

## TERMS AND CONDITIONS FOR THE SUPPLY OF DRAINAGE SERVICES

These Terms and Conditions apply to the provision of drainage, drain clearance, survey and related services by Drain Developments Ltd (“we”, “us”, “our”), a company registered in England and Wales under company number 13291069, whose registered office is at C/O Stava Accountancy Ltd, Basepoint Business Centre, Rivermead Drive, Swindon, SN5 7EX.

### 1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following definitions apply:

“Agreement” means the legally binding contract formed between you and us, incorporating these Terms and Conditions and any Quote or booking confirmation issued by us.

“Consumer” means an individual customer who is acting outside the course of any business, trade or profession.

“Emergency Works” means reactive drainage clearance or unblocking services requested for attendance on the same or next available day.

“Engineer” means any operative, employee or subcontractor of ours attending the Property to carry out the Services. All of our own operatives and employees are DBS checked.

“Hourly Rate” means our standard hourly charge for Emergency Works, as notified to you at the time of booking.

“Minimum Charge” means a charge equivalent to one hour at the Hourly Rate, which applies to all Emergency Works attendances.

“Property” means the address at which the Services are to be carried out.

“Quote” means the written fixed-price document we issue for planned or remedial works.

“Report” means any written CCTV survey report or other written documentation we produce following the carrying out of the Services.

“Services” means all drainage, drain clearance, survey and related services we carry out for you under the Agreement.

“Terms” means these Terms and Conditions.

“We”, “us”, “our” means Drain Developments Ltd.

“You”, “your” means the person or organisation purchasing the Services.

1.2. The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3. Words in the singular include the plural and vice versa.

1.4. References to a person include individuals, companies, partnerships and unincorporated associations.

### 2. Basis of Contract

2.1. These Terms apply to all Services we provide to you and form the entire Agreement between us, to the exclusion of any other terms you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. Our Quote is valid for 30 days from the date of issue unless we agree otherwise in writing.

2.3. For Emergency Works, the Agreement is formed when we confirm your booking.

- 2.4. We will make these Terms available to you by including a hyperlink in your booking confirmation email. We strongly recommend that you read them before work begins. If you have any questions, please contact us before your appointment. If you do not raise any objection to these Terms, we will take this as your acceptance of them.
- 2.5. For planned works and surveys, the Agreement is formed when you accept our Quote in writing.
- 2.6. For planned works and surveys, these Terms will be attached to your Quote. By accepting the Quote, you are also accepting these Terms.
- 2.7. Any illustrations, descriptions or imagery displayed on our website, in marketing materials or elsewhere are intended to give a general idea of the Services we provide only and do not form part of the Agreement.
- 2.8. No addition, alteration or waiver of these Terms will be valid unless expressly agreed in writing by us.
- 2.9. You confirm that you have not relied on any statement, promise or representation made by us that is not set out in these Terms or your Quote.
- 2.10. If there is any inconsistency between these Terms and the Quote, the Quote will take priority.

### **3. Quotes**

- 3.1. Where we provide a Quote for planned or remedial works, this will be a fixed price rather than an estimate.
- 3.2. All Quotes are issued in writing via our Xero accounting system. We will not be bound by any Quote provided verbally.
- 3.3. Any Quote we issue can be withdrawn at any time before we receive your written acceptance.
- 3.4. Our Quote is based on the information available and the apparent condition of the drainage system at the time of our assessment. If conditions differ materially once work begins, we will let you know and revise the Quote before continuing.
- 3.5. We may need to revise a Quote in the following circumstances:
  - 3.5.1. You ask us to carry out additional works not included in the original Quote.
  - 3.5.2. There is an increase in the cost of materials required to carry out the Services.
  - 3.5.3. Further works are discovered that could not reasonably have been anticipated when the Quote was prepared.
  - 3.5.4. There was a manifest error in preparing the original Quote.
- 3.6. If you wish to make changes to agreed works after accepting a Quote, please let us know in writing. We will confirm whether the changes are possible and issue a revised Quote if needed. We will not proceed until you have accepted any revised Quote in writing.
- 3.7. We will not begin planned or remedial works until you have accepted our Quote in writing. Remedial works will always be carried out on a separate visit to any initial Emergency Works attendance.
- 3.8. We are under no obligation to provide a Quote.
- 3.9. If you cancel after accepting a Quote, you will be liable to reimburse us for any reasonable costs already incurred, including labour, materials and equipment hire, except where your statutory right to cancel applies.

#### **4. Minimum Charge and Abortive Visit Charge**

- 4.1. We do not charge a separate attendance fee. All Emergency Works are charged at our Hourly Rate with a Minimum Charge of one hour, regardless of the time spent on site.
- 4.2. If we attend the Property and are unable to carry out the Services because access cannot be obtained or the site is not ready, the Minimum Charge will still apply.
- 4.3. If you cancel or rearrange a booking with less than 24 hours' notice, we reserve the right to apply the Minimum Charge to cover time and resources already committed.
- 4.4. These charges reflect the time, travel and resources we have already allocated to your appointment. Applying them does not affect our right to rebook your appointment as quickly as possible.

#### **5. Delivery of Services**

- 5.1. We will carry out the Services in all material respects with reasonable care and skill, in accordance with applicable health and safety requirements, and will leave the working area clean and tidy on completion.
- 5.2. We will take reasonable steps to prevent or minimise health and safety risks to you and any other person at the Property during the Services.
- 5.3. We will endeavour to minimise any environmental disturbance, nuisance or disruption arising from our work.
- 5.4. Any timescales we give are for guidance only. Time is not of the essence, and we will not be liable for any loss or damage arising from delay or postponement for any reason outside our reasonable control.
- 5.5. We reserve the right to make any changes to the Services necessary to comply with any applicable law or safety requirement, and will notify you if this occurs.
- 5.6. In the unlikely event that asbestos or suspected asbestos is discovered during the Services, you must arrange for a specialist contractor to remove and dispose of it under a separate contract at your own cost. We will not continue work in the affected area until this has been done.
- 5.7. We hold a waste carrier licence and will arrange for the disposal of waste generated during the Services. For smaller amounts, waste will be removed from site on the day. For larger amounts, we will arrange collection from site. This does not include blackwater or liquid waste, which is managed separately as part of the drainage process.
- 5.8. We will carry out the Services using our own staff and subcontractors. Where we use subcontractors, we remain responsible for the delivery of the Services.

#### **6. Quality of Goods**

- 6.1. Where we supply any materials, parts or components as part of the Services, we will ensure they are of satisfactory quality, fit for their intended purpose and as described, in accordance with your consumer rights.
- 6.2. Unless otherwise agreed in writing, all materials and parts we supply will be new.
- 6.3. Any materials, parts or components we supply will be covered by the relevant manufacturer's warranty. We do not provide any additional guarantee over and above this.
- 6.4. We will not be liable for the quality or suitability of any materials or parts supplied by you or any third party. Any such materials will be used at your own risk.

#### **7. Price and Payment**

- 7.1. All prices are stated in pounds sterling and are exclusive of VAT unless otherwise stated.

- 7.2. Emergency Works are charged at our Hourly Rate, subject to the Minimum Charge set out in clause 4.
- 7.3. The price for planned works and surveys is as set out in the accepted Quote.
- 7.4. Domestic customers are required to pay on the day the Services are completed, either by card using our card reader or by bank transfer on receipt of invoice.
- 7.5. Commercial customers who have not previously worked with us are required to pay immediately on completion of the first job. Credit terms may be considered for subsequent work once a working relationship has been established.
- 7.6. Where credit terms have been extended to a commercial customer, we reserve the right to withdraw those terms if payment is persistently late. All subsequent invoices will then be payable immediately on receipt.
- 7.7. Where the Services are instructed by a landlord, managing agent or any other third party on behalf of a property, that party accepts full liability for payment of our charges regardless of who is present at the Property at the time the Services are carried out.
- 7.8. We reserve the right to require payment in advance for surveys and fixed-price works, particularly where there is a history of late or non-payment.
- 7.9. Any queries relating to an invoice must be raised in writing within seven days of the invoice date. The undisputed amount remains payable within the original timescale.
- 7.10. If payment is not received by the due date, we may charge interest at 8% per annum above the Bank of England base rate, accruing daily from the due date until the date of payment, whether before or after judgment. This applies to both commercial and domestic customers.
- 7.11. We reserve the right to seek to recover all costs reasonably incurred by us in collecting payment of any overdue invoices from you.
- 7.12. We reserve the right to suspend or cancel the Services if any payment is overdue.

## **8. Customer Responsibilities**

- 8.1. We ask that you cooperate with us in all matters relating to the Services.
- 8.2. Safe and clear access must be available to all areas of the Property required to carry out the Services, including drains, manholes, inspection chambers and pipework. Any obstructions must be removed before our Engineer arrives.
- 8.3. A water supply and, where required, an electricity supply must be available for use during the Services.
- 8.4. Where the Property has restrictions on parking, a suitable parking permit or appropriate parking arrangements must be in place for the duration of the Services.
- 8.5. An adult aged 18 or over must be present at the Property at all times during the Services. If a child is present when our Engineer arrives and the adult subsequently needs to leave, our Engineer will also leave and the appointment will need to be rebooked.
- 8.6. Children and pets must be kept away from the work area at all times for their safety and the safety of our Engineer.
- 8.7. Please provide us with accurate and complete information about the Property and the drainage issue as far as you are reasonably able to do so.
- 8.8. Any licences, permissions or consents required for the work must be obtained and maintained before the Services begin.

- 8.9. Where it is necessary for us to access neighbouring or third-party property in order to carry out the Services, permission must be obtained before we arrive. You will indemnify us against any claims arising from our presence on neighbouring or third-party property.
- 8.10. Any of our materials, equipment or documents left at the Property must be kept in safe custody at your own risk, maintained in good condition, and must not be used or disposed of without our written authorisation.
- 8.11. For commercial customers, appropriate welfare facilities must be available where the scale or duration of the job requires it.
- 8.12. By instructing us to proceed with the Services, you confirm that you have obtained all necessary permissions as set out above.
- 8.13. If our performance of the Services is prevented or delayed by any act or omission on your part, or by your failure to meet any of the obligations in this section (a "Customer Default"):
  - 8.13.1. We reserve the right to suspend the Services until the Customer Default is remedied.
  - 8.13.2. We will not be liable for any costs or losses you incur as a result of any delay caused by a Customer Default.
  - 8.13.3. You must reimburse us on written demand for any reasonable costs or losses we incur as a direct result of the Customer Default.

## **9. Title and Risk**

- 9.1. The risk in any materials or parts we supply passes to you on completion of their installation.
- 9.2. Title to any materials or parts we supply will not pass to you until we have received payment in full for all sums due under the Agreement.
- 9.3. If title has not yet passed to you and you fail to make payment when due, or become subject to any of the events listed in clause 14.1, we reserve the right to:
  - 9.3.1. Require you to return any materials or parts in your possession that have not been permanently incorporated into the Property; and
  - 9.3.2. Enter the Property to recover those materials or parts if you fail to return them promptly.

## **10. Guarantees**

- 10.1. Where we carry out planned or remedial works, we will guarantee our labour in respect of faulty workmanship for a period of twelve months from the date of completion.
- 10.2. Any materials, parts or components we supply will be covered by the relevant manufacturer's warranty only. We do not provide any additional guarantee over and above this.
- 10.3. By its nature, Emergency Works to clear blockages cannot be guaranteed. We cannot guarantee that a blockage will not recur.
- 10.4. Our guarantee will not apply where work has been:
  - 10.4.1. Subject to misuse or neglect.
  - 10.4.2. Repaired, tampered with or modified by anyone other than our Engineer.
- 10.5. We will not be liable for any damage or defect arising from work that is not covered by this guarantee or where recommended follow-up work has not been carried out.
- 10.6. We accept no liability for the quality or suitability of any materials supplied by you or a third party and will not guarantee any work carried out using such materials.

10.7. We will not guarantee any work carried out on your instruction against our advice or recommendations.

## **11. Defects**

- 11.1. Subject to clause 10 and the exclusions listed below, we will make good any defect in completed work within twelve months of the completion date, where that defect arises from a breach of our obligations under this Agreement.
- 11.2. Any defect must be reported to us in writing within the twelve-month period. We and our insurers must be given the opportunity to inspect the work and the alleged defect before any remedial work is carried out by you or any third party.
- 11.3. This applies only to work carried out and completed by us that has been paid for in full.
- 11.4. If, following inspection, the alleged defect is found not to have resulted from our work, we reserve the right to charge for the inspection visit at our standard rate.
- 11.5. We reserve the right not to carry out any remedial work where you cannot provide sufficient evidence that we originally carried out the work, or where full payment has not been received.
- 11.6. The following are excluded from our defect liability:
  - 11.6.1. Any materials or parts we supply, which are covered by the manufacturer's warranty only.
  - 11.6.2. Any systems or structures we did not install or work on.
  - 11.6.3. Any defects resulting from misuse, neglect, wilful act or faulty workmanship by you or any third party acting under your direction.
  - 11.6.4. Any structural defects, including but not limited to subsidence and its effects.

## **12. Statutory Right of Cancellation (Consumers Only)**

- 12.1. This clause applies to Consumers only. It does not apply to commercial customers.
- 12.2. Emergency Works are carried out at your request for immediate attendance. As such, the statutory 14-day right to cancel does not apply to Emergency Works.
- 12.3. For booked Services, including surveys and planned works, you have the right to cancel this Agreement within 14 calendar days of the date on which the Agreement was formed (the "Cancellation Period").
- 12.4. To cancel, you must notify us in writing within the Cancellation Period, clearly stating your intention to cancel. You may use the model cancellation form at the end of these Terms, though this is not obligatory.
- 12.5. If you ask us to begin the Services within the Cancellation Period, we require you to confirm this request in writing. Your right to cancel will then continue until either the end of the Cancellation Period or the completion of the Services, whichever is earlier.
- 12.6. If you cancel after the Services have begun but before completion, you will be liable to pay for the proportion of work carried out up to the point of cancellation.
- 12.7. Your right to cancel no longer applies once the Services have been fully completed.
- 12.8. Where a refund is due, we will issue it within 14 days of receiving your cancellation notice, subject to any deductions in accordance with clause 12.6.

## **13. Cancellation**

- 13.1. This clause applies in addition to, and does not affect, any statutory cancellation rights you may have under clause 12.

- 13.2. If you need to cancel or rearrange a booking, please let us know as soon as possible. If you cancel or rearrange with less than 24 hours' notice, we reserve the right to apply the Minimum Charge in accordance with clause 4.3.
- 13.3. If you cancel after accepting a Quote, you will be liable to reimburse us for any reasonable costs already incurred, including labour, materials and equipment hire, except where clause 12 applies.
- 13.4. Commercial customers do not have a statutory right to cancel and any cancellation will be subject to this clause.

## **14. Termination**

- 14.1. We reserve the right to terminate the Agreement with immediate effect in the event of any of the following:
  - 14.1.1. You become insolvent or enter into any form of insolvency arrangement.
  - 14.1.2. You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business.
  - 14.1.3. You, being an individual, die or, because of illness or incapacity (whether mental or physical), become unable to manage your own affairs or become a patient under any mental health legislation.
- 14.2. If either party commits a material breach of this Agreement, the non-defaulting party may terminate the Agreement with immediate effect and require the defaulting party to indemnify them against all reasonable losses and damages arising from the breach.
- 14.3. Without limiting our other rights or remedies, we may terminate this Agreement with immediate effect by giving you written notice if you fail to pay any amount due under this Agreement by the due date.
- 14.4. We also reserve the right to terminate this Agreement with immediate effect if, in our reasonable opinion, the working environment at the Property becomes unsafe or the behaviour of any person at the Property makes it unreasonable for us to continue.
- 14.5. All notices of termination must be given in writing.

## **15. Consequences of Termination**

- 15.1. On termination of the Agreement for any reason:
  - 15.1.1. You must immediately pay all outstanding invoices and any interest due. Where Services have been provided but not yet invoiced, we will submit an invoice which will be payable immediately on receipt.
  - 15.1.2. You must return any of our materials or equipment which have not been fully paid for. If you fail to do so, we may enter the Property to recover them. Until they are returned, you are solely responsible for their safekeeping and must not use them for any purpose other than in connection with this Agreement.
  - 15.1.3. Any rights and remedies that have accrued prior to termination will not be affected, including the right to claim damages in respect of any breach existing at or before the date of termination.
  - 15.1.4. Any clauses which by their nature are intended to survive termination will continue in full force and effect.

## **16. Force Majeure**

- 16.1. We will use all reasonable efforts to carry out and complete the Services on time but will not be liable to you or any third party if performance proves impossible due to events or circumstances beyond our reasonable control, including but not limited to acts of God, severe weather, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, strikes, government restrictions or failure of utilities or telecommunications.
- 16.2. If such an event occurs, we will notify you as soon as reasonably practicable and will make reasonable efforts to minimise the impact on your Services.
- 16.3. If the delay persists for an unreasonable period, either party may terminate the Agreement by giving written notice to the other, without liability on either part.

## **17. Liability**

- 17.1. Our liability to you shall be limited to:
  - 17.1.1. The repair or making good of any defect in our work in accordance with clause 11; and
  - 17.1.2. The reasonable costs of repair or reinstatement of damage to your property where that damage results directly from our negligence.
- 17.2. We will not be liable for any damage to any part of a property where that damage is wholly or partly a consequence of a pre-existing defect, weakness or deterioration in that part of the property.
- 17.3. Certain methods we use to clear blockages, including high-pressure water jetting, drain snake machines, plunging and the use of a plunger, carry an inherent risk of disturbing or dislodging existing pipework, causing pressure build-up, water or waste blowback, or the dislodging of pipe connections, particularly push-fit fittings. By instructing us to carry out Emergency Works, you accept this risk. We will not be liable for any damage caused in these circumstances.
- 17.4. Clearing a blockage may reveal pre-existing damage or deterioration to the drainage system that was not previously visible. We are not responsible for damage or defects that existed before the Services were carried out.
- 17.5. CCTV survey reports and any other written reports we produce are prepared solely for the named customer and for the specific purpose stated in the Quote. They must not be relied upon by any third party. We accept no liability to any third party who relies on or uses our Reports without our prior written consent.
- 17.6. We will not be liable for any damage to or defects in any pipework, fittings or appliances connected to the drainage system that we are attending but which we do not directly work on.
- 17.7. It is your responsibility to protect furniture, furnishings, fixtures and fittings in and around the work area. We will take reasonable care but will not be liable for any damage to items left in the work area.
- 17.8. Where we accept responsibility for accidental damage caused during the Services, we will obtain a quote for remedial works from our approved contractors. If you choose not to proceed with our approved contractors and appoint your own, our liability for the cost of those remedial works will be capped at the amount quoted by our approved contractors. We will not be liable for any additional costs above that amount.
- 17.9. Our total liability to you in connection with the Services shall not exceed the value of the Services in respect of which the claim arises. We carry public liability insurance up to a limit of £5,000,000.

- 17.10. Neither party will be liable to the other for any indirect or consequential loss, including but not limited to loss of income, loss of profit, loss of enjoyment or any other economic loss.
- 17.11. Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other matter that cannot be limited or excluded by law.
- 17.12. This clause 17 shall survive termination of the Agreement.

## **18. Data Protection**

- 18.1. "Data Protection Legislation" refers to the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR), and any secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.
- 18.2. All personal information we collect from you will be collected, used and held in accordance with Data Protection Legislation as defined in clause 18.1.
- 18.3. We collect, use and store your personal information as set out in our Privacy Policy, a copy of which can be found at [link to Privacy Policy].
- 18.4. We will not pass your personal information to any third parties for marketing purposes without your express consent.
- 18.5. We may take photographs of our work for promotional purposes, including on our website and social media. We will not use any images that could identify your property or its location without your prior consent.

## **19. Complaints and Communication**

- 19.1. We aim for excellence in all our work and would welcome the opportunity to resolve any concerns or complaints quickly and amicably.
- 19.2. If you have any questions or wish to make a complaint, please contact us by telephone on 01793 956594 or by email at [draindevelopments@gmail.com](mailto:draindevelopments@gmail.com).
- 19.3. All routine communications regarding your booking or Services, including updates and confirmations, will be sent to the contact details you have provided. It is your responsibility to ensure these details are accurate and kept up to date.
- 19.4. We are not responsible for any missed communications resulting from incorrect or outdated contact details provided by you.

## **20. Notices**

- 20.1. All notices under this Agreement must be in writing and signed by or on behalf of the party giving notice.
- 20.2. A notice will be deemed to have been received at the following times:
- 20.2.1. Where delivered personally, at the time of delivery.
  - 20.2.2. Where sent by first-class post, 48 hours after posting.
  - 20.2.3. Where sent by email, at the time of transmission, provided the sending party retains written evidence of the transmission.
- 20.3. All notices must be addressed to the most recent address or email address notified to the other party.

## **21. Other Important Terms**

- 21.1. If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable, with the invalid or unenforceable parts severed from the remainder of this Agreement.
- 21.2. You may not assign or transfer this Agreement, or subcontract any of your obligations under it, without our prior written consent.
- 21.3. No failure or delay by us in exercising any of our rights under this Agreement means that we have waived that right. No waiver of a breach of any provision of this Agreement means that we will waive any subsequent breach of the same or any other provision.
- 21.4. Nothing in this Agreement is intended to establish any partnership or joint venture between the parties, nor constitute either party the agent of the other. Neither party has authority to act as agent for, or to bind, the other party in any way.
- 21.5. A person who is not a party to this Agreement shall have no rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## **22. Governing Law and Jurisdiction**

- 22.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 22.2. Any dispute or claim arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Last updated:** March 2026

**Model Cancellation Form**

(You may use this form to cancel the Agreement during the 14-day cancellation period, but it is not obligatory)

To: Drain Developments Ltd, Unit 3, Oaklands Industrial Estate, Braydon, Swindon, SN5 0AN

Email: draindevelopments@gmail.com

I/We\* hereby give notice that I/we\* wish to cancel my/our\* contract for the provision of the following services:

\_\_\_\_\_

Ordered on: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*Delete as appropriate