# **A Pura**TANK

Underground Liquid Storage Tank Installation & Maintenance Guide

www.atlantistanks.co.uk

**Atlantis** 



# Contents

Introduction	3
Tank Sizes & Specifications	4
Standard Connection Orientations	7
Preliminaries	8
Tank Handling (Read before unloading!)	9
Installation: Overview	10
Installation: Precautions	12
Installation: Step-by-step Guide	13
Sales Terms & Conditions	17







### Introduction

### Receipt of goods...

- The following information is provided to assist the installation process:
- Deliveries to site will be organised in conjunction with Site Agents to ensure that arrangements have been made for their safe receipt; Site Agents are advised to ensure that all goods are thoroughly checked on receipt against delivery documentation as items later reported as missing or damaged cannot be replaced and will need to be re-ordered.
- It should particularly be noted that the condition of the tank becomes the responsibility of the Site Agent once unloading from the delivery vehicle commences.

### Health & Safety...

- The main installation phases of a PuraTank underground tank are:
  - Ground works to prepare the ground for the installation of the tank, and installing the associated drainage and service-duct runs
  - Unloading & manoeuvring the tank to the installation position
  - Installation of the tank and its connection to the drainage runs and service duct
  - · Correct backfilling of the tank
- All Health & Safety precautions applying to such works are to be implemented, with risk assessments and method statements (RAMS) being prepared.



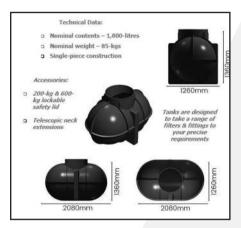






# **Tank Sizes & Specifications**

Sizes and specifications shown depend on your order.









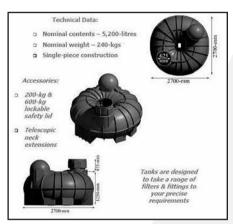
**Atlantis** 

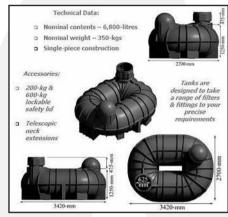


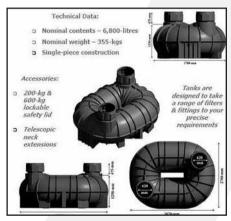


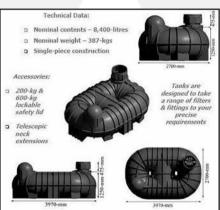
# **Tank Sizes & Specifications**

Sizes and specifications shown depend on your order.









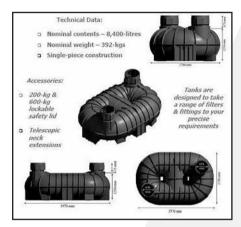


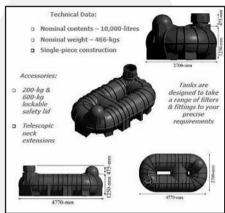


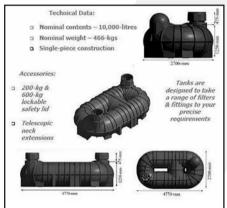


# Tank Sizes & Specifications

Sizes and specifications shown depend on your order.









**Atlantis** 





### **Standard Connection Orientations**

 $\rightarrow$ 

Direction of drainage flow



Service duct orientation





#### **PLEASE NOTE:**

- 1. Service-ducts need to be directly aligned with controls location
- 2. On direct-pressure systems, service-ducts must drain towards tank
- 3. Invert-drops across filters are CF-zero; PF-66mm; VF1-300mm





**Atlantis** 

www.atlantistanks.co.uk



### **Preliminaries**

 Responsibility for ordering the right tank for the project, and with the right connections to suit the drainage and service-duct connections to suit the underground works, lies with the Buyer.

### 7. 🛕

The Site Agent is responsible for checking that the right tank has been delivered to site with all concerned knowing all the implications of its installation; these include factors such as:

- Required capacity and any dimension constraints
- Site access and routes to site
- Filter and other fitments requirements
- Orientation of connections, and any associated invert-level changes
- Ground conditions, re: soil type, water table, contamination etc
- Depth of excavation, adjacent structures, their foundations and proximity to utilities
- Traffic-bearing characteristics
- Topography (adjacent slopes and banks) and proximity to trees
- Delivery timetables

#### 8. Delivery:

Timing of the delivery of the system will always be pre-agreed with the Site Agent and is usually timed to ensure that the tank can be down-loaded, transferred to plot, installed and back-filled with the minimum of delay.

### 9. 🛕

#### **Accountability:**

Responsibility for the tank passes to the Site Agent once unloading commences; it is therefore important that the buyer accepts the condition of the tank on arrival before they attempt to move or attach lifting equipment.







# Tank Handling

10. A PuraTank underground tanks are designed to be lifted and manoeuvred only when empty; they are not therefore to be lifted when containing water under any circumstances as this will add considerable weight.

11. 

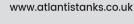
It is recommended that the tanks be unloaded from delivery lorries, moved around site, and lowered into their installed position by attaching lifting straps/chains and appropriately sized D-shackles to the lifting points provided, or by use of lifting straps around the whole tank.

#### Points to note are:

- The centre of gravity of the tank needs to be established by trial & error before fully raising the tank
- Chain lengths need to be adjusted so that the tank lifts horizontally
- To stabilise the load when moving around site, guide-ropes should be attached to enable operatives to control load-swing from a safe distance.







### Installation Overview

12. PuraTank underground tanks, as per the specifications above, have been specifically designed to store harvested rainwater although they can be used in many other applications.

Please contact a member of the PuraTank team to discuss further.

- 13. 1 The tanks are designed to be installed in specific accordance with the instructions that follow; the civils design of a structural engineer is to be followed if any of the following tank installation conditions are present:
  - Trafficking by vehicles other than ride-on lawn-mowers
  - Closer than 4-metres to the foundations of another structure
  - Closer than 4-metres to an adjacent significant change in ground-level
  - Outside the depth parameters identified in the installation diagrams below
- 14. Installation in heavy clay soil or in areas that will experience high water-tables will also affect the installation as highlighted on the installation diagrams.
- 15. A If site personnel are faced with any of the conditions noted above, they should seek supervisory advice before commencing tank installation.
- 16. The tanks are designed to take pedestrian and light mower loading only, with the range of excavation depths shown in the installation diagrams below;
- 17. The customer may, if wished, substitute their own brick-construction manhole and cover provided these are so constructed that they do not transfer any weight onto the tank.
- 18. Pipe-falls must be a minimum of 1:100 in the direction of water-flow, ie rainwater delivery pipe and service duct <u>towards</u> the tank, and the overflow <u>away</u> from the tank.

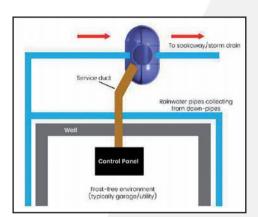






### Installation Overview

- 19. The installation of the rainwater storage tank, and its connection to the water-supply, wateroverflow and service-duct pipes should be undertaken at the same time as the overall underground works for the project.
- 20. The tank should be aligned to provide the straightest possible service duct run between the tank and any such Control Unit as other pipe-work and cabling etc need to be fed through this duct at a later stage; the figure below shows this ideal relationship (bearing in mind the possible permutations shown on page 7).



#### **PLEASE NOTE:**

See standard oientation of connections on Page 7.

Any requirements for nonstandard orientations must be signed-off at the time an order is placed.

- 21. A The tank must be handled strictly in accordance with the instructions at paragraphs 10 & 11 above, and installed in accordance with the step-by-step guide below; once installed, the position of the tank is to be clearly marked and over-driving by vehicles within 4-metres of a tank edge is strictly forbidden.
- 22. All pipe-work associated with a rainwater harvesting system must be kept totally clear of site debris, to which end they must have sealed ends when being pulled through.
- 23. To prevent roof-water entering the tank prior to the system entering service, the in-tank filter (if applicable) is to be covered with polythene until the property is ready for occupancy; this cover is to be removed as a part of the commissioning process.





Atlantis www.atlantistanks.co.uk



## **Installation Precautions**

24. 🛕

To ensure the integrity of the tank is not prejudiced during installation, and satisfactory subsequent operation of the complete system, the following precautions are to be strictly observed:

- Allow the tank to settle onto the pea-gravel base under its own weight initially, and the weight of the water introduced into it
- Care is to be taken to ensure that site debris/dust is not allowed to enter the tank during or after its installation
- Under no circumstances:
  - Tamp-down the infill with machinery
  - Tamp-down finished ground level with machinery
  - · Drive vehicles over tanks installed as above







### 25. 🛕

The following is a step-by-step guide to the installation of the tank when none of the abnormal conditions noted at paragraphs 13 & 14 are present:

- Arrangements should be made for the tank to be delivered, coincident with the day it is due to be installed; with this in mind, when delivery is expected ensure:
  - Suitable access and parking arrangements have been made for the delivery vehicle
  - Plant is available to unload the tank
  - A clear route has been designated between the delivery vehicle and the installation site
  - The installation site is level and clear of obstacles and site debris and, ideally:
    - The water ingress pipe-work is complete and ready for connection
    - The water overflow pipe-work is complete, ready for connection, and is itself connected to the surface water management system (soakaway, storm-drain or attenuation as appropriate)



- The service duct is ready for connection, complete with:
  - Internal draw-cord (if provided); this should be left in-place on completion
  - 32-mm High Performance Polyethylene (HPP) delivery pipe, fedthrough, section by section, as the service duct is installed.



- Before starting the installation, confirm no added precautions (see paragraphs 13 & 14) apply; ie, the instructions of a structural engineer must be followed, if any of the following apply:
  - Vehicular over-trafficking required
  - Closer than 4-metres to adjacent foundations, earth bank (above or below) or raised patio
  - Depth of installation, or constraints arising from clay soil or high watertable not in accordance with installation diagrams below
- · Complete and sign-off risk assessment
- Complete and sign-off the method statement



Calculate depth of dig with reference to the diagrams below



· Confirming minimum & maximum tank cover depth will not be exceeded



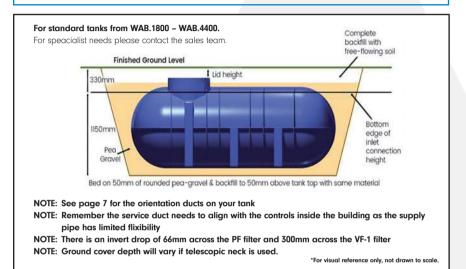






#### PLEASE NOTE:

All measurements (apart from the tank-cover dimension) are taken from the bottom edge of the rainwater inlet invert level as determined by the drainage plan.



For standard tanks from WAB.5200 - WAB.10000.

For speacialist needs please contact the sales team. Maximum 1345mm : Minimum 545mm Finished Ground Level neck + lid Complete Tank co er depth 845mm to 1145mm height backfill with free-flowing soil Standard range using Bottom neck + lid edge of connection height 1500mr Gravel

NOTE: See page 7 for the orientation ducts on your tank

NOTE: Remember the service duct needs to align with the controls inside the building as the supply pipe has limited flixibility

Bed on 50mm of rounded pea-gravel & backfill to 50mm above tank top with same material

NOTE: There is an invert drop of 66mm across the PF filter and 300mm across the VF-1 filter

\*For visual reference only, not drawn to scale.

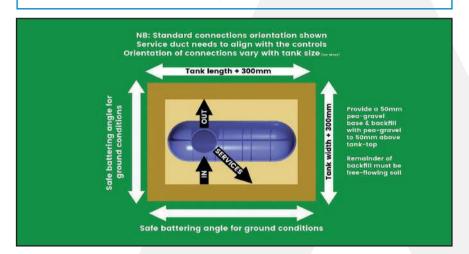






#### **PLEASE NOTE:**

Before commencing the dig, ensure invert-level + 300mm is not less than 545mm or more than 1345mm from the finished ground level if the tank is to be unprotected.



- Line-mark dig area, allowing for:
  - Alignment of tank water entry and exit connections, and the service-duct connection

(NOTE: The service duct must slope towards the tank on direct pressure systems to gravity-feed the mains-water top-up)

- (Tank plan-view dimensions) + (300-mm for tank manoeuvre/access)
  - + (suitable allowance for battering depending on ground conditions)
- Dig the excavation, anticipating that ground water ingress may be
  experienced in the process; if necessary, keep water interference to
  a minimum by use of a pump; if the ground needs to be stabilised to provide
  a firm base for the tank, the excavation depth should be increased by 250-mm
  and replace with a mixture of hard-core and sand
- Bed the bottom of the excavation with 50-mm of 10-mm washed pea-gravel









- Position tank on the pea-gravel base, and check vertical and horizontal alignments between tank connectors and the drainage runs/service duct, allowing for 10-mm of tank settlement at the next step
- Fill 1/3rd full of water to settle tank into the pea-gravel, and bring connectors and pipe-work into final alignment
- Connect all pipe-work (ie rainwater-in, overflow-out, and service duct)
- Install neck and seal the joints with a good bead of silicon sealant to avoid later ingress of ground-water; then fit lid to ensure that no backfill material can enter the tank
- Backfill around and under the tank body and sides of the excavation with more 10-mm washed pea-gravel up to the level of the water inside the tank
- Continue backfilling around and under the tank with pea gravel until the crown of the tank is covered with 50-mm of pea gravel
- Continue filling the tank water, keeping pace with the backfill level up to the level of its inlet/outlet connections
- Complete backfill to finished ground level with free-flowing material
- Once the installation is complete and the tank connected:
  - Install filter (if applicable and not already installed)
  - Seal filter with strong polythene (to prevent roof water entering the tank until the whole system is ready to be handed over to the end-user)
  - · Secure the tank lid
  - Mark out an exclusion zone 4-metres outside the original excavation footprint to prevent site vehicles accidentally driving over the tank during construction work
  - Secure the tank lid
  - Mark out an exclusion zone 4-metres outside the original excavation footprint to prevent site vehicles accidentally driving over the tank during construction work.







## Sales Terms & Conditions

#### 26. Please see below:

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply products ('Products') to you ("Conditions"). Pleaseread these Conditions carefully before ordering any Products from us. You should understand that by ordering any of our Products, you agree to be bound by these Conditions.

You should print a copy of these Conditions for future reference.

#### 2. YOUR STATUS

By placing an order with us, you confirm that you are legally capable of entering into binding contracts.

By placing an order with us, you also confirm that:

- (a) You are a business that is incorporated and operating in the United Kingdom; or
- (b) You are an individual who is 18 years or older and a sole trader or a partner in a partnership incorporated and operating in the United Kingdom.

We rely on these statements by you in entering into an agreement with you for sale of any Product.

#### 3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Products. All orders are subject to acceptance by us, and we will confirm any such acceptance to you by sending you an e-mail that confirms that the Products have been dispatched ('the Dispatch Confirmation'). The contract between us ('Contract') will only be formed when we send you the Dispatch Confirmation.
- 3.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.
- 3.3 We may, in our absolute discretion, allow you to cancel the Contract and return the Products at any time within fourteen days after the date on which the Contract is formed. If we agree to cancel the Contract under these circumstances, we will refund the price of the Products after deducting delivery, return and re-stocking costs.

#### 4. AVAILABILITY AND DELIVERY

- 4.1 We shall deliver the Products to the location set out in the Order or such other location as the parties may agree ('Delivery Location').
- 4.2 We will use our reasonable endeavours in an effort to ensure that your order is fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation ('Delivery Date').
- 4.3 Delivery is completed on the completion of unloading of the Products at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.5 If we fail to deliver the Products, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods









of similar description and quality in the cheapest market available, less the price of the Products. We shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

- 4.6 You must inspect the Products on delivery and notify us without delay if you identify any defects.
- 4.7 If you fail to accept delivery of the Products on the Delivery Date, then, except where such failure or delay is caused by a Force Majeure Event or our failure to comply with our obligations under the Contract:
- (a) Delivery of the Products shall be deemed to have been completed on the Delivery Date.
- (b) We shall store the Products until delivery takes place and we hold the right to charge you for all related costs and expenses (including insurance). The storage fee applies as follows:
- free of charge for up to 1 month from the originally agreed delivery date.
- > 1 month the charge is £20 per m² per week.
- 4.8 After a period of time, if you have not accepted actual delivery of the Products, we may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Products or charge you for any shortfall below the price of the Products.
- 4.9 Additional terms and conditions relating to delivery are available on our web site. Please read those terms and conditions carefully before ordering any Products from us. You should understand that by ordering any of our Products, you agree to be bound by those terms and conditions as well as these Conditions.

#### 5. RISK AND TITLE

- 5.1 The Products will be at your risk from the time of delivery.
- 5.2 Ownership of the Products will only pass to you when we receive full payment (in cash or cleared funds) of all sums due in respect of the Products, including any delivery charges.
- 5.3 Until title to the Products has passed to you, you shall:
- (a) Not remove, deface, or obscure any identifying mark on or relating to the Products.
- (b) Not install the Products.
- (c) Maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 5.4 At any time before title to the Products passes to you, we may require you to deliver up all Products in your possession and if you fail to do so promptly, we may enter any of your premises and/or those of any third party where the Products are stored in order to recover them

#### 6. PRICE AND PAYMENT

- 6.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.
- 6.2 These prices (unless stated otherwise) include VAT and delivery costs (apart from goods/services sold out of the UK).
- 6.3 Prices are liable to change at any time, but subject to clause 6.6 changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 6.4 It is always possible that, despite our best efforts, some of our Products may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where the Products' correct price is less than our stated price, we will charge the lower amount when dispatching the Products to you. If the Products' correct price is higher than the price stated, we will normally, at our discretion, either





\_\_\_\_

contact you for instructions before dispatching the Products, and/or reject your order and notify you of such rejection.

- 6.5 We are under no obligation to provide the Products to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing.
- 6.6 We may, by giving notice to you at any time up to 5 days before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- (a) Any request by you to change the Delivery Date, quantities, or types of Products ordered.
- (b) Any delay caused by any of your instructions or your failure to give us adequate or accurate information or instructions.
- 6.7 Unless agreed otherwise in writing, we may invoice you for the Products on or at any time after you place your order.
- 6.8 You shall pay for the Products:
- (a) When you place your order or in accordance with any credit terms agreed in writing.
- (b) In full and in cleared funds to a bank account that we nominate in writing.
- 6.9 Time for payment shall be of the essence of the Contract.
- 6.10 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 9 (Termination), you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding other than any deduction or withholding of tax as required by law.
- 6.12 We accept payment by credit and debit card, and Paypal. We also accept payment by BACS, CHAPS or FPI etc.
- 6.13 We have the right to revise or revoke any credit terms in the event that you breach the Contract.

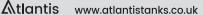
#### 7 CASHRACK SCHEME

- 7.1 We offer a cashback scheme to you as detailed here which starts on 1st May 2023 unless it is changed, replaced, or withdrawn by us earlier.
- 7.2 You will automatically qualify for 1% cashback on any purchase made through our website where you have an account with us. This applies for online purchases only and applies to the total amount spent on the website (including VAT and delivery). You will receive a credit note to reflect VAT calculations for your own records.
- 7.3 Your cashback amount will be calculated automatically on our website once you have made a purchase and any available amounts will be shown on your account.
- 7.4 Your cashback amount can be claimed in the following ways by selecting the appropriate option via your account:
- (a) Set off against the amount of a future online purchase via our website.
- (b) Redeemed by request for a cash transfer direct to a bank account of your choice.
- (c) Redeemed as an Amazon voucher in set amounts.
- 7.5 You can redeem your cashback amount straight away or allow it to accumulate and redeem at a later stage in any of the three ways set out in 7.4 above.













#### 8. WARRANTY / OUR LIABILITY

- 8.1 We warrant to you that at the time of delivery any Products purchased from us through our site will be of satisfactory quality and reasonably fit for any purpose held out by us.
- 8.2 We warrant that at the time of delivery the Products will be compliant with all applicable laws, but any requirement to re-test the Products following delivery will be your responsibility.
- 8.3 We guarantee that on delivery and for a period of twelve months (the "Guarantee Period"), the Products shall be free from material defects. Proof of purchase will be required. However, this quarantee does not apply in the circumstances described in clause 8.6.
- 8.4 Subject to clause 8.6, we shall, at our option, repair or replace the defective Products, or refund the price of the defective Products in full if-
- (a) You give us notice in writing during the Guarantee Period within a reasonable time of discovery that some or all the Products do not comply with the quarantee set out in clause 8.3.
- (b) We are given a reasonable opportunity of examining such Products.
- 8.5 These Conditions shall apply to any repaired or replacement Products that we supply.
- 8.6 The guarantee set out in clause 8.3 does not apply to any defect in the Products arising from:
- (a) You continuing to use the Products after giving notice in accordance with clause 8.4.
- (b) Fair wear and tear.
- (c) Wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party.
- (d) If you fail to operate or use the Products in accordance with the user instructions.
- (e) Any alteration or repair by you or by a third party.
- (f) Any specification provided by you.
- 8.7 In addition to clause 8.3 we also provide an extended warranty period against faulty materials or workmanship from the date of purchase for the following products below:

#### EasyTANK:

- 10- & 12-year guarantee on plastic bunded oil tanks
- 3-year guarantee on plastic single skin oil tanks
- 10-year guarantee on steel bunded oil tanks
- 3-year guarantee on steel single skin oil tanks
- 10-year guarantee on fire-resistant steel oil tanks
- 10-year guarantee on fire resistant plastic oil tanks

#### PuraTANK:

- 10-year guarantee on underground water tanks
- 10-year guarantee on above ground water tanks
- 10-year guarantee on underground cesspools
- 10-year guarantee on underground grease traps
  10-year guarantee on underground septic tanks

#### PortaFUEL:





\_\_\_\_\_

- 5-year quarantee on steel portable diesel tanks
- · 2-year quarantee on plastic portable diesel tanks
- 2-year guarantee on portable tanks for AdBlue®

#### StoraFUEL:

- 10-year guarantee on generator feed steel bunded tanks
- 10- & 12-year guarantee on plastic static diesel tanks
- 10-year quarantee on steel static diesel tanks
- 10- & 12-year guarantee on static tanks for AdBlue®
- 12-year guarantee on plastic waste oil tanks
- 10-year guarantee on steel waste oil tanks
  10-year quarantee on steel lube oil tanks

The guarantee excludes ancillary fittings such as liquid measuring gauges or mechanical pumps.

8.8 This guarantee does not confer any rights other than those expressly set out below and does not cover any claims for consequential loss or damage:

- . The tank has not been misused or handled carelessly.
- The tank is used for the storage of Kerosene (C1/C2), Agricultural Fuel Oil (A2 and Diesel (D), (BS2869: Part 2:1998) or in the case of
  water and waste tanks water or the specified waste. It should be noted that our tanks are not suitable for the storage of petrol or
  liquid petroleum gas (LPG).
- . The tank is installed in accordance with the installation instructions.
- The tank has been installed by an OFTEC approved installer and / or complied with the current Building Control Regulations at time of installation
- · The tank has not transferred ownership.
- Steel tanks must be painted following installation to cover any bare metal areas caused during transit & installation. Steel tanks must
  also be painted once a year to maintain the 3- or 10-year warranty. (If painted once a year we can advise that the tanks will last
  longer than the warranty period advised). The tank paint is a Zinfoss paint which can be purchased on our website.
- 8.9 The guarantee is offered as an extra benefit and does not affect your statutory rights as a customer.
- 8.10 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.
- 8.11 We have obtained insurance cover in respect of its own legal liability for certain claims, but we have been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and exclusions in this clause 8 reflect the insurance cover that we have been able to arrange, and you are responsible for making your own arrangements for the insurance of any excess loss.
- 8.12 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Contract including for negligence.
- 8.13 Our liability for losses you suffer as a result of us breaching the Contract is limited to the purchase price of the Products you purchased. We are not responsible for indirect or consequential losses including but not limited to:
- (a) Loss of the content of any tank.
- (b) Damage to tangible property.
- (c) Loss of income or revenue.
- (d) Loss of profits.









- (e) Loss of sales or business.
- (f) Loss of agreements or contracts.
- (g) Loss of anticipated savings.
- (h) Loss of use or corruption of software, data or information.
- (i) Loss of or damage to goodwill.
- (i) Reinstallation and removal costs.
- (k) Remedial costs.
- 8.14 This does not exclude or limit in any way our liability:
- (a) For death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors.
- (b) For fraud or fraudulent misrepresentation.
- (c) For any matter for which it would be unlawful for us to exclude, or attempt to exclude, our liability.
- 8.15 This clause 8 shall survive termination of the Contract.

#### 9. TERMINATION

- 9.1 Without limiting our other rights or remedies, we may suspend provision of the Products under the Contract if you fail to pay any amount due under the Contract on the due date for payment.
- 9.2 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment.
- 9.3 On termination of the Contract for any reason you shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.
- 9.4 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 9.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

#### 10. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information, and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### 11. NOTICES

All notices given by you to us must be given to us at sales@atlantistanks.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and





**A** 

SALES LINE: 0330 999 1100

placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

#### 12. TRANSFER OF RIGHTS AND OBLIGATIONS

- 12.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.
- 12.2 You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### 13. EVENTS OUTSIDE OUR CONTROL

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ('Force Majeure Event').
- 13.2 A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations, or restrictions of any government.
- 13.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure
- 13.4 We may have to cancel your order if stock is unavailable. If this happens:
- (a) We will promptly contact you to let you know.
- (b) If you have made any payment in advance for Products that have not been delivered to you, we will refund those amounts to you.
- (c) We will not charge you anything further and you will not have to make any payment to us.

#### 14. WAIVER

- 14.1 If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 14.3 No waiver by us of any of these Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.









#### 15. SEVERABILITY

If any of these Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### 16. ENTIRE AGREEMENT

16.1 These Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. These Conditions apply to the Contract to the exclusion of an other terms which are implied by law, trade custom, practice, or course of dealing.

16.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Conditions.

16.3 Any samples, drawings, descriptive matter or advertising produced by us, and any descriptions or illustrations contained in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

16.4 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a representation shall be for breach of contract as provided in these Conditions.

16.5 Nothing in this clause shall limit or exclude any liability for fraud.

#### 17. OUR RIGHT TO VARY THESE CONDITIONS

17.1 We have the right to revise and amend these Conditions from time to time.

17.2 You will be subject to the policies and Conditions in force at the time that you order products from us, unless any change to those policies or these Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Conditions, unless you notify us to the contrary within three working days of receipt by you of the Products).

#### 18. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

#### 19. GENERAL DATA PROTECTION REGULATION

The General Data Protection Regulation ('GDPR') came into force on 1 May 2018 and sets out how we must process data that we hold about you. We refer you to the GDPR Fair Processing Notice on our site for further details.

#### 20. INFORMATION ABOUT US

Portafuel, Storafuel, Puratank and Easytank are trading names of Atlantis Tanks Group Ltd (company number: 09955291) whose registered address is Legend House, Station Road, Ferryhill, England, DL17 0BP. Details of this company can be found at www.atlantistanks.co.uk.

#### 21. PRIVACY POLICY

We use Stripe for payment, analytics, and other business services. Stripe collects identifying information about the devices that connect to its services. Stripe uses this information to operate and improve the services it provides to us, including for fraud detection. You can learn more about Stripe and read its privacy policy at https://stripe.com/privacy.





-

Notes		
	<u>A</u>	

**Atlantis** 



Atlantis www.atlantistanks.co.uk



Notes	
-------	--





Notes	
	A

**Atlantis** 



**∆tlantis** www.atlantistanks.co.uk



### Here for you

Tel: 0330 999 1100 Fax: 0844 844 0405

Email: sales@atlantistanks.co.uk

www.atlantistanks.co.uk

Legend House Station Road Ferryhill DL17 OBP