro, in respect of which the Client shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to WaterPro.

(iv) Subject to sections (ii) and (iii), WaterPro expressly does not warrant that the goods delivered will be suitable to the needs of the Client.

(v) All other warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by the law except where the goods are sold to or services are supplied to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977.

### 10. Copyright

Unless WaterPro expressly agrees otherwise the copyright in the original materials and reports that WaterPro generates for the Client belongs to WaterPro. However, the price the Client pays for the relevant materials and reports permits the Client to make use of those particular materials or reports for the limited purposes for which they were created. An assignment of copyright may be negotiated by the Client at an additional cost (although any such assignment is at WaterPro's sole discretion).

### 11. Waiver

No delay or failure by WaterPro in exercising or enforcing any of its rights or remedies under the Contract will prejudice or restrict its rights, nor will any waiver by WaterPro of rights operate as a waiver of subsequent rights.

### 12. Severability

In the event that any Clause of these T's and C's is held to be invalid by an authority having jurisdiction over these T's and C's, that Clause may be deleted from these T's and C's and the remaining Clauses shall continue to be, to the extent that they are unaffected by the deletion, valid and binding on the parties hereto.

### 13. Jurisdiction & Governing Law

The provisions of the Contract (including these T's and C's) shall be governed by and construed according to the law of Scotland and the parties hereto, prorogate the non-exclusive jurisdiction of the Scottish Courts.

# WaterPro Environmental Limited

Water Hygiene - Water Treatment - Water Management

## Insurances

The cost of commercial insurance has risen dramatically in the last two years. There are several reasons for this: for example, major events such as terrorism and natural disasters, as well as the general increase in costs and settlements under litigation when claims arise (“No Win, No Fee”). Further pressures have been the very poor performance of the stock market which has typically been used to underpin premiums, as well as the collapse of several major institutional businesses around the globe e.g. Enron and Arthur Andersen. WaterPro has no control over these increased costs of working. As a result, the cost of our own insurance has been subject to massive 200-300% increases, even although we have no claims and are experts in our field. Despite increases, we continue to carry quality insurance for the benefit of our clients.

1. WaterPro carries £10M of Employers’ Liability insurance for site works. In order to ensure safe working practices, the works under this contract will be subject to our own risk assessment and safe system of work, as well as a site-specific method statement. We require that you make all possible efforts to ensure that the working environment is safe for our employees under the Health & Safety at Work etc Act 1974. We will let you know if we have any reservations as work progresses and will work with you to ensure completion without incident.

2. WaterPro is pleased to offer Public Liability cover of £5M on this contract (and £5M on Products) secured at Lloyds of London. This cover is intended only for circumstances that are not reasonably foreseeable. In order to stay within the terms of the insurance, and minimise risk for all concerned, we must draw your attention to some basic requirements.

- Water Systems should be out of limits from all users during works. Our first preference is to carry out works when the building(s) are unoccupied. Otherwise, we will supply warning signs and carry out lockouts, if necessary.
- All potential risks of failure of water systems due to circumstances beyond our control are to be duly considered and covered by the client’s own insurance.
- Any matters of evident concern that come to the attention of either party are to be communicated without delay.

We recognise that it may not be possible to fulfil all of these conditions, in which case we require that you assume the responsibility for waiving them.

3. Dr Mike Allan of WaterPro offers professional indemnity (PI) cover of £1M on this contract, if appropriate. PI is intended only for the portion of work that involves advice or design. It must be requested by the client, and be an itemised cost on the invoice. A £2M indemnity (maximum amount that can be underwritten) is available upon request.

Thank you for working with us to minimise risk, to individuals and water systems. This will help keep the cost of working down for all concerned.