

TERMS & CONDITIONS OF CONTRACT – INSTALLATION

1. Should excavations reveal rock or material that requires the use of portable breaking machinery or an excavator fitted with a breaking hammer, additional work may be incurred and the contract value may need to be adjusted.
2. Should excavations reveal ground water with running sand, gravel or other unstable ground it may be necessary to employ heavy pumping equipment and/or dewatering equipment. Additional work may be incurred and the contract value may need to be adjusted.
3. Should excavations require the means of trench support or excavation support with regard to trench sheeting, trench boxes or hydraulic brace, additional work may be incurred and this will be charged as an additional item and the contract value may need to be adjusted.
4. All plant and materials remain the property of Drainstore.com until they are paid for in full and can be removed from site without consultation at any time until full payment is received.
5. All plant shall be paid for in full upon delivery to site and a deposit may be required upon placing of the official order and that rate will be agreed prior to placing of the order. Should payment not be available upon delivery, the plant may be returned to the supplier for re-delivery for which additional costs will be incurred.
6. Should an order be placed for a bespoke sewage treatment plant or pumping station, then on commencement of manufacture of the unit, it is likely that substantial costs may be incurred by the manufacturers should the order then be cancelled. In this instance, Drainstore.com reserve the right to pass on any costs levied to them by the manufacturer for the order cancellation. This fee may be up to 100% of the cost of the unit.
7. The main contractor is to ensure the whole of the works is to be ready and available for commencement by the date agreed.
8. Should an official order be placed for installation work and the order is then cancelled, this may incur charges up to 25% of the contract/order value.
9. 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 site.
10. It should be noted for the purpose of this estimate that the existing/proposed drain depth shall/does not exceed 1.000m. However should this occur it will be charged as an additional item unless previously specified.
11. Drainstore.com do not accept liability for any cables, pipes or drains damaged/broken during the execution of the contract, unless we are provided with the necessary information in the form of service drawings/maps and or location on site by the relevant service provider.
12. Should tankering or desludging be required for any existing or new sewage systems or any other works involved with this contract, these will be charged as additional items unless otherwise agreed.
13. It should be noted that to ballast sewage treatment systems and/or any underground vessel installed by Drainstore.com, an adequate supply/source of water will be required within the curtilage of the site provided free of cost by the client, alternatively should the water supply be carried in by means of tankering this will be charged as an additional item.
14. No retention money shall be held without previous agreement, which should be negotiated prior to the letting of the contract and in writing.
15. It should be noted that percolation tests might be required to obtain accurate lin/m of irrigation system. It is assumed that others will carry these out prior to commencement on site unless requested.
16. All surplus excavated material will be stockpiled within 5.000m of the relevant excavation. No allowance has been made within this estimate for the loading, removal or disposal of surplus excavated material; however should this be required it will be charged as an additional item. Please note that it is assumed the excavated material will contain no contaminates. Should contaminates be found within the excavated material, any costs incurred for disposal of these contaminates will be charged as an additional item.
17. Due to the nature of the works being carried out, a considerable amount of disruption will occur to the landscaping. No allowance has been made within this estimate for landscaping of the area affected, however, it is assumed that the surface will be graded and levelled (by machine) unless otherwise stated or previously agreed.
18. Drainstore.com cannot accept liability for programme delays associated with missed or late deliveries (due to adverse traffic problems or vehicle breakdowns). Transport is sub contracted and various hauliers can be used to transport your materials.
19. Excavation works, i.e. trenches, may be subject to sinkage after a period of time. Drainstore.com is not liable for any reinstatement after 30 days following completion of the works.
20. It should be noted that if for any reason Environment Agency/Local Authority consent is required Drainstore.com do not undertake to obtain this consent unless requested and agreed with the client for which a charge will be levied.
21. Should permission be required to cross adjoining land that is not owned by the client, Drainstore.com do not undertake to obtain this permission unless requested and agreed with the client for which a charge will be levied.
22. Drainstore.com do not undertake to locate existing pipework and/or services or determination of combined systems, i.e. surface and foul water unless previously discussed and agreed. The undertaking of this work can be classified as additional work and a charge may be levied.
23. Should day works be required or requested, these will be carried out at our current labour rates with on costs indicated as a percentage of the invoice total. Should you wish to receive a copy of this information this can be forwarded upon request.
24. Drainstore.com do not take responsibility for the design criteria of the chosen sewage treatment plant/pump station, this is carried out by the manufacturer based on information provided either directly or indirectly from the client.
25. No credit will be given if the works are completed prior to the quoted time period.
26. Should commissioning of any electrical equipment be included within the attached estimate then it is assumed that the power supply will be available to be connected at the same time as the installation of the treatment plant/pumping station. Should this not be the case and a separate return visit be required to commission the unit then an additional charge will apply.
27. Should the client request any additional works to be carried out other than those specified in the original contract, it is the client's responsibility to agree a price prior to commencement of the additional works, otherwise these works will be priced as per Drainstore.com's rates of pay identified in their day work rates plus materials and handling charge.
28. Any dispute regarding works or our invoice must be notified to this office within 7 days of the invoice date or will be deemed invalid.
29. This estimate is valid for 90 days. Should work not commence within this period it may be necessary to provide a revised estimate.
30. Should there be a break in the agreed contract period due to conditions that are not readily identified prior to commencement on site, and that break facilitates a return journey to site by Drainstore staff, an additional charge may be levied to cover the cost of the return journey and any associated work.
31. The warranty on the installation work is for a period of 12 months from the date of the final invoice from Drainstore.com. This period can be extended if requested by the client and agreed with Drainstore.com.
32. Payment in full of the contract value is to be made no later than the due date as identified on the invoice, failure to do so may result in interest being charged at a rate of 4% over the basic bank rate per day on the outstanding balance.
33. Late payments will incur administration charges as follows:- Final Demand Letter @ £100.00 + VAT, Letter before Action @ £120.00 + VAT, Court Action @ £150.00 + VAT plus all relevant fees.