



# Newton Maintenance and Timeview Telemetry Renewal 2024-2025 Rev0 Contract Ref: QT24\_25\_0184

Client: Newton St Cyres Parish Council

# Requirements and approach

## Background and requirements

This proposal is submitted to Newton St Cyres Parish Council regarding the upcoming expiry of the maintenance and Timeview Telemetry contract for the Newton rain gauge site. The current maintenance contract expires on 31<sup>st</sup> July 2024. This proposal covers the renewal of the Timeview Telemetry and maintenance program for Newton for another year until 31<sup>st</sup> July 2025.

Please note, in order that each community on the former Devon Pathfinder project can benefit from efficiency savings, as per the current contract this proposal has been costed alongside the renewal of the other Devon community Flood Warning sites.

This proposal is submitted by Hydro International Data, Insight & Analysis Ltd (Hydro), a wholly owned subsidiary of Hydro International Ltd.

## Maintenance

The current maintenance contract expires on the 31<sup>st</sup> July 2024. The last maintenance visit under the existing contract was carried out in December 2023. It is typically recommended that six-monthly maintenance visits are undertaken as a minimum at sites Hydro maintains. As the Client has however previously requested one (1) maintenance visit per year only, this renewal only includes for one (1) maintenance visit, which will be carried out in December 2024. The maintenance visit will consist of a visual check of the equipment, cleaning of the equipment (if safe to do so), calibration of the data logger, and a check of the Telemetry. Following each visit, a brief maintenance report will be issued to the Client.

If an additional 'call out' is required, this will be charged at the same price as the maintenance visit.

The battery life of the systems is expected to last from 1-2 years. The Client currently has one (1) replacement data logger battery in stock (previously purchased). The replacement battery is due to be used in June 2024 (whilst Hydro is completing other work in the area). If the battery is found to fail before the next visit, we will re-organise the visit to occur earlier if possible. If a maintenance visit cannot be re-arranged, a 'call out' may be required at the price of a maintenance visit but will be discussed and agreed with the Client.

A summary of details is provided in Table 1.

## Timeview

The existing Timeview Telemetry license for Newton St Cyres Parish Council expires on the 31<sup>st</sup> July 2024. This proposal includes an extension for another year until 31<sup>st</sup> July 2025. No SMS alarm bundles have been included in the costs shown in Table 2, as the current credit level on the Timeview account is 397 credits (as of 16<sup>th</sup> May 2024). We have included the cost for checking the Telemetry on a weekly basis, for any issues. This enables us to respond if there is a problem at the site. If the site is not working, we will inform the Client and consider either bringing a maintenance visit forward or asking the Client if they want an additional paid visit to resolve the issue. If a visit outside of a planned maintenance visit is required, Hydro will issue a proposal to the Client for the site visit.

## Site Summary Details

Newton Site Details				
Site	Monitoring Equipment	Expiry Date	Proposed Expiry Date	Renewal recommendation
Newton St Cyres	Rain gauge	31 <sup>st</sup> July 2024	31 <sup>st</sup> July 2025	12 months Timeview Telemetry renewal 1 maintenance visit

Table 1: Newton Site Details

## Project costs

### Key constraints, assumptions, and risks

Our fee proposal assumes the following items. In the event of a change to these, we reserve the right to adjust our fee proposal to reflect the implication of the change.

1. All prices are exclusive of VAT, which will be charged at the prevailing rate.
2. Hydro only operates from Monday to Friday 09:00 – 17:00 with no weekend, bank holiday or evening working.
3. All water level monitoring equipment is out of warranty.
4. Any access agreements or negotiations will be undertaken by the Client to facilitate access for maintenance of the site.
5. It is understood that the site is freely accessible with no keys required for access.
6. We have not included for reactive site visits to fix problems with the equipment. We would normally make every effort to reschedule one of the scheduled maintenance visits, in the rare eventuality of equipment failure. If this is not possible, or the Client wishes us to undertake a separate visit, then this would be charged as extra
7. The maintenance will be undertaken by one (1) Field Technician in one (1) day and has been batched with other similar community Flood Warning Sites to reduce the cost.
8. If any of the other community Flood Warning sites are not renewed, Hydro has the right to issue an amended proposal to the Client.
9. In the unlikely event of water level monitoring equipment failure, the part at fault will be replaced on site, if safe to do so, and the Client will be charged accordingly. If it is not safe to replace on site during a maintenance visit, a separate quotation will be sent for the repair.
10. Upon arrival at the site the Field Technician will undertake a dynamic risk assessment to assess the safety of accessing the site. If the visit cannot be completed for safety reasons. The cost of the visit (travel expenses and travel time only) will be chargeable to the Client and Hydro will issue a proposal with a revisit cost to the Client.
11. Any replacement parts required will be charged as extra by arrangement with the Client.
12. Following the maintenance visit recommendations may be made for equipment repairs. If this occurs, Hydro will provide the cost in a separate proposal.
13. Any SMS credits required will be charged to the Client. Current cost is £40 for 250 credits.
14. The costs outlined in this proposal will be invoiced upfront to the Client upon award.
15. This proposal is valid for 30 days.

The critical programme and financial risks that we can identify at this stage are noted below:

- **Risk 1: Weather delays:**  
 Should the weather create a situation where it is unsafe to start or complete the works then work will be suspended until such a time that the site conditions are deemed safe. This may lead to a short delay or if conditions persist then the delay may incur cost due to staff having to leave site and remobilise at a later date.
- **Risk 2: Vandalism:**  
 It is not possible to guarantee full protection against vandalism, but our experience of installing over 900 flood warning sites throughout the UK means that we have developed 'low key' installations which blend into the surroundings and are unobtrusive. Given the size of the network that we operate, we suffer very little vandalism.

## Costs

Our lump sum fixed fee for undertaking the work is **£599 exc. VAT**

This fee proposal is offered on the basis of:

- A lump sum, fixed fee, inclusive of all staff costs and expenses.
- All costs will be invoiced upfront to the Client upon award.

This fee proposal includes expenses, which will be charged at cost. This proposal excludes VAT, which will be added to every invoice at the prevailing rate and is valid for a period of 30 days from the date of this proposal.

Newton Fee Proposal				
	Item	Fees	No	Total
1	Newton Maintenance Visit (1 Per Year, 1 Site)	£444	1	£444
2	Newton Timeview (1 Year, 1 Site)	£155	1	£155
<b>Total (£) (exc. VAT)</b>				<b>£599</b>

*Table 2: Summary breakdown of Hydro's fee proposal*

## Terms and condition

1. All costs exclude Value Added Tax which will be charged at the prevailing rate.
2. The information, proposals and costs contained in this submission shall be treated as confidential and shall not be divulged to third parties other than Newton St Cyres Parish Council personnel engaged in the evaluation of proposals.
3. This proposal assumes that the work will be under Hydro Terms and Conditions (attached with this proposal, as Appendix 1).

# Appendix 1: Hydro Standard Terms and Conditions

Standard Terms and Conditions: Hydro International Data, Insight and Analysis LTD



## 1. Definitions

- 1.1 In this Agreement:
- (a) "Hydro International" or "Hydro" or "DIA" or "the Seller" means Hydro International Data, Insight Analysis Ltd and all its business streams and divisions.
  - (b) "this Agreement" shall mean these Terms & Conditions of Business, the Hydro International Data, Insight Analysis Ltd Offer ("the Offer") and any variations thereof made in accordance with Clause 4 hereof, instanced upon acceptance of an order.
  - (c) "Force majeure" shall mean conditions beyond the reasonable control of Hydro. These include those consequent upon the failure by Third Parties (including the Client), to prepare or supply dependent items or information, and postponement or delay due to factors beyond Hydro control, including those related to the occurrence or effects of all natural and unnatural events and disasters, including, but not limited to: fire, storm, flood, earthquake, volcanic eruption, war and nuclear contamination.
  - (d) "Services" shall mean the consulting services to be provided hereunder set out in the Offer.
  - (e) "Products" shall mean the products to be provided hereunder set out in the Offer.
  - (f) "Goods" mean the services and/or products to be provided hereunder set out in the Offer.
  - (g) "Project" means the planning and delivery of the above goods.
  - (h) "In writing" shall include any communication sent by post, e-mail or facsimile and "written" shall be construed accordingly.
  - (i) "Client" or "Buyer" means the party or parties specified in the Offer to supply.
- 1.2 The headings in this Agreement are for guidance only and shall not affect its construction.

## 2. Company Policies

- 2.1 The attention of Customers, Partners and Suppliers is drawn to the policies and procedures operated by Hydro, including those for Quality, Environmental and Health and Safety. More details are available from our Web Site or upon request.

## 3. Third Party Rights

- 3.1 Nothing in this Agreement confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement.

## 4. Acceptance and Variations

- 4.1 No variations to the terms of this Agreement shall be made except by agreement in writing between the parties.
- 4.2 Hydro offers are by default valid for a period of 30 days. Any subsequent variation in terms, conditions or prices will be shown in a superseding Offer.
- 4.3 Hydro charge rates and product price lists may be changed at any time, without notice, except by specific written agreement such as a framework contract, and therefore should not generally be considered as an offer or quotation.
- 4.4 Hydro may modify or withdraw offers at any time prior to formal written acceptance of the buyer's order.
- 4.5 Hydro may modify or withdraw offers at any time after written acceptance, subject to the outcome of a site visit or the emergence of other information not fully or accurately disclosed before the offer was made (see Liability).

## 5. Entry into Force

- 5.1 This Agreement shall enter into force immediately after the following conditions have been met:
- (a) the Offer has been accepted in writing by the Client (e.g. by a Purchase Order) and either agreed in writing by the Seller (e.g. via an Order Acknowledgement) or by commencement of delivery of the Goods.
  - (b) any advance payment specified in the Offer has been credited to the account of Hydro at its bank.
- 5.2 No order which has been accepted by the seller may be cancelled by the buyer except with the written agreement of the seller and on the terms that the buyer shall indemnify the seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages charges and expenses incurred by the seller as a result of cancellation.

## 6. Appointment

- 6.1 Hydro shall be subject to the terms hereof and in particular to the provision or supply by the Client (free of charge to Hydro) of the data, information, assistance, facilities and approvals set out in the Offer to carry out the Project in consideration whereof Hydro shall be remunerated in accordance with the terms of the Offer.

## 7. Intellectual Property Right

- 7.1 The copyright and other like intellectual property rights in all documents (including any maps or computer programs) prepared or compiled by Hydro hereunder shall remain vested in Hydro but the Client shall have a free licence to use such of those documents as are supplied hereunder for those purposes for which the same were prepared or compiled. Where appropriate the buyer must take the necessary steps to protect the seller's IPR rights.

## 8. Delivery

- 8.1 Unless agreed in writing before the commencement of the contract, the time of delivery is not of the essence of the contract and shall not be made so by the serving of any notice. Where appropriate, the stated delivery is subject to delivery by suppliers.
- 8.2 The buyer must notify the seller of any defect in products or services, within 10 days of delivery.
- 8.3 The buyer shall take all care of suspected defective products until returned under warranty, within 20 days of notification.

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## 9. Payment

- 9.1 Unless otherwise agreed in writing, or stated in the seller's quotation or acknowledgement of order, all projects including significant value of products and/or services will be subject to invoicing upon mobilisation for equipment and other start up costs, and at other appropriate milestone stages during the project. The specific and appropriate deliverables, and anticipated timing of these other milestone stages will be subject to discussion and confirmation upon project start up.
- 9.2 Payment shall be made so as to be received by Hydro bank within 30 days of the presentation of a valid invoice by Hydro, including VAT and any other applicable taxes at the prevailing rate, and no payment shall be deemed to have been received until the seller has received cleared funds.
- 9.3 The seller reserves the right to demand the payment of overdue invoices at any time before proceeding further in the project or any other contract with the buyer, and to charge interest on overdue payments at 3% above the prevailing bank base rate.
- 9.4 The seller shall have a lien on all delivered and undelivered goods which the buyer agrees to purchase from the seller for all monies due from the buyer to the seller under any contract between them. The buyer shall not be entitled by reason of any set-off counterclaimed, abatement or analogous deduction to withhold payment of any amount due to the seller unless agreed in writing by a director of the seller or the buyer has a valid court order requiring an amount equal to such deduction to be paid by the seller to the buyer.
- 9.5 The seller may, by negotiation, fairly increase the price of goods to reflect increases in costs during the life of the project or framework contract, or else terminate the agreement if consensus cannot be achieved.
- 9.6 Where the services include Products, the seller may issue an invoice covering the Product component of the order prior to installation of such Products. This will usually be at the point that such Products are ordered from the supplier.

## 10. Suspension and Termination

- 10.1 Either party may give 14 days written notice of termination to the other party in the event of (a) a breach by the other party which has not begun to be rectified within 14 days of written notice thereof or of (b) the persistence of force majeure for 60 days or more.
- 10.2 Payment to Hydro in the event of termination as aforesaid shall comprise (a) payments due for such of the Project carried out up to and including the date of termination (b) payments due pursuant to Clause 7.3 hereof and (c) the costs of repatriation (if any) and of any commitments entered into by Hydro on the assumption that this Agreement would run its full course.

## 11. Language, Weights and Measures

- 11.1 All written communications between the parties and all documents supplied shall be in the English language and all calculations will be based on the metric system of weights and measures.

## 12. Law

- 12.1 The construction validity and performance of this Agreement shall be governed by and construed under the laws of England and for all matters arising under or in connection with this Agreement the parties shall submit to the exclusive jurisdiction of the courts of England and Wales, unless otherwise agreed in writing, prior to commencement of contract.
- 12.2 Nothing in these terms and conditions shall prejudice other rights and remedies for the buyer under the law.

## 13. Liability

- 13.1 Hydro shall exercise reasonable professional skill care and diligence in the provision of the Goods and/or Services hereunder and shall only be liable for any negligent failure so to provide.
- 13.2 The total liability of Hydro under or in connection with this Agreement howsoever arising shall not exceed in aggregate six times the fees payable to Hydro under this agreement (excluding VAT), or £1,000,000, whichever is the lesser.
- 13.3 If any part of the Services is performed negligently or in breach of the provisions of this Agreement then, at the request of the Client (if the request is given within three months of the delivery), Hydro shall be entitled to re-perform the relevant part of the Services, always subject to Clause 13.1 above.
- 13.4 No guarantee of result, outcome or performance other than is consistent with clause 1 above is provided, and payment shall not be deemed conditional upon any particular result, outcome or performance.
- 13.5 Hydro shall have no liability for any failure or delay in the provision of the Goods and/or Services or any part thereof resulting from force majeure and the Client shall, where appropriate, continue to pay Hydro in accordance with the terms hereof during the persistence of force majeure.
- 13.6 Hydro Liability for indirect or consequential costs and damages, howsoever arising (including force majeure), is expressly excluded.
- 13.7 Any property owned or otherwise supplied by (or on behalf of) the buyer will be at the buyer's risk.
- 13.8 In the case of export of products and/or services the buyer shall be responsible for all insurance, duties and other legal requirements. Payment terms will be specified by the seller, and delivery will be dependent upon payment.
- 13.9 Save where otherwise agreed between the parties in writing, Hydro shall be entitled at the cost of the Client to carry out a prior inspection of the site at which the Services are to be performed and/or the Products delivered. In the absence of any such inspection, the client shall accept responsibility for the completeness and accuracy of all necessary information regarding the site and associated requirements, and the provisions of the foregoing sub clauses of this clause shall apply, including payment for Hydro costs and staff time incurred as a result of any shortfall in the necessary information.
- 13.10 Hydro shall maintain insurance to cover its obligations for a period of 6 (six) years following completion of its work on all contracts. Liability for more than six years is expressly denied, unless paid for at the Client's cost by separate one-off insurance cover.

## 14. Third Party Product Warranties

- 14.1 Except by explicit agreement, all Products supplied by Hydro are warranted by the original manufacturer or supplier to the terms and performance standards and for the period warranted by the product manufacturer or supplier

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- 14.2 Initial reporting of Issues which may lead to product warranty claims should be made to Hydro, through the Hydro project Manager.
- 14.3 Where extended product warranty arrangements have been made, the Hydro Project Manager will pursue claims on behalf of the Client, to effect remedies within the terms of the particular extended product warranty arrangements concluded with Hydro.
- 14.4 In all other cases:
- (a) All warranty claims are to be made in accordance with the third party supplier's terms and conditions
  - (b) Such claims should be made directly to the third party supplier and not to Hydro
  - (c) Initial reporting of Issues which may lead to such claims may be made via the Hydro Project Manager.

## 15. Assignment of Rights

- 15.1 Should a formal Letter of Reliance or the assignment of rights or benefits to a third party be required, then this may be provided in consideration of the payment of two hundred and fifty pounds (£250.00) to Hydro (the Consultant).
- 15.2 The documents or data to be relied upon will be listed in the Letter of Reliance.
- 15.3 Any licences, benefits and rights given by the Letter of Reliance may only be assigned on one occasion only and within a period of 6 (six) years from the date of the earliest document upon which reliance is placed.



*Offices and Units at*

**Clevedon**

**Crawley**

**Exeter**

**Malvern**

**Reading**

**Sheffield**

**Stirling**

***Registered office***

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