

SYSTEM SPARES

LIST

MARCH 2022

gaffey
WATER TREATMENT FOR LIFE

a member of
**BRITISH
WATER**



Service Kits - routine preventative maintenance schedule

Code	Model	System	Product Name	
202-370	iSEC	6 [dosing cabinet]	Annual Service Kit	
202-371			2nd Year - Service Kit	
202-372			4th Year - Service Kit	
210-060		6 / 30 / 60 / 90	Annual - Corrosion Protection Service Kit	
202-354			2nd Year - Service Kit	
202-355			4th Year - Service Kit	
211-309			Flexible Tube Kit	
202-353		6 / 30 / 60 / 90	Electrolyser Seal Kit EPDM	
202-350	Compact	25 / 50 / 100	Universal Seal Kit	
202-351		C240 / C480	Universal Seal Kit	
202-330		C240	2nd & 4th Year - Service Kit (includes 202-351)	
202-430		C480	2nd & 4th Year - Service Kit (includes 202-351)	
3060200		M240 / M480 / M960	Annual Spare Air-Filter Kit	
3060201			2nd Year - Maintenance Kit	
3060210			4th Year - Maintenance Kit	
3060220			Switchgear Fuse Kit	
202-001		Standard	280 / 560	2nd Year - Service Kit
202-002				4th Year - Service Kit
211-041	Earlier Flanged Electrolyser: Gasket Set, EPDM			
202-011	1100		2nd Year - Service Kit	
202-012			4th Year - Service Kit	
202-021	2200		2nd Year - Service Kit	
202-022			4th Year - Service Kit	
211-042	1100 / 2200		Earlier Flanged Electrolyser: Gasket Set, EPDM	
200-202	4250 / 8500		2nd Year - Service Kit	
200-203			4th Year - Service Kit	

Electrode Assembly - replacement of electrolyser internal electrode assembly

Code	Model	System	Product Name
201-301	iSEC	6	Electrode Assembly
201-302		30	Electrode Assembly
201-303		60	Electrode Assembly
201-304		90	Electrode Assembly
	Compact	25	
		50	
		100	
		C240	
		C480	
201-305	Compact-M Standard	M240 / 280*	Electrode Assembly
201-306		M480 / 560*	Electrode Assembly
201-307		M960 / 1100	Electrode Assembly
201-310		HC4250	Electrode Assembly
		* Systems pre-2020, complete electrolyser replacement required. Please request further information.	

Electrolysers - complete electrode and casing assembly

Code	Model	System	Product Name
201-223A	iSEC	6	He 6g/H Vertical Electrolyser With Integrated PVC Brackets
201-220A		30	He 30g/H Vertical Electrolyser With Integrated PVC Brackets
201-221A		60	He 60g/H Vertical Electrolyser With Integrated PVC Brackets
201-222B		90	He 90g/H Vertical Electrolyser With Integrated PVC Brackets
201-210	Compact	25	25g/H Horizontal Electrolyser Assembly
201-211		50	50g/H Horizontal Electrolyser Assembly
201-212		100	100g/H Horizontal Electrolyser Assembly
201-213		C240	240g/H Horizontal Electrolyser Assembly
201-214		C480	480g/H Horizontal Electrolyser Assembly
3065000		M240	M240g/H Horizontal Electrolyser Assembly
3065001		M480	M480g/H Horizontal Electrolyser Assembly
3065002		M960	M960g/H Horizontal Electrolyser Assembly
201-103B	Standard	280	280g/H Horizontal Electrolyser With Integrated PVC Brackets
201-104B		560	560g/H Horizontal Electrolyser With Integrated PVC Brackets
201-105B		1100	Electrolyser 1100g/H Horizontal, Integrated PVC Brackets
201-105B-1		2200	2200 System: Lower 1100g/H Electrolyser Assembly
201-105B-2			2200 System: Upper 1100g/H Electrolyser Assembly
201-106		4250 / 8500	4250g/H Horizontal Electrolyser Assembly
201-107		8500	4250g/H Horizontal Electrolyser Cell (8500 Upper)

Power Supply Units (PSU) - for electrolyser DC power

Code	Model	System	Product Name
210-038	iSEC	6	Power Supply Unit
210-034		30 / 60 / 90	Power Supply For iSEC August 18 Onwards, No Pot
210-028		30	Power Supply Unit With Pot
210-024		60	
210-021		90	
210-025	Compact Standard	C240	Power Supply Unit Single Module Only
210-026		C480 ¹ / M240 / M480 ¹ / 280 / 560 ¹	Power Supply Unit Single Module Only
210-027		M960 / 1100	Power Supply Unit
210-029		2200	Power Supply Unit
210-031		4250 ²	Single Power Supply Module
210-032		8500 ³	Single Power Supply Module
			[¹ system has 2 x PSU modules] [² system has 3 x PSU modules] [³ system has 5 x PSU modules]

Hydraulic Component Assemblies

Code	Model	System	Product Name
211-300	iSEC	6 / 30 / 60 / 90	Brine Suction Venturi Assembly, 8mmOD Push-Fit
211-301			PRV Assembly, 8mmOD Push-Fit
211-302			Water Flow Sensor Assembly, 8mmOD Push-Fit
211-303			Water Control Solenoid Valve Assembly, 8mmOD Push-Fit
211-304			Brine Control Solenoid Valve Assembly, 8mmOD Push-Fit
211-305			Brine Suction Line Assembly
3060300	Compact	M240 / M480 /M960	In-line Strainer Assembly, 8mmOD
3060301			PRV Assembly, 8mmOD
3060302			Water Flow Sensor Assembly, 8mmOD
3060303			Water/Brine Valve Manifold Assembly, 8mmOD
3060304			Tank Level Switch Assembly
202-265		C240 / C480	G1/8in. Solenoid Valve Assembly 24Vdc
202-261		C480	G1/4in. Solenoid Valve Assembly 24Vdc
202-263		C240 / C480	Water Pressure Regulator Assembly G1/4
202-264			Flow Meter Assembly G1/4, (Din Conn.)
200-120			Large Brush For Cleaning Venturi, 410mm
211-023	Standard	280 / 560 / 1100 / 2200	Brine Foot Strainer, 4mm
211-024			Saturator Float Valve Assembly, 1/2in.BSP
211-500			Water Solenoid Valve Assembly 24Vdc
211-501			Dilution Water Solenoid Valve Assembly 24Vdc
211-502			Brine Solenoid Valve Assembly 24Vdc
211-503			Venturi Assembly
213-004	Standard	4250 / 8500	Water Solenoid Valve Assembly 24Vdc
213-005			Water Meter Assembly
213-006			Brine Injector Assembly
213-021			Brine Control Valve Assembly

Electrical / Electronic Devices

Code	Feature	System or Model	Product Name
210-018	All Models		Hydrogen Gas Sensor Head Module*
210-201			Hyprolyser Display And Ribbon Connection
210-209			Rechargeable Battery Assembly 3.6vNiMH, for Hyprolyser PCB Issue 3
[* excluding iSEC-6 dosing cabinet]			
202-360	LED	iSEC	LED Array Profile (150mm) C/W Cable Assembly
210-006	Ventilation	iSEC Ventilation Kit [202-401]	Air Flow Sensor 0-10V Output
210-009			Air Blower, 230Vac
210-006		All Compact/Standard	Air Flow Sensor 0-10V Output
210-009			Air Blower, 230Vac
210-033			Air Blower, 24Vdc (240-2200 Models) Aug18 Onwards
210-036			4250
210-037		8500	Centrifugal Fan, 3Ph, 380-420Vac For 8500
210-001		Psu Cooling	280-2200
210-035	4250-8500		Roof Top Cooling Fan, 230Vac (PSU:4250-8500)
210-008	Zener Barrier	All Compact/Standard	Digital Input Safety Barrier 2 CH
210-004	Control Circuit	Compact M/Standard	Instrumentation Power Supply
202-150	Limit Sensors	Standard	Degassing Vertical Level Switch Assembly, PVDF/FPM, 5m Cable
210-007			Electrolyser Cabinet Enclosure Door Switch
210-041			Temperature Sensor Assembly 280-8500 (CER/SS/PVC)

Test Kits

Code	Test Kit Version	Product Name
200-111	Service Kit (200-110)	Chlorine HR Tablets for Hyprolyser Test Kit, pk 100
200-112		KP146 Sulphamic Acid 50g, for Hyprolyser Test Kit
200-113		Iodine Indicator KP148 10g, for Hyprolyser Test Kit
200-114		Chlorine HR Titrant KS150, 65ml, for Hyprolyser Test Kit
200-116		80ml Sample Container With Lid, for Hyprolyser Test Kit
200-117		30ml Graduated Container & Cap, for Hyprolyser Test Kit
200-118		Stirring/Crushing Rod, Plastic, for Hyprolyser Test Kit
200-124		50ml Screw Cap Graduated Container
200-115	Service / Operator Kit (200-123)	Hardness Yes/No Tablets KT168, pk 100 for Hyprolyser Test Kit
200-119		Hydrometer, Diluted Brine Density, (Gaffey System)
200-121		Hydrometer Jar, Graduated, Polypropylene
200-125		Brineometer 0-100%

Service Kits - routine preventative maintenance schedule

Code	Model	Schedule	Product Name
3051303	5 / 10 / 20 / 40	Year 1, Year 2	Minor Service Kit
3051304	5	Year 3	Major Service Kit
3051305	10		
3051306	20		
3051307	40		
3052350	100 - 500	Annually	Minor Service Kit
3052351		Year 2, Year 4	Intermediate Service Kit
3052352	100 - 200	Year 6	Major Service Kit
3052353	250 - 500		

General Spares

Code	Feature	System or Model	Product Name
3051301	Air Scrubber	5 / 10 / 20 / 40	Air Scrubber For ClO2 Out Gassing From Storage Tank
3052300		100 / 200 / 250 / 500	
3051300	Chemical In-line Strainer	5 / 10 / 20 / 40	Strainer Screen Spares Kit
3051203		100 / 200 / 250 / 500	Strainer Assembly Including Strainer Screen
3051220	Reaction Vessel	5	Reactor Assembly
3051221		10	
3051222		20	
3051223		40	
3052204		100 / 250	
3052205		200 / 500	
3051207	Water Control Valve	5 / 10 / 20 / 40	Dilution Water Solenoid Control Valve Assembly
3052203		100 / 200 / 250 / 500	
3051206	Water Flow Sensor	5 / 10 / 20 / 40	Dilution Water Flow Sensor Assembly
3052207		100 / 200 / 250 / 500	
3051204	Chemical Control Valve	5 / 10 / 20 / 40	Pre-Cursor Chemical Solenoid Valve Assembly
		100 / 200 / 250 / 500	
3051205	Chemical Flow Sensor	5 / 10 / 20 / 40	Pre-Cursor Chemical Flow Sensor Assembly
		100 / 200 / 250 / 500	
3051202	Venturi	5 / 10 / 20 / 40	Venturi Assembly
3052201		100 / 200	
3052202		250 / 500	

Customer Services

Equipment Selection, Quotations & Technical Sales Support

General Sales Enquiries

Tel: 01254 350180 Email: info@gaffey.co.uk

Ordering

Tel: 01254 350180 Email: orders@gaffey.co.uk

Technical Services

Customer & Technical Assistance.

Tel: 01254 350180 Email: services@gaffey.co.uk

Accounts

Account Management, Credit Application & Enquiries.

Tel: 01254 350180 Email: admin_gts@gaffey.co.uk

Returns

Please check your order carefully to make sure the items are correct for your requirements. Please ask for assistance if you are unsure about the suitability of items on your order as a re-stocking charge of 20% of the value of the item/s will apply to all returns received in 'as new' saleable condition. For product/warranty returns, please call for instructions before despatch.

Damaged goods in transit

No claims can be made for damaged or missing goods that have been signed for, even if it is 'subject to inspection'. It is recommended that customers visually check all expensive items (eg controllers and pumps) & count the number of packages, noting any discrepancy, BEFORE signing the carrier's delivery note. Once signed, no claim will be considered by the carrier & thereafter by Gaffey Technical Services Ltd.

All damaged goods should be refused and returned to Gaffey, marking the consignment or delivery note 'Refused - Goods Damaged'. Gaffey must be notified within 24 hours of any missing or late delivered goods. Gaffey makes every effort to supply goods on time but cannot be held responsible for any delivery delays due to circumstances beyond its control.

If you have any comments on our services, or suggestions on how we can improve them, we'll be pleased to hear from you.



Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following definitions apply;

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Contract: the contract between Gaffey and the Customer for the sale and purchase of the Goods incorporating the Proposal and these Conditions.

Customer: the person or firm to whom Gaffey wishes to provide the Goods and which wishes to purchase the Goods from Gaffey as detailed in the Proposal.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, extreme or adverse weather conditions, or (in the case of Gaffey) failure of its suppliers or subcontractors.

Gaffey: Gaffey Technical Services Limited (registered at Unit 3a Newhouse Road, Huncoat Industrial Estate, Accrington, Lancashire, BB5 6NT in England and Wales with Company Number 04284286)

Goods: the goods (or any part of them) set out in the Order, having been referred to initially within the Proposal.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyrights and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Loss: actions, awards charges, claims, compensation, costs, damages, demands, expenses, fees, fines, liabilities, losses, penalties, proceedings and settlements and Losses shall be construed accordingly.

Order: the Customer's written purchase order for the Goods (in whatever form this may be and which shall for the avoidance of doubt include email), raised in response to the Proposal and in accordance with clause 2 below.

Order Period: has the meaning given in clause 2.2.

Promotional Materials: Gaffey's catalogues, brochures, Websites or such other applicable sales or promotional literature, materials or publications.

Proposal: Gaffey's written quotation or proposal to provide the Goods to the Customer incorporating these Conditions.

Specification: any specification for the Goods, including any related plans, images and other drawings, that is referred to in connection with the product code relating to the Goods in question.

Terms: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.8.

Warranty Period: has the meaning given in clause 5.2.

Websites: Gaffey's websites including <https://www.gaffey.co.uk/> and such other websites operated by it from time to time.

VAT: has the meaning given to it in clause 7.4.

1.2 In these Terms, the following rules of interpretation apply:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors or permitted assigns.

(c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written includes emails.

(f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.3 In the event of any conflict between the provisions of the Quotation and these Terms, the provisions of the document first appearing in this clause shall, save to the extent of any manifest and obvious error, take precedence to the extent of any conflict.

2. BASIS OF THE CONTRACT

2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Proposal shall remain valid for a period of 20 Business Days from the date specified on it (Order Period) and if the Customer accepts the position set out in the Proposal then it shall be required to raise an Order within the Order Period.

2.3 Any order made via telephone must be confirmed in writing. No responsibility will be accepted by Gaffey for inaccuracies due to orders being given by telephone.

2.4 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms and shall not incorporate any other terms and conditions beyond those set out in the Contract. The Customer is responsible for ensuring that the terms of the Proposal and the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.5 Gaffey may reject the Order at its absolute discretion and for any reason whatsoever and the Order shall only be deemed to be accepted at the earlier of when Gaffey delivers the Goods or issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.6 Any samples, drawings, descriptive matter, or advertising produced by Gaffey and any descriptions, colours or illustrations contained in the Promotional Materials are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3. SUPPLY OF GOODS

3.1 The Goods are described in the Promotional Materials as modified or supplemented by any applicable Specification.

3.2 The Customer shall indemnify Gaffey against all Losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Gaffey in connection with any claim made against Gaffey for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Gaffey's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 Gaffey reserves the right to amend the specification of the Goods and, where applicable, the Specification if required by any applicable statutory or regulatory requirements from time to time in force or to improve the Goods where to do so would not have a material adverse effect on the Customer.

4. DELIVERY

4.1 Gaffey shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Company reference numbers, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(b) if Gaffey requires the Customer to return any packaging materials to Gaffey, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Gaffey shall reasonably request. Returns of packaging materials shall be at the Customer's expense.

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- 4.2 Gaffey (or, where appropriate, the instructed carrier) shall deliver the Goods to the location set out in the Proposal or such other location as the parties may agree (Delivery Location).
- 4.3 Unless otherwise agreed, delivery of the Goods shall be on the basis of:
- (a) EXW (Gaffey's address as first set out above) (Ex Works - Incoterms 2010) where the final destination for the Goods is in the United Kingdom; or
- (b) FCA (Gaffey's address as first set out above) (Free- Carrier- Incoterms 2010) where the final destination of the Goods is outside the United Kingdom.
- 4.4 Any dates quoted for delivery are approximate only and Gaffey is under no obligation to provide an estimated delivery time. If a quoted date for delivery is not provided, delivery will be made within a reasonable time.
- 4.5 The time of delivery is not of the essence.
- 4.6 Gaffey shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event suffered by it or an instructed carrier (save where it is reasonably practicable to instruct another carrier) or the Customer's failure to provide Gaffey with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 If the Customer fails to take delivery of the Goods within five Business Days of Gaffey notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fourth Business Day after the day on which Gaffey notified the Customer that the Goods were ready; and
- (b) Gaffey shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If 10 Business Days after the day on which Gaffey notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Gaffey may resell or otherwise dispose of part or all of the Goods.
- 4.9 Gaffey may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
5. QUALITY, INSPECTION AND ASSURANCE
- 5.1 The Customer shall be required to inspect the Goods immediately upon receipt. In the event that:
- (a) there are any damages or defects in the Goods; or
- (b) an incorrect quantity of the Goods has been received; or
- (c) anything other than the Goods are received,
- the Customer shall be required to notify Gaffey within 10 Business Days of receipt. Where no such notification is made by the Customer to Gaffey in accordance with this clause, the Goods shall be deemed to have been accepted in all respects by the Customer.
- 5.2 Without prejudice to clause 5.1, Gaffey warrants that on delivery, and for a period of 12 months or such other period as specified in the Promotional Materials (Warranty Period), the Goods shall:
- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by Gaffey.
- 5.3 Subject to clause 5.4, if:
- (a) the Customer gives notice in writing to Gaffey during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) Gaffey is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Gaffey) returns such Goods to Gaffey's place of business at the Customer's cost (such reasonable return costs to be refunded to the Customer if the Goods are found to not comply with the warranty set out in clause 5.2),
- Gaffey shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full in addition to any reasonable return costs in accordance with clause 5.3.(c).
- 5.4 Gaffey shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.3;
- (b) the defect arises because the Customer failed to follow Gaffey's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods (where applicable);
- (c) the defect arises as a result of Gaffey following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of Gaffey;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description and any Specification provided as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.5 Except as provided in this clause 5, Gaffey shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.7 These Terms shall apply to any repaired or replacement Goods supplied by Gaffey.
6. TITLE AND RISK
- 6.1 Title to the Goods shall not pass to the Customer until the earlier of:
- (a) Gaffey receiving payment in full (in cash or cleared funds) for the Goods and any other goods that Gaffey has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; or
- (b) the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.3 and the proceeds of sale shall be immediately accounted to Gaffey and otherwise held in a fiduciary capacity on trust for Gaffey to the extent of any liability for unpaid sums.
- 6.2 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Gaffey's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify Gaffey immediately if it becomes subject to any of the events listed in clause 8.2; and
- (e) give Gaffey such information relating to the Goods as Gaffey may require from time to time.
- 6.3 Subject to clause 6.4, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Gaffey receives payment for the Goods. However, if the Customer resells the Goods before that time:
- (a) it does so as principal and not as Gaffey's agent; and
- (b) title to the Goods shall pass from Gaffey to the Customer immediately before the time at which resale by the Customer occurs.
- 6.4 If before title to the Goods passes to the Customer and the Customer becomes subject to (or Gaffey suspects that the Customer is about to become subject to) any of the events listed in clause 8.2 or fails to make any payment due to Gaffey in accordance with clause 7, then, without limiting any other right or remedy Gaffey may have:
- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- (b) Gaffey may at any time:
- (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

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7. PRICE AND PAYMENT

- 7.1 The price of the Goods shall be the price set out in the Proposal, or, if no price is quoted, the price set out in Gaffey's published price list in force as at the date of delivery or, if earlier in accordance with this clause 7, when payment becomes due.
- 7.2 Gaffey may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond Gaffey's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give Gaffey adequate or accurate information or instructions.
- 7.3 Unless otherwise agreed between the parties, the price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 7.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from Gaffey, pay to Gaffey such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 7.5 Gaffey may invoice the Customer for the Goods on or at any time after the despatch of the Goods from Gaffey's premises for delivery. The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice unless otherwise agreed in writing between the Parties. Payment shall be made to the bank account nominated in writing by Gaffey. Time of payment is of the essence.
- 7.6 If the Customer fails to make any payment due to Gaffey under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Co-operative Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Gaffey may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Gaffey to the Customer.

8. TERMINATION

- 8.1 If the Customer breaches any of the Terms or becomes subject to any of the events listed in clause 8.2, Gaffey may terminate the Contract with immediate effect by giving written notice to the Customer.
- 8.2 For the purposes of clause 8.1, the relevant events are:
- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the Customer takes any step or action in connection with the Customer being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - (e) the Customer's financial position deteriorates to such an extent that in Gaffey's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - (f) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 8.3 Without limiting its other rights or remedies, Gaffey may suspend provision of the Goods under the Contract or any other contract between the Customer and Gaffey if the Customer becomes subject to any of the events listed in clause 8.2(a) to clause 8.2(f), or Gaffey reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.4 On termination of the Contract for any reason the Customer shall immediately pay to Gaffey all of Gaffey's outstanding unpaid invoices and interest.
- 8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 8.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9. LIMITATION OF LIABILITY

- 9.1 Nothing in these Terms shall limit or exclude Gaffey's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any matter in respect of which it would be unlawful for Gaffey to exclude or restrict liability.
- 9.2 Subject to clause 9.1:
- (a) Gaffey shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - (i) loss of profit;
 - (ii) loss of goodwill;
 - (iii) loss of business;
 - (iv) loss of business opportunity;
 - (v) loss of anticipated saving;
 - (vi) loss or corruption of data or information; or
 - (vii) any indirect or consequential Loss,that arises under or in connection with the Contract; and
 - (b) Gaffey's total liability to the Customer in respect of all other Losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total net price of the Goods paid by the Customer to Gaffey under the Contract.
10. FORCE MAJEURE
- 10.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from a Force Majeure Event.
- 10.2 The Customer shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
- 10.3 If a Force Majeure Event prevents, hinders or delays the Customer's performance of its obligation for a continuous period of more than thirty days, Gaffey may terminate the Contract immediately by giving written notice to the Customer.

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11. CONFIDENTIALITY

- 11.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business and its products which the receiving party may obtain.
- 11.2 The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.
- 11.3 The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 11.4 This clause 11 shall survive termination of the Contract.

12. NOTICES

- 12.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or email.
- 12.2 A notice or other communication shall be deemed to have been received:
- (a) if delivered personally, when left at the nominated address referred to in clause 12.1;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second (2nd) Business Day after posting; or
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one (1) Business Day after transmission.
- 12.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. GENERAL

- 13.1 Assignment and other dealings.
- (a) Gaffey may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent of Gaffey.
- 13.2 Entire Agreement. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Gaffey including, for the avoidance of doubt, the information included in the Literature which is not set out in the Contract.
- 13.3 Severance.
- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
 - (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.4 Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 Rights and Remedies. No right or remedy conferred upon or reserved to Gaffey by these Terms is exclusive of any other right or remedy in these Terms provided or permitted by law, and each shall be cumulative of every other right or remedy now or in the future existing and may be enforced by Gaffey concurrently or from time to time.
- 13.6 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7 Further Assurance. The Customer shall, whenever requested by Gaffey, execute such documents and do such acts and things as Gaffey may require to give full effect to the Contract.
- 13.8 Variation. Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Gaffey.
- 13.9 Multi-Tiered Dispute Resolution.
- (a) If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute) then, except as expressly provided in this Contract, the parties may at their discretion follow the procedure set out in this clause:
 - (i) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, employees at management level (or the nearest equivalent) of the parties shall attempt in good faith to resolve the Dispute; and
 - (ii) if the management level employees are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the directors of the parties who shall attempt in good faith to resolve it.
 - (b) If the directors of the parties are for any reason unable to resolve the Dispute within 30 days of it being referred to them and the Customer is not registered in the United Kingdom, the parties will attempt to settle it by mediation.
 - (i) The parties shall have recourse to mediation in accordance with in accordance with the Rules, which are deemed to be incorporated by reference into this clause.
 - (ii) If the Dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the Dispute shall be submitted to the International Court of Arbitration of the ICC whose seat shall be London and shall be finally settled under the Arbitration Rules, by one or more arbitrators appointed in accordance with the Arbitration Rules. The Emergency Arbitrator Provisions under the Arbitration Rules shall not apply.
 - (iii) This clause 13.9 takes the form of an arbitration agreement and is governed by the law of England and Wales.
 - (iv) The language to be used in the mediation and in the arbitration shall be English.
 - (c) If the directors of the parties are for any reason unable to resolve the Dispute within 30 days of it being referred to them and the Customer is registered in the United Kingdom, the parties may commence court proceedings under clause 13.11 in relation to the whole or part of the Dispute.
- 13.10 Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 13.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).



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