**John Wall Drainage Service Ltd Terms and Conditions of Business**

**DEFINITIONS**

* 1. “We”, “us”, “our” – refers to John Wall Drainage Service Ltd, its employees, agents and any sub-contractors employed by us.
	2. “You”, “your” means the person or company who instructs us to carry out work for them either directly or indirectly.
1. **GENERAL TERMS AND CONDITIONS**
	1. On the instruction of any works from you, it is deemed that our terms and conditions have been accepted and these will prevail over any other. Any item detailed on your terms and conditions that is inconsistent with ours would not apply.
	2. No variation of these terms and conditions shall be allowed unless previously agreed by ourselves in writing.
	3. Telephone conversations will be recorded and retained.
	4. No complaint or query will be recognised after 14 days.
	5. Quotations are valid for one calendar month.
	6. The Company/Person whom we take the instruction from to carry out the works is who will be liable for the cost of the works. No third-party involvement is accepted unless previously agreed.
	7. We are insured in respect of both Public and Employers liability; copies will be provided when requested.
	8. Prior to commencement of works, you can cancel this agreement/contact by giving us one weeks written notice however you will be liable for all work undertaken to date and all expenses incurred in preparing for the works, including any materials and/or associated costs.
	9. In the event that we cannot complete the works on the agreed date to reasons beyond our control, charges may be incurred.
	10. You will be responsible for providing parking arrangements for vans, tanker units and/or equipment required to carry out the works and any costs associated i.e. parking fees, parking fines, permit fees, etc.
	11. We reserve the right to reject an order on giving written or verbal notice of such. No costs will be accepted by ourselves for any prior arrangement made by you.
	12. Any costs incurred by ourselves by way of equipment repairs, replacement or loss of income caused by the result of negligence by site personnel or employed by yourselves, we will be fully reimbursed.
	13. We will assist with the movement of property to enable access if required, however we accept no responsibly for any damage to said property and/or surroundings.
	14. You are responsible for ensuring safe access of sufficient size to enable entry into the drain and/or area to allow us to complete the required works. You would be responsible for making good on completion of the works.
	15. If access into the drainage is required via a seized manhole, we will break out to allow access, if the manhole is damaged and requires replacement, the costs to replace will be payable by yourselves.
	16. Unless agreed otherwise, it is your responsibility to obtain any permission/consents/agreements from the local authority or any other agency for permission to connect to their apparatus (drains/sewers etc.) Unless otherwise stated, we would assume this has been carried out by yourselves prior to work commencement.
	17. In the event that working time is lost due to delays caused by you, your representatives or contractors, we reserve the right to bill for any time lost.
	18. In the event that working time is lost due to delays caused by storm, flood, tidal, pump failure we reserve the right to bill for any time lost.
	19. If access is required onto private land, it is your responsibility to obtain this prior to work commencement.
	20. You will arrange for us to draw water, free of charge, through a standpipe from a fire hydrant for the purpose of filling the jetting unit. We will provide all associated equipment in order to do this.
	21. You will be responsible for the diversion of traffic (including any permits, notices, etc.) were required in order to carry out the works required, unless otherwise agreed.
	22. You will be responsible for providing information and/or drawings necessary for the location of drainage and all access points.
	23. You will be responsible for providing information and/or drawings necessary for any buried services and these must be given to us at least 7 days prior to any quotation been provided or work commencement.
	24. You are to provide us with the names of your staff whom we are to take our instructions from. If this is not provided, instructions will be taken from site personnel.
	25. It is your responsibility to inform us of any chemical or substance that may run through the drainage system prior to work commencement.
	26. Unless otherwise stated, all works will be carried out during normal working hours (Monday – Friday 8am-5pm). For any fixed costs works, access must be made available to us to carry out the works during these hours. If this is not possible, additional costs may be incurred.
	27. If we are to use a sub-contractor for any works and the works cannot be completed for reasons beyond our control, these costs would be payable by you.
	28. Any advice provided to you is the opinion of the Drainage Engineer on the day in question.
	29. In the event we are required to work within a confined space as defined by the Health & Safety at Works act, or any manhole that is deeper than 1.4 metres, we reserve the right to charge for additional safety equipment.
2. **CHARGES**
	1. All invoices will reflect VAT at the current rate.
	2. If credit facilities have been agreed prior, our terms and conditions are strictly 30 days from the date of the invoice unless otherwise agreed by ourselves.
	3. If payment is not made, court proceedings may be pursued. This will include any legal, court and administration costs along with any interest incurred until the debt is repaid.
	4. Overdue accounts will be charged at 8% interest over the base rate of Barclays bank from the date of invoice until the payment is made in full.
	5. If there are no account facilities in place, payment is required prior or on completion of the works.
	6. If there are no account facilities in place, a deposit may be required up front, dependent on the works to be carried out.
	7. There is a minimum charge of 1 hour for all works, these charges include to fill the jetting unit with water (if required), completion of the worksheet, drawing of location, travelling to and from the site and any collections required.
	8. A minimum charge of £30 will be applicable for minimal waste to be removed from site (10 kilo or less) unless it is classed as special and/or hazardous waste.
	9. An administration charge of £30 will be payable in respect of each cheque we present which has been dishonored by your bank for whatever reason.
	10. We may use one or more licensed credit reference and fraud prevention agencies. We may keep a record of this search and share with other organisations. If a person provides false or inaccurate information, this too be will be recorded.
	11. An English Court, local to our office address shall deal with any dispute arising
3. **DRAIN JETTING/DRAIN CLEARANCE**
	1. The works shall be deemed as complete if where possible the drain is running or the engineer has attempted the clear the drain. A report would be provided detailing our findings.
	2. We are not permitted (without prior agreement) to work within United Utilities apparatus. If found after investigation, the issue is within their apparatus, we reserve the right to charge for our investigation works.
	3. If the size of the drainage cannot be provided by yourselves, the assumption is made that the pipe size does not exceed 150mm and we are able to productively high-pressure water jet using our standard jetting unit. If the drainage is larger than this, a tanker unit may be required at an additional cost. The same would apply is the drainage was excessively silted.
	4. If high pressure water jetting internally, there is the possibility of water escaping from the system, while every effort will be made to avoid any flooding, no responsibility would be accepted if any damaged occurred.
	5. If damage or loss is sustained to our equipment due to reasons beyond their control or due to defective pipe work or some other unknown risk, we reserve the right to charge for the costs of retrieving the equipment, including the instruction of another contractor and/or costs to replace the equipment and all associated equipment. We also reserve the right to charge for loss of profits at the rate of £250 (Excl VAT) per day, due to downtime of the equipment up to a maximum of 7 days. If after this time the equipment has not been retrieved, you are fully responsibility for full replacement of the equipment and all associated equipment
4. **CCTV SURVEYS**
	1. We will make every concerted effort to produce a quantative CCTV report. We have outlined significant observations and where applicable, any remedial action we feel is required. We will not accept any liability for interpretation by other parties of the information provided in our report.
	2. Time must be allowed to complete to the CCTV report on site to provide to you.
	3. The CCTV Survey report is sent electronically, you must ensure your system allows you to view it in the format provided.
	4. The conditions of the drainage observed in this report are that only of the Drainage Engineer on the day the survey was completed.
	5. Unless otherwise stated the invert level of any inspection chamber (manhole) is measured vertically from the bottom of the channel to the top of the chamber cover. All measurements are approximate.
	6. We use a grading system to identify displacements on a pipe, this system is useful to quickly identify where remedial works are required. The grading is our interpretation of the defects and the findings are the opinion of the Drainage Engineer who completed the report - care should be taken when interpreting these scores.
	7. Considering the nature of CCTV surveys - at any time the distances given in the CCTV survey report may differ from the actual measurements on site. If any remedial works are to be carried out resulting from our survey by ourselves or another party, actual ground measurements must always be taken prior. No responsibly with be accepted by ourselves for any inaccuracy in relation to any distances recorded.
	8. The clock reference system is used within our report, this is used to indicate where observations are being made. For clarity, the top of the pipe is 12 o’clock and the bottom of the pipe is 6 o’clock. Where observations are made between points on the clock face, they are done so in a clock wise direction.
	9. A copy of the CCTV survey and report may be kept up to one year from the report date, during which time, duplicates can be purchased, if required. After this time the original will be destroyed. No copies will be issued to third parties without written consent. The CCTV survey will be sent via a download link which will expire after a certain amount of time, it is advised you download and retain the CCTV survey report and footage for future reference.
	10. The drawing provided within the CCTV report are not to scale and are for reference purposes only. If scaled drawing are required these may be provided at an additional cost.
	11. Any quotation arising from the CCTV survey report will be valid for one calendar month.
	12. If access is required onto private land it is your responsibility to ensure all relevant permissions are obtained prior to our attendance.
	13. If we are required to work within a confined space as defined by the Health and Safety at Work Act, we reserve the right to charge for any additional safety equipment.
	14. If damage or loss is sustained to our equipment due to reasons beyond their control or due to defective pipe work or some other unknown risk, we reserve the right to charge for the costs of retrieving the equipment, including the instruction of another contractor and/or costs to replace the equipment and all associated equipment. We also reserve the right to charge for loss of profits at the rate of £250 (Excl VAT) per day due to downtime of the equipment up to a maximum of 7 days. If after this time the equipment has not been retrieved, you are fully responsibility for full replacement of the equipment and all associated equipment.
	15. Only accessible, viewable drainage will be surveyed, if remedial works are required to gain access to a drain to allow a CCTV survey to take place, additional charges may be incurred.
	16. In order to obtain a quality report, the drainage may need to be high pressure water jetted prior, if this is the case, additional costs may be incurred.
	17. Notice of any known dangers to be aware of i.e. chemical, tidal, etc. will also be required from you. If the aforementioned information is not received prior to the issue of the quotation or the start of the works then it is assumed that no services/dangers exist. If any unknown danger is found after the works begin, additional costs may be incurred.
	18. Unless otherwise stated, you will be responsible for the diversion of traffic, where applicable, to enable the works to be carried out.
	19. If the planned dates for works cannot be carried out due to reasons beyond our control (e.g. weather conditions, material delays etc) the works will be rearranged at the earliest opportunity.
	20. If after the CCTV survey has begun, asbestos or any other hazardous substance is found, all works will be stopped immediately and reported to you to arrange specialist removal. The works will only continue when it is safe to do so.
	21. In order to gain access to a drain, access panels, toilets, bath panels etc may need to be removed. We are willing to remove these on the condition that if they break or cannot be replaced as before, we are not held financially responsible.
5. **EXCAVATION AND DRAIN REPAIR.**
	1. All remedial works and quotations provided are based on a none problematic excavation, if issues do arise during the course of the works, additional costs may be incurred.
	2. All remedial works and quotations provided are based on the assumption there is no buried services or conditions which will hamper the works. If there are buried services found, additional costs may be incurred. If you can provide details of any buried services or ground survey reports prior to quotation, allowances will be made for any known services.
	3. All remedial works and quotations will be based on the assumption that the ground condition is suitable for excavation – for example, no running sand, no ground water, buried footings, disused drainage, root intrusion, etc. If these are found during the excavation works, additional costs may be incurred.
	4. All remedial works and quotations will be based on the assumption that the sub soil excavated is suitable for backfill. If this is not the case and suitable backfill is required, additional costs will be incurred.
	5. If access is required onto private land it is your responsibility to ensure all relevant permissions and licenses are obtained prior to our attendance.
	6. No financial liability will be accepted for any buried services/abnormal ground conditions that require re-locating/removing to allow the drainage works to continue or for repair of damage to services not previously informed by you of its presence. If this is required additional permission may be required from the provider. If this is the case, it is your responsibility to obtain all permission required prior to quotation and any associated costs.
	7. You will be responsible for providing drawings necessary for the location of drains and all access points, scale drawings and details of all buried services to be delivered to us prior to quotation. If these drawings are not provided or are inaccurate additional costs may be incurred.
	8. Notice of any known dangers to be aware of i.e. chemical, tidal, etc. will also be required from yourselves. If the aforementioned information is not received prior to the issue of the quotation or the start of the works then it is assumed that no services/dangers exist. If any unknown danger is found after the works begin, additional costs may be incurred.
	9. Unless otherwise stated, you will be responsible for the diversion of traffic, where applicable, to enable the works to be carried out.
	10. Unless otherwise stated, we will remove all debris from site for disposal at a registered tipping site with all duty of care documentation provided. Any special waste (hazardous waste etc) would be charged accordingly.
	11. If sub-contractors are to be used for any remedial works, we will ensure their training, safety records and insurance are suitable.
	12. If the planned dates for works cannot be carried out due to reasons beyond our control (e.g. weather conditions, material delays etc) the works will be rearranged at the earliest opportunity.
	13. When installing any new pipework, we will obtain the best fall possible given that we are working between two fixed points of an existing drainage system. It is not always possible to obtain the recommended fall.
	14. While every care will be taken to avoid, paving flags can break when lifted, if this is the case these will be replaced. It may not however be possible to obtain an exact match for the existing flags on site, we will replace with as near as possible for the damaged area only.
	15. If any grassed area is to be backfilled, grass seed or turf (refer to quotation) will be replaced for the excavation area only.
	16. If any flags/pavers, etc are to be re-laid and the ground is not level, we will relay as best as possible given the ground conditions on site.
	17. If the area is tiled and/or has floor covering over we will lay up to the required depth after any repair for you to instruct your contractor to replace any tiles/floor covering.
	18. After an excavation, the area will be backfilled, we may, dependent on the site condition leave the area for the ground to settle prior to reinstatement of any ground cover.
	19. If after any repair works have begun, asbestos or any other hazardous substance is found, all works will be stopped immediately and reported to you to arrange specialist removal. Dependant on the repair, additional costs may be incurred for the down time, machinery hire and material costs until the works can be completed safely.
	20. If any drainage is to be located using tracing equipment, given the nature of tracing equipment it may not always be possible to obtain an exact location.
	21. In order to gain access to a drain, access panels, toilets, bath panels etc may need to be removed. We are willing to remove these on the condition that if they break or cannot be replaced as before, we are not held financially responsible.
	22. If a skip is required on site, we will require an area to site it. Your permission will be sought prior to delivery of any skips. While every effort will be made to avoid any damage to the surface the skip will sit on, we will not accept responsibility for any damaged surface.
6. **DRAIN LINING AND PATCH LINE REPAIRS**
	1. Prior to any lining works, a CCTV survey and report must be carried out to assess the drain condition and its suitability to be lined or patch line repaired.
	2. There are many factors that can alter the integrity of a drain liner/patch, it is vital that we are provided with details of any substance that is running through the drainage system prior to any lining works being carried out. Our resin selection is based on this information - no responsibility will be taken for information not supplied to us should this have a detrimental effect on the liner during installation or once installed.
	3. Heat running through a drainage system can also have a detrimental effect to certain types of liners, if there is the possibility of heat from any source running through the system, it is your responsibility to inform us prior - no responsibility will be taken for information not supplied to us should this have a detrimental effect on the liner during installation or once installed.
	4. During lining works it may be necessary to seal off any connecting drainage while the works are on-going. Over pumping and/or tanker removal can be provided (if site conditions allow), if required this will be charged in addition to the lining costs. It is your responsibility to inform us of all connecting lines in order for these to be sealed off, if this information is not provided and contents of the drain enter the lining area while the lining installation takes place, any remedial works and/or relining costs will be incurred by yourselves.
	5. Any active connections will be re-established by ourselves once the lining works are completed for any active lines.
	6. The assumption is made that the condition of the drain is the same as when the original CCTV survey was carried out. Given the unpredictability of defects on drainage systems, if there are any changes and the lining works cannot be completed as planned, the materials and labour cost would be chargeable as the materials must be prepared prior. This would be supported by CCTV evidence.
	7. If the liner were to fail in situ for reasons beyond our control (e.g. weather conditions, heat unintentionally added to the system, equipment breakdown, Employers not adhering to our instructions etc.) every effort would be made to remove the liner and reinstate the drain. If this is not possible, re-routing or another option may be required, additional charges would be incurred by you. Any costs incurred to keep the site operational whilst the alternative option is carried out would also be chargeable to you.
	8. If damage or loss is sustained to our equipment due to reasons beyond their control or due to defective pipe work or some other unknown risk, we reserve the right to charge for the costs of retrieving the equipment, including the instruction of another contractor and/or costs to replace the equipment and all associated equipment. We also reserve the right to charge for loss of profits at the rate of £250 (Excl VAT) per day due to downtime of the equipment up to a maximum of 7 days. If after this time the equipment has not been retrieved, you are fully responsible for full replacement of the equipment and all associated equipment costs.
	9. If access is required onto private land it is the customers responsibility to ensure all relevant permissions are obtained prior to our attendance.
	10. Access is required to site any tools and associated equipment while the lining works take place. It is your responsibility to ensure this access is available.
	11. If we are required to work within a confined space as defined by the Health and Safety at Work Act, we reserve the right to charge for any additional safety equipment.
	12. If the planned dates for works cannot be carried out due to reasons beyond our control (e.g. weather conditions) the works will be rearranged at the earliest opportunity.
	13. Notice of any known dangers to be aware of i.e. chemical, tidal, etc. will also be required from you. If the aforementioned information is not received prior to the issue of the quotation or the start of the works then it is assumed that no services/dangers exist. If any unknown danger is found after the works begin, additional costs may be incurred.
	14. Unless otherwise stated, you will be responsible for the diversion of traffic, where applicable, to enable the works to be carried out.
	15. If after the lining works have begun, asbestos or any other hazardous substance is found, all works will be stopped immediately and reported to you to arrange specialist removal. Work will not recommence until it is safe to do so.
	16. In order to gain access to a drain, access panels, toilets, bath panels etc may need to be removed. We are willing to remove these on the condition that if they break or cannot be replaced as before, we are not held financially responsible.
7. **TANKER WORKS (Interceptors, Grease Traps, Septic Tanks, Treatment Plants and HPWJ)**
	1. If a tanker and/or road sweeper unit is to be used, costs are based on travel to and from the depot and any tipping time required.
	2. All quoted works are based on the contents uplifted being non-hazardous unless otherwise stated. If found, that on return to the disposal facility, the waste uplifted is deemed as hazardous or differs from the original specification, additional charges may be incurred.
	3. If the after the contents are uplifted, the tanker unit requires a barrel clean (depending on the uplift) additional charges will apply.
	4. If the tanker were to become full while uplifting on site, the tanker unit will need to leave site and dispose of at a registered disposal site before returning and continue the works. These hours are billable to you.
	5. A sample analysis may be required prior.
	6. A minimum charge is imposed for weekend and overnight works, regardless of the hours spent on site.
	7. Waste is charge per load, details of which will be provided on the duty of care documentation.
	8. If a tanker unit attends to your site and the works cannot be completed for reasons beyond our control, a charge would still apply and would be payable by you.
	9. If any tanker works are cancelled by yourselves, a period of 48 hours’ notice is required, otherwise the charge would still apply and would be payable by you.
	10. Minimum hours charges apply for all tanker works, regardless of the time required to complete the works.
	11. Due to the nature of tank uplifts, it is not always possible to state prior the amount to be uplifted – prices will be provided per load/litre etc.
8. **ROOT REMOVAL/ENCRUSATION REMOVAL WORKS.**
	1. While every effort will be made to fully remove any roots/encrustation from the drainage, given the substance that is present, it may not be possible to remove this fully.
	2. Root Removal and/or encrustation removal works are time intensive; all quoted works are based on an estimate given it is an unknown until the works are started.
	3. If requested, a CCTV survey can be carried out after the works are completed.
9. **GUTTER CLEAN**
	1. In order to clean any guttering, access is required around the building at ground level, it is your responsibly to ensure all areas are clear and free prior to our attendance.
	2. Due to the different types of roofs, it may not be possible to clean every section of gutter due to access restrictions.
	3. We are able to provide gutter cleans from ground level, however due to certain site conditions, access equipment may be required. The ground condition must be suitable to allow a safe work space should any access equipment be used.
	4. An electrical supply may be required from your site in order to operate our equipment.