Terms and Conditions

THIS AGREEMENT is between:

(1) TT Drainage and Plumbing Services Ltd
Head Office Unit 1, Gors Road, Towyn, Abergele, Conwy, LL22 9LS

And

(2) The Client / Customer

IT IS AGREED –

DEFINITIONS

In these terms and conditions, the following meanings shall apply

1.1 'Company Signatory' means a person authorized by us
1.2 'Contract' means the contract for the supply of Goods or Service incorporating these Terms
1.3 'Terms' means the terms set out in this document and any special terms agreed in writing between a Company Signatory and You
1.4 'We and Us' means TT Drainage & Plumbing Services Ltd Registered in England and Wales
1.5 'Completion Date' means the date the Service/Project is to be completed by as specified in this Agreement.
1.6 'You' / Client means the person seeking to purchase Goods or Services from Us
1.7 'Purchase Order' means the document setting out the Client's requirements for the Agreement of Services to be provided.

THE CONTRACT

2.1 All orders are accepted by us only under these terms and may not be altered – other than with the written agreement of a company signatory.
2.1.1 Electronic Acceptance of these terms and conditions are confirmed with a electronic reply from You / Client with little or no words
2.2 Any Quotations are invitations to treat only.
2.3 Orders may be cancelled only with the agreement of a Company Signatory and you will indemnify us against all claims, losses, or expenses incurred as a result of that cancellation
2.4 You shall be responsible to Us for ensuring the accuracy of the terms of any order including any applicable design drawing or specification provided to Us by You and for giving Us any necessary information relating to the Goods within a sufficient time to enable Us to perform the Contract in accordance with its Terms
2.5 It is your responsibility to be fully conversant with the nature and performance of the Goods or Service, including any harmful or hazardous effects their use may have

2.5.1 If You require advice (including Health and Safety) in relations to any Goods or Services, a specific request for advice should be made and any advice given in writing by a Company Signatory in response to such a request shall amount to a representation and We shall be liable accordingly

2.5.2 We shall not be made liable in respect of any misrepresentation made by Us, our employees or agents to You as to the condition of any Goods, their fitness for any purpose or as to quantify as measurements, unless the representation is made or confirmed in writing by a Company Signatory, and/or other company representative.

2.5.3 The Client / Customer will be responsible for any damage that might be caused to trailer mounted jetting units, CCTV surveying units or root cutting equipment, should the work require them to operate away from normal tarmac or a laid surfaced road. The client will also be responsible for equipment lost or damaged due to pipe faults.

2.5.4 The client shall inspect the work as far as reasonably possible immediately on completion as stated in sec 4.6 and shall within 7 days give written notice to us in detail of any grounds on which he/she alleges the work is not in accordance with the contract. If the client fails to give such notice the work shall conclusively be presumed free from any defects which would be apparent on reasonable examination of the work.

DEPOSITS

3.1 Deposit's may be asked for and will be at T.T Drainage & Plumbing Services Discretion, Table below demonstrates values of Standard deposits required against job values, these can be reduced or increased at time of written or verbal prices given.

£1.000.00 - £1.999.00 deposit required 10% £3.000.00 - £3.999.00 deposit required 30%
£2.000.00 - £2.999.00 deposit required 20% £4.000.00 - £4.999.00 deposit required 40%
£5.000.00 - & Above deposit required 50%

PRICE

3.1.1 The price quoted are based on the details given at the time, and are subject to an hourly rate
3.2 All prices quoted are exclusive of Value Added Tax (VAT) at the current rate
3.3 We reserve the right to review our pricing structure at any time

PAYMENT

4.1 Unless the sale is for cash, or other credit terms have been agreed in writing with a Company Signatory, all accounts are due for payment within 30 days or unless on an agreed contract state of 60 days
4.2 Late payment will incur interest at 8% above the Bank of England base rate, prevailing from time to time, until the date of payment as well as before judgment.
4.3 Credit Facilities may be withdrawn or reduced at any time at our sole discretion

4.4 Even if we have previously given you credit. We reserve the right to refuse or execute any order or Contract if the arrangement for payment on your credit rating is not satisfactory to us. In our discretion. We may require security satisfaction to us or payment for each order when the job has been completed.
4.5 You may not withhold payment of any invoice or other amount due to Us by reason of any right to set off a counterclaim, which You may have, or allege to have, for any reason whatsoever
4.6 When we have completed the works we shall invite you to inspect it and to sign the invoice and your signature will constitute acceptance of the work we have done and any goods and / or materials we have supplied.

NON PAYMENT AND INSOLVENCY

5.1 'Insolvency' means You becoming unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution or distress on any or your property; the appointment of a receiver or administrative receiver over all, or any part, of your property; a proposal for a voluntary arrangement or compromise between You and your creditors, whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for a voluntary winding-up; or summoning a meeting to pass such a resolution otherwise that for the purposes of a bona fide amalgamation or reconstruction; the presentation of a petition for your winding-up; or for an administration order in relation to You. If you suffer any analogous step or proceedings under foreign law or You are ceasing, or threatening to cease to carry on your business
5.2 If you fail to pay the price for any Goods or Services on the due date or fail to pay any sum due to Us under any contract on the due date or You become insolvent or if you are a limited company or partnership and there is a material change in your constitution or You commit a material breach of this Contract and fail to remedy that breach, all sums outstanding between You and Us shall become immediately payable, and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):
5.2.1 Require payment in cleared funds in advance of any further goods or services
5.2.2 Cancel or suspend any further goods or services to you under any contract without liability on our part
5.3 If we reasonably incur third party costs, such as tracing or debt collection agency costs, or seek to take legal Proceeding's to enforce our rights as a result of the breach of this contract – including but not limited to –
Recovery of any sums due, You will reimburse Us such reasonable agency costs or legal costs incurred on an indemnity basis

5.3 Without prejudice to clause 5.3 if You are acting in the course of a business then in the event of late payment We reserve the right to claim compensation pursuant to the Late Payment of Commercial Debts (interest) Act 1998 at the prevailing rate, currently £40 for a debt less than £1,000, £70 for a debt of more than £1,000 but less that £10,000 and £100 for a debt in excess of £10,000

6 PUBLIC LIABILITY

TT Drainage & Plumbing Services Ltd warrants that they have and will maintain Public Liability Insurance/Accident Cover to the value of £5 million where assignments are carried out at premises other than premises owned by the Client

7 DISCRIMINATION

TT Drainage & Plumbing Services Ltd shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex Discrimination Act 1975 and or the Disability Discrimination Act 1995, relating to discrimination in employment. TT Drainage & Plumbing Services Ltd shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Consultant and all sub-contractors engaged in the execution of the Contract, and shall ensure they are familiar with the contents of the client's Equal Opportunity and Harassment Policy (as amended from time to time).