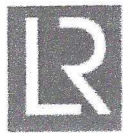


PROPOSAL FOR THE PROVISION OF CERTIFICATION SERVICES

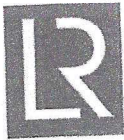
Clear-Flow Limited
Competence Management System (CMS)

Certification:
Delivering confidence on
business performance.



Lloyd's
Register

T 0800 783 2179
E enquiries.uk@lr.org
W lrqa.co.uk



Lloyd's
Register

About Lloyd's Register.

Lloyd's Register (LR) is one of the world's leading providers of certification and professional services – improving safety and increasing the performance of critical infrastructures for clients in over 75 countries worldwide.

The profits we generate fund the **Lloyd's Register Foundation**, a charity which supports science and engineering-related research, education and public engagement around everything we do. All of this helps us stand by the purpose that drives us every single day: Working together for a safer world.

A global organisation that speaks the local language, we understand national cultures as well as supply chain challenges. We recognise that every organisation and its management system are unique. At LR, we take time to understand the needs and unique circumstances of our clients and their businesses, to act with judgement, sensitivity and care.

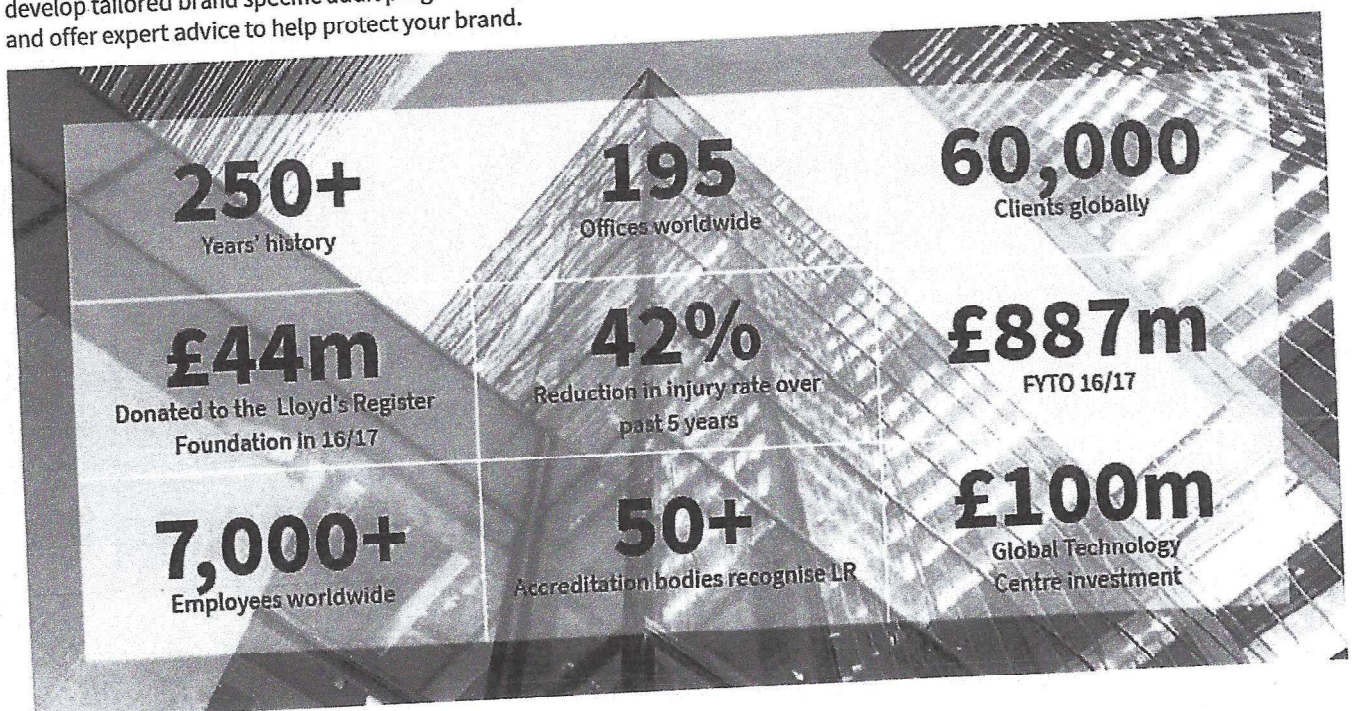
Certification and Assurance

From ISO 9001 and ISO 14001 to ISO 45001, the new occupational health and safety management system standard, LR has built a portfolio to meet your needs, and where possible, we will combine services into a single audit to save you time and money.

If you are looking for something more bespoke to your organisation, we can develop tailored brand specific audit programmes, run a range of training courses and offer expert advice to help protect your brand.



Our network of assessors, are calibrated to our exacting high standards thereby ensuring you receive robust assurance across the whole of your organisation.





Lloyd's
Register

Compliance. Covered with confidence.

Lloyd's Register prides itself in being one of the leading global providers of certification, validation, verification and training services for international management system standards.

Why work with us?

With recognition from over 50 accreditation authorities worldwide, independent certification provides credibility for your stakeholders through the globally recognised LR brand. We help you focus on what matters to your organisation by adding value through the right assurance services. In the UK, we hold accreditation from the United Kingdom Accreditation Service (UKAS) which means that you can be confident that we have the expertise and professionalism to carry out assessments.

Technical expertise

The technical know-how and project management expertise of our globally renowned experienced and highly trained experts ensures that we can adapt our assurance services to your business needs.

Global reach – local focus

We are a global organisation but we speak the local language, understand national cultures as well as supply chain challenges. Wherever you are in the world, we can work with you to help manage your risks and protect your reputation.

Lloyd's Register Foundation. Connecting science, safety and society

The Lloyd's Register Foundation is a charity that helps to protect life and property and support education, engineering-related research and public engagement. The Foundation's vision is to be known worldwide as a leading supporter of research, training and education – relevant to the field of engineering – which makes a real difference in improving the safety of the critical infrastructure that is vital to modern society. To support this, the Foundation promotes scientific excellence and acts as a catalyst working with others - lrfoundation.org.uk

Training

We provide practical client training courses, led by trained and qualified tutors. Many of our courses are endorsed by relevant professional bodies and based on our experience of assessing management systems. We offer both public and in-house training services including customised training solutions to meet your needs.

How to apply

To apply for LR's **Competence Management System (CMS)** assessments services, simply sign and complete our Service Offer and Agreement starting on page 4.

Your dedicated contact.

Maggie Slevin, Business Development Manager
E maggie.slevin@lr.org | T +44 (0)7805 767929 | W lrqa.co.uk



With a global operation, it's important to get both a high level view of our management system and support at a local level, which LR can offer us. The global reach of LR means we are confident that we are applying the same high standard of quality across the entire Van Leeuwen group.

Maureen van Engelen
Executive Director,
Van Leeuwen Pipe and Tube Group



LR's auditors apply common sense to situations, which strengthens our relationship and helps us continually improve the performance of our Integrated Management System.

John Fitzmaurice
Global Health, Quality, Safety and
Environmental (HSEQ) Manager, ALP



Lloyd's Register service offer and agreement.

1. Services

Lloyd's Register will carry out an assessment of the management system to establish compliance with Competence Management System (CMS) and in accordance with the proposed scope below:

Assessment Standards: **Competence Management System (CMS)**
 Proposed scope: **Competency Management System (CMS) relating to the provision of liquid waste management services including haulage, drain unblocking, sewer cleaning, tank cleaning, high pressure water jetting, CCTV surveys, drain lining, installation, maintenance & repair of drainage systems and septic tank emptying. Plus (TBC) Waste Operation (A17 Physico and Chemical Treatment Facility).**

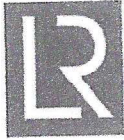
2. Fees

	Day Rate	Initial Assessment Days	Initial Assessment Total Price	Annual Surveillance Days	Tick as required
Application Fee	-	-	£695 - Waived	-	
Annual Management Fee	-	-	N/A	-	
Competence Management Scheme (CMS)	£995	3 days (+ 2 travel TBC at planning) 1 day + 1 travel - stage one 2 day + 1 travel - stage two	£4975	1 day + 1 travel per annum	<input type="checkbox"/>
Would you like us to contact you regarding our training services?					<input type="checkbox"/>

Prices are inclusive of assessor expenses (e.g. hotel, mileage, subsistence etc), but exclude VAT and international flight costs unless stipulated otherwise
 If the agreement is terminated before a visit takes place, the application fee will be charged
 Stage 2 and subsequent visit durations are subject to review by your assessor at the stage 1 visit and each subsequent visit
 All future visits are chargeable at the day rate applicable at the time of each visit
 Travel days (if applicable) are chargeable at the day rate applicable at time of each visit, where the assessor resides more than 2 hours each way from site.

Additional Notes

N.B - Treatment plant is not currently operational so depending on certification timing, this may need to be added into scope at a later date.



Lloyd's Register

Lloyd's Register service offer and agreement.

3. Agreement

Agreement date: 21/03/2019

Between: Lloyd's Register Quality Assurance Limited (LRQA)

Registered Office
71 Fenchurch Street
London
EC3M 4BS

UKAS Accredited Office
1 Trinity Park
Bickenhill Lane
Birmingham
B37 7ES

And: **Clear-Flow Limited**
Registered Office
Boscawen House, St. Stephen,
St Austell
PL26 7QF

Primary Site: St Austell
Other Sites:

LIVERTON DEPOT
UNIT 1, LITTLE LIVERTON
BUSINESS PARK
LIVERTON
NEWTON ABBOT, DEVON, TQ12 6AB.



4. Terms and conditions

This Service Offer and Agreement is governed by LR Terms and Conditions (GMS03-11-78(07/2018)) and any special terms and conditions as detailed in Section 5.

5. Special terms and conditions (if applicable)

Not applicable

Signed by authorised representatives of LRQA and Clear-Flow Limited:

For and on behalf of Clear-Flow Limited	For and on behalf of Lloyd's Register Quality Assurance Limited
Signed 	Signed 
Job Title <u>GENERAL MANAGER.</u>	Job Title <u>UK AI INDEPENDENT SALES MANAGER</u>
Name (BLOCK CAPITALS) <u>LUKE TURNER</u>	Name (BLOCK CAPITALS) <u>C. BIRD</u>
Date <u>22/03/2019</u>	Date <u>22/03/19</u>

(Reference: MS - Clear-Flow Limited - CMS IA - 1903m)

Ref No

--	--	--	--	--	--	--	--

Date 21/03/2019

Produced by Maggie Slevin

Lloyd's Register service offer and agreement.

Fees Explained

2.1. Justification Table.

Based on information provided by Clear-Flow Limited.

Effective Number of Employees	6
Determination of Effective Number of Employees	2 plant operatives, site manager, EHS Manager, OHS Manager, General Manager
Factors used to adjust mandays quoted based on IAF MD 5:2015 and EA-3/13M: 2016 guidance	Client preparedness for certification (already certified by 3rd party scheme).

- 2.2. Visit Durations.** The visit durations are based on the requirements of the accreditation mandatory document(s) for the duration of audits and other related accreditation guidelines. Any increases or reduction in duration to the maximum permitted are made using the factors permitted by these documents.
- 2.3. Detailed Justification.** A detailed justification of the factors used to determine the assessment duration in line with accreditation requirements will be included in the Stage 1 assessment visit report after completion of on-site verification of the relevant factors.
- 2.4. Certificate Renewal Visit.** A certificate renewal visit is due prior to the expiry of the existing certificate, the duration for this visit to be advised on completion of the prior surveillance visit and chargeable at the day rate applicable at the time of the visit.
- 2.5. Fee Rates.** Unless specified elsewhere in this agreement LR fee rates will be subject to annual review and will be increased in line with cost increases. Any such fee increases will be advised prior to work being carried out.
- 2.6. Accreditation Mark Costs.** The cost of providing one accreditation mark is included in the above fees. Any additional marks requested will be charged per mark, per annum at the rate applicable at the time of issue. This covers the cost of administration and levies imposed by accreditation bodies.
- 2.7. Special Visits.** If any non-conformances are reported during the assessment, surveillance, or certificate renewal visits, these will be issued to the client. Where necessary, additional follow up visits or remote reviews will be scheduled and carried out to verify corrective actions, which may be chargeable.
- 2.8. Short Notice Visits.** If the client receives a complaint that falls within the scope of this agreement, or the client notifies LR of significant changes to the scope of assessment and approvals issued under this agreement, LR will undertake either an unannounced or short notice visit to the client. The complaint or changes made will be investigated and the chargeable rates for such visits will be the day rate applicable at the time of each visit.
- 2.9. Cancellations / Postponed.** If the client should cancel a confirmed visit with 6 weeks prior to the scheduled date, LR reserves the right to levy a charge equal to the cost of the visit.

LR's account for new business.

Please complete this form to ensure LR has the correct address and contact information for invoicing and general correspondence purposes. Please return the completed form along with your signed contract.

Company name to appear on the invoice: Clear-Flow Limited		
	Invoice address	Alternative invoice address (if applicable)
Street	Boscawen House, St. Stephen,	CLEAR-FLOW HOUSE UNITED DOWNS INDUSTRIAL ESTATE
Town/City	St Austell	ST. OAY, REDRUTH
Post Code	PL26 7QF	TR16 5HY
Contact name	Vicki Cripps	MICHELLE THOMPSON
Job Title	Business Support	ACCOUNTS MANAGER
Telephone No	+44 1209 821000	01209 821000
E-mail	vcripps@clearflowltd.com	accounts@clearflowltd.com
Company Registration Number	04594915	
Company VAT Number	Client to advise	281 615263

Correspondence address if different to invoice address

Street	CLEAR-FLOW HOUSE UNITED DOWNS INDUST- RIAL ESTATE,	Contact name	VICKI CRIPPS
		Title	BUSINESS SUPPORT
		Telephone No	01209 821000
Town/City	ST. OAY, REDRUTH	E-mail	vcripps@clearflowltd.com
Post Code	TR16 5HY		

To be completed by sole traders / partnerships

How many Directors/Partners are in your organisation (list names and home address below)?	
Name	Name
Address	Address
Name	Name
Address	Address

Purchase orders (PO's)

Please tick below whether PO's will be issued to cover LR's assessment visits and PO's validity where applicable:

PO's will not be raised	<input type="checkbox"/>	PO's will be issued for each visit	<input type="checkbox"/>
PO's will be issued annually	<input checked="" type="checkbox"/>	PO's will be issued for the life of the contract	<input type="checkbox"/>

For office use only

Approval No							
JDE No							

Payment Terms:	30 days/DD/Lump sum
Other Payment Terms:	
CSC Initials & Date	
Contract Value	

This document may contain personal or sensitive data relating to identifiable individuals. This information is sent to you strictly on the condition that you agree to: (i) process it only for the purposes for which it is being supplied to you, (ii) store it only for as long as necessary, (iii) keep it secure and confidential and (iv) not share it with, or transfer it to, any third party other than on the instruction or written permission of Lloyd's Register, whilst at all times ensuring that you comply with applicable data protection laws and industry best practice and that you have appropriate data protection policies and procedures in place.

Lloyd's Register Quality Assurance Limited is a limited company registered in England and Wales.
Registered number: 1879370. Registered office: 71 Fenchurch Street, London, EC3M 4BS, UK. A member of the Lloyd's Register group.

Terms and Conditions.

GMS03-11-78(07/2018)

1) Terms of Payment

- 1.1. Payments due from the Client under this Agreement shall be paid in full in the currency specified within 30 days of the date on the invoice. All fees and expenses will be subject to the applicable taxes in the country in which the service is provided. The Client agrees to pay LRQA's applicable fees for the Services and pay all undisputed portions of invoices for the Services within 30 days of the invoice date. LRQA reserves the right to charge interest at an annual rate of 5% above the greater of the Bank of England base rate or the central bank equivalent in the country where the Client maintains its principal office on any amount remaining unpaid beyond 30 days, and may withhold any or all Services until the arrears, including interest, are paid.
- 1.2. Unless specified elsewhere travel and expenses incurred by LRQA in performing the Services will be charged at cost.

2) Client's Obligations

- 2.1. To provide LRQA and its accreditation bodies with access to information and facilities necessary to provide the Services, this includes allowing observers to attend the visits for the purposes of witnessing the activities of the LRQA personnel involved. To allow LRQA to make publicly available details of the certification(s) granted.
- 2.2. To maintain its management system(s) in compliance with the relevant standard(s).
- 2.3. To comply with LRQA rules governing use of its management system schemes' marks and accreditation body marks.
- 2.4. To advise LRQA of changes to the approved management system which are likely to affect the management system's compliance with the criteria referred to and approvals issued under this Agreement prior to making the changes.
- 2.5. To provide LRQA personnel with suitable protective equipment.
- 2.6. The Client has a duty to provide a safe place of work for LRQA's Assessors. This duty relates to places of work which are under the control of the Client, and
- 2.7. The Client is required to inform LRQA as soon as it becomes aware of any breach of an applicable regulatory requirement which has the potential (if identified by or reported to the regulator) to result in a regulatory authority prosecution or the issuing of a legally enforceable notice to improve or cease a process or activity being undertaken relevant to the Certified Management System. LRQA will review the details of any breaches brought to its attention and may elect to perform additional verification activities chargeable to the client to ensure compliance with specified requirements. LRQA reserve the right to suspend or withdraw certificates of approval / verification statements and opinions for either failure to inform LRQA or the appropriate regulator of such breaches.

3) Certificate of Approval and Complaints against the Client

- 3.1. The Certificate of Approval is valid from the original date of approval subject to the findings from subsequent visits, as set out in the Service Offer(s), proving satisfactory.
- 3.2. The Certificate of Approval remains the property of LRQA. In the event of the approval lapsing or being withdrawn, it is the responsibility of the Client to destroy the Certificate and any electronic or hard copies thereof.
- 3.3. In the event of complaints against the Client within the scope of this Agreement, which prove on investigation to be well founded, LRQA will carry out either one or a series of the following actions:
 - (i) Require corrective action to be implemented within a specified time
 - (ii) Suspend its approval and require corrective action to be implemented within a specified time
 - (iii) Withdraw its approval if requested corrective action has not been taken within the specified time, and
 - (iv) Withdraw the approval in the event of complaints of a highly serious nature where corrective action have not been specified or is deemed unsuitable.

4) LRQA's Obligations

LRQA agrees to:

- 4.1. Carry out an assessment to verify compliance of the Client's management system against the Assessment Standard(s)
- 4.2. Issue on completion of a satisfactory assessment a Certificate of Approval
- 4.3. Carry out surveillance visits and certificate renewal visits at the periods indicated in Part 1 of the Service Agreement
- 4.4. Report to the Client any non-conformances identified during any LRQA visits and request a follow-up visit to verify corrective actions, if necessary
- 4.5. Provide suitably qualified personnel to perform the Services
- 4.6. Consider any appeal directly to LRQA's General Technical Committee if the Client is dissatisfied with the Services provided and has failed to satisfactorily resolve the complaint through the local LRQA complaints' system; and,
- 4.7. Consider LRQA changes to assigned personnel if there is a justifiable reason for objecting to the individuals LRQA has provided.
- 4.8. If observers are present during the visit, LRQA will ensure that their role within the visit is clearly communicated and that they shall not influence or interfere in the audit process or outcome of the audit.

5) Confidentiality

- 5.1. LRQA, its officers, employees and agents agree to maintain as confidential and will not use or disclose to any third-party information obtained from the Client in connection with the Services without the Client's consent, except as necessary for delivery of the Services in accordance with the terms of the Agreement.
- 5.2. The confidentiality referred to in 5.1 above will be maintained during the term of and after termination of this Agreement, except for:
 - (i) information which was in LRQA's possession prior to disclosure by the Client
 - (ii) information which is in the public domain
 - (iii) information which is made available to LRQA from a source independent of the Client
 - (iv) information which is required to be made available to achieve or maintain LRQA Accreditation.

6) Liability

- 6.1. If the Client suffers loss, damage or expense which is proven to have been caused by negligent act, omission, or error of LRQA, its officers, employees or agents performing its services, LRQA will pay compensation for proven loss up to but not exceeding the fee charged by LRQA for that part of the Services which caused the loss.
- 6.2. Except as provided for in 6.1 above, LRQA its officers, employees or agents do not accept liability for any loss, damage or expense howsoever caused in carrying out the Services even if found to be a breach of warranty.
- 6.3. LRQA, its officers, employees or agents do not warrant the accuracy of information, assessment or advice supplied.

7) Indemnity

The Client agrees to indemnify LRQA against losses suffered by or claims made against LRQA as a result of misuse by the Client of any statement, endorsement, approval, certificate of approval or license to use an accreditation mark that may be granted by LRQA under this Agreement.

8) Termination

- 8.1. This Agreement will remain in force until terminated by either party giving 30 days' notice to the other.
- 8.2. On the date of termination any certificates that have been issued under the terms of this Agreement will immediately be invalid and shall be destroyed by the Client.
- 8.3. On termination by either party, fees due for Services completed prior to termination will immediately become payable and will be invoiced by LRQA accordingly.

9) Force Majeure

No claims can be made by either party for failures or omissions which could be considered as a breach of this Agreement where the cause of the failure or omission is reasonably beyond the control of either party.

10) Assignment

This Agreement shall not be assigned by the Client in whole or part unless an assignment is agreed by LRQA in writing.

11) Law and Jurisdiction

This Agreement and any dispute or claim between any member of the LRQA Group and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by English law. Except as provided below, LRQA and the Client irrevocably agree that the English courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Agreement or the Services provided hereunder. Nothing in this clause limits the right of LRQA to take debt collection proceedings against the Client in any other court of competent jurisdiction.

12) Entire Agreement

The parties agree that this Agreement constitutes the entire agreement between them, and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.

13) Anti-bribery, anti-corruption and data protection

The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and personal data protection.