

General Terms and Conditions

- 1 In these terms "client" shall mean the client whose name and details appear overleaf or as set out in the agreement attached.
- 2 **General**
 - 2.1 The client shall be treated as a commercial or domestic client according to our reasonable discretion
 - 2.2 All quotations are given and all orders are accepted on these terms. They supersede any other terms appearing in our price list or elsewhere, and over-ride and exclude any other terms stipulated or interpreted or referred to by the client, whether in the instructions or any negotiations or any course of dealings established between us and the client. All orders/instructions given by the client shall be deemed to be made subject to these terms
 - 2.3 The client acknowledges that there are no representations outside these terms which have induced him to enter into the contract (which expression shall include any contract for which these terms form part of) and these terms and those on the face of our quotation or work authorisation/quotation shall constitute the entire understanding for the performance of work (as defined in paragraph 4).
 - 2.4 No modification of these terms shall be effective unless made by an expressed written agreement between the parties. The signing by us of any of the client's documents shall not imply modifications of these terms.
- 3 **Quotations**

Quotations are subject to withdrawal at any time before receipt of qualified instructions from the client and shall be deemed to be withdrawn unless so accepted within 90 days from their date.
- 4 **The Work**

The work to be performed ("The Work") is specified in our quotation or as referred to in our work authorisation/quotation. All descriptions and illustrations contained in our catalogues, price list and advertisements or otherwise communicated to the client are intended merely to present a general idea of the work described therein and nothing contained in any of them shall form any part of the contract.
- 5 **The Price**

The price payable by the client is specified in our quotation (or where done at Drain Doctor Plumbing's standard charging rates). We reserve the right to increase the price before carrying out the work by an amount equivalent to any increase to us in the cost of relevant materials since the date of our quotation save that if this would increase the price by more than 10% we will give the client the opportunity to cancel the contract.
- 6 **Cancellations.**

Subject to paragraph 5 the client may not cancel the contract without our consent which if given shall be deemed to be on the express condition that the client shall indemnify us against all loss, damage claims or action arising out of such cancellation unless otherwise agreed in writing.
- 7 **Payment**
 - 7.1 **Domestic Clients**

Invoices will be submitted to the client on completion of the work and payment should be made to us on completion or at our sole discretion may be made within 30 days of the date of invoice.
 - 7.2 **Commercial Clients**

All invoices will be submitted to the client on completion of the work and payment should be made to us on completion or at our sole discretion may be made within 30 days of the date of invoice.
 - 7.3 **Domestic and Commercial Clients**

Where a preventative maintenance agreement exists, the client will be invoiced on each major cleaning operation on a pro-rata basis unless stated otherwise in the contract agreement. Invoices remaining unpaid after 30 days from the invoice date will be subject to a finance charge, equal to 2% of the invoice value charged on a daily basis. Non account customers who fail to settle accounts on completion of the work are liable, (at the company's discretion), to incur a finance charge equal to 2% of the gross invoice value charged on a daily basis from the date the invoice was raised until full settlement is made. Returned cheques will be subject to a £10 processing charge and in addition we reserve the right to make an additional administration charge of £10.
- 8 **Commencement and completion of orders**

Dates specified for the commencement and completion of the work are estimates only and shall not be the essence of the contract.
- 9 **Inspection of Work**

The client shall inspect the work as far as is reasonably possible immediately on completion of it and shall within 7 days give written notice to us in detail of any grounds on which he alleges that the work is not in accordance with the contract. If the client fails to give such notice the work shall conclusively be presumed free from any defects which would be apparent on reasonable examination of the work.
- 10 **Indemnity**

The client shall indemnify us against all actions, suits, claims, demands, losses, charges, costs and expenses which we may suffer or incur in connection with the claim by any third party alleging facts which if established would result in a breach of the client's obligation, undertakings, representations and warranties under this agreement.
- 11 **Whole Agreements and Exclusion Liability**

These terms set out our entire liability in respect of the work, and our liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities expressed or implied statutory or otherwise in respect of the work and quality thereof (all liability in respect of which, howsoever arising is expressly excluded) except any which by law cannot be excluded save as provided in these terms and except as aforesaid we shall not be under any liability whether in contract or otherwise, in respect of defects in the work or failure to correspond to specification or for any injury, damage or loss resulting from any such defects or failure or from carrying out of any work.
- 12 **Limitations of Liability**

Our liability (if any) whether in contract or otherwise in respect of any defects in the work, or for any breach of this agreement of any duty of care or otherwise owed to the client in connection herewith shall be limited to the invoice value of the work
- 13 **Dangerous Gases, Liquid, Materials**
 - 13.1 Prior to the commencement of the work the client shall inform us of all dangerous gases, liquids and any other materials of any nature whatsoever which are present on the premises where the work is to be carried out by us and which could constitute a danger to us in carrying out the work or otherwise.
 - 13.2 The client shall also ensure that we are in good time properly advised in writing of all precautions which need to be taken on account of the presence of such dangerous materials. The client shall provide suitable cleaning facilities and, if circumstances require it, a qualified and competent safety man to advise upon how the work can be safely done. The client shall also notify us in writing of any special requirements laid down by the factory inspector or similar authority. The client shall be responsible for all loss or damage whether direct, indirect or consequently due to client failure to fulfill any of the above obligations. If the client shall fail to comply with the above we shall be under no obligation to carry out the work.
- 14 **Access**

The client shall provide clear access to all drains, sewers, inspection covers and manholes to enable us to carry out the work. The client shall provide if possible the plan showing drain layouts, if this is not available we reserve the right to render additional charges if blockages occur in drains not covered by the specification or if it is necessary to trace unidentified drains to complete the work. The client shall obtain permission for us to proceed over property belonging to third parties if it is necessary for the proper execution of the works and shall obtain any permission necessary to carry out work on property belonging to third parties. The client shall indemnify us against all claims of whatsoever nature made by third parties and arising out of our presence on their property save where such claims result directly from negligence on our behalf. The client shall be liable to us for all loss or damage whether direct, indirect or consequently suffered by us as a result of failure or delay by the client in prolonging the obligations referred to above.
- 15 **Work Guarantee**

Subject to clause 9 above we guarantee completion work for a period of 28 days from completion provided that this guarantee shall not apply to defects resulting from misuse or faulty workmanship by the client, its employees and sub-contractors or any other third party working for or on the direction of the client. Our guarantee only applies to drains comprised in the work. We also reserve the right to withhold the guarantee should we feel that although clear the drains require further work or have a possible fault.
- 16 **Force Majeure, Etc.**

We will use our best endeavours to carry out the works on the agreed dates but shall not be under any liability to the client if it should be either impossible or impracticable to carry out the work on the agreed date or dates or by reason of strikes, lock out, industrial disputes, acts of God or any other event or occurrence beyond our control.
- 17 **Client's Liability**

The client shall be liable for all loss, damage or injury (whether direct, indirect or consequential) resulting from failure or delay in the performance of his obligations under these terms.
- 18 **Additional Labour and Equipment**

The client undertakes at his own expense to provide such additional labour we may reasonably require to put us in a position to carry out the work. Such additional labour shall be suitably qualified and experienced to carry out the work as required by us. The client should also provide at our request such scaffolding, ladders or other equipment as may be necessary in order to reach access points.
- 19 **Removal of Deposits**

Unless otherwise agreed in writing the client will be responsible for the removal from site of deposits extracted by our operators from drainage firework or sewer systems.
- 20 **Frozen Pipes**

We will not be liable for any fractured or frozen pipes and cannot guarantee to clear blockages occurring in a frozen pipe or drain.
- 21 **Traffic Control**

The client will make all necessary arrangements with the proper authorities for traffic controls and signals required in connection with the carrying out of the work. If these are not provided or adequate the client shall be liable for any loss or damage resulting there from.
- 22 **Water and Power**

The client will be responsible for providing all necessary power and a clean water supply from the mains or fire hydrant. If it should however be necessary for us to use a metered hydrant and supply controlled by the water authorities, all resulting charges made by the authority will be recharged to the client.
- 23 **Damage to Equipment**

The client will be responsible for any damage that might be caused to trailer mounted jetting units, tanker jetting units, vacuum units and TV surveying units should the work require them to operate away from normal tarmac or a laid surfaced road. The client will also be responsible for equipment lost or damaged due to fractured pipes, drains or conduits.
- 24 **Waiver Variation Etc.**

No waiver by us of any breach shall operate as a waiver or any preceding or subsequent breach. No variation shall be effective against us unless sanctioned in writing by us. No forbearance or delay on our part shall prejudice our rights.
- 25 **Additional Work**

Where all consideration is given as to the evaluation or work duration, every precaution will be taken to ensure that no additional costs are incurred by the client. It is however agreed and a condition of these terms that should further work be necessary to complete the contract and where no site representative is available, through site closure, to sanction the necessary extension, Drain Doctor Plumbing has the client's authority to, without reference, extend the working day to complete the prescribed works. Additional hours will be charged on a pro-rata basis or in accordance with our current rates.
- 26 **Price Charges/Continuing Agreements**

Subject to paragraph 5 prices in fixed terms or continuing agreements will be held for 2 years or length of the agreement if shorter after which time we shall be entitled to charge Drain Doctor Plumbing standard rates as varied from time to time.