DRAINSTORE.COM TERMS AND CONDITIONS OF CONTRACT - SALES

- 1. All quotations or estimates, either written or verbal will be valid for 30 days.
- 2. All items ordered shall be paid for in full by cleared funds 10 days prior to delivery to site. A 25% deposit is required upon placing the order unless negotiated prior to order.
- 3. Bespoke items will require full payment up front prior to placement of order.
- 4. Drainstore.com accepts all forms of payment including all major debit and credit cards. Drainstore.com does not accept payment by American Express charge cards.
- 5. All sewage treatment plants, pumping stations or pipework of any sort will usually include the delivery charge to site on the mainland in the UK. However, offloading is the responsibility of the customer in all cases. Should specific guidance be required on the offloading of any item, then Drainstore.com will be happy to supply this information. Should an additional delivery charge be levied on Drainstore.com by the manufacturers due to location, Drainstore will contact you to advise of the charge. In the case of onward transportation overseas or off the mainland, Drainstore will normally deliver to a mainland port or freight forwarder.
- 6. It is the customers responsibility to advise of any access restrictions on site. If Drainstore are not advised of any access restrictions for the delivery vehicle the item may be returned to the supplier and a redelivery charge levied.
- 7. Please contact Drainstore.com should you wish to have any item delivered on a vehicle with a HIAB or other offloading facilities as additional charges will be levied by the manufacturers.
- 8. Should the item be delivered on a vehicle with a HIAB crane at extra cost, this will be offloaded to the nearest hard standing area only.
- 9. Sewage treatment plants, pumping stations and rainwater harvester systems are usually supplied with pedestrian rated covers unless specified.
- 10. An additional cost will usually be levied for the supply of a vehicle rated cover. Please ask for the costs at the time of order to ensure that the correct cover is supplied.
- 11. Specialist guidance by a structural engineer may be required to ensure that any vehicle rated cover is installed correctly. It is the responsibility of the installer to ensure that the vehicle rated cover is installed correctly.
- 12. Items may occasionally be delivered on a pallet. Please note that should the item be required to be forward transported, it is the customers responsibility to ensure that the dimensions of the pallet are taken into consideration.
- 13. Where a delivery charge is not included in the cost of the item then this charge will always be listed as a separate item in the quotation or estimate for the supply of the goods.
- 14. Customers can expect delivery of the goods within a few days and agreed at the time of order.
- 15. In most cases the item will be delivered within 30 days after receipt of full payment unless agreed as part of the contract. If Drainstore.com are unable to meet the 30-day deadline for delivery, then we will inform the customer prior to expiry of this period. At this point a new delivery date will be agreed by mutual consent.
- 16. Customers will be informed of the delivery date of items and must ensure that appropriate arrangements are available to offload, accept, check and sign for goods on site. Should persons not be available to accept goods, items will not be left without a signature. In this instance, the items will be returned to the appropriate depot and delivered on the next available date. A charge may be made for this in line with the manufacturers delivery policy.
- 17. Any shortages in an order should be notified to Drainstore.com within 24 hours of delivery. Prior to despatch, all tanks are inspected, and a check list is completed identifying all relevant and requested components. Components are enclosed either with or attached to the tanks. It is the customers responsibility or its representatives to ensure that the structure of any tank delivered is visually inspected for any defects or damage on delivery to site. It is the customers responsibility or its representatives to ensure that all listed components are checked on receipt. It is the customers responsibility or its representatives to advise Drainstore Limited of any defects or shortages within 24 hours. Outside of this 24-hour period. Drainstore Limited have the right to refuse liability for damaged goods or missing items
- 18. On occasions pipework will be delivered on articulated transport vehicles with a length of over 13 metres. Please ensure that if there are any access restrictions full details are specified at the time of order. Should Drainstore.com not be informed of restrictions and items are returned to stock, a restocking charge of 25% may be levied by the manufacturers.
- 19. With MDPE pipe please ensure that the correct quantity is ordered, as once dispatched and received on site, the manufacturers will not take this back into stock. This is due to them not being able to guarantee the integrity of the pipe for re sale. As a consequence, Drainstore will not accept the return of any MDPE pipe.
- 20. Should a customer wish to cancel an order, then under The Consumer Protection (Distance Selling) Regulations 2000, written notice of cancellation should be given to Drainstore.com within seven working days after receipt of the goods. Should goods be ordered on a bespoke basis, then these products are not covered by the seven working days cancellation rights.
- 21. Should an order be cancelled prior to delivery of a bespoke item, a full refund will be given so long as written cancellation is received before the item has gone into production. If however the item has entered production, there may be a cancellation fee charged by the manufacturers which will be payable by the customer. This fee could be up to 100% of the cost of the item ordered.
- 22. Where a contract is cancelled, the customer is obliged under the above regulations to ensure that reasonable care is taken of any goods received and 'restore' them to us. This does not mean that the customer is obliged to return them to us unless stipulated in the contract, only that the goods are made available for us to collect.
- 23. Should an order be cancelled and returned where the items are not damaged or faulty, then a restocking fee of between 10% and 50% of the order value may be applied. The fee charged will depend on the items being returned. Please check with the sales office prior to return.
- 24. In the case of a cancelled order, should any damage be made to the items between the time of delivery and the time they are returned to us or the manufacturer, or any parts be missing as detailed in the original signed delivery note, then Drainstore.com reserve the right to refuse the return of goods or levy a charge to a maximum of 100% of the cost of the items.
- 25. Should it be requested that a supplied item be returned, or an order cancelled on or after delivery, then Drainstore.com reserve the right to recover any transportation charge and/or re-stocking fees relating to the return of the item to the manufacturer. The charge for this transportation will be limited to £1,000.00 plus VAT for the return delivery.
- 26. In the case of a cancelled order, Drainstore.com will return the customers money as soon as possible and at the latest within 30 days of receiving the written notice of cancellation.
- 27. If payment for the goods is under a related credit agreement, the customers cancellation notice also has the effect of cancelling the credit agreement.
- 28. Drainstore.com do not accept liability for delays associated with missed or late deliveries due to adverse traffic problems, weather conditions, vehicle breakdowns or any other reason. Transport is sub-contracted and various hauliers can be used to transport your materials. We would suggest that the delivery of any concrete or machinery to assist with the installation of the units is deferred until the ordered items are on site to avoid any unnecessary costs.
- 29. Drainstore.com does not accept responsibility for the installation of any units when these are sold on a supply only basis. Full installation instructions will be provided with the units and by prior request before delivery. Should it be necessary for technical information to be provided, or a site visit, then additional charges may be levied at the sum of £90.00 per hour plus VAT, charged in 15-minute intervals. The cost would also be levied on any travelling time to site.
- 30. In the case of us providing site supervision, this is defined as attendance on site to advise and oversee works or installation of equipment carried out by the clients' own staff or operatives as identified within our estimate or scope of works. Supervision provides only for equipment required to survey and measure, i.e. surveying instruments, measuring equipment. No other tools or lifting equipment are provided unless specifically requested and agreed of which a charge may or may not be applicable.

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- 31. Where a sewage treatment plant, pumping station or rainwater harvester is sold on a supply only basis, it is always recommended that commissioning of the unit is carried out by an authorised engineer. This will ensure the best performance for the unit and that any warranty for the item is validated. Should you require details of the cost of this service, please contact either Drainstore.com direct or an authorised engineer prior to purchase of the unit.32. Should the sewage treatment plant not be commissioned in accordance with the above recommendations, Drainstore.com does not accept
- 32. Should the sewage treatment plant not be commissioned in accordance with the above recommendations, Drainstore.com does not accept responsibility for the effluent quality produced by the unit.
- 33. Where a sewage treatment plant, pumping station or rainwater harvester is sold on a supply only basis, it is always recommended that servicing of the unit is carried out by an authorised engineer in accordance with the manufacturers recommended servicing intervals. This will ensure that the best performance results are achieved in respect of this item. Should you require details of the cost of this service, please contact either Drainstore.com direct or an authorised engineer.
- 34. Should a sewage treatment plant not be serviced in accordance with the above recommendations, Drainstore.com does not accept responsibility for the effluent quality produced by the unit.
- 35. Please note that pumping stations will be supplied fit for the pumping of the appropriate waste matter agreed at specification stage. Should third party items be put into the system such as nappies, sanitary towels or non dissolvable wipes, Drainstore.com do not accept responsibility for the malfunction of the unit.
- 36. Should there be a delay between the physical installation of the pumping chamber and the commissioning of the unit, under no circumstances should the pump be left in the dry chamber or submerged in water as this could damage the mechanical seal. Should this happen and the seal is water damaged the pump will not be covered under the warranty.
- 37. Should Drainstore.com be called out on a warranty call and a third-party item be found to be the cause of the fault, then the customer will be liable for the repair, time on site and travel costs of the engineer. Travel and time on site costs will be levied at the current rate of £49.75 per hour plus VAT. Mileage costs are currently 48 pence per mile plus VAT. This fee is required to be paid in full up front before the engineer leaves for site.
- 38. All items supplied are guaranteed for the periods stipulated by the manufacturers. Full details of these periods are available from either Drainstore.com or from the manufacturers direct.
- 39. Should a supplied item supplied be faulty, then the customer should initially contact Drainstore.com to report the fault. In the case of a faulty electrical item, then Drainstore.com will request that the faulty item be returned for examination. The carriage cost will be borne by the customer and paid prior to the replacement. The cost of removal of the item and re fitting of the replacement will be borne by the customer.
- 40. Should the fault be found to be a valid warranty claim, then the item will be exchanged under the terms of the guarantee.
- 41. However, if it can be ascertained that damage has been caused to the item after the delivery to site, the full cost of the item and delivery charges will be passed onto the customer prior to a replacement part being dispatched.
- 42. Should a customer request a new item immediately and before the faulty item is received back for examination, then the cost of the item and carriage will be paid up front prior to dispatch.
- 43. Once the item has been received for examination, and should the fault be found to be a valid warranty claim, then all monies will be returned to the customer within 48 hours.
- 44. Drainstore.com will not assist with the specification of any product, but it is the responsibility of the customer to advise of any invert levels relating to the site.
- 45. Drainstore.com do not accept liability for the installed system's failure to perform due to incorrect design based on misinformation or misinterpretation of information and where design of the proposed system has been prior to our involvement with the project.
- 46. No retention money shall be held without previous agreement, which should be negotiated prior to the letting of the contract and in writing.
- 47. It should be noted that if for any reason Environment Agency or Local Authority consent is required, Drainstore.com do not undertake to obtain this consent unless requested and agreed.
- 48. Drainstore.com does not take responsibility for the design criteria of the chosen drainage, sewage treatment plant or pumping station. This is to be carried out by the customer prior to order.
- 49. It is the customer's responsibility to obtain confirmation from the relevant Local Authority Building Services Building Inspector that pumping stations are fit for purpose and comply with the current Building Regulations in respect of 24-hour retentive capacity in domestic applications.
- 50. Any dispute regarding supply of items or our invoice must be notified to this office within 7 days of the delivery date or will be deemed invalid.
- 51. Drainstore.com operate within the regulations set down in the Consumer Protection (Distance Selling) Regulations 2000, the full details of which can be found on the Office of Public Sector Information website.
- 52. By placing an order either verbally or in writing, it is deemed that the above terms and conditions have been read and fully understood prior to the order placement. These terms and conditions are provided with all invoices issued by Drainstore.com and on request.
- 53. With MDPE pipe please ensure that the correct quantity is ordered, as once dispatched and received on site, the manufacturers will not take this back into stock. This is due to them not being able to guarantee the integrity of the pipe for re sale. As a consequence, Drainstore will not accept the return of any MDPE pipe.

Your privacy is important to us. We have updated our Privacy Policy in line with the new General Data Protection Regulation (GDPR) and this can be viewed at http://www.drainstore.com/privacy-policy