Please read the following Terms & Conditions carefully as it will tell you everything you need to know about the agreement you will enter into once you accept an Estimate or Quotation from DrainMaster (SW) / Bellmar Ltd.

If you have any questions or do not accept any of the provisions included in these Terms & Conditions, please let us know.

1. DrainMaster (SW) / Bellmar Ltd uses its own employees and suitably qualified independent contractors to provide services on their behalf.

2. Independent contractors have no authority to incur liability on behalf of DrainMaster (SW) / Bellmar Ltd or to alter/amend contracts in anyway without the express written authority of DrainMaster (SW) / Bellmar Ltd

3. We will use our best endeavours to complete the work and provide the goods and materials for the estimated/quoted amount, Estimates/Quotations given by us are valid for twenty-eight days from the date they are given.  However, if the cost to the company of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside the control of Drainmaster(SW) / Bellmar Ltd, then we shall notify you without delay before undertaking any work explaining the reasons for the additional costs and ask you to accept the amended price. Any extra work, undertaken due to unforeseen circumstances or on customers instruction, will be added to the final account

4. DrainMaster (SW) / Bellmar Ltd will charge either for Hourly Rate Work or Fixed Price Work. The hourly rate depends upon the work required. It will be charged against the number of hours taken carrying out the work. It does not include materials. All charges are subject to VAT.

5. PAYMENTS - On acceptance of estimate, we require a 25% deposit to be paid, on commencement a further 25% and remaining balance on completion (gross).

6. Normal business hours are 7.30 am to 4.30 pm Monday to Friday, this is when we will undertake the works. Subject to agreement, we may be able to work outside our normal business hours’ subject to a reasonable and agreed additional charge.

7. We will not be liable under this contract for any loss or damage caused by us or our employees or agents in circumstances where:

-there is no breach of a legal duty of care owed to you by us or by any of our employees or agent

-or such loss or damage is not a reasonably foreseeable result of any such breach

8. DrainMaster (SW) / Bellmar Ltd cannot be held liable for any damage unavoidably caused to decorations, fittings and the like as a result of installing/maintaining any new or existing equipment as specified in the quotation or removing, replacing or disturbing pipework or other fixtures or fittings.

9. 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.

10. 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.

11. Where we agree with you the date and time for the work to be carried out, our representative shall use his best endeavours to ensure that he attends at that date and time.

12. We accept no liability for the non-attendance or late attendance of our representative or the late delivery of materials.

13. We will make every effort to complete the work on time (or, if no date has been agreed, within a reasonable time) but we cannot be held responsible for delays due to weather or other circumstances beyond our control. In this case we will complete the work as soon as reasonably possible.  We will make every effort to keep you fully informed at all times

14. DrainMaster(SW) / Bellmar Ltd shall not have any liability for any failure to perform its obligations under this quotation/estimate if it is prevented from doing so by causes reasonably beyond its control, including unforeseen circumstances, such as industrial disputes, strikes, lock-outs, fire, accidents, war or problems with the fabric of the building including the roof, or problems with goods being delivered on time by a third party.

15. DrainMaster (SW) / Bellmar Ltd shall not have any liability for any indirect, special or consequential loss or damage or loss of profit with the exception of damage for death or personal injury. The total liability of DrainMaster (SW) / Bellmar Ltd r under this agreement shall not exceed the price paid. Further, should any additional work be required as a result of such unforeseen circumstances, you will be responsible for meeting the costs of such work.

16. It is your responsibility to ensure that materials and tools held at your premises are safe and secure. Any losses of materials and tools on site are chargeable.

17. Work may be photographed and used by DrainMaster (SW) / Bellmar Ltd who own the copyright to such photographs.

18. We reserve the right to decline any work.

19. We guarantee all parts and labour for 90 days for repairs (or as manufacturers guarantee) from the date of effective completion and payment of the work provided. 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.

20. External drains, gutters and plumbing works exposed to the weather elements are not covered by any DrainMaster (SW) / Bellmar Ltd warranties, all liability rests with the material supply warranty and the property owner.

21. Our guarantee is issued in addition to your statutory rights under the Consumer Rights Act 2015. You can obtain information about your rights from a Citizens Advice Bureau or Trading Standards Department.

22. DrainMaster shall only be bound by quotations given by our representatives and cannot be varied except in writing by DrainMaster (SW) / Bellmar Ltd

23.Title to materials or goods will not pass from DrainMaster (SW) / Bellmar Ltd to you until payment of our invoice is made in full. Until payment is made DrainMaster (SW) / Bellmar Ltd has the absolute right to repossess the material or goods and deal with the material or goods as it wishes

24. CONSUMERS – The price payable by you is the price stated as the Total Due on the invoice, (inclusive of VAT at the prevailing rate). The Total Due on the Invoice is payable immediately on completion of work.  We will take appropriate legal action for non- payment; we will look to the customer being responsible for all costs to us allowable by the Court.

25.  COMMERCIAL/BUSINESS – the price(s) quoted are exclusive of VAT at the prevailing rate. If you do not have agreed credit facilities in place with Drainmaster (SW) / Bellmar Ltd you will be invoiced on completion of the work. The Total Due on the Invoice is payable immediately.

26.  COMMERCIAL/BUSINESS Customers (with credit facilities): You will be invoiced on completion of the work. The Total Due on the invoice is payable within 28 days of the date of the invoice.

27. COMMERCIAL / BUSINESS customers – If payment is not made as set out in clauses 25 & 26, an administration charge may apply and interest will accrue on the outstanding amount at the Bank of England prevailing base rate plus 8% until payment is received in full. An administration charge will be payable in respect of any expenses incurred for presented cheques that are dishonoured.

**28.  Notice of your Right to Cancel.  (Please note: Works undertaken by us at your request for the purpose of emergency repairs or maintenance are exempt from this legislation)**

You are entitled to cancel this agreement under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

Cancellations must be within 14 days and in writing to Drainmaster(SW) / Bellmar Ltd at the address Unit 20B, Alexandria Trading Estate, Alexandria Road, Sidmouth, EX10 9HL or email to [drainmastersw@gmail.com](mailto:drainmastersw@gmail.com). Notice of cancellation is deemed to have been served as soon as it is posted or sent to us or in the case of electronic communications from the date it is sent to us.  We would suggest as best practice that proof of posting is kept by you for your own records in the event of non-delivery or dispute of cancellation.

Should you cancel your order at any time prior to the commencement of the work, DrainMaster (SW) / Bellmar Ltd will retain any paid deposit as a contribution towards any costs which it has incurred or the cost of parts and materials.