

Terms and Conditions – Drainage and Other Services

These terms and conditions apply to our on-demand (non-insurance policy) Plumbing and Drain services. Please read this document carefully as it will tell you everything you need to know about the terms and conditions on which we will deal with each other.

1. It is our intention that all the terms of the agreement between us (including details of the services and any goods or materials we are to provide) are contained in this document. If you have any questions or do not accept any of the provisions included in these terms and conditions, please let us know.

2. Ace Drainage & Water Solutions Ltd uses its own employees and suitably qualified independent contractors under authority from Ace Drainage & Water Solutions Ltd Plumbing & Drains service.

3. Independent contractors have no authority to incur liability on behalf of or to act as agent for Ace Drainage & Water Solutions Ltd or any of their licensees.

4. Quotations given by us are valid for twenty-eight days from the date they are given. We may vary or withdraw any quotation at any time before it is accepted by you.

4a. Quotations can be provided over the phone due to geographical limitations, promotional offerings, or standardised work types. Acceptance of these over the phone will be classed as confirmation of quote. This can be revised by both customer and Ace Drainage & Water Solutions ltd prior to any work commencing.

5. We will do our best to complete the work and provide the goods and materials for the quoted amount. However, due to unforeseen circumstances, we may incur additional costs above the quoted amount. In this event, will let you know immediately and explain the reasons for the additional costs and ask you to accept an amended quote to cover the additional costs.

6. The price payable by you is the price stated as the Total Due on the quotation. Unless otherwise stated, the price stated shall be exclusive of VAT at the prevailing rate

7. **Domestic Customers:** You will be invoiced immediately on completion of the work. The Total Due on the invoice is payable immediately. If you do not pay the Total Due immediately you must pay an administration charge of £5 and interest will accrue on the outstanding amount at the prevailing rate plus 3% per annum until payment is received in full.

7.1 **Commercial Customers:** You must have a local account to qualify for the following payment terms, otherwise normal payment terms apply. You will be invoiced on completion of the work. The Total Due on the invoice is payable within 30 days of the date of the invoice. If you do not pay the Total Due

within this time you must pay an administration charge of £5 and interest will accrue on the outstanding amount at the prevailing rate plus 3% per annum until payment is received in full.

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

9. We will carry out work during our normal business hours which are 8am to 5pm Monday to Friday. We may be able to work outside our normal business hours at an additional charge.

10. Unless we are responsible for it, we will not include loss or damage to your property (including any cleaning needed) or any other type of loss. If access has to be made to your property to complete a repair, we will fill any holes and leave the surface level but will not replace the original surface or construction. Any redecoration or repair of damage that may be needed following our work is your responsibility, unless we have been negligent.

11. You must let us know of anything which may present a hazard or danger to anyone carrying out work in your property. You must also make sure that we have clear access to any relevant drains and covers, and provide us with a supply of mains electricity and water. If we incur additional work or expense as a result of your failure to provide us with clear access, mains electricity and water, we may charge you for that additional work and/or expense.

12. We guarantee* all parts and labour for 90 days from the date of completion of the work provided for domestic customers and 28 days from the date of completion of the work provided for commercial customers. Our guarantee* will not apply where faults are caused wholly or in part by your (or any other person's) misuse or neglect of those goods and materials or as a result of fair wear and tear. Any guarantee* we offer does not affect your legal rights, including those rights under the Consumer Rights Act 2015 if applicable, and any laws that replace it. You can get information about your rights from Citizens Advice or Trading Standards.

12a. We reserve the right to not offer a guarantee where we are unable to gain access due to a design/installation fault, concealment of services beyond reasonable practice to all or part of the system to determine the root cause of the issue. We will advise of this at the point of work as soon as this becomes apparent.

13. We will not be responsible for our failure to meet any of our obligations under this agreement because of circumstances beyond our control.

14. If you are a tenant you will need your landlord's permission to allow us to carry out the work. If the property is a listed building, you may require planning permission. In either case, it is your responsibility to obtain any permission required for the work.

15. Notice of your Right to Cancel. You have 14 days from the date you accept your quote to cancel, or if we've ordered parts for the job, 14 days from the

date they arrive. This is your “cooling off” period. You can ask us to start work before your cooling off period ends, but if you cancel once we’ve started, we’ll charge you for any work we’ve already done. If you want to cancel, just contact us.

16. We may cancel the agreement at any time by giving you written notice. If we cancel the agreement without good reason, we will pay you any reasonable costs you incur as a direct result of the cancellation.

17. Ace Drainage may check your details with one or more licensed credit reference and fraud-prevention agencies. Ace Drainage and they may keep a record of this search and the payment details from your account, and share it with other organisations. If a person provides false or inaccurate information and we suspect fraud, this is also recorded. This information may be used by Ace Drainage and other organisations may search these records to:

a. help make decisions about credit and credit-related services for you and members of your household

b. help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household.

c. trace debtors, recover debt, prevent fraud and manage your accounts or insurance policies;

d. check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity; and

e. carry out statistical analysis about credit, insurance and fraud. They, and other credit and insurance organisations, may also use technology to detect and prevent fraud. If you need details of those credit agencies and fraud-prevention agencies from which we get, and with which we record, information about you, please write to the Data Protection Manager at Ace Drainage and Water Solutions Ltd Unit 12, Wimbledon Ave, Brandon, Suffolk IP27 0NZ.

18. Ace Drainage can carry out Promotions and offers. The General terms and conditions apply to any promotion or offer. For any unique Terms and conditions relating to a promotion or offer these will be listed below and be clearly stated at time of promotion.

19. “No Charge for call out” means that you will not be charged for the engineer’s travel time to your property. However, this does not mean the service is free. A fixed price for the required work will be agreed upon upfront before any work begins, ensuring transparency and clarity.