### TERMS & CONDITIONS OF PURCHASE ORDER

- This purchase order is a request by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.
- These terms shall become binding on you and us once you have signed the
  purchase order, emailed acceptance of the costs or accepted the costs over
  the phone when you called to book the work. Calls are recorded for the
  purpose of verifying the agreement and upholding the contract.

## **Customers' obligations:**

The customer shall:

- Co-operate with the supplier with all matters relating to the services. Provide the supplier and its engineer in a timely manner, and at no charge (on being given reasonable notice) with access to the customers premises and other facilities as reasonably required by the supplier.
- Provide to the supplier and its engineer, in timely manner, such information as the supplier may reasonably require and ensure that it is correct in all material aspects.
- Where reasonably possible prepare all necessary power and clean water supply to enable the engineer to carry out the work.

## Payment:

# Payment is due on completion.

- The customer shall pay each invoice submitted to it by the supplier, in full and in cleared funds, on completion of the work.
- Without prejudice to any right to remedy that it may have, if the customer fails to pay the supplier on the due date, the supplier may:
- Charge late payment fees and other charges at a rate equivalent to £24 per £100 per month.
- After 30 days fees will be no more than £15 plus interest and will be capped at no more than double the original bill.

If you do not wish to pay the additional charges you must pay the full balance on completion of the works, if you cannot pay for the works you must not enter into the contract.

## **Deposits:**

When specialist repairs are required, deposits are necessary to secure the repair team and, in some cases, order equipment/materials specific to the job. As such deposits are non-refundable, this enables us to cover the costs involved in any cancellation.

### Your right to cancel:

- You have the right to cancel this contract within 14 days, from the day after the agreement, without giving any reason.
- The cancellation period expires after 14 days. You may cancel the contract by giving written notice to the supplier either in person to one of the engineers or office staff, or by post to Drain Care & Repair Ltd, <u>27 Old Gloucester Street, London, WC1V</u> 3AX the registered office address, by email to info@drain-care.com or by calling 0300 0308 377.
- If you cancel the contract, it will be as if it was never made.
- If you confirm to the supplier, by signing the order, that you require the supplier to commence performing the services, before the end of the 14 days period, referred to above, you shall be liable to pay for the costs of the services provided in accordance with the purchase order up to the date/time of cancellation.
- If you wish to cancel the contract after the 14 day cancellation period, you will be responsible for paying all reasonable losses and costs that the supplier suffers as a result of the cancellation including loss of profit.

You may use the cancellation model below but it is not obligatory, in any case you must demonstrate clear evidence of when the cancellation was made so it might be better to use the model form below.

#### **Cancellation Form**

Complete and submit this only if you wish to withdraw from the contract.

To: Drain Care & Repair Ltd, 27 Old Gloucester Street, London, WC1N 3AX.

Or by email to info@drain-care.com
I/wehereby give notice that I/we cancel the contract of sale of the following goods/sale of the following service/s
Ordered onjob no/s (shown on top of the front purchase order)
Name:
Address
Date
Signature