

Drains R Us (Eastern) Ltd Standard Terms and Conditions of Quotation.

1. The contractor is Drains R Us (Eastern) Limited whose name is given in the quotation.
2. The employer is the person, firm or company to whom the quotation is addressed or for whom the works are carried out.
3. Acceptance of Drains R Us quotation either by employer's official order, by letter of intent, or verbal is deemed acceptance of these terms & conditions. This quotation is valid for 30 days from date provided.
4. It is a condition of acceptance of the quotation by the employer that no terms or conditions contained or implied within the official order or letter of intent in any way supercede any of Drains R Us terms & conditions unless prior written agreement has been given by Drains R Us.
5. The engineer is the person appointed by the contractor.
6. The contract will be day works unless otherwise stated, but may be subject to variations under the ICE conditions.
7. The prices quoted are exclusive of VAT, which will generally be charged at the standard rate.
8. Retentions may not be deducted.
9. The employer shall make available to the contractor the whole of the site of the proposed works at the commencement of works on site unless otherwise agreed in writing.
10. All works unless otherwise notified, are based on an 8-hour shift at a time of convenience to the contractor. However, out of hours works (5pm to 8am), will carry a surcharge.
11. Any working time lost on site due to delays by any actions of the employer, his representatives, contractors or by sewer surcharge cause by storm, flood, tidal or pump failure (unless otherwise specified in the quotation) will be charged to the employer by Drains R Us in accordance with these terms & conditions. Should any delays occur for which Drains R Us are not responsible they reserve the right to charge for lost time owing to the additional setting up or out of sequence work. Any standing time, which is beyond the control of Drains R Us, will be charged at our current hourly rate.
12. Cleaning/unblocking
 - (i). Quotation is based on the assumption that the drainage system is clear from debris and in a reasonable state of repair, the survey will be abandoned should the condition of the pipe prevent continuation. Standing time will be charged if necessary, whilst works undertaken in attempt to complete survey.
 - (ii). Removal of silt/debris that is in excess of 10% or requires additional equipment for the removal of fat deposits, grout, encrustation, concrete, builders rubble or roots will be charged additionally unless stated otherwise within our quotation. Tipping charges may also be applied.
 - (iii). Unless specified otherwise our costs do not include for the removal of any waste or debris from the site. If disposal were found to be necessary additional costs would be incurred to the employer for the transportation of waste to a registered site, the cost of the waste disposal & additional administration costs.
 - (iv). While every care will be taken while unblocking/cleaning using jetter/spring machine Drains R Us accept no responsibility for contamination of any product/goods by spray, mist or coming into area. Jetter/spring machine may divert from run due to debris/obstruction blocking route. The employer is responsible to make sure areas are clear from product/goods, people and any electrical goods etc.
13. CCTV Inspection Works.
 - (i). Where Drains R Us carries out CCTV surveys or investigation work, any interpretation/advice implied or given is the responsibility of the employer. Advice or details provided within the report are based on information available at the time, and are an interpretation of such information only. No liability is accepted by Drains R Us, if on further inspection conditions or circumstances differ from that reported.
 - (ii). Where for the purpose of this quotation information is provided or implied either verbally, in writing or through CCTV recordings etc, concerning the condition of the sewer and this is found to be inaccurate or out of date, Drains R Us reserves the right to review their quotation or charge the costs involved for any additional work that may be necessary to complete the work in a satisfactory manner.
 - (iii). Where sond and/or similar equipment are used to identify existing pipes/culverts etc and position of such, advice given is the responsibility of the employer. Advice given and the interpretation of such is based on information available at the time, and due to external factors accuracy cannot always be guaranteed.
 - (iv). Drains R Us does not accept liability for any deterioration structural or otherwise that develops (however it may be caused) or becomes apparent within any pipe that they are working on, this includes surrounding structure. This also applies where we have had to create access.
 - (v). Drains R Us uses only high quality camera equipment when conducting CCTV Surveys. However where specialist camera and/or related equipment are required or requested an additional charge may be applied.
14.
 - (i). Unless stated otherwise in the quotation it is assumed that vehicle access is possible to all manholes on every sewer length on which work is being undertaken. Should this not be possible the employer is liable to any extra costs that may be incurred to gain access.
 - (ii). If access is required onto private land it will be the responsibility of the employer to ensure that all relevant permissions have been obtained.
15. If damage or loss is sustained to our equipment due to reasons beyond our control or the condition of the pipe work etc we reserve the right to charge for replacement of the items and/or time etc whilst the items are replaced or recovered.
16. Should we be required to enter any confined spaces as defined by the Health & Safety at Work Act or any manhole deeper than 1.4 meter's we reserve the right to alter our quotation to include for the required additional equipment.
18. Excavations
 - (i). All pipe work is to British Standards and connections to existing pipe work to be carried out using water industry approved coupling.
 - (ii). Back filling will be done with selected excavated materials, reinstatement to match existing as near as possible. Areas within the public highway, back filling and surface to be done in accordance with the New Road and Street works Act 1994.
 - (iii). the quotation assumes that there is reasonable access to all relevant areas and we have not accounted for excavating around or diverting services.
 - (iv). No allowances has been made for excavating rock, concrete or similar materials, unless specifically stated. Where the pipe work is surrounded by concrete it may be difficult to remove without further damaging the pipe work. Whilst all steps will be taken to avoid that we cannot guarantee that the works will not increase during construction.
 - (v). No allowance has been made for over pumping or de watering.
18. Terms of payment.

Payment is due in full on the same day as completion of works.
Account Holders Strictly Thirty days from date of invoice.
19. No liability is accepted by the Company or its employees following incidents of contamination/pollution whilst moving waste or in the course of the normal activities of the Company.
20. **Root Cutting:** No liability is accepted for damage caused to pipes when using HPWJ and/or specialist equipment to cut roots: removal of roots may reveal further defects and/or pipe debilitation.