



Terms and Conditions - 2023 Edition

These Terms and Conditions apply to our services. Please read this document carefully.

Agreement to proceed with services from HDC Drainage & Civils Ltd is an agreement of these Terms and Conditions.

The term 'the Company' refers to HDC Drainage & Civils throughout the Terms and Conditions.

The term 'Client' refers to the authorised person/s requesting and agreeing works whether domestic or commercial, including third party brokers, property agencies, local authorities, public services, developers and any other person who can be deemed to have authority to agree works to be proceeded and for payment to be made in accordance with these Terms and Conditions.

1) It is our intention that all the terms of the of the agreement between the Company and the Client (including details of the services and any goods or materials we are to provide) are contained in this document. The Company reserves the right to amend or add to the Terms and Conditions at any time to meet changing local, national and international circumstances. Amended Terms and Conditions will apply to new, existing or historic proceeded works ensuring the viability of the Company.

2) The service is provided by the Company's own staff. Sub-contractors may be used for specialist work or where additional capacity is required.

Providing a cost for works

3) A quote is an estimate for the price of the work. It is given based on information available at the time of the quote. Quotes are not fixed and are subject to change, revision or retraction (see 5.)

4) Quotes are valid for thirty days from the date they are given providing work can commence within 60 days. The Company may vary or withdraw any quotation at any time before it is accepted by the Client or if work is scheduled to proceed beyond 60 days.

5) Quotations will be reviewed and revised after acceptance due to:

1. Unforeseen additional works.
2. Where expected works are deemed unnecessary.
3. Changes to cost of materials, supplies, products or other items necessary to the works at any time prior to or during works.
4. Where the Client requests changes to the works.
5. Where other contractors have been deployed by the Client or by the Company as works proceed.

6) Revision or amendment of quotes will be shared with the Client at the earliest opportunity.

Payment of costs and payment schedules

7) The price payable by the Client is the price stated as the net value on the quotation plus the applicable rate of VAT at the time the services are supplied.

8) Payment schedules are:

1. Domestic blockage clearance, surveys and investigations must be paid before works commence. Additional charges are made by the hour.
2. Commercial blockage clearance, surveys and investigations must be paid before works commence. Additional charges are made by the half hour.
3. New installations, restoration, development or any other works both domestic and commercial require
 1. 50% deposit paid when accepting the quote.
 2. 25% paid within one week of work commencing.
 3. Balance on works completion.
- d. Payment schedules are subject to revision in line with amendments and changes to quotes. Additional costs are subject to payment as above (points 8ci-iii).
- e. All pre-payments secure a commitment by the Company to proceed with works within the agreed timescale unless unforeseen circumstances prevail, or cancellation is made (see point 29).

- f. Payment schedules may be negotiated with individual Clients.
- g. Payment plans for different phases to payment may be negotiated with individual Clients only in exceptional circumstances, deemed as such by the Company.
- h. Works will not be scheduled nor commence until the terms of payment are met.
- i. Legal action will be taken where final payment is not made in accordance with the Terms and Conditions.

9) Invoices are due for payment immediately on delivery to you. Any invoice or part thereof shall accrue interest at the rate of 5% over Barclays Business Banking Base rate until the invoice is paid in full.

10) An administration charge of £10 is payable in respect of each cheque we present for payment for £1000 or over. Payment by cheque must be made well in advance to ensure works are carried out in accordance with these Terms and Conditions (see point 7).

Time schedules

11) Where the Company agrees a date and time for work to be proceeded with the Client our representatives shall use their best endeavours to ensure that they attend at that date and time. However, the Company accepts no liability for the non-attendance or late attendance of our representative or for the late delivery of materials.

12) The estimated time for works provided is a best estimate of the likely time scale required for the work. The Company cannot accept liability for any cost, losses or expense of whatever nature incurred by the Client because of any delays outside of the Company's control.

Outcome of works

13) Drainage work can change the character and functioning of immediate and local environmental factors, man-made and natural. We are not liable for, nor guarantee against, changes or shifting of ground, structures, walls, premises, or any other element of natural and man-made parts not immediately associated to the works and included in the quote or that were foreseen prior to work commencing.

14) Internal and external surfaces are made good as part of the works and included in the initial quote.

15) Redecoration or repair of natural and man-made environment adjacent to or associated with the work that may be needed on completion is the responsibility of the Client. Remedial work can be requested as part of the quote. Specialist services or sub-contractors might be used for such works.

16) The Client must let the Company know of anything which may present a hazard or danger to anyone carrying out work at the site of works, both external and internal. The Client must also make sure that Company representatives have clear access to any relevant drains and covers and provide them with a supply of mains electricity and water. If the Company incurs additional work or expense because of the Clients failure to provide representatives with clear access, mains electricity and water, the Company may charge the Client for that additional work and/or expense.

17) The Company does not accept responsibility for loss or damage to the Client's site or property (including any cleaning needed) or any other type of loss including subsequent unforeseen or unexpected impact of the work.

Guarantee

18) Workmanship is only guaranteed for 12 months from completion of phased itemised work where payment of the invoice is made in full.

19) All works are guaranteed. Each job has a unique guarantee period depending on materials and products used and according to associated manufacturer warranties. Guarantee periods are issued with the final invoice once works are completed, and payment is made in full.

20) Blockage clearances are guaranteed for 28 days for domestic Clients and 14 days for commercial Clients from the date of completion of the work. Guarantee will not apply where faults are caused wholly or in part by the Client (or any other person's) misuse or neglect of those goods and materials or as a result of fair wear and tear.

21) Guarantees on materials and products run in accordance with the manufacturer's warranty periods. Product and material guarantees are made available to the Client. It is the Client's responsibility to pursue guarantee for faulty product or materials with the manufacturer. Where disputes arise within manufacturer warranty periods the Company is happy to investigate the cause and recommend a solution. Charges may apply for such investigation.

22) In the event of a failure beyond the guarantee period the Company will, at the Client's request, be happy to investigate the cause and recommend a solution. Charges will apply for remedial work outside the guarantee period.

23) This guarantee does not apply where work is carried out to poor quality installations or installations which are over 10 years old.

24) External drains, gutters and plumbing works exposed to the weather elements are not covered by any Company warranties, all liability rests with the material supply warranty and the property owner.

25) The Company does not guarantee workmanship, materials or products provided by third party contractors or sub-contractors used by the Company or the Client other than those employed directly by the Company for an original quote.

26) Any guarantee we offer does not affect your legal rights including those rights under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. You can get information about your rights from a Citizens Advice Bureau or Trading Standards Department.

Blockage Clearance Aftercare

27) There will be an aftercare period of 28 days for domestic Clients, and 14 days for commercial Clients, which will include a call back visit should the blockage reoccur again on the same drainage line that was initially unblocked.

28) Call back within the aftercare period is free and subject to misuse and, or, not following advice and recommendation in using the products where call back will be charged as a new clearance. Should a blockage reoccur after the 30/14-day period, there will be a charge to re-attend the property to carry out drain unblocking or surveying services. If there have been any faults found within the drainage system, then this will void the 30/14-day guarantee and aftercare period.

Permissions for work

29) Tenants must have Landlord permission for work to be proceeded.

30) If the property or its site is listed or in a designated area the Client may require planning permission from relevant authorities.

31) At point 29 and 30 it is the Client's responsibility to obtain any permission required for the work prior to work commencing. The Client must provide the Company with proof of permission.

32) The Client will be responsible for any charges resulting from or as part of requesting and meeting permissions given.

Cancellation

33) Notice of Right to Cancel. The Client is entitled to cancel an agreement to proceed work. Cancellation must be made in writing and delivered personally or sent by recorded delivery, or registered post to the Company at the address on the front of the quotation or in reply to the quotation email. Notice of cancellation is deemed to have been served as soon as it is received or sent via electronic communication. Proof of postage is required for cancellations sent by post. The Company is not responsible for undelivered post.

34) Should the Client cancel their acceptance of the quote at any time prior to the commencement of the work, the Company will retain any paid deposit as a contribution towards any costs which it has incurred or the cost of parts and materials.

35) The Company may cancel the agreement at any time by giving the Client written notice. If the Company cancels the agreement without good reason, it will refund the Client any costs, deemed reasonable by the Company, incurred by the Client as a direct cause of cancellation.

Client checks

36) The Company may check the Client's details with one or more licensed credit reference and fraud-prevention agencies. The Company may keep a record of this search and the payment details from the Client's account and share it with other organisations. If any person, the Client, or associated with the Client, provides false or inaccurate information and the Company suspects fraud, this is also recorded. This information may be used by the Company and other organisations to:

1. Help make decisions about credit and credit related services for the Client and members of the Client's household.
2. Help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for the Client and members of the Client's household.
3. Trace debtors, recover debt, prevent fraud and manage the Client's accounts or insurance policies.
4. Check Client identity to prevent money laundering.
5. Carry out statistical analysis about credit insurance and fraud.

Company Details

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Email: office@hdc-drainage.com

Website: www.hdc-drainage.com

The Company will not be responsible for its failure to meet any of its obligations under this agreement because of circumstances beyond its control.