



uRisk

Safety Services

Terms of Service

Welcome to uRisk

uRisk Water Hygiene is a nationwide water hygiene specialist with over 25 years' experience. Our team of engineers are strategically located throughout the UK to offer you local support and excellent water customer service.

As water hygiene specialists we service any premises that has access to a water supply. So, whether you work in commercial offices, healthcare, medical centres, dental practices, care homes, education, local council, accommodation, or any other industry, we're here to help.

At uRisk we believe people are at the heart of our business. It is through this team spirit that we can create an exciting environment for our team to excel and our customers to enjoy superb water hygiene customer service. This is why when you choose uRisk you choose a water hygiene company you can rely.

We are members of the Legionella Control Association for the following services

- Legionella Risk Assessment Services
- Hot and Cold Water Monitoring And Inspection Services
- Cleaning and Disinfection Services
- Training Services
- Legionella Monitoring Services
- Plant and Equipment Services

Key Features

- Customer Safety (Safe Contractor, Construction Line, DBS Checked, Safeguarding)
- UKAS Laboratory Analysis
- Interpretation of Analysis
- Qualified and Trained Personnel
- Fully Insured

LCA Membership

For more information about the LCA's Code of Conduct please visit –

- [LCA Certificate](#)
- [LCA Code of Conduct for Service Providers](#)



Terms of Service Summary

The following terms of service identifies important notices within uRisk's terms and conditions. For full terms and conditions please visit the terms and conditions section. By raising a purchase order, accepting a quote, or paying an invoice you agree to uRisk's full terms and conditions and the following terms of service:

- 1. Responsible person** – or person arranging the appointment must be present during the appointment to assist our team with completing works accurately, to understand the water systems present, and question and answer current control measures including the water logbook record keeping. This person will also be the person that immediate concerns are issued to.
- 2. Documentation** - the responsible person must be present to provide the water logbook and all record keeping. There will be an additional charge for changes made to the risk assessment where the responsible person is not present on the day to discuss the water logbook and record keeping. The responsible person must be the person to sign off works on the day, if not an addition charge will apply to make water logbook updates to the risk assessment.
- 3. Additional Works** - if the scope of works is exceeded, additional fees will apply. An additional visit is likely to be required, as to not impact other customer appointment times on the day.
- 4. Access** - please ensure all areas requiring access, including tanks, are safe and clear to access. To avoid impacting customer appointments, our engineers are not permitted to wait for access to be made safe and clear. If the customer is unavailable for whatever reason on the day of attendance for the works to be carried out, the appointment will be chargeable. Engineers are not permitted to enter tanks without a tank fitted ladder provided by the customer.
- 5. Cancellations** - must be made in writing (email is acceptable) at a minimum of 5 working days prior to booking date in order to avoid 100% cancellation fees. The cancellation is only valid with uRisk's acceptance of the cancellation.
- 6. Contract Cancellations** – you are provided with a 14 day cooling off period from the start date of a Service Level Agreement, where you may cancel your contract free of charge and no obligation. Beyond 14 days you must strictly pay the outstanding amount of your contract term in full for the full duration of the contract should you wish to cancel your Service Level Agreement contract. This contract will roll-on automatically past the committed end date of the initial term unless you information us of you wish to cancel providing at least one months' notice in advance.
- 6. Abort Fees** - should the scope of works be aborted for any reason on the scheduled day of attendance by the customer, the full invoice fee will apply. Failure for monitoring customers to provide a monitoring visit date, and subsequent non-attendance as required as per the contract will result in the full invoice fee being applied.
- 7. Report Delivery** - all reports will be delivered by email in a PDF format to the contact we have on file. Often this is the person that made the enquiry, or as requested in writing.
- 8. Health and Safety** - all relevant health and safety information must be shared with uRisk before starting works. uRisk will undertake their own Health and Safety Site Risk Assessment but this will be with limited knowledge. This is why we ask that any Health and Safety Assessments are issued to our team. This includes Asbestos Registers.
- 9. Repetition** - if it has been agreed that a percentage of the area/premises is to be assessed the default percentage is 10% unless agreed otherwise in writing.
- 10. Unavoidable Omissions** - in the event that a key asset or risk area is unobtainable due to access. This asset and/or area will be recorded within the report with recommendations to provide access with photos, and a re-visit will be required at an additional fee to complete the assessment.
- 11. Service/Maintenance** - parts are not included in any service and will be charged at an additional rate.
- 12. Complaints/Damage** – Please visit urisk.co.uk/complaints to raise a complaint. If, after uRisk has carried out works, the customer is not wholly satisfied with the works uRisk is responsible for then the customer shall give notice in writing within 14 working days and shall afford uRisk the opportunity of both inspecting such works and carrying out any necessary remedial works if appropriate. The customer accepts that if he/she fails to notify the uRisk aforesaid within 14 days then uRisk shall not be liable in respect of any defects in the works carried out. Under no circumstances is it agreed that uRisk will pay for any third party fee's if arranged without authorised sign off by uRisk directors.
- 13. Third Party Refunds** – refunds are not provided for third party inaccuracies that differ from the agreed scope of works, in the raised invoice, during or post site visit.



Written Agreement

Quotes/Invoices and Service Level Agreements (SLA) where applicable form part of a Written Agreement identifying those services covered by the LCA member (uRisk) and indicate those which should be provided by the service user to comply with the law, regulation, ACOP and LCA standards for service delivery.

Only those services identified within the Quote/Invoice and/or SLA will be covered by the service provider (uRisk) and all other tasks/services should be provided by the customer.

Record Keeping

Visits will be logged in the water logbook along with recorded tests, measurements, and findings. Any anomalies or instance of non-compliance will be reported and logged here within the communications records unless recorded online by uRisk.

The responsible person will be responsible for ensuring the water logbook and all records are available upon site visit. They will also ensure all issues highlighted within the logbook will receive further attention, investigation, repairs or remedial actions to restore compliance and safe operation/ conditions all as per ACoP L8/ HSG 274 and any other statutory requirements (Health and Safety at Work Act, etc.).

Both the service provider and customer (duty holder and/or responsible person) must keep all records for a minimum period of 5 years. Safe keeping of the water logbook is the customer's responsibility and not the service providers once delivered to the customer. All records must be printed and placed within the water logbook when delivered by email in PDF format.



Legionella and What you Must do to Comply with the Law

If you are an employer, or someone in control of premises, including landlords, you must understand the health risks associated with legionella. This section can help you to control any risks.

1. The duty holder must ensure there is a **Legionella risk assessment, a written scheme, which may include a sampling programme** record that includes all systems where water is stored or used in any premises controlled by the duty holder (COSHH Regs). This risk assessment should be regularly reviewed to ensure it is valid and reassessed when required. (See L8 paras 32 and 47). And should be made available to the LCA member to design an appropriate sample plan.
2. Any invitation to potential service providers to quote/tender for Legionella risk assessment services should have a clear **scope of work defined** by the duty holder or their representative.
3. Make reasonable enquiries of the service provider regarding proof of **competence** of individuals involved in carrying out the Legionella risk assessment e.g., provision by the service provider of training records, competence evaluations, examples of previous work, etc. (See LCA Buyers Guide 702.17 06-17)
4. **Schematic diagrams** and **asset registers** should be available in order to inform and help the risk assessor (See L8 paras 38 and 40). Pipework engineering drawings may be too detailed to allow simple communication of Legionella risk, but schematic diagrams must show detail relevant to Legionella control.
5. The findings of the risk assessment including the required corrective actions and the control measures should be implemented. The output from the scheme of control should be **recorded** and used in any subsequent review of risk.
6. A **written scheme of control** should be produced and maintained and the output from this should be recorded and used in any subsequent review of risk.
7. **Regular reviews** of the effectiveness of Legionella control activities should be carried out to verify the written scheme of control remains adequate.
8. The duty holder should have **change management procedures** and/or regular review procedures should be in place to determine if the existing risk assessment remains valid, suitable and sufficient. If it is not, then a reassessment of the risk is required.



Legionella and your Legal Requirements

Duties under The Health & Safety at Work Act 1974 (HSWA) extend to risks from Legionella arising from work activities. In addition, harmful micro-organisms (biological agents) are subject to the Control of Substances Hazardous to Health Regulations 2002 and Amendment 2003 and 2004 (COSHH) and management responsibilities - The Management of Health and Safety at Work Regulations 1999 (MHSWR). A full list of the hierarchy of legal, guidance and British Standard documents are outlined below:

- The Health and Safety at Work Act (HSAWA)
- The Management of Health and Safety at Work Regulations (MHSWR)
- The Control of Substances Hazardous to Health Regulations (COSHH)
- The Notification of Cooling Towers and Evaporative Condensers Regulations
- ACoP and Guidance L8
- HSG 274 Technical Guidance Part 1-3
- BS 8580-1 Water Quality – Risk Assessments for Legionella Control
- HTM 04-01 Safe Water in Healthcare
- HTM 01-05 Decontamination in Primary Care Dental Practices
- HSG 220 Care Homes
- HSG 282 Spa Pools
- INDG 458 Legionnaires Disease - A Brief Guide for Duty Holders
- BS 7592 Sampling for Legionella Bacteria in Water Systems

For more information on your requirements as listed above please visit - <https://www.urisk.co.uk/support/>



Water Hygiene and Legionella Services

The full list of Legionella services below are sold separately except for 'Hot and Cold Water Monitoring and Inspection Services' that come as a monitoring package.

- **Legionella Risk Assessment Services**
 - Legionella Schematic Drawings
 - Water Logbook (including written scheme)
- **Training Services**
 - Legionella Awareness Course
 - Monitoring Training Course
 - Online Legionella Awareness Course
- **Hot and Cold Water Monitoring And Inspection Services**
 - Weekly Flushing
 - Weekly Water Softener Level Checks
 - Monthly Temperatures
 - Remote Monitoring
 - Quarterly Descaling
 - Quarterly Re-Circulating Return Loop Temperatures
 - Quarterly POU Legionella (inc. legionella sampling)
 - Six Monthly Expansion Vessel Flushing
 - Six Monthly Filter Servicing
 - Six Monthly Ultraviolet Light Inspection
 - Annually Review
 - Annually Cold Water Storage Tank (CWST) Inspection
 - Annually Hot Water Cylinder (HWC) Inspection
 - Annually Combination Water Heater (CHW) Inspection
 - Annually TMV Service
 - Annually Representative Temperatures
 - Annually Water Softener Service
 - Annually Legionella Sampling
 - Other Risk Systems
- **Cleaning and Disinfection Services**
 - Cold Water Storage Tank (CWST) Clean and Disinfection
 - Fully System Disinfection
 - New Mains Supply Disinfection
 - Thermal Disinfection
- **Legionella Monitoring Services (Water Sampling Analysis)**
 - Chemistry Sampling
 - Microbiological Sampling
 - Legionella Sampling
 - TVC Sampling and more
- **Plant and Equipment Services**
 - Legionella Remedial Works
 - Plumbing and Installations
- **Other Services**
 - Closed System Analysis & Dosing
 - Boiler Service
 - RPZ Valve Commissioning and Compliance Testing
 - Pump Inspections
 - Reverse Osmosis
 - Water Dispenser



Legionella Risk Assessment Services

1. Reported information (not directly observed by the assessor) will be listed within the report as third party information.
2. Inaccessible areas are excluded from the risk assessment.
3. An executive summary is to be for individual sites and not multiple sites for project summaries where there are multiple legionella risk assessments.
4. A legionella risk assessment reviews the risk of exposure to Legionella bacteria only, discounting all other pathogens.
5. A legionella risk assessment is sold as an independent service and does NOT include any other services. All other services are sold separately such as water samples, water logbooks and schematics, as well as remedial works, training, and the full list of water hygiene and legionella services.
6. All legionella risk assessments are visual inspections only and is reliant upon the responsible person being present and their knowledge of the water system and is based on the information available on the day of attendance. This may lead to differences or inaccuracies between the legionella risk assessment and the actual risks present and is solely of the responsibility of the customer.

Schematics

The schematic service uRisk provides is a basic, estimated, non-technical drawing to show what the water systems comprise of, as viewed on site attendance and should not be relied on as an exhaustive record. Where possible pipe relationships will be identified. Schematics are limited to the access, visibility, and third party historic schematics available on the day of the legionella risk assessment.



Hot and Cold Water Monitoring and Inspection Services

It is the responsibility of the duty holder and responsible persons to arrange for legionella monitoring and inspection services. It is the customer's responsibility unless specified in a Service Level Agreement, which will identify the task responsibilities for both the service provider and the customer.

Water logbooks issued to the customer by the service provider rely on the accuracy of legionella risk assessment and/or information provided by the customer. Any information omitted from the legionella risk assessment or in communication is of the sole responsibility of the customer.

The customer must ensure the following for hot and cold water monitoring and inspection services:

- Have a risk assessment and written scheme of control in place, which includes a programme of monitoring and inspection and to make this available to the service provider
- Make systems available for monitoring and inspection to enable the service provider to plan and execute the service
- Ensure safe access for monitoring and inspection is provided
- Ensure that tasks allocated to them are completed
- Adhere to the agreement regarding definition of scope and any responsibility implied

Communication

- Failures under the responsibility of the customer must be recorded within the water logbook communications section, the record section, and emailed to the service provider
- Failures under the responsibility of the service provider will be reported within the water logbook communications section, the record section, and emailed within an electronic PDF report to the customer post visit

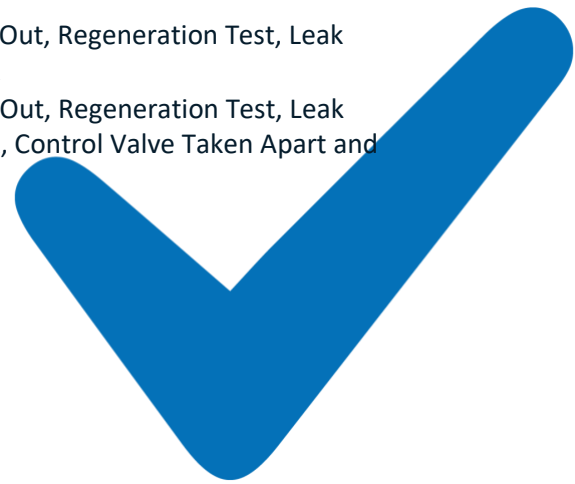
Reporting Format

- PDF

Water Softener Service

Below outlines the services included within each of our water softener service levels:

- **Basic Water Softener Service** - Isolate, Hardness Test In/Out, Regeneration Test, Leak Inspection
- **Standard Water Softener Service** - Isolate, Hardness Test In/Out, Regeneration Test, Leak Inspection, 50kg Salt, Resin Cleaner 1L max, Clean Brine Tank
- **Premium Water Softener Service** - Isolate, Hardness Test In/Out, Regeneration Test, Leak Inspection, 50kg Salt, Resin Cleaner 1L max, Clean Brine Tank, Control Valve Taken Apart and Lubricated, Parts Not Included



Monthly Temperatures

Monthly temperatures are to be taken manually until uRisk Remote Monitoring services goes live. All installation and removal costs are included in the monthly subscription fee.

Important

- All monthly temperature monitoring will be undertaken manually until remote monitoring equipment is live and working. At this stage all manual temperature monitoring will be replaced with remote monitoring
- The identified LRA MTPs will be monitored only or as agreed in this SLA contract
- It is the responsibility of the Customer to identify any Monthly Temperature Points that have not been covered by this SLA
- All remote monitoring equipment including but not limited to gateways, probes, sensors and the like are owned by uRisk at all times, regardless of whether they are installed in the customer's property
- Access must be provided for installation and removal of all equipment in a timely manner of 14 days from request
- Should remote equipment fail to work due to customer site related issues such as: equipment being knocked, turned off, damaged, etc. This is of the responsibility of the customer to pay for a replacement and cost of installation as determined by uRisk
- Should remote equipment fail to work due to hardware this will be reviewed and repaired by uRisk should our findings be that there is no hardware damage cause by site
- Where possible uRisk will aim to remotely assist the customer with site issues first
- Remote monitoring is reliant on good Wi-Fi connection. The customer is responsible for Wi-Fi connection and issues. Where a call out is required to re-connect hardware there will be an additional charge that falls outside of any Service Level Agreement
- Where signal issues continue and Wi-Fi connection is not suitable, a second gateway may be required for installation which is chargeable outside of any Service Level Agreement
- **uRisk may provide manual monitoring at its discretion in replacement of remote monitoring where it deems necessary or due to technical issues**

Communication

- Failures of monthly temperatures are to be recorded on Logbookly software and are to be communicated by notifications as and when they occur
- Failures fall under the responsibility of the customer to ensure that non-conformances are rectified in a timely manner

Reporting Format

- Logbookly Software



Cleaning and Disinfection Services

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

1. Inform all occupants that the water supply will be interrupted for the duration of the works which typically falls between 3-5 hours but may take longer
2. Ensure that all areas of pipework to be disinfected is clear and accessible and are not capped off or considered dead legs. The chemical must be available to exit all areas of the water system. Special attention should be applied if the customer is on a building site, all outlets must be installed and in operation otherwise a full abort or part works will be completed only
3. 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
4. Make systems available for cleaning and disinfection if required with adequate notice to enable the LCA Member to plan and execute the service
5. Ensure safe access for inspection and cleaning is provided. Engineers are not permitted to enter tanks without a tank fitted ladder provided by the customer.
6. Adhere to the agreement regarding definition of scope and any responsibility implied
7. Ensure any necessary discharge consent is in place for effluent generated during the clean and disinfection process
8. Unlimited time must be given until works are safely completed with unlimited access to the building
9. Samples after a clean and disinfection should be taken 2-7 days after clean and disinfection service. You must instruct uRisk to undertake sampling separately, there will be an additional charge to return to site for sampling. If the instruction is not provided sampling will be undertaken on the same day which may lead to inaccurate results
10. It is the sole responsibility of the customer to arrange effluent and waste disposal permits.

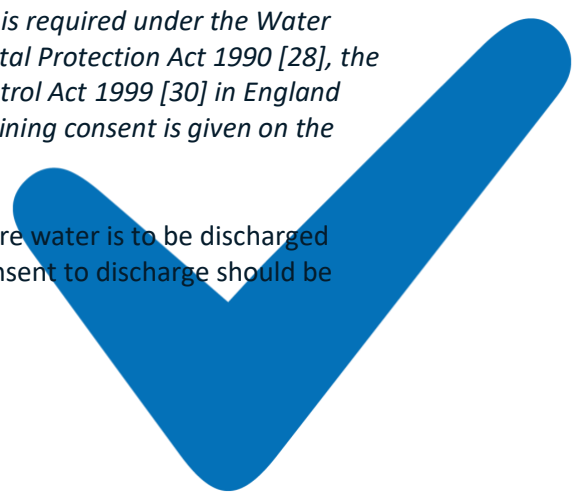
Protecting the Environment (Effluent and Waste Disposal)

Before water is discharged to the environment, the following steps should be taken by the customer:

1. Identify suitable methods for safely discharging waters used for remedial cleaning, normally to foul sewer
2. Establish whether there is an existing discharge consent or whether an additional consent is required, and who is responsible for obtaining the license
3. Identify which discharge consent is necessary and the appropriate authority to give this, allowing sufficient time for consent to be granted –

NOTE Water UK has produced Technical Guidance Note 14 (TGN 14) Disposal of chlorinated water [24]. Consent to discharge a trade effluent to a foul sewer is required under the Water Industry Act 1991 [15], the Water Act 2003 [27], the Environmental Protection Act 1990 [28], the Environment Act 1995 [29] and the Pollution Prevention and Control Act 1999 [30] in England and Wales. For Scotland and Northern Ireland, guidance on obtaining consent is given on the Net Regs website. 8)

4. Advise the building owner/occupier that this is being done. Where water is to be discharged into a water course or into a drain leading to a water course, consent to discharge should be



obtained from the appropriate authority, i.e., Environment Agency in England and Wales, the Scottish Environmental Protection Agency in Scotland or the Department of Environment for Northern Ireland in Northern Ireland.



Training Services

For the purpose of legionella control and management, training should be undertaken by the responsible persons to help you understand your responsibilities. To help you meet legionella compliance you should:

1. Assess the training needs and requirements of your own staff
2. Complete regular reviews of own staff training records
3. Complete regular competence assessments for specific tasks and identify further training requirements and format, e.g., theory, practical, etc.
4. Determine if the content of any training offered meets the requirements

Training Identification

Training requirements will be identified by either:

- A legionella risk assessment - to confirm if training has been undertaken
- Where there is no legionella risk assessment - training will be recommended

Training Needs

- Legionella Awareness Course Online is recommended as initial training for anyone who has not undertaken prior training and may be undertaken online in a location that suits you
- Legionella Awareness Course (in-class) is recommended as more in-depth training for anyone who has undertaken online training but displays further training needs in their record keeping. The venue will be at uRisk training locations suitable for a classroom training environment.

Training Course Contents

For course content information on legionella courses please visit –

- [UR1-O: Legionella Awareness Training Course \(Online\)](#)
- [UR1: Legionella Awareness Training Course \(Classroom\)](#)

Training Group Sizes

uRisk places great importance of quality of training. It is for this reason we limit the number of candidates to 5 to ensure levels of attention to all delegates is given for a high level of one to one interaction and training.

- Legionella Awareness Course Online – independent
- Legionella Awareness Course – limited to 5 candidates



Legionella Monitoring Services (Sampling)

Sampling Plan	
Equipment	Phone (+camera), disinfectant (chlorine 10,000 mg/l, 1:10 dilution at 10-14% available chlorine), pen, spanner, sterile sample bottles (0.5L), thermometer
PPE	p3 mask (medium to high risk premises or where confirmed legionella present), disposable gloves (for dip samples)
Standard/Guidance	BS 7592:2022
Scope of Works	
<p>Reasons for Sampling for Legionella</p> <ul style="list-style-type: none"> • LRA indicates a risk from Legionella proliferation • Non-Conformances during Legionella monitoring • Legionella Positive results requiring additional sampling • High Risk Premises such as healthcare with vulnerable persons • Outbreak of Legionellosis <p>Sampling should be carried out in accordance with BS 7592 <i>Sampling for Legionella organisms in water and related materials</i>.</p> <p>The complexity of the system will need to be taken into account to determine the appropriate number of samples to take to ensure the sample is representative of the water flowing around the system and not just of the area downstream of the fitting.</p>	
<p>When to Sample for Legionella</p> <ul style="list-style-type: none"> • Routine Sampling – annually or as per guidelines for increased monitoring • Commissioning or Re-commissioning – 2-7 days post commissioning/re-commissioning • Legionella Risk Assessment – post legionella risk assessment, and as soon as possible • Non-conformances – post monitoring fails, and as soon as possible • Clean and Disinfection – 2-7 days post clean and disinfection • Positive Results – post positive results, and as soon as possible 	



Identification of Sampling Locations

LRA available - samples will be taken from the MTP (sentinels) or sample locations as identified within the LRA.

LRA not available - the customer is to be advised one should be obtained. If the customer instructs uRisk to proceed without a risk assessment, then samples will be based on the customers instruction as per invoice.

Routine Sampling for Legionella or where there is no LRA:

- Water Supply
- Infrequently Used Outlets
- MTP/ Sentinel Points
- CWST
- Water Heaters

Non-Routine Sampling for Legionella should be taken from all areas in the routine sampling as well as any risk areas identified in the LRA or monitoring.

Limit of Detection Required and Sample Volume

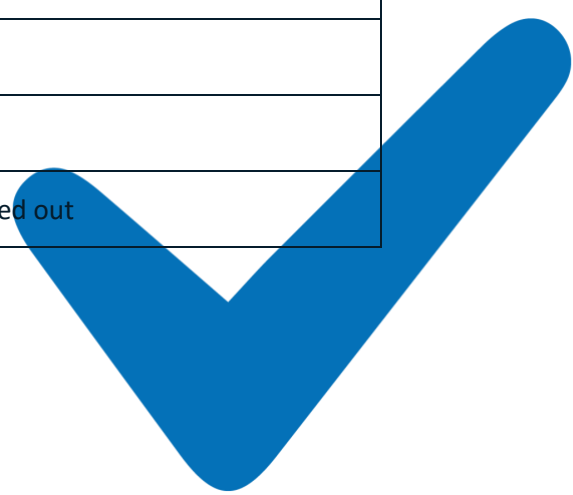
The limit of detection is based on the location of the sample and restrictions implemented by UKAS for timeframes, etc. The sample volume is 0.50L and must be doubled in its calculation for 1.00L for true values. This is highlighted within the sample report.

Communication

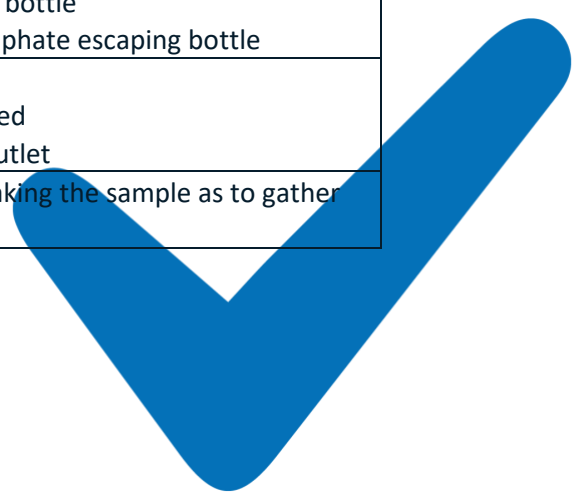
- Booking confirmation is sent via email
- Results received from lab, pre-lim results at 7 days and final results at 14 days
- Results emailed in PDF format post quality check after transfer to uRisk Sample Report

Pre-Service

1. Open app > job > take **Site Photo**
2. Review **Agreed Scope of Works**
3. Undertake **Job Risk Assessment** for health and safety
4. Explain to the **Responsible Person** the Scope of Works to be carried out



5. Request Logbook and fill in as you work	
Method Statement	
01. Sample data to be inputted as follows onto:	
Sample Bottle <ul style="list-style-type: none"> • Reference (UR001) • Date (01/01/2023) • Engineer (Luke) • Customer (Tesco) • Floor (F1) • Location (Kitchen) • Sample Type (LP = Legionella) • System (Hot) • Temp °C (52°C) 	Sample Database <ul style="list-style-type: none"> • Reference (UR001) • Date (01/01/2023) • Time (12:00) • Engineer (Luke) • Customer (Tesco) • Floor (F1) • Location (Kitchen) • Sample Type (LP = Legionella) • Sample Reason (Risk Assessment) • Sample Method (Pre-Flush) • System (Hot) • Temp °C (52°C)
3. Open sample bottle, placing lid bottom up to avoid contamination.	
4. Undertake sampling as follows. Avoid sampling mixer taps where possible. Only put one sample point into a single bottle unless instructed for snapshot sample. Run the outlet slowly as to avoid aerosol, ensuring the correct PPE is worn as required.	
Sample Types Instructions	
Pre-Flush	<ul style="list-style-type: none"> • Aerator kept on and no disinfectant used • Collected immediately after opening outlet
Post-Flush	<ul style="list-style-type: none"> • Aerator removed • Collected after running outlet for 1 minute
Dip Samples	<ul style="list-style-type: none"> • Immersed in water • Alcoholic wipe should be used to clean bottle • Dipped upright to avoid sodium thiosulphate escaping bottle
Biofilm Samples	<ul style="list-style-type: none"> • Immersed in water • Alcoholic wipe should be used to clean bottle • Dipped upright to avoid sodium thiosulphate escaping bottle
Samples of Other Materials	<ul style="list-style-type: none"> • E.g., sediment, effluent and sewage • Aerator kept on and no disinfectant used • Collected immediately after opening outlet
5. Take the temperature of the CWST or outlet immediately after taking the sample as to gather the temperature matching the sample bottle.	



6. Where required, close the lid tightly to the tank or close the tap fully.

7. Ensure **all areas left clean and dry**.

8. **Record keeping** of the service to be placed within the water logbook and on the site report. Reports to complete include visitor records, service records, communication records for failed items.

9. Transport of Samples and Temperature

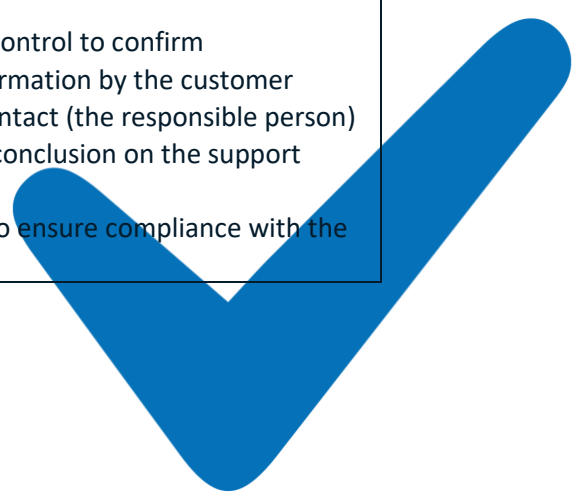
Samples are collected and transported in new, unused, or pre-sterilised capped bottles. Plastic containers are used to transport bottles safely to the vehicle where bottles are stored in racking at room temperature. With hot and cold samples stored separately.

10. Delivery of Samples to the Lab

As soon as is practical from the point of sampling. Samples should begin analysis, ideally within 24 hours but certainly within 48 hours from sampling.

Laboratory Result Reporting

1. Sample bottles are assigned to sample reference numbers on shared database
2. Interim results are populated after 7 days of delivery, a full report at 14 days, within 24 hours of results
3. Certificates are issued via email, PDF
4. A robust quality control procedure is in place to ensure that the sample results are correctly transcribed, and all data transferred from the original certificate is included. The procedure is as follows -
 - Original UKAS sample report is received
 - Admin team process and transfer to uRisk template
 - Quality Control then review both the original and uRisk's Sample Report template
 - Both reports are then stored for record keeping
 - The uRisk Sample Report template is emailed to the customer
5. Verification and Quality Control:
 - All required visits are done to schedule. Any visits not completed are identified on the job database and rescheduled
 - Appropriate recommendations have been made for results as per the guidelines in HSG 274 Part 1-3
 - Required samples are completed and reviewed by Quality Control to confirm
 - Results are understood and interpreted correctly with confirmation by the customer
 - Appropriate corrective actions are advised to the agreed contact (the responsible person)
 - Significant non-conformances are recorded and tracked to conclusion on the support database
 - A representative proportion of output must be monitored to ensure compliance with the above and is reviewed annual on the internal audit.



Interpretation of Legionella Results		
Result	Guidelines	Health & Safety
Legionella Not Detected	<p>Your microbiological sample did not detect the bacteria tested for in the location the sample was taken from.</p> <p>This does not completely eliminate legionella being present in your water system. To fully understand the risk of legionella in your water system a true representation of samples from your water system should be taken including: Water Supply, Infrequently Used Outlets, MTP Points, CWST, Water Heaters, Risk Areas. If this has taken place, it's unlikely legionella was present at the time of the sample.</p>	<p>Ensure representative and accurate 'Sample Plan' is implemented</p> <p><u>Speak with our team for more details</u></p>
Legionella Results <100	<p>The primary concern is protecting susceptible patients, so any detection of Legionella should be investigated and, if necessary, the system resampled to aid interpretation of the results in line with the monitoring strategy and risk assessment. HTM 04-01 Part B – Operational Management. Recommended as guidelines for all due to lack of guidance from HSG 274 Parts 1-3 for Sampling for Legionella.</p>	<p>If minority of samples are positive, restrict access to legionella positive areas until results show legionella is not detected.</p>
Legionella Results that are >100 cfu/l and up to 1000	<p>Either:</p> <ul style="list-style-type: none"> if the minority of samples are positive, the system should be resampled, if similar results are found again, a review of the control measures and risk assessment should be carried out to identify any remedial actions necessary or if the majority of samples are positive, the system may be colonised, albeit at a low level. An immediate review of the control measures and risk assessment should be carried out to identify any other remedial action required. Disinfection of the system should be considered. 	<p>If majority of samples are positive, consideration should be given to closure of the water system and/or premises until results show legionella is not detected in majority of samples.</p>
Legionella Results that are >1000 cfu/l	<p>The system should be resampled, and an immediate review of the control measures and risk assessment carried out to identify any remedial actions, including possible disinfection of the system. Retesting should take place a few days after disinfection and at frequent intervals afterwards until a satisfactory level of control is achieved.</p>	<p><u>Speak with our team for more details</u></p>



Legionella DIY Kit

- DIY kits will include the agreed number of sample bottles and DIY instructions
- Please ensure you return samples from Monday to Thursday. Samples may not be accepted and processed by our labs on Friday. Should the samples be returned on a Friday this may impact on the results.

Sampling Continued

1. All sampling frequencies are one-off unless an SLA is in place
2. Sampling procedure can be found within the RAMS document and will be undertaken with consideration to BS 7592 standards
3. There is a limit of detection of Legionella and reporting unit's dependant on quantity and quality of sampling and ability to detect Legionella presence based on a range of variables
4. Sample volumes are at 0.5L, where all results will be doubled to reflect the 1L requirement from UKAS
5. Laboratory analysis is undertaken by a UKAS approved laboratory
6. Access is to be made available by the responsible person



Plant and Equipment Services

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

1. Consider that changes to the water system may alter the Legionella risk such that a reassessment of risk is required
2. Ensure that any equipment as described above is designed, installed and commissioned correctly
3. Make the appropriate notification under the requirements of the Plumbing Notification Laws
4. Apply for a trade effluent discharge consent where appropriate
5. Update the written scheme of control, if required
6. Liquid waste will be minimised where possible reduce water usage
7. **Dispose of any waste products from remedial works undertaken by uRisk within premises waste, unless otherwise agreed in the scope of works based on the customer invoice. If there is no mention of waste removal in the invoice, this is not included within the scope of works**

All plant and equipment will be issued with:

- Where applicable measures necessary to ensure that the plant and equipment are safe and without risk to health
- Where applicable provision of drawings, asset registers, operation and maintenance manuals
- As applicable demonstration and instruction for the customer
- Where agreed in written prior to commencement, a sign off by the customer on completion of the project



Other Services

Water Treatment for Closed Heating and Cooling Systems

It is the responsibility of the duty holder and/or responsible persons to identify and confirm the presence of all soft metals such as aluminium or zinc in the closed system to the service provider in writing. Any damages or leaks will be of the sole responsibility of the customer where notification of soft materials is not provided.

All contracts for water treatment for closed heating and cooling systems will typically incorporate quarterly initial sampling prior to chemical dosing. The quantity will be identified based on the system.

The supply or dosing of chemical is not included within any contract and will be an additional charge because the supply and demand of chemical and dosing is based on the initial sample results. Repeat sampling post dosing is therefore also an additional charge to confirm the results are at the required levels.

Boiler Service

Servicing fees include labour only and do not include parts.

RPZ Valve Commissioning and Compliance Testing

It is the responsibility of the duty holder and/or responsible persons to identify and confirm the presence of RPZ Valves within the water system. The customer must ensure all RPZ Valves installed are notified to the local water supplier.

The customer understands and agrees that should an RPZ Valve fail to meet commissioning or compliance testing requirements, uRisk is obliged by law to isolate the valve and notify the local waters supplier within 24 hours, should the valve not be repairable at the time of visit.

It is not the responsibility of uRisk to carry parts required for RPZ Valve repairs. The customer understands that a return visit may be required dependant on parts stocked and availability. This may mean that the RPZ Valve will have to remain isolated until the issue is resolved.

Pump Inspection

Pump inspections are a non-intrusive visual inspection to confirm the correct operation of a water pump. This means that failing items are not repaired or replaced during the pump inspection. All pump servicing and repairs fall outside the scope of works for a pump inspection.

Reverse Osmosis, Filters, Water Dispensers, and All Other

Servicing fees include labour only and do not include parts.



Chemicals

Chemicals for Water Treatment

The information provided on our website and within the relevant Product Data Sheets and Safety Data Sheet is believed to be correct but does not purport to be all inclusive and shall be used only as a guide. The company shall not be held liable for any damage resulting from handling, contact, misuse, or misapplication of the above product.

In all instances the user should satisfy themselves that this product is suitable for the anticipated application and should carry out suitable and sufficient risk/COSHH assessments and a method of use statement. These not issued with the product.

Important - please ensure that all purchased chemicals are suitable for your closed system. Understanding sensitive metals within your closed systems is crucial in avoiding unwanted corrosion. When ordering you must be aware if Aluminium and other soft metals are built within your closed system and purchase a chemical suitable for your closed system.

Sales of Regulated Substances

An EPP licence is required before regulated substances can be legitimately supplied to a member of the public. Businesses and professional users do not require EPP licences for regulated substances, where the substance is being used as part of their business or profession.

If the transaction is suspicious or unusual in any way:

- refuse the sale
- report using the [Report suspicious chemical activity service](#)
- phone the police on 0800 789321



Professional Users

From 1 October 2023 businesses supplying regulated explosives precursors to professional users and other businesses (those who don't need a licence) will need to take additional steps to verify the legitimacy of the professional user or business. These additional steps are not required for sales of regulated poisons.

The person making the sale must obtain the following from the business customer:

- the business customer's name and address. If the business customer is not an individual, the name of an individual who is authorised on behalf of the business customer should be recorded;
- a form of photographic identification of the business customer or, if the business customer is not an individual, of the individual making the purchase;
- a statement of the nature of the business customer's trade, business or profession, or of the public function that the business customer performs; and
- the business customer's VAT registration number if the business customer has such a number.

This information does not need to be physically presented in person. For example, a photo of a driving licence attached to an email would be acceptable as a form of identification.

This information must be recorded and retained for 18 months and available for inspection.

In all cases, the supplier should assess whether the intended use is reasonably consistent with the trade, business or profession. If in doubt, the sale must be refused and reported as a suspicious transaction within 24 hours.

Businesses and professional users should be verified every time a new purchase is made. Where regulated substances are being supplied frequently or on a routine basis to the same professional user or business, verification should occur every 18 months or whenever there is a change or deviation from normal purchasing patterns.

For the purposes of this requirement, examples of photographic identification can include passport, driving licence, trade identification card, business ID card. This list is not exhaustive.



Terms and Conditions

In these terms 'you', 'your', 'contractor', 'client' and 'customer' refer to our client; 'we', 'us', 'our' and 'uRisk' refers to uRisk Limited. In the event of inconsistency or conflict, these terms will prevail over any other document forming part of the contract between us or service provided by uRisk Limited.

1. Advice and Instructions

1.1 We will work for you on the basis of these standard terms. The scope of work which we will carry out for you is as set out in correspondence from us to you.

1.2 uRisk is free to update these terms and conditions at any point with the terms and conditions applying with immediate effect.

1.3 By placing an order with uRisk, you confirm that you agree and accept these terms and conditions in full and are bound by these terms and conditions and by all work related uRisk Risk Assessment Method Statements (RAMS).

1.4 uRisk will not be liable or responsible for any information that has not been provided prior to quotation and/or works being carried out. Should any of the site details provided for the quotation be incorrect on the day of site attendance uRisk will apply additional charges for any additional assessments and/or works required.

1.5 uRisk offers a wide range of services to better improve service levels. In doing so uRisk works with sub-contractors to complete works that either we do not specialise in or have the staffing or facilities to carry out. You understand and accept by proceeding with any uRisk service that we may choose to use and delegate sub-contractors to complete your works at our discretion. uRisk ensures all sub-contractors are competent and able to complete all tasks required and have the appropriate levels of insurance. The sub-contractor will complete all works to the uRisk service level standards at all times.

2. Limitations

2.1 We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including without limitation acts of God, war, industrial disputes, protest, fire, flood, storm, tempest, explosion, acts of terrorism, and nation emergencies.

2.2 We will have no liability to you for loss of profit, loss of earnings, loss of business opportunity, increased operating costs, delayed operations, loss of goodwill or consequential or economic loss.

In relation to legionella risk assessment and remedial services:

2.3 All legionella risk assessments have been prepared for the exclusive use of uRisk's client and are subject to and issued in connection with the provisions of the agreement between uRisk and its



client. uRisk accepts no liability or responsibility whatsoever for or in respect of any use of or reliance upon this report by any third party.

2.4 uRisk will not guarantee any work in respect of blockages in waste and drainage systems etc. uRisk will not guarantee any work undertaken on or instruction from the customer and against the written or verbal advice of the operative/engineer. Any non-related faults arising from recommended work which has not been undertaken by uRisk will not be guaranteed.

2.5 uRisk shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out or where non-worked related faults are present. Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in reports or in comments/ recommendations of any other related work which requires attention.

2.6 Where uRisk agrees to carry out works on water systems of inferior quality or over ten years old uRisk accepts no liability in respect of the effectiveness of such works or otherwise.

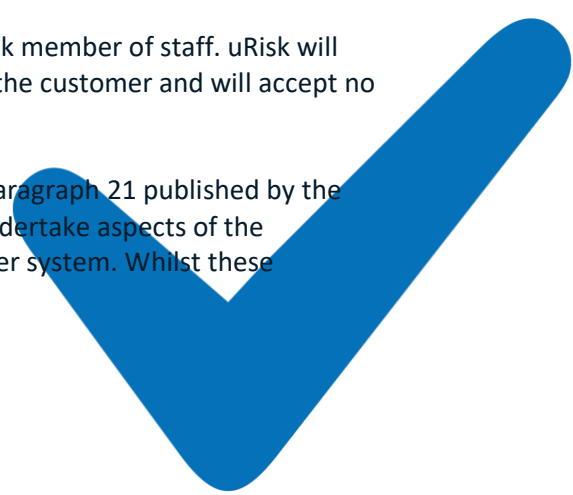
2.7 uRisk accepts no liability in respect of effectiveness, but not limited to, cold water storage tank ball valves and overflow correct operations whilst carrying out cold water storage tank cleans and/or disinfections. It is the client's responsibility to ensure all valves are serviced and operating correctly, and that overflows are of the correct size (double the incoming water supply as minimum) and in correct operation in their entirety. Should the ball valve or overflow not operate correctly and cause the cold water storage tank to overflow during or after works, the client accepts full responsibility as tanks are designed not to overflow or spill should the ball valve and overflow be operating correctly which is outside the scope of works and uRisk's responsibility.

2.8 If, after uRisk has carried out works, the customer is not wholly satisfied with the works uRisk is responsible for then the customer shall give notice in writing within 14 working days, and shall afford uRisk the opportunity of both inspecting such works, and carrying out any necessary remedial works if appropriate. The customer accepts that if he/she fails to notify the uRisk aforesaid within 14 days then uRisk shall not be liable in respect of any defects in the works carried out. Under no circumstances is it agreed that uRisk will pay for any third party fee's if arranged without authorised sign off by uRisk directors.

2.9 Satisfaction works shall be for labour only in respect of faulty workmanship for 14 working days from the date of completion with the manufacturer's warranty in force on products and materials. The satisfaction works will become null and void if the work/appliance completed/supplied by uRisk is:

- (a) Subject to misuse or negligence;
- (b) Repaired, modified or tampered with by anyone other than a uRisk member of staff. uRisk will accept no liability for, or guarantee suitability, materials supplied by the customer and will accept no liability for any consequential damage or fault.

3.0 The client understands that, as explained in the HSG 274 part 2 paragraph 21 published by the HSE - "Duty holders can use specialist contractors such as uRisk to undertake aspects of the operation, maintenance and control measures required for their water system. Whilst these



contractors have legal responsibilities, the ultimate responsibility for the safe operation of the water system rests with the duty holder." This includes but is not limited to the clients' agreed responsibilities and tasks. If tasks are not carried out and/or are continued to not be carried out these can have a direct impact on the water quality and growth of legionella and other bacteria. Should you not undertake your responsibilities for any reason at any given time the client will be responsible for the growth of bacteria and will be responsible for remediating the risk and presence of bacteria.

Legionella Risk Assessment Disclaimer:

2.10 All surveys are conducted, and reports compiled on the basis of a programme of works, agreed by the client. In the preparation of this report, it is confirmed that all reasonable care has been taken, taking into account the agreed remit and instructions issued regarding the scope of works. If further systems or equipment require an assessment, please contact uRisk for further guidance.

2.11 uRisk accepts no responsibility to any parties whatsoever, following the issue of this report, for any situations arising outside the agreed scope. This report is issued in confidence to the client and uRisk has no responsibility to any third parties to whom this report may be circulated, in part or in full, and any such parties rely solely on the contents of the report at their own risk. Whilst every effort has been made to ensure the accuracy of this report, uRisk cannot accept responsibility for any unforeseen omissions.

2.12 The assessors believe the information contained within this risk assessment report to be correct at the time of assessment. uRisk do not accept responsibility for any consequences arising from the use of the information herein. The report is based on matters, which were observed or came to the attention of the assessor during the day and time of the assessment and should not be relied upon as an exhaustive record of all possible risks, or hazards that may exist or potential improvements that can be made.

2.13 This survey was carried out on areas of the water system that were made accessible only. Any water services found on site, which were not made available are not included within this report; exclusion of these systems does not indicate absence.

Delivery of Risk Assessments

2.14 All assessments and/or reports will be transferred to the client electronically. Whilst all efforts will be made to send the client their assessment and/or report within 10-15 working days, uRisk may take up to 30 working days after the last scheduled assessment that forms part of your booking and/or purchase order.



3. Fees

3.1 Our fees are subject to periodic review, and any changes will be notified to you.

3.2 Factors reflecting our charges include but are not limited to such as: urgency of work, complexity of the task, the value of the transaction involved, hourly work and the responsibility falling on uRisk.

3.3 Please note that estimates and quotations are our indication of likely fee for carrying out the work specified. It is given on the basis of the information available to us at the time the estimate is supplied and is based on our experience and our assessment of the tasks you ask us to perform. There are many factors beyond our control that can result in our estimate being exceeded. For example, changes to your instructions, incorrect information supplied to uRisk, the requirements of third parties, lack of timely responses from others, and unexpected developments.

3.4 Unless stated in writing, uRisk fees are based on a fixed pricing structure. Duration of works is always approximate unless stated otherwise.

4. Payment Terms

4.1 To secure your reservation for risk assessments, remedial works or any other works please pay the balance of your invoice within 24 hours of invoice date. Your booking will not be confirmed until uRisk has received payment in full, unless agreed in writing that the payment is due 30 days from the invoice date. All reports and/or documents will only be released upon full payment, unless agreed in writing for the delivery of the report and/or documents to be released earlier.

4.2 It is the sole responsibility of the issuing company or individual of the purchase order or booking to make the payment in full. uRisk accepts no payments from third parties. By issuing the purchase order or booking confirmation you are confirming you agree to make the invoice payment in full and agree to uRisk's terms and conditions.

4.3 Payment is due 30 days from the invoice date for all Service Level Agreements.

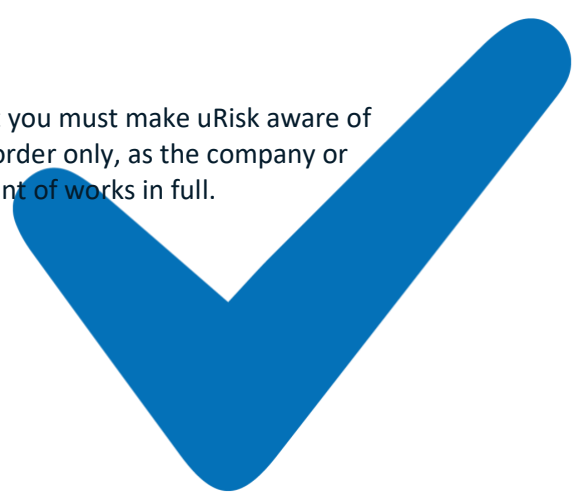
4.4 All fees are plus VAT at the prevailing rate and to be paid in British Pound Sterling (£).

Out of Hours

4.5 Work carried out outside normal working hours which are between 0900am to 1700pm Monday to Friday will be charged at uRisk current rates. Saturday 1.7, Sunday double time, bank holidays double time and night work 1.7.

Consultants & Third Parties

4.6 If you are a consultant or third party acting on behalf of the client you must make uRisk aware of this. Your client must provide the booking confirmation or purchase order only, as the company or individual to provide the purchase order is responsible for the payment of works in full.



5. Penalties

5.1 In the event of a late payment or non-full payment a penalty will be charged as follows, the customer will pay a surcharge of 10 percent per month of the value of the invoice. Late payments exceeding 15 days after date of invoice uRisk reserves the right to seek legal action. All subsequent legal action, court costs and fees will be charged to the customer. All scheduled works are subject to being postponed until payments have been made in full.

5.2 uRisk reserves the right at any time to suspend or cancel the supply of services to you until any and all outstanding charges have been paid by you in accordance with these terms and conditions.

6. Cancellations

6.1 Service Level Agreements - You are provided a 14 day cooling off period from the start date of the Service Level Agreement, where you may cancel your contract free of charge and with no obligation. You will however be charged for any works undertaken to date. Beyond 14 days, should you wish to cancel your Service Level Agreement contract, you may do so at any point, you will however be required to pay the remainder of your contract in full. This contract will roll-on automatically past the committed end date of the initial term unless you inform us of you wish to cancel, providing at least one month's notice in advance.

6.2 Scheduled Works - Notice must be given 5 working days prior to scheduled visit. Thereafter charges will be applicable. If the customer cancels their instructions prior to work being carried out or material supplied, then the customer shall be liable for any related expenditure by uRisk for the order.

6.3 uRisk reserves the right at any time and for any reason to terminate the agreement in whole or in part by giving the client written notice whereupon all work on the agreement shall be discontinued.

6.4 In the event the client cancels a site visit before uRisk is due to supply or complete those services, you shall be liable to pay uRisk a cancellation fee of:

Commercial and Industrial Cancellation Fees

(a) 0% of invoice fee when written notice is given over 5 working days

(b) 100% of invoice free when written notice is given or not given on the day of works

6.5 Postponement of a confirmed booking 5 working days or over is acceptable provided that uRisk receives written notice prior to the original booking date.

6.6 Postponement made and carried over on 2 or more occasions shall not be re-scheduled unless otherwise agreed in writing with uRisk and shall be subject to the cancellation fee in respect of each cancellation.



7. Refunds

7.1 uRisk provides no refunds for any services that are provided in their entirety.

8. Access & Abort Visits

8.1 Access plays a crucial role in keeping our clients compliant as well as our costs and prices low and competitive. Where access is not achieved to rooms, buildings or sites due to various circumstances, i.e., incorrect keys provided, incorrect address provided, incorrect information provided, no keys provided, the occupant is not present (where stated they would be), rooms unavailable, occupied or inaccessible, and for any other reason the rooms, buildings or sites will be deemed an abort visit where abort charges will apply.

8.2 An abort visit takes affect when uRisk staff or sub-contractors have been booked to carry out services for the client but were denied or unable to obtain access upon arrival, or provided with incorrect information to complete or carry out the works stated on the purchase order or in the booking process.

8.3 Due to time spent travelling to and from, loss of earnings, staff costs, and further administration costs, you shall be liable to pay uRisk an abort fee of:

Abort Fees:

100% of the estimate/quote/invoice service cost in respect of all uRisk services.

8.4 uRisk staff and sub-contractors may, at their discretion, provide a 10-minute grace period for the corrective works to be completed by the client. However, they are under no obligation to wait for corrective measures to take place and may decline the grace period.

9. Orders, Bookings and Delays

9.1 On receipt of the customers purchase order instruction, booking confirmation to proceed or payment, uRisk will carry out all agreed scope of works. By issuing a purchase order, booking confirmation or payment you confirm that you have read and agree to uRisk's full terms & conditions.

9.2 uRisk will use its best endeavors to ensure that the staff shall attend on the date and time agreed. However, uRisk accepts no liability in respect of non-attendance or late attendance on site of the engineer/staff or for the late or non-delivery of services, products or materials.

9.3 uRisk shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, and uRisk shall be entitled to a reasonable extension of the time for performing such obligations.



10. Timing of Work

10.1 All timeframes suggested or advised by uRisk staff should be used as guidance only. uRisk cannot take responsibility for extended work timeframes due to unforeseeable and significant variables that may impact completion times. The client will allow uRisk staff as much time as required to complete the task. If uRisk are, for any reason, stopped during works or prior to works, the full invoice rate will still be charged. And further charges will apply for any additional time required to complete the works where an additional visit is required.

11. Copyright

11.1 The concepts, information, reports, assessments, documents and media produced by uRisk are the property of uRisk. Use, editing or copying of documentation and/or property in whole or in part without the written permission of uRisk constitutes an infringement of copyright and of these terms and conditions. These terms and conditions apply in full to all re-branded and 'white label' concepts, information, reports, assessments, documents and media produced by uRisk and they remain the property of uRisk. This includes but is not limited to all companies that use uRisk Limited's services to produce concepts, information, reports, assessments, documents and media on their behalf.

12. Price Match Promise

12.1 At uRisk we strive to offer our customers first class service at competitive prices. In order to uphold our Price Match Promise to not be beaten on price, we actively monitor the prices offered by our competitors and adjust our own pricing accordingly.

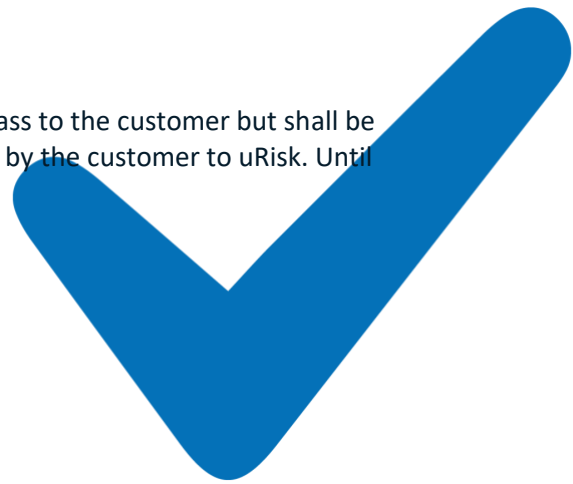
12.2 If you find a cheaper quote, we'll match it. Simply email us the competitor's formal quotation, ensuring, date and price are shown, and we will match the competitor price if within policy.

12.3 Terms and Conditions of Price Match Promise

- Only applicable at quoting stage;
- Quote must be within last 30 days and by a limited company with over 5 years trading;
- Service must be identical (number of properties, tanks, outlets, etc.);
- Vouchers and discounts cannot be applied to uRisk's price match promise;
- The competitor must be based within the UK;
- Works must be within a 2-hour commute from Baldock, Hertfordshire;
- We will not match promotional offers;
- We reserve the right to withdraw this Price Match Promise at any time;
- VAT must be included in the price.

13. Titles to Goods

13.1 Title to any goods, supplied by uRisk to the customer shall not pass to the customer but shall be retained by uRisk until payment in full for such goods has been made by the customer to uRisk. Until such time as title in the such goods has passed to the customer:



(i) uRisk shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in uRisk.

(ii) for the purpose specified in (i) above, uRisk or any of its agents or authorised representatives shall be entitled at any time & without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.

(iii) uRisk shall be entitled to seek a court injunction to prevent the customer from selling, transferred or otherwise disposing of such goods.

13.2 Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the customer, and until such time as title in such goods has passed to the customer, the customer shall insure such goods to their replacement value and the customer shall forthwith, upon request, provide uRisk with a certificate or other evidence of such insurance.

13.3 These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of uRisk. Further, these terms and conditions shall prevail over any terms and conditions used by the customer or contained or set out or referred to in any documentation sent by the customer to uRisk; by entering into a contract with the uRisk the customer agrees irrevocably to waive the application of any such terms and conditions.

13.4 uRisk shall only be liable for rectifying works completed by uRisk and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

14. Health & Safety

14.1 The client acknowledges, and must inform all concerned, that all areas of the site/property are to be accessible, and must be reasonably safe with clear access, lighting and safe grounding, in particular confined spaces, lofts and basements. Where access is hazardous to health and safety, remedial works may be recommended. uRisk staff and sub-contractors reserve the right to refuse to carry out works in areas they deem unsafe, where the full price of quoted works remains in full force. uRisk staff and sub-contractors are not required to move any items and/or objects blocking access and may choose to do so at their own discretion.

15. General Terms

15.1 Security - All domestic/residential external doors will be locked as found upon arrival when issued with key access. The customer/client must make uRisk aware of any alarms or security systems present at the site/property before the visit and will not be responsible for activating or de-activating alarms or security systems.

15.2 Pets - The customer/client must make uRisk aware, in writing, of any pets that are kept within the site/property, where work is to be carried out. Pets should be kept in a safe restricted area away from uRisk staff so that works can be carried out, this area must be identified and provided prior to uRisk visit.



15.3 Online Legionella Awareness Course Disclaimer - By undertaking uRisk's online legionella awareness course uRisk accepts no liability for misinterpretation. This course is intended as an awareness course only and does not qualify you as a legionella risk assessor or specialist.

15.4 Right to Refuse or Decline Work - uRisk reserves the right to refuse or decline work at its own discretion. Where uRisk agrees to carry out works for the customer those works shall be undertaken by the designated operative at uRisk's absolute discretion.

16. Complaints Policy

16.1 In the event the company receives a complaint from a client the complaint will be logged within our system, and a person shall be assigned to deal with the complaint. The complaint shall be acknowledged formally in writing within 5 working days outlining the person dealing with the complaint and timescales for the investigation, timescales shall usually be 1 month however if additional time is required the complainant shall be informed of this in writing. On completion of the investigation the complainant shall be informed in writing of the outcome, including where necessary, any corrective actions and opportunities for improvements which have been identified.

17. Confidentiality

17.1 We shall keep confidential all information which concerns you and your business and is of a confidential nature and shall not disclose it unless you authorise us to do so, or we are required to do so by law. We may, of course, disclose it to our professional advisers and any subcontractors we may engage in relation to your work, provided that they are under equivalent obligations to keep all information disclosed as part of our contract with yourselves confidential.

18. Communication

18.1 We shall communicate with you by post, phone and email. The use of email may not be as secure as other forms of communications; however, unless you instruct us to the contrary, we shall be entitled to assume that you have no objection to our communicating with you, and sending attachments to you, by email whether in general or for the communication of specific information. Additional charges may apply for postage and packaging.

19. Third Party Rights

19.1 Nobody who is not a party of this contract is intended to have any right to enforce any part of it pursuant to the Contracts (Right of Third Parties) Act 1999.

20. Law and Jurisdiction

20.1 This Agreement shall be construed in all respects under the law of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction in all matters relating thereto.



Service Level Agreement

In these terms 'Service Level Agreement', 'Membership Contract', 'Legionella Monitoring Contract', 'Legionella Management Contract', 'Contract' refers to the contract between uRisk and the Client. In the event of inconsistency or conflict, these terms will prevail over any other document forming part of the contract between us or service provided by uRisk Limited.

1. Terms of Agreement

The customer hereby agrees to engage the service provider to provide the customer with services (the "Services") consisting of:

1.1 Periodic testing, monitoring, and works activities as highlighted in the division of responsibilities listed in the contract: all in compliance with HSE Guidelines ACoP L8 Code of Practice & Guidance.

1.2 The service provider will carry out the tasks and activities listed of him in a timely and diligent manner. If the service provider cannot perform the services within the time frame provided by this agreement due to the client, the services may still be charged.

1.3 The client/tenant/occupier and/or facilities management/maintenance contractor undertake and agree to carry out the duties listed of them, also in timely and diligent manner.

1.4 Should any tests, readings, analysis or other factor indicate fault or non-compliance, immediate notification will be made to the named responsible person; with assessment, investigation and repair/ remedial actions taken to address and restore compliance with ACoP L8. These actions may be at an addition charge if outside the scope of works of the contract.

1.5 The term of this agreement will begin on the date of this agreement and will remain in full force and effect for the period of this contract the agreed term being capable of extension by mutual written agreement of the parties.

1.6 In the event that the service provider wishes to terminate this agreement at a date before the end of this agreement, they will be required to provide a notice period of 3 months.

1.7 Except as the otherwise provided in this agreement, the obligations of the service provider will terminate upon the earlier of the service provider ceasing to be engaged by the customer or termination of this agreement by the customer or the service provider.

2. Performance

2.1 The parties agree to do everything necessary to ensure that the terms of this agreement take effect.



3. Remuneration

3.1 For the services rendered by the service provider as required by this agreement, the customer will pay to the service provider remuneration as detailed in the contract value indicated.

3.2 Payment is due 30 days from the invoice date and is recommended to be set up on standard order.

3.3 All fees are plus VAT at the prevailing rate and to be paid in British Pound Sterling (£).

4. Provision of Extras

4.1 During the contract period recommendations, new risk assessments or requests might be made to alter or include additional services, tasks or activities to ensure all compliance requirements have been met or remedial/repair activities undertaken. Any additional works, testing or monitoring services will be charged in addition to the agreed sum within this agreement.

5. Payment Penalties

5.1 Please see our terms and conditions for payment penalties.

6. Performance Penalties

6.1 No performance penalty will become applicable or charged if the service provider does not perform the services within the time frame provided by this agreement.

7. Confidentiality

7.1 The service provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the customer, which the service provider has obtained, except as a necessary or desirable to further the business interests of the customer. This obligation will continue for 5 years upon termination of this agreement.

8. Non-Solicitation

8.1 The service provider agrees that during the term of this agreement, the service provider will not in any way directly or indirectly interfere with or disrupt the customer relationship with its employees or other service providers.

9. Service Provider Ending the Contract Agreement

9.1 If you do not observe any of the conditions of this agreement and you do not within a reasonable time remedy the situation after we have brought any matter to your attention, you will be deemed to have repudiated this agreement. Repudiation occurs when your actions indicate to us that you no longer intend to observe your duties under this agreement.



10. We will bring this agreement to an end in writing to you if –

10.1

a) Repudiation occurs

b) you, or any guarantor of this agreement being a company, are unable to pay your debts (as defined within the insolvency act 1986) go into liquidation, amonisation, or have a receiver or administrator appointed over all or any of your assets.

10.2 If the freehold of the monitored site is sold, or the possession changes, and the monitoring contract is not transferred to the new owner then the agreement will become void upon date of transfer. The intention of the new owner/occupier must be sought prior to this period such that they have reasonable time to determine and procure alternative arrangements to maintain compliance under their statutory duties and ACoP L8.

11. Assignment

11.1 The service provider will not voluntarily or by operation of law assign or otherwise transfer its obligation under this agreement without prior written consent of the customer.

12. Capacity/ Independent Contractor

12.1 It is expressly agreed that the service provider is acting as an independent contractor and not as an employee in providing the services under this agreement. The service provider and the customer acknowledge that this agreement is between both parties, where the service provider is free to use sub-contractors where it sees necessary.

13. Modifications of Agreement

13.1 Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidence in writing signed by each party or an authorised representative of each party.

14. Notice

14.1 All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to the parties of this agreement as follows:

a) the customer – as detailed in the contract

b) the service provider – uRisk (uRisk Limited)



15. Communications

15.1. Communications must be made in writing in the site water logbook by both the customer as detailed in the contract and the service provider, where anomalies and/or issues arise that pose a potential risk of legionella proliferation. Details should include but are limited to the risk, remedial action required, dates, names and signatures. The customer should also email the service provider as soon as anomalies and/or issues arise that pose a potential risk of legionella proliferation.

16. Costs & Legal Expenses

16.1 In the event that legal action is brought to enforce or interpret any term of this agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

17. Timing

17.1 Time is of the essence in this agreement. No extensions or variation of this agreement will operate as a waiver of this provision.

18. Entire Agreement

18.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

19. Implied Obligation

19.1 It is the intention of both parties that any implied obligations referenced or defined in the supply of goods act 1979 as amended, are expressly excluded for the purposes of this agreement.

20. Limitation of Liability

20.1 It is understood and agreed that the service provider will have no liability to the customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the services.

21. Currency

21.1 All monetary amounts referred to in this agreement are in sterling pounds.

22. Third Party Rights

22.1 Third parties cannot benefit from this agreement under the contracts (rights of third parties) act 1999.



23. Titles/ Headings

23.1 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

24. Dispute Resolution

24.1 In the event a dispute arises out of or in connection with this agreement the parties will attempt to resolve the dispute through friendly consultation.

24.2 If the dispute is not resolved within a reasonable period, then any or all-outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland.

25. Severability

25.1 In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

26. Contract Cancellation by The Client

26.1 You can cancel your contract at any time in writing or by email. You'll need to pay the outstanding balance of your contract's total sum for the full contract duration, including any late or additional fees.

27. Waiver

27.1 The waiver by either party of a breach, default, delay or omission of any of the provisions of this agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions. *If you have any queries about our Terms and Conditions, please contact us at contact@urisk.co.uk.* By proceeding with uRisk services you have agreed to the above principles. These terms and conditions are a legal document under exclusive jurisdiction of the English courts. Company Registration Number - 7614494.

28. Law and Jurisdiction

28.1 This Agreement shall be construed in all respects under the law of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction in all matters relating thereto.

Privacy Policy

uRisk is committed to protecting your privacy, and that includes protecting the privacy of any data you share with us. This policy sets out what data we collect, what we do with your data, when and how we store your data, and what you can do if you have questions or wish to exercise rights you

have with respect to your data.

What data do we collect, and why?

Through the use of pages on our website and interaction with our products and services, we may collect data from you. Sometimes the data we collect relates to you or identifies you. In this policy, data that relates to or identifies a natural person is defined as “personal data.” “Data” always includes personal data. Our goal is always to maintain the highest levels of privacy and security with your personal data, in keeping with the principles of the Federal Trade Commission Act and related regulations, the General Data Protection Regulation, and applicable local privacy laws. We will always try to give you appropriate notice of what data we collect and how we will use it, and we will only process your data when we consider it fair and lawful to do so.

We may collect the following data from you:

- Records of your visits to our website, through cookies and otherwise (which records may include traffic data; location information; logs; information about your computer or mobile device such as if applicable your IP address, operating system, mobile carrier, or device identifying information)
- Records of correspondence between us and you (for example, records of your and our communication for purposes of support services)
- Comments, posts, or other data you upload to our site (for example, in the comments section of our blog posts)
- Information you provide by completing forms on our website or in our products and services (for example, purchase information and information you provide when subscribing to newsletters or contacting us)
- Sometimes the reason for collection will be obvious (such as when you give us your email address to allow us to contact you). When it is not, we will describe to you at the time of collection the purpose for collecting the data and if possible, ask for your consent. To the extent possible, we anonymize or pseudonymize data we collect from you.

In general, we do not intentionally collect sensitive personal data. Sensitive personal data is data of the kind regulated by Article 9 or Article 10 of the GDPR, such as personal identity numbers; financial account information; information concerning racial or ethnic origin; political opinions; religious, philosophical, or other beliefs; membership in trade unions or professional or trade associations; physical or mental health information; biometric data; genetic data; data concerning sexual activity or orientation; or data concerning criminal records or suspected criminal activity. However, if you provide us with sensitive personal data, whether through the website or through any of our products or services, you explicitly consent to our use and processing of that data.

Additionally, we do not intentionally collect personal data from anyone under the age of eighteen (18), and to the extent reasonably possible we take steps to verify that you are a legal adult when we collect data from you. By using our website, products, or services, and by submitting any data to us, you warrant that you are eighteen (18) years of age or older.



How do we use data we collect from you?

We use the data we collect from you to provide information, services, or products you have requested or purchased, and to allow you to interact with us and the website. This may include sending you emails from time to time; these emails always contain either information you have requested or that you have consented to receive, or information we have a legitimate interest in delivering (such as notices of product changes). You can always unsubscribe from any email list by clicking the indicated link in the email.

Additionally, our website uses cookies to obtain your IP address, browser information, and information about the technology you use to interact with us by placing a piece of software into your browser. If you wish to change the way cookies work or remove them, you can do so by changing your browser's preferences or settings. Doing so may impact the way the website appears or functions for you.

When applicable we analyse this information to improve our website, improve the products and services we provide, and to protect us and you from malicious web activity. We may share this information with third parties. Those third parties and their respective privacy policies are as follows:

- Google Analytics (<https://policies.google.com/privacy>)

How long do we keep your data?

In general, we keep your data only as long as necessary to provide the service or product you requested. If you are a customer who has an account with us, we will keep the data connected to your account until you ask us to destroy it. This is in order to help us remember information about previous interactions with you (for example, records of support service) or in order to comply with our legal and contractual obligations. Ordinarily, if your account is inactive, your data will only be stored so that the account can be reactivated in the future, and your data will not be processed for any other purpose. You can ask us to destroy your data at any time by following the procedures outlined in this policy, but if we do not have certain information about you, it may be impossible for us to provide any products or services to you.

Where is your data stored?

We are a business located in the UK. When we store your data, it is stored in the UK. However, data we collect may be routed or transferred internationally by us or by our business partners during the course of providing products and services to you and others.

How do we ensure your data is secure?

We take a number of steps to ensure that data we collect is protected from unauthorized access, alteration, disclosure, or destruction, including the following:



- Many of our services are encrypted using SSL.
- We regularly review our data collection, storage, and processing practices, including physical and electronic security measures.
- We restrict access to your personal data to only those employees, agents, and business partners who need access to it in order to deliver requested products and services.
- All of our employees, agents, and business partners are subject to strict confidentiality and nondisclosure obligations, the violation of which may result in termination and/or liability.
- All of our employees and agents receive regular appropriate training, including training in information privacy suitable to their respective fields and disciplines.

Do we share your data?

We may transfer your data to our business partners, some of whom may be located in other countries. We strive to do business only with partners who uphold high standards of data privacy and security, and whenever we transfer data to a third party, we take steps to make sure that the data will remain secure and private as required by applicable law and our internal guidelines.

Sometimes we may be required to share your data for specific purposes. These purposes may include:

- In order for us to comply with a legal obligation or to detect, prevent, or otherwise address fraud or crime
- In order to detect or correct technical or security issues
- In order to apply or enforce our Terms and Conditions, or to protect the rights, property, or safety of us, you, our customers, our business partners, others, or the public
- In order to maintain continuity of service in the event that we sell or liquidate some or all of our business or assets
- Additionally, our website may contain links to our business partners or other third parties. Please understand that those websites have their own policies, and we do not accept any responsibility or liability for your use of those websites or any products or services available there.

What about data we obtain from third parties?

Sometimes we may obtain your personal data from a third party, either through the use of our website or through some of our products or services. Due to the nature of our products, it is possible that we may even obtain your data unsolicited from a third party. We may also obtain your personal data from our business partners through contractual relationships or through software they develop. We apply the same standards of security and privacy to all personal data in our possession, and you have rights with respect to your data regardless of its source. When and to the extent possible, we will notify you of the source if we obtain your data from a third party without your consent within at least thirty (30) days.



Are you required to supply us with your personal data?

Sometimes we have to have your personal data in order to interact with you. Supplying some personal information is a prerequisite to purchasing products or services from us, obtaining support services, or using the website. If you do not provide the requested data in those instances, you will not be able to purchase any products or services from us, you will not have access to support services, and you may lose some functionality when interacting with the website, respectively.

What rights do you have with respect to your personal data?

You have a right to know if we have any of your personal data and to have access to that data, and you have the right to have any incorrect personal data corrected. If you have given us consent to have or use your data, you have the right to withdraw that consent at any time. You also have the right to have your personal data erased or to transport your data. Ordinarily we do not use automated decision-making with respect to any personal data, but if we do, you have the right to object.

You have the right to lodge a complaint with a supervisory authority. Which authority is appropriate varies depending on your jurisdiction. If you wish to lodge a complaint, we can assist you in determining where the complaint should be lodged.

You may contact us at any time at <https://www.urisk.co.uk/contact-us>, to exercise any of these rights. Understand that sometimes we have to have your data in order to interact with you, and so exercising some or all of these rights might impact your ability to use our website or our products and services.

What if you have further questions?

If you have any additional questions about our privacy practices, please contact us at <https://www.urisk.co.uk/contact-us>.

