

**Terms and Conditions 2022**

1. Where to find information about us and our products

You can find everything you need to know about us, Wasteline Services Limited, and our services on our website [www.wastelineservices.com](http://www.wastelineservices.com) or from our office staff before you order.

1. We don't give business customers all the same rights as consumers

For example, business customers can't cancel their orders, they have different rights where there is a problem with a service and we don't compensate them in the same way for losses caused by us or our services. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

1. If you are a business customer this is our entire agreement with you

If you are a business customer these terms and our quotation constitute the entire agreement between us in relation to your purchase to the exclusion of any other terms that a business customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1. Sometimes we reject orders

Sometimes we reject orders, for example, because a credit reference we have obtained is unsatisfactory, because you are located outside of our operating areas, or because we deem the site or services to be carried out are not safe or within our expertise. When this happens, we let you know as soon as possible and refund any sums you have paid, unless the reason for rejecting the order relates to erroneous information provided by you (see clause 11 below).

1. If you are a business customer you have no set-off rights

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

1. **Charges and Payments**

The charges for our services shall be calculated on a time and materials basis. Prior to any work, we will provide an estimate of costs and our day or hourly rate. This estimate will be based on the information available to us at the time of the quote but shall not be a fixed price.

Charges may increase and you agree to pay the increased charges where any of the following occur:

* 1. We are required to remove dislodge or clear cementations, bituminous or encrusted material;
	2. In the event of any of our equipment becoming stuck within the pipe work, necessitating additional costs to retrieve, replace or repair the equipment;
	3. In the event the cleaning environment causes damage to our equipment;
	4. For the costs of any additional materials required to carry out the quoted service;
	5. Any additional costs in respect of disposal of waste, particularly where we are charged an additional fee because of the thickness of the waste;
	6. Additional costs for Traffic Management not included in the original quote;
	7. Additional manpower or time required to complete the service not included in the original quote;
	8. Additional water costs;
	9. Costs associated with a requirement to use specialist equipment;
	10. Costs to access closed water systems. A standard fee of £90 plus VAT would be chargeable for each instance access to a closed water system is required;
	11. Where more than 10% of the drains are infiltration drains;
	12. Where the services involve the removal of septic tank or cesspit waste the cost of disposal will depend on whether the waste is deemed as weak, standard or strong/high.

Unless otherwise agreed we shall invoice on completion of the services and time for payment shall be of the essence of the contract.

1. We charge interest on late payments

Unless otherwise agreed all business customers must pay invoices within 30 days of issue and all consumer customers must pay invoices within 7 days of issue. We reserve the right to require a business customer or consumer customer to pay for services in full or in part in advance. If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

1. We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the services, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

1. We're not responsible for delays outside our control

**Consumer customers:** If our supply of services is delayed by an event outside our control we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial (unless that delay has been caused by you) you can contact our office staff on 01164 821888 to end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

**Business customers:** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by any act or event beyond our reasonable control. Our obligations under this contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control.

1. You're responsible for making sure the information you provide to us is accurate and to co-operate in the provision of the services

You must ensure that the terms of an order and any information or measurements provided by you are complete and accurate. You must co-operate with us in all matters relating to the services we provide including:

* + 1. providing us, our employees, agents, consultants and subcontractors, with vehicular access to your premises, and other facilities as reasonably required by us;
		2. where agreed, sufficiently prepare premises for the supply of the services;
		3. Unless otherwise agreed obtain and maintain all necessary licences, permissions and consents which may be required for the services before the date on which the services are to start;
		4. keep all materials, equipment, documents and other property left by us on your premises in safe custody and at you own risk and not dispose of or use the materials without our authorisation.
1. We charge you if you don't give us information we need or do preparatory work as agreed with us

We charge you additional sums if you don't give us information that is correct or accurate or where we can’t access your property or do not have unrestricted access to your site or areas on which we need to work, to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to obtain extra manpower, reschedule services or obtain specialist equipment.

1. If you are a consumer you may have a legal right to change your mind

**Consumer customers, legal right to change your mind**. For most of our services bought over the telephone, you may have a legal right to change your mind about your purchase within 14 days of order and receive a refund of what you paid for it. This is subject to some conditions, as set out below.

You can't change your mind about an order for:

* services, once these have been completed;
* goods that are made to your specifications; and
* goods which become mixed inseparably with other items after their delivery.

**You have to pay for services you received before you change your mind**. If you bought a service we don't refund you for and preparatory or other works carried out prior to the time you were receiving it before you told us you'd changed your mind.

**When and how we refund you**. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

**Business customers:** Once we have issued an order confirmation or we have commenced work on the services, a business customer shall not have the right to cancel their order and shall remain liable to pay the full costs as set out in the estimate at clause 6.

1. You have rights if there is something wrong with your service

**Your rights and remedies if you are a consumer**. We honour our legal duty to provide you with services that are as described and that meet all the requirements imposed by law. These are subject to certain exceptions. Due to the nature of some of our services we cannot guarantee complete removal of any obstructions.

**Your rights if you are a business**. We warrant will be provide services using reasonable care and skill. We will not be liable if:

* you make any further use of such product after telling us it is non-compliant;
* works carried out on an attempt only basis do not remove or completely remove of any obstructions
* the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
* the defect arises because we followed any drawing, design or specification supplied by you;
* you alter or repair the product without our written consent; or
* the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
1. We can end our contract with you

We can, at our absolute discretion, end our contract with you for a service and claim any compensation due to us if:

* you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
* you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product;
* you don't, within a reasonable time, either allow us to carry out the services.
1. **We don't compensate you for all losses caused by us or our products**

**Our liability to consumers**. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

* **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
* **Damage to pipework.** Due to the percussive action of our equipment we accept no responsibility for any damage caused to the existing drain line or pipe work.
* **Caused by a delaying event outside our control**. As long as we have taken the steps set out in the section [We're not responsible for delays outside our control](#a952379).
* **Avoidable.** Something you could have avoided by taking reasonable action. For example by following our advice correctly.
* **A business loss**. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in *Our liability to businesses*.

**Our liability to businesses**. If you're a business, then, except in respect of the losses described below “*Losses we never limit or exclude”*:

* we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
* our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the particular service or product under such contract.

**Losses we never limit or exclude**. Nothing in these terms shall limit or exclude our liability for:

* death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
* fraud or fraudulent misrepresentation; or
* any matter in respect of which it would be unlawful for us to exclude or restrict liability.
1. **Business customers - No implied terms about goods**. Except to the extent expressly stated in *Your rights if you are a business*, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.
2. We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: [link]

1. Resolving disputes with us

**Our complaints policy**. Consumers can contact our office staff available on 01164 821888 who will do their best to resolve any problems you have with us or our products.

**Governing law and jurisdiction.** These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

1. Other important terms apply to our contract

**We can transfer our contract with you, so that a different organisation is responsible for supplying your product**. If you are a consumer we'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract.

**You can only transfer your contract with us to someone else if we agree to this**. If you're a consumer we may not agree if we feel it is not reasonable to do so. If you're a business you need our agreement to transfer your contract with us and it's entirely up to us whether we give it.

**Nobody else has any rights under this contract**. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**If a court invalidates some of this contract, the rest of it will still apply**. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later**. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn’t mean we can't do it later.

1. **Intellectual property rights**

All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us including any CCTV images.

We grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the CCTV images once payment for our services has been received in full in cleared funds.

1. **Non-solicitation Business Customers**

Business Customers must not attempt to procure services that are competitive with our services from any of our directors, employees, consultants or sub-contractors whether as an employee or on a freelance basis, during the period that we are providing the services to you and for a period of six months following termination of this contract.