

Terms and Conditions – Draincare Services Ltd – ‘The Company’

1. Any Request for Services or Order shall be confirmed in writing by official order, fax instruction, or e-mail instruction. Only at the discretion of an Officer of Draincare Services Ltd (The Company) will an instruction be accepted by phone or verbally and then only on the provision of an official order number.

Any order accepted by ‘The Company’ is strictly accepted in accordance with the terms and conditions of ‘The Company’ and any variation to those conditions will be only accepted where agreed in writing by an authorised signatory of the Company.

2. Quotations are supplied based on the information provided and the final charge will be subject to review where the initial information is found not to be fully inclusive.

Quotations are provided on the following conditions:

- a. Manhole covers are visible and free to be lifted
- b. Vehicles* must be able to set up adjacent to the manhole / access point without travelling off the highway. Instructions from a client to take a vehicle off the highway will be at the client’s risk regarding any damage caused and the costs of vehicle recovery should the vehicle become set.

* This excludes works where arrangements have been specifically made by ‘The Client’ to work off highway

- c. The price quoted includes basic chapter 8 signing and unless specifically stated does not include traffic control or additional signing
- d. Unless specifically stated Permits and Permissions are clients responsibility together with any fees which may be due
- e. Unless specifically stated prices do not include waste disposal, landfill tax or VAT
- f. Standing times beyond the control of ‘The Company’ will be charged as extra
- g. The Client must always disclose information concerning the presence of Hazardous Material. A different waste disposal rate may be applicable and there may be Health and Safety and Transport implications
- h. Unless specifically stated over-pumping or tankering of flow is not included
- i. Recovery of any equipment which becomes lodged into the sewer / drainage system will be charged to the client
- j. Unless specifically stated Parking and Government charges and Taxes will be added to the account charged
- k. Unless specifically stated prices for excavation works exclude
 - Dealing with ground water
 - Dealing with non-cohesive soils
 - Fees to highways, Water Utilities or Local Authorities
 - Diversion of and working parallel to existing services
 - Protection of foundations of adjacent buildings
 - Dealing with any unforeseen situation which could not have been reasonably anticipated when providing the price and project proposal
 - Excavating below the depth stated within the quotation or project proposal

3. Where credit terms have been prior agreed payment will be required within 30 days of the date of the invoice

Granting of credit terms including trading limits may be subject to financial appraisal and financial references being provided

Credit facilities may be withdrawn at any time at the discretion of ‘The Company’ and further works may only be undertaken once cleared funds have been deposited with ‘The Company’

Any dispute relating to an invoice must be notified to ‘The Company’ in writing within 14 days of the date of the invoice and notification must include specific details relating to the nature of the dispute

Payment by credit or debit card will be subject to a transaction charge

A receipt for payment by cheque or cash on site will be forwarded by within 7 days of payment

Should your account become out of terms ‘The Company’ may cancel or suspend services to You under any contract at any time without liability

Should your account remain unpaid for a period exceeding 3 months from the date of invoice ‘The Company’ will add interest to the outstanding amount due at a rate of 8% p.a. from the date of invoice until payment is received

Should recovery action be necessary to secure payment then all the costs associated with the recovery will be chargeable and recoverable