Alton Facility Services Ltd and Alton Pumps Ltd – Terms and Conditions of Sale and Service – v3.1

Version 3.1 – October 2026. These Terms apply to all goods and services supplied by Alton Facility Services Ltd and by Alton Pumps Ltd. They replace version 3 (September 2026) and the Terms of Business dated May 2025.

1. The contract

1.1 Your contract is with the company named on your quotation, order, invoice or Service Care Agreement: Alton Facility Services Ltd ("AFS", company no. 13411229) or Alton Pumps Ltd ("Alton Pumps", company no. 16939914). That company is "we" or "us" in these Terms. Pump service plans are supplied by Alton Pumps; treatment plant and drainage service plans are supplied by AFS. We supply goods, and carry out installation, commissioning, servicing, maintenance, repair, survey and call-out work ("the Services"), for our customers ("the Customer" or "you") on these Terms and Conditions ("the Terms").

1.2 The Terms apply to every quotation, order, invoice, Service Care Agreement and call-out, and take priority over any terms the Customer sends to us or that are implied by trade, custom or practice. They can only be changed in writing and signed by a director of the company you contract with.

1.3 The Customer is a "Consumer" if they buy wholly or mainly outside their trade, business, craft or profession. Some clauses apply only to Consumers or only to business customers, and say so.

2. Quotations and orders

2.1 A quotation is open for acceptance for 30 days from its date unless it states otherwise or we withdraw it earlier.

2.2 A contract is formed when we accept the Customer's order in writing, when the Customer signs and returns a Service Care Agreement, or when we start to supply the goods or the Services at the Customer's request, whichever is first.

2.3 The Customer is responsible for making sure the order, and any drawing, specification, quantity or site information it gives us, is complete and accurate, and for obtaining any consent, permit or planning permission the work needs unless we agree in writing to obtain it.

2.4 Quotations for Services are based on the information the Customer gives us and, where we have not visited, on the assumption that the site, access and existing equipment are suitable. If the work needs more time, labour, equipment or parts than quoted, we will tell the Customer and agree a variation before proceeding, unless the extra work is needed to make the installation safe.

2.5 Goods that are made, cut, programmed or ordered specially for the Customer ("Special Order Goods") cannot be cancelled once we have ordered or started to make them, except as clause 10 allows for Consumers.

3. Price and charges

3.1 The price is the price in our quotation or, if there is none, our price list or Labour Rates Schedule current at the date of the order. Prices exclude VAT, which the Customer pays in addition at the rate applying on the invoice date.

3.2 Unless we agree otherwise in writing, prices for goods exclude delivery, packaging, insurance and offloading. Where a price includes delivery it does not include offloading from the vehicle.

3.3 Unless a fixed price is quoted, the Services are charged at the labour rates in our current Labour Rates Schedule, plus parts, materials, plant hire and waste disposal. We do not charge a call-out fee or for travel. Labour is charged from arrival on site to departure in one-hour units, with a minimum of one hour per visit; any part of an hour is charged as a full hour. Time spent waiting for access, isolation or Customer instructions is chargeable.

3.4 Out-of-hours, weekend and bank-holiday rates apply to any part of a visit that falls outside normal working hours (Monday to Friday, 8.30am to 5.00pm), including a visit that overruns into out-of-hours time. Work needing more than one engineer, a specialist team, confined-space entry, lifting or safety equipment, traffic management or a tanker may incur additional charges.

3.5 We may increase the price of goods before delivery to reflect an increase in the cost to us from our manufacturer or supplier, or a change in the law, exchange rates, duty or carriage. We will tell the Customer in writing first. If the increase is more than 10% of the quoted price, the Customer may cancel the order for those goods by written notice within 7 days.

3.6 Where we incur extra cost, including storage, transport or insurance, because the Customer delays giving instructions, changes the order or fails to take delivery, the Customer pays that cost in addition to the price.

3.7 If the Customer cancels or postpones a booked visit with less than 24 hours' notice, or we attend and cannot carry out the work because of the Customer's act or omission (for example, no access, equipment not isolated, or the fault has been cleared), the visit is charged in full at the quoted price or, where no price was quoted, at the labour that would have applied.

4. Payment

4.1 Unless we have agreed a credit account in writing, payment is made in full, in cleared funds, with the order. Goods will not be ordered, released or delivered until payment has been received. For a call-out, payment is made when the visit is booked or, at the latest, on completion of the visit. For installation work, a deposit of 70% of the quoted price (or such other deposit as the quotation states) is payable with the order and the balance on completion. Service Care Agreements are payable in full, in advance, and cover does not start until payment and the signed agreement have been received.

4.2 Credit account customers pay each invoice in full within 30 days of the invoice date, without deduction or set-off. Where a contract is divisible, each period or instalment is invoiced separately and each invoice is payable in full on its own terms, regardless of any dispute about another period or instalment.

4.3 If a business customer pays late we may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. If a Consumer pays late we may charge interest at 4% a year above the Bank of England base rate from the due date until payment, before and after any court judgment.

4.4 If any sum is overdue, we may suspend deliveries and the Services, including cover under a Service Care Agreement, under this or any other contract with the Customer until it is paid, and treat the Customer as having ended the contract if it is still unpaid 14 days after we give written notice requiring payment.

4.5 We may recover from the Customer the reasonable costs of collecting an overdue debt, including legal and debt-recovery fees.

5. Delivery, risk and ownership of goods

5.1 Delivery dates and visit times are estimates only. Time is not of the essence, and we are not liable for loss caused by late delivery or a late visit, except where clause 11 says otherwise.

5.2 Delivery takes place when the goods are made available at our premises for collection, or when they arrive at the address the Customer gives us. The Customer must provide safe access and suitable means of offloading. Risk of damage to or loss of the goods passes to the Customer on delivery, even though ownership may not have passed.

5.3 If the Customer does not take delivery when the goods are ready, we may store them at the Customer's cost and risk and, after 30 days, sell them and account to the Customer for any surplus over the price and our costs.

5.4 The Customer must check the goods on delivery and tell us in writing within 3 working days of any shortage or visible damage, and within 7 days of any defect that a reasonable inspection would reveal. This clause does not limit a Consumer's statutory rights.

5.5 Ownership of the goods stays with us until we have received full payment, in cleared funds, of all sums

due for those goods and any other goods or Services we have supplied to the Customer. Until then the Customer must store the goods so that they can be identified as ours, keep them insured for their full price, and not remove or obscure any identifying mark. A business customer may resell or use the goods in the ordinary course of its business, but that right ends automatically if the Customer becomes insolvent or any sum is overdue.

5.6 If payment is overdue, or the Customer becomes insolvent, we may require the Customer to return the goods at once and, if the Customer does not, we may enter any premises where the goods are kept to recover them. The Customer pays our reasonable costs of recovery.

6. Service Care Agreements

6.1 A Service Care Agreement provides the number of planned maintenance visits a year stated in the agreement for the equipment listed in it. It does not include call-outs between visits, repairs or parts unless the agreement says so.

6.2 Prices in a Service Care Agreement are based on the suitability of the existing equipment, including pumps and control panels. Suitability is assessed at the first visit, and we may revise the price or decline to cover equipment we find unsuitable.

6.3 During a visit we may replace minor items up to £150 excluding VAT without a separate order, and invoice them at our standard prices. Anything above that limit will be quoted for the Customer's approval first.

6.4 The agreement runs for 12 months from its start date and renews automatically for further 12-month periods. It can only be ended by written notice, and the Customer must give at least 3 months' written notice before the renewal date to stop it renewing. Renewal prices may increase in line with inflation and our costs. Fees are not refundable if the Customer ends the agreement early, except where clause 10 gives a Consumer a right to cancel.

6.5 We will offer visit dates within the agreement year. If the Customer does not make the site available after two reasonable offers, that visit is treated as taken.

7. Carrying out the Services and the Customer's obligations

7.1 We will carry out the Services with reasonable skill and care, in line with relevant manufacturer's instructions, British Standards and health and safety law, using suitably trained engineers. We may use suitably qualified subcontractors and remain responsible for their work.

7.2 The Customer must give us safe and unobstructed access to the site and the equipment at the agreed times, tell us of any hazard, buried service or asbestos we may encounter, provide electricity, water and welfare facilities free of charge, and isolate the equipment or arrange downtime where we tell them it is needed. Chamber covers, lids, hatches and grilles must be accessible; where they are seized, buried, overgrown or need mechanical lifting, we may charge for the extra time and equipment.

7.3 We may stop work and leave site if we consider conditions unsafe. Time already spent is chargeable.

7.4 We are not responsible for the condition of existing equipment, pipework, cables, drainage or structures that we have not installed, nor for latent defects in them that our work reveals, unless the defect was caused by our negligence. The Customer is responsible for anything they, their staff or contractors do to the equipment between our visits.

7.5 We will leave the site clean and tidy and remove our own waste. Disposal of sludge, contaminated water or Customer waste is charged separately.

8. Warranty on goods and guarantee of workmanship

8.1 Parts and equipment we supply carry the manufacturer's warranty of 12 months from the date of delivery against defects in materials and workmanship. We guarantee our own workmanship for 12 months from the date the work is completed. No longer or wider warranty is given unless we agree it in writing.

8.2 The parts warranty applies only if the goods have been installed, commissioned and serviced in line with the manufacturer's instructions, and serviced by us at the manufacturer's recommended intervals. Servicing

by anyone other than us, or a missed or overdue service, ends the warranty. Our service records will be used to confirm a claim.

8.3 Neither the warranty nor the guarantee covers fair wear and tear, wilful damage, negligence, abnormal working or site conditions, failure to follow the manufacturer's instructions, misuse, blockage or foreign objects, power supply faults, interference by others, or alteration or repair without our written approval. Consumable items such as seals, filters and floats are excluded. Where we repair a fault on equipment we did not install, the guarantee covers only the specific repair we carried out.

8.4 If goods or work do not meet the warranty or guarantee and the Customer tells us within the relevant period and, where we ask, returns the goods to us, we will at our option repair or replace them or refund the price. This is a business customer's only remedy for breach of the warranty or guarantee. Labour and carriage to remove and refit goods under the parts warranty are chargeable unless we agree otherwise in writing.

8.5 Where parts are supplied by the Customer, we warrant our workmanship only.

8.6 Nothing in this clause affects a Consumer's statutory rights under the Consumer Rights Act 2015.

9. Returns

9.1 Business customers may return standard stock goods only with our prior written agreement, within 14 days of delivery, unused and in their original packaging. We may charge a handling fee of up to 20% of the price, and the Customer pays return carriage. Special Order Goods cannot be returned unless they are defective or clause 10 applies.

10. Consumer right to cancel

10.1 A Consumer who orders goods or agrees to the Services online, by telephone, by email or away from our premises may cancel for any reason within 14 days, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: for goods, within 14 days of the day they receive them; for Services, within 14 days of the day the contract is made. To cancel, the Consumer must tell us clearly in writing by email (info@altonfs.com for AFS, sales@altonpumps.com for Alton Pumps) or by post to the address at the end of these Terms.

10.2 Goods must be returned to us within 14 days of cancelling, at the Consumer's cost unless they are faulty. We will refund the price and standard delivery charge within 14 days of receiving the goods back or proof of their return, less any loss in value caused by handling beyond what is needed to inspect them.

10.3 If the Consumer asks us in writing to start the Services within the cancellation period, they may still cancel but must pay a proportion of the price for the work done up to the time they tell us. Once the Services are fully performed, the right to cancel ends.

10.4 The right to cancel does not apply to Special Order Goods made to the Consumer's specification or clearly personalised, to goods sealed for hygiene reasons once unsealed, or to emergency call-outs that the Consumer expressly asks us to attend at once, once we have attended.

11. Liability

11.1 Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud, or for any other liability that cannot be limited or excluded by law.

11.2 Subject to clause 11.1, we are not liable to a business customer for loss of profit, loss of business, loss of contract, business interruption, loss of use, or any indirect or consequential loss, however arising.

11.3 Subject to clause 11.1, our total liability to a business customer under or in connection with a contract, whether in contract, tort, breach of statutory duty or otherwise, is limited to the greater of the price paid for the goods or Services concerned in the 12 months before the claim and £5,000.

11.4 Subject to clause 11.1, we are not liable to a Consumer for loss that was not foreseeable when the contract was made, or for loss arising from use of the goods or equipment for a business purpose.

11.5 We are not liable for flooding, pollution, damage or loss caused by equipment failure between visits, or by a fault we were not asked to attend, unless caused by our negligence. We hold public and employer's liability insurance and will provide details on request.

11.6 We are not liable for any failure or delay caused by an event beyond our reasonable control, including failure of a supplier or carrier, severe weather, flooding, strike, epidemic or act of government. If such an event lasts more than 60 days, either party may cancel the affected order by written notice.

12. Personal data

12.1 We use the Customer's personal data only to perform the contract, manage the account and meet our legal duties, in accordance with UK data protection law. Our engineers may take photographs of the equipment and site for the job record. Our Privacy Notices at www.altonfs.com and www.altonpumps.com explain how we handle personal data and the Customer's rights.

13. General

13.1 These Terms, the quotation, the invoice and any Service Care Agreement are the whole agreement between the parties. Each party confirms it has not relied on any statement not set out in them.

13.2 If any part of these Terms is found to be invalid or unenforceable, the rest continues in full force. A delay or failure by us to enforce any right is not a waiver of that right.

13.3 The Customer may not transfer the contract or any right under it without our written consent. No one other than the parties has any right to enforce the contract under the Contracts (Rights of Third Parties) Act 1999.

13.4 The laws of England and Wales apply to these Terms and the contract. Any dispute will be dealt with by the courts of England and Wales, except that a Consumer living in Scotland or Northern Ireland may also bring proceedings in their own courts.