



## TERMS AND CONDITIONS

We are Global Draincare Limited, a company registered in England and Wales under company number 03344065, whose registered office is at Unit 1, Chatsworth Industrial Estate, Percy Street, Leeds LS12 1EL, that trades as CDC Draincare (referred to in these terms and conditions as “we”, “us”, “our”).

These terms and conditions shall apply to the provision of services by us to our customers (referred to in these terms and conditions as “you”, “your”).

Please read these terms and conditions carefully as they are legally binding.

These terms and conditions apply to the exclusion of any terms and conditions that you may stipulate or propose. If you provide us with a purchase order, you agree that any terms and conditions referred to in it shall not apply and that the purchase order shall exist for your administrative purposes only.

1. These terms and conditions (together with any quotation, schedule of work or other documents attached to or referred to in them) constitute the entire agreement between us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently, but not fraudulently) that is not set out in these terms and conditions.

2. We use our own employees and suitably qualified and vetted

independent contractors to provide products and services.

3. Quotations issued by us are valid for 28 days. We may vary or withdraw a quotation at any time before it is accepted. Quotations not accepted within 28 days will lapse automatically without notice.

4. We will use all reasonable endeavours to complete the agreed work and provide the agreed goods and materials for the quoted amount. However, due to unforeseen circumstances or matters outside of our control (including, but not limited to: the duration of work, any necessary traffic management, or waste disposal) additional costs may be incurred. If this happens, we will provide an explanation for the additional costs and submit an amended quotation.

5. The price payable by you is the price stated as the “Total Due” on the quotation (or any amended quotation(s)). Unless otherwise stated, the Total Due shall be inclusive of VAT at the prevailing rate.

6. **Domestic Customers:** The Total Due as shown on the quotation (or amended quotation(s)) is payable immediately on completion of the agreed work by cheque or debit or credit card (excluding AMEX). A receipt for payment will be provided. Invoices are available on request.

### 7.1 **Commercial Customers:**

If credit has been agreed, we shall invoice you on completion of the agreed work. The Total Due is payable within 14 or 28 days from the date of the invoice depending on the credit terms that we have agreed with you.



## TERMS AND CONDITIONS

If you do not pay the Total Due within this time you agree to pay an administration charge of £5 and understand that interest will accrue on the outstanding amount at the Bank of England's prevailing rate plus 5% per annum until payment is received in full. Interest shall accrue daily.

7.2. If credit has not been agreed, we shall invoice you on completion of the agreed works. The Total Due on the invoice is payable immediately. If you do not pay the Total Due immediately you agree to pay an administration charge of £5 and understand that interest will accrue on the outstanding amount at the Bank of England's prevailing rate plus 5% per annum until payment is received in full. Interest shall accrue daily.

8. An administration charge of £10 is payable in respect of each cheque that we present for payment that is dishonoured by your bank for whatever reason.

9. We carry out work between 08:00 and 17:00 Monday to Friday ("normal business hours"). We do, however, operate a 24-hour, 7 days-a-week service. The out of hours rates will apply to work undertaken outside of normal business hours.

10. If access has to be made to your property to complete a repair, we will fill-in any holes and leave the surface level but will not reinstate the original surface or construction (for example: including, but not limited to, laminate flooring or tiles.) Any redecoration or repair that may be needed (for any reason) following the work we have undertaken is your responsibility.

11. You must inform us prior to work commencing of anything which may present a hazard or danger to anyone carrying out work on your premises. You must also ensure that we have clear and unobstructed access to any relevant drains and covers and provide us with a supply of mains electricity and water. If we are required to additional work or incur expense as a result of your failure to provide us with clear access, mains electricity and water, you agree to pay our charges.

12. We only guarantee parts for relining. We shall provide a written guarantee from the date of completion of the work which will detail the length and terms applicable to the guarantee. Parts may also be subject to a manufacturer's guarantee. Any guarantee given does not affect your legal rights including those rights under the consumer rights legislation (if you are a domestic customer). You may obtain further information about your legal rights from a Citizens Advice Bureau or Trading Standards.

13. Unless otherwise stated in the quotation, the removal of waste or debris from your premises is not included. If, at our sole discretion, disposal is determined to be necessary, you will be responsible for the additional costs incurred in the removal, transporting and disposal of waste to a registered site.

14. Our total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to £250,000.

15. We shall not be liable in respect of any:



## TERMS AND CONDITIONS

- (a) indirect or consequential losses, damages, costs or expenses;
- (b) loss of actual or anticipated profits;
- (c) loss of contracts;
- (d) loss of use of money;
- (e) loss of anticipated savings;
- (f) loss of revenue;
- (g) loss of goodwill;
- (h) loss of reputation;
- (i) ex gratia payments;
- (j) loss of business;
- (k) loss of operation time;
- (l) loss of opportunity; or
- (m) loss of damage to or corruption of data

whether or not such losses were reasonably foreseeable or we had been advised of the possibility of your incurring such losses. For the avoidance of doubt, clauses (b) to (m) apply whether such losses are direct, indirect, consequential or otherwise.

**16.** Our liability shall not be limited in any way in respect of the following:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other losses that cannot be excluded or limited by applicable law.

**17.** We shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of our obligations under them if such delay or failure results from events, circumstances or causes beyond our reasonable control.

**18.** If you are a tenant, lessor or occupy premises under a licence you may need your landlord's permission to allow us to carry out any work. If the property is a

listed building you may require planning permission. You warrant that you have obtained all necessary permissions and consents for us to undertake the agreed work on your premises. You agree to indemnify and to keep us indemnified and hold us harmless from and against all losses suffered or incurred by us arising out of or in connection with any breach of this warranty.

**19.** Notice of your Right to Cancel Work. You have 7 days from the date you accept the quotation to cancel the work. This is your "cooling off" period. You may request us to start work before your cooling off period ends, but if you cancel once work has begun, you will be charged up to the Total Due. Please note that we reserve the right to charge in respect of parts ordered when you exercise your right to cancel work.

**20.** CDC Draincare may cancel the agreement at any time by giving you written notice. If they cancel the agreement without good reason, they will pay you any reasonable costs you incur as a direct result of the cancellation.

**21.** You consent to our checking your details with one or more licensed credit reference agencies. We and they may keep a record of this search and the payment details from your account. If a person provides false or inaccurate information and we suspect fraud, this is also recorded. This information may be used by CDC Draincare to:

- (a) help make decisions about credit and credit related services;
- (b) trace debtors, recover debt, prevent fraud and manage your accounts;



## TERMS AND CONDITIONS

(c) check your identity, unless you give us other satisfactory proof of your identity.

whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

If you would like full details of how CDC Draincare use your personal information, please visit <https://www.cdcdrain.co.uk/cdcdraincouk/upload/pages/cdcprivacynotice.pdf>

22. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

23. These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or its subject matter or formation shall be governed by and construed in accordance with the law of England.

24. You agree that, for our benefit, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation. Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions,