# TERMS AND CONDITIONS

Please make sure you read and understand all the terms and conditions.

## **Application**

These Terms and Conditions will apply to all goods and services that you, the consumer, purchase from **Darren's Drains**. By purchasing any of our goods / services, you are accepting all these terms and conditions.

#### **Services**

All services we offer will be laid out on our website, catalogue or verbally agreed with you before any work has begun. Any description or images are for illustrative purposes only and there can be small discrepancies between them and the final product.

In the case of any special requirements or needs for services, it is your responsibility to provide all necessary information needed to carry out these services.

All goods and services are subject to availability.

If changes to your services are needed to comply with the relevant authorities or safety regulations, you will be notified of these changes.

# **Customer Responsibilities**

You must cooperate with us when needed to ensure goods and services are offered to specific health and safety regulations.

Authorised personnel and employees will need to be allowed access to premises in which our services are required.

Failure to comply with the above will entitle us to suspend all services until you remedy it. Failure to remedy these can and will result in cancellation of services with written notice.

#### **Basis of Sale**

The advertisement of goods and services on our website does not constitute a contractual offer to deliver these goods and services to you. We reserve the right to refuse an order after it has been made for any reason.

Either verbal or written confirmation will be made when an order has been accepted.

Any quotation is valid for 14 days after the date of issue. However extensions can be made if you contact us directly.

Once an order has been accepted by both parties, no variations or changes can be made by either party to the contract without legal requirements.

### **Fees and Payments**

The fee for services, including any labour and delivery charges, will be laid out to you in the initial quotation. Once verbal or written agreement has been made, neither parties can make amendments to these unless additional services or products need to be bought by us, the **Supplier** Fees and charges include VAT at the standard rate at the time of the order.

Full payment of services must be made within 14 days of completion of services provided.

All deposits are non-refundable, by submitting a deposit you agree to this.

## **Delivery of Services**

We will strive to deliver all goods and services specified in the original order within the agreed timeframe. You will be notified if there are any amendments to this timeframe.

If services are not delivered in the specified timeframe, and acceptable notifications have not been made, you reserve the right to request a partial or full refund of anything paid above the reduced amount. If we do not deliver the goods or services to you in time, regardless if it is out of our control, you reserve the right to void the contract if:

- We have refused to deliver the goods and services specified in the original order.
- After we fail to deliver you the goods and services and you specify a new time and date for delivery, which we accept, and then fail to meet that time too.

We do not deliver goods and services outside England and Wales, however if we accept your request for this you are liable for any import duties or taxes.

You agree that we may deliver the goods and services in installments if the there is a shortage of staff or staff.

If you, or a nominee, fail to accept delivery of goods and services at the correctly specified time, you are liable for any charges for redelivery.

### Risk and Title

Risk of damage or loss of goods and services will be passed to you on completion of the order.

You do not own the goods until we have received full payment for the goods and services provided. Until payment has been made, we reserve the right to reclaim or remove any goods or services provided.

## **Duration, termination and suspension**

This contract is valid for the time it takes for us to completely deliver all goods and services ordered.

Either you or we reserve the right to terminate this contract through written or verbal communication if;

A serious breach or series of breaches of contract is made by either parties, and this breach cannot be fixed within a specified timeframe.
Either parties are subject to bankruptcy or liquidation.

In the event of failure by either parties due to circumstances out of their reasonable control then the offending party need to notify the other as soon as possible, and reasonable alterations can be made.

### **Governing Law and Jurisdiction**

The contract is governed by the law of England, Wales and Scotland Any disputes can be submitted to jurisdiction of the courts of England, Wales and Scotland

We try to avoid disputes is possible. Please contact us directly for any complaints or problems and we'll be happy to assist you.

#### Withdrawal and Cancellation

You can cancel or withdraw your order before payment has been made without incurring any liability for any reason by giving us written or verbal confirmation.

Deposits are non-refundable once paid. If you cancel after the deposit has been made but before services have been provided, you will not receive any of your deposit back.

You cancel the contract except for any goods or services made specifically to your requirements for any reason within 14 days by giving us written notice. No liability to you will be incurred for this given no services have already been provided and proper written notice is given. If services have already been partly provided, then you are liable for the cost of these services if they cannot be returned or reimbursed to us.