



## **SAS Aquatics Ltd**

**Dartmoor Based | Operating Across Devon & Cornwall**

Registered Office-24 Gander Lane, Barlborough, Chesterfield, England, S43 4PZ

P: 0800 037 1125 | E: info@sasaquatics.com

W: sasaquatics.com | Company No: 16834575 | VAT: 515623603

# **SAS Aquatics Ltd – Terms and Conditions**

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## **1. Definitions**

“Company” refers to SAS Aquatics Ltd.

“Client” refers to the individual or organisation engaging the Company.

“Project” refers to the agreed works, including construction, installation, repair, or maintenance of ponds, wetlands, or related land-based works.

“Site” refers to the location where works are carried out.

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## **2. Scope of Services**

The Company shall carry out the works as described in the written quotation or proposal.

All quotations are based on information available at the time of pricing and reasonable assumptions regarding site conditions.

Any works, materials, or services not expressly included shall be treated as a variation and charged accordingly.

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## **3. Payment Terms**



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A deposit covering materials, plant, and mobilisation costs is payable prior to commencement.

Labour and service costs are invoiced weekly unless otherwise agreed in writing.

Payment is due immediately upon receipt of invoice.

The Company reserves the right to suspend works without notice if any invoice remains unpaid.

All costs arising from suspension, delay, or remobilisation shall be chargeable to the Client.

Materials and goods remain the property of the Company until paid for in full.

Interest and compensation may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

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## **4. Pricing Basis and Cost Fluctuations**

All quotations are estimates based on current costs at the time of issue.

The Company reserves the right to adjust pricing to reflect increases in:

- material costs
- fuel and transport costs
- plant hire and equipment costs
- labour costs
- third-party supplier costs

Such increases shall be chargeable to the Client.

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## **5. Variations and Amendments**

All works are subject to site conditions.

The Company reserves the right to vary the scope, methodology, programme, and cost where required due to:

- unforeseen ground conditions
- buried obstructions or services
- changes in water conditions or drainage
- access limitations
- weather or environmental factors
- regulatory or ecological constraints

Any additional work or resources required shall be treated as a variation and charged accordingly.

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## **6. Ground Conditions and Unknown Risk**

The Client acknowledges that excavation and land-based works involve inherent uncertainty.

All quotations are based on assumed ground conditions.

Where actual conditions differ, including but not limited to:

- rock or hard ground
- waterlogged ground or high water table
- contamination or invasive species
- buried materials or obstructions
- unstable or unsuitable soils



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the Company reserves the right to:

- revise methodology
- increase plant or labour requirements
- adjust pricing accordingly

All such additional costs shall be borne by the Client.

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## **7. Site Access and Permissions**

The Client shall provide adequate access to the Site.

The Client is responsible for ensuring that all permissions, consents, and permits are in place prior to works commencing.

Any delays or additional costs caused by restricted access or lack of permissions shall be chargeable.

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## **8. Site Preparation and Services**

The Client is responsible for ensuring the Site is suitably prepared.

Any additional works required due to inadequate preparation or unforeseen conditions shall be chargeable.

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## **9. Travel, Transport and Logistics**

The Company reserves the right to charge for:



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- travel time and mileage
- transport of plant and materials
- delivery and collection costs
- accommodation where required

These costs may be included in the quotation or charged separately.

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## **10. Warranties and Workmanship**

The Company warrants that all workmanship will meet reasonable professional standards.

The Company does not guarantee natural or ecological outcomes, including:

- water clarity
- plant establishment
- wildlife presence
- ecological performance

Defects caused by misuse, lack of maintenance, or interference by others are excluded.

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## **11. Liability and Indemnity**

The Company shall not be liable for:

- indirect or consequential losses
- loss of profit, use, or enjoyment
- loss or death of fish, livestock, or wildlife
- environmental or natural changes



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The Company's total liability shall be limited to the value of the works carried out.

The Client agrees to indemnify the Company against claims arising from the Client's actions, negligence, or failure to follow advice.

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## **12. Insurance**

The Company maintains appropriate Public Liability and Employers' Liability insurance.

Evidence can be provided upon request.

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## **13. Subcontractors**

The Company may engage qualified subcontractors.

The Company remains responsible for the standard of subcontracted work.

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## **14. Site Conditions and Safety**

The Client must disclose any known hazards, contamination, or protected species.

The Company reserves the right to suspend works immediately where:

- unsafe conditions arise
- environmental or ecological constraints are identified
- regulatory compliance is required

All associated delays and costs shall be chargeable.



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## **15. Suspension of Works**

The Company may suspend works at its discretion where:

- payment terms are not met
- site conditions differ materially from expectations
- external factors prevent safe or efficient progress

All resulting costs shall be chargeable.

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## **16. Ground Access and Damage**

The Company shall not be liable for:

- rutting
- compaction
- damage to lawns, tracks, or access routes

where such impact is reasonably necessary to carry out the works.

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## **17. Water Supply**

The Client is responsible for providing adequate water supply unless otherwise agreed.

Any delays or costs arising shall be chargeable.

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## **18. Plant and Habitat Establishment**

The Company cannot guarantee plant survival or habitat success due to factors outside its control.

Ongoing maintenance is the Client's responsibility.

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## **19. Contamination and Hazardous Materials**

If contamination, invasive species, or hazardous materials are identified, the Company may suspend works.

All additional compliance, handling, and disposal costs shall be chargeable.

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## **20. Weather and Delays**

Weather conditions may delay works and shall not constitute breach of contract.

Any resulting costs, including extended hire or programme extension, shall be chargeable.

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## **21. Delays and Inefficiencies**

The Company shall not be responsible for delays caused by:

- Client actions or inaction
- third-party contractors



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- access restrictions
- unsuitable site conditions

All resulting costs and inefficiencies shall be chargeable.

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## **22. Cleanup and Disposal**

The Company will remove waste generated by its works unless otherwise agreed.

If disposal areas are provided by the Client, responsibility for compliance rests with the Client.

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## **23. Intellectual Property**

All designs, drawings, and proposals remain the property of the Company until paid for in full.

They may not be reproduced or shared without permission.

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## **24. Confidentiality**

Both parties shall maintain confidentiality of commercially sensitive information.

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## **25. Force Majeure**



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Neither party shall be liable for delays due to events beyond reasonable control.

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## **26. Severability**

If any clause is deemed invalid, the remainder shall remain in effect.

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## **27. Governing Law**

This agreement is governed by the laws of England and Wales.